Notice of Meeting of the City Council of the City of Georgetown, Texas February 24, 2026

The Georgetown City Council will meet on February 24, 2026 at 2:00 PM at Council and Court Building, 510 W. 9th Street.

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

Policy Development and Discussion - Workshop

1.A Austin Avenue Corridor and Downtown Conversion
Presentation, discussion, and possible direction regarding Austin Avenue Improvements and Downtown Conversion schematic design -- Lua Saluone, P.E., Transportation Manager

1.B UDC Project Public Notice and Adoption Timeline
Presentation and discussion regarding the format and content of mailed notice for UDC adoption and the timeline of meetings and adoption hearings -- Kelly Trietsch, Chief Development Officer, and Zane Brown, Development Support Manager

1.C Biennial Resident Survey Results
Presentation and discussion regarding results of the biennial resident satisfaction survey -- Jessica Clarke, Assistant to the City Manager

Executive Session

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

2.A Executive Session 02.24.2026
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
- Long-term Water Supply Contracts
- Emergency Service District #7

Sec. 551.072: Deliberations about Real Property
- SH 29 and Summercrest Blvd
- SH 29 and Austin Ave

- 9th and Main
- Parkland lease at SE Inner Loop and Southwestern Blvd

Public Wishing to Address Council

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

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

3.A Public Wishing to Address 02.24.2026
At the time of posting no one had signed up to speak.

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

4.A Call to Order 02.24.2026
Pledge of Allegiance
Recognitions
Action out of Executive Session

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 City Council Minutes 02.10.2026
Consideration and possible action to approve the minutes of the City Council meeting held on February 10, 2026 -- Robyn Densmore, City Secretary

5.B Resolution - Cancelling the May 2, 2026, General Election for District 2 and Mayor
Consideration and possible action to approve a Resolution cancelling the May 2, 2026, General Election for District 2 and Mayor -- Robyn Densmore, City Secretary

5.C Resolution - ETJ Disannexation - McDaniel - 1.002 Acres

Consideration and possible action to approve a Resolution to confirm the disannexation of approximately 1.002 acres of land from the City of Georgetown's Extraterritorial Jurisdiction (ETJ), identified as Williamson County Appraisal District Parcel R041132 and owned by Derek and Julie McDaniel -- Michael Charles, Real Estate Services Coordinator

5.D Resolution - ETJ Disannexation - Georgetown Heavens, LLC - 62.684 Acres
Consideration and possible action to approve a Resolution to confirm the disannexation of approximately 62.684 acres of land from the City of Georgetown's Extraterritorial Jurisdiction (ETJ), identified as Williamson County Appraisal District Parcels R039723 and R039781and owned by Georgetown Heavens, LLC -- Michael Charles, Real Estate Services Coordinator

5.E Resolution - Notice of Intent to Issue Certificates of Obligation
Consideration and possible approval of a resolution authorizing the publication of notice of intention to issue City of Georgetown, Texas combination tax and revenue certificates of obligation; authorizing the preparation of offering documents by Specialized Public Finance Inc and other matters related thereto -- Nathan Parras, Assistant Chief Financial Officer

5.F Airport Facility Lease with Bruce Wilkie
Consideration and possible action to approve an airport facility lease between Bruce Wilkie and the City of Georgetown -- Matthew Sommerfeld, Airport Manager and Eric Johnson, Public Works Director

5.G Airport Facility Lease with Wood Aviation Inc.
Consideration and possible action to approve an airport facility lease between Wood Aviation Inc and the City of Georgetown – Matthew Sommerfeld, Airport Manager, and Eric Johnson, Public Works Director

5.H Airport Facility Lease with Thomas Raveney
Consideration and possible action to approve an airport facility lease between Thomas Raveney and the City of Georgetown -- Matthew Sommerfeld, Airport Manager, and Eric Johnson, Public Works Director

5.I Residential Energy Audit Contract - Lone Star
Consideration and possible action to approve an annual agreement with Lone Star Energy Efficiency to conduct residential energy audits on behalf of the City for an annual amount not to exceed $150,000.00 and to authorize the City Manager to execute renewals of the agreement for one additional year term under the same terms and conditions for a total 2 year contract not to exceed $300,000.00 -- Jack Daly, Chief Business Officer - Electric

5.J Georgetown Electric Utility Pre-Apprentice Lineworker Trade School Scholarship
Consideration and possible action to adopt the Pre-Apprentice Lineworker Trade School Scholarship Program Policy -- Danny Potter, Electric Safety and Employee Development Program Manager

5.K Cintas Uniform Lease Agreement

Consideration and possible action to approve a service agreement with Cintas for the lease of uniform apparel utilizing Omnia Partners Contract #001299 with an initial one year term for an amount not to exceed $80,000.00 and to authorize the City Manager to execute renewals for up to four additional one-year terms -- Isaac Conde, Water Operations Supervisor, and Chelsea Solomon, PE, Water Utility Director

5.L Purchase of (4) Four Bucket Trucks and a Line Tensioner from Altec Industries

Consideration and possible action to approve the purchase of (4) four bucket trucks and a trailer mounted line tensioner from Altec Industries under Sourcewell Contract number 110421-ALT for an amount not to exceed $1,277,871.00 -- Scott Parker, Fleet Services Manager

5.M Purchase of a Mini Excavator and attachments from Holt Caterpillar

Consideration and possible action to approve the purchase of a Caterpillar 308 compact excavator with attachments under Sourcewell Contract number 011723-CAT from Holt Caterpillar for an amount not to exceed $164,203.00 -- Scott Parker, Fleet Services Manager

5.N Purchase of Morning Pride Firefighter Personal Protective Clothing through Delta Industrial Service Supply

Consideration and possible action to approve the purchase of Morning Pride Firefighter Protective Clothing through Delta Industrial Service and Supply, using the HGAC EE11-24 cooperative contract in an amount not to exceed $200,000.00 -- John Sullivan, Fire Chief

5.O Agreement for Financial Advisory Services with Specialized Public Finance Inc.

Consideration and possible action to approve a contract between the City of Georgetown and Specialized Public Finance Inc. for Financial Advisory Services, and to authorize the City Manager to execute renewals of the agreement for up to four additional one-year terms with the same terms and conditions -- Nathan Parras, Assistant Chief Financial Officer

5.P Annual Maintenance and Repair for Outdoor Warning Siren Systems with Omniwarn, LLC

Consideration and possible action to approve an agreement with Omniwarn, LLC for annual maintenance and repair services for outdoor warning siren systems, for an amount not to exceed $50,000.00 annually, and to authorize the City Manager to execute renewals of the agreement for up to four additional one-year terms with the same terms and conditions for a total not to exceed $250,000.00 -- Christy Rogers, Emergency Management Coordinator

5.Q Wastewater Transport Amendment to Renewal #3

Consideration and possible action to approve an amendment to Renewal #3 with Wastewater Transport for sludge hauling and disposal to increase the not-to-exceed amount from $1,000,000.00 to $1,166,976.57 -- Chelsea Solomon, PE, Water Utility Director

5.R Third Amendment to the Major Wastewater Line Construction and Cost Reimbursement Agreement for the Junction at 1460
Consideration and possible action to approve a Third Amendment to the Major Wastewater Line Construction and Cost Reimbursement Agreement for the Junction at 1460, LLC -- Wesley Wright, PE, Systems Engineering Director

5.S Resolution - 2025-2-ANX - Old FM 1460
Consideration and possible action to approve a Resolution to begin the annexation proceedings for approximately 6.351 acres of Right-Of-Way for Old FM 1460 currently in the Extraterritorial Jurisdiction (2025-2-ANX) -- Ryan Clark, AICP, Planning Manager

5.T Resolution - 2026-2-ANX - Cedar Breaks Road
Consideration and possible action to approve a Resolution to begin the annexation proceedings for approximately 2.098 acres of Right-Of-Way for Cedar Breaks Road currently in the Extraterritorial Jurisdiction (2026-2-ANX) -- Ryan Clark, AICP, Planning Manager

Legislative Regular Agenda

6.A First Reading - 2025-4-ANX - 2200 Shell Road
Public Hearing and First Reading of an Ordinance on a request for a Zoning Map Amendment to zone, upon annexation, approximately 28.93 acres in the Robert Williams Survey, Abstract 524, as the Planned Unit Development (PUD) zoning district, with portions of Right-Of-Way for Shell Road and Shell Spur, for the property generally located at 2200 Shell Road, Georgetown, Texas (2025-4-ANX) -- Ryan Clark, AICP, Long Range and Neighborhood Planning Manager

6.B First Reading - 2025-12-ANX - 2200 Shell Road
Public Hearing and First Reading of an Ordinance on a request for a Zoning Map Amendment to zone, upon annexation, approximately 14.20 acres in the Robert Williams Survey, Abstract 524, as the Planned Unit Development (PUD) zoning district, with portions of Right-Of-Way for Shell Road and Shell Spur, for the property generally located at 2200 Shell Road, Georgetown, Texas (2025-12-ANX) -- Ryan Clark, AICP, Long Range and Neighborhood Planning Manager

Adjournment

Certificate of Posting

I, Robyn Densmore, City Secretary for the City of Georgetown, Texas, do hereby certify that this Notice of Meeting was posted at City Hall, 808 Martin Luther King Jr. Street, Georgetown, TX 78626, a place readily accessible to the general public as required by law, on the _____ day of _____, 2025, at _____, and remained so posted for at least 72 continuous hours preceding the scheduled time of said meeting.

_____

Robyn Densmore, City Secretary

City of Georgetown, Texas
City Council
February 24, 2026

SUBJECT:
Austin Avenue Corridor and Downtown Conversion

SUGGESTED ACTION:
Presentation, discussion, and possible direction regarding Austin Avenue Improvements and Downtown Conversion schematic design -- Lua Saluone, P.E., Transportation Manager

ITEM SUMMARY:
City staff is finalizing a preliminary schematic design for the Austin Avenue corridor near Second Street to Leander Road, building on the Austin Avenue Corridor Study (2024) and the Downtown Master Plan Study (2024).

At this workshop, the project team will provide the City Council an overview of the project, including a summary of public comments received and incorporated into the design. The team will present renderings and schematics including intersection designs and recommended parking strategies. Following the incorporation of any changes required by the City Council, the project team will finalize the schematic, start the environmental review process, and begin final design.

Funding for final design is provided by a grant from the Capital Area Metropolitan Planning Organization (CAMPO) and must begin in fiscal year 2026. In order to finalize preliminary engineering, the project team is seeking feedback from Council, specifically:

- Does the Council support staff recommendations for intersections along SH29 (University Avenue)?
- Does the Council support the lane reduction strategies from 2nd Street to 21st Street?
- Are there any additional changes the Council seeks before finalizing the schematic and beginning final design?

FINANCIAL IMPACT:
Schematic design funding was approved in the FY 26 budget. Full design is provided by a grant from CAMPO.

SUBMITTED BY:
Shawn Gunnin, Systems Engineering

ATTACHMENTS:
Final - Austin Ave Schematic - 02-24-26.pdf

Austin Avenue Improvements Project

2nd St to Leander Rd & Downtown Square

Tuesday, February 24, 2026

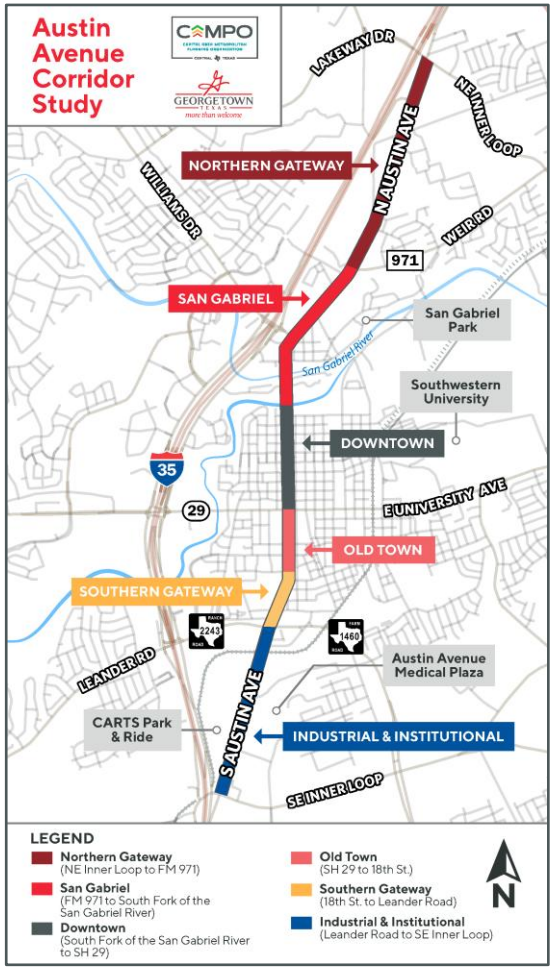
Agenda

- Previous Study Review - Austin Ave Corridor Study (May 2024)
- Public Engagement Review
- Traffic Modeling Review
- Austin Avenue Schematic Flythrough
- Austin Ave schematic
- Downtown schematic
- SH 29 intersection schematics
- Next Steps
- Council feedback

Previous Phase: Corridor Study

Building the Vision for Austin Avenue

- **Critical Downtown Corridor:** Austin Avenue serves as a key north–south route and downtown gateway with growing safety, access, and mobility needs.
- **Community-Informed Vision:** A 2024 corridor study, shaped by extensive public input, established a long-term, multimodal vision focused on slower speeds, safer crossings, and improved walkability.
- **Plan Alignment:** The study aligns with the 2024 Downtown Master Plan's goals for enhanced streetscapes, consistent gateways, improved wayfinding, and a more vibrant downtown.
- **Foundation for Design:** Together, the Corridor Study and Downtown Master Plan now guide preliminary engineering, concept refinement, and design testing.



Current Phase: Preliminary Schematic

GEORGETOWN TEXAS
more than welcome

Proposed Corridor Improvements

Improve Safety for All Users

- Enhance safety for drivers, pedestrians, and bicyclists through improved crossings, sidewalks, bicycle access, and streetscape design
- Convert 7th St and 8th St to one-way operation between Rock St and Church
- Reduce driveway conflicts and manage traffic speeds to improve overall corridor safety
- **Support a Vibrant, Walkable Downtown**
- Expanded pedestrian realm to accommodate café seating, improved landscaping, signage, and cohesive streetscape elements that foster economic vitality for local business.
- Improve intersections and medians along Austin Avenue to provide safer, more convenient access to adjacent properties (2nd St, SH 29, Main St, Church St, 16th St, 18th St, and Leander Rd)
- Reinforce consistent gateways and wayfinding while preserving Georgetown's historic character

Engagement Opportunities

GEORGETOWN TEXAS
more than welcome

Stay Informed

Stakeholder Meetings Completed → City Council Workshop Feb. 24, 2026 → State of the City March 12, 2026 → Preliminary Schematic (30%) by Early 2026

WE ARE HERE!

Public Engagement Opportunities

- **Downtown Business Owners Meeting**
  - Wednesday, Jan. 7, 2025, 8:30–9:30 a.m.
  - Attendees included downtown business owners and residents, local officials, and members of the project team.
  - Purpose of the meeting was to inform downtown business owners and key stakeholders about proposed improvements to the downtown corridor and gather feedback.
- **Property Owner & Residents Meeting**
  - Wednesday, Jan. 7, 2025, 5:30–7:30 p.m.
  - Attendees included property owners and residents, local officials, and members of the project team.
  - Purpose of the meeting was to inform and gather comments/ information from property owners and residents.

Public Engagement: What We Heard

- Strong support for **walkability and pedestrian safety**, including sidewalks, café seating, safer crossings, and mobility options for seniors, but only if changes reduce risk, not create new ones.

- Opposition to **diverting traffic onto Church St** and adding a light there, citing safety risks, speeding, narrow streets, and concern about neighborhood impacts.

- Concerns about **downtown parking availability**, with interest in creative mitigation such as remote parking with shuttles, weekend solutions, and short-distance transport options to offset temporary parking loss.

Modeling Efforts Overview

VISSIM Software Used to Model Vehicles, Pedestrians, & Parking

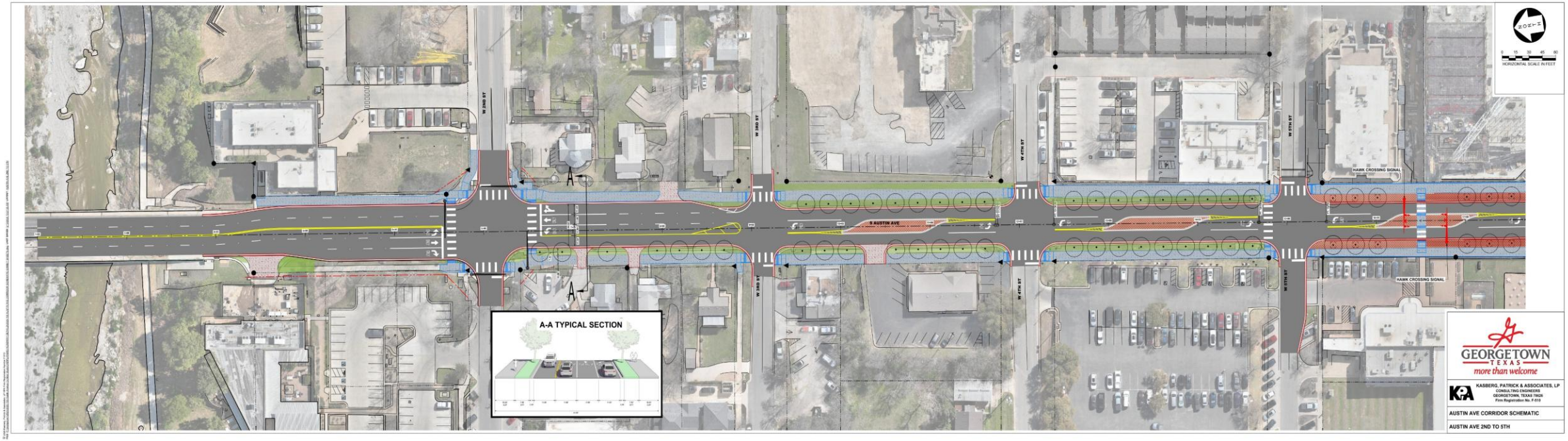
- **Model Extents:**
  - Austin Avenue from Williams Drive to Leander Road
  - University Avenue from Scenic Drive to College Street
  - The Square
- **Model Scenarios:**
  - Existing (2025) AM & PM
  - Future (2045) Unchanged AM & PM
  - Future (2045) Upgraded AM & PM
    - 3 “Upgraded” Scenarios Studied

Modeling Efforts Summary

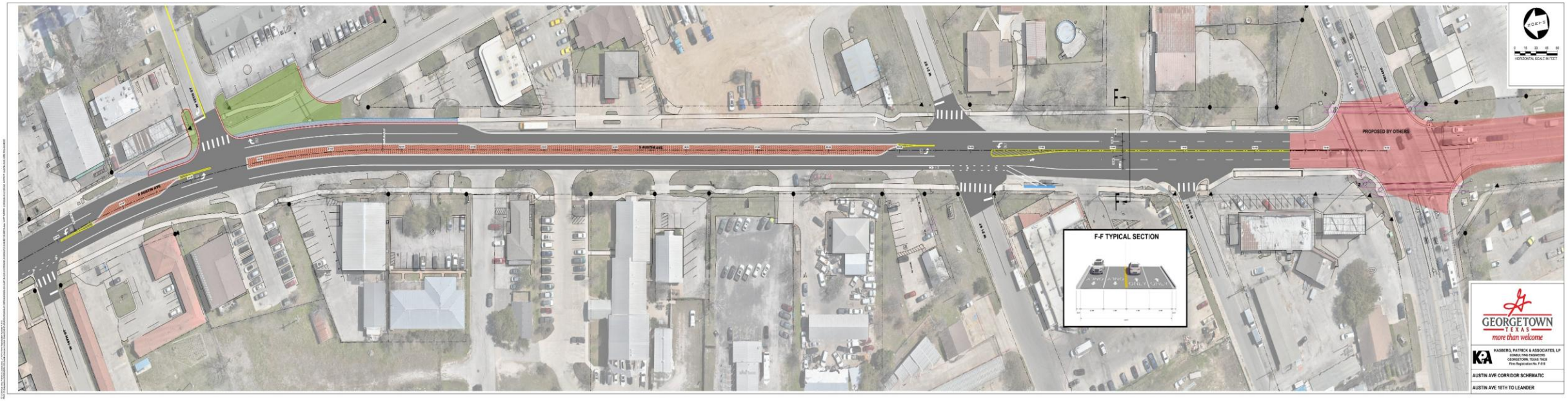
Intersection	Morning Peak Period Operations			
	Existing (2025) Geometry w/ Future (2045) Volumes		Future (2045) Geometry w/ Future (2045) Volumes	
	Delay (seconds)	LOS	Delay (seconds)	LOS
Austin Avenue & 2nd Street	12 s	B	23 s	C
Austin Avenue & SH 29	75 s	E	52 s	D
SH 29 & Main Street	48 s	D	5 s	A
SH 29 & Church Street	43 s	E	4 s	A

Intersection	Afternoon Peak Period Operations			
	Existing (2025) Geometry w/ Future (2045) Volumes		Future (2045) Geometry w/ Future (2045) Volumes	
	Delay (seconds)	LOS	Delay (seconds)	LOS
Austin Avenue & 2nd Street	34 s	C	35 s	D
Austin Avenue & SH 29	90 s	F	47 s	D
SH 29 & Main Street	39 s	D	7 s	A
SH 29 & Church Street	43 s	E	2 s	A

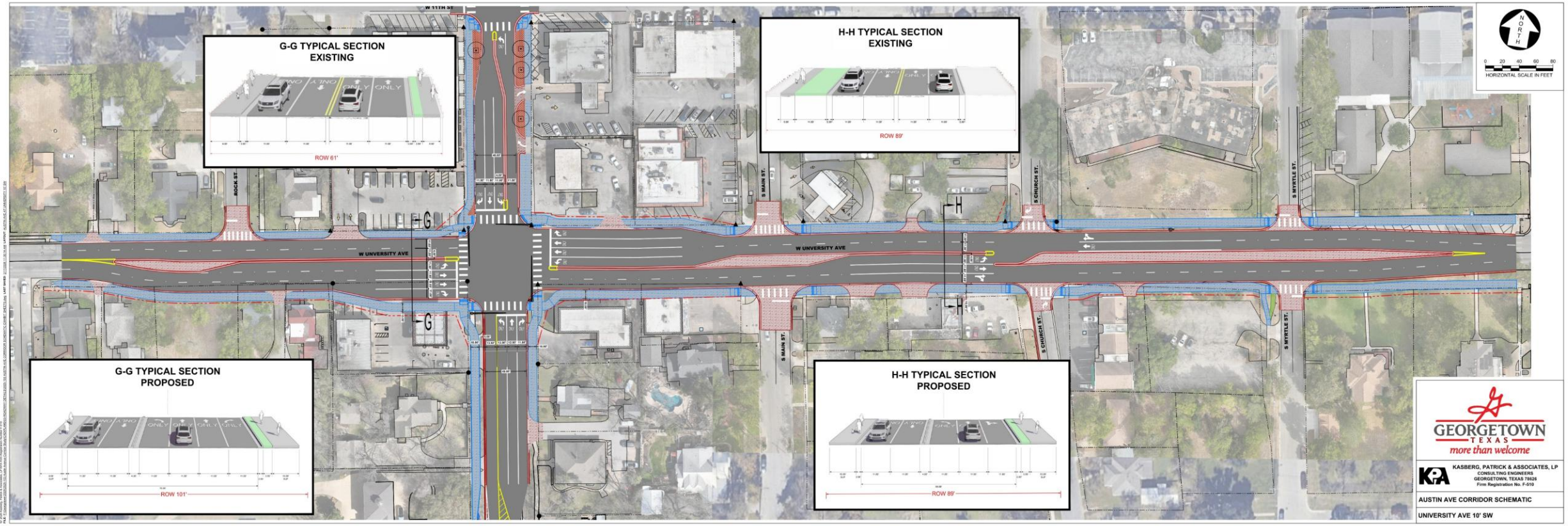
Austin Avenue Schematic: 2nd to 5th



Austin Avenue Schematic: 18th to End



University Schematic



University & Austin Inter. Volume Redistributions

- **Background**
  - 3 proposed improvements/reconfigurations along University Avenue
  - Each configuration results in restricted turning movements and the subsequent need for volume redistribution
- **Proposed Improvements and Configuration**
  1. Signalized University & Church St. Intersection with all turns permitted
  2. Unsignalized University & Church St. Intersection with only northbound left-turns permitted.
  3. Unsignalized University & Church St. Intersection with only northbound and southbound left-turns permitted
  - The 3 configurations listed above assume:
    - No Signal or Left Turns at University & Main St. Intersection
    - No Left Turns at University & Myrtle St.

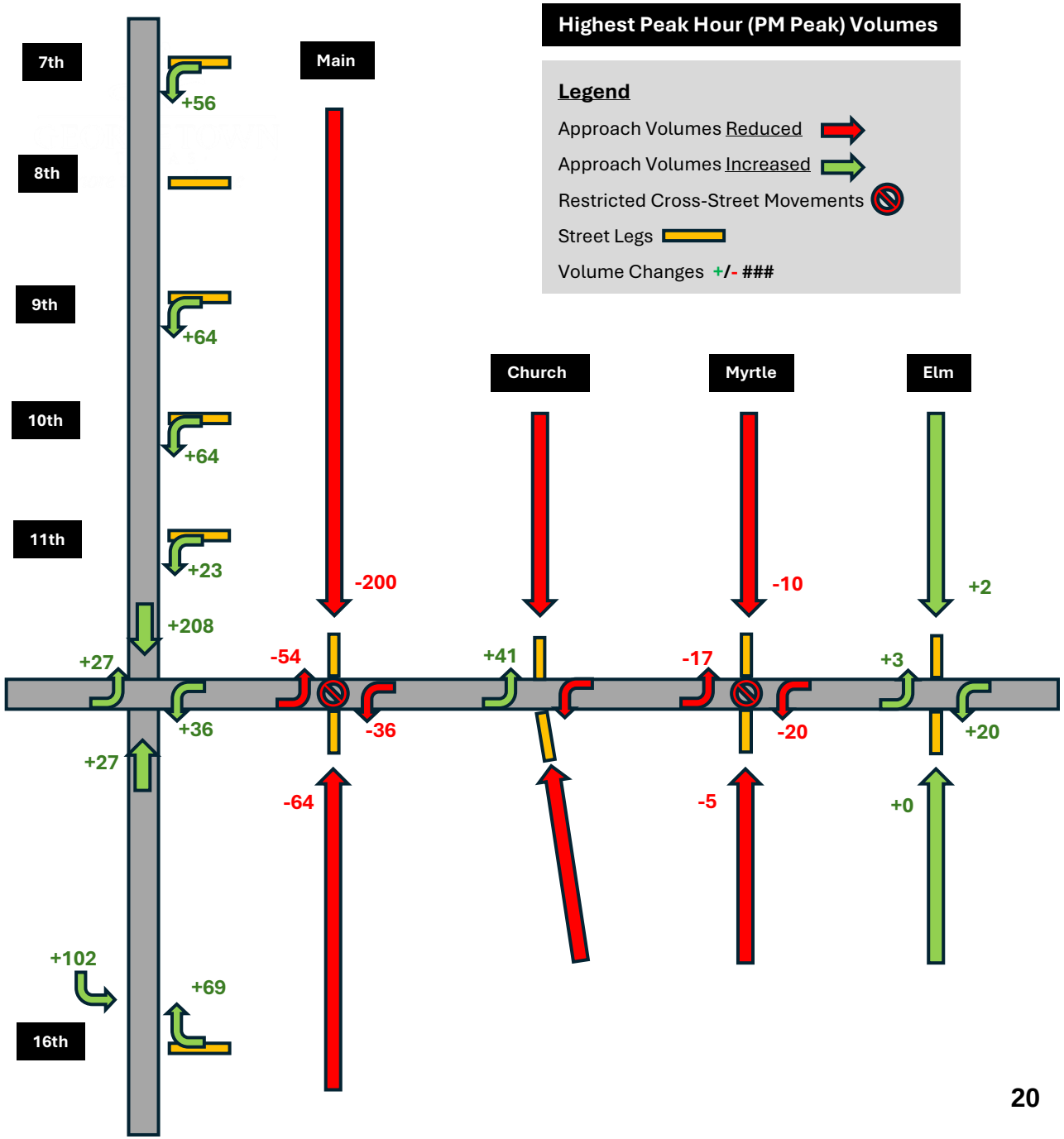
University & Austin Inter. Volume Redistributions

Configuration:

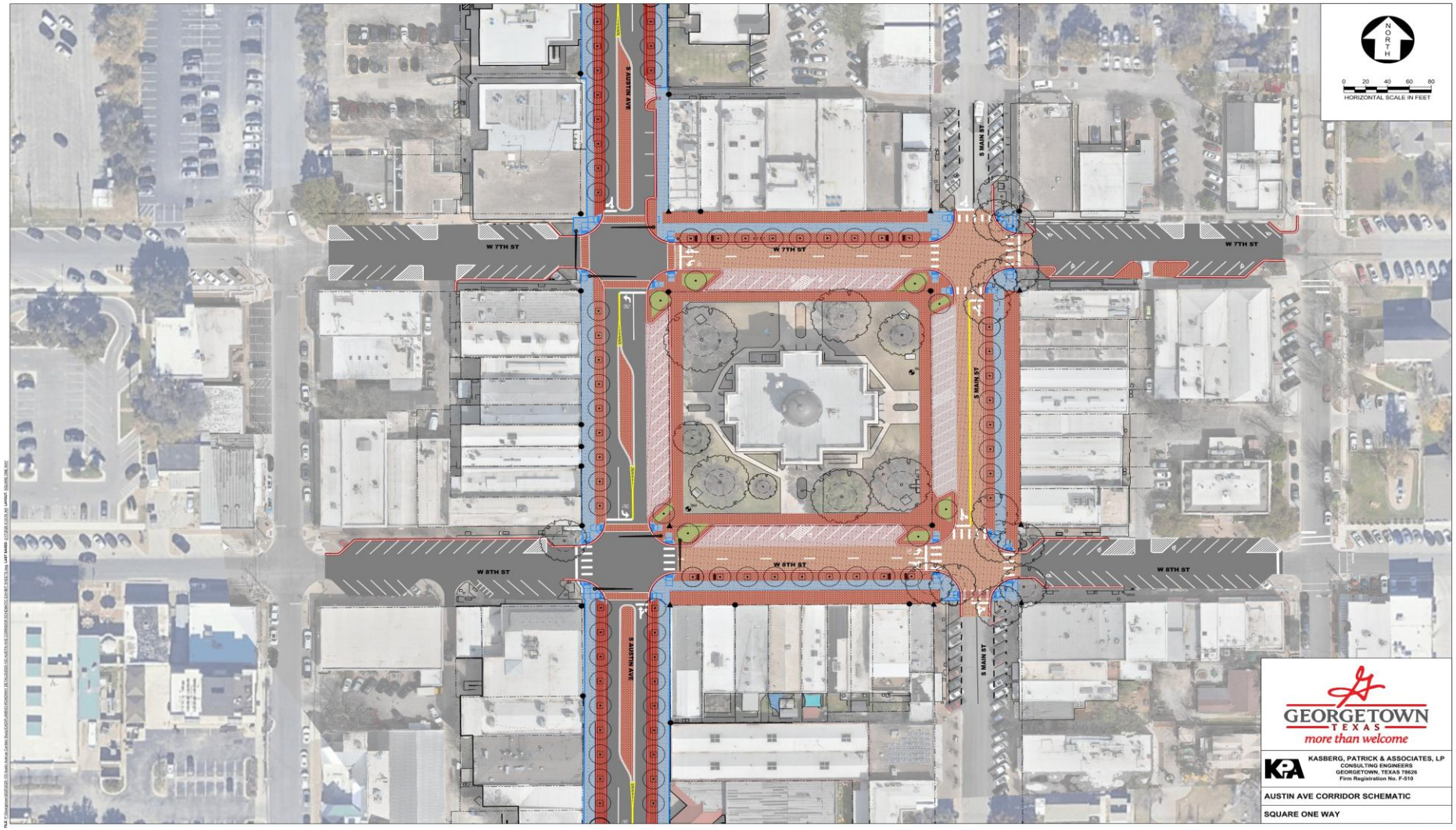
- **Unsignalized University Ave. & Church St. Intersection with only northbound left-turns permitted**
  - No Signal or Left Turns at University Ave. & Main St. Intersection
  - No Left Turns at University Ave. & Myrtle St.

Summarized Neighborhood Traffic Impacts:

- Majority of traffic exiting and entering Main Street (North & South of University) rerouted to Austin Avenue through southbound lefts at 7th, 9th, 10th, and 11th
  - Stop-controlled approaches of 7th, 9th, 10th, and 11th, experience increased delays due to increase of left-turning vehicles routing from Main Street to Austin Avenue
- Configuration promotes little to no increase of vehicular traffic along neighborhood streets running north-south positioned to the east of Austin Avenue. May see slight increase for vehicles rerouting to Elm Street.
- <u>University Avenue & Austin Avenue Intersection</u>
  - Increase in left-turns onto Austin Avenue going south bound results in longer queues
  - Signal timings adjustments to favor large increase in vehicles exiting the north leg of intersection. Increases delays for other approaches to intersection.



Downtown Square Schematic



Next Steps

- 100% Design Funding
- TASA $2.88M – FY26
- State of the City – March 12, 2026
- RFP for final design consultant selection
- Environmental clearance
- Begin final design
- Develop phasing plan

Requested Council Feedback

- What questions do you have on the implementation of lane reduction strategies from 2nd Street to 21st Street?

- What questions or feedback do you have on the proposed configuration at University and Austin Avenue and other intersections along University?

- Are there any additional changes you seek before finalizing the schematic and beginning final design?

City of Georgetown, Texas
City Council
February 24, 2026

SUBJECT:
UDC Project Public Notice and Adoption Timeline

SUGGESTED ACTION:
Presentation and discussion regarding the format and content of mailed notice for UDC adoption and the timeline of meetings and adoption hearings -- Kelly Trietsch, Chief Development Officer, and Zane Brown, Development Support Manager

ITEM SUMMARY:
City Council provided feedback related to the form and format of the mailed notice as well as the communication strategy for the UDC update project at their workshop on January 27th. The purpose of this workshop item is to respond to that feedback and seek guidance related to notice, communication, and timeline for the UDC project.

FINANCIAL IMPACT:
Not applicable.

SUBMITTED BY:
Hunter Gould, Planning Department

ATTACHMENTS:
CCWS 02.24.2026.pdf

UDC Public Notice and Adoption Timeline

February 24, 2026 | City Council Workshop

GEORGETOWN TEXAS

Purpose of Presentation

Provide City Council with more detail on the notice communication strategy, discuss the mailed notice and how feedback from the previous workshop can be addressed, and evaluate possible adoption timelines

1. Notice communication
   - Social media, FAQ, askGTX
2. Mailed notice format and content
3. Adoption timelines

Feedback Requested

- Does the updated postcard adequately address the feedback from the previous workshop?
  - Are there any additional changes to the language or formatting still needed?
- Which adoption timeline would Council like staff to follow?

Notice Communication

Socia Media

- Expert support - CAPE
- Engage with the community before, during, and after notices are mailed and received
- Provide context and notice content before notices are received
- Share information and direct traffic to the FAQ and askGTX

FAQ

- Provide accurate and consistent information related to the project for the public
- Answer common questions appearing as the result of similar projects elsewhere
- Present project information in an approachable, navigable, and user-friendly format
- Provide a single location for information that can be updated or added to over time

Questions

- FAQ live at georgetowntexas.gov/udc
- Additional sections to be added at time of notice
  1. What is the UDC notice Postcard, and why did I receive it?
  2. Why does the postcard mention losing property rights?

Unified Development Code (UDC) Update Project FAQ

- What is the UDC update NOT going to do?
- What is the UDC?
- Why is the UDC being updated?
- What is being updated in the UDC?
- How did the City decide what to update in the UDC?
- When is City Council discussing and voting on the updated UDC, and when will it go into effect?
- Want to read the draft of the updated UDC?
- Still have questions or comments?

What is the UDC update NOT going to do?

The following are some key things to note that the adoption of the updated UDC will **NOT** do.

The UDC update will NOT automatically rezone any properties.

While the update does include changes to zoning districts. No properties will be rezoned by the adoption of the updated UDC. Separate specific notice will be provided, and hearings will be conducted before any action is taken to rezone any property whether initiated by a property owner or the City.

The UDC update will NOT automatically force any resident or business to stop using their property the way it is currently being used.

While some small minority of properties may currently contain a use no longer allowed under the updated UDC, the updated UDC and Texas State Law include protections for uses that exist currently. The adoption of the updated UDC will not require any landowner or occupant to cease a current ongoing use.

The UDC update will not change HOA rules or other private covenants.

The UDC is a document of City regulations for development, all rules and covenants not related to City regulation, such as HOA rules and deed restrictions will not be affected by the adoption of the updated UDC.

Why is the UDC being updated?

The UDC was first adopted in 2003, and while it has been amended over time, this update is the first comprehensive review and update since that original adoption. The purpose of the update is the following:

- Audit the current Development Process.
- Ensure code consistency with the Comprehensive Plan goals.
- Review the current code for legal compliance with state and other regulations.
- Gauge alignment with citizen expectations, national development trends, and planning best practices.
- Review technical engineering standards.
- Assess how development under the current code impacts the costs and revenues of the city.
- Review the code's user-friendliness

The guiding principles of the update project are the following:

- Development standards should be clear, create high-quality development and nimble enough to adapt to rapid growth and new development trends.
- Development process and criteria used for decision making is as important as development standards.
- Zoning categories should balance certainty and flexibility.
- Ensure alignment between UDC and 2030 Plan and Small Area Plans.
- Code writing process should be transparent and involve a thorough code testing process to ensure the right-size development regulation.
- Updating the outdated UDC is a high priority and keeping on timeline is essential.

How did the City decide what to update in the UDC?

The UDC Update Project kicked off in late 2022 and early 2023 with the Code Diagnostic phase. During this phase, the City and the project consultants conducted many focus groups and surveys with code users and residents in order to create the Diagnostic Report. The Diagnostic Report identified opportunities for improvement within the UDC, and was published and reviewed by City Council in March of 2023.

Following the adoption of the Diagnostic Report, the City began drafting the updated UDC. During this drafting phase, the City conducted numerous public meetings with multiple committees in order to collect input and ensure a transparent and thorough code drafting process. These meetings included:

- UDC Steering Committee: 28 public meetings
    - The UDC Steering Committee was created solely to guide the UDC Update Project and is made up of the Mayor and one City Council member as well as various professionals and code users representing development, real estate, local businesses, and Georgetown Residents.
- UDC Advisory Committee: 26 public meetings
    - The UDC Advisory Committee is a standing committee that has been responsible for considering and recommending UDC amendments since the code was originally adopted. The Advisory Committee is made up of code users and Georgetown residents.
- City Council: 21 public meetings
    - Including two early adoption UDC updates that have already taken effect

Through these meetings, public input, the Diagnostic Report, and focus group and survey feedback, staff and the project consultant were able to work together to draft the updated UDC that is currently under consideration.

askGTX

askGTX
Find. Report. Connect.

- Direct and responsive communication
  - Phone, email, online form
- Efficient and effective connection with appropriate staff
  - Avoid multiple rounds of forwarding
- Organized and reportable data
  - Informing additional social media engagement and FAQ updates

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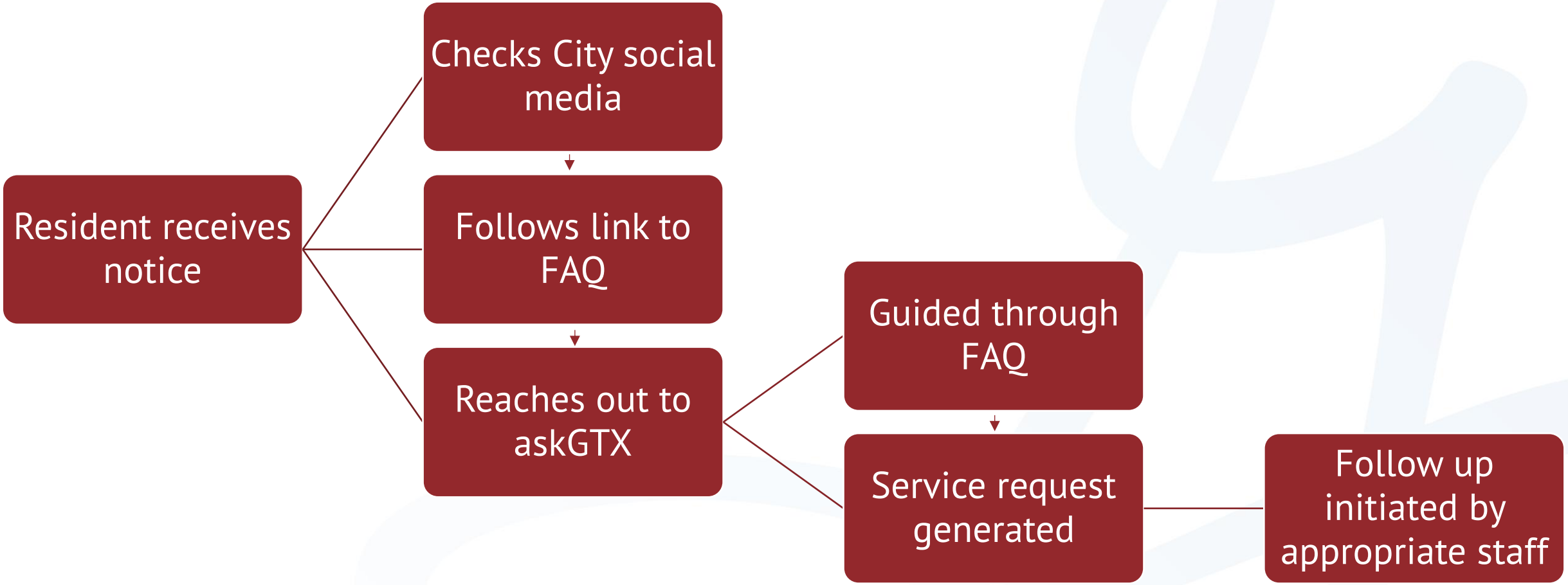
- Planning to lead additional follow ups
  - Callbacks, Dedicated office hours

askGTX January Activity

askGTX
Find. Report. Connect.

- Knowledge Base Articles
  - 16,444 total views
- External Service Requests
  - 368 requests submitted
- Close Times
  - Average - 3 days
  - Majority - under 7 days
- Call Center
  - Calls answered 1,107

Notice Communication Flowchart



Notice

Previous Proposal

Notice: The City of Georgetown will be holding hearings for the adoption of an updated Unified Development Code. This notice has been mailed to all properties and property owners in Georgetown. For some small minority of properties, the following may apply:

THE CITY OF GEORGETOWN IS HOLDING A HEARING THAT WILL DETERMINE WHETHER YOU MAY LOSE THE RIGHT TO CONTINUE USING YOUR PROPERTY FOR ITS CURRENT USE. PLEASE READ THIS NOTICE CAREFULLY.

Meeting Dates:

Planning & Zoning Commission Public Hearing: April 7, 2026, at 6:00 PM

City Council First Reading of the Ordinance: April 14, 2026, at 6:00 PM

City Council Second Reading of the Ordinance: April 28, 2026, at 6:00 PM

Location of Meetings:

Council and Court Building, 510 W. 9th Street

askGTX
Find. Report. Connect.

512.930.CITY
(512.930.2489)

SCAN CODE, OR VISIT
georgetowntexas.gov/udc
FOR MORE INFORMATION

- Two-sided postcard 4x6
  - English and Spanish
- Mailed to every owner and occupant within City Limits
  - 99,997 addresses
- Approx. $25,000

Previous Feedback

- Notice should provide more information about which properties/development will be affected by the code update
- Notice should make clear the legal requirement for the inclusion of the legal notice language

Survey Data

- FlashVote statistically valid survey responses (Q4 2025):
- How have you obtained City info?
  1. E-newsletter (60%)
  2. City website (48%)
  3. City social media (46%)
- How would you like to receive City info?
  1. E-newsletter (73%)
  2. City website (43%)
  3. City social media (42%)

Updated Postcard

Notice: The City of Georgetown will be holding hearings for the adoption of an updated Unified Development Code. This notice has been mailed to all properties and property owners in Georgetown. The code changes mainly affect future development in business park, industrial, office, neighborhood commercial, and multifamily zoning districts. These updates have minimal to no impact on established residential neighborhoods.

STATE LAW REQUIRES THE FOLLOWING STATEMENT FOR ZONING REGULATION CHANGES. ADOPTION OF THE UPDATED UNIFIED DEVELOPMENT CODE WILL NOT REQUIRE ANY PROPERTY OWNER TO DISCONTINUE THEIR USE. FOR A SMALL MINORITY OF PROPERTIES, THE FOLLOWING MAY APPLY:

THE CITY OF GEORGETOWN IS HOLDING A HEARING THAT WILL DETERMINE WHETHER YOU MAY LOSE THE RIGHT TO CONTINUE USING YOUR PROPERTY FOR ITS CURRENT USE. PLEASE READ THIS NOTICE CAREFULLY.

Meeting Dates:
Planning & Zoning Commission Public Hearing: May X, 2026, at 6:00 PM
City Council First Reading of the Ordinance: May X, 2026, at 6:00 PM
City Council Second Reading of the Ordinance: May X, 2026, at 6:00 PM

Location of Meetings:
Council and Court Building, 510 W. 9th Street

askGTX
Find. Report. Connect.

512.930.CITY
(512.930.2489)

FOR MORE INFORMATION SCAN CODE, OR VISIT
georgetowntexas.gov/udc

- Two-sided postcard 6x8
  - English & Spanish
- New statement on most impacted development
- New statement clarifying legal requirement
- New design further emphasizing URL/QR
- Approx. $42,000

Letter Option

- Alternative option
- Opportunity to include more detailed information directly on the notice
- Approx. $xx,xxx

Timelines

Immediate Adoption Timeline

- City Council Workshop ---------- February 24th
- State of Our City ---------- March 12th
- **Mail Notice** ---------- March 13th
- Planning & Zoning Workshop ---------- March 17th
- Joint Workshop ---------- April 13th
- City Council Workshop ---------- April 28th
- Planning & Zoning Hearing and Final Report ---------- May 19th
- City Council 1st Reading ---------- May 26th
- City Council 2nd Reading (Code Adopted) ---------- June 9th
- Code Effective ---------- September 1st
  - 60 day – August 1, 30 day – July 1

Extended Testing Timeline

- City Council Workshop ---------- February 24th
- State of Our City ---------- March 12th
- Planning & Zoning Workshop ---------- March 17th
- **Additional Testing, Stakeholder Engagement** ---------- April, May
- **Mail Notice** ---------- May 4th
- Joint Workshop ---------- June 8th
- City Council Workshop ---------- June 23rd
- Planning & Zoning Hearing and Final Report ---------- July 21st
- City Council 1st Reading ---------- July 28th
- City Council 2nd Reading (Code Adopted) ---------- August 11th
- Code Effective ---------- November 1st
  - 60 day – October 1, 30 day – September 1

Feedback Requested

- Does the updated postcard adequately address the feedback from the previous workshop?
  - Are there any additional changes to the language or formatting still needed?
- Which adoption timeline would Council like staff to follow?

City of Georgetown, Texas
City Council
February 24, 2026

SUBJECT:
Biennial Resident Survey Results

SUGGESTED ACTION:
Presentation and discussion regarding results of the biennial resident satisfaction survey -- Jessica Clarke, Assistant to the City Manager

ITEM SUMMARY:
The Resident Survey measures trends in resident priorities, satisfaction with city services and perceptions about city conditions every two years. The City has been implementing a resident survey since 2013. Unlike other public engagement methods, which might attract certain types of residents, this survey ensures a representative sample so that all demographics of Georgetown have a chance to provide input. The goal is to generate results that will inform decision-making and priorities for Departments and identify areas for improvement. Council provided feedback on the survey approach, survey content, timeline, and public outreach prior to survey release. This workshop presentation will walk Councilmembers through the survey results and how best to interpret those results to inform operational decision-making.

FINANCIAL IMPACT:

SUBMITTED BY:
Jessica Clarke, City Manager's Office

ATTACHMENTS:
2026 Georgetown TX Survey Results Presentation (021726).pdf

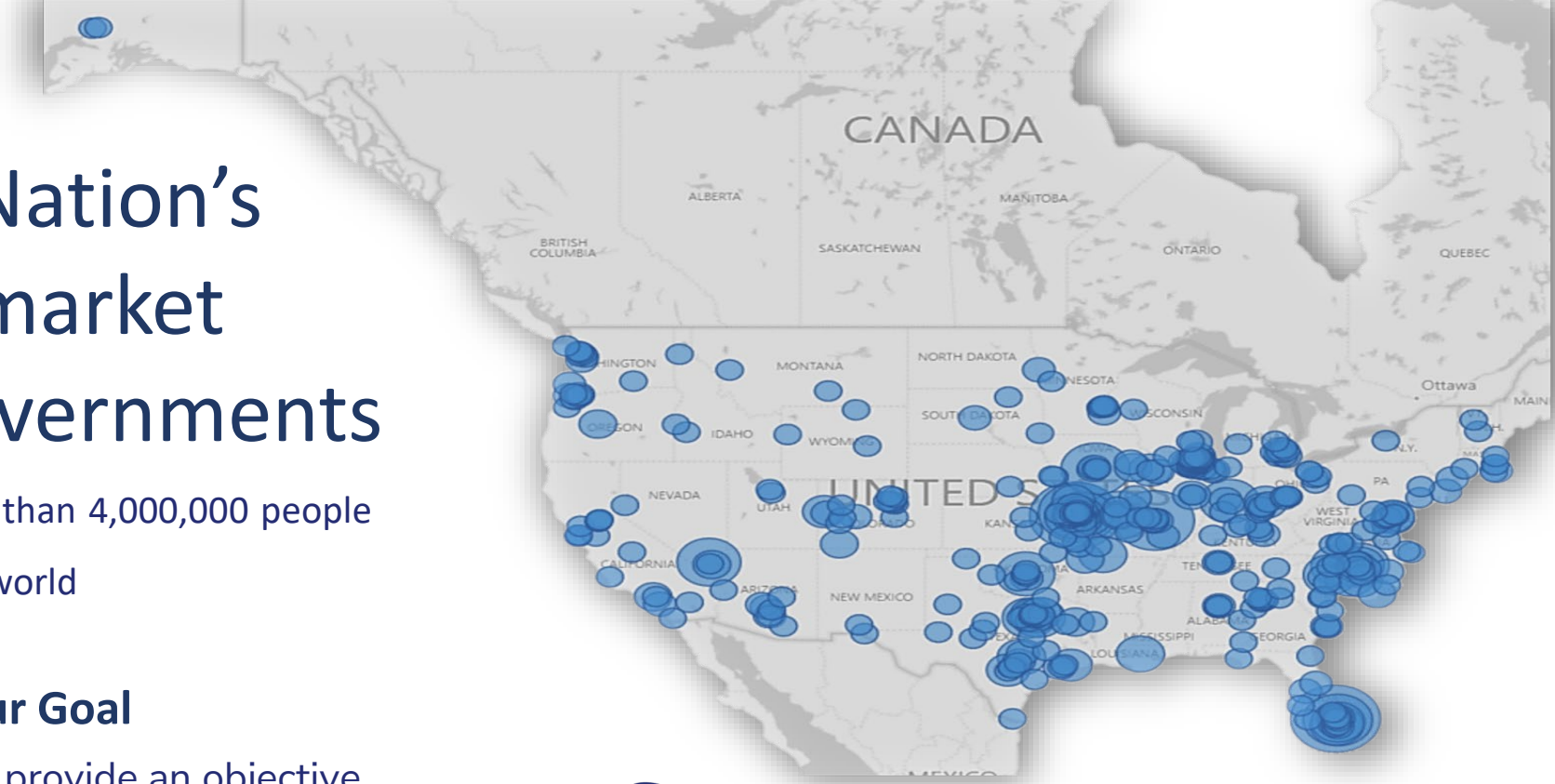
City of Georgetown Resident Satisfaction Survey Findings

Presented by ETC Institute

February 2026

ETC Institute is the Nation's leading provider of market research for local governments

Since 2012, ETC Institute has surveyed more than 4,000,000 people in more than 1,200 communities around the world



Our Mission

For more than 40 years, our mission has been to help local governments gather and use survey data to make better decisions

Our Goal

To provide an objective assessment that community leaders can depend on to make data-driven decisions to improve the lives of residents

Agenda

01. Perceptions

02. Benchmarks

03. Opportunities

04. Communication

05. Customer Service

06. Summary & Conclusions

Resident Satisfaction Survey

Purpose

- To objectively assess and collect opinions and feedback on city programs and services
- To gather input that will be used to develop priorities to improve and expand existing programs and services
- To track the City's performance against national and state benchmarking

Methodology

- First survey conducted for Georgetown by ETC Institute
- Administered by mail, phone, and online with follow-ups by text, email, and social media
- Sample designed to ensure 400 completed surveys that are statistically valid based on the City's population according to the U.S. Census
- 652 completed surveys collected
- MOE: +/-3.8% at 95% level of confidence

Demographic Representation

Q28. Income	2025 Georgetown Survey	U.S. Census for Georgetown
Under $30k	10.2%	Median: $95,062
$30k - $59,999	16.7%	
$60k - $99,999	29.3%	
$100k+	43.9%	

Q31. Gender	2025 Georgetown Survey	U.S. Census for Georgetown
Male	48.6%	48.1%
Female	51.4%	51.9%

Q24. Own v. Rent	2025 Georgetown Survey	U.S. Census for Georgetown
Own	70.0%	69.5%
Rent	30.0%	30.5%

Q27. Race/Ethnicity	2025 Georgetown Survey	U.S. Census for Georgetown
Asian or Asian Indian	2.8%	3.9%
Black or African American	6.0%	5.1%
American Indian or Alaska Native	0.8%	50.0%
White	75.3%	72.2%
Native Hawaiian or other Pacific Islander	0.2%	0.0%
Hispanic	21.6%	21.3%
Other	1.2%	-

Overall, the survey results accurately represent the City of Georgetown

What to Know

652

Total number of completed surveys collected. Goal was 400 completed surveys.

+/-3.8%

Margin of error at the 95% level of confidence.

90%

Percentage of respondents who indicated they are either “very satisfied” or “satisfied” with the City of Georgetown as a place to live which was 35 pts. above the U.S. Average and 40 pts. above the Texas Average

01

The City Sets the Standard for Services

Benchmarking

The City rated significantly higher (4 pts. or more) than the U.S. and Texas Benchmarking Averages in 47 of the 49 areas assessed. Georgetown was 39.5 pts. above the U.S. Average and 38.8 pts. above the Texas Average for overall quality of services provided by the City

02

Perceptions of the City Are Very High

Perceptions

The City’s quality of life ratings were all significantly above (4 pts. or more) the U.S. and Texas Benchmarking Averages. Of the 11 major categories of services, the City rated significantly above both averages in all but one area: flow of traffic on City streets

03

Opportunities for Improvement

Priorities for Improvement

The survey is specifically designed to develop opportunities for improvement through the Importance-Satisfaction Analysis:

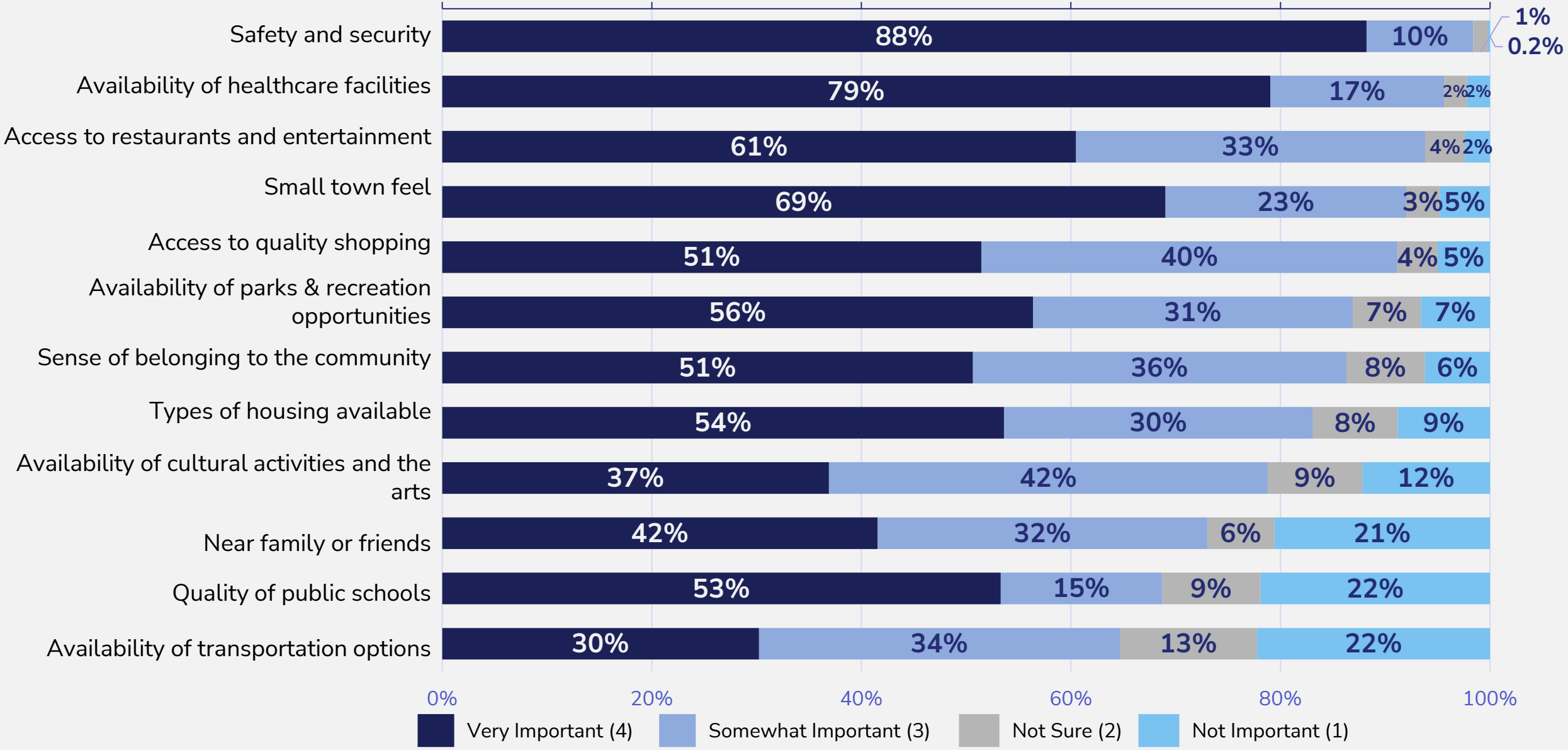
1. Flow of traffic on city streets
2. Effectiveness of city economic development efforts
3. Quality of water utility services

Perceptions

How respondents rated their perceptions of the City of Georgetown

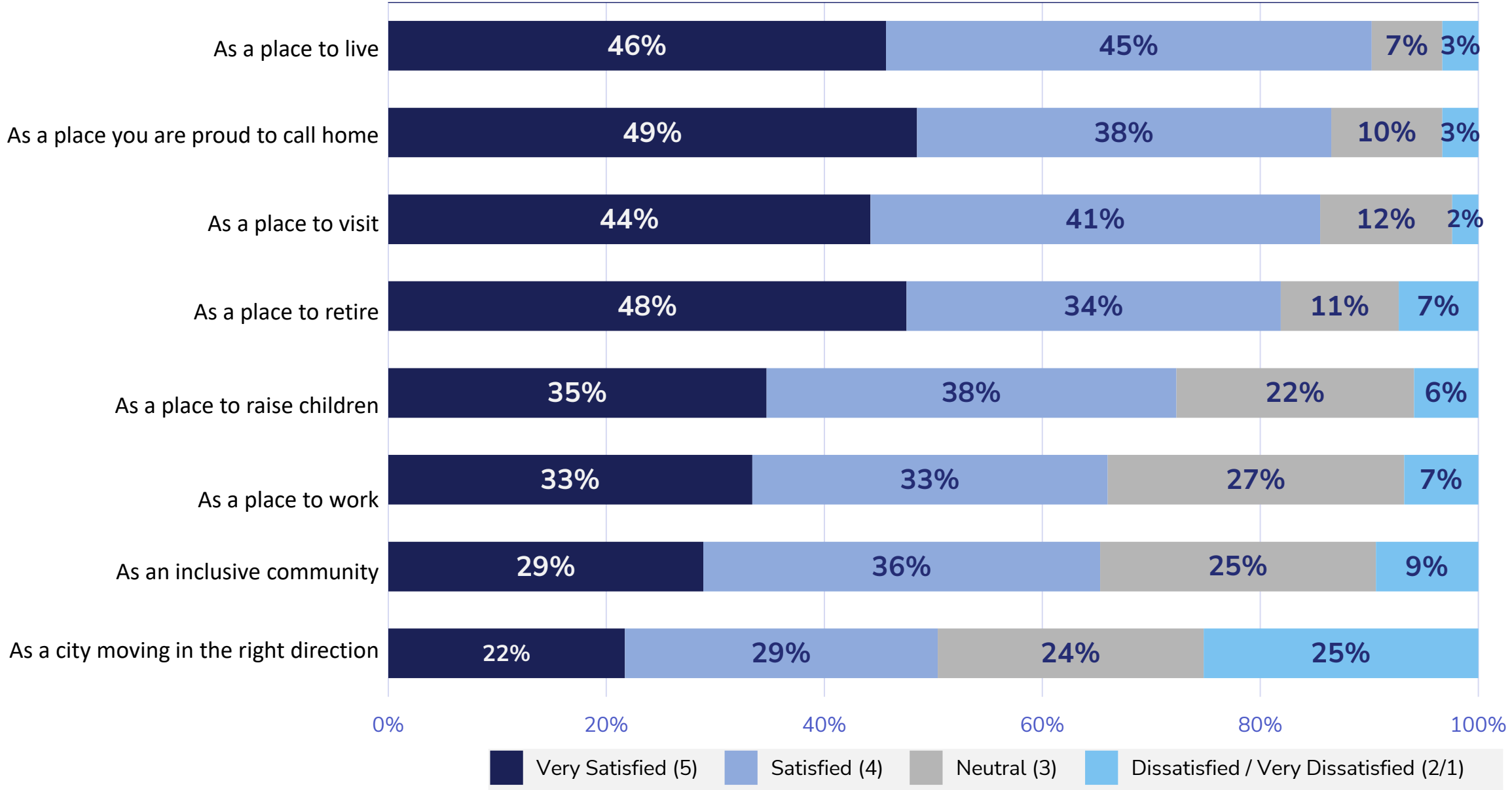
Importance of the Following Reasons For Living in Georgetown

by percentage of respondents (excluding "don't know")



Satisfaction With Quality of Life in the City

by percentage of respondents (excluding "don't know")



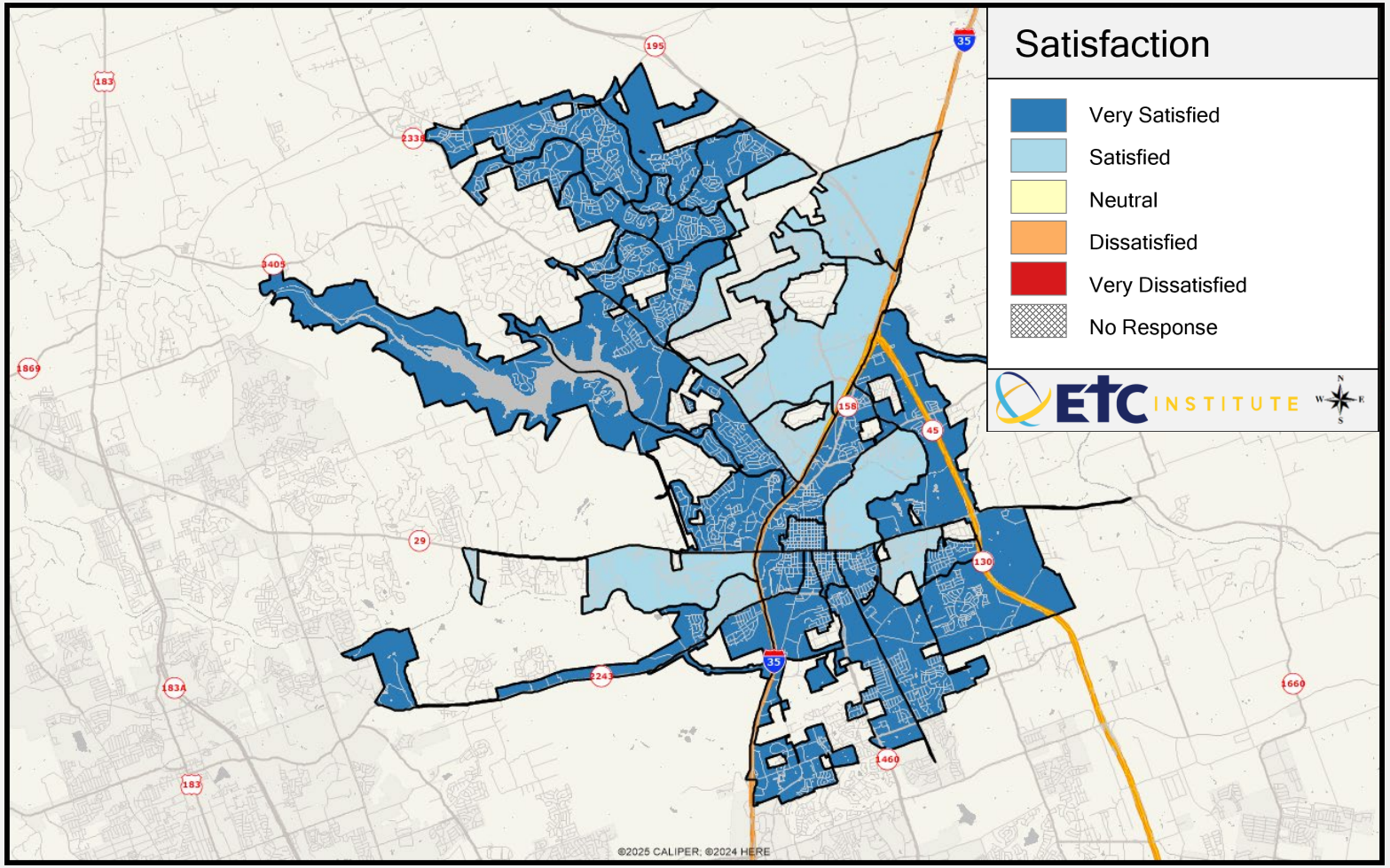
Rating the City of Georgetown as a Place to Live

The map shows that the City of Georgetown is equitably providing services to residents throughout the City with only a few small pockets of 'satisfied' ratings based on the mean rating within each Census Block Group.

Shades of blue generally indicate satisfaction with a service, ratings of very satisfied, satisfied, excellent, good, very safe, or safe

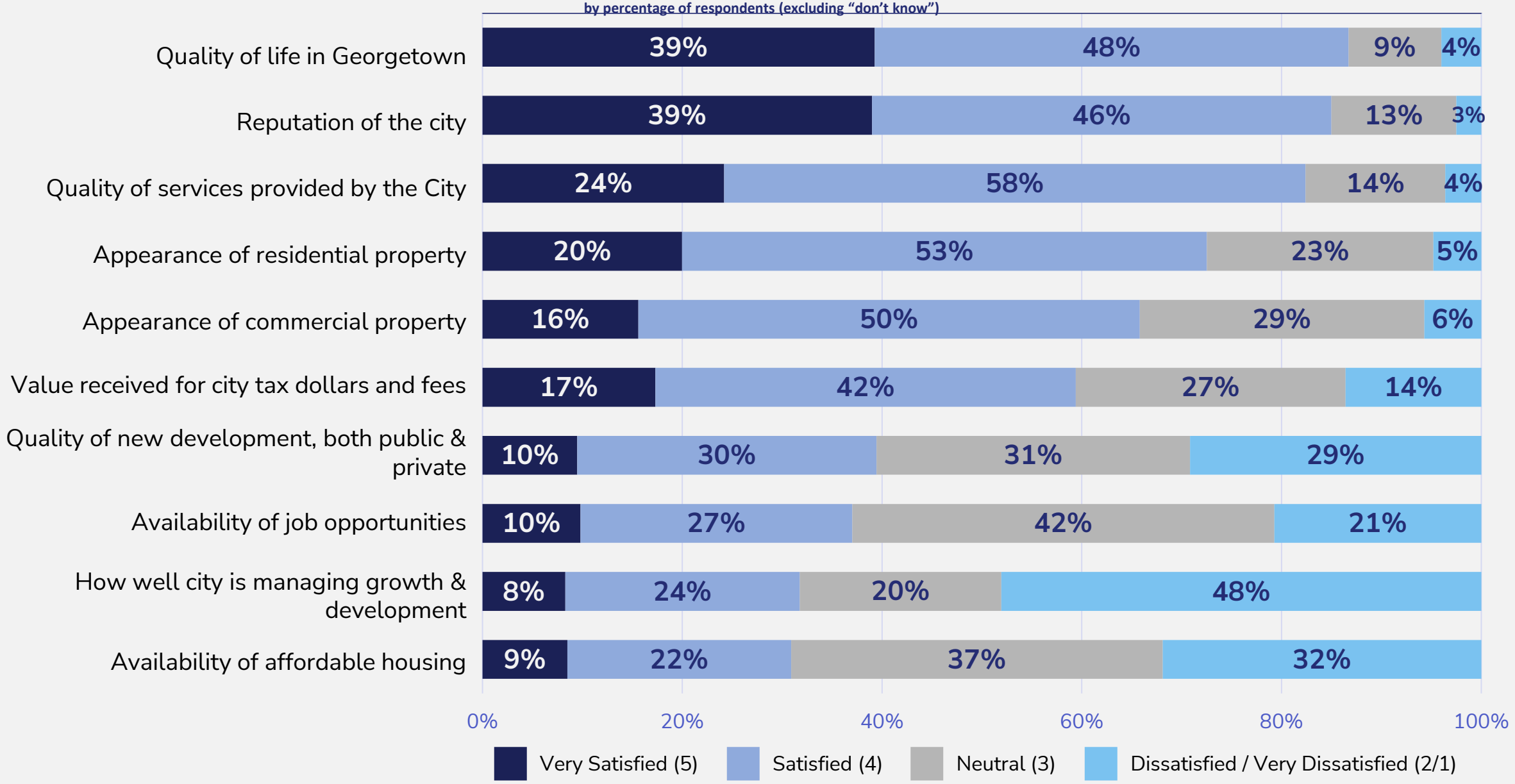
Shades of off-white/yellow indicate neutral ratings

Shades of orange or red indicate negative ratings where general dissatisfaction is higher



Satisfaction With Perceptions of the City

by percentage of respondents (excluding "don't know")

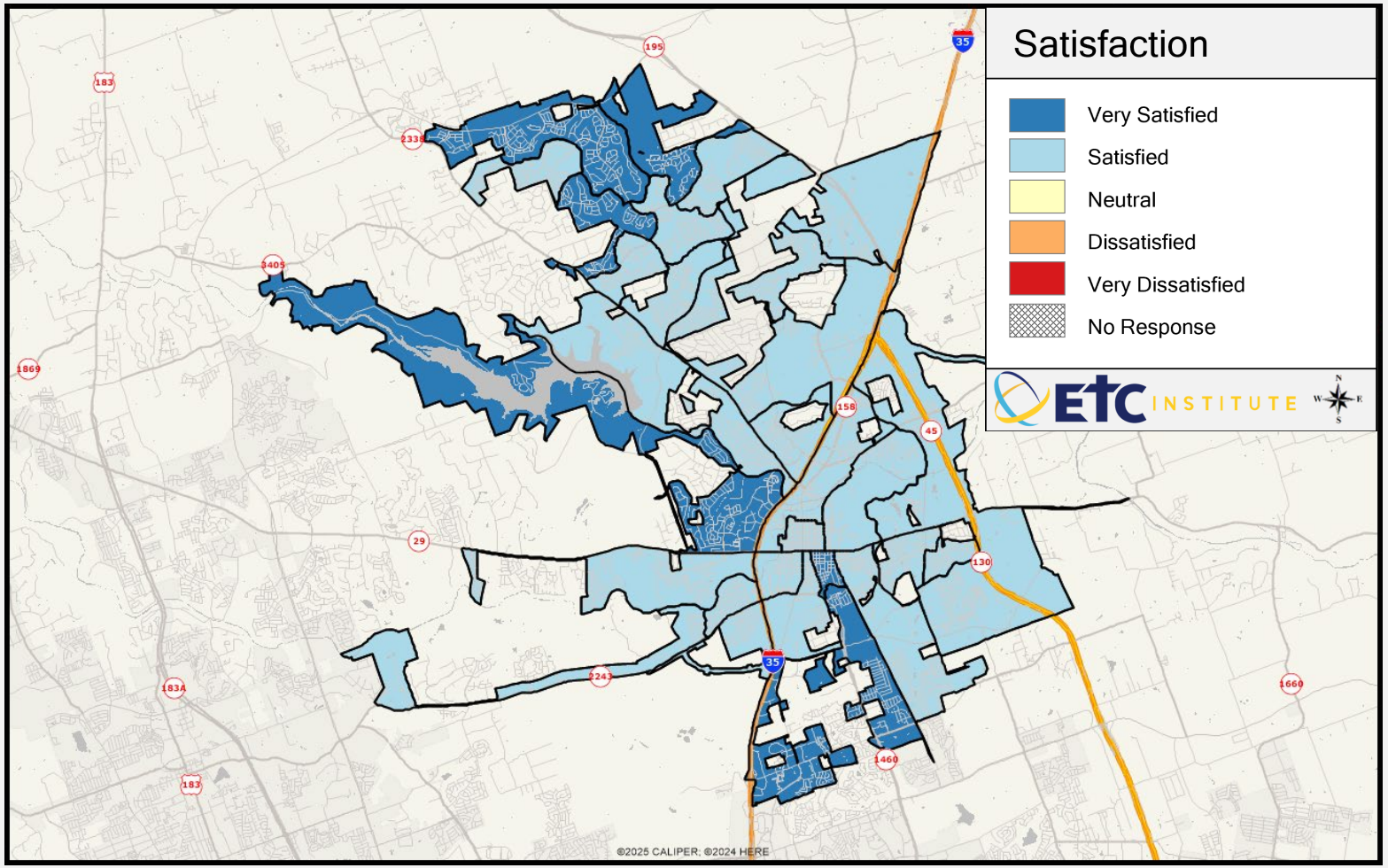


Overall Quality of Life in Georgetown

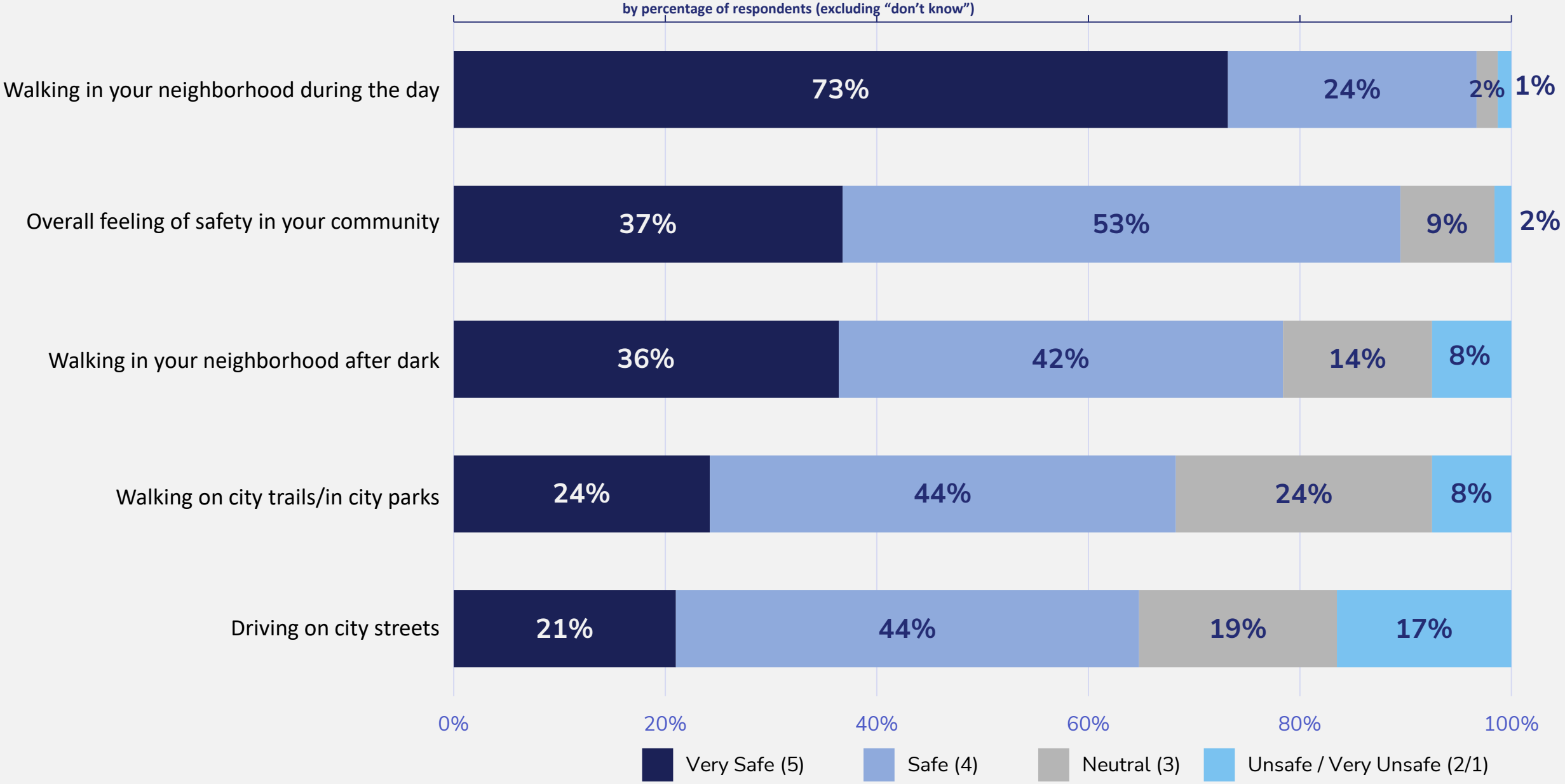
Shades of blue generally indicate satisfaction with a service, ratings of very satisfied, satisfied, excellent, good, very safe, or safe

Shades of off-white/yellow indicate neutral ratings

Shades of orange or red indicate negative ratings where general dissatisfaction is higher



Perceptions of Safety in the Following Situations



Benchmarks

How does Georgetown compare to U.S. and Texas benchmarking averages?

National and Regional Benchmarking

A total of 49 items were directly comparable to National and Regional Averages.

Georgetown rated **SIGNIFICANTLY ABOVE** the U.S. Average in 47 of the 49 areas assessed (96%)

Georgetown also rated **SIGNIFICANTLY ABOVE** the Texas Average in 47 of the 49 areas assessed (96%)

ETC Institute maintains national and regional benchmarking

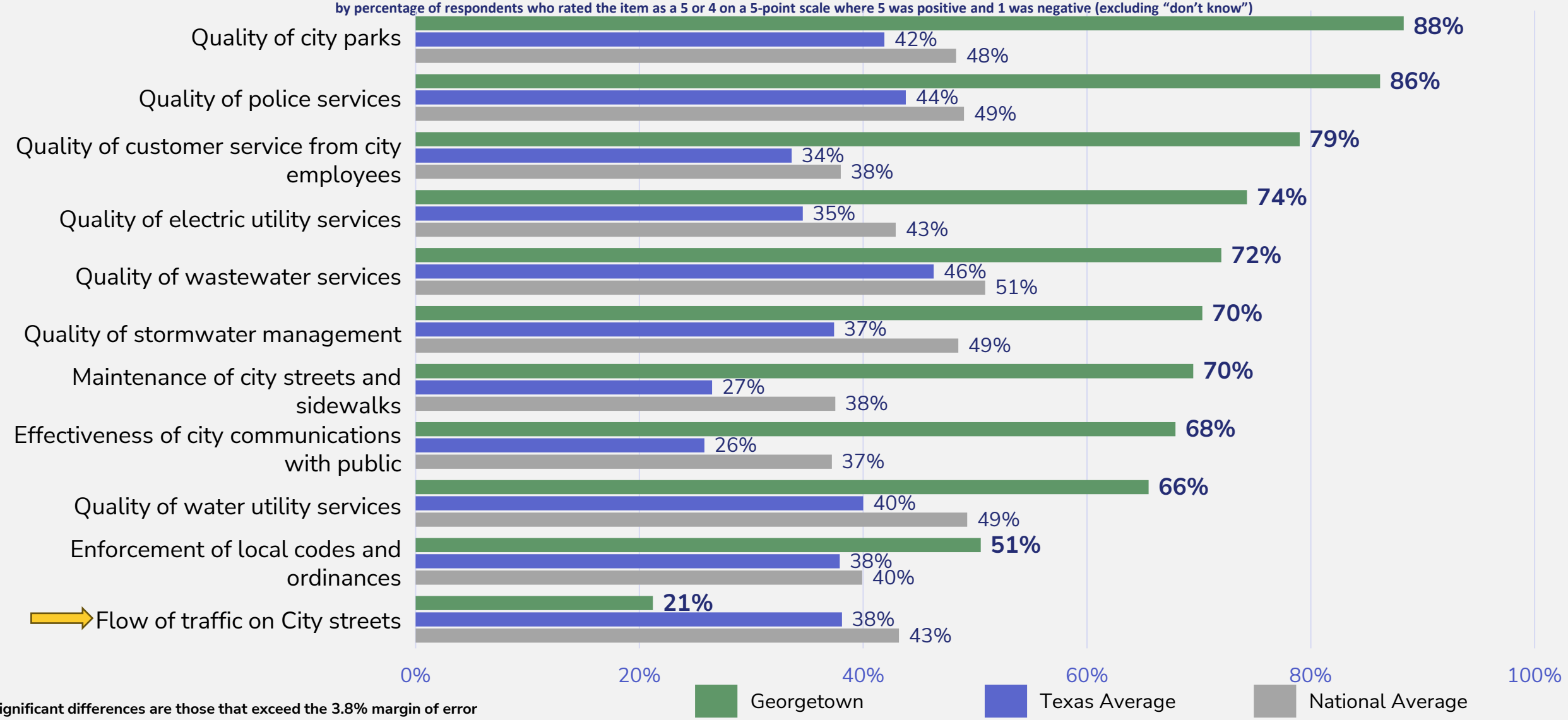
Georgetown's results were compared to two different sources:

- National Average: a national survey administered during the summer of 2025
- Regional Survey: a survey administered during the summer of 2025 to residents in Texas

Significant differences are those that exceed the 3.8% margin of error

Satisfaction With City Services
Georgetown vs. Texas vs. National Average

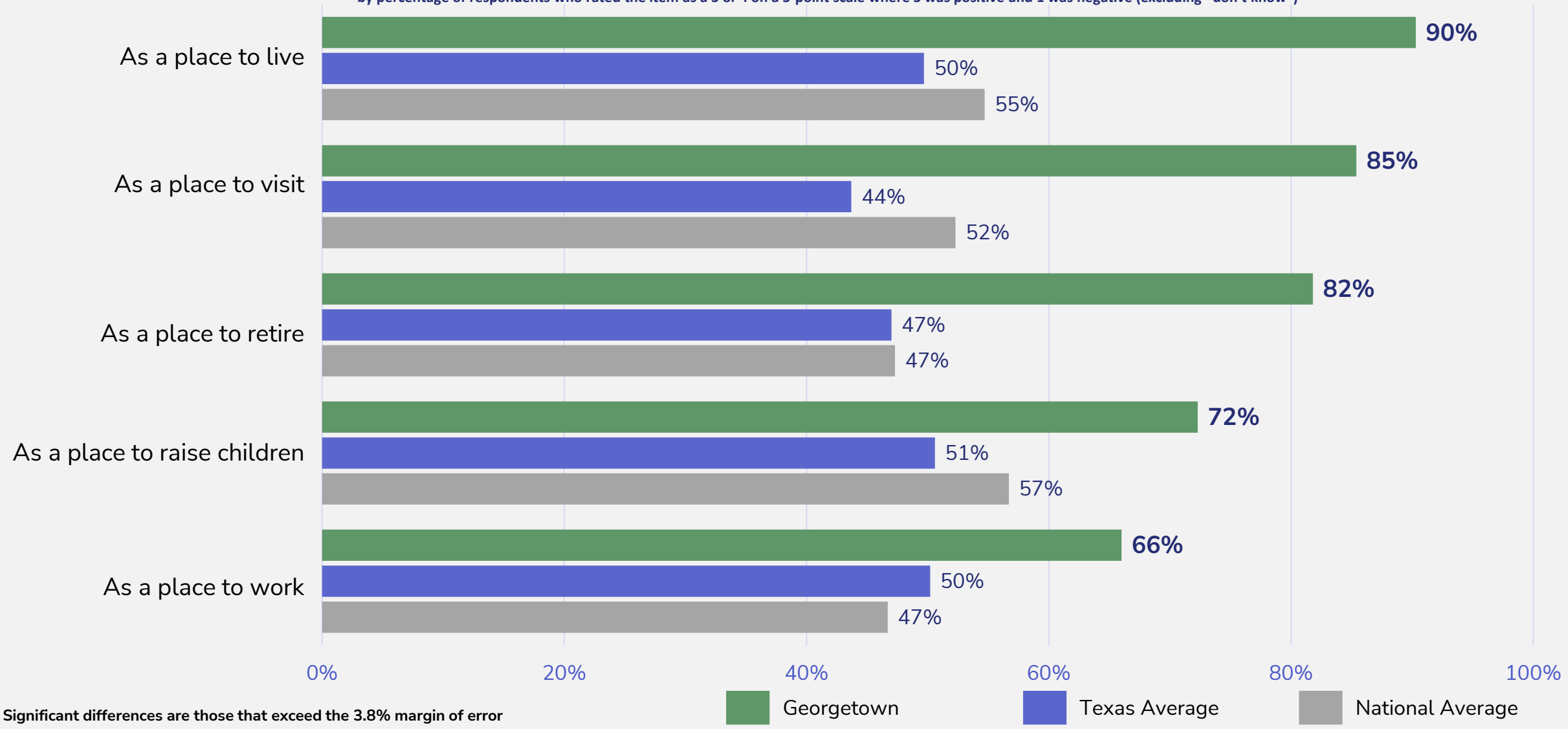
by percentage of respondents who rated the item as a 5 or 4 on a 5-point scale where 5 was positive and 1 was negative (excluding "don't know")



Significant differences are those that exceed the 3.8% margin of error

Satisfaction With Quality of Life in the City
Georgetown vs. Texas vs. National Average

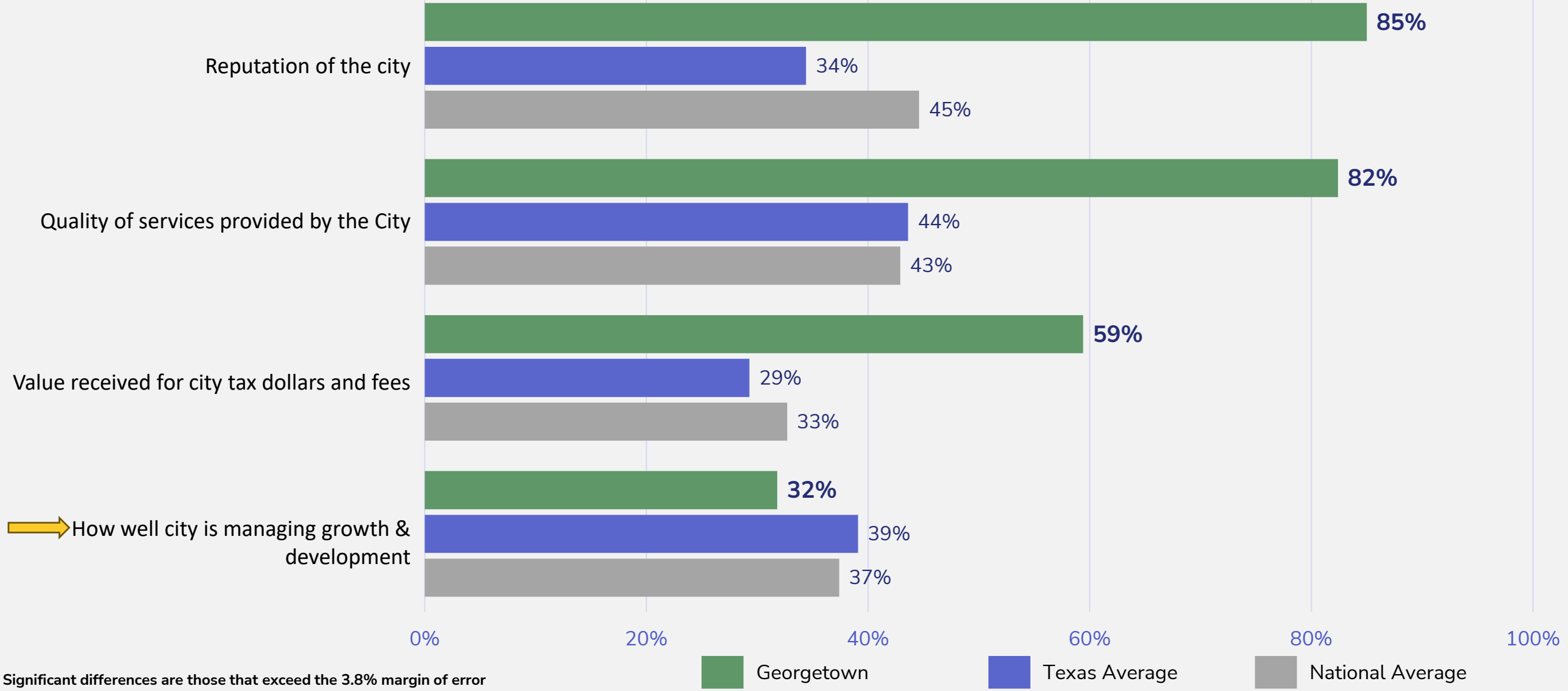
by percentage of respondents who rated the item as a 5 or 4 on a 5-point scale where 5 was positive and 1 was negative (excluding "don't know")



Significant differences are those that exceed the 3.8% margin of error

Satisfaction With Perceptions of the City
Georgetown vs. Texas vs. National Average

by percentage of respondents who rated the item as a 5 or 4 on a 5-point scale where 5 was positive and 1 was negative (excluding "don't know")



Significant differences are those that exceed the 3.8% margin of error

U.S. Benchmarking

Significantly Higher

- Quality of customer service from city employees, (+41%)
- Reputation of the city, (+40.4%)
- Quality of city parks, (+40%)
- Quality of services provided by the City, (+39.5%)
- Quality of police services, (+37.2%)
- As a place to live, (+35.6%)
- Curbside recycling services, (+35.5%)
- As a place to retire, (+34.5%)
- As a place to visit, (+33.1%)
- Residential garbage collection services, (+32.9%)

Significantly Lower

- Flow of traffic on City streets, (-22%)
- How well the City is managing growth and development, (-5.6%)

Significant differences are those that exceed the 3.8% margin of error

Texas Benchmarking

Significantly Higher

- Reputation of the city, (+50.6%)
- Quality of city parks, (+46.4%)
- Quality of customer service from city employees, (+45.4%)
- Condition of neighborhood streets, (+43.8%)
- Maintenance of city streets and sidewalks, (+43%)
- Quality of police services, (+42.4%)
- Effectiveness of city communications with public, (+42.1%)
- As a place to visit, (+41.7%)
- As a place to live, (+40.6%)
- Reliability of the electric service, (+40%)

Significantly Lower

- Flow of traffic on City streets, (-16.9%)
- How well the City is managing growth and development, (-7.3%)

Significant differences are those that exceed the 3.8% margin of error

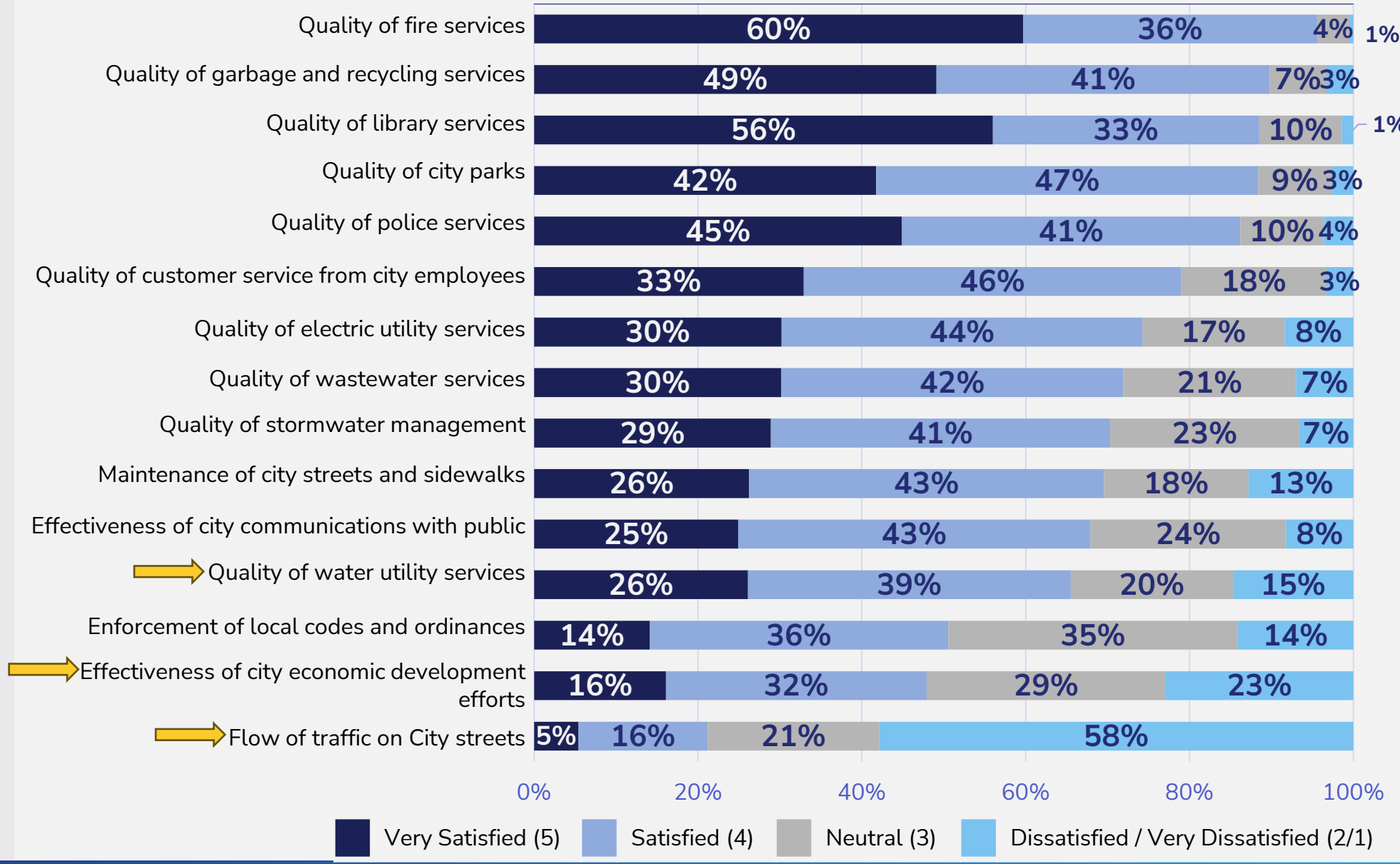
Opportunities

Opportunities for improvement based on the Importance-Satisfaction Analysis

The Importance-Satisfaction Analysis is meant to first identify areas with lower-than-average levels of satisfied responses

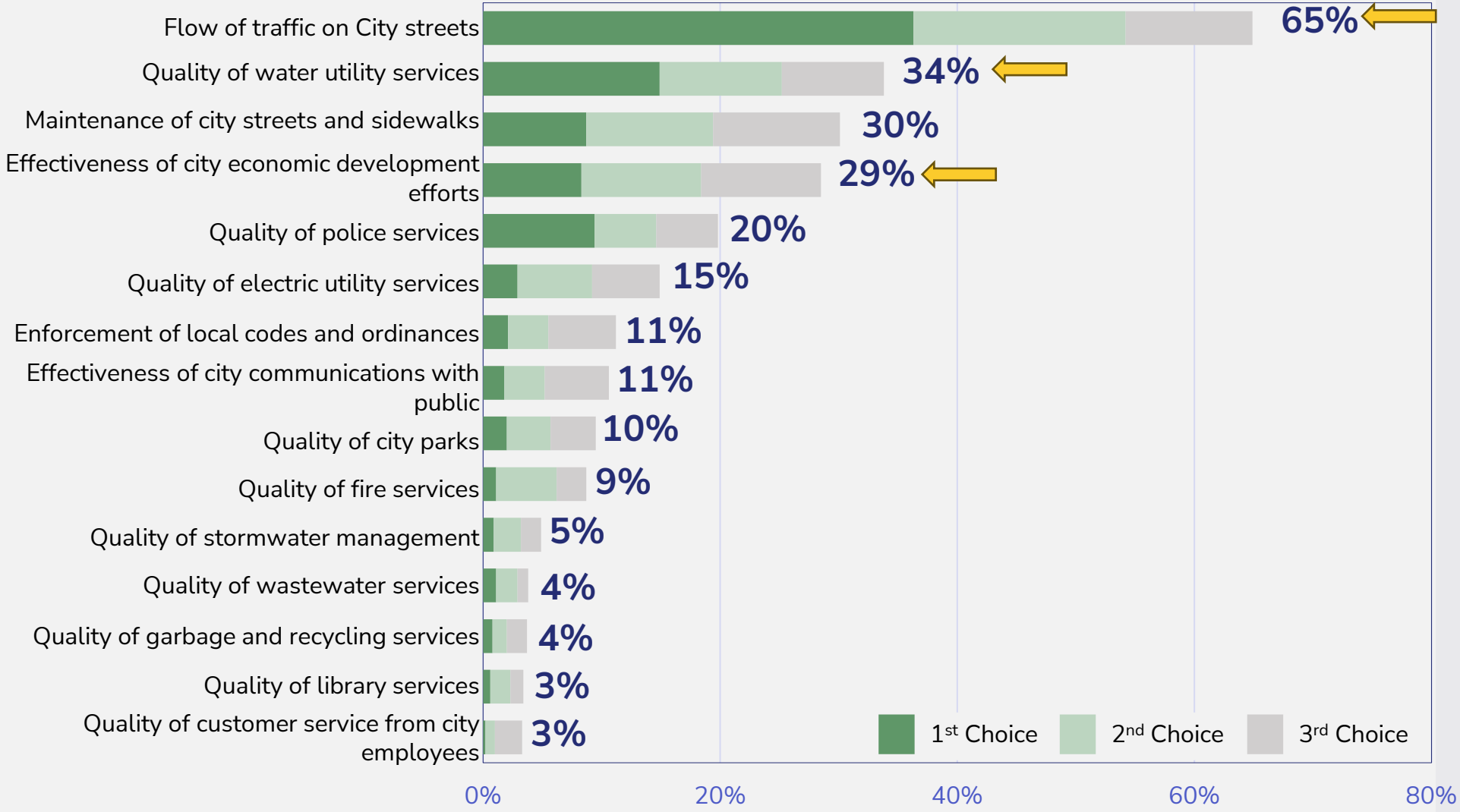
Satisfaction With City Services

by percentage of respondents (excluding "don't know")



City Services That Should Receive the Most Emphasis Over the Next Two Years

by percentage of respondents who selected the item as one of their top three choices



When an area has lower-than-average satisfaction and higher-than-average emphasis ratings, they are identified as opportunities for improvement

Importance-Satisfaction Rating
2025 Georgetown Resident Satisfaction Survey
Major Categories of City Services

Category of Service	Most Important %	Most Important Rank	Satisfaction %	Satisfaction Rank	Importance-Satisfaction Rating	I-S Rating Rank
Flow of traffic on City streets	65%	1	21%	15	0.5114	1
Effectiveness of city economic development efforts	29%	4	48%	14	0.1485	2
Quality of water utility services	34%	2	66%	12	0.1166	3
Maintenance of city streets and sidewalks	30%	3	70%	10	0.0918	4
Enforcement of local codes and ordinances	11%	7	51%	13	0.0554	5
Quality of electric utility services	15%	6	74%	7	0.0383	6
Effectiveness of city communications with public	11%	8	68%	11	0.0340	7
Quality of police services	20%	5	86%	5	0.0273	8
Quality of stormwater management	5%	11	70%	9	0.0146	9
Quality of city parks	10%	9	88%	4	0.0111	10
Quality of wastewater services	4%	12	72%	8	0.0106	11
Quality of customer service from city employees	3%	15	79%	6	0.0069	12
Quality of library services	3%	14	89%	3	0.0039	13
Quality of fire services	9%	10	96%	1	0.0038	14
Quality of garbage and recycling services	4%	13	90%	2	0.0038	15

Flow of Traffic on City Streets

This item was determined to be the top priority for improvement based on the Importance-Satisfaction Analysis.

Shades of blue generally indicate satisfaction with a service, ratings of very satisfied, satisfied, excellent, good, very safe, or safe

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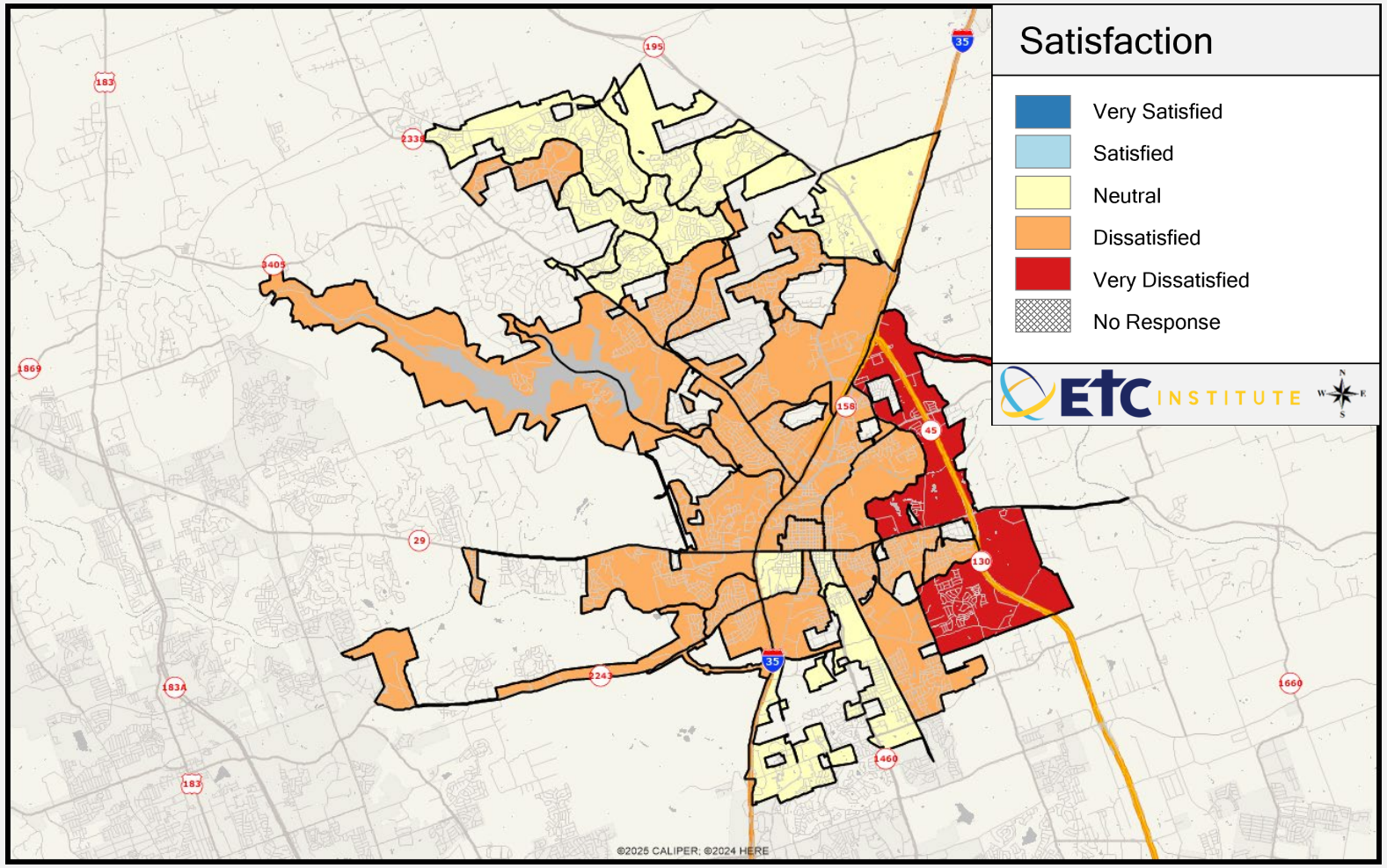

Effectiveness of City Economic Development Efforts

This item was determined to be the second highest priority for improvement based on the Importance-Satisfaction Analysis.

Shades of blue generally indicate satisfaction with a service, ratings of very satisfied, satisfied, excellent, good, very safe, or safe

Shades of off-white/yellow indicate neutral ratings

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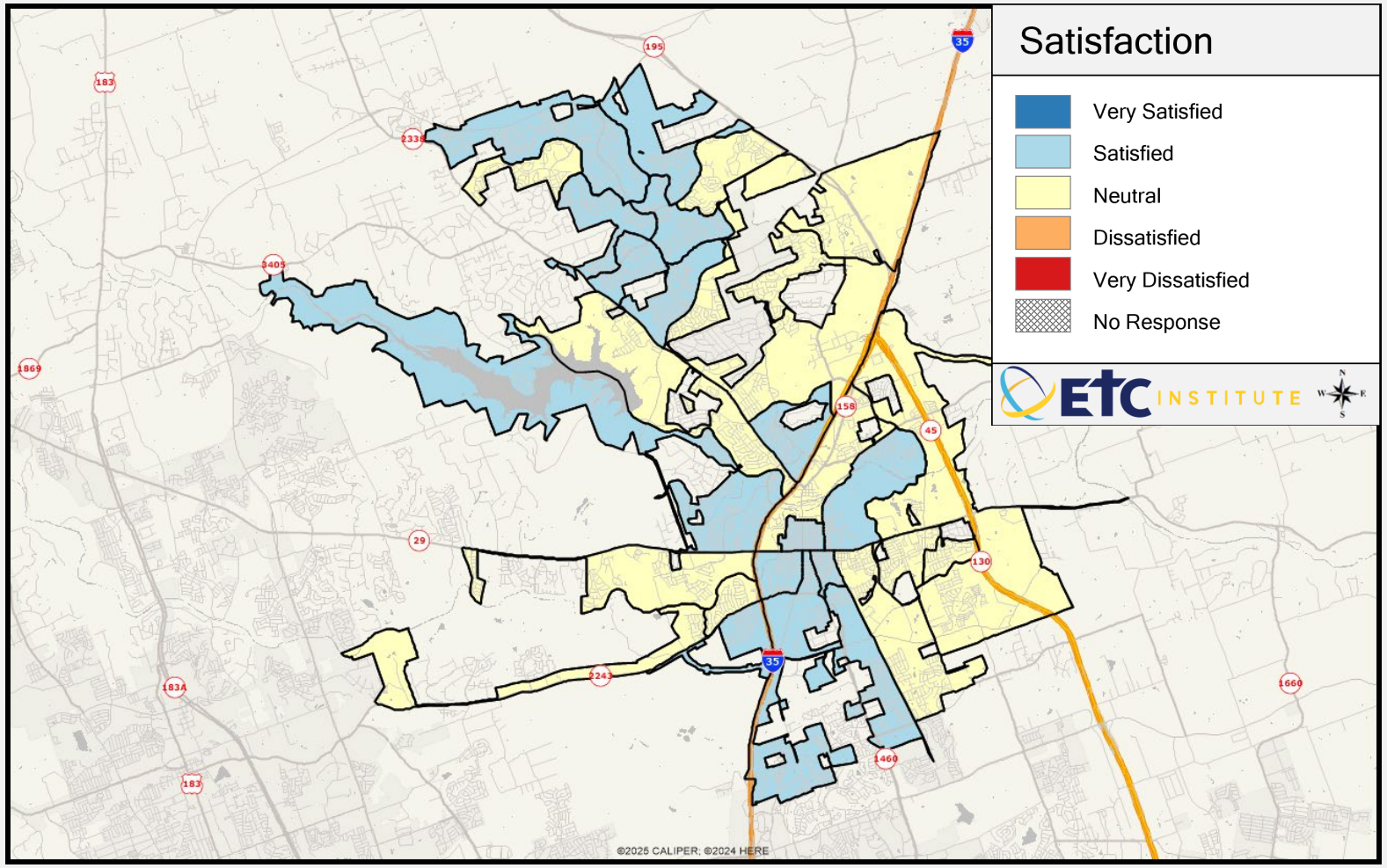

Quality of Water Utility Services

This item was determined to be the third highest priority for improvement based on the Importance-Satisfaction Analysis.

Shades of blue generally indicate satisfaction with a service, ratings of very satisfied, satisfied, excellent, good, very safe, or safe

Shades of off-white/yellow indicate neutral ratings

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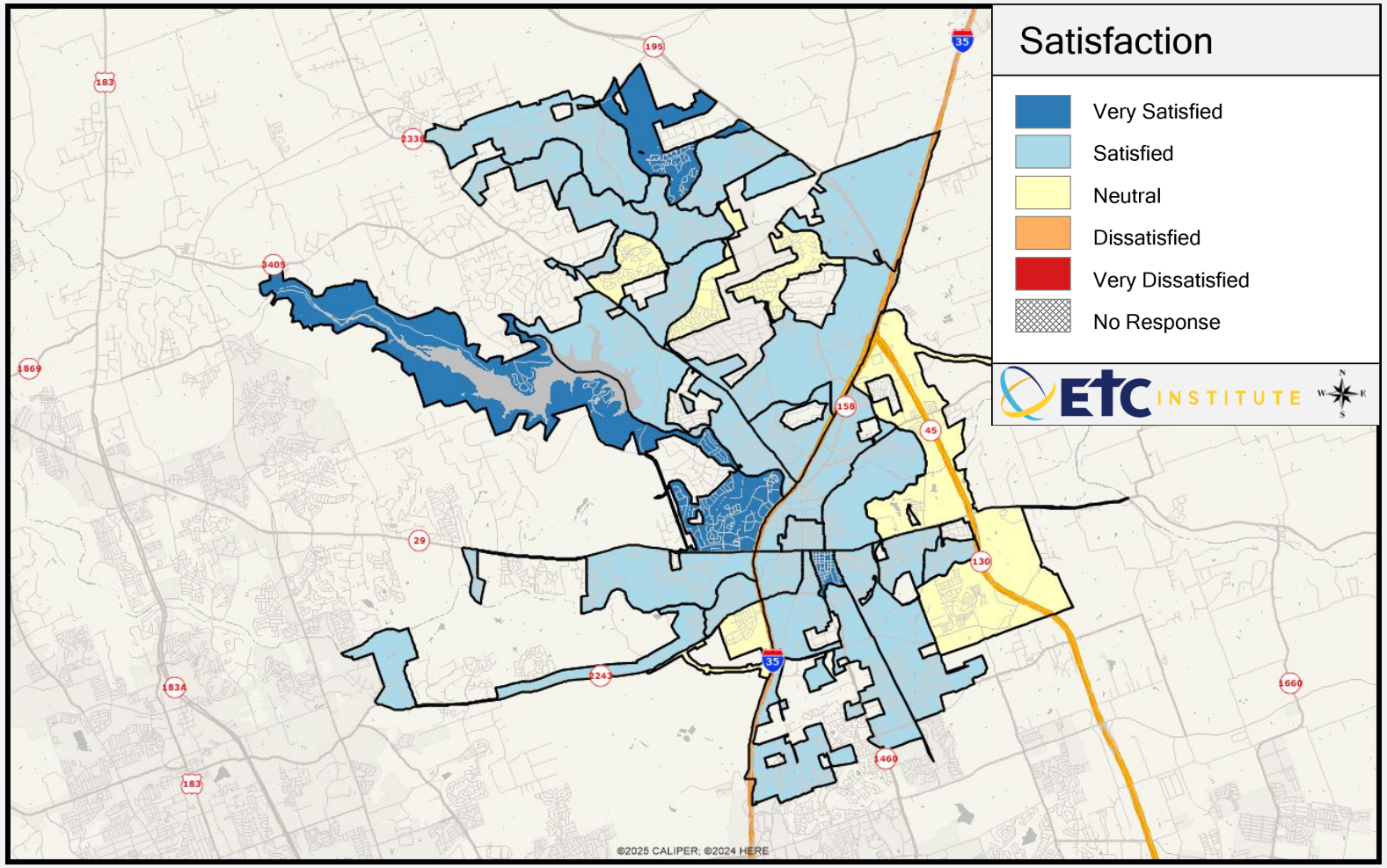


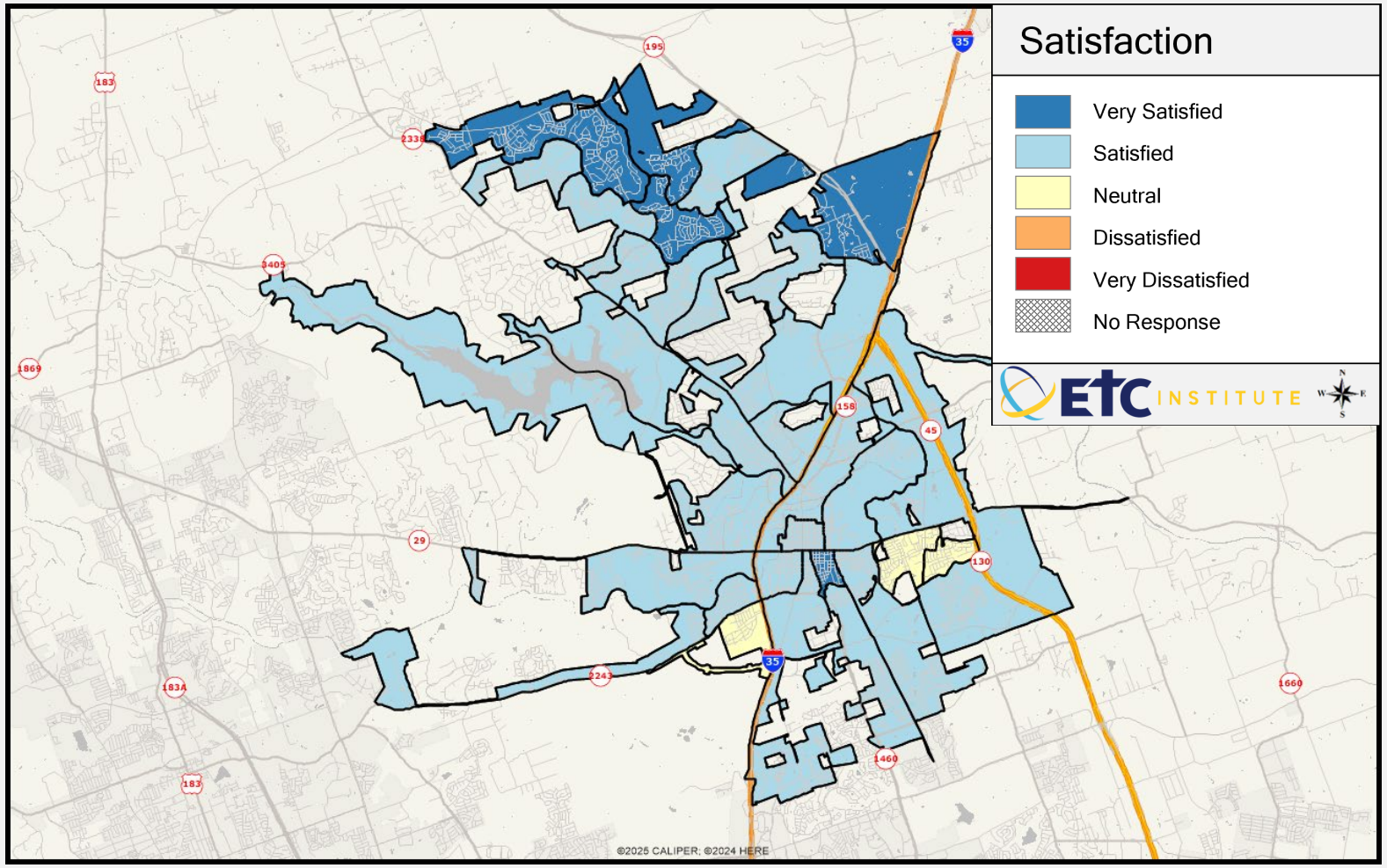
Maintenance of City Streets and Sidewalks

This item was determined to be the fourth highest priority for improvement based on the Importance-Satisfaction Analysis.

Shades of blue generally indicate satisfaction with a service, ratings of very satisfied, satisfied, excellent, good, very safe, or safe

Shades of off-white/yellow indicate neutral ratings

Shades of orange or red indicate negative ratings where general dissatisfaction is higher



Importance-Satisfaction Rating
2025 Georgetown Resident Satisfaction Survey
Public Safety Services

Category of Service	Most Important %	Most Important Rank	Satisfaction %	Satisfaction Rank	Importance-Satisfaction Rating	I-S Rating Rank
Enforcement of local traffic laws	31%	3	53%	11	0.1468	1
Visibility of police in neighborhoods	37%	2	61%	7	0.1451	2
Visibility of police in commercial & retail areas	26%	4	57%	9	0.1097	3
City's overall efforts to prevent crime	37%	1	72%	5	0.1044	4
Public education programs	16%	6	56%	10	0.0686	5
How quickly police respond to emergencies	16%	5	78%	4	0.0365	6
Animal control services	8%	10	61%	6	0.0300	7
Parking enforcement services	5%	11	53%	12	0.0223	8
Municipal Court	3%	12	59%	8	0.0131	9
How quickly ambulance/EMS personnel respond	10%	9	92%	3	0.0077	10
How quickly fire services personnel respond	10%	8	93%	2	0.0076	11
Quality of ambulance/emergency medical services (EMS)	10%	7	93%	1	0.0074	12

Importance-Satisfaction Rating
2025 Georgetown Resident Satisfaction Survey
Maintenance and Environmental Services

Category of Service	Most Important %	Most Important Rank	Satisfaction %	Satisfaction Rank	Importance-Satisfaction Rating	I-S Rating Rank
Accessibility of streets, sidewalks, and buildings for people with disabilities	23%	1	58%	12	0.0944	1
Condition of pavement markings on streets	22%	2	61%	11	0.0851	2
Household hazardous waste disposal service	19%	4	63%	9	0.0699	3
Condition of landscaping or streetscaping in medians along streets	17%	8	62%	10	0.0634	4
Mowing/trimming along streets/other public areas	16%	9	65%	8	0.0547	5
Condition of neighborhood sidewalks	17%	7	70%	7	0.0503	6
Condition of street signs and traffic signals	20%	3	79%	5	0.0412	7
Cleanliness of streets and other public areas	17%	6	76%	6	0.0409	8
Condition of neighborhood streets	18%	5	85%	3	0.0271	9
Condition of street drainage	11%	10	81%	4	0.0213	10
Curbside recycling services	7%	11	88%	2	0.0082	11
Residential garbage collection services	5%	12	94%	1	0.0031	12

Importance-Satisfaction Rating
2025 Georgetown Resident Satisfaction Survey
Parks and Recreation

Category of Service	Most Important %	Most Important Rank	Satisfaction %	Satisfaction Rank	Importance-Satisfaction Rating	I-S Rating Rank
Senior adult programs	16%	5	60%	9	0.0632	1
Number of walking/biking trails	20%	3	75%	4	0.0495	2
Quality of facilities at city parks	24%	2	81%	2	0.0457	3
Number of parks	17%	4	75%	5	0.0421	4
Maintenance of city parks	27%	1	86%	1	0.0388	5
Ease of registering for city programs	9%	8	61%	8	0.0349	6
Youth athletic programs in your area	9%	7	63%	7	0.0349	7
Adult athletic programs in your area	8%	9	58%	10	0.0318	8
Georgetown Recreation Center	13%	6	77%	3	0.0289	9
Quality of outdoor athletic fields	6%	10	70%	6	0.0189	10

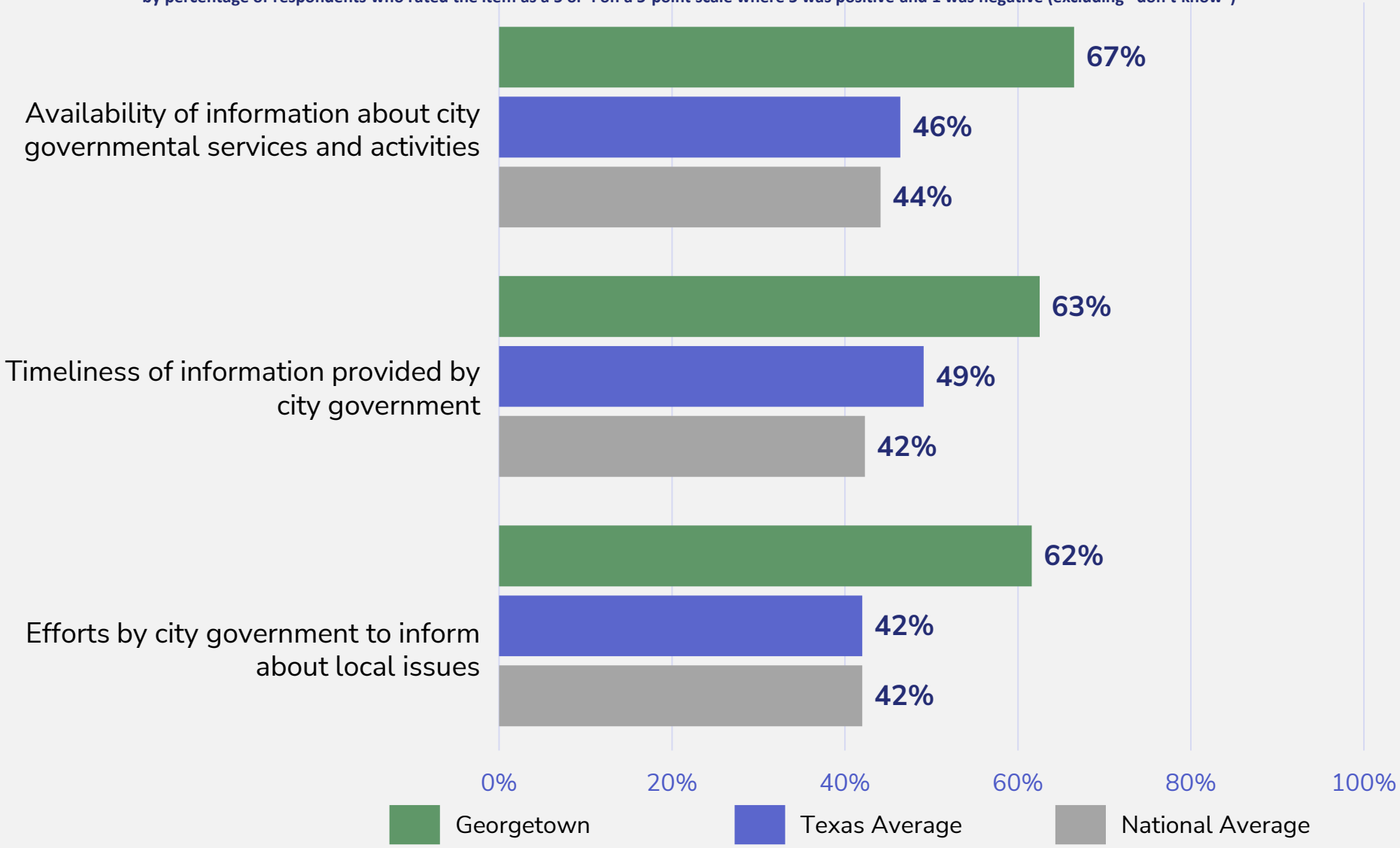
Communication

Communication plays a vital role in maintaining exceptionally high perception and satisfaction scores

The City saw exceptionally high levels of satisfaction with the three areas of Public Communication that were comparable to U.S. and Texas Benchmark Averages

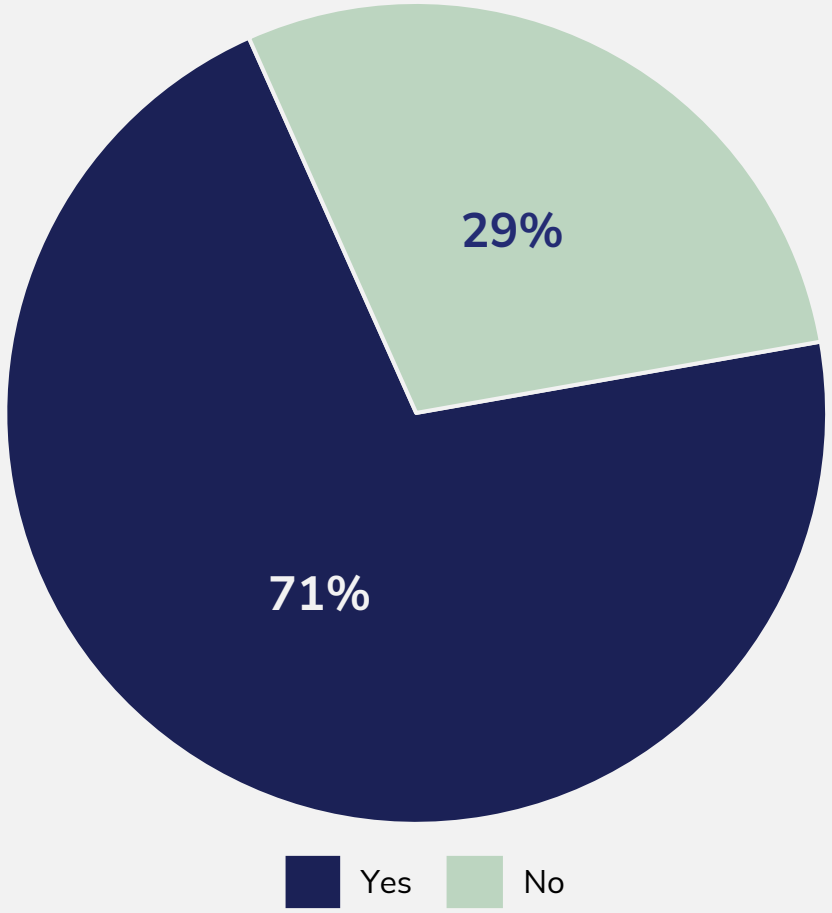
Satisfaction With Public Communications Georgetown vs. Texas vs. National Average

by percentage of respondents who rated the item as a 5 or 4 on a 5-point scale where 5 was positive and 1 was negative (excluding "don't know")



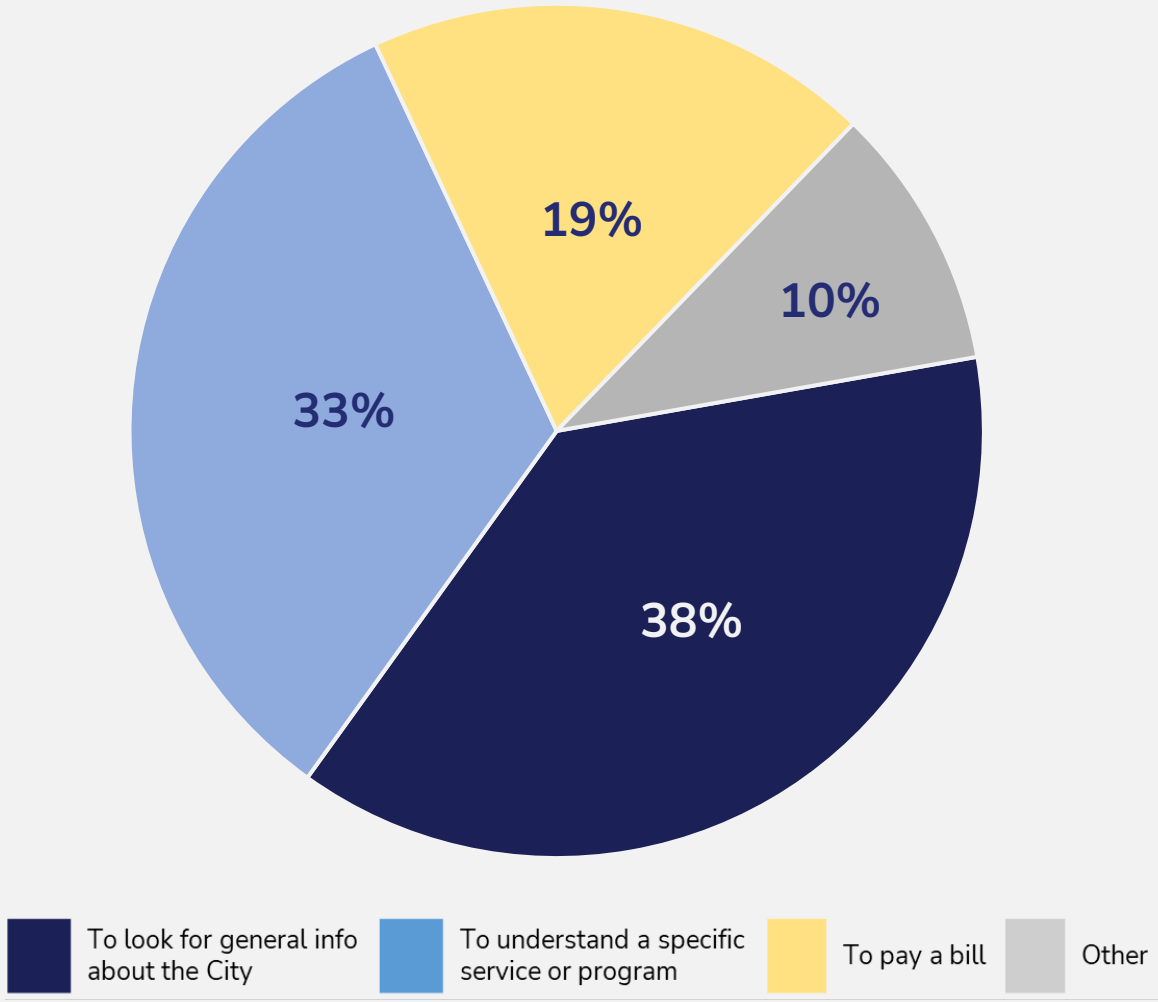
Have you visited the City's website during the past 12 months?

by percentage of respondents (excluding "don't know")



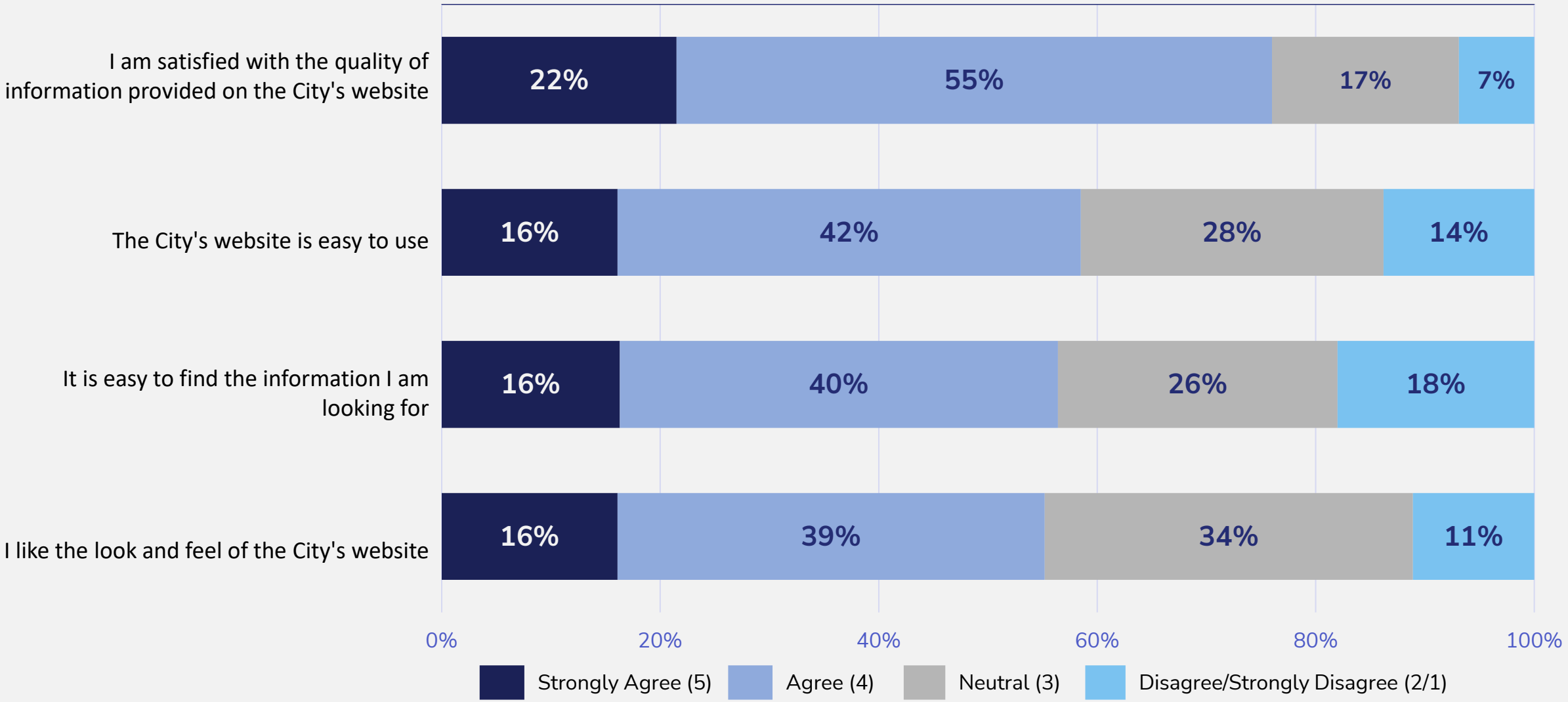
What was the reason for your most recent visit to the City's website?

by percentage of respondents who visited the City's website during the past 12 months (excluding "not provided")



Agreement With the Following Statements About the City's Website

by percentage of respondents who visited the City's website during the past 12 months (excluding "not provided")

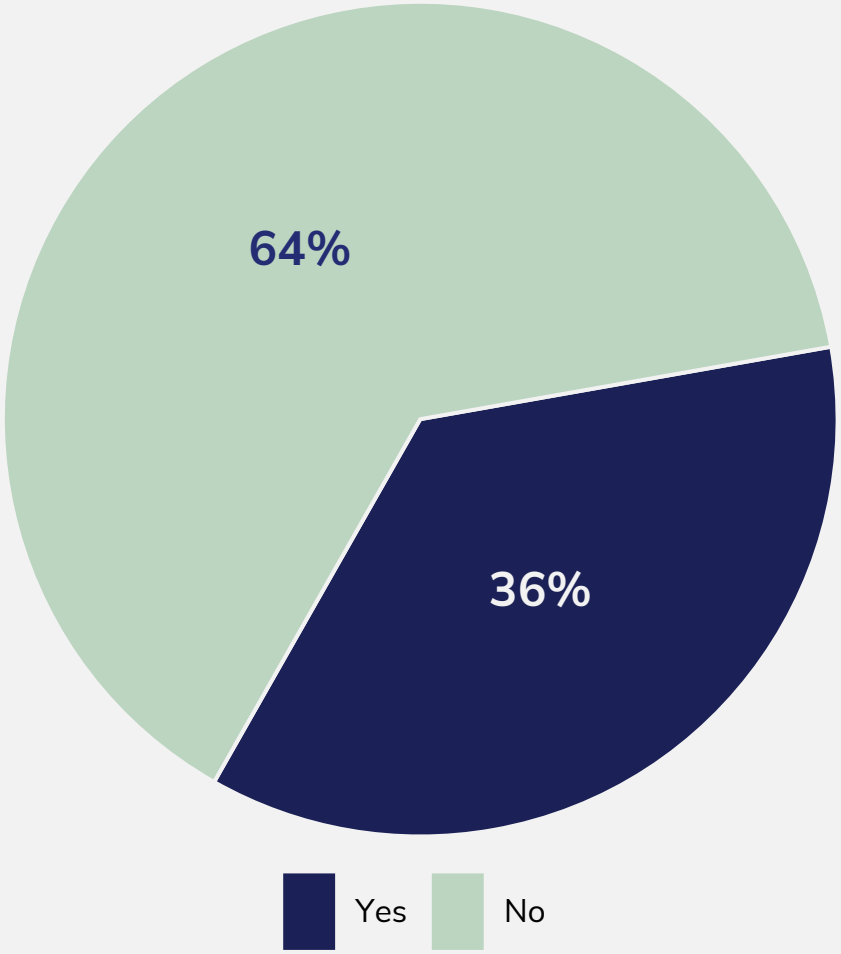


Customer Service

The City of Georgetown has public-facing employees who provide excellent customer service to residents

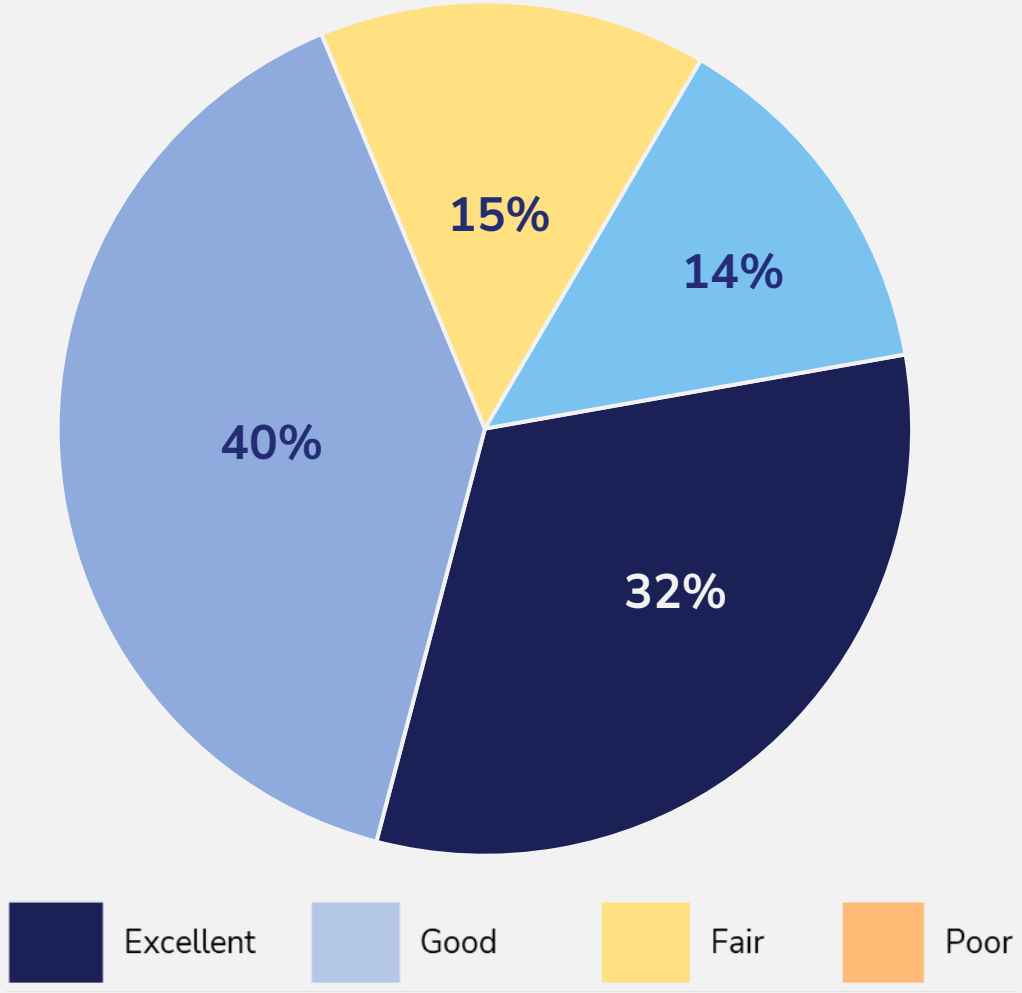
Have you contacted the City with a question or to report a problem or complaint during the past year?

by percentage of respondents



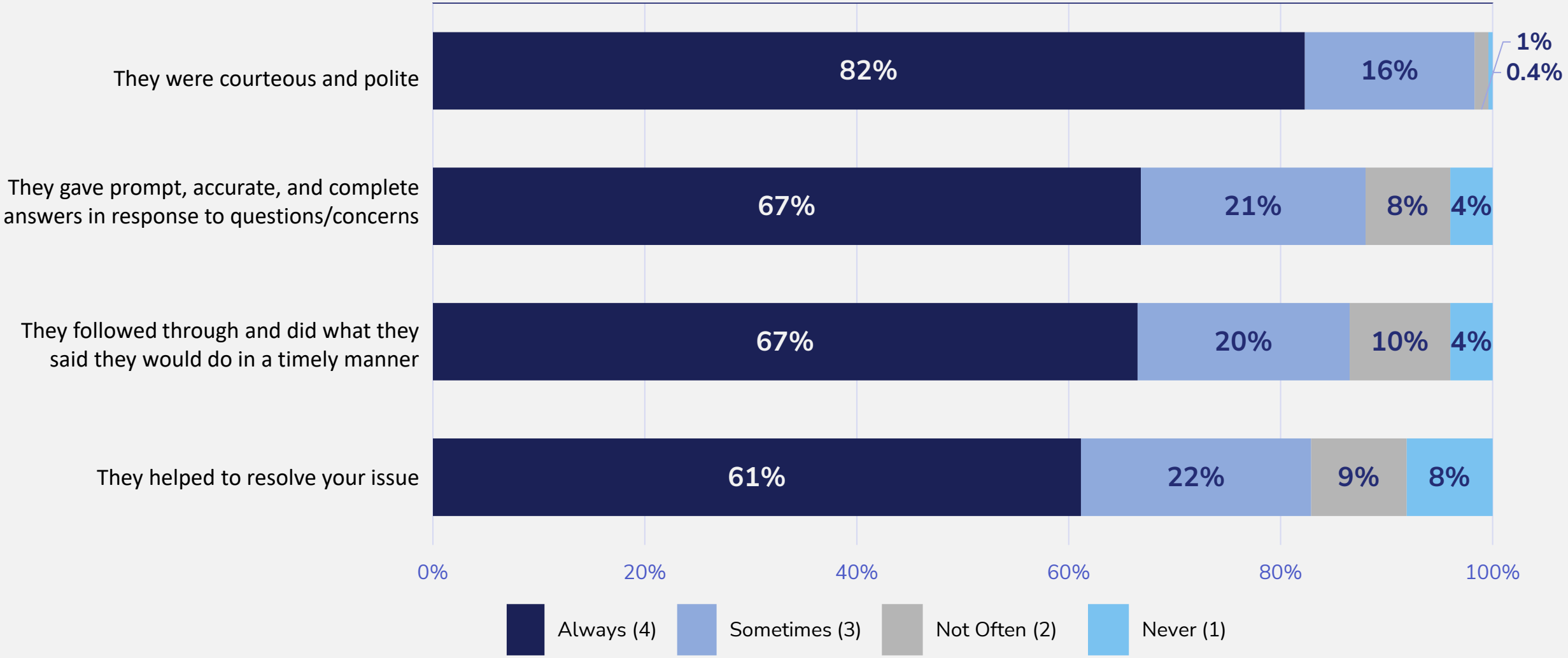
How would you describe the service you received?

by percentage of respondents who contacted the City during the past year (excluding "don't know")



Frequency That City Employees Displayed the Following Behaviors

by percentage of respondents who contacted the City during the past year (excluding "don't know")



Summary

- **Georgetown residents report extremely high overall satisfaction** – with 90% rating the City as a good place to live—well above both national and Texas benchmarks
- **City services set a national standard** – with Georgetown scoring significantly higher than U.S. and Texas averages in 47 of 49 service areas assessed
- **Quality of life and community perceptions are exceptionally strong** – including high ratings for safety, reputation, and Georgetown's desirability as a place to live, retire, and visit
- **Customer service from City employees stands out as a major strength** – ranking among the highest-rated areas compared with benchmark communities

Conclusions

- **The survey confirms that the City is delivering services equitably across neighborhoods -** with mapping showing broad satisfaction throughout Georgetown
- **The Importance-Satisfaction Analysis identified clear improvement priorities, led by** – flow of traffic on City streets, economic development effectiveness, and water utility service quality
- **Results provide City leaders with a data-driven foundation for planning and investment, ensuring future decisions align with resident priorities and community expectations**

Questions?

Thank you!

Get In Touch

Ryan Murray,
Director of Community Research

725 W Frontier Lane, Olathe, KS

913–829-1215

ETCinstitute.com

Ryan.Murray@etcinstitute.com

City of Georgetown, Texas
City Council
February 24, 2026

SUBJECT:
Executive Session 02.24.2026

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
- Long-term Water Supply Contracts
- Emergency Service District #7

Sec. 551.072: Deliberations about Real Property
- SH 29 and Summercrest Blvd
- SH 29 and Austin Ave
- 9th and Main
- Parkland lease at SE Inner Loop and Southwestern Blvd

ITEM SUMMARY:

FINANCIAL IMPACT:

SUBMITTED BY:
Karen Frost, City Secretary

ATTACHMENTS:

N/A

City of Georgetown, Texas
City Council
February 24, 2026

SUBJECT:
Public Wishing to Address 02.24.2026

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

ITEM SUMMARY:

FINANCIAL IMPACT:

SUBMITTED BY:
Karen Frost, City Secretary

ATTACHMENTS:

N/A

City of Georgetown, Texas
City Council
February 24, 2026

SUBJECT:
Call to Order 02.24.2026

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

ITEM SUMMARY:

FINANCIAL IMPACT:

SUBMITTED BY:
Karen Frost, City Secretary

ATTACHMENTS:

N/A

City of Georgetown, Texas
City Council
February 24, 2026

SUBJECT:
City Council Minutes 02.10.2026

SUGGESTED ACTION:
Consideration and possible action to approve the minutes of the City Council meeting held on February 10, 2026 -- Robyn Densmore, City Secretary

ITEM SUMMARY:

FINANCIAL IMPACT:

SUBMITTED BY:
Robyn Densmore, City Secretary

ATTACHMENTS:
City Council Minutes 02.10.2025.pdf

Minutes of the City Council
City of Georgetown, Texas
Tuesday, February 10, 2026

The Georgetown City Council met on Tuesday, February 10, 2026 at 1:00 PM at Council and Court Building, 510 W. 9th Street.

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

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

1. Policy Development and Discussion - Workshop

Mayor Schroeder called the meeting to order at 1:00 p.m.

1.A **Employee Recognition - Years of Service - January 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

Merrilee Page, Assistant HR Director, presented the item, and employees who had achieved the milestone of 5, 10, 15, 20, and 25 years of service were recognized.

1.B **Yearwood In-City MUD Request**
Presentation, discussion and possible recommendations regarding the creation of an In-City Municipal Utility District (MUD) for the proposed Yearwood Development -- Nick Woolery, Assistant City Manager

Woolery presented and reviewed the MUD Policy purpose, process for MUD consent, Location and Future Land Use, Yearwood Concept Plan, and compliance with Council MUD Policy related to Quality Development, Enhancing Public Service and Safety, City exclusive provider, and fiscally responsible with a finance plan. Matt Matthews with Freehold Capital Management presented and reviewed a Freehold portfolio summary, examples of other developments, Yearwood property, site location, existing conditions, community planning vision, Yearwood Concept Plan, parks and open space plan, architecture, and inspiration for amenities and parks. Woolery resumed the presentation and reviewed key issues, the Concept Plan, and needed feedback and direction from Council.

General discussion among Council, developer, and staff regarding: planning designation as Mining based on historical use; proposed MUD tax rate; fire safety; possible changes to the percentage of age-restricted residences; impacts of the quarry on the cost of building the development; future roads and connectivity; location of flood plain on the site; future maintenance of drainage systems; allow flexibility of city uses onsite; phasing of fees; opportunity to repurpose a quarry; unique opportunities on the site; and the possible structure to age restricted section of development and available product types.

Michael Spano, with time from Rose Chunik, addressed the Council as a representative of the Coalition for Responsible Environmental Aggregate Mining (CREAM) regarding: the location of the proposed development; nearby concrete facilities; concrete batch plants; and support for the redevelopment of the quarry.

Mayor Schroeder called for a break at 2:14 p.m. and resumed the meeting at 2:22 p.m.

1.C **Certificate of Convenience and Necessity Update**
Presentation, discussion, and possible recommendations regarding the City's water service territory -- Caroline Stewart, Strategic Projects Manager

Stewart presented and reviewed the Sale of the CCN; RFP (request for proposal) process and timeline; areas in the sale; evaluation factors; selected proposer; NUI's (National Utility Infrastructure) experience, qualifications, ability to provide continuous adequate service, water delivery plan, water system modification plan, and price; election requirement for the sale; resolution calling the election; next steps; key dates and milestone schedule; and the needed Council direction and feedback.

General discussion among Council and staff, including David Morgan, City Manager, regarding support from the City Council for moving forward, the need to appropriately educate the electorate, public outreach and engagement, clarification on how to communicate the election, and how election talking points will be shared with staff and Council.

1.D **Transit Update for rideGTX and GoGeo**
Presentation, update, and discussion regarding the City's transit offerings of rideGTX and GoGeo -- Lua Saluone, P.E., Transportation Manager

Saluone presented and reviewed the history of transit service in Georgetown from 2009 to the present; GoGeo and rideGTX transit programs, ridership, top destinations, and program costs; additional funding needed for rideGTX; FY2027 transit service program costs; options to reduce the cost of rideGTX; single transit program for FY2027; and the needed Council feedback.

General discussion among Council and staff regarding clarification on trips versus riders, the possibility of HOT funds being used for the programs related to Red Poppy Festival and Two Step Inn, how hours for operations could be altered to

meet the highest demand, continuity of service, consideration for consolidating the programs, and how staff will bring back options to a future meeting.

1.E **Annual Police Department Update**
Presentation and discussion regarding the Police Department annual update -- Cory J. Tchida, Chief of Police

Tchida presented and reviewed a staffing update, model for the allocation of patrol personnel, department statistics for Group A offenses, total calls for service, response times, motor vehicle crashes, traffic stops, reports and arrests, CID case assignments, homelessness contacts and outcomes, mental health calls for service, mental health emergency detentions, 2025 highlights including Senior Cyber Fraud and IACP Trust Building Campaign efforts, and what's ahead for 2026.

General discussion among Council and staff regarding discretionary patrol time, considerations for adding future substations, and case assignments for GPD versus statewide averages.

Mayor Schroeder recessed into Executive Session at 3:46 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 02.10.2026**
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
- Long-term Water Supply Contracts
- Austin Avenue Bridge Rehab Project
- ILA Agreement with Williamson County regarding Ronald Reagan Blvd

Sec. 551.072: Deliberations about Real Property
- SH 29 and Summercrest Blvd
- 9th and Main
- 8th and Forest

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

Sec.551.087: Deliberation Regarding Economic Development Negotiations
- Project Aurora

Sec. 551.074: Personnel Matters
- Council Appointed Positions Evaluation Process

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

Mayor Schroeder called the meeting to order at 6:00 p.m. Councilmember Stewart was not present for the remainder of the meeting.

3.A **Call to Order 02.10.2026**
Pledge of Allegiance
Recognitions
Action out of Executive Session

4. Public Wishing to Address Council

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

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

4.A **Public Wishing to Address 02.10.2026**
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 Jake French to Approve as presented.
Motion Approved: 6 - 0
Voting For: Amanda Parr, Kevin Pitts, Ben Butler, Jake French, Shawn Hood, and Ron Garland
Voting Against: None

5.A **Council Meeting Minutes 01.27.2026**
Consideration and possible action to approve the meeting minutes of City Council meeting held on January 27, 2026 -- Robyn Densmore, City Secretary

5.B **Resolution - Ordering the May 2026 General Council Election**
Consideration and possible action to approve a Resolution ordering the May 2, 2026, General Election for District 2, District 6, and Mayor Council positions -- Robyn Densmore, City Secretary

5.C **Resolution - Calling Special Election for May 2026 to Sell Portion of a Public Water System**
Consideration and possible action to approve a Resolution calling a Special Election for May 2, 2026 to approve the sale of a portion of the City of Georgetown's public water system to Bernhard Capital Partners Management, LP in an amount not less than $20 million dollars -- Laurie Brewer, Assistant City Manager

5.D **Resolution - ETJ Disannexation - Don and Sammie Bizzell Family Trust - 41.41 Acres**
Consideration and possible action to approve a Resolution to confirm the disannexation of approximately 41.41 acres of land from the City of Georgetown's Extraterritorial Jurisdiction (ETJ), identified as Williamson County Appraisal District Parcel R684343 and owned by the Don and Sammie Bizzell Family Trust -- Michael Charles, Real Estate Services Coordinator

5.E **Resolution - ETJ Disannexation - Paidipalli - 10.31 Acres**
Consideration and possible action to approve a Resolution to confirm the disannexation of approximately 10.31 acres of land from the City of Georgetown's Extraterritorial Jurisdiction (ETJ), identified as Williamson County Appraisal District Parcel R566481 and owned by Rajasekhar Paidipalli -- Michael Charles, Real Estate Services Coordinator

5.F **Resolution - ETJ Disannexation - Van Hyfte**
Consideration and possible action to approve a Resolution to confirm the disannexation of a tract of land described in Document Numbers 9617850 and 9844884 of the Official Public Records of Williamson County from the City of Georgetown's Extraterritorial Jurisdiction (ETJ), identified as Williamson County Appraisal District Parcel R352870 and owned by Jerold Van Hyfte -- Michael Charles, Real Estate Services Coordinator

5.G **Resolution - ETJ Disannexation - Varadar LLC - 15 Acres**
Consideration and possible action to approve a Resolution to confirm the disannexation of approximately 15 acres of land from the City of Georgetown's Extraterritorial Jurisdiction (ETJ), identified as Williamson County Appraisal District Parcel R342808 and owned by Varadar LLC -- Michael Charles, Real Estate Services Coordinator

5.H **Resolution - 2025-6-ANX - Ronald Reagan Boulevard**
Consideration and possible action to approve a Resolution to begin the annexation proceedings of approximately 20 Acres of City-Owned property situated in the Frederick Foy Survey, Abstract No. 229, generally located at Ronald Reagan Boulevard (2025-6-ANX) -- Ryan Clark, AICP, Planning Manager

5.I **Resolution - 2025-7-ANX - FM 971**
Consideration and possible action to approve a Resolution to begin the annexation proceedings of approximately 59.54 acres of City-Owned property situated in the John Berry Survey, Abstract 51, known as the Three Forks Water Reclamation Plant, generally located at FM 971 (2025-7-ANX) -- Ryan Clark, AICP, Planning Manager

5.J **Resolution - 2025-9-ANX - SE Inner Loop City Owned Property**
Consideration and possible action to approve a Resolution to begin the annexation proceedings of approximately 3.266 of City-Owned property situated in the L.J Dyches Survey, Abstract No. 180, generally located at FM 971 (2025-9-ANX) -- Ryan Clark, AICP, Planning Manager

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

5.L **Amendment of the Agreement for Additional Improvements to the Fire Training Tower**
Consideration and possible action to approve the first amendment to the agreement with Jahnke & Sons Construction, Inc for additional improvements to the Fire Training Tower -- Jennifer Bettiol, CIP Manager

5.M **Purchase of Motorola Handheld Radios**
Consideration and possible action to approve the purchase of Motorola portable APX Next radios in an amount not to exceed $106,344.80 -- Chief Cory J. Tchida, Chief of Police.

5.N **RVI Planning Consulting Amendment**
Consideration and possible action to approve a First Amendment of a Consultation Agreement No. 25-0222-CC-A1 with RVI Planning & Landscape Architecture for PUD and Special District Application Reviews not to exceed $60,000.00 -- Kelly Trietsch, Chief Development Officer

5.O **Municipal Service Agreement - 2025-4-ANX - 2200 Shell Rd**
Consideration and possible action to approve a Municipal Service Agreement with NOVA368, LLC, for the provision of municipal services upon annexation to approximately 28.93 acres in the William Roberts Survey, Abstract 524, with portions of Right-Of-Way for Shell Road and Shell Spur, generally located at 2200 Shell Road, Georgetown, Texas (2025-4-ANX) -- Ryan Clark, AICP, Planning Manager

5.P **Municipal Service Agreement - 2025-12-ANX - Shell Spur PUD**
Consideration and possible action to approve a Municipal Service Agreement with NOVA368, LLC, for the provision of municipal services upon annexation to approximately 14.20 acres in the William Roberts Survey, Abstract 524, with portions of Right-Of-Way for Shell Road and Shell Spur, generally located at Shell Road, Georgetown, Texas (2025-12-ANX) -- Ryan Clark, AICP, Planning Manager

5.Q **Second Reading - 2025-9-REZ - 901 North Church Street**
Second Reading of an Ordinance on a request for a Zoning Map Amendment to rezone a 0.215 acre tract of the N. Porter Survey, Abstract No. 497, In Williamson County, Texas, from the General Commercial (C-3) zoning district to the Residential Single Family (RS) zoning district, for the property generally located at 901 North Church Street (2025-9-REZ) -- Matt Skawin, Planner

5.R **Second Reading - Fourth Amendment to Development Agreement for Parkside on the River**
Second Reading of an Ordinance amending Ordinance numbers 2019-69, 2020-84, 2021-40, 2024-18 approving the Fourth Amendment to the Development Agreement for Parkside on the River Subdivision -- Nick Woolery, Assistant City Manager

6. Legislative Regular Agenda

There were no items on the Legislative Regular Agenda.

Adjournment

Mayor Schroeder adjourned the meeting at 6:00 p.m.

These minutes were approved at the meeting of _____.

_____ Mayor

_____ Attest

City of Georgetown, Texas
City Council
February 24, 2026

SUBJECT:
Resolution - Cancelling the May 2, 2026, General Election for District 2 and Mayor

SUGGESTED ACTION:
Consideration and possible action to approve a Resolution cancelling the May 2, 2026, General Election for District 2 and Mayor -- Robyn Densmore, City Secretary

ITEM SUMMARY:
This Resolution is to cancel the election for May 2, 2026, for Districts 2 and the Mayor. Each district received only one candidate; therefore, the unopposed candidates are deemed elected. After the passage of this Resolution, Doug Noble be deemed elected as the representative for District 2, and Josh Schroeder will be deemed elected as the Mayor.

FINANCIAL IMPACT:

SUBMITTED BY:
Robyn Densmore, City Secretary

ATTACHMENTS:
Resolution Cancelling May 2 2026 Election for Districts 2 and Mayor.pdf
Order of Cancellation 05.02.2026.pdf
May 2026 Certificate of Unopposed Candidatees.pdf

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, ADOPTING ORDERS DECLARING DISTRICT 2 AND MAYOR UNOPPOSED CITY COUNCIL CANDIDATES ELECTED AND DISTRICT 2 AND MAYOR ELECTIONS CANCELLED

WHEREAS, The City Council ordered elections for City Council Districts 2, 6, and Mayor for May 2, 2026 per Resolution No. 201026-5.B; and

WHEREAS, The City has received certification of unopposed candidates pursuant to Section 2.052 of the Texas Election Code for the District 2 and Mayor elections as denoted in Exhibit A.

WHEREAS, The City is required pursuant to Section 2.053 of the Texas Election Code by order or ordinance to declare each unopposed candidate elected to the office.

WHEREAS, The City is required pursuant to Section 2.053(e) of the Texas Election Code to issue a certificate of election to each unopposed candidate in the same manner and at the same time as provided for a candidate elected in the election.

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

SECTION 1: The facts and recitations in the preamble of this Resolution are true and correct and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim.

SECTION 2: Doug Noble, the unopposed candidate for District 2, is hereby declared elected. A certificate of election shall be issued at the same time as provided for a candidate elected at the election.

SECTION 3: Josh Schroeder, the unopposed candidate for Mayor, is hereby declared elected. A certificate of election shall be issued at the same time as provided for a candidate elected at the election.

SECTION 4: The May 2, 2026 City Council elections for District 2 and Mayor are hereby cancelled. The Mayor is authorized to sign the Order of Cancellation in substantially the

same form as attached hereto as Exhibit B and the City Secretary to attest, and the Order of Cancellation shall be posted as required by law.

SECTION 5: This Resolution shall be effective and be in full force upon its adoption.

PASSED AND APPROVED ON THE 24th DAY OF FEBRUARY, 2026.

ATTEST:

_____
Robyn Densmore, City Secretary

CITY OF GEORGETOWN, TEXAS

By: _____
Josh Schroeder, Mayor

APPROVED AS TO FORM:

_____
Skye Masson, City Attorney

ORDER OF CANCELLATION (DISTRICT 2 AND MAYOR)
ORDEN DE CANCELACIÓN

The City Council of City of Georgetown hereby cancels the District 2 and Mayor elections scheduled to be held on May 2, 2026, in accordance with Section 2.053(a) of the Texas Election Code. The following candidates have been certified as unopposed and are hereby elected as follows:

El City Council de City de Georgetown por la presente cancela la elección que, de lo contrario, se hubiera celebrado el May 2, 2026 de conformidad, con la Sección 2.053(a) del Código de Elecciones de Texas, el siguiente candidato ha sido certificado como candidato único y por la presente quedan elegidos como se haya indicado a continuación.

Candidates *(Candidatos)*	**Office Sought *(Cargo al que presenta candidatura)***
Doug Noble	Council Member District 2
Josh Schroeder	Mayor

A copy of this order will be posted on Election Day at each polling place that would have been used in the election.

El Día de las Elecciones se exhibirá una copia de esta orden en todas las mesas electorales que se hubieran utilizado en la elección.

_____
Mayor *(Alcalde)*

_____
City Secretary *(Secretario)*

_____
Date of signing *(Fecha de adopción)* (Seal) *(sello)*

CERTIFICATE OF UNOPPOSED CANDIDATE FOR CITY OF GEORGETOWN
CERTIFICACIÓN DE CANDIDATO UNICO PARA CIUDAD DE GEORGETOWN

To: Presiding Officer of Governing Body, City of Georgetown
Al: Presidente de la entidad gobernante

As to the authority responsible for having the official ballot prepared, I hereby certify that the following candidates are unopposed for election to office for the election scheduled to be held May 2, 2026.

Como autoridad a cargo de la preparación de la bolete de votación oficial, por la presente certifico que el siguiente candidato es candidato único para elección par un cargo en la elección que se llevara a cabo el May 2, 2026.

Candidates *(Candidatos)*	**Office Sought *(Cargo al que presenta candidatura)***
Doug Noble	Council Member District 2
Josh Schroeder	Mayor

_____
Signature (*Firma*)

_____
Printed Name (*Nombre en letra de molde*)

_____
Title

_____
Date of signing *(Fecha de adopción)* (Seal) *(sello)*

City of Georgetown, Texas
City Council
February 24, 2026

SUBJECT:
Resolution - ETJ Disannexation - McDaniel - 1.002 Acres

SUGGESTED ACTION:
Consideration and possible action to approve a Resolution to confirm the disannexation of approximately 1.002 acres of land from the City of Georgetown's Extraterritorial Jurisdiction (ETJ), identified as Williamson County Appraisal District Parcel R041132 and owned by Derek and Julie McDaniel -- Michael Charles, Real Estate Services Coordinator

ITEM SUMMARY:

FINANCIAL IMPACT:

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

ATTACHMENTS:
Res_ETJ_Release_McDaniel_Brangus Rd_1 AC wExhibits.pdf
DEREK & JULIE MCDANIEL Map.pdf

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS ("GEORGETOWN") RELEASING APPROXIMATELY 1.002 ACRES OF LAND FROM THE CITY OF GEORGETOWN'S EXTRATERRITORIAL JURISDICTION ("ETJ"), SAID LAND IDENTIFIED BY THE WILLIAMSON COUNTY APPRAISAL DISTRICT AS PARCEL R041132 AND BEING LOCALLY KNOWN AS 3011 BRANGUS ROAD, GEORGETOWN, WILLIAMSON COUNTY, TEXAS, RESULTING IN A REDUCTION OF GEORGETOWN'S ETJ; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on February 4, 2026, the City of Georgetown, Texas, received a petition requesting release from its ETJ of an approximately 1.002 acre tract of land in the David Wright 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 _____ dayof _____, 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
FEB 04 2026
CITY SEC.

PETITION FOR RELEASE FROM EXTRATERRITORIAL JURISDICTION

Pursuant to Texas Local Government Code Chapter 42, Subchapter D

TO: City of Georgetown, Texas
DATE: 02-4-2026

I. PETITIONER INFORMATION

Name of Property Owner(s): Derek and Julie McDaniel

Current Mailing Address: [redacted]

Current Residence Address: [redacted]

Property Address to be Dis-Annexed: 3011 Brangus Rd Georgetown, TX 78628

Property Owner Date of Birth: [redacted]

Property Owner Date of Birth: [redacted]

Phone Number: [redacted]

Email Address: [redacted]

II. PROPERTY DESCRIPTION

Property Address:
3011 Brangus Rd
Georgetown, TX 78628

Williamson County Parcel Number: R041132

Legal Description (Metes and Bounds):

1.003 ACRES OF LAND SITUATED IN THE DAVID WRIGHT SURVEY, ABSTRACT NO. 13 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE 6.076 ACRE TRACT RECORDED IN VOLUME 628, PAGE 246 IN THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Beginning at an iron rod found on the northerly right-of-way of Brangus Road at the southeast corner of a 1.0 acre tract conveyed to Brandon Doucet by instrument of record in Document No. 2019031124, for the southeast corner and the Point of Beginning of the herein described tract:

Thence N 02 deg 07 min 16 sec W 291.80 feet to an iron rod found at the northeast corner of the said 1.0 acre tract, being also at the southwest corner of a 5.69 acre tract conveyed to David Flores by instrument of record in Document No. 2000061579, for the northwest corner of the herein described tract;

Thence S 74 deg 39 min 10 sec E 199.92 feet to an iron rod found at the northwest corner of a 1.00 acre tract conveyed to Scott Gelner by instrument of record in Volume 2558, Page 215, for the northeast corner of the herein described tract;

Thence S 14 deg 07 min 13 sec W 273.41 feet to the said right-of-way of Brangus Road at the southwest corner of the said Gelner tract, for the southeast corner of the herein described tract;

Thence with the northerly right-of-way of Brangus Road the following courses and distances: with a curve to the left whose radius = 425.00 feet, tangents = 59.73 feet, arc = 118.67 feet and whose chord bears N 77 deg 04 min 38 sec W 118.29 feet to the Point of Beginning, containing 1.003 acres of land, more or less.

III. REQUEST FOR RELEASE

Pursuant to Section 42.102(b) of the Texas Local Government Code, the undersigned property owner(s), owning the majority in value of the above-described property located within the extraterritorial jurisdiction of the City of Georgetown, Texas, hereby petition for the release of said property from the City's extraterritorial jurisdiction.

IV. STATUTORY AUTHORITY

This petition is filed pursuant to Texas Local Government Code Chapter 42, Subchapter D (Sections 42.101-42.105), which authorizes the owner or owners of the majority in value of an area consisting of one or more parcels of land in a municipality's extraterritorial jurisdiction to petition for release from such jurisdiction.

V. VERIFICATION OF OWNERSHIP

The undersigned certifies that they are the owner(s) of the majority in value of the property described above, as indicated by the tax rolls of the Williamson County Appraisal District.

Attached Documentation:

- [ ] Current deed or deed of trust showing ownership
- [ ] Recent tax certificate from Williamson County Appraisal District
- [ ] Map of the property (survey or county appraisal district map)

VI. APPLICABILITY CONFIRMATION

The undersigned certifies that, to the best of their knowledge, the property described in this petition is NOT located:

- [ ] Within five miles of the boundary of a military base at which an active training program is conducted
- [ ] In an area that was voluntarily annexed into the extraterritorial jurisdiction in a qualifying county
- [ ] Within qualifying extraterritorial jurisdiction near a military base in a large county
- [ ] In an area designated as an industrial district under Section 42.044
- [ ] In an area subject to a strategic partnership agreement under Section 43.0751

VII. PETITIONER SIGNATURE(S)

By signing below, the undersigned petitioner(s) certify that the information provided in this petition is true and correct to the best of their knowledge.

Property Owner Signature: _____

Printed Name: Derek McDaniel

Date: 2/4/26

Property Owner Signature (if applicable): _____

Printed Name: Julie McDaniel

Date: 2/4/26

VIII. NOTARIZATION

STATE OF TEXAS
COUNTY OF WILLIAMSON

Before me, the undersigned notary public, on this day personally appeared Derek & Julie McDaniel, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 4th day of February 2026

Chelsea N Habenicht

Notary Public, State of Texas

My Commission Expires: Dec. 22nd 2027

CHELSEA N. HABENICHT
My Notary ID # 134690057
Expires December 22, 2027

FILING INSTRUCTIONS

Submit this completed petition to:

City of Georgetown
City Secretary's Office
808 Martin Luther King Jr. Street, Georgetown, TX 78626

Required Timeline (per Section 42.105):

The City must verify this petition and take action to release the property by the later of:

- 45 days after receiving the petition, OR
- The next City Council meeting occurring after 30 days from receipt

If the City fails to act within this timeline, the property is released by operation of law.

For City Use Only:

Date Received: _____

Received by: _____

Verification Status: _____

Action Date: _____

Deed of Trust

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.

Date: September 11, 2023

Grantor: DEREK TYLER MCDANIEL and JULIE RACHELLE MCDANIEL owning, occupying and claiming other property as our homestead, business or residence

Grantor's Mailing Address: 809 Bedford Court, Georgetown, Williamson County, Texas 78628

Trustee: BARRY J. HAAG

Trustee's Mailing Address: P.O. Box 649, Georgetown, Williamson County, Texas 78627

Lender: FIRST TEXAS BANK, GEORGETOWN, TEXAS, a state chartered banking association, NMLS #411499

Lender's Mailing Address: P.O. Box 649, Georgetown, Williamson County, Texas 78627

Loan Officer: KELLEY CRUTCHFIELD, NMLS #827894, Vice President

Obligation

Note

Date: September 11, 2023

Original principal amount: $135,000.00

Borrower: DEREK TYLER MCDANIEL

Lender: FIRST TEXAS BANK, GEORGETOWN, TEXAS, a state chartered banking association

Maturity date: twenty (20) years from date hereof

Larry Gaddes PCAC, CTA
TAX ASSESSOR-COLLECTOR

WILCO TEXAS

PROPERTY DESCRIPTION

S3229 - Brangus Ranch, Lot 2(PT), ACRES 1.002, (UNRECORDED), AKA AW0013 WRIGHT, D. SUR.

3011 BRANGUS RD GEORGETOWN 78628

PROPERTY ID

R041132

OWNER NAME

MCDANIEL, DEREK T & JULIE R

PROPERTY TAX STATEMENT for 2025

Phone Number: 512-943-1601

TAXING ENTITY	HOMESTEAD CAP LOSS	TOTAL ASSESSED	EXEMPTIONS	TAXABLE VALUE	TAX RATE PER $100	TAX AMOUNT
Williamson CO	0	180,264	0	180,264	0.3694470	665.98
Wmsn CO FM/RD	0	180,264	0	180,264	0.0443290	79.91
Georgetown ISD	0	180,264	0	180,264	1.0506000	1,893.85
Wmsn Co ESD #8	0	180,264	0	180,264	0.0912000	164.40

TOTAL ANNUAL TAXES DUE ON OR BEFORE JANUARY 31 → **$2,804.14**

- To avoid the accrual of penalty and interest, all payments, including metered mail, online bill pay, and all forms of electronic payments, must bear a USPS postmark or be received on or before January 31st.
- Depositing payments in a USPS collection box does not guarantee a postmark for that day and could result in the accrual of penalty and interest if done on or near a delinquency date.
- By state law, failure to receive a tax bill does not relieve the owner of tax, penalty, or interest liability. If you did not receive a statement for each piece of property you own, you may visit our website to view property taxes, payment history, current statements, payment options, and other information at: tax.wilcotx.gov
- Checks, electronic checks, and ACH transactions that are returned due to insufficient funds or closed account, will incur a $30.00 return item fee. Penalty and interest will accrue if payments is not received by the delinquency date as mandated by state law.
- If your taxes should be paid by your mortgage company, please forward this statement to their office.
- Credit/Debit Cards will incur an additional vendor fee in person, online, or over the phone. Do not mail credit card information.

DETACH AND RETURN ORIGINAL COUPON

WILCO TEXAS

MAKE CHECKS PAYABLE TO:
Larry Gaddes PCAC, CTA
904 S. Main St.
Georgetown, TX 78626

AMEX DISCOVER MC VISA EZ Pass PayPal G Pay Apple Pay

Pay online at: tax.wilcotx.gov

PROPERTY ID R041132
SITUS ADDRESS 3011 BRANGUS RD GEORGETOWN 78628

Below are taxes plus penalty & interest for the month of payment

If Paid In	PAY
Feb 7%	3,000.41
Mar 9%	3,056.52
Apr 11%	3,112.58
May 13%	3,168.70
June 15%	3,224.76

TOTAL ANNUAL TAXES IF PAID BY JANUARY 31, 2026

$2,804.14

Property ID: R041132

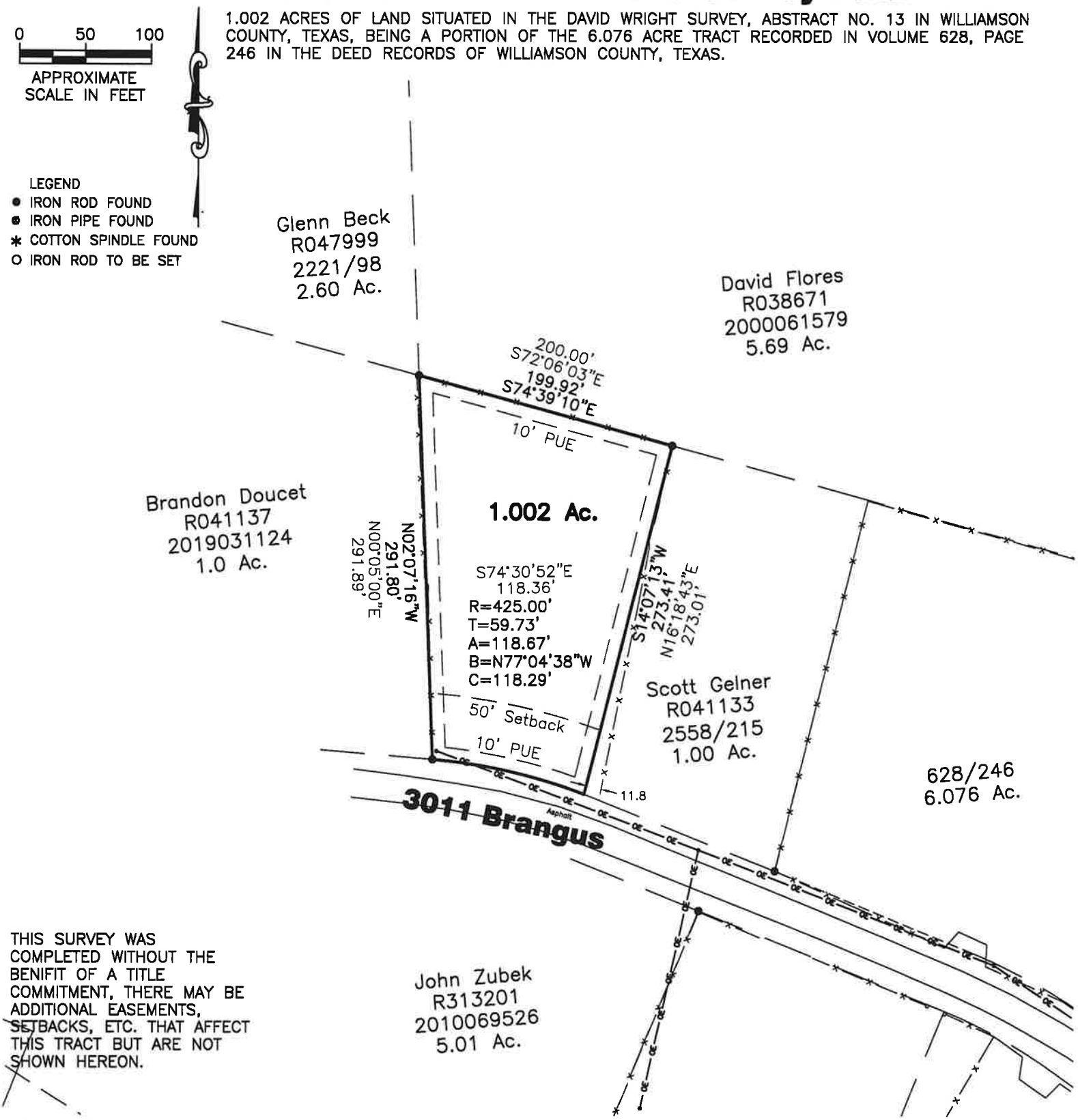
43362 1 AV 0.593*****AUTO**5-DIGIT 78628 SDG 2 PT 154

MCDANIEL, DEREK T & JULIE R
809 BEDFORD CT
GEORGETOWN TX 78628-4685

2025000R041132000000280414000000000000

Technical Illustration of Land Survey Data

1.002 ACRES OF LAND SITUATED IN THE DAVID WRIGHT SURVEY, ABSTRACT NO. 13 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE 6.076 ACRE TRACT RECORDED IN VOLUME 628, PAGE 246 IN THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS.



THIS SURVEY WAS COMPLETED WITHOUT THE BENIFIT OF A TITLE COMMITMENT, THERE MAY BE ADDITIONAL EASEMENTS, SETBACKS, ETC. THAT AFFECT THIS TRACT BUT ARE NOT SHOWN HEREON.

THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS ASSOCIATION STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1A, CONDITION II, LAND TITLE SURVEY AS DESCRIBED IN THE MANUAL OF PRACTICE FOR LAND SURVEYING IN THE STATE OF TEXAS.

04 August 2023

Steven Warner Womack, RPLS, PLS, NCEES Date
National Council of Examiners for Engineering and Surveying #1928
Texas Registered Professional Land Surveyor #5025
North Carolina Professional Land Surveyor #L-5043
E-Mail: SWRPLS@Gmail.com Phone/Text: (512) 638-0220

STATE OF TEXAS REGISTERED STEVEN W. WOMACK 5025 PROFESSIONAL LAND SURVEYOR

Texas Society of Professional Surveyors MEMBER

DATE: 07-09-2023
DRAWN BY: Staff
FILE NAME: 23-034.dwg
PROJECT. NO. : 23-034

Exhibit B to Resolution

Legal Description and Map

II. PROPERTY DESCRIPTION

Property Address:
3011 Brangus Rd
Georgetown, TX 78628

Williamson County Parcel Number: R041132

Legal Description (Metes and Bounds):

1.003 ACRES OF LAND SITUATED IN THE DAVID WRIGHT SURVEY, ABSTRACT NO. 13 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE 6.076 ACRE TRACT RECORDED IN VOLUME 628, PAGE 246 IN THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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Thence S 74 deg 39 min 10 sec E 199.92 feet to an iron rod found at the northwest corner of a 1.00 acre tract conveyed to Scott Gelner by instrument of record in Volume 2558, Page 215, for the northeast corner of the herein described tract;

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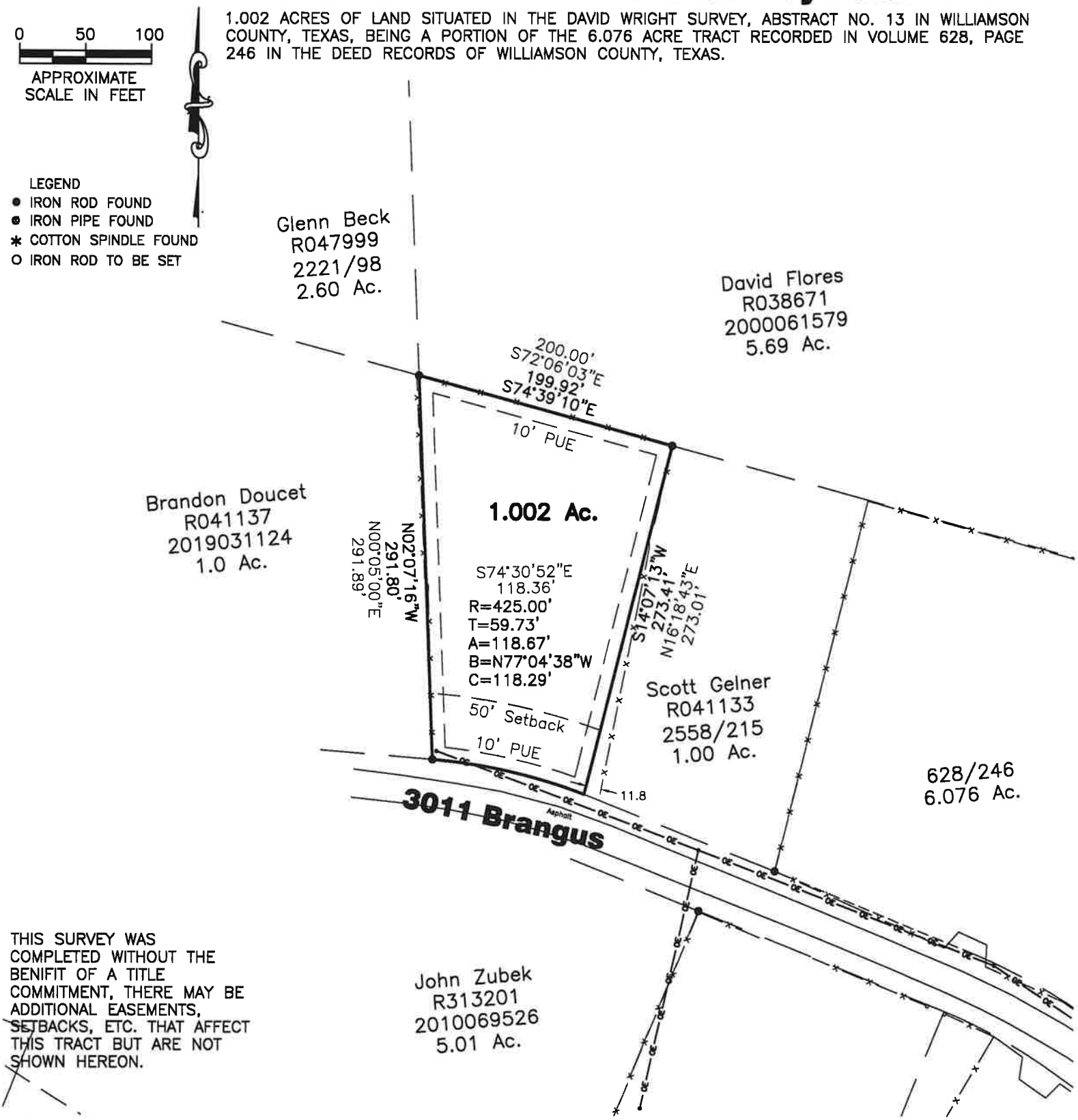
III. REQUEST FOR RELEASE

Pursuant to Section 42.102(b) of the Texas Local Government Code, the undersigned property owner(s), owning the majority in value of the above-described property located within the extraterritorial jurisdiction of the City of Georgetown, Texas, hereby petition for the release of said property from the City's extraterritorial jurisdiction.

Technical Illustration of Land Survey Data

1.002 ACRES OF LAND SITUATED IN THE DAVID WRIGHT SURVEY, ABSTRACT NO. 13 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE 6.076 ACRE TRACT RECORDED IN VOLUME 628, PAGE 246 IN THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS.



THIS SURVEY WAS COMPLETED WITHOUT THE BENIFIT OF A TITLE COMMITMENT, THERE MAY BE ADDITIONAL EASEMENTS, SETBACKS, ETC. THAT AFFECT THIS TRACT BUT ARE NOT SHOWN HEREON.

THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS ASSOCIATION STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1A, CONDITION II, LAND TITLE SURVEY AS DESCRIBED IN THE MANUAL OF PRACTICE FOR LAND SURVEYING IN THE STATE OF TEXAS.

04 August 2023

Steven Warner Womack, RPLS, PLS, NCEES Date
National Council of Examiners for Engineering and Surveying #1928
Texas Registered Professional Land Surveyor #5025
North Carolina Professional Land Surveyor #L-5043
E-Mail: SWRPLS@Gmail.com Phone/Text: (512) 638-0220

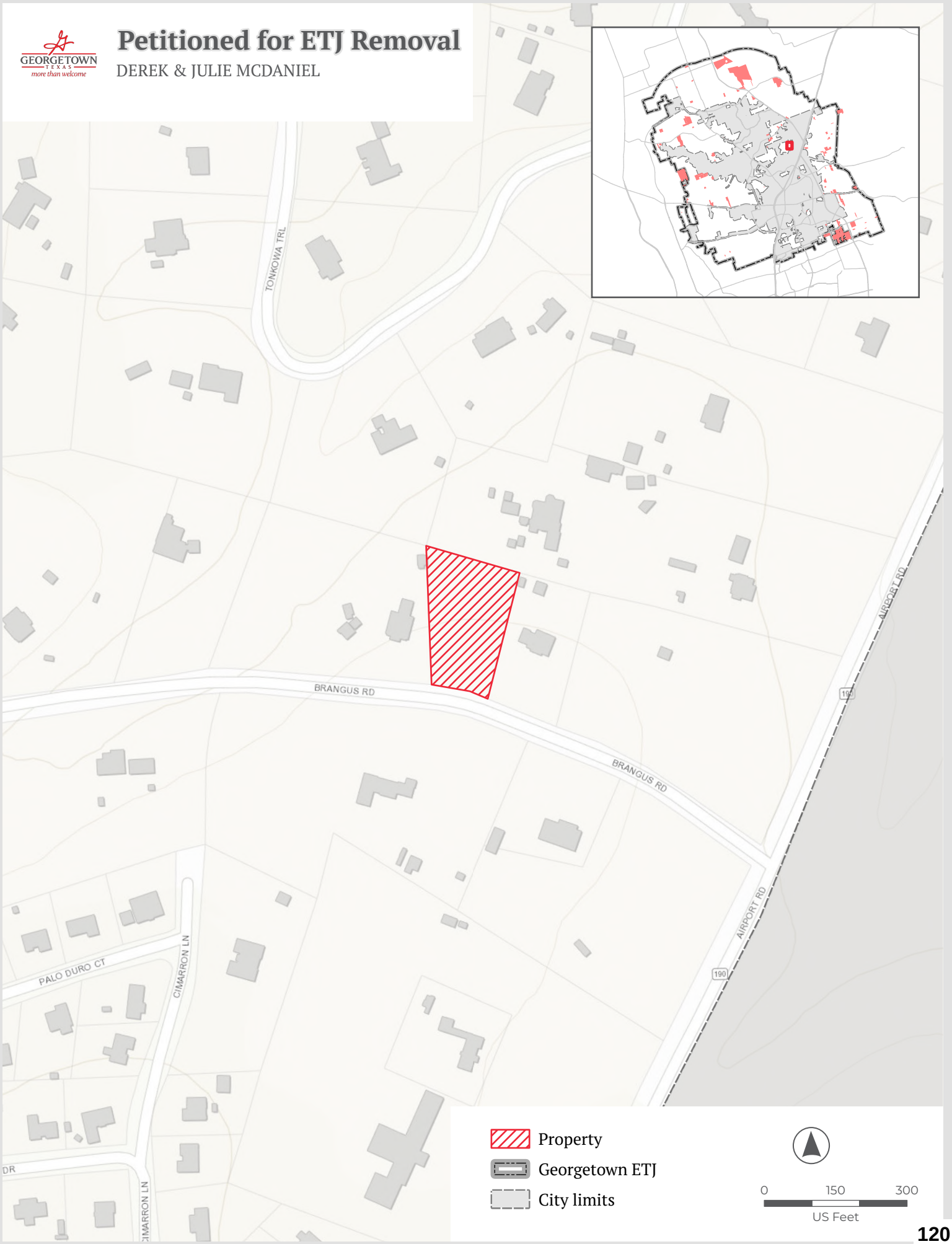
STATE OF TEXAS REGISTERED STEVEN W. WOMACK 5025 PROFESSIONAL LAND SURVEYOR

Texas Society of Professional Surveyors MEMBER

DATE: 07-09-2023
DRAWN BY: Staff
FILE NAME: 23-034.dwg
PROJECT. NO. : 23-034

Petitioned for ETJ Removal

DEREK & JULIE MCDANIEL



City of Georgetown, Texas
City Council
February 24, 2026

SUBJECT:
Resolution - ETJ Disannexation - Georgetown Heavens, LLC - 62.684 Acres

SUGGESTED ACTION:
Consideration and possible action to approve a Resolution to confirm the disannexation of approximately 62.684 acres of land from the City of Georgetown's Extraterritorial Jurisdiction (ETJ), identified as Williamson County Appraisal District Parcels R039723 and R039781and owned by Georgetown Heavens, 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_Georgetown Heavens LLC_CR152_62 AC wExhibits.pdf
GEORGETOWN HEAVENS LLC Map.pdf

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS ("GEORGETOWN") RELEASING APPROXIMATELY 62.684 ACRES OF LAND FROM THE CITY OF GEORGETOWN'S EXTRATERRITORIAL JURISDICTION ("ETJ"), SAID LAND IDENTIFIED BY THE WILLIAMSON COUNTY APPRAISAL DISTRICT AS PARCELS R039723 AND R039781 AND BEING LOCALLY KNOWN AS 3150 COUNTY ROAD 152, GEORGETOWN, WILLIAMSON COUNTY, TEXAS, RESULTING IN A REDUCTION OF GEORGETOWN'S ETJ; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on January 29, 2026, the City of Georgetown, Texas, received a petition requesting release from its ETJ of an approximately 62.684 acre tract of land in the M.J. Garcia 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

COBB & JOHNS
13341 West US-290, Building 2
Austin, Texas 78737
bill@cobbjohns.com
512-399-3150

December 5, 2025

RECEIVED
DEC 08 2025
CITY SEC.

Skye Masson
City of Georgetown, City Attorney
809 Martin Luther King, Jr. Street
Georgetown, Texas 78626

Re: Petition for Release from the Extraterritorial Jurisdiction of the City of Georgetown

Dear Ms. Masson,

1. Georgetown Heavens LLC ("Owner") files this Petition pursuant to TEX. LOC. GOV'T CODE § 42.102.

2. Georgetown Heavens LLC owns property within the extraterritorial jurisdiction of the City of Georgetown (the "City") located at 3150 County Road 152, Georgetown, Texas 78626, PIDs R039723 and R039781 (the "Property"). *See* Exhibit A (Deed and Property Map).

3. Owner hereby petitions the City of Georgetown to release the Property from the City's extraterritorial jurisdiction.

4. Pursuant to TEX. LOC. GOV'T CODE § 42.102, an owner or owners of majority in value of an area in a municipality's extraterritorial jurisdiction may file a petition with the municipality to be released from its extraterritorial jurisdiction if the owner's property in question meets the applicability requirements of TEX. LOC. GOV'T CODE § 42.101 and the petition requirements of TEX. LOC. GOV'T CODE § 42.104.

5. The Property meets the requirements of TEX. LOC. GOV'T CODE § 42.101. As set forth in Exhibit B, Affidavit of Owner, and as set forth in TEX. LOC. GOV'T CODE § 42.101, the undersigned swears that the Property is not:

   (1) within five miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted;

   (2) in an area that was voluntarily annexed into the extraterritorial jurisdiction that is located in a county:

      (A) in which the population grew by more than 50 percent from the previous federal decennial census in the federal decennial census conducted in 2020, and

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(B) that has a population greater than 240,000;

(3) within the portion of the extraterritorial jurisdiction of a municipality with a population of more than 1.4 million that is:

(A) within 15 miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted, and

(B) in a county with a population of more than 2 million;

(4) in an area designated as an industrial district under TEX. LOC. GOV'T CODE § 42.044; or

(5) in an area subject to a strategic partnership agreement entered into under TEX. LOC. GOV'T CODE § 43.0751.

6. This Petition meets the requirements of TEX. LOC. GOV'T CODE § 42.104.

7. As required by TEX. LOC. GOV'T CODE § 42.104(a)(2), Owner's value in the Property constitutes more than 50% of the value of the Property, as indicated by the tax rolls of the Williamson Central Appraisal District.

8. As required by TEX. LOC. GOV'T CODE § 42.104(a)(2), the signature page accompanying this Petition includes the signatures of 100% of the Property's owners in value, which is more than 50%.

9. As required by TEX. LOC. GOV'T CODE § 42.103, the signature is valid pursuant to TEX. ELEC. CODE § 277.002.

10. This Petition contains, in addition to the signature:

(A) the signer's printed name;

(B) the signer's:

(i) date of birth; or

(ii) voter registration number and

(iii) county of registration;

(C) the signer's residence address; and

(D) the date of signing.

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11. In compliance with TEX. LOC. GOV'T CODE § 42.104(b), Owner filing this Petition satisfied the signature requirement within 180 days after the date the first signature for the Petition was obtained.

12. In compliance with TEX. LOC. GOV'T CODE § 42.104(c), the signature collected under this section is in writing.

13. In compliance with TEX. LOC. GOV'T CODE § 42.104(d), this Petition includes the deed for the land to be released in Exhibit A, which describes the boundaries of the land to be released by: (1) metes and bounds; or (2) lot and block number, if there is a recorded map or plat. Exhibit A also includes a map of the land to be released.

14. As required by TEX. LOC. GOV'T CODE § 42.105(a), the City must verify this Petition upon receipt; shall notify the residents and landowners of the area described by the petition of the results of the petition, or shall notify Owner, who filed this Petition under Section 42.102.

15. Pursuant to TEX. LOC. GOV'T CODE § 42.105(c), because Owner has obtained the number of signatures on the Petition required under Section 42.104 to release the area from the extraterritorial jurisdiction of the City of Georgetown, the City must immediately release the area—the Property—from the City's extraterritorial jurisdiction.

16. Pursuant to TEX. LOC. GOV'T CODE § 42.105(d), if the City fails to take action to release Owner's Property from the City's ETJ by the later of the 45th day after the date the municipality receives the petition or the next meeting of the City's governing body that occurs after the 30th day after the date the City receives this petition, the area—the Property—is released by operation of law.

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OWNER NAME: GEORGETOWN HEAVENS LLC

By: Syama Sundara R Konduru
Printed Name

Its: Authorized Signatory
Title

Signature

[redacted]
Date of birth

[redacted]
Voter registration number

Williamson
Voter county of registration

[redacted]
Residence address

12/8/2025
Date of signing

EXHIBIT A
DEED AND PROPERTY MAP

© Cobb & Johns PLLC

ELECTRONICALLY RECORDED 2021058247
Williamson County, Texas Total Pages: 6

STATE OF TEXAS

WARRANTY DEED
WITH VENDOR'S LIEN

COUNTY OF WILLIAMSON

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.

DATE:	April 14, 2021
GRANTOR:	**JoAnn M. Doherty as her sole and separate property and Evangeline M. Knight, as her sole and separate property**
GRANTEE:	**Georgetown Heavens LLC, a Texas limited liability company**
GRANTEE'S ADDRESS:	9816 Pasatiempo Drive Austin, Texas 78717
LENDER:	**SouthStar Bank, S.S.B.**
LENDER'S ADDRESS:	P. O. Box 37 Calvert, Texas 77837
CONSIDERATION:	TEN DOLLARS ($10.00) cash and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor; with the further consideration of the execution and delivery by Grantee of a **$1,200,000.00** Real Estate Lien Note of even date herewith payable to the order of Lender.

REAL PROPERTY
(INCLUDING ANY IMPROVEMENTS)
[THE "PROPERTY" HEREIN]:

Being 87.69 acres of the M.J. Garcia Survey, Abst. #246, in Williamson County, Texas, part of a tract of 88.4 acres described in a deed to Alfred Mueller, of record in Volume 369, Page 119, Deed Records of Williamson County, Texas, and being more particularly described in Appendix A attached hereto and made a part hereof.

Together will all rights, privileges, and appurtenances pertaining to the Property, including but not limited to water rights, claims, permits, strips and gores, easements, and cooperative or association memberships; the following permanently installed and built-in items, if any: windmills, tanks, barns, pens, fences, gates, sheds, outbuildings, and corrals; the house, garage, and all other fixtures and improvements attached to the above described real property, including

Unofficial Document

without limitation the following permanently installed and built in items, if any: all equipment and appliances, valances, screens, shutters, awnings, wall-to-wall carpeting, mirrors, ceiling fans, attic fans, mail boxes, television antennas and satellite dish systems and equipment, mounts and brackets for televisions and speakers, heating and air-conditioning units, security and fire detection equipment, wiring, plumbing and lighting fixtures, chandeliers, water softener system, kitchen equipment, garage door openers, cleaning equipment, shrubbery, landscaping, outdoor cooking equipment, and all other property owned by Grantor and attached to the above described real property; and all Farm and Ranch Accessories, Residential Accessories, and Crops, all as defined in the contract between Grantor and Grantee, but subject to any Exclusions as may be set forth in such contract.

RESERVATIONS FROM & EXCEPTIONS TO CONVEYANCE & WARRANTY:

This conveyance is made and accepted subject to all restrictions, covenants, reservations, conditions, rights-of-way, and easements, if any, affecting the Property that are valid, existing, and properly of record; and subject, further, to all zoning laws, regulations, and ordinances of municipal or other governmental authorities, if any, but only to the extent that they are still in effect and relate to the Property.

***AD VALOREM* TAXES:**

Ad valorem taxes on the Property for the year 2021 having been prorated, the payment thereof is assumed by Grantee.

VENDOR'S LIEN:

It is expressly agreed that a VENDOR'S LIEN, as well as the Superior Title in and to the Property, is retained against the Property, premises, and improvements until the above-described Note and all interest thereon are fully paid according to the face, tenor, effect, and reading thereof, when this Deed shall become absolute.

ASSIGNMENT OF VENDOR'S LIEN (3RD PARTY LENDER FINANCING):

Lender, at the instance and request of Grantee, advanced and paid in cash to Grantor that portion of the purchase price of the Property as is evidenced by a **$1,200,000.00** Real Estate Lien Note; THEREFORE, the Vendor's Lien, together with the Superior Title to the Property, is retained herein for the benefit of Lender to the extent of the purchase price of the Property, and both are hereby TRANSFERRED and ASSIGNED to Lender.

DEED OF TRUST:

In order to secure the payment of the Real Estate Lien Note, Grantee has executed and delivered a Deed of Trust conveying title to **David Kapavik**, Trustee, for the benefit of Lender.

Unofficial Document

CONVEYANCE:

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 binds Grantor and Grantor's heirs, executors, administrators, successors, and assigns 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.

TERMS: When the context requires, singular nouns and pronouns include the plural; and masculine forms include the feminine.

EXECUTED this 14th day of April, 2021.

GRANTOR:

JoAnn M Doherty

JoAnn M. Doherty

Evangeline M. Knight

ACKNOWLEDGMENT

STATE OF ~~TEXAS~~ South Carolina §
COUNTY OF Aiken §

SIGNED and ACKNOWLEDGED before me by **JoAnn M. Doherty** on this 14th day of April, 2021.

Victoria Curry

NOTARY PUBLIC STATE OF ~~TEXAS~~ South Carolina

MY COMMISSION EXPIRES FEBRUARY 17 2031

VICTORIA CURRY NOTARY PUBLIC SOUTH CAROLINA

STATE OF TEXAS §
COUNTY OF _____ §

SIGNED and ACKNOWLEDGED before me by **Evangeline M. Knight** on this _____ day of April, 2021.

NOTARY PUBLIC STATE OF TEXAS

Unofficial Document

CONVEYANCE:

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 binds Grantor and Grantor's heirs, executors, administrators, successors, and assigns 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.

TERMS: When the context requires, singular nouns and pronouns include the plural; and masculine forms include the feminine.

EXECUTED this 15th day of April, 2021.

GRANTOR:

_____
JoAnn M. Doherty

Evangeline M. Knight
Evangeline M. Knight

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF _____ §

SIGNED and ACKNOWLEDGED before me by **JoAnn M. Doherty** on this _____ day of April, 2021.

_____
NOTARY PUBLIC STATE OF TEXAS

STATE OF TEXAS §
COUNTY OF Bell §

SIGNED and ACKNOWLEDGED before me by **Evangeline M. Knight** on this 15th day of April, 2021.

JENNIFER A. RAMIREZ
Notary Public, State of Texas
Comm. Expires 01-08-2023
Notary ID 124434932

_____
NOTARY PUBLIC STATE OF TEXAS

Unofficial Document

NETCO

NETCO File Number:NTX-1336471

Borrower Last Name:

Exhibit A
Legal Description

Being 87.69 acres of the M.J. Garcia Survey, Abst. #246, in Williamson County, Texas, part of a tract of 88.4 acres described in a deed to Alfred Mueller, of record in Volume 369, Page 119, Deed Records of Williamson County, Texas, Surveyed on the ground in May of 1974 by W.F. Forest, Registered Public Surveyor;

Beginning at an iron pin found at the lower SW corner of the 88.4 acre tract, the SE corner of a 20.86 acre tract conveyed by Janke to Dudley Homeyer in 1966;

Thence North 19 degrees 31 minutes W 1012 feet to a fence corner post;

Thence South 68 degrees 20 minutes W 619.7 feet to an iron stake found at the upper SW corner of the 88.4 acre tract;

Thence North 20 degrees 24 minutes W 458.9 feet to an iron stake found at the upper NE corner of the Homeyer Tract;

Thence North 71 degrees 18 minutes E 3135.2 feet with the south line of the old Georgetown-Walburg Road, 45 feet wide, to set an iron pin;

Thence 15 degrees 24 minutes E 1449.3 feet to set an iron pin for the SE corner of the 88.4 acre tract;

Thence South 71 degrees 30 minutes W 2404.2 feet to the Point of Beginning, more or less.

Commonly known as: 3150 CR 152, Georgetown, TX 78626 in the County of Williamson

Parcel Number: R039781 R039723

Unofficial Document

ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS

2021058247

Pages: 6 Fee: $37.00
04/21/2021 08:55 AM

Nancy E. Rister

Nancy E. Rister,County Clerk
Williamson County,Texas

Unofficial Document

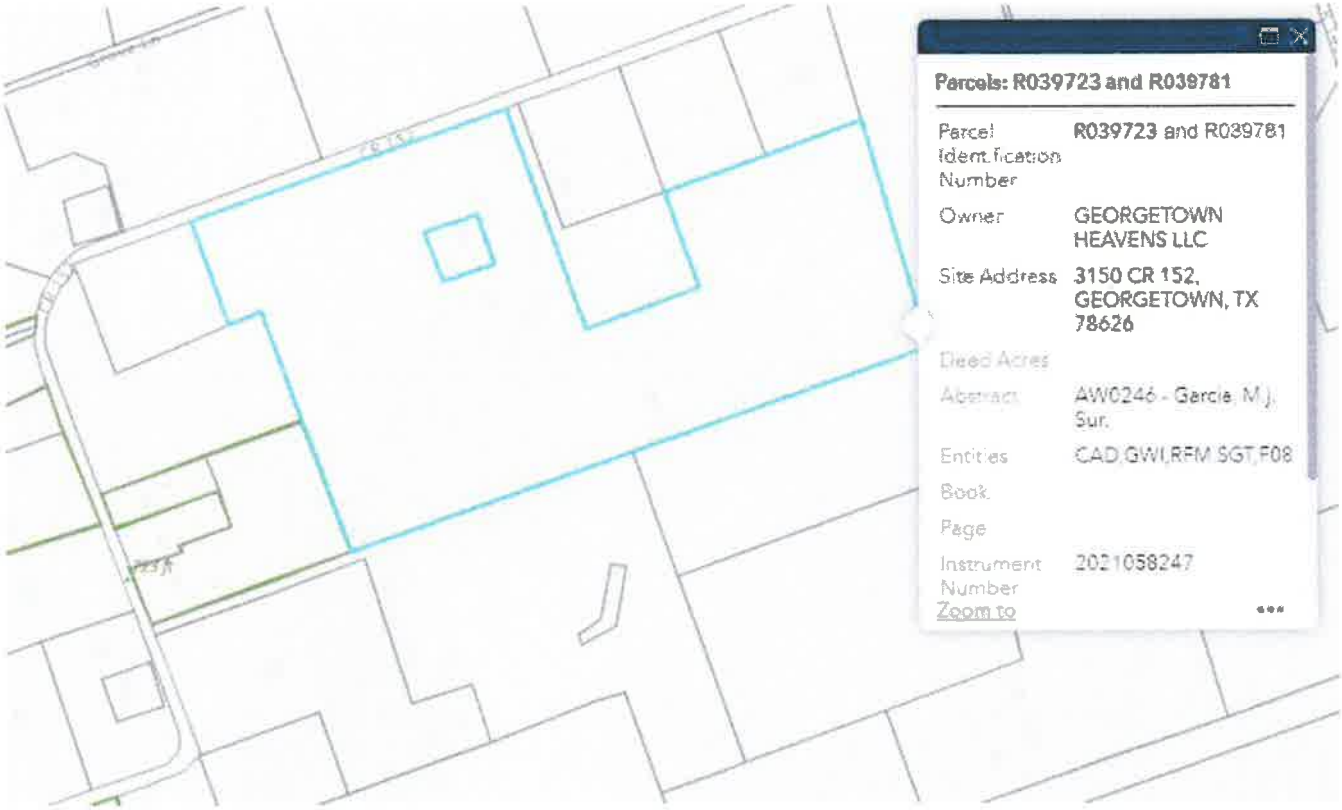
Parcels: R039723 and R039781
Parcel Identification Number
R039723 and R039781
Owner
GEORGETOWN HEAVENS LLC
Site Address
3150 CR 152, GEORGETOWN, TX 78626
Deed Acres
Abstract
AW0246 - Garcia, M.J. Sur.
Entities
CAD,GWI,RFM,SGT,F08
Book
Page
Instrument Number
2021058247
Zoom to

EXHIBIT B
AFFIDAVIT OF SYAMA KONDURU IN SUPPORT OF PETITION FOR RELEASE FROM THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF GEORGETOWN

Before me, the undersigned authority, on this day personally appeared, Syama Konduru, who under oath stated as follows:

1. My name is Syama Konduru. I am over eighteen (18) years of age and am legally competent to make this affidavit, which is true and correct, and is made voluntarily and not under duress.

2. As the Authorized Signatory of Georgetown Heavens LLC I am authorized to submit this Petition on its behalf.

3. Georgetown Heavens LLC is a property owner in the extraterritorial jurisdiction of the City of Georgetown. Its property is located at the following address: 3150 County Road 152, Georgetown, Texas 78626, PIDs R039723 and R039781 (the "Property").

4. There is 1 owner of the Property: Georgetown Heavens LLC. Georgetown Heavens LLC owns 100% of the interest in the Property.

5. I swear that the Property is not: (1) within five miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted; (2) in an area that was voluntarily annexed into the extraterritorial jurisdiction that is located in a county: (a) in which the population grew by more than 50 percent from the previous federal decennial census in the federal decennial census conducted in 2020, and (b) that has a population greater than 240,000; (3) within the portion of the extraterritorial jurisdiction of a municipality with a population of more than 1.4 million that is: (a) within 15 miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted, and (b) in a county with a population of more than 2 million; (4) in an area designated as an industrial district under Tex. Loc. Gov't Code § 42.044; or (5) in an area subject to a strategic partnership agreement entered into under TEX. LOC. GOV'T CODE § 43.0751.

6. I swear that the petition contains my valid and true (1) signature, (2) printed name, (3) date of birth, voter registration number, and county of voter registration, (4) residence address, and (5) date of which I signed such petition.

7. I swear that I satisfied the signature requirement of TEX. LOC. GOV'T CODE § 42.104(b) within 180 days following the date the first signature for the petition was obtained.

Syama Konduru

Sworn and subscribed to before me on this the 8th day of December, 2025.

MARGARITA BERGAMO
Notary Public, State of Texas
Comm. Expires 05-29-2029
Notary ID 132857817

Notary Public in and for the State of Texas

© Cobb & Johns PLLC

CONSENT IN LIEU OF A MEETING

We, the members of Georgetown Heavens, LLC (the "Company"), do hereby adopt the following resolutions and waive any notice of time, place, or purpose of any meeting that may be required under the Company Agreement, the Company's Certificate of Formation, or the Code:

NOW THEREFORE BE IT RESOLVED that Syama Sundara R Konduru is authorized on our behalf to execute a petition for removal of any of the real properties owned by the Company from the extraterritorial jurisdiction of the City of Georgetown, Texas.

OMNAMASHIVAYA LLC
By all of its members:

Signed by:
Lakshmi Bhavani Konduru 12/4/2025
9081098613FB449...
Lakshmi Bhavani Konduru

DocuSigned by:
PADMAVATHI KONDURU 12/4/2025
37EE67388424479...
Padma Konduru

Signed by:
Syama Sundara R Konduru 12/4/2025
CBA67A4A46264EF...
Syama Sundara R Konduru

SEVEN HILLS REALTY HOLDINGS LLC
By all of its members:

Signed by:
Haranadh V. Rasamsetty 12/4/2025
F128D7302584449...
Haranadh V. Rasamsetty

EXHIBIT A
DEED AND PROPERTY MAP

STATE OF TEXAS

COUNTY OF WILLIAMSON

WARRANTY DEED
WITH VENDOR'S LIEN

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.

DATE:	April 14, 2021
GRANTOR:	**JoAnn M. Doherty as her sole and separate property and Evangeline M. Knight, as her sole and separate property**
GRANTEE:	**Georgetown Heavens LLC, a Texas limited liability company**
GRANTEE'S ADDRESS:	9816 Pasatiempo Drive Austin, Texas 78717
LENDER:	**SouthStar Bank, S.S.B.**
LENDER'S ADDRESS:	P. O. Box 37 Calvert, Texas 77837
CONSIDERATION:	TEN DOLLARS ($10.00) cash and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor; with the further consideration of the execution and delivery by Grantee of a **$1,200,000.00** Real Estate Lien Note of even date herewith payable to the order of Lender.

REAL PROPERTY
(INCLUDING ANY IMPROVEMENTS)
[THE "PROPERTY" HEREIN]:

Being 87.69 acres of the M.J. Garcia Survey, Abst. #246, in Williamson County, Texas, part of a tract of 88.4 acres described in a deed to Alfred Mueller, of record in Volume 369, Page 119, Deed Records of Williamson County, Texas, and being more particularly described in Appendix A attached hereto and made a part hereof.

Together will all rights, privileges, and appurtenances pertaining to the Property, including but not limited to water rights, claims, permits, strips and gores, easements, and cooperative or association memberships; the following permanently installed and built-in items, if any: windmills, tanks, barns, pens, fences, gates, sheds, outbuildings, and corrals; the house, garage, and all other fixtures and improvements attached to the above described real property, including

Unofficial Document

without limitation the following permanently installed and built in items, if any: all equipment and appliances, valances, screens, shutters, awnings, wall-to-wall carpeting, mirrors, ceiling fans, attic fans, mail boxes, television antennas and satellite dish systems and equipment, mounts and brackets for televisions and speakers, heating and air-conditioning units, security and fire detection equipment, wiring, plumbing and lighting fixtures, chandeliers, water softener system, kitchen equipment, garage door openers, cleaning equipment, shrubbery, landscaping, outdoor cooking equipment, and all other property owned by Grantor and attached to the above described real property; and all Farm and Ranch Accessories, Residential Accessories, and Crops, all as defined in the contract between Grantor and Grantee, but subject to any Exclusions as may be set forth in such contract.

RESERVATIONS FROM & EXCEPTIONS TO CONVEYANCE & WARRANTY:

This conveyance is made and accepted subject to all restrictions, covenants, reservations, conditions, rights-of-way, and easements, if any, affecting the Property that are valid, existing, and properly of record; and subject, further, to all zoning laws, regulations, and ordinances of municipal or other governmental authorities, if any, but only to the extent that they are still in effect and relate to the Property.

***AD VALOREM* TAXES:**

Ad valorem taxes on the Property for the year 2021 having been prorated, the payment thereof is assumed by Grantee.

VENDOR'S LIEN:

It is expressly agreed that a VENDOR'S LIEN, as well as the Superior Title in and to the Property, is retained against the Property, premises, and improvements until the above-described Note and all interest thereon are fully paid according to the face, tenor, effect, and reading thereof, when this Deed shall become absolute.

ASSIGNMENT OF VENDOR'S LIEN
(3RD PARTY LENDER FINANCING):

Lender, at the instance and request of Grantee, advanced and paid in cash to Grantor that portion of the purchase price of the Property as is evidenced by a **$1,200,000.00** Real Estate Lien Note; THEREFORE, the Vendor's Lien, together with the Superior Title to the Property, is retained herein for the benefit of Lender to the extent of the purchase price of the Property, and both are hereby TRANSFERRED and ASSIGNED to Lender.

DEED OF TRUST:

In order to secure the payment of the Real Estate Lien Note, Grantee has executed and delivered a Deed of Trust conveying title to **David Kapavik**, Trustee, for the benefit of Lender.

Unofficial Document

CONVEYANCE:

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 binds Grantor and Grantor's heirs, executors, administrators, successors, and assigns 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.

TERMS: When the context requires, singular nouns and pronouns include the plural; and masculine forms include the feminine.

EXECUTED this 14th day of April, 2021.

GRANTOR:

JoAnn M Doherty

JoAnn M. Doherty

Evangeline M. Knight

ACKNOWLEDGMENT

STATE OF ~~TEXAS~~ South Carolina §
COUNTY OF Aiken §

SIGNED and ACKNOWLEDGED before me by **JoAnn M. Doherty** on this 14th day of April, 2021.

Victoria Curry

NOTARY PUBLIC STATE OF ~~TEXAS~~ South Carolina

MY COMMISSION EXPIRES FEBRUARY 17 2031

VICTORIA CURRY NOTARY PUBLIC SOUTH CAROLINA

STATE OF TEXAS §
COUNTY OF _____ §

SIGNED and ACKNOWLEDGED before me by **Evangeline M. Knight** on this _____ day of April, 2021.

NOTARY PUBLIC STATE OF TEXAS

Unofficial Document

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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 binds Grantor and Grantor's heirs, executors, administrators, successors, and assigns 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.

TERMS: When the context requires, singular nouns and pronouns include the plural; and masculine forms include the feminine.

EXECUTED this 15th day of April, 2021.

GRANTOR:

_____
JoAnn M. Doherty

Evangeline M Knight
Evangeline M. Knight

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF _____ §

SIGNED and ACKNOWLEDGED before me by **JoAnn M. Doherty** on this _____ day of April, 2021.

_____
NOTARY PUBLIC STATE OF TEXAS

STATE OF TEXAS §
COUNTY OF Bell §

SIGNED and ACKNOWLEDGED before me by **Evangeline M. Knight** on this 15th day of April, 2021.

JENNIFER A. RAMIREZ
Notary Public, State of Texas
Comm. Expires 01-08-2023
Notary ID 124434932

_____
NOTARY PUBLIC STATE OF TEXAS

Unofficial Document

NETCO

NETCO File Number:NTX-1336471

Borrower Last Name:

Exhibit A
Legal Description

Being 87.69 acres of the M.J. Garcia Survey, Abst. #246, in Williamson County, Texas, part of a tract of 88.4 acres described in a deed to Alfred Mueller, of record in Volume 369, Page 119, Deed Records of Williamson County, Texas, Surveyed on the ground in May of 1974 by W.F. Forest, Registered Public Surveyor;

Beginning at an iron pin found at the lower SW corner of the 88.4 acre tract, the SE corner of a 20.86 acre tract conveyed by Janke to Dudley Homeyer in 1966;

Thence North 19 degrees 31 minutes W 1012 feet to a fence corner post;

Thence South 68 degrees 20 minutes W 619.7 feet to an iron stake found at the upper SW corner of the 88.4 acre tract;

Thence North 20 degrees 24 minutes W 458.9 feet to an iron stake found at the upper NE corner of the Homeyer Tract;

Thence North 71 degrees 18 minutes E 3135.2 feet with the south line of the old Georgetown-Walburg Road, 45 feet wide, to set an iron pin;

Thence 15 degrees 24 minutes E 1449.3 feet to set an iron pin for the SE corner of the 88.4 acre tract;

Thence South 71 degrees 30 minutes W 2404.2 feet to the Point of Beginning, more or less.

Commonly known as: 3150 CR 152, Georgetown, TX 78626 in the County of Williamson

Parcel Number: R039781 R039723

Unofficial Document

ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS
2021058247

Pages: 6 Fee: $37.00
04/21/2021 08:55 AM

Nancy E. Rister,County Clerk
Williamson County,Texas

Unofficial Document

Owner petitions to release the Property described above from the City's extraterritorial jurisdiction SAVE AND EXCEPT the following 5 tracts, which have been conveyed to new owners.

SAVE AND EXCEPT TRACT 1

FIELD NOTES

BEING A 5.001 ACRE PARCEL OF LAND SITUATED IN THE MARIA JESUSA GARCIA SURVEY, ABSTRACT NO. 246, WILLIAMSON COUNTY, TEXAS, BEING PART OF THAT 87.69 ACRE PARCEL OF LAND DESCRIBED AS TRACT TWO, IN WARRANTY DEED FROM JOANN M. DOHERTY AND EVANGELINE M. KNIGHT TO GEORGETOWN HEAVENS LLC AS FILED FOR RECORD AT INSTRUMENT NO. 2021058247, BEING PART OF THAT 87.69 ACRE PARCEL OF LAND DESCRIBED AS TRACT TWO, IN GENERAL WARRANTY DEED FROM VERNIE MILDRED MIRTSCHING MUELLER TO JOANN M. DOHERTY AND EVANGELINE M. KNIGHT AS FILED FOR RECORD AT INSTRUMENT NO. 213012232, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY TEXAS, BEING ALSO PART OF THAT 88.4 ACRE PARCEL DESCRIBED IN DEED TO ALFRED MUELLER AS FILED FOR RECORD IN VOLUME 369, AT PAGE 119, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHEAST LINE OF SAID DOHERTY/KNIGHT AND MUELLER PARCELS, SAME BEING IN THE SOUTHWEST LINE OF WILLIAMSON COUNTY ROAD NO. 152, FROM WHICH A 1/2 INCH IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID DOHERTY/KNIGHT AND MUELLER PARCELS AND THE NORTHWEST CORNER OF THAT 20.00 ACRE PARCEL DESCRIBED IN WARRANTY DEED TO SRIHARI B. PINGALI, et al AS FILED FOR RECORD AT INSTRUMENT NO. 2015051909, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY TEXAS BEARS NORTH 68°47'50" EAST A DISTANCE OF 1274.79 FEET;

THENCE NORTH 68°47'50" EAST, ALONG THE NORTH LINE OF SAID DOHERTY/KNIGHT AND MUELLER PARCELS AND ALONG THE SOUTH LINE OF SAID WILLIAMSON COUNTY ROAD NO. 152 A DISTANCE OF 420.00 FEET TO THE EAST CORNER OF THIS PARCEL;

THENCE OVER AND ACROSS SAID DOHERTY/KNIGHT AND MUELLER PARCELS THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1. SOUTH 21°12'10" EAST A DISTANCE OF 518.68 FEET;
2. SOUTH 68°47'50" WEST A DISTANCE OF 420.00 FEET;
3. NORTH 21°12'10" WEST A DISTANCE OF 518.68 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 5.001 ACRES(217844 SQUARE FEET) OF LAND, MORE OR LESS.

NOTES:

1. THIS SURVEY WAS PERFORMED BETWEEN JANUARY 21 AND 22, 2021.
2. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, THEREFORE ACKLAM, INC. HAS NOT RESEARCHED OR SHOWN ANY OTHER EASEMENTS, RIGHTS OF WAY, VARIANCES AND OR AGREEMENTS OF RECORD EXCEPT AS SHOWN HEREON.
3. THE BASIS OF BEARINGS FOR THIS SURVEY IS THE SOUTH LINE OF THAT 87.714 ACRE PARCEL OF LAND SITUATED IN THE MARIA JESUSA GARCIA SURVEY, ABSTRACT NO. 246, WILLIAMSON COUNTY, TEXAS, BEING THAT PARCEL OF LAND DESCRIBED AS TRACT TWO, IN GENERAL WARRANTY DEED FROM VERNIE MILDRED MIRTSCHING MUELLER TO JOANN M. DOHERTY AND EVANGELINE M. KNIGHT AS FILED FOR RECORD AT INSTRUMENT NO. 213012232, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY TEXAS, BEING MONUMENTED ON BOTH ENDS BY A 1/2 INCH IRON ROD FOUND AND BEARS SOUTH 69°01'06" WEST (SOUTH 71°30' WEST).

Unofficial Document

SAVE AND EXCEPT TRACT 2

FIELD NOTES

Order No.: AUT21010004

BEING A 5.001 PARCEL OF LAND, SITUATED IN THE MARIA JESUSA GARCIA SURVEY, ABSTRACT NO. 246, WILLIAMSON COUNTY, TEXAS, BEING PART OF THAT 87.69 ACRE PARCEL OF LAND DESCRIBED AS TRACT TWO IN WARRANTY DEED FROM JOANN M. DOHERTY AND EVANGELINE M. KNIGHT TO GEORGETOWN HEAVENS, LLC, AS FILED FOR RECORD AT INSTRUMENT NO. 2021058247, BEING PART OF THAT 87.69 ACRE PARCEL OF LAND DESCRIBED AS TRACT TWO, IN GENERAL WARRANTY DEED FROM VERNIE MILDRED MIRTSCHING MUELLER TO JOANN M. DOHERTY AND EVANGELINE M. KNIGHT AS FILED FOR RECORD AT INSTRUMENT NO. 2013012232, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS BEING ALSO PART OF THAT 88.4 ACRE PARCEL, DESCRIBED IN DEED TO ALFRED MUELLER AS FILED FOR RECORD IN VOLUME 369, AT PAGE 119, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHEAST LINE OF SAID DOHERTY/KNIGHT AND MUELLER PARCELS, SAME BEING IN THE SOUTHWEST LINE OF WILLIAMSON COUNTY ROAD NO. 152, FROM WHICH A 1/2 INCH IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID DOHERTY/KNIGHT AND MUELLER PARCELS AND THE NORTHWEST CORNER OF THAT 20.00 ACRE PARCEL DESCRIBED IN WARRANTY DEED TO SRIHARI B. PINGALI, ET AL, AS FILED FOR RECORD AT INSTRUMENT NO. 2015051909, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS BEARS NORTH 68°47'50" EAST, A DISTANCE OF 854.79 FEET;

THENCE NORTH 68°47'50" EAST, ALONG THE NORTH LINE OF SAID DOHERTY/KNIGHT AND MUELLER PARCELS AND ALONG THE SOUTH LINE OF SAID WILLIAMSON COUNTY ROAD NO. 152, A DISTANCE OF 420.00 FEET TO THE EAST CORNER OF THIS PARCEL;

THENCE OVER AND ACROSS SAID DOHERTY/KNIGHT AND MUELLER PARCELS THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1. SOUTH 21°12'10" EAST A DISTANCE OF 516.68 FEET;
2. SOUTH 68°47'50" WEST A DISTANCE OF 420.00 FEET;
3. NORTH 21°12'10" WEST A DISTANCE OF 518.58 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.001 ACRES (217844 SQUARE FEET) OF LAND, MORE OR LESS.

Document

SAVE AND EXCEPT TRACT 3

FIELD NOTES

BEING A 5.001 ACRE PARCEL OF LAND SITUATED IN THE MARIA JESUSA GARCIA SURVEY, ABSTRACT NO. 246, WILLIAMSON COUNTY, TEXAS, BEING PART OF THAT 87.69 ACRE PARCEL OF LAND DESCRIBED AS TRACT TWO, IN WARRANTY DEED FROM JOANN M. DOHERTY AND EVANGELINE M. KNIGHT TO GEORGETOWN HEAVENS LLC AS FILED FOR RECORD AT INSTRUMENT NO. 2021058247, BEING PART OF THAT 87.69 ACRE PARCEL OF LAND DESCRIBED AS TRACT TWO, IN GENERAL WARRANTY DEED FROM VERNIE MILDRED MIRTSCHING MUELLER TO JOANN M. DOHERTY AND EVANGELINE M. KNIGHT AS FILED FOR RECORD AT INSTRUMENT NO. 213012232, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY TEXAS, BEING ALSO PART OF THAT 88.4 ACRE PARCEL DESCRIBED IN DEED TO ALFRED MUELLER AS FILED FOR RECORD IN VOLUME 369, AT PAGE 119, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT NORTHWEST CORNER OF SAID DOHERTY/KNIGHT AND MUELLER PARCELS, SAME BEING THE NORTH CORNER OF THE REMAINDER OF THAT 20.86 ACRE PARCEL DESCRIBED IN WARRANTY DEED TO TONY L. DUTTON, et ux AS FILED FOR RECORD IN VOLUME 643, AT PAGE 608, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY TEXAS, FROM WHICH A CAR AXLE (WITH HUB) IN THE APPARENT SOUTH LINE OF WILLIAMSON COUNTY ROAD NO. 152 BEARS SOUTH 22°58'13" EAST A DISTANCE OF 4.00 FEET;

THENCE NORTH 68°47'50" EAST, ALONG THE NORTH LINE OF SAID DOHERTY/KNIGHT AND MUELLER PARCELS AND ALONG THE SOUTH LINE OF SAID WILLIAMSON COUNTY ROAD NO. 152 (EXTENDED), A DISTANCE OF 492.03 FEET

THENCE SOUTH 22°00'43" EAST, OVER AND ACROSS SAID DOHERTY/KNIGHT AND MUELLER PARCELS, A DISTANCE OF 433.75 FEET, MORE OR LESS, TO WEST LINE OF SAID DOHERTY/KNIGHT AND MUELLER PARCELS AND A NORTH LINE OF SAID DUTTON PARCEL FOR THE EAST CORNER OF THIS PARCEL;

THENCE, ALONG A SOUTH AND WEST LINES OF SAID DOHERTY/KNIGHT PARCEL, THE SOUTH AND WEST LINES OF SAID MUELLER PARCEL AND THE NORTH AND EAST LINE OF SAID DUTTON PARCEL THE FOLLOWING TWO (2) COURSES AND DISTANCES;

1. SOUTH 65°51'31" WEST A DISTANCE OF 484.65 FEET, MORE OR LESS, TO A 1/2 INCH IRON ROD FOUND FOR AN ANGLE CORNER;
2. NORTH 22°58'13" WEST, PASSING AT A DISTANCE OF 454.77 FEET SAID CAR AXLE (WITH HUB) IN THE APPARENT SOUTH LINE OF WILLIAMSON COUNTY ROAD NO. 152 AND CONTINUING FOR A TOTAL DISTANCE OF 458.77 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 5.001 ACRES (217,844 SQUARE FEET) OF LAND, MORE OR LESS.

NOTES:

1. THIS SURVEY WAS PERFORMED BETWEEN JANUARY 21 AND 22, 2021.
2. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, THEREFORE ACKLAM, INC. HAS NOT RESEARCHED OR SHOWN ANY OTHER EASEMENTS, RIGHTS OF WAY, VARIANCES AND OR AGREEMENTS OF RECORD EXCEPT AS SHOWN HEREON.
3. THE BASIS OF BEARINGS FOR THIS SURVEY IS THE SOUTH LINE OF THAT 87.714 ACRE PARCEL OF LAND SITUATED IN THE MARIA JESUSA GARCIA SURVEY, ABSTRACT NO. 246, WILLIAMSON COUNTY, TEXAS, BEING THAT PARCEL OF LAND DESCRIBED AS TRACT TWO, IN GENERAL WARRANTY DEED FROM VERNIE MILDRED MIRTSCHING MUELLER TO JOANN M. DOHERTY AND EVANGELINE M. KNIGHT AS FILED FOR RECORD AT INSTRUMENT NO. 213012232, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY TEXAS, BEING MONUMENTED ON BOTH ENDS BY A 1/2 INCH IRON ROD FOUND AND BEARS SOUTH 69°01'06" WEST (SOUTH 71°30' WEST).

Unofficial Document

SAVE AND EXCEPT TRACT 4

FIELD NOTES

BEING A 5.001 ACRE PARCEL OF LAND SITUATED IN THE MARIA JESUSA GARCIA SURVEY, ABSTRACT NO. 246, WILLIAMSON COUNTY, TEXAS, BEING PART OF THAT 87.69 ACRE PARCEL OF LAND DESCRIBED AS TRACT TWO, IN WARRANTY DEED FROM JOANN M. DOHERTY AND EVANGELINE M. KNIGHT TO GEORGETOWN HEAVENS LLC AS FILED FOR RECORD AT INSTRUMENT NO. 2021058247, BEING PART OF THAT 87.69 ACRE PARCEL OF LAND DESCRIBED AS TRACT TWO, IN GENERAL WARRANTY DEED FROM VERNIE MILDRED MIRTSCHING MUELLER TO JOANN M. DOHERTY AND EVANGELINE M. KNIGHT AS FILED FOR RECORD AT INSTRUMENT NO. 213012232, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY TEXAS, BEING ALSO PART OF THAT 88.4 ACRE PARCEL DESCRIBED IN DEED TO ALFRED MUELLER AS FILED FOR RECORD IN VOLUME 369, AT PAGE 119, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID DOHERTY/KNIGHT AND MUELLER PARCELS, THE NORTHWEST CORNER OF THAT 20.00 ACRE PARCEL DESCRIBED IN WARRANTY DEED TO SRIHARI B. PINGALI, et al AS FILED FOR RECORD AT INSTRUMENT NO. 2015051909, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY TEXAS AND ON THE SOUTHWEST LINE OF WILLIAMSON COUNTY ROAD NO. 152, FROM WHICH A 1/2 INCH IRON ROD FOUND FOR THE SOUTHEAST CORNER OF SAID DOHERTY/KNIGHT AND MUELLER PARCELS AND SAME BEING AN ELL CORNER IN THE WEST LINE OF THAT 18.01 ACRE PARCEL DESCRIBED IN SPECIAL WARRANTY DEED TO MELVIN C. ZOCH AS FILED FOR RECORD AT INSTRUMENT NO. 2004100120, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY TEXAS, BEARS SOUTH 17°56'14" EAST A DISTANCE OF 1450.11 FEET;

THENCE SOUTH 17°56'14" EAST, ALONG THE EAST LINE OF SAID DOHERTY/KNIGHT AND MUELLER PARCELS AND ALONG THE WEST LINE OF SAID PINGALI et al PARCEL A DISTANCE OF 519.52 FEET TO THE EAST CORNER OF THIS PARCEL;

THENCE OVER AND ACROSS SAID DOHERTY/KNIGHT AND MUELLER PARCELS THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1. SOUTH 68°47'50" WEST A DISTANCE OF 405.20 FEET TO THE SOUTH CORNER OF THIS PARCEL;
2. NORTH 21°12'10" WEST A DISTANCE OF 518.68 FEET, MORE OR LESS, TO THE NORTH LINE OF SAID DOHERTY/KNIGHT AND MUELLER PARCELS AND THE SOUTHWEST LINE OF SAID WILLIAMSON COUNTY ROAD NO. 152.

THENCE NORTH 68°47'50" EAST A DISTANCE OF 434.79 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.001 ACRES(217844 SQUARE FEET) OF LAND, MORE OR LESS.

Document

SAVE AND EXCEPT TRACT 5

FIELD NOTES

A DESCRIPTION OF 5.002 ACRES OF LAND, MORE OR LESS, SITUATED IN THE MARIA JESUSA GARCIA SURVEY, ABSTRACT NO. 246, IN WILLIAMSON COUNTY, TEXAS, BEING PART OF THAT CERTAIN 87.69 ACRE TRACT CONVEYED TO GEORGETOWN HEAVENS LLC BY WARRANTY DEED AND RECORDED IN DOCUMENT NO. 2021058247, OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS, SAID 5.002 ACRES OF LAND BEING MORE PARTICULARY DESCRIBED BY METESAND BOUNDS AS FOLLOWS:

COMMENCING for reference at an iron rod found on the south line of County Road 152, having a right of way width that varies, said point being the northwest corner of that certain 5.001 acre tract conveyed Zay1870, LLC by General Warranty Deed and recorded in Document No. 2024006775, Official Public Records Williamson County, Texas, same being the northeast corner of that certain 5.001 acre tract conveyed to Paul Isaac Green and Shawna Nicole Green by General Warranty Deed and recorded in Document No. 2021087807, Official Public Records Williamson County, Texas;

THENCE, South 68°47'46" West, coincident with the south right of way line of said County Road 152 and the north line of said Green tract, a distance of 419.87 feet to an iron rod found for the northwest corner of said Green tract, said point being in the north line said 87.69 acre tract, this point being the POINT OF BEGINNING, having grid coordinates in United States survey feet a part of the state plane coordinate system, Texas Central Zone 4203, North American Datum 1983, of N(Y) 10226901.875, E(X) 3148246.372, and for the northerly northeast corner of this herein described tract;

THENCE, South 21°12'38" East, coincident with the west line of said Green tract, a distance of 518.61 feet to a capped iron rod found "TEXAS 5637" for the southwest corner of said Green tract, and for an inner ell corner of this herein described tract;

THENCE, North 68°47'58" East, coincident with the south line of said Green tract, a distance of 419.89 feet to a capped iron rod found "TEXAS 5637" for the southeast corner of said Green tract, same being the southwest corner of said Zay1870 tract, and for the southerly northeast corner of this herein described tract, from which an iron rod found for the southeast corner of said Zay1870 tract bears, North 68°47'50" East, 419.89 feet, and from which said iron rod found for the northwest corner of said Zay1870 tract bears, North 21°12'46" West, 518.63 feet;

THENCE, crossing over said 87.69 acre tract the following three (3) courses and distances;

1. South 21°12'46" East, 398.80 feet to an iron rod set with a plastic cap stamped "HARP 6830", for the southeast corner of this herein described tract;
2. South 68°47'58" West, 474.90 feet to an iron rod set with a plastic cap stamped "HARP 6830", for the southwest corner of this herein described tract;
3. North 21°12'38" West, 917.40 feet an iron rod set with a plastic cap stamped "HARP 6830" on the south right of way line of said County Road 152, same being the north line of said 87.69 acre tract, and for the northwest corner of this herein described tract;

THENCE, North 68°47'46" East, coincident with the north line of said 87.69 acre tract and the south line of said County Road 152, a distance of 55.00 feet to the POINT OF BEGINNING, containing 5.002 acres, more or less, within these metes and bounds.

Unofficial Document

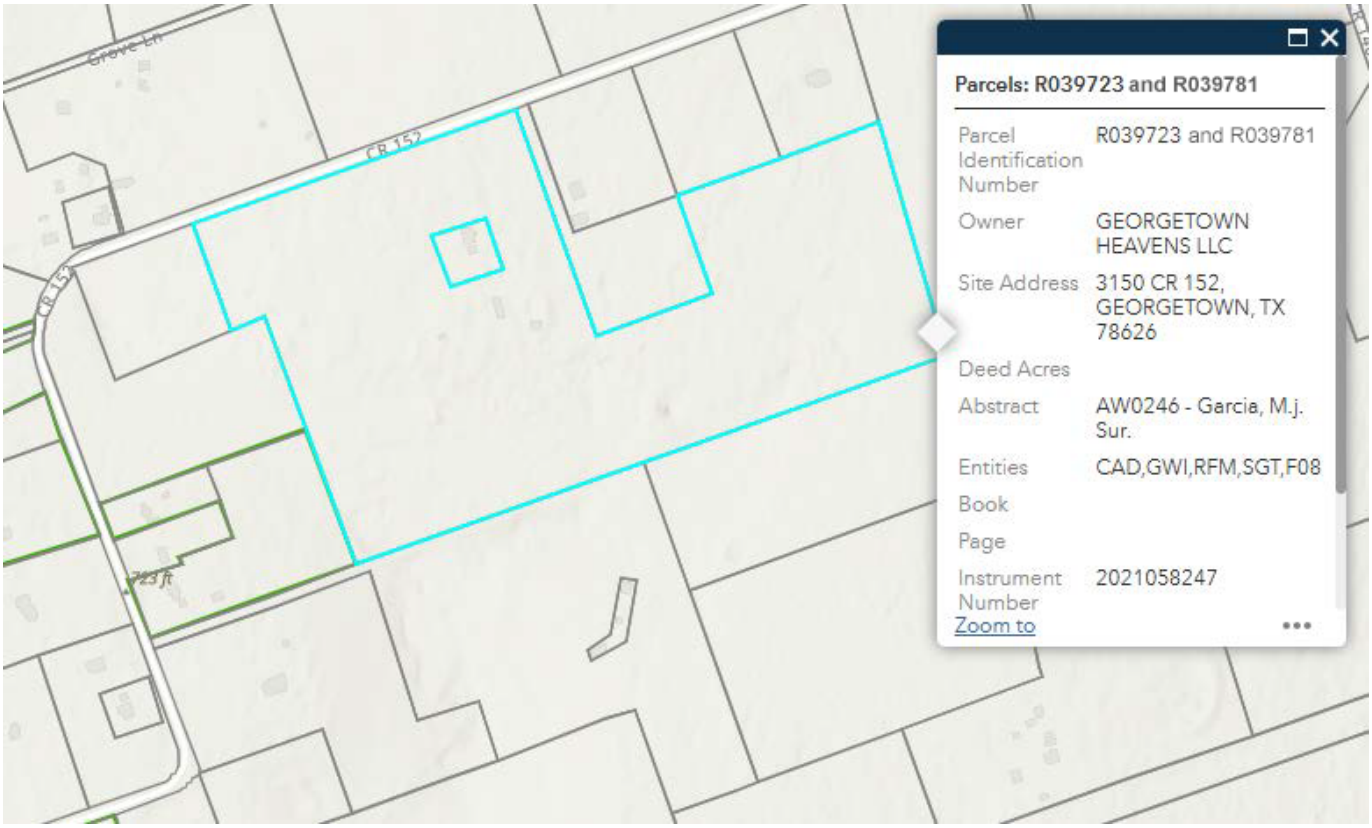

Grove Ln
CR 152
CR 152
723 ft
Parcels: R039723 and R039781
Parcel Identification Number
R039723 and R039781
Owner
GEORGETOWN HEAVENS LLC
Site Address
3150 CR 152, GEORGETOWN, TX 78626
Deed Acres
Abstract
AW0246 - Garcia, M.j. Sur.
Entities
CAD,GWI,RFM,SGT,F08
Book
Page
Instrument Number
2021058247
Zoom to

Exhibit B to Resolution

Legal Description and Map

NETCO

NETCO File Number:NTX-1336471

Borrower Last Name:

Exhibit A
Legal Description

Being 87.69 acres of the M.J. Garcia Survey, Abst. #246, in Williamson County, Texas, part of a tract of 88.4 acres described in a deed to Alfred Mueller, of record in Volume 369, Page 119, Deed Records of Williamson County, Texas, Surveyed on the ground in May of 1974 by W.F. Forest, Registered Public Surveyor;

Beginning at an iron pin found at the lower SW corner of the 88.4 acre tract, the SE corner of a 20.86 acre tract conveyed by Janke to Dudley Homeyer in 1966;

Thence North 19 degrees 31 minutes W 1012 feet to a fence corner post;

Thence South 68 degrees 20 minutes W 619.7 feet to an iron stake found at the upper SW corner of the 88.4 acre tract;

Thence North 20 degrees 24 minutes W 458.9 feet to an iron stake found at the upper NE corner of the Homeyer Tract;

Thence North 71 degrees 18 minutes E 3135.2 feet with the south line of the old Georgetown-Walburg Road, 45 feet wide, to set an iron pin;

Thence 15 degrees 24 minutes E 1449.3 feet to set an iron pin for the SE corner of the 88.4 acre tract;

Thence South 71 degrees 30 minutes W 2404.2 feet to the Point of Beginning, more or less.

Commonly known as: 3150 CR 152, Georgetown, TX 78626 in the County of Williamson

Parcel Number: R039781 R039723

Unofficial Document

Owner petitions to release the Property described above from the City's extraterritorial jurisdiction SAVE AND EXCEPT the following 5 tracts, which have been conveyed to new owners.

SAVE AND EXCEPT TRACT 1

FIELD NOTES

BEING A 5.001 ACRE PARCEL OF LAND SITUATED IN THE MARIA JESUSA GARCIA SURVEY, ABSTRACT NO. 246, WILLIAMSON COUNTY, TEXAS, BEING PART OF THAT 87.69 ACRE PARCEL OF LAND DESCRIBED AS TRACT TWO, IN WARRANTY DEED FROM JOANN M. DOHERTY AND EVANGELINE M. KNIGHT TO GEORGETOWN HEAVENS LLC AS FILED FOR RECORD AT INSTRUMENT NO. 2021058247, BEING PART OF THAT 87.69 ACRE PARCEL OF LAND DESCRIBED AS TRACT TWO, IN GENERAL WARRANTY DEED FROM VERNIE MILDRED MIRTSCHING MUELLER TO JOANN M. DOHERTY AND EVANGELINE M. KNIGHT AS FILED FOR RECORD AT INSTRUMENT NO. 213012232, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY TEXAS, BEING ALSO PART OF THAT 88.4 ACRE PARCEL DESCRIBED IN DEED TO ALFRED MUELLER AS FILED FOR RECORD IN VOLUME 369, AT PAGE 119, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHEAST LINE OF SAID DOHERTY/KNIGHT AND MUELLER PARCELS, SAME BEING IN THE SOUTHWEST LINE OF WILLIAMSON COUNTY ROAD NO. 152, FROM WHICH A 1/2 INCH IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID DOHERTY/KNIGHT AND MUELLER PARCELS AND THE NORTHWEST CORNER OF THAT 20.00 ACRE PARCEL DESCRIBED IN WARRANTY DEED TO SRIHARI B. PINGALI, et al AS FILED FOR RECORD AT INSTRUMENT NO. 2015051909, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY TEXAS BEARS NORTH 68°47'50" EAST A DISTANCE OF 1274.79 FEET;

THENCE NORTH 68°47'50" EAST, ALONG THE NORTH LINE OF SAID DOHERTY/KNIGHT AND MUELLER PARCELS AND ALONG THE SOUTH LINE OF SAID WILLIAMSON COUNTY ROAD NO. 152 A DISTANCE OF 420.00 FEET TO THE EAST CORNER OF THIS PARCEL;

THENCE OVER AND ACROSS SAID DOHERTY/KNIGHT AND MUELLER PARCELS THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1. SOUTH 21°12'10" EAST A DISTANCE OF 518.68 FEET;
2. SOUTH 68°47'50" WEST A DISTANCE OF 420.00 FEET;
3. NORTH 21°12'10" WEST A DISTANCE OF 518.68 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 5.001 ACRES(217844 SQUARE FEET) OF LAND, MORE OR LESS.

NOTES:

1. THIS SURVEY WAS PERFORMED BETWEEN JANUARY 21 AND 22, 2021.
2. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, THEREFORE ACKLAM, INC. HAS NOT RESEARCHED OR SHOWN ANY OTHER EASEMENTS, RIGHTS OF WAY, VARIANCES AND OR AGREEMENTS OF RECORD EXCEPT AS SHOWN HEREON.
3. THE BASIS OF BEARINGS FOR THIS SURVEY IS THE SOUTH LINE OF THAT 87.714 ACRE PARCEL OF LAND SITUATED IN THE MARIA JESUSA GARCIA SURVEY, ABSTRACT NO. 246, WILLIAMSON COUNTY, TEXAS, BEING THAT PARCEL OF LAND DESCRIBED AS TRACT TWO, IN GENERAL WARRANTY DEED FROM VERNIE MILDRED MIRTSCHING MUELLER TO JOANN M. DOHERTY AND EVANGELINE M. KNIGHT AS FILED FOR RECORD AT INSTRUMENT NO. 213012232, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY TEXAS, BEING MONUMENTED ON BOTH ENDS BY A 1/2 INCH IRON ROD FOUND AND BEARS SOUTH 69°01'06" WEST (SOUTH 71°30' WEST).

Unofficial Document

SAVE AND EXCEPT TRACT 2

FIELD NOTES

Order No.: AUT21010004

BEING A 5.001 PARCEL OF LAND, SITUATED IN THE MARIA JESUSA GARCIA SURVEY, ABSTRACT NO. 246, WILLIAMSON COUNTY, TEXAS, BEING PART OF THAT 87.69 ACRE PARCEL OF LAND DESCRIBED AS TRACT TWO IN WARRANTY DEED FROM JOANN M. DOHERTY AND EVANGELINE M. KNIGHT TO GEORGETOWN HEAVENS, LLC, AS FILED FOR RECORD AT INSTRUMENT NO. 2021058247, BEING PART OF THAT 87.69 ACRE PARCEL OF LAND DESCRIBED AS TRACT TWO, IN GENERAL WARRANTY DEED FROM VERNIE MILDRED MIRTSCHING MUELLER TO JOANN M. DOHERTY AND EVANGELINE M. KNIGHT AS FILED FOR RECORD AT INSTRUMENT NO. 2013012232, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS BEING ALSO PART OF THAT 88.4 ACRE PARCEL, DESCRIBED IN DEED TO ALFRED MUELLER AS FILED FOR RECORD IN VOLUME 369, AT PAGE 119, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHEAST LINE OF SAID DOHERTY/KNIGHT AND MUELLER PARCELS, SAME BEING IN THE SOUTHWEST LINE OF WILLIAMSON COUNTY ROAD NO. 152, FROM WHICH A 1/2 INCH IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID DOHERTY/KNIGHT AND MUELLER PARCELS AND THE NORTHWEST CORNER OF THAT 20.00 ACRE PARCEL DESCRIBED IN WARRANTY DEED TO SRIHARI B. PINGALI, ET AL, AS FILED FOR RECORD AT INSTRUMENT NO. 2015051909, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS BEARS NORTH 68°47'50" EAST, A DISTANCE OF 854.79 FEET;

THENCE NORTH 68°47'50" EAST, ALONG THE NORTH LINE OF SAID DOHERTY/KNIGHT AND MUELLER PARCELS AND ALONG THE SOUTH LINE OF SAID WILLIAMSON COUNTY ROAD NO. 152, A DISTANCE OF 420.00 FEET TO THE EAST CORNER OF THIS PARCEL;

THENCE OVER AND ACROSS SAID DOHERTY/KNIGHT AND MUELLER PARCELS THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1. SOUTH 21°12'10" EAST A DISTANCE OF 516.68 FEET;
2. SOUTH 68°47'50" WEST A DISTANCE OF 420.00 FEET;
3. NORTH 21°12'10" WEST A DISTANCE OF 518.58 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.001 ACRES (217844 SQUARE FEET) OF LAND, MORE OR LESS.

Document

SAVE AND EXCEPT TRACT 3

FIELD NOTES

BEING A 5.001 ACRE PARCEL OF LAND SITUATED IN THE MARIA JESUSA GARCIA SURVEY, ABSTRACT NO. 246, WILLIAMSON COUNTY, TEXAS, BEING PART OF THAT 87.69 ACRE PARCEL OF LAND DESCRIBED AS TRACT TWO, IN WARRANTY DEED FROM JOANN M. DOHERTY AND EVANGELINE M. KNIGHT TO GEORGETOWN HEAVENS LLC AS FILED FOR RECORD AT INSTRUMENT NO. 2021058247, BEING PART OF THAT 87.69 ACRE PARCEL OF LAND DESCRIBED AS TRACT TWO, IN GENERAL WARRANTY DEED FROM VERNIE MILDRED MIRTSCHING MUELLER TO JOANN M. DOHERTY AND EVANGELINE M. KNIGHT AS FILED FOR RECORD AT INSTRUMENT NO. 213012232, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY TEXAS, BEING ALSO PART OF THAT 88.4 ACRE PARCEL DESCRIBED IN DEED TO ALFRED MUELLER AS FILED FOR RECORD IN VOLUME 369, AT PAGE 119, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT NORTHWEST CORNER OF SAID DOHERTY/KNIGHT AND MUELLER PARCELS, SAME BEING THE NORTH CORNER OF THE REMAINDER OF THAT 20.86 ACRE PARCEL DESCRIBED IN WARRANTY DEED TO TONY L. DUTTON, et ux AS FILED FOR RECORD IN VOLUME 643, AT PAGE 608, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY TEXAS, FROM WHICH A CAR AXLE (WITH HUB) IN THE APPARENT SOUTH LINE OF WILLIAMSON COUNTY ROAD NO. 152 BEARS SOUTH 22°58'13" EAST A DISTANCE OF 4.00 FEET;

THENCE NORTH 68°47'50" EAST, ALONG THE NORTH LINE OF SAID DOHERTY/KNIGHT AND MUELLER PARCELS AND ALONG THE SOUTH LINE OF SAID WILLIAMSON COUNTY ROAD NO. 152 (EXTENDED), A DISTANCE OF 492.03 FEET

THENCE SOUTH 22°00'43" EAST, OVER AND ACROSS SAID DOHERTY/KNIGHT AND MUELLER PARCELS, A DISTANCE OF 433.75 FEET, MORE OR LESS, TO WEST LINE OF SAID DOHERTY/KNIGHT AND MUELLER PARCELS AND A NORTH LINE OF SAID DUTTON PARCEL FOR THE EAST CORNER OF THIS PARCEL;

THENCE, ALONG A SOUTH AND WEST LINES OF SAID DOHERTY/KNIGHT PARCEL, THE SOUTH AND WEST LINES OF SAID MUELLER PARCEL AND THE NORTH AND EAST LINE OF SAID DUTTON PARCEL THE FOLLOWING TWO (2) COURSES AND DISTANCES;

1. SOUTH 65°51'31" WEST A DISTANCE OF 484.65 FEET, MORE OR LESS, TO A 1/2 INCH IRON ROD FOUND FOR AN ANGLE CORNER;
2. NORTH 22°58'13" WEST, PASSING AT A DISTANCE OF 454.77 FEET SAID CAR AXLE (WITH HUB) IN THE APPARENT SOUTH LINE OF WILLIAMSON COUNTY ROAD NO. 152 AND CONTINUING FOR A TOTAL DISTANCE OF 458.77 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 5.001 ACRES (217,844 SQUARE FEET) OF LAND, MORE OR LESS.

NOTES:

1. THIS SURVEY WAS PERFORMED BETWEEN JANUARY 21 AND 22, 2021.
2. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, THEREFORE ACKLAM, INC. HAS NOT RESEARCHED OR SHOWN ANY OTHER EASEMENTS, RIGHTS OF WAY, VARIANCES AND OR AGREEMENTS OF RECORD EXCEPT AS SHOWN HEREON.
3. THE BASIS OF BEARINGS FOR THIS SURVEY IS THE SOUTH LINE OF THAT 87.714 ACRE PARCEL OF LAND SITUATED IN THE MARIA JESUSA GARCIA SURVEY, ABSTRACT NO. 246, WILLIAMSON COUNTY, TEXAS, BEING THAT PARCEL OF LAND DESCRIBED AS TRACT TWO, IN GENERAL WARRANTY DEED FROM VERNIE MILDRED MIRTSCHING MUELLER TO JOANN M. DOHERTY AND EVANGELINE M. KNIGHT AS FILED FOR RECORD AT INSTRUMENT NO. 213012232, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY TEXAS, BEING MONUMENTED ON BOTH ENDS BY A 1/2 INCH IRON ROD FOUND AND BEARS SOUTH 69°01'06" WEST (SOUTH 71°30' WEST).

Unofficial Document

SAVE AND EXCEPT TRACT 4

FIELD NOTES

BEING A 5.001 ACRE PARCEL OF LAND SITUATED IN THE MARIA JESUSA GARCIA SURVEY, ABSTRACT NO. 246, WILLIAMSON COUNTY, TEXAS, BEING PART OF THAT 87.69 ACRE PARCEL OF LAND DESCRIBED AS TRACT TWO, IN WARRANTY DEED FROM JOANN M. DOHERTY AND EVANGELINE M. KNIGHT TO GEORGETOWN HEAVENS LLC AS FILED FOR RECORD AT INSTRUMENT NO. 2021058247, BEING PART OF THAT 87.69 ACRE PARCEL OF LAND DESCRIBED AS TRACT TWO, IN GENERAL WARRANTY DEED FROM VERNIE MILDRED MIRTSCHING MUELLER TO JOANN M. DOHERTY AND EVANGELINE M. KNIGHT AS FILED FOR RECORD AT INSTRUMENT NO. 213012232, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY TEXAS, BEING ALSO PART OF THAT 88.4 ACRE PARCEL DESCRIBED IN DEED TO ALFRED MUELLER AS FILED FOR RECORD IN VOLUME 369, AT PAGE 119, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID DOHERTY/KNIGHT AND MUELLER PARCELS, THE NORTHWEST CORNER OF THAT 20.00 ACRE PARCEL DESCRIBED IN WARRANTY DEED TO SRIHARI B. PINGALI, et al AS FILED FOR RECORD AT INSTRUMENT NO. 2015051909, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY TEXAS AND ON THE SOUTHWEST LINE OF WILLIAMSON COUNTY ROAD NO. 152, FROM WHICH A 1/2 INCH IRON ROD FOUND FOR THE SOUTHEAST CORNER OF SAID DOHERTY/KNIGHT AND MUELLER PARCELS AND SAME BEING AN ELL CORNER IN THE WEST LINE OF THAT 18.01 ACRE PARCEL DESCRIBED IN SPECIAL WARRANTY DEED TO MELVIN C. ZOCH AS FILED FOR RECORD AT INSTRUMENT NO. 2004100120, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY TEXAS, BEARS SOUTH 17°56'14" EAST A DISTANCE OF 1450.11 FEET;

THENCE SOUTH 17°56'14" EAST, ALONG THE EAST LINE OF SAID DOHERTY/KNIGHT AND MUELLER PARCELS AND ALONG THE WEST LINE OF SAID PINGALI et al PARCEL A DISTANCE OF 519.52 FEET TO THE EAST CORNER OF THIS PARCEL;

THENCE OVER AND ACROSS SAID DOHERTY/KNIGHT AND MUELLER PARCELS THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1. SOUTH 68°47'50" WEST A DISTANCE OF 405.20 FEET TO THE SOUTH CORNER OF THIS PARCEL;
2. NORTH 21°12'10" WEST A DISTANCE OF 518.68 FEET, MORE OR LESS, TO THE NORTH LINE OF SAID DOHERTY/KNIGHT AND MUELLER PARCELS AND THE SOUTHWEST LINE OF SAID WILLIAMSON COUNTY ROAD NO. 152.

THENCE NORTH 68°47'50" EAST A DISTANCE OF 434.79 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.001 ACRES(217844 SQUARE FEET) OF LAND, MORE OR LESS.

Document

SAVE AND EXCEPT TRACT 5

FIELD NOTES

A DESCRIPTION OF 5.002 ACRES OF LAND, MORE OR LESS, SITUATED IN THE MARIA JESUSA GARCIA SURVEY, ABSTRACT NO. 246, IN WILLIAMSON COUNTY, TEXAS, BEING PART OF THAT CERTAIN 87.69 ACRE TRACT CONVEYED TO GEORGETOWN HEAVENS LLC BY WARRANTY DEED AND RECORDED IN DOCUMENT NO. 2021058247, OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS, SAID 5.002 ACRES OF LAND BEING MORE PARTICULARY DESCRIBED BY METESAND BOUNDS AS FOLLOWS:

COMMENCING for reference at an iron rod found on the south line of County Road 152, having a right of way width that varies, said point being the northwest corner of that certain 5.001 acre tract conveyed Zay1870, LLC by General Warranty Deed and recorded in Document No. 2024006775, Official Public Records Williamson County, Texas, same being the northeast corner of that certain 5.001 acre tract conveyed to Paul Isaac Green and Shawna Nicole Green by General Warranty Deed and recorded in Document No. 2021087807, Official Public Records Williamson County, Texas;

THENCE, South 68°47'46" West, coincident with the south right of way line of said County Road 152 and the north line of said Green tract, a distance of 419.87 feet to an iron rod found for the northwest corner of said Green tract, said point being in the north line said 87.69 acre tract, this point being the POINT OF BEGINNING, having grid coordinates in United States survey feet a part of the state plane coordinate system, Texas Central Zone 4203, North American Datum 1983, of N(Y) 10226901.875, E(X) 3148246.372, and for the northerly northeast corner of this herein described tract;

THENCE, South 21°12'38" East, coincident with the west line of said Green tract, a distance of 518.61 feet to a capped iron rod found "TEXAS 5637" for the southwest corner of said Green tract, and for an inner ell corner of this herein described tract;

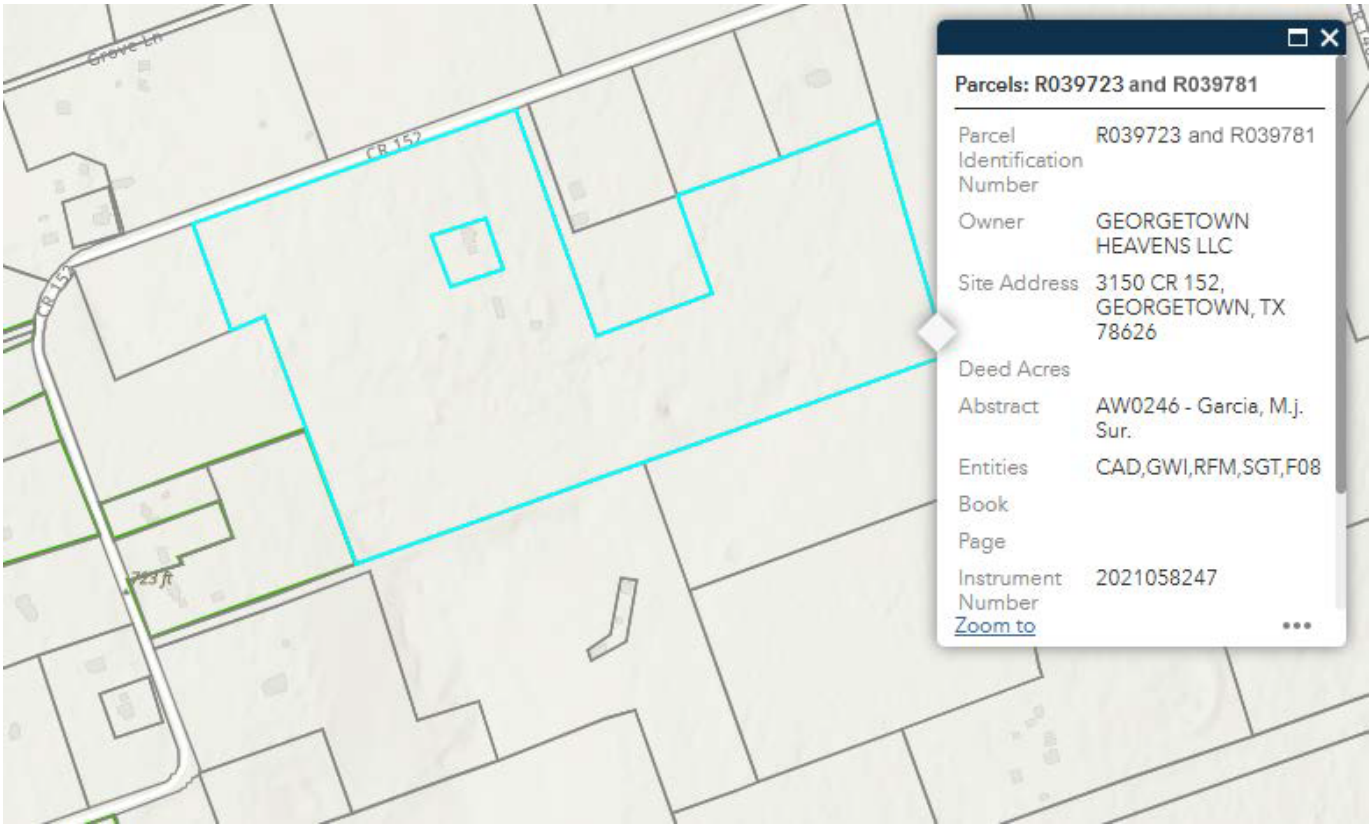
THENCE, North 68°47'58" East, coincident with the south line of said Green tract, a distance of 419.89 feet to a capped iron rod found "TEXAS 5637" for the southeast corner of said Green tract, same being the southwest corner of said Zay1870 tract, and for the southerly northeast corner of this herein described tract, from which an iron rod found for the southeast corner of said Zay1870 tract bears, North 68°47'50" East, 419.89 feet, and from which said iron rod found for the northwest corner of said Zay1870 tract bears, North 21°12'46" West, 518.63 feet;

THENCE, crossing over said 87.69 acre tract the following three (3) courses and distances;

1. South 21°12'46" East, 398.80 feet to an iron rod set with a plastic cap stamped "HARP 6830", for the southeast corner of this herein described tract;
2. South 68°47'58" West, 474.90 feet to an iron rod set with a plastic cap stamped "HARP 6830", for the southwest corner of this herein described tract;
3. North 21°12'38" West, 917.40 feet an iron rod set with a plastic cap stamped "HARP 6830" on the south right of way line of said County Road 152, same being the north line of said 87.69 acre tract, and for the northwest corner of this herein described tract;

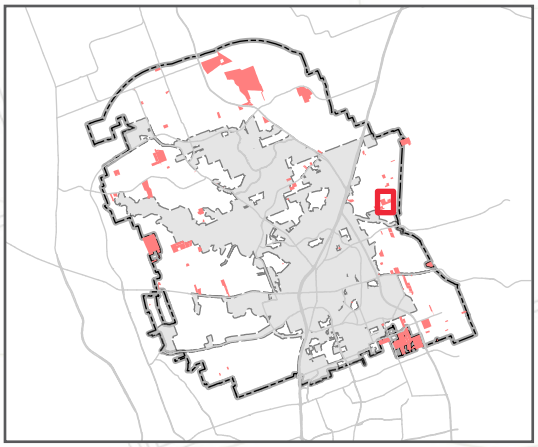
THENCE, North 68°47'46" East, coincident with the north line of said 87.69 acre tract and the south line of said County Road 152, a distance of 55.00 feet to the POINT OF BEGINNING, containing 5.002 acres, more or less, within these metes and bounds.

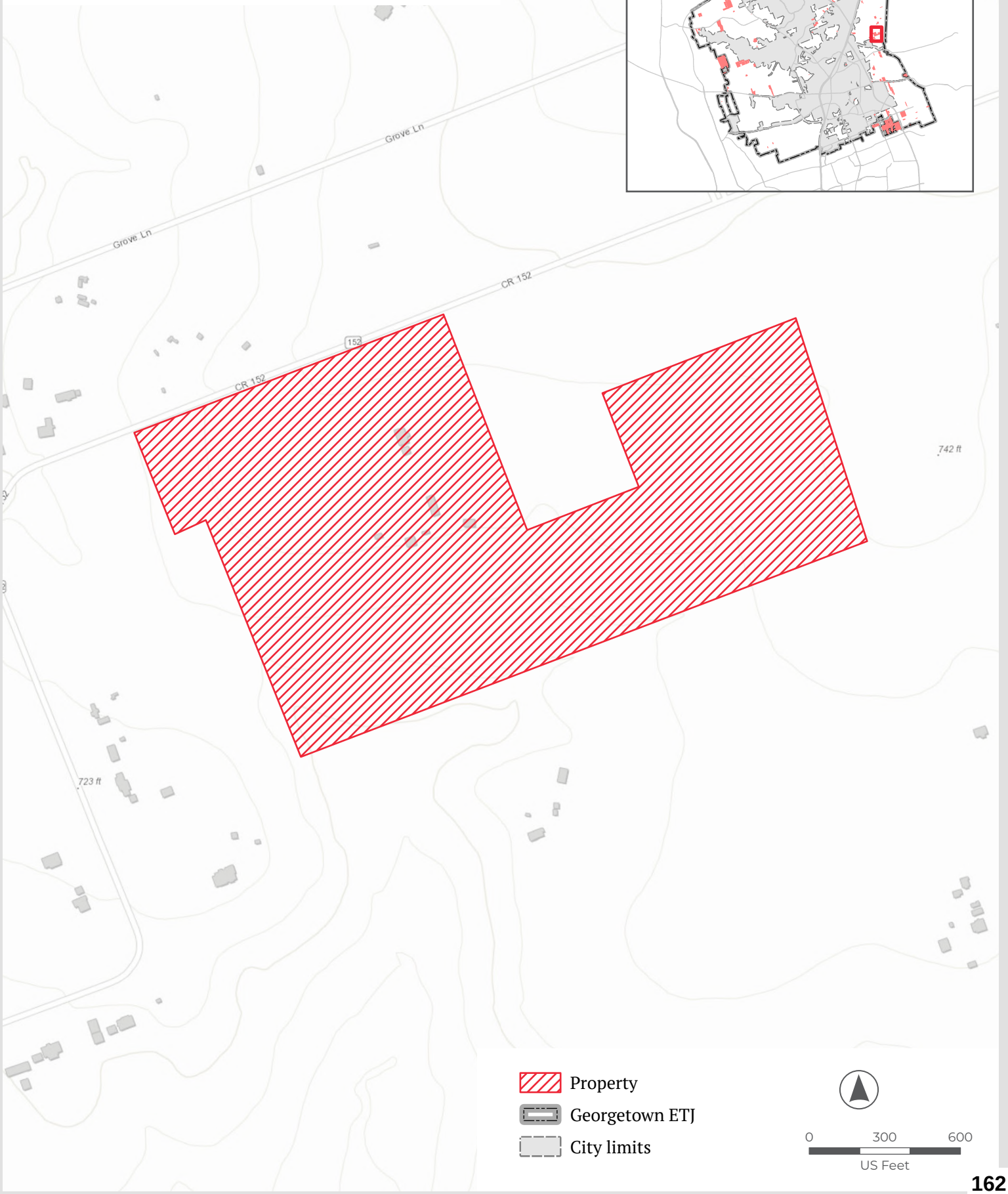
Unofficial Document


Grove Ln
CR 152
CR 152
723 ft
Parcels: R039723 and R039781
Parcel Identification Number
R039723 and R039781
Owner
GEORGETOWN HEAVENS LLC
Site Address
3150 CR 152, GEORGETOWN, TX 78626
Deed Acres
Abstract
AW0246 - Garcia, M.j. Sur.
Entities
CAD,GWI,RFM,SGT,F08
Book
Page
Instrument Number
2021058247
Zoom to

Petitioned for ETJ Removal

GEORGETOWN HEAVENS LLC





City of Georgetown, Texas
City Council
February 24, 2026

SUBJECT:
Resolution - Notice of Intent to Issue Certificates of Obligation

SUGGESTED ACTION:
Consideration and possible approval of a resolution authorizing the publication of notice of intention to issue City of Georgetown, Texas combination tax and revenue certificates of obligation; authorizing the preparation of offering documents by Specialized Public Finance Inc and other matters related thereto -- Nathan Parras, Assistant Chief Financial Officer

ITEM SUMMARY:
This resolution authorizes the City to proceed with the 2026 Certificate of Obligation bond issue. The final amount of the bonds, excluding estimated issuance costs, consists of:

CERTIFICATES OF OBLIGATION = $38,285,000.00:

$36,355,000.00 ***Tax-supported*** Certificates of Obligation for the Public Safety Vehicles, Radios, & Equipment, Fire Station 8, Parks and Recreation and Library Renovation Design, Parks Equipment and Infrastructure, & various road and intersection infrastructure projects.

$1,860,000.00 ***Self-supporting*** Certificates of Obligation for the Airport Equipment & Infrastructure & Stormwater Infrastructure.

State law requires special notice be made when issuing certificates of obligation. Therefore, this resolution also authorizes publication of these notices for an amount not to exceed $38,215,000.00. This publication will be made in the Williamson County Sun for two consecutive weeks, with the first publication at least 46 days prior to the date the Council adopts the ordinance authorizing the issuance of the certificates. The notice will also be continuously published on the City's website for at least 45 days before the date the Council adopts the ordinance authorizing the issuance of the certificates.

General Obligation bonds do not require a special notice, as they are authorized through voter approval, so this resolution only addresses the Certificates of Obligation.

The actual amount of the certificates issued can be ***less*** than the Notice of Intent but can't be greater than the amount included in the resolution without republishing and starting the process again.

This item will also authorize the City's bond counsel, McCall Parkhurst and Horton, and financial advisor, Specialized Public Finance Inc. to proceed with the preparation of the required offering documents.

FINANCIAL IMPACT:

There is no anticipated change to the Interest & Sinking portion of the tax rate due to this certificate issue. The actual impact will be finalized in July 2026, once the Assessed Property Valuation is certified and the 2027 Tax Rate is set.

The certificate ordinance and related sale are planned for the April 28, 2026 Council agenda, after actual interest rates are determined. State law requires only one reading for bond ordinances, due to interest rates not being known until the date of sale. The City will receive the bond proceeds May 21, 2026.

SUBMITTED BY:
Aaron St Pierre, Finance/Purchasing

ATTACHMENTS:
Resolution-Notice of Intent to Issue Certificates of Obligation.pdf
CO Notice of Intent Project List.pdf
2026 GO & CO Timetable.pdf

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE PUBLICATION OF NOTICE OF INTENTION TO ISSUE COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION; AUTHORIZING THE PREPARATION OF OFFERING DOCUMENTS BY SPECIALIZED PUBLIC FINANCE INC. AND OTHER MATTERS RELATED THERETO

WHEREAS, the City Council (the "Council") of the City of Georgetown, Texas (the "City") has determined that it is in the best interest of the City to proceed with the issuance of certificates of obligation ("Certificates") to implement certain projects of the City's capital improvement programs; and

WHEREAS, the City Council of the City finds that the payment in whole or in part of contractual obligations incurred or to be incurred for the purposes set forth in Exhibit "A" attached hereto (the "Contractual Obligations") would be beneficial to the inhabitants of the City and are needed to perform essential City functions; and

WHEREAS, the Council has deemed it advisable to give notice of intention to issue the Certificates in a maximum principal amount not to exceed $38,215,000 pursuant to the provisions of the Certificate of Obligation Act of 1971, Section 271.041 et seq., Local Government Code (the "Act") for the purpose of financing the Contractual Obligations; and

WHEREAS, prior to the issuance of the Certificates, the City is required under the Act to publish notice of its intention to issue the Certificates in a newspaper of general circulation in the City and continuously on the City's website, the notice stating: (i) the time and place tentatively set for the passage of the ordinance authorizing the issuance of the Certificates, (ii) the purpose of the Certificates, (iii) the manner in which the Certificates will be paid, (iv) the then-current principal of all outstanding debt obligations of the City; (v) the then-current combined principal and interest required to pay all outstanding debt obligations of the City on time and in full; (vi) the maximum principal amount of the Certificates; (vii) the estimated combined principal and interest required to pay the Certificates on time and in full; (viii) the estimated interest rate for the Certificates or that the maximum interest rate for the Certificates may not exceed the maximum legal interest rate; and (ix) the maximum maturity date of the Certificates; and

WHEREAS, the meeting at which this Resolution is adopted was open to the public and public notice of the time, place and purpose of the meeting was given, all as required by Chapter 551, Texas Government Code, as amended.

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

1. Attached hereto as Exhibit "A" is a form of the Notice of Intention to issue the Certificates, the form and substance of which is hereby adopted and approved.

2. The City Council hereby finds that the issuance of the Certificates complies with the Vision Statement of the City of Georgetown.

3. Bond Counsel to the City shall cause the notice to be published in substantially the form attached hereto, in a newspaper (as defined by Subchapter C, Chapter 2051, Government Code) that is of general circulation in the City, for two consecutive weeks, the date of the first publication to be at least 46 days before the date tentatively set for passage of the ordinance authorizing the issuance of the Certificates.

4. The City Secretary shall cause the notice to be continuously published in substantially the form attached hereto on the City's website for at least 45 days before the date tentatively set for the passage of the ordinance authorizing the issuance of the Certificates.

5. The Assistant City Manager, the City's Chief Financial Officer and the City's Treasurer along with the City's financial advisor, Specialized Public Finance Inc., and bond counsel are authorized to proceed with preparing the necessary bond and offering documents to effectuate the sale of the Certificates and any other public securities of the City anticipated to be sold at or near the time of the Certificates, including making application to appropriate rating agencies and bond insurers, if applicable.

6. 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 each series of the Certificates being issued or (ii) $9,500 for each series, 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 Certificates.

7. This Resolution shall become effective immediately upon adoption. The Mayor and City Secretary are hereby authorized and directed to execute the certificate to which this Resolution is attached on behalf of the City, and the Mayor, City Secretary and City Manager are further authorized to do any and all things proper and necessary to carry out the intent of this Resolution.

RESOLVED this 24th day of February, 2026.

ATTEST:

CITY OF GEORGETOWN, TEXAS

_____
Robyn Densmore, City Secretary

_____
Josh Schroeder, Mayor

APPROVED AS TO FORM:

_____
Skye Masson, City Attorney

EXHIBIT A

NOTICE OF INTENTION REGARDING CITY OF GEORGETOWN, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION

NOTICE IS HEREBY GIVEN that it is the intention of the City Council of the City of Georgetown, Texas, to issue one or more series of interest bearing certificates of obligation of the City entitled "City of Georgetown, Texas Combination Tax and Revenue Certificates of Obligation" (the "Certificates") for the purpose of paying contractual obligations incurred or to be incurred by the City for: (1) constructing, improving, renovating, expanding and equipping Fire Station No. 8; (2) renovating, improving and equipping the City's existing Library facility; (3) acquiring and upgrading fire and police vehicles and related equipment; (4) constructing, improving, renovating, expanding and/or equipping City parks and park facilities and related costs and acquisition of any necessary right of way or land therefor, including for Chautauqua Park, Blue Hole Park, park safety improvements, building renovations and replacing parks equipment; (5) acquiring and upgrading City public safety equipment comprised of radios and charging towers; (6) constructing, improving, extending, expanding, upgrading and developing City streets, bridges, sidewalks, bike lanes, intersections and related traffic improvements including purchasing any necessary right-of-way and equipment, including for Leander Road; (7) constructing, improving, expanding and renovating the City's municipal airport, including construction and improvements around Cutter North area and air traffic control tower equipment including security equipment; (8) constructing, improving, extending, expanding and upgrading drainage and flood mitigation improvements, including curb and gutter improvements and stormwater capital improvements; and (9) paying related professional services including for construction managers, engineers, architects, attorneys, auditors, financial advisors, fiscal agents, design costs and costs related to issuing the Certificates.

The City Council tentatively proposes to consider for first and final reading at a meeting to commence at 6:00 p.m., on April 28, 2026 at Council Chambers, 510 W. 9th Street, Georgetown, Texas 78626, the passage of an ordinance authorizing the Certificates. The maximum amount of the Certificates that may be authorized for such purpose is $38,215,000. The City Council presently proposes to provide for the payment of the Certificates from the levy and collection of ad valorem taxes in the City as provided by law and from the surplus revenues of the City's utility system in an amount not to exceed $10,000, being the combined waterworks, sewer and electric system, remaining after payment of all operation and maintenance expenses thereof, and all debt service, reserve and other requirements in connection with all of the City's revenue bonds or other obligations (now or hereafter outstanding) which are payable from all or any part of the net revenues of the City's utility system.

The following information is required pursuant to Texas Local Government Code, Section 271.049: As of February 24, 2026, the aggregate principal amount of all outstanding debt obligations of the City secured by and payable from ad valorem taxes is $506,995,000. As of February 24, 2026, the combined principal and interest required to pay all outstanding debt

obligations of the City secured by and payable from ad valorem taxes on time and in full is $676,276,996.98. Such amounts also include debt service on debt the City currently intends to pay from sources other than ad valorem taxes but that could be paid from ad valorem taxes if such other sources are not available at the time required for payment. The estimated combined principal and interest required to pay the Certificates on time and in full is $58,641,597.67. The estimated interest rate for the Certificates is 5.0%. Such estimates take into account a number of factors, including the issuance schedule, maturity schedule and the expected ratings of the proposed Certificates. Such estimated interest rate is provided as a matter of information but is not a limitation on the interest rate at which the Certificates may be sold. The maximum maturity date of the Certificates is August 15, 2046.

CITY OF GEORGETOWN, TEXAS

Fiscal Year 2026 CIP	FY2026
Certificate of Obligation (CO)	
120	
Facilities	
Fire Station 8	11,083,000.00
Parks and Recreation Shop Building Renovation	12,000.00
Library Facility Expansion/Renovation Design	200,000.00
Facilities Total	11,295,000.00
Fleet	
Public Safety Vehicles - Fire	3,857,000.00
Public Safety Vehicles - Police	2,800,000.00
Fleet Total	6,657,000.00
Parks	
Blue Hole Park Improvements	2,000,000.00
Chautauqua Park Renovations	525,000.00
Park Capital Equipment Replacement	893,000.00
Park Improvements - MP Medium Priority	100,000.00
Parks Total	3,518,000.00
Public Safety	
Public Safety Radio Replacement & Tower Repair	1,926,000.00
Public Safety Total	1,926,000.00
Streets	
Leander Rd	11,959,000.00
Annual Intersection Improvements	1,000,000.00
Streets Total	12,959,000.00
120 Total	**36,355,000.00**
602	
Airport	
Cutter North Area Airport Improvements	560,000.00
Air Traffic Control Tower Equipment & Security Equipment	50,000.00
Airport Total	610,000.00
602 Total	**610,000.00**
642	
Stormwater	
1401 Pine Street	250,000.00
907 N. Myrtle	530,000.00
Pine St & Hogg St.	200,000.00
Randolph Rd Drainage Improvements	270,000.00
Stormwater Total	1,250,000.00
642 Total	**1,250,000.00**
Certificate of Obligation (CO) Total	**38,215,000.00**
Grand Total	**38,215,000.00**

SPECIALIZED PUBLIC FINANCE INC.
FINANCIAL ADVISORY SERVICES

S	M	T	W	T	F	S
February						
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

S	M	T	W	T	F	S
March						
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

S	M	T	W	T	F	S
April						
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

S	M	T	W	T	F	S
May						
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

City of Georgetown, Texas
Timetable for Issuance of
General Obligation Bonds and Certificates of Obligation, Series 2026

Tuesday, February 24, 2026*	• City Council authorizes 2026 financing schedule.
	• The City Council considers a resolution directing publication of the notice of intent to issue debt for the Certificates of Obligation.
	• FY 2025 Audit approved by City Council.
Tuesday, March 4, 2026	• Preliminary Official Statement (POS) is electronically distributed by FA for comments.
	• Bond rating application made.
Tuesday, March 17, 2026	• POS comments returned to FA.
Week of March 22, 2026	• GO/CO rating meeting with Standard & Poor's.
Thursday, April 16, 2026	• Bond ratings assigned.
Friday, April 17, 2026	• POS electronically posted using *I-Deal*.
Tuesday, April 28, 2026*	• Sale. Series 2026 issues are priced and awarded by City Council.
Thursday, May 21, 2026	• Closing. Series 2026 issues are delivered and proceeds distributed in accordance with Closing Instructions.

* Requires Official Council Meeting.

City of Georgetown, Texas
City Council
February 24, 2026

SUBJECT:
Airport Facility Lease with Bruce Wilkie

SUGGESTED ACTION:
Consideration and possible action to approve an airport facility lease between Bruce Wilkie and the City of Georgetown -- Matthew Sommerfeld, Airport Manager and Eric Johnson, Public Works Director

ITEM SUMMARY:
A facility lease of approximately 7,012.5 square feet at a lease rate of $2.11, approximately $1233.75 monthly. The initial lease term of the facility lease is five years, commencing on March 1st, 2026, and will expire on February 28th, 2031. The lease includes one additional five-year option period, subject to City approval.

FINANCIAL IMPACT:
The facility lease rate for the airport is approximately $14,805.00 with annual CPI adjustments.

SUBMITTED BY:
Anne Pogson, Public Works

ATTACHMENTS:
100 E Service Dr Exhibits A & B, Survey & Field Notes.pdf
Bruce_Wilkie_Facility_Lease_V.2.pdf

100E SERVICE DR. Exhibit A
BRUCE WILKIE
L22

0.161 Acres
Georgetown Airport
Tract 3

F.N. 5006 (JMC)
October 20, 1994
SRI Job No. 2429-01

A DESCRIPTION OF A 0.161 ACRE TRACT OF LAND OUT OF THE DAVID WRIGHT SURVEY, ABSTRACT NO. 13 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 598.69 ACRE TRACT OF LAND DESCRIBED IN A DEED TO THE CITY OF GEORGETOWN, TEXAS, RECORDED IN VOLUME 312, PAGE 121 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.161 ACRE AS SHOWN ON THE ACCOMPANYING SKETCH AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an 1/2-inch iron rod set for the most easterly corner of this tract, from which an iron rod found in the west right-of-way line of County Road 190 (Airport Road), being also the southeast corner of that certain 8.10 acre tract of land described in a deed to the City of Georgetown, Texas, recorded in Volume 312, Page 204 of the Deed Records of Williamson County, Texas, and being the northeast corner of that certain 3.06 acre tract of land described in a deed to David L. Rogers, recorded in Volume 700, Page 862 of the Deed Records of Williamson County, Texas, bears S 35° 50′ 24" E, a distance of 1928.11 feet;

THENCE, crossing said 598.69 acres with the southeast line of this tract, S 72° 22′ 39" W, a distance of 82.50 feet to an 1/2-inch iron rod set for the most southerly corner of this tract;

THENCE, continuing across said 598.69 acres with the southwest line of this tract, N 17° 36′ 28" W, a distance of 85.00 feet to an 1/2-inch iron rod set for the most westerly corner of this tract;

THENCE, continuing across said 598.69 acres with the northwest line of this tract, N 72° 22′ 39" E, a distance of 82.50 feet to an 1/2-inch iron rod set for the most northerly corner of this tract;

THENCE, continuing across said 598.69 acres with the northeast line of this tract, S 17° 36′ 28" E, a distance of 85.00 feet to the POINT OF BEGINNING and containing 0.161 acre of land.

THE STATE OF TEXAS ⌶
⌶ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS ⌶

That I, R. David Strutton, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground during October, 1994 under my direction and supervision.

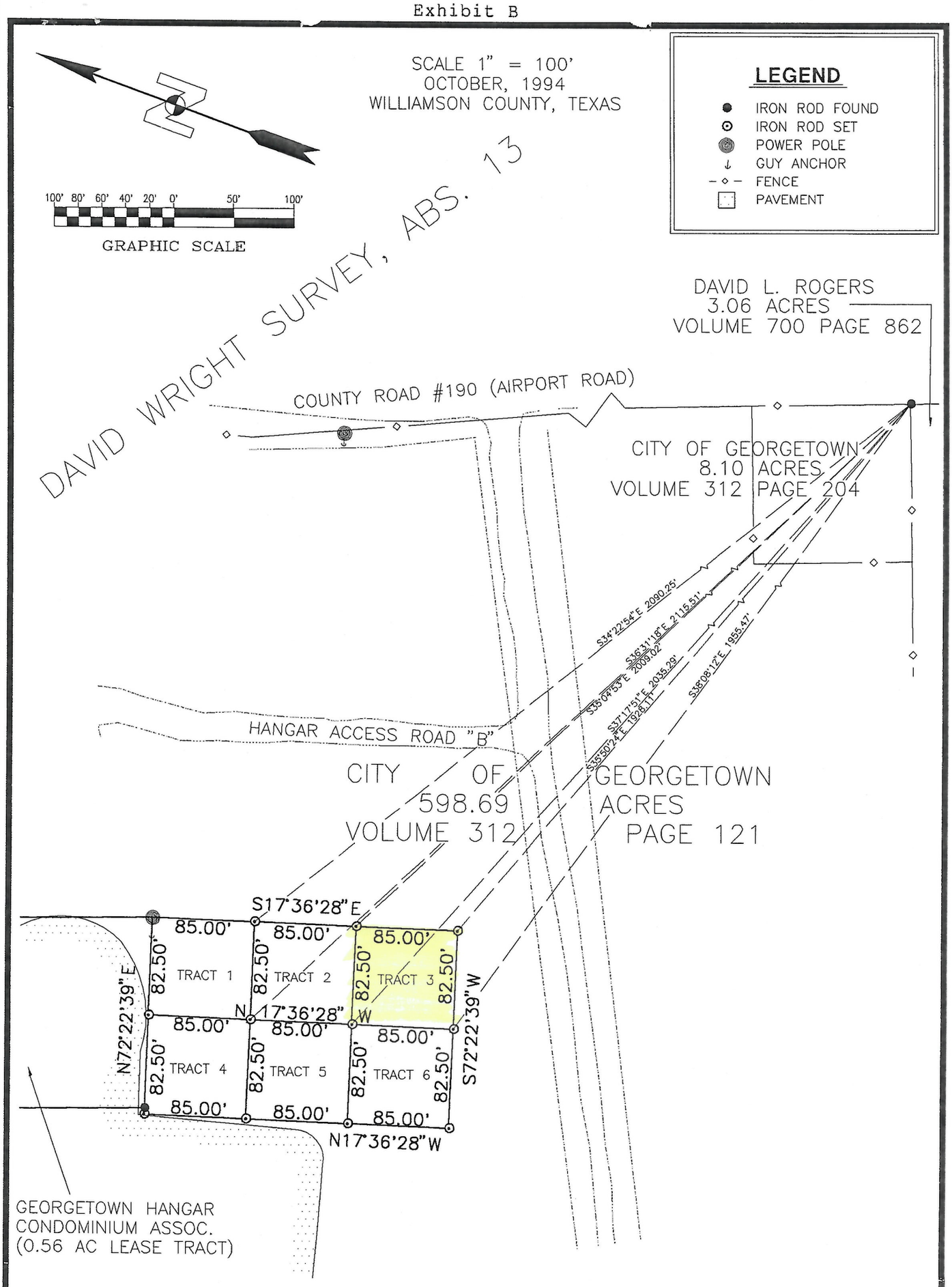
WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 25th day of October, 1994 A.D.

STATE OF TEXAS REGISTERED R. DAVID STRUTTON 4312 PROFESSIONAL LAND SURVEYOR

SURVEY RESOURCES, INC.
P.O. Box 162690
Austin, Texas 78716-2690

R. David Strutton
R. David Strutton
Registered Professional Land Surveyor
No. 4312 - State of Texas

Exhibit B



SRI

206 WILD BASIN ROAD
SUITE #200
P. O. BOX 162690
AUSTIN, TEXAS
78716-2690
(512) 328-8221

SURVEY RESOURCES INC.

SKETCH TO ACCOMPANY FN 5004-FN 5009

CAD FILE 242901-2.DWG

FACILITY LEASE AGREEMENT

CITY OF GEORGETOWN, TEXAS

Facility Lessor

AND

Bruce Wilkie
100 E Service Drive
Georgetown Texas 78628
Lessee

LEASE AGREEMENT

THIS FACILITY LEASE ("Agreement") is effective this ___ day of ___ 20__ between the City of Georgetown, Texas, home-rule city ("City" or "Lessor") and Bruce Wilkie. ("Lessee")

Preliminary Statements

A. The City owns and operates an airport known as the Georgetown Executive Airport at Johnny Gantt Field (KGTU) located in Williamson County, Texas (the "Airport");

B. The City and Lessee desire to enter into this Agreement for the use and occupancy of certain areas at the Airport

C. The City desires to accommodate, promote and enhance general aviation at the Airport. Lessee desires assurance of the Airport's continued availability as a base for aircraft; and

D. In consideration of the premises and of the rents, covenants and conditions herein contained, the City does hereby lease to Lessee the area(s) of the Airport described in Article 2 hereof (the "Leased Premises"), as follows:

ARTICLE 1: TERM AND OPTION

1.1 The initial term of this Agreement shall commence on March 1st, 2026, and expire at – 11:59 p.m. on February 28th, 2031 (the "Initial Term"), unless sooner terminated in accordance with this Agreement.

1.2 Subject to the conditions herein, Lessee shall have the option to extend the term of this Agreement for five years, hereinafter the "Extended Term(s)," provided that: (1) at the time of such exercise and on the day preceding commencement of any Extended Term, Lessee is not in default in the payment of any rent or in default in any other provisions of this Agreement. Lessee may exercise such option by giving written notice of such extension to the City not more than 18 months, nor less than nine months, prior to the expiration of the Initial Term or the then-current Extended Term. The exercise of any term option shall be contingent upon the completion of a condition inspection and approval in accordance with Section 5.27. The terms of this Agreement shall remain applicable during any Extended Term, and rent shall escalate throughout the Initial Term and any Extended Term as provided in Article 4.

ARTICLE 2: DESCRIPTION OF LEASED PREMISES

The Leased Premises consist of the parcel of land described in Exhibit "A," having a stipulated area of approximately 7,012.50 square feet. The Lessee acknowledges that: (1) the Lessor makes no representations or warranty regarding the suitability of the Leased Premises for the Lessee's intended purposes or the presence or absence of environmental, geologic, or other site conditions that may affect the Lessee's use of the Leased Premises; (2) Lessee accepts full responsibility for determining the suitability of the Leased Premises for its intended purposes; (3)

Lessee has inspected and performed all tests and investigations of the Leased Premises for its intended purposes; and (4) Lessee is accepting the Leased Premises "as is," in their present condition. Lessee expressly disclaims reliance upon any statement, oral or written, made by any agent of the City concerning the condition, suitability, or business prospects of the Leased Premises.

ARTICLE 3: USE OF LEASED PREMISES

3.1 Lessee shall use and occupy the Leased Premises for the following purposes and for no other purpose whatsoever unless approved in writing by City:

3.1.1 For the operation of the existing structures (the "Hangar") to be used for the parking, storage, servicing, and repair of aircraft, the storage and sale of aircraft parts, and parking for employee and customer automobiles. All uses for which an FBO or SASO license are required, require approval of the Airport Manager and such other approvals as are set forth in the Airport Rules and Minimum Standards. No sublease or assignment shall be valid unless approved in writing by the City and conforms to all applicable laws and the Airport Rules and Minimum Standards then in effect (the "Rules" and "Minimum Standards"). Any commercial use must also be consistent with the City of Georgetown, Texas, building, use and zoning regulations and requirements applicable to the Leased Premises. Lessee warrants that all aircraft based at the Leased Premises shall comply with noise standards established under Part 36 of Title 14 of the Code of Federal Regulations, ("FAR 36") as amended from time to time. The Leased Premises shall not be used for residential purposes. Lessee shall comply with all Grant Assurances in favor of the State of Texas or the United States. All of Lessee's rights shall be subordinate to such Grant Assurances and other obligations to the United States or State of Texas.

3.1.2 The City makes no representations, guarantees, or warranties that the Leased Premises may be lawfully used for the purposes set forth in this Article 3.1. Lessee shall have the sole responsibility of obtaining all applicable permits or other governmental approvals necessary to use the Leased Premises. This Agreement is expressly conditioned upon Lessee obtaining all such permits and approvals, and the failure of Lessee to obtain any such permits or approvals within six months following the commencement date set forth in Article 1.1 shall constitute an event of default. The failure of Lessee to maintain any such permits or approvals during the term of this Agreement shall result in termination of this Agreement pursuant to Article 18.

3.1.3 During the term of this Agreement, Lessee must use the facility for Aeronautical Activities only, unless the prior written permission of the City is first obtained. The term "Aeronautical Activities" shall mean any activity or service that involves, makes possible, facilitates, is related to, assists in, or is required for the operation of aircraft, or which contributes to or is required for the safety of aircraft operations.

3.1.4 City reserves unto itself, its patrons, visitors, and other lessees and their patrons, visitors, and employees, the right of flight for the passage of aircraft above the surface of the Leased Premises, together with the right to cause in such air space such noise, dust, interference as may be inherent in the operation of aircraft now known or hereafter in use, including the right of using said air space for landing at, taking off from, or operating at or near the Airport.

3.1.5 This Agreement is subject to the right of the United States of America to have exclusive or non-exclusive use, control and possession, without charge, of the Airport or any portion thereof during periods of national emergency.

ARTICLE 4: RENT

4.1 Lessee agrees to pay the City during the Initial Term hereof an annual base rent of $14,805 or $1,233.75 per month.

4.2 On March 1st, 2027, of the lease term, and on each anniversary date thereafter, the annual rent shall be adjusted by multiplying the annual rent payable in the next preceding year by a fraction, the numerator of which shall be the C.P.I., as hereinafter defined, published for the previous month and the denominator of which shall be the C.P.I. published for the month which preceded by 12 months the month used as the numerator. In no event shall the annual rent be reduced from that payable in a previous year. If Lessee has been granted and elects to exercise an option period, the rental rate of the option period will be at prevailing market rates set by the airport. Within 60 days following notice of intent to exercise an option for an Extended Term, the City shall give notice of the prevailing market rate. If Lessee disputes such rate, it may: (1) withdraw its notice of term extension within 10 days following receipt of the prevailing market rate from the City; or (2) advise the City that Lessee will renew at a market rate to be determined by an American Society of Appraisers ("ASA") certified appraiser. Such ASA appraiser shall be agreed upon by the parties within 10 days, or in the absence of agreement shall be appointed by the ASA. The decision of the appraiser shall be conclusive. All costs of appraisal shall be paid by Tenant.

4.2.1 The term "C.P.I." as used herein shall mean the Consumer Price Index for all urban consumers, all items, selected large city for the Dallas-Arlington-Ft Worth Area as published by the Bureau of Labor Statistics of the United States Department of Labor, 1982-84 base = 100. In the event the base year is changed, the CPI shall be converted to the equivalent of the base year 1982-84=100. In the event the Bureau of Labor Statistics ceases to use C.P.I., or this index, an equivalent or comparable economic index will be used.

4.3 The rent payable hereunder may be paid in advance in annual installments or shall be paid in equal monthly installments on the first day of each month in advance at such office as may be directed in writing by the City. Payments due to the City under this Agreement shall be paid without offset of any kind, and Lessee waives all common law and statutory rights of offset. In addition to any other remedies provided in this Agreement, if any rental, fee, charge, or other item of Additional Rent set forth in this Agreement is not paid to the City within 15 days of the date due, Lessee agrees to pay a late charge of 10% for each such late payment, and default interest shall accrue on such payment from 30 days after the date the payment was due, at a rate of 12% per annum.

4.4 Lessee shall keep the Leased Premises, and all structures constructed by Lessee on the Leased Premises or located on the Leased Premises (collectively, the "Improvements"), free and clear of any liens and encumbrances, and shall indemnify, hold harmless and defend the City from any liens and encumbrances arising out of any work performed or materials furnished by or

at the direction of Lessee. If any lien is filed, Lessee shall do all acts necessary to discharge such lien within ten days of filing, or if Lessee desires to contest any lien, then Lessee shall deposit with the City such security as the City shall reasonably demand to insure the payment of the lien claim. If Lessee shall fail to pay any lien claim when due or shall fail to deposit the security with the City, then the City shall have the right to expend all sums necessary to discharge the lien claim, and Lessee shall pay the City, as additional rental when the next rental payment is due, all sums expended by the City in discharging any lien, including reasonable attorneys' fees and costs, and interest at 12% on the sums expended by the City from the date of expenditure to the date of payment by Lessee.

4.5 Lessee agrees to comply with the Airport Rules and Minimum Standards adopted by the City for the Airport, as they now exist or as they may hereafter be adopted or amended. Fees due under such Minimum Standards or pursuant to any license issued for commercial activities conducted in whole or part on the Leased Premises, may be collected by the City as additional rent under this Agreement, in addition to any other remedies available to the City.

4.6 Holdover rent shall be due at the rate of 200% of ordinary rent.

ARTICLE 5: ACCEPTANCE, CARE, MAINTENANCE, IMPROVEMENTS AND REPAIR

5.1 Lessee acknowledges that it has inspected every aspect of the Leased Premises, conducted such studies and tests thereof (including environmental tests) as it deems necessary, and accepts possession of the Leased Premises "as is" in its present condition, and, subject to all limitations imposed upon the use thereof by the rules and regulations of the Federal Aviation Administration, the rules and regulations of the Airport, and by ordinances of the City, and admits its suitability and sufficiency. Except as may otherwise be provided in Section 5.3, the City shall not be required to maintain nor to make any improvements, repairs or restoration upon or to the Leased Premises or to any of the improvements presently located thereon or placed thereon by Lessee. The Lessee stipulates that it shall be solely responsible for all regular, irregular, ordinary, and capital maintenance and repair of the Leased Premises at its sole cost.

5.2 Lessee shall, throughout the term of this Agreement, conduct all repair and maintenance whatsoever on the Leased Premises and all improvements thereon, and shall perform in a good workmanlike manner all necessary repairs, maintenance, whether ordinary or extraordinary, structural or otherwise. Additionally, Lessee, without limiting the generality hereof, shall:

5.2.1 Keep at all times, in a clean and orderly condition and appearance, the Leased Premises, all improvements thereon and all of Lessee's fixtures, equipment and personal property which are located on any part of the Leased Premises. Lessee shall not park or leave, or allow to be parked, aircraft on the taxiways, ramps or pavement adjacent to any Hangar in a manner which unduly interferes with or obstructs access to other hangars or movement on adjacent taxiways.

5.2.2 Provide and maintain on the Leased Premises all obstruction lights and similar devices, and safety equipment required by law.

5.2.3 Take measures to prevent erosion, including without limitation the planting and replanting of grasses with respect to all portions of the Leased Premises not paved or built upon. Lessee shall maintain and replant any landscaped areas.

5.2.4 Be responsible for the maintenance and repair of all utility services lines placed on the Leased Premises and used by Lessee exclusively, including without limitation water lines, gas lines, electrical power and telephone conduits and lines, sanitary sewers and storm sewers.

5.2.5 If Lessee discovers any hazardous material on the Leased Premises, it will promptly notify the City in writing.

5.2.6 The City shall have the right to conduct periodic detailed inspections of the Leased Premises not more often than twice per year. If any maintenance deficiencies are discovered for which Lessee is responsible under this Agreement, the City may require Lessee to correct such deficiencies, whether ordinary or capital in nature.

5.27 Commencing on the fourth anniversary and each subsequent fourth year (2030 and 2034), the tenant shall provide the City with an inspection report of the leasehold property prepared by a mutually acceptable licensed engineer or architect licensed to do business in the state of Texas, attesting to the condition of the property and addressing all repairs, replacements needed to maintain the required state of condition of the property. If the parties cannot agree upon an engineer or architect, one shall be selected by the City.

ARTICLE 6: ADDITIONAL OBLIGATIONS OF LESSEE

6.1 Lessee shall conduct its operations in an orderly and proper manner, considering the nature of such operations, so as not to unreasonably annoy, disturb, endanger or offend others.

6.2 Further, Lessee shall take all reasonable measures:

6.2.1 To reduce to a practicable minimum vibrations tending to damage any equipment, structure, buildings or portions of buildings.

6.2.2 Not to produce or allow to be produced on the Airport, through the operation of machinery or equipment, any electrical, electronic or other disturbances that interfere with the operation by the City or the Federal Aviation Administration of air navigational, communication or flight equipment on the Airport or on aircraft using the Airport, or with ground transportation communications.

6.3 Lessee and its agents shall comply with all federal, state and municipal laws, ordinances, rules, regulations and requirements, the Airport's Minimum Standards, Airport security rules and regulations, and other Airport Rules and regulations, as they now exist or may hereafter be amended or promulgated.

6.4 Lessee shall commit no nuisance, waste or injury on the Leased Premises, and shall not do, or permit to be done, anything that may result in the creation, commission or maintenance of such nuisance, waste or injury on the Leased Premises.

6.5 Lessee shall neither do nor permit anything which may interfere with the effectiveness or accessibility of the drainage system, sewerage system, fire protection system, sprinkler system, alarm system and fire hydrants and hoses, if any, installed or located on the Leased Premises.

6.6 Lessee shall neither do nor permit any act or thing which will invalidate or conflict with any fire insurance policies or regulations applicable to the Leased Premises or other contiguous premises at the Airport.

6.7 Lessee shall not install, maintain, operate or permit the installation, maintenance or operation of any restaurant, kitchen, stand or other establishment of any type for the sale of food unless required permits for that activity are first obtained from the City.

6.8 Lessee will conduct its operations in such a manner as to keep the noise produced by aircraft engines and component parts thereof, and any other noise, to a minimum, by such methods as are practicable, considering the extent and type of the operations of Lessee and the limitations of federal law. In addition, Lessee will employ the maximum amount of noise arresting and noise reducing devices that are available and economically practicable, considering the extent of their operations, but in no event less than those devices required by federal, state or local law. In its use of the Leased Premises, Lessee shall take all possible care, exercise caution, and use commercially reasonable efforts to minimize prop or jet blast interference and prevent jet blast damage to aircraft operating on taxiways and to buildings, structures and roadways, now located on or which in the future may be located on areas adjacent to the Leased Premises. If the City determines that Lessee has not curbed the prop or jet blast interference or damage, Lessee covenants to erect and maintain at its own expense such structure or structures as may be necessary to prevent prop or jet blast interference, subject, however, to the prior written approval of the City as to type, manner and method of construction.

6.9 Lessee shall not store nor permit the storage of disabled aircraft, vehicles, or any equipment or materials outside of the Leased Premises, without the written approval of the City. No aircraft that is unairworthy may remain outside of a hangar for more than 20 days. Concerning any aircraft that has remained outside the hangars on the Leased Premises for more than 20 days, upon request Lessee shall provide written certification from an FAA licensee holding Inspection Authorization stating such aircraft is airworthy. If Lessee fails to comply with this requirement after a written request by Lessee to comply, Lessor may (but is not required to) cause the removal of any such aircraft at Lessee's expense by any means that Lessor determines, in its sole discretion, to be in Lessor's best interests. The costs of such removal shall constitute additional rent.

6.10 On forms and at the frequency prescribed by the Airport Manager, and with respect to each aircraft stored on the Leased Premises, Lessee shall provide the City with the (a) make and model, (b) N-number, and (c) identity and address of the registered owner. This requirement shall

apply to aircraft whether owned by Lessee or another party, and regardless of whether its storage is subject to the Minimum Standards or Rules.

6.11 Lessee shall obtain and maintain in current status all permits and licenses required under any law or regulation. If Lessee receives notice from any governmental entity that Lessee lacks, or is in violation of, any such permit or license, Lessee shall provide City with timely written notice of the same.

6.12 Lessee shall pay (before their respective due dates) all taxes, fees, assessments, and levies that relate to Lessee's use, occupancy, or operations at the Leased Premises or the Airport, and all other obligations for which a lien may be created thereto (including, but not limited to, utility charges and work for any improvements for which the City is not obligated to pay).

6.13 In addition to Lessee's indemnification obligations set forth in this Agreement, Lessee, at Lessee's sole cost, shall repair or replace (to Lessor's reasonable satisfaction) any damaged property that belongs to Lessor or Lessor's other lessees to the extent that such damage arises from or relates to an act or omission of Lessee or Lessee's Associates. Lessee shall promptly notify Lessor of any such property damage. If Lessee discovers any other potential claims or losses that may affect Lessor, Lessee shall promptly notify Lessor of the same.

6.14 Lessee shall comply with all security measures that Lessor, the United States Transportation Security Administration, or any other governmental entity having jurisdiction may require in connection with the Airport, including any access credential requirements, any decision to remove Lessee's access credentials, and any civil penalty obligations and other costs arising from a breach of security requirements caused or permitted by Lessee or Lessee's Associates. Lessee agrees that Airport access credentials, if adopted in the future, shall be the property of Lessor and may be suspended or revoked by Lessor in its sole discretion at any time. Lessee shall pay all fees associated with such credentials, and Lessee shall immediately report to the Airport Manager any lost credentials or credentials that Lessee removes from any employee or any of Lessee's Associates. Lessee shall protect and preserve security at the Airport.

6.15 When consistent with Laws and Regulations, Lessee shall promptly remove or cause to be removed from any portion of the Airport not leased by Lessee the Aircraft or any other aircraft that Lessee owns or controls if it becomes unairworthy. Lessee may store such aircraft within Lessee's enclosed improvements.

ARTICLE 7: INGRESS AND EGRESS

7.1 Lessee shall have the right of ingress and egress between the Leased Premises and the public landing areas at the Airport by means of connecting taxiways; and between the Leased Premises and the entrance(s) to the Airport by means of connecting paved roads. Lessee shall have the right to use the public runways and public aviation aids at all times during which they are open to the public. Such rights of ingress, egress and use shall be in common with others having rights of use and passage thereon.

7.2 The use of any roadways or taxiways shall be subject to the Rules and Minimum Standards of the Airport, which are now in effect or which may hereafter be promulgated, and subject to temporary closure; provided, however, that any closure shall be only for reasonably necessary or unique circumstances, and provided that three days prior written notice will be given to Lessee relevant to any closure, unless such closure is necessary due to emergency. Lessee, for itself and its authorized subtenants, hereby releases and discharges the City, their officers, employees and agents, and all their respective successors and assigns, of and from any and all claims, demands, or causes of action which Lessee or its authorized subtenants may now or at any time hereafter have against any of the foregoing, arising or alleged to arise out of the closing of any street, roadway or other area, provided that other reasonable means of access to the Leased Premises remain available to Lessee without cost to Lessee, unless otherwise mandated by emergency safety considerations or lawful exercise of the police power. Lessee shall not do or permit anything to be done which will interfere with the free access and passage of others to space adjacent to the Leased Premises or in any streets or roadways on the Airport.

ARTICLE 8: INSURANCE AND DAMAGE TO THE LEASED PREMISES

8.1 Lessee, at its sole cost and expense, shall procure and maintain throughout the term of this Agreement insurance protection for all risk coverage on the improvements which are part of the Leased Premises, to the extent of one hundred percent (100%) of the actual replacement cost thereof. Such insurance shall be written by insurers reasonably acceptable to the City. The insurance shall provide for 30 days' notice of cancellation or material change, by certified mail, return receipt requested, to the City, Attention: Airport Manager.

8.1.1 The above-stated property insurance shall be for the benefit and to safeguard the interests of the Lessee and City. Both the City and Lessee shall be named primary insureds.

8.1.2 If any losses are estimated to exceed one-third of the current value of the Facilities, the City shall solely adjust and settle such losses with the insurers. If the estimated loss does not exceed one-third of the current value of the Facilities, the loss shall be adjusted solely by the Lessee. Each party shall consult with the other obtain a settlement that covers the cost of repairing or rebuilding the improvements.

8.1.3 Lessee shall provide certificates of insurance, in a form acceptable to the City evidencing existence of all insurance required to be maintained prior to occupancy of the improvements. Upon the failure of Lessee to maintain such insurance as above provided, the City, at its option, may obtain such insurance (which may be single-interest) and charge the cost to Lessee as Additional Rent, which shall be payable on demand, or may give notice of default hereunder.

ARTICLE 9: LIABILITY INSURANCE AND INDEMNITIES

9.1 **The City shall not in any way be liable for any cost, liability, damage or injury, including cost of suit and expenses of legal services, claimed or recovered by any person or entity, or occurring on the Leased Premises, or the Airport, or as a result of any operations, works, acts or omissions performed on the Leased Premises, or the Airport, by**

Lessee, its agents, servants, employees or authorized tenants, or their guests or invitees. Lessee shall not in any way be liable for any cost, liability, damage or injury, including cost of suit and expenses of legal services, claimed or recovered by any person or entity, or occurring on the Leased Premises, or the Airport, or as a result of any operations, works, acts, or commission performed on the Leased Premises, or the Airport, solely by the City, their agents, servants, employees or authorized tenants, or their guests or invitees. In this regard, LESSEE expressly releases the City and each of its agents from their own negligence, , or other liability.

9.2 **Lessee agrees to indemnify, save and hold harmless, the City, their officers, agents, servants and employees, of and from any and all costs, liability, damage and expense, including costs of suit and reasonable expenses of legal services, claimed or recovered, justly or unjustly, falsely, fraudulently or frivolously, by any person, firm or corporation by reason of injury to, or death of, any person or persons, including City personnel, and damage to, destruction or loss of use of any property, including City property, directly or indirectly arising from, or resulting from, any operations, works, acts or omissions of Lessee, its agents, servants, employees, contractors, or authorized tenants. Upon the filing with the City by anyone of a claim for damages arising out of incidents for which Lessee herein agrees to indemnify and hold the City harmless, the City shall notify Lessee of such claim and in the event that Lessee does not settle or compromise such claim, then Lessee shall undertake the legal defense of such claim on behalf of Lessee and the City. It is specifically agreed, however, that the City at its own cost and expense, may participate in the legal defense of any such claim. Any final judgment rendered against the City for any cause for which Lessee is liable hereunder shall be conclusive against Lessee as to liability and amount upon the expiration of the time for appeal**.

9.3 Lessee shall procure and keep in force during the term of this Agreement policies of Commercial General Liability insurance, including airport premises, commercial general, and automobile, insuring Lessee and the City, as an additional insured, against any liability for personal injury, bodily injury, death, or property damage. The limits of the liability shall not be less than the lower of: (1) the amount specified in Landlord's Airport Minimum Standards ("AMS") for the type of activity occurring on the Leased Premises; or (2) combined single limit of $2,000,000. No such policies shall be cancelable or subject to reduction in coverage limits or other modification except after 30 days prior written notice to the City. The policies shall be for the mutual and joint benefit and protection of Lessee and the City, and such policies shall contain a provision that the City, although named as an insured, shall nevertheless be entitled to recovery under said policies for any loss occasioned to it, its servants, agents, citizens, and employees by reason of negligence of Lessee (i.e. a fellow-insured write-back endorsement). Lessee shall provide certificates of insurance, in a form acceptable to the City as evidencing existence of all insurance required to be maintained prior to the commencement of the Agreement. Any insurance policy herein required or procured by Lessee shall contain an express waiver of any right or subrogation by the insurance company against the City, and an endorsement stating that the indemnity obligations set forth above are covered by such insurance.

9.4 Lessee represents that it is the owner of or fully authorized to use any and all services, processes, machines, articles, marks, names or slogans used by it in its operations under

or in any way connected with this Agreement. Lessee agrees to save and hold the City, their officers, employees, agents and representatives free and harmless of and from any loss, liability, expense, suit or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright, or arising from any alleged or actual unfair competition or other similar claim arising out of the operations of Lessee under or in any way connected with this Agreement.

ARTICLE 10: SIGNS

Lessee shall have the right to install and maintain one or more signs on the Leased Premises identifying it and its operations. The subject matter, type, design, number, location and elevation of such signs, and whether lighted or unlighted, shall be subject to the Airport design standards, if any. No sign will be allowed that may be confusing to aircraft pilots or automobile drivers or other traffic.

ARTICLE 11: ASSIGNMENT AND SUBLEASE

The prior written consent of the City shall be required for any sale, transfer, assignment or sublease of this Agreement and of the leasehold estate hereby created. The sale by Lessee of a majority interest or voting control of its equity shall constitute a transfer. Any purported transfer made without prior written consent from the City is void.

ARTICLE 12: CONDEMNATION

12.1 If all or any portion of the Leased Premises is taken for any public or quasi-public purpose by any lawful power or authority by the exercise of the right of appropriation, condemnation or eminent domain (or pursuant to a sale to such power or authority under the threat of condemnation or eminent domain), all rentals payable hereunder with respect to that portion of the Leased Premises taken shall no longer be payable, and the proceeds, if any, from such taking or sale shall be allocated between the City and Lessee in accordance with the applicable condemnation law, with Lessee being entitled to compensation for the fair market value of the leasehold interest, improvements and personal property taken. If a portion of the Leased Premises is so taken or sold, and as a result thereof, the remaining part cannot reasonably be used to continue the authorized uses set forth in Article 3 hereof, then this Agreement shall terminate at Lessee’s election, and Lessee's obligation to pay rent and perform the other conditions of the lease shall be deemed to have ceased as of the date of such taking or sale.

12.2 The City expressly reserves the right to grant or take easements on rights-of-way across the Leased Premises if it is determined to be in the best interest of the City to do so. If the City grant or take an easement or right-of-way across any of the Leased Premises, Lessee shall be entitled only to compensation for damages to all improvements owned by Lessee destroyed or physically damaged thereby, but not to damages for loss of use of the Leased Premises itself. Damages to improvements shall be determined by the reduction in fair market value of the improvements caused by said damage or cost of repair, whichever is less.

12.3 Lessee understands and agrees that the City have the right to take all or any portion of the Leased Premises, and any additions, alterations or improvements thereon, should the City, in their sole discretion, determine that said portion of the Leased Premises, and improvements thereon, are required for other Airport purposes, without initiating condemnation proceedings. If such action is taken, the City shall substitute comparable areas within the Airport, or any additions or extensions thereof, brought to the same level of improvement as the area taken. The City shall bear all expenses of bringing the substituted area to the same level of improvement to the area taken, and of moving Lessee's improvements, equipment, furniture and fixtures to the substituted area. If any of Lessee's improvements, equipment, furniture or fixtures cannot be relocated, the City shall replace, at their own expense, such non-relocatable improvements and other property with comparable property in the substituted area, and the City shall be deemed the owner of the non-relocated improvements and other property, free and clear of all claims of any interest or title therein by Lessee, any mortgagee, or any other third party whomsoever. It is the specific intent of this subparagraph that Lessee would be placed, to the extent possible, in the same position it would have been, had the City not substituted new premises for the Leased Premises; provided however, that the City shall not be obligated to reimburse Lessee for lost revenues or other costs due to such substitution. Nothing in this subparagraph shall be construed to limit the City' rights to condemn Lessee's leasehold rights and interests in the Leased Premises pursuant to state law.

ARTICLE 13: NON-DISCRIMINATION

13.1 Lessee, for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the Leased Premises, for a purpose for which a United States government program or activity is extended, Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation- Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

13.2 Lessee, for itself, its personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

13.2.1 No person on the grounds of race, color, disability or national origin shall be excluded from participating in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Leased Premises;

13.2.2 That in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, disability or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination;

13.2.3 That Lessee shall use the Leased Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of

Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in federally- assisted programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

13.3 In this connection, the City reserve the right to take whatever action they might be entitled by law to take in order to enforce this provision following the 60 days written notice to Lessee of any alleged violation. This provision is to be considered as a covenant on the part of Lessee, a breach of which, continuing after notice by the City to cease and desist and after a determination that a violation exists made in accordance with the procedures and appeals provided by law, will constitute a material breach of this Agreement and will entitle the City, at their option, to exercise its right of termination as provided for herein, or take any action that it deems necessary to enforce compliance herewith.

13.4 Lessee shall include the foregoing provisions in every agreement or concession pursuant to which any person or persons, other than Lessee, operates any facility at the Leased Premises providing service to the public and shall include thereon a provision granting the City a right to take such action as the United States may direct to enforce such covenant.

ARTICLE 14: GOVERNMENTAL REQUIREMENTS

14.1 Lessee shall procure all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over Lessee's operations at the Leased Premises which may be necessary for Lessee's operations on the Airport.

14.2 Lessee shall pay all taxes, license, certification, permits and examination fees and excise taxes which may be assessed, levied, exacted or imposed on the Leased Premises or operation hereunder or on the gross receipts or gross income to Lessee there from, and shall make all applications, reports and returns required in connection therewith.

14.3 Lessee shall pay all water, sewer, utility and other applicable use taxes and fees, arising from its occupancy and use of the Leased Premises and/or the improvements thereon.

14.4 If the City is ever required to pay any of the foregoing, or is not paid any of the foregoing, then the City may collect such sums as additional rent.

ARTICLE 15: RIGHTS OF ENTRY RESERVED

15.1 City shall at all times during ordinary business hours have the right to enter upon the Premises and Improvements for the purposes of: (i) inspecting the same; (ii) confirming the performance by Lessee of its obligations under this Agreement; (iii) doing any other act which City may be obligated or have the right to perform under this Agreement or reasonably related thereto; and (iv) for any other lawful purpose. Such inspections shall be made only on 48 hour advance notice except in cases of emergency. Such notice shall be sufficient if prominently posted on the primary building for 48 hours prior to the inspection.

15.2 Without limiting the generality of the foregoing, the City, by its officers, employees, agents, representatives, contractors and furnishers of utilities and other services, shall have the right, at its own expense, to maintain existing and future Airport mechanical, electrical and other utility systems and to enter upon the easements in the Leased Premises to make such repairs, replacements or alterations as may be necessary or advisable, in the reasonable opinion of the City, and from time to time to construct or install over, in or under existing easements within the Leased Premises such systems or parts thereof and in connection with such maintenance use the Leased Premises existing easements for access to other parts of the Airport otherwise not conveniently accessible; provided, however, that in the exercise of such rights of access, repair, alteration or new construction, the City shall not install a utility under or through any building on the Leased Premises or unreasonably interfere with the actual use and occupancy of the Leased Premises by Lessee, all such utilities to be placed within existing easements, except as provided in Article 14. Reservation of the aforesaid right by the City shall not impose or be construed to impose upon the City any obligation to repair, replace or alter any utility service lines now or hereafter located on the Leased Premises for the purpose of providing utility services only to the Leased Premises; provided, however, that if they repair, replace or alter any utility service lines now or hereafter located on the Leased Premises for the purpose of providing utility services to others, the City will restore the Leased Premises to their preexisting condition in a timely manner. Lessee will provide for the installation, maintenance and repair, at its own expense, of all service lines of utilities providing services only to the Leased Premises. City will repair, replace and maintain all other utility lines, at City' expense.

15.3 If any personal property of Lessee shall obstruct access of the City across the existing easements to any of the existing utility, mechanical, electrical and other systems, and thus shall interfere with the inspection, maintenance or repair of any such system pursuant to Section 16.2, Lessee shall move such property, as directed by the City or said utility company, upon reasonable notice by the City, in order that access may be had to the system or part thereof for inspection, maintenance or repair. If Lessee shall fail to so move such property after direction from the City or said utility company to do so, the City or the utility company may move it, and Lessee waives any claim against the City for damages as a result there from, except for claims for damages arising from the City' negligence.

ARTICLE 16: TERMINATION

16.1 Upon default by Lessee in the payment of rent, additional rent, or other sums due under this Agreement, the City shall give written notice to Lessee of such default. If such default has not been cured by the tenth calendar day following notice of default, the City may terminate this Agreement.

16.2 This Agreement shall terminate, at the option of the City, upon the appointment of a receiver or trustee of all, or substantially all, of Lessee's assets by a court of competent jurisdiction. The term “trustee” shall not include a trustee appointed under Title 11 of the United States Code.

16.3 Upon the default by Lessee in the performance of any covenant or condition required to be performed by Lessee other than the payment of money, and the failure of Lessee to remedy such default for a period of 30 days after the City sends written notice to remedy the same, the City may terminate this Agreement, unless Lessee establishes that such default is incapable of cure

within 30 days, in which case Lessee shall not be in default if it diligently and continuously pursues cure of the default. In no event, however, shall the cure period extend beyond 180 days.

16.4 Upon termination of this Agreement for any reason, all rights of Lessee, authorized lessees, and any other person in possession shall terminate, including all rights or alleged rights of creditors, trustees, assigns, and all others similarly so situated as to the Leased Premises. Except as may be expressly provided to the contrary elsewhere herein, upon termination of this Agreement for any reason, the Leased Premises and all improvements located thereon, and all equipment and fixtures therein, shall be and become the property of the City, free and clear of all encumbrances and all claims of Lessee, its subtenants, creditors, trustees, assigns and all others, and the City shall have immediate right of possession of the Leased Premises and such improvements.

16.5 Failure by the City or Lessee to take any authorized action upon default by Lessee of any of the terms, covenants or conditions required to be performed, kept and observed by Lessee shall not constitute a waiver of said default nor of any subsequent breach or default of any of the terms, covenants and conditions in this Agreement. Acceptance of rentals by the City from Lessee, or performance by the City under the terms hereof, for any period or periods after a default by Lessee of any of the terms, covenants and conditions herein shall not be deemed a waiver or create an estoppel of any right of the City to terminate this Agreement for any subsequent failure by Lessee to so perform this Agreement.

16.6 If Lessee ceases to conduct its authorized Aeronautical Activities on the Leased Premises for a period of 12 consecutive months, the City may terminate this Agreement by written notice to Lessee given at any time while such cessation continues, unless Lessee resumes such activities within 60 days following receipt of written notice from the City of such intent to terminate this Agreement. An unauthorized sublease or assignment of Lessee's rights herein shall constitute a cessation of aeronautical activities.

ARTICLE 17: SURRENDER AND RIGHT OF RE-ENTRY

17.1 Upon the expiration, cancellation or termination of this Agreement pursuant to any terms hereof, Lessee agrees peaceably to surrender up the Leased Premises to the City in the condition required by Article 5. Upon such expiration, cancellation or termination, the City may re-enter and repossess the Leased Premises together with all improvements and additions thereto, or pursue any remedy permitted by law for the enforcement of any of the provisions of this Agreement, at the City's election.

17.2 If Lessee remains in possession of the Leased Premises after the expiration, cancellation or termination of this Agreement without written agreement with respect thereto, then Lessee shall be deemed to be occupying the Leased Premises as a tenant at-sufferance, subject to all of the conditions, provisions and obligations of this Agreement, but without any rights to extend the term of this Agreement. The City's acceptance of rent from Lessee in such event shall not alter the status of Lessee as a tenant at sufferance whose occupancy of the Leased Premises may be terminated by City at any time.

ARTICLE 18: SERVICES TO LESSEE

Except in cases of emergency, in which case no notice shall be required, City will endeavor to give not less than 14 days prior written notice to Lessee of any anticipated temporary Airport closure, for maintenance, expansion or otherwise. Notwithstanding the above, the City shall not be deemed to be in breach of any provision of this Article 19 in the event of a permanent closure of the Airport. Provided, however, that if such permanent closure is in connection with the construction of a new airport by the City, Lessee shall have the option to enter into a substitute hangar ground lease agreement with the City, for the use of a portion of such new airport not smaller than the Leased Premises, under financial terms which are no less favorable than those set forth herein.

ARTICLE 19: SURVIVAL OF THE OBLIGATIONS OF LESSEE

19.1 If this Agreement shall have been terminated due to default by Lessee in accordance with notice of termination as provided in Article 17, all of the obligations of Lessee under this Agreement shall survive such termination, re-entry, regaining or resumption of possession and shall remain in full force and effect for the full term of this Agreement, and the amount or amounts of damages or deficiency shall become due and payable to the City to the same extent, at the same time or times, and in the same manner as if no termination, re-entry, regaining or resumption of possession had taken place. The City may maintain separate actions each month to recover the damage or deficiency then due or at its option and at any time may sue to recover the full deficiency less the proper discount, for the entire unexpired term of this Agreement.

19.2 The amount of damages for the period of time subsequent to termination (or re-entry, regaining or resumption of possession) on account of Lessee's rental obligations shall be the sum of the following:

19.2.1 The amount of the total of all installments of rents, less the installments thereof payable prior to the effective date of termination; and

19.2.2 An amount equal to all expenses incurred by the City and not reimbursed in connection with regaining possession, restoring the Leased Premises required by paragraph 19, above, acquiring a new lease for the Leased Premises, legal expenses (including, but not limited to, attorneys' fees) and putting the Leased Premises in order.

19.3 There shall be credited to the account of Lessee against its survived obligations hereunder, the amount actually received from any lessee, licensee, permittee, or other occupier in connection with the use of the said Leased Premises or portion thereof during the balance of the term of use and occupancy as the same is originally stated in this Agreement, and the market value of the occupancy of such portion of the Leased Premises as the City may themselves during such period actually use and occupy. No such use and occupancy shall be, or be construed to be, an acceptance of a surrender of the Leased Premises, nor shall such use and occupancy constitute a waiver of any rights of the City hereunder.

19.4 The provisions of this Article 20 shall not be applicable to termination of this Agreement pursuant to Section 3.1.2 or if expressly provided to the contrary elsewhere in this Agreement.

ARTICLE 20: USE SUBSEQUENT TO CANCELLATION OR TERMINATION

The City shall, upon termination or cancellation, or upon re-entry, regaining or resumption of possession, have the right to repair and to make structural or other changes in the Leased Premises, including changes which alter its character and the suitability thereof for the purposes of Lessee under this Agreement, without affecting, altering or diminishing the obligations of Lessee hereunder, provided that any structural changes shall not be at Lessee's expense.

ARTICLE 21: NOTICES

21.1 Any notice, consent, approval or other communication given by either party to the other relating to this Agreement shall be in writing, and shall be delivered in person, sent by certified mail, return receipt requested, sent by reputable overnight courier, or sent by facsimile transmission (with evidence of such transmission received) to such other party at the respective addresses set forth below (or at such other address as may be designated from time to time by written notice given in the manner provided herein). Such notice shall, if hand delivered or personally served, be effective immediately upon receipt. If sent by certified mail, return receipt requested, such notice shall be deemed given on the third business day following deposit in the United States mail, postage prepaid and properly addressed; if delivered by overnight courier, notice shall be deemed effective on the first business day following deposit with such courier; and if delivered by facsimile, notice shall be deemed effective when received. Notice to the City is not effective unless sent concurrently to BOTH the City Attorney and the Airport Manager.

21.2 The notice addresses of the parties are as follows:

To the City:

Airport Manager
Georgetown Executive Airport
500 Terminal Drive
Georgetown, TX 78628
Telephone: 512-930-8464

City Attorney
City of Georgetown, Texas
510 W. 9th Street
Georgetown, Texas 78728
Telephone: 512-930-8165

To Lessee: Bruce Wilkie
100 E Service Drive
Georgetown Texas 78628

ARTICLE 22: SUBORDINATION CLAUSES

22.1 This Agreement is subject and subordinate to the following:

22.1.1 The City reserves the right to develop and improve the Airport as it sees fit, regardless of the desires or view of Lessee, and without interference or hindrance by or on behalf of Lessee, provided Lessee is not deprived of the use or access to the Leased Premises or any of Lessee's rights under this Agreement and unless said activities by the City shall result in the loss of convenient access to the Leased Premises by motor vehicles and/or aircraft owned or operated by Lessee or Lessee's assigns, subtenants, renters, agents, employees or invitees.

22.1.2 The City reserves the right to take any action it considers necessary to protect the aerial approaches to the Airport against obstruction, together with the right to prevent Lessee from erecting or permitting to be erected any building or other structure on the Airport which would limit the usefulness of the Airport or constitute a hazard to aircraft.

22.1.3 This Agreement is and shall be subordinate to the provision of existing and future agreements between the City and the United States or the State of Texas relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the obtaining or expenditure of federal funds, services, or property for the benefit of the Airport.

22.1.4 During national emergency, the City shall have the right to lease all or any part of the landing area or of the airport to the United States or Texas National Guard for military use, and if any such lease is executed, the provisions of this Agreement insofar as they may be inconsistent with the provisions of such lease to the government, shall be suspended, but such suspension shall not extend the term of this Agreement. Abatement of rentals shall be reasonably determined by the City and Lessee in proportion to the degree of interference with Lessee's use of the Leased Premises. Lessee is notified that pursuant to the terms of the 1942 transfer of the Airport from the United States to the City, during time of national emergency the Secretary of Defense may designate all or any portion of the Airport subject to the exclusive use of the United States.

22.1.5 Except to the extent required for the performance of any obligations of Lessee hereunder, nothing contained in this Agreement shall grant to Lessee any rights whatsoever in the airspace above the Leased Premises other than those reasonably necessary to Lessee's enjoyment of the Leased Premises and City' Airport facilities and which are consistent with Federal Aviation Administration rules, regulations and orders currently or subsequently effective. Further, Lessee's rights in airspace above the Leased Premises and the Airport and the Airport facilities shall be not less than the rights therein by other users of the Airport and Airport facilities.

ARTICLE 23: GENERAL PROVISIONS

23.1 Remedies Nonexclusive. All remedies provided in this Agreement shall be deemed cumulative and additional and not in lieu of, or exclusive of, each other, or of any other remedy available to the City, or Lessee, at law or in equity, and the exercise of any remedy, or the existence herein of other remedies or indemnities shall not prevent the exercise of any other remedy provided that the City' remedies in the event of default shall not exceed those set forth in this Agreement.

23.2 Individuals Not Liable. No director, officer, agent or employee of the City shall be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement or of any supplement, modification or amendment to this Agreement because of any breach thereof, or because of his or their execution or attempted execution thereof.

23.3 Estoppel Certificate. At the request of Lessee in connection with an approved assignment of its interest in this Agreement, the City shall execute and deliver a written statement identifying itself as the Lessor under this Agreement and certifying such facts as may actually be true.

23.4 Recording of Lease. This Agreement shall be recorded by the City, and the costs of such recordation, and any closing costs associated with this Agreement, its execution and recordation, shall be billed to and paid by Lessee as additional rent. The City may file an appropriate UCC notice advising of its contractual landlord liens herein.

23.5 Dispute Resolution. This Agreement shall be performable and enforceable in Williamson County, Texas, and shall be construed in accordance with the laws of the State of Texas. Exclusive jurisdiction and venue for all disputes between the parties shall lie in the state courts located within Williamson County, Texas. The parties waive right to trial by jury.

23.6 No Third Party Beneficiaries. This Agreement is made for the sole and exclusive benefit of the City and Lessee, their successors and assigns, and is not made for the benefit of any third party.

23.7 No Oral Agreements; Integration. All prior oral and written communications between agents of the parties are deemed to be merged and integrated into this document, and the parties disclaim reliance upon any such communications. This Agreement constitutes the entire agreement of the parties hereto and may be changed, modified, discharged or extended by written instrument duly executed by the City and Lessee. The parties agree that no representations or warranties shall be binding upon the City or Lessee unless expressed in writing.

23.8 Quite Enjoyment. The City covenants and warrants that it is the owner of the Leased Premises and that Lessee upon payment of rentals herein provided for and performance of

provisions on its part to be performed, shall and may peacefully possess and enjoy the Leased Premises during the term hereof and any extensions hereof without any interruption or disturbance.

23.9 Severability. The invalidity of any provisions, articles, paragraphs, portions or clauses of this Agreement shall have no effect upon the validity of any other part or portion hereof, so long as the remainder shall constitute an enforceable agreement. Furthermore, in lieu of such invalid provisions, articles, paragraphs, portions or clauses, there shall be added automatically as a part of this Agreement, a provision as similar in terms to such invalid provision as may be possible and be legal, valid and enforceable.

ARTICLE 24: HAZARDOUS MATERIALS

24.1 Lessee shall not cause or permit any Hazardous Materials to be used, produced, stored, transported, brought upon, or released on, under, or about the Premises or the Airport by Lessee or Lessee's Associates in violation of applicable federal, state, or local environmental laws, regulations, and ordinances ("Environmental Laws"). Lessee is responsible for any such violation as provided in this Agreement, and shall fully indemnify and hold harmless the City from all fees, fines, costs and damages related in any manner to any release of Hazardous Material or legal violation.

24.2 Lessee agrees that in the event of a release or threat of release of any Hazardous Material by Lessee at the Airport, Lessee shall provide Lessor with prompt notice of the same. Lessee shall respond to any such release or threat of release in accordance with applicable Laws and Regulations. If Lessor has reasonable cause to believe that any such release or threat of release has occurred, Lessor may request, in writing, that Lessee conduct reasonable testing and analysis (using qualified independent experts acceptable to Lessor) to show that Lessee is complying with applicable Environmental Laws. Lessor may conduct the same at Lessee's expense if Lessee fails to respond in a reasonable manner. Lessee shall cease any or all of Lessee's activities as Lessor determines necessary, in its sole and absolute discretion, in connection with any investigation, cure, or remediation. If Lessee violates any Environmental Laws at the Airport (whether due to the release of a Hazardous Material or otherwise), Lessee, at Lessee's expense, shall have the following obligations, which shall survive any expiration or termination of this Agreement: (i) promptly remediate such violation in compliance with applicable Environmental Laws; (ii) submit to Lessor a written remediation plan, and Lessor reserves the right to approve such plan (which approval shall not be unreasonably withheld) and to review and inspect all work; (iii) work with Lessor and other governmental authorities having jurisdiction in connection with any violation; and (iv) promptly provide to Lessor copies of all documents pertaining to any environmental concern that are not subject to Lessee's attorney-client privilege.

24.3 To the extent that Lessee is a co-permittee with Lessor in connection with any permit relating to the environment at the Airport, or to the extent that any of Lessee's operations in connection with this Agreement or otherwise may impact Lessor's compliance with any such permit, Lessee shall work cooperatively with Lessor and other lessees and take all actions necessary to ensure permit compliance, and minimize the cost of such compliance, for the benefit of Airport operations.

24.4 Upon any expiration or termination of this Agreement, and upon any change in possession of the Premises authorized by Lessor, Lessee shall demonstrate to Lessor's reasonable satisfaction that Lessee has removed any Hazardous Materials and is in compliance with applicable Environmental Laws. Such demonstration may include, but is not limited to, independent analysis and testing to the extent that facts and circumstances warrant analysis and testing, such as evidence of past violations or specific uses of the premises. These obligations survive any termination of this Agreement.

CITY OF GEORGETOWN, TEXAS

_____
Josh Schroeder, Mayor

ATTEST:

_____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

_____
Skye Masson, City Attorney

LESSEE

_____
Bruce Wilkie

EXHIBIT A—LEASE DESCRIPTION

City of Georgetown, Texas
City Council
February 24, 2026

SUBJECT:
Airport Facility Lease with Wood Aviation Inc.

SUGGESTED ACTION:
Consideration and possible action to approve an airport facility lease between Wood Aviation Inc and the City of Georgetown – Matthew Sommerfeld, Airport Manager, and Eric Johnson, Public Works Director

ITEM SUMMARY:
A facility lease of approximately 7,012.5 square feet at a lease rate of $2.11, approximately $1233.75 monthly. The initial lease term of the facility lease is five years, commencing on March 1st, 2026, and will expire on February 28th, 2031. The lease includes one additional five-year option period, subject to City approval.

FINANCIAL IMPACT:
The facility lease rate for the airport is approximately $14,805.00 with annual CPI adjustments.

SUBMITTED BY:
Anne Pogson, Public Works

ATTACHMENTS:
201 D Hangar Dr Exhibit A & Field Notes.pdf
Larry_Wood_Facility_Lease_V.2.pdf

EXHIBIT A

0.161 Acres
Georgetown Airport
Tract 5

F.N. 5008 (JMC)
October 20, 1994
SRI Job No. 2429-01

A DESCRIPTION OF A 0.161 ACRE TRACT OF LAND OUT OF THE DAVID WRIGHT SURVEY, ABSTRACT NO. 13 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 598.69 ACRE TRACT OF LAND DESCRIBED IN A DEED TO THE CITY OF GEORGETOWN, TEXAS, RECORDED IN VOLUME 312, PAGE 121 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.161 ACRE AS SHOWN ON THE ACCOMPANYING SKETCH AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an 1/2-inch iron rod set for the most easterly corner of this tract, from which an iron rod found in the west right-of-way line of County Road 190 (Airport Road), being also the southeast corner of that certain 8.10 acre tract of land described in a deed to the City of Georgetown, Texas, recorded in Volume 312, Page 204 of the Deed Records of Williamson County, Texas, and being the northeast corner of that certain 3.06 acre tract of land described in a deed to David L. Rogers, recorded in Volume 700, Page 862 of the Deed Records of Williamson County, Texas, bears S 37° 17′ 51" E, a distance of 2035.29 feet;

THENCE, crossing said 598.69 acres with the southeast line of this tract, S 72° 22′ 39" W, a distance of 82.50 feet to an 1/2-inch iron rod set for the most southerly corner of this tract;

THENCE, continuing across said 598.69 acres with the southwest line of this tract, N 17° 36′ 28" W, a distance of 85.00 feet to an 1/2-inch iron rod set for the most westerly corner of this tract;

THENCE, continuing across said 598.69 acres with the northwest line of this tract, N 72° 22′ 39" E, a distance of 82.50 feet to an 1/2-inch iron rod set for the most northerly corner of this tract;

THENCE, continuing across said 598.69 acres with the northeast line of this tract, S 17° 36′ 28" E, a distance of 85.00 feet to the POINT OF BEGINNING and containing 0.161 acre of land.

THE STATE OF TEXAS ⌇
⌇ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS ⌇

That I, R. David Strutton, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground during October, 1994 under my direction and supervision.

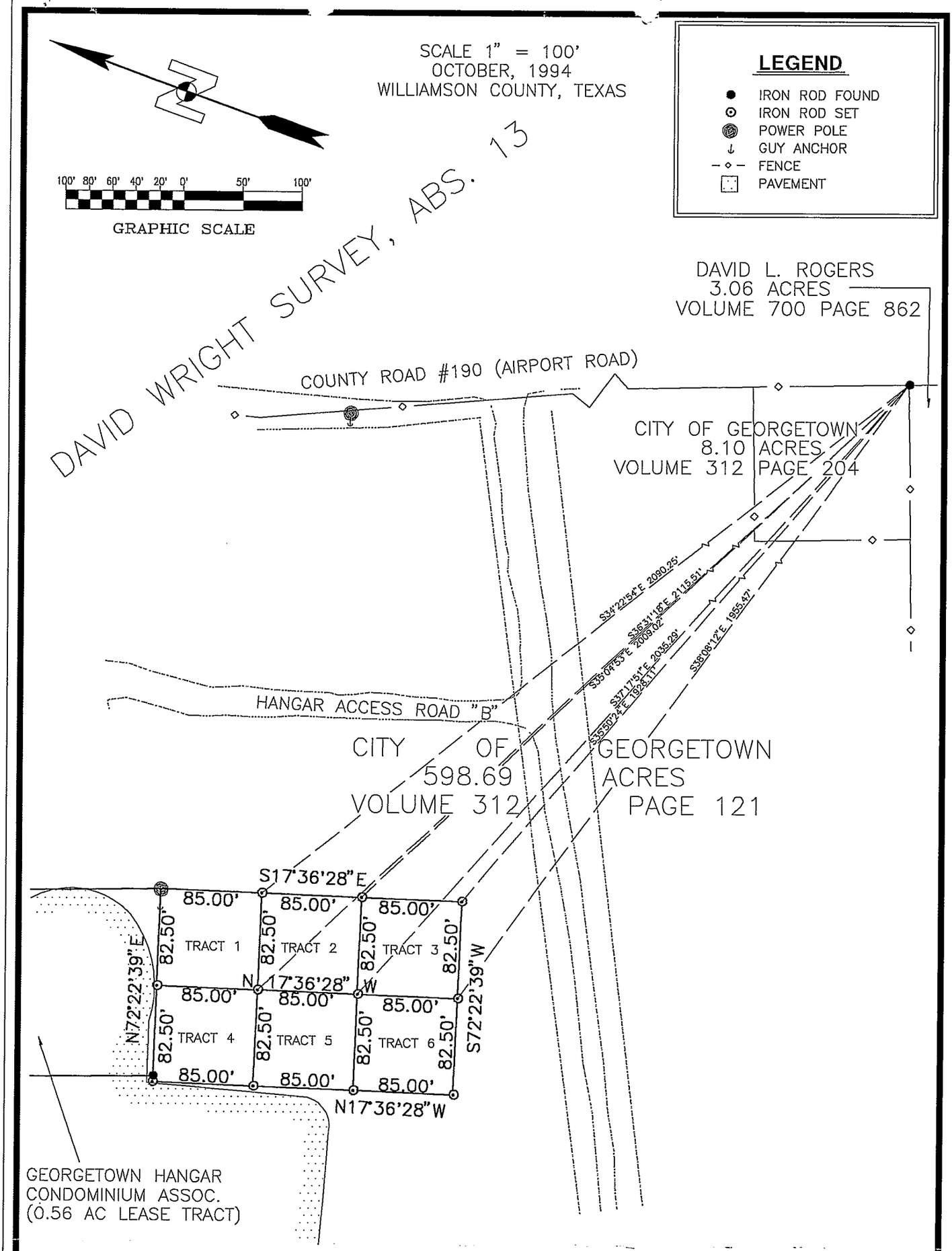
WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 25th day of October, 1994 A.D.

SURVEY RESOURCES, INC.
P.O. Box 162690
Austin, Texas 78716-2690

STATE OF TEXAS
REGISTERED
R. DAVID STRUTTON
4312
PROFESSIONAL
LAND SURVEYOR

R. David Strutton
Registered Professional Land Surveyor
No. 4312 - State of Texas

EXHIBIT B



SRI

SURVEY RESOURCES INC.

206 WILD BASIN ROAD
SUITE #200
P. O. BOX 162690
AUSTIN, TEXAS
78716-2690
(512) 328-8221

SKETCH TO ACCOMPANY FN 5004-FN 5009

CAD FILE 242901-2.DWG

FACILITY LEASE AGREEMENT

CITY OF GEORGETOWN, TEXAS

Facility Lessor

AND

Wood Aviation Inc
201 D Hangar Dr
Georgetown Texas 78628
Lessee

LEASE AGREEMENT

THIS FACILITY LEASE ("Agreement") is effective this ___ day of ___ 20__ between the City of Georgetown, Texas, home-rule city ("City" or "Lessor") and Wood Aviation Inc. ("Lessee")

Preliminary Statements

A. The City owns and operates an airport known as the Georgetown Executive Airport at Johnny Gantt Field (KGTU) located in Williamson County, Texas (the "Airport");

B. The City and Lessee desire to enter into this Agreement for the use and occupancy of certain areas at the Airport

C. The City desires to accommodate, promote and enhance general aviation at the Airport. Lessee desires assurance of the Airport's continued availability as a base for aircraft; and

D. In consideration of the premises and of the rents, covenants and conditions herein contained, the City does hereby lease to Lessee the area(s) of the Airport described in Article 2 hereof (the "Leased Premises"), as follows:

ARTICLE 1: TERM AND OPTION

1.1 The initial term of this Agreement shall commence on March 1st, 2026, and expire at – 11:59 p.m. on February 28th, 2031 (the "Initial Term"), unless sooner terminated in accordance with this Agreement.

1.2 Subject to the conditions herein, Lessee shall have the option to extend the term of this Agreement for five years, hereinafter the "Extended Term(s)," provided that: (1) at the time of such exercise and on the day preceding commencement of any Extended Term, Lessee is not in default in the payment of any rent or in default in any other provisions of this Agreement. Lessee may exercise such option by giving written notice of such extension to the City not more than 18 months, nor less than nine months, prior to the expiration of the Initial Term or the then-current Extended Term. The exercise of any term option shall be contingent upon the completion of a condition inspection and approval in accordance with Section 5.27. The terms of this Agreement shall remain applicable during any Extended Term, and rent shall escalate throughout the Initial Term and any Extended Term as provided in Article 4.

ARTICLE 2: DESCRIPTION OF LEASED PREMISES

The Leased Premises consist of the parcel of land described in Exhibit "A," having a stipulated area of approximately 7,012.50 square feet. The Lessee acknowledges that: (1) the Lessor makes no representations or warranty regarding the suitability of the Leased Premises for the Lessee's intended purposes or the presence or absence of environmental, geologic, or other site conditions that may affect the Lessee's use of the Leased Premises; (2) Lessee accepts full responsibility for determining the suitability of the Leased Premises for its intended purposes; (3)

Lessee has inspected and performed all tests and investigations of the Leased Premises for its intended purposes; and (4) Lessee is accepting the Leased Premises "as is," in their present condition. Lessee expressly disclaims reliance upon any statement, oral or written, made by any agent of the City concerning the condition, suitability, or business prospects of the Leased Premises.

ARTICLE 3: USE OF LEASED PREMISES

3.1 Lessee shall use and occupy the Leased Premises for the following purposes and for no other purpose whatsoever unless approved in writing by City:

3.1.1 For the operation of the existing structures (the "Hangar") to be used for the parking, storage, servicing, and repair of aircraft, the storage and sale of aircraft parts, and parking for employee and customer automobiles. All uses for which an FBO or SASO license are required, require approval of the Airport Manager and such other approvals as are set forth in the Airport Rules and Minimum Standards. No sublease or assignment shall be valid unless approved in writing by the City and conforms to all applicable laws and the Airport Rules and Minimum Standards then in effect (the "Rules" and "Minimum Standards"). Any commercial use must also be consistent with the City of Georgetown, Texas, building, use and zoning regulations and requirements applicable to the Leased Premises. Lessee warrants that all aircraft based at the Leased Premises shall comply with noise standards established under Part 36 of Title 14 of the Code of Federal Regulations, ("FAR 36") as amended from time to time. The Leased Premises shall not be used for residential purposes. Lessee shall comply with all Grant Assurances in favor of the State of Texas or the United States. All of Lessee's rights shall be subordinate to such Grant Assurances and other obligations to the United States or State of Texas.

3.1.2 The City makes no representations, guarantees, or warranties that the Leased Premises may be lawfully used for the purposes set forth in this Article 3.1. Lessee shall have the sole responsibility of obtaining all applicable permits or other governmental approvals necessary to use the Leased Premises. This Agreement is expressly conditioned upon Lessee obtaining all such permits and approvals, and the failure of Lessee to obtain any such permits or approvals within six months following the commencement date set forth in Article 1.1 shall constitute an event of default. The failure of Lessee to maintain any such permits or approvals during the term of this Agreement shall result in termination of this Agreement pursuant to Article 18.

3.1.3 During the term of this Agreement, Lessee must use the facility for Aeronautical Activities only, unless the prior written permission of the City is first obtained. The term "Aeronautical Activities" shall mean any activity or service that involves, makes possible, facilitates, is related to, assists in, or is required for the operation of aircraft, or which contributes to or is required for the safety of aircraft operations.

3.1.4 City reserves unto itself, its patrons, visitors, and other lessees and their patrons, visitors, and employees, the right of flight for the passage of aircraft above the surface of the Leased Premises, together with the right to cause in such air space such noise, dust, interference as may be inherent in the operation of aircraft now known or hereafter in use, including the right of using said air space for landing at, taking off from, or operating at or near the Airport.

3.1.5 This Agreement is subject to the right of the United States of America to have exclusive or non-exclusive use, control and possession, without charge, of the Airport or any portion thereof during periods of national emergency.

ARTICLE 4: RENT

4.1 Lessee agrees to pay the City during the Initial Term hereof an annual base rent of $14,805 or $1,233.75 per month.

4.2 On March 1st, 2027, of the lease term, and on each anniversary date thereafter, the annual rent shall be adjusted by multiplying the annual rent payable in the next preceding year by a fraction, the numerator of which shall be the C.P.I., as hereinafter defined, published for the previous month and the denominator of which shall be the C.P.I. published for the month which preceded by 12 months the month used as the numerator. In no event shall the annual rent be reduced from that payable in a previous year. If Lessee has been granted and elects to exercise an option period, the rental rate of the option period will be at prevailing market rates set by the airport. Within 60 days following notice of intent to exercise an option for an Extended Term, the City shall give notice of the prevailing market rate. If Lessee disputes such rate, it may: (1) withdraw its notice of term extension within 10 days following receipt of the prevailing market rate from the City; or (2) advise the City that Lessee will renew at a market rate to be determined by an American Society of Appraisers ("ASA") certified appraiser. Such ASA appraiser shall be agreed upon by the parties within 10 days, or in the absence of agreement shall be appointed by the ASA. The decision of the appraiser shall be conclusive. All costs of appraisal shall be paid by Tenant.

4.2.1 The term "C.P.I." as used herein shall mean the Consumer Price Index for all urban consumers, all items, selected large city for the Dallas-Arlington-Ft Worth Area as published by the Bureau of Labor Statistics of the United States Department of Labor, 1982-84 base = 100. In the event the base year is changed, the CPI shall be converted to the equivalent of the base year 1982-84=100. In the event the Bureau of Labor Statistics ceases to use C.P.I., or this index, an equivalent or comparable economic index will be used.

4.3 The rent payable hereunder may be paid in advance in annual installments or shall be paid in equal monthly installments on the first day of each month in advance at such office as may be directed in writing by the City. Payments due to the City under this Agreement shall be paid without offset of any kind, and Lessee waives all common law and statutory rights of offset. In addition to any other remedies provided in this Agreement, if any rental, fee, charge, or other item of Additional Rent set forth in this Agreement is not paid to the City within 15 days of the date due, Lessee agrees to pay a late charge of 10% for each such late payment, and default interest shall accrue on such payment from 30 days after the date the payment was due, at a rate of 12% per annum.

4.4 Lessee shall keep the Leased Premises, and all structures constructed by Lessee on the Leased Premises or located on the Leased Premises (collectively, the "Improvements"), free and clear of any liens and encumbrances, and shall indemnify, hold harmless and defend the City from any liens and encumbrances arising out of any work performed or materials furnished by or

at the direction of Lessee. If any lien is filed, Lessee shall do all acts necessary to discharge such lien within ten days of filing, or if Lessee desires to contest any lien, then Lessee shall deposit with the City such security as the City shall reasonably demand to insure the payment of the lien claim. If Lessee shall fail to pay any lien claim when due or shall fail to deposit the security with the City, then the City shall have the right to expend all sums necessary to discharge the lien claim, and Lessee shall pay the City, as additional rental when the next rental payment is due, all sums expended by the City in discharging any lien, including reasonable attorneys' fees and costs, and interest at 12% on the sums expended by the City from the date of expenditure to the date of payment by Lessee.

4.5 Lessee agrees to comply with the Airport Rules and Minimum Standards adopted by the City for the Airport, as they now exist or as they may hereafter be adopted or amended. Fees due under such Minimum Standards or pursuant to any license issued for commercial activities conducted in whole or part on the Leased Premises, may be collected by the City as additional rent under this Agreement, in addition to any other remedies available to the City.

4.6 Holdover rent shall be due at the rate of 200% of ordinary rent.

ARTICLE 5: ACCEPTANCE, CARE, MAINTENANCE, IMPROVEMENTS AND REPAIR

5.1 Lessee acknowledges that it has inspected every aspect of the Leased Premises, conducted such studies and tests thereof (including environmental tests) as it deems necessary, and accepts possession of the Leased Premises "as is" in its present condition, and, subject to all limitations imposed upon the use thereof by the rules and regulations of the Federal Aviation Administration, the rules and regulations of the Airport, and by ordinances of the City, and admits its suitability and sufficiency. Except as may otherwise be provided in Section 5.3, the City shall not be required to maintain nor to make any improvements, repairs or restoration upon or to the Leased Premises or to any of the improvements presently located thereon or placed thereon by Lessee. The Lessee stipulates that it shall be solely responsible for all regular, irregular, ordinary, and capital maintenance and repair of the Leased Premises at its sole cost.

5.2 Lessee shall, throughout the term of this Agreement, conduct all repair and maintenance whatsoever on the Leased Premises and all improvements thereon, and shall perform in a good workmanlike manner all necessary repairs, maintenance, whether ordinary or extraordinary, structural or otherwise. Additionally, Lessee, without limiting the generality hereof, shall:

5.2.1 Keep at all times, in a clean and orderly condition and appearance, the Leased Premises, all improvements thereon and all of Lessee's fixtures, equipment and personal property which are located on any part of the Leased Premises. Lessee shall not park or leave, or allow to be parked, aircraft on the taxiways, ramps or pavement adjacent to any Hangar in a manner which unduly interferes with or obstructs access to other hangars or movement on adjacent taxiways.

5.2.2 Provide and maintain on the Leased Premises all obstruction lights and similar devices, and safety equipment required by law.

5.2.3 Take measures to prevent erosion, including without limitation the planting and replanting of grasses with respect to all portions of the Leased Premises not paved or built upon. Lessee shall maintain and replant any landscaped areas.

5.2.4 Be responsible for the maintenance and repair of all utility services lines placed on the Leased Premises and used by Lessee exclusively, including without limitation water lines, gas lines, electrical power and telephone conduits and lines, sanitary sewers and storm sewers.

5.2.5 If Lessee discovers any hazardous material on the Leased Premises, it will promptly notify the City in writing.

5.2.6 The City shall have the right to conduct periodic detailed inspections of the Leased Premises not more often than twice per year. If any maintenance deficiencies are discovered for which Lessee is responsible under this Agreement, the City may require Lessee to correct such deficiencies, whether ordinary or capital in nature.

5.27 Commencing on the fourth anniversary and each subsequent fourth year (2030 and 2034), the tenant shall provide the City with an inspection report of the leasehold property prepared by a mutually acceptable licensed engineer or architect licensed to do business in the state of Texas, attesting to the condition of the property and addressing all repairs, replacements needed to maintain the required state of condition of the property. If the parties cannot agree upon an engineer or architect, one shall be selected by the City.

ARTICLE 6: ADDITIONAL OBLIGATIONS OF LESSEE

6.1 Lessee shall conduct its operations in an orderly and proper manner, considering the nature of such operations, so as not to unreasonably annoy, disturb, endanger or offend others.

6.2 Further, Lessee shall take all reasonable measures:

6.2.1 To reduce to a practicable minimum vibrations tending to damage any equipment, structure, buildings or portions of buildings.

6.2.2 Not to produce or allow to be produced on the Airport, through the operation of machinery or equipment, any electrical, electronic or other disturbances that interfere with the operation by the City or the Federal Aviation Administration of air navigational, communication or flight equipment on the Airport or on aircraft using the Airport, or with ground transportation communications.

6.3 Lessee and its agents shall comply with all federal, state and municipal laws, ordinances, rules, regulations and requirements, the Airport's Minimum Standards, Airport security rules and regulations, and other Airport Rules and regulations, as they now exist or may hereafter be amended or promulgated.

6.4 Lessee shall commit no nuisance, waste or injury on the Leased Premises, and shall not do, or permit to be done, anything that may result in the creation, commission or maintenance of such nuisance, waste or injury on the Leased Premises.

6.5 Lessee shall neither do nor permit anything which may interfere with the effectiveness or accessibility of the drainage system, sewerage system, fire protection system, sprinkler system, alarm system and fire hydrants and hoses, if any, installed or located on the Leased Premises.

6.6 Lessee shall neither do nor permit any act or thing which will invalidate or conflict with any fire insurance policies or regulations applicable to the Leased Premises or other contiguous premises at the Airport.

6.7 Lessee shall not install, maintain, operate or permit the installation, maintenance or operation of any restaurant, kitchen, stand or other establishment of any type for the sale of food unless required permits for that activity are first obtained from the City.

6.8 Lessee will conduct its operations in such a manner as to keep the noise produced by aircraft engines and component parts thereof, and any other noise, to a minimum, by such methods as are practicable, considering the extent and type of the operations of Lessee and the limitations of federal law. In addition, Lessee will employ the maximum amount of noise arresting and noise reducing devices that are available and economically practicable, considering the extent of their operations, but in no event less than those devices required by federal, state or local law. In its use of the Leased Premises, Lessee shall take all possible care, exercise caution, and use commercially reasonable efforts to minimize prop or jet blast interference and prevent jet blast damage to aircraft operating on taxiways and to buildings, structures and roadways, now located on or which in the future may be located on areas adjacent to the Leased Premises. If the City determines that Lessee has not curbed the prop or jet blast interference or damage, Lessee covenants to erect and maintain at its own expense such structure or structures as may be necessary to prevent prop or jet blast interference, subject, however, to the prior written approval of the City as to type, manner and method of construction.

6.9 Lessee shall not store nor permit the storage of disabled aircraft, vehicles, or any equipment or materials outside of the Leased Premises, without the written approval of the City. No aircraft that is unairworthy may remain outside of a hangar for more than 20 days. Concerning any aircraft that has remained outside the hangars on the Leased Premises for more than 20 days, upon request Lessee shall provide written certification from an FAA licensee holding Inspection Authorization stating such aircraft is airworthy. If Lessee fails to comply with this requirement after a written request by Lessee to comply, Lessor may (but is not required to) cause the removal of any such aircraft at Lessee's expense by any means that Lessor determines, in its sole discretion, to be in Lessor's best interests. The costs of such removal shall constitute additional rent.

6.10 On forms and at the frequency prescribed by the Airport Manager, and with respect to each aircraft stored on the Leased Premises, Lessee shall provide the City with the (a) make and model, (b) N-number, and (c) identity and address of the registered owner. This requirement shall

apply to aircraft whether owned by Lessee or another party, and regardless of whether its storage is subject to the Minimum Standards or Rules.

6.11 Lessee shall obtain and maintain in current status all permits and licenses required under any law or regulation. If Lessee receives notice from any governmental entity that Lessee lacks, or is in violation of, any such permit or license, Lessee shall provide City with timely written notice of the same.

6.12 Lessee shall pay (before their respective due dates) all taxes, fees, assessments, and levies that relate to Lessee's use, occupancy, or operations at the Leased Premises or the Airport, and all other obligations for which a lien may be created thereto (including, but not limited to, utility charges and work for any improvements for which the City is not obligated to pay).

6.13 In addition to Lessee's indemnification obligations set forth in this Agreement, Lessee, at Lessee's sole cost, shall repair or replace (to Lessor's reasonable satisfaction) any damaged property that belongs to Lessor or Lessor's other lessees to the extent that such damage arises from or relates to an act or omission of Lessee or Lessee's Associates. Lessee shall promptly notify Lessor of any such property damage. If Lessee discovers any other potential claims or losses that may affect Lessor, Lessee shall promptly notify Lessor of the same.

6.14 Lessee shall comply with all security measures that Lessor, the United States Transportation Security Administration, or any other governmental entity having jurisdiction may require in connection with the Airport, including any access credential requirements, any decision to remove Lessee's access credentials, and any civil penalty obligations and other costs arising from a breach of security requirements caused or permitted by Lessee or Lessee's Associates. Lessee agrees that Airport access credentials, if adopted in the future, shall be the property of Lessor and may be suspended or revoked by Lessor in its sole discretion at any time. Lessee shall pay all fees associated with such credentials, and Lessee shall immediately report to the Airport Manager any lost credentials or credentials that Lessee removes from any employee or any of Lessee's Associates. Lessee shall protect and preserve security at the Airport.

6.15 When consistent with Laws and Regulations, Lessee shall promptly remove or cause to be removed from any portion of the Airport not leased by Lessee the Aircraft or any other aircraft that Lessee owns or controls if it becomes unairworthy. Lessee may store such aircraft within Lessee's enclosed improvements.

ARTICLE 7: INGRESS AND EGRESS

7.1 Lessee shall have the right of ingress and egress between the Leased Premises and the public landing areas at the Airport by means of connecting taxiways; and between the Leased Premises and the entrance(s) to the Airport by means of connecting paved roads. Lessee shall have the right to use the public runways and public aviation aids at all times during which they are open to the public. Such rights of ingress, egress and use shall be in common with others having rights of use and passage thereon.

7.2 The use of any roadways or taxiways shall be subject to the Rules and Minimum Standards of the Airport, which are now in effect or which may hereafter be promulgated, and subject to temporary closure; provided, however, that any closure shall be only for reasonably necessary or unique circumstances, and provided that three days prior written notice will be given to Lessee relevant to any closure, unless such closure is necessary due to emergency. Lessee, for itself and its authorized subtenants, hereby releases and discharges the City, their officers, employees and agents, and all their respective successors and assigns, of and from any and all claims, demands, or causes of action which Lessee or its authorized subtenants may now or at any time hereafter have against any of the foregoing, arising or alleged to arise out of the closing of any street, roadway or other area, provided that other reasonable means of access to the Leased Premises remain available to Lessee without cost to Lessee, unless otherwise mandated by emergency safety considerations or lawful exercise of the police power. Lessee shall not do or permit anything to be done which will interfere with the free access and passage of others to space adjacent to the Leased Premises or in any streets or roadways on the Airport.

ARTICLE 8: INSURANCE AND DAMAGE TO THE LEASED PREMISES

8.1 Lessee, at its sole cost and expense, shall procure and maintain throughout the term of this Agreement insurance protection for all risk coverage on the improvements which are part of the Leased Premises, to the extent of one hundred percent (100%) of the actual replacement cost thereof. Such insurance shall be written by insurers reasonably acceptable to the City. The insurance shall provide for 30 days' notice of cancellation or material change, by certified mail, return receipt requested, to the City, Attention: Airport Manager.

8.1.1 The above-stated property insurance shall be for the benefit and to safeguard the interests of the Lessee and City. Both the City and Lessee shall be named primary insureds.

8.1.2 If any losses are estimated to exceed one-third of the current value of the Facilities, the City shall solely adjust and settle such losses with the insurers. If the estimated loss does not exceed one-third of the current value of the Facilities, the loss shall be adjusted solely by the Lessee. Each party shall consult with the other obtain a settlement that covers the cost of repairing or rebuilding the improvements.

8.1.3 Lessee shall provide certificates of insurance, in a form acceptable to the City evidencing existence of all insurance required to be maintained prior to occupancy of the improvements. Upon the failure of Lessee to maintain such insurance as above provided, the City, at its option, may obtain such insurance (which may be single-interest) and charge the cost to Lessee as Additional Rent, which shall be payable on demand, or may give notice of default hereunder.

ARTICLE 9: LIABILITY INSURANCE AND INDEMNITIES

9.1 **The City shall not in any way be liable for any cost, liability, damage or injury, including cost of suit and expenses of legal services, claimed or recovered by any person or entity, or occurring on the Leased Premises, or the Airport, or as a result of any operations, works, acts or omissions performed on the Leased Premises, or the Airport, by**

Lessee, its agents, servants, employees or authorized tenants, or their guests or invitees. Lessee shall not in any way be liable for any cost, liability, damage or injury, including cost of suit and expenses of legal services, claimed or recovered by any person or entity, or occurring on the Leased Premises, or the Airport, or as a result of any operations, works, acts, or commission performed on the Leased Premises, or the Airport, solely by the City, their agents, servants, employees or authorized tenants, or their guests or invitees. In this regard, LESSEE expressly releases the City and each of its agents from their own negligence, , or other liability.

9.2 **Lessee agrees to indemnify, save and hold harmless, the City, their officers, agents, servants and employees, of and from any and all costs, liability, damage and expense, including costs of suit and reasonable expenses of legal services, claimed or recovered, justly or unjustly, falsely, fraudulently or frivolously, by any person, firm or corporation by reason of injury to, or death of, any person or persons, including City personnel, and damage to, destruction or loss of use of any property, including City property, directly or indirectly arising from, or resulting from, any operations, works, acts or omissions of Lessee, its agents, servants, employees, contractors, or authorized tenants. Upon the filing with the City by anyone of a claim for damages arising out of incidents for which Lessee herein agrees to indemnify and hold the City harmless, the City shall notify Lessee of such claim and in the event that Lessee does not settle or compromise such claim, then Lessee shall undertake the legal defense of such claim on behalf of Lessee and the City. It is specifically agreed, however, that the City at its own cost and expense, may participate in the legal defense of any such claim. Any final judgment rendered against the City for any cause for which Lessee is liable hereunder shall be conclusive against Lessee as to liability and amount upon the expiration of the time for appeal**.

9.3 Lessee shall procure and keep in force during the term of this Agreement policies of Commercial General Liability insurance, including airport premises, commercial general, and automobile, insuring Lessee and the City, as an additional insured, against any liability for personal injury, bodily injury, death, or property damage. The limits of the liability shall not be less than the lower of: (1) the amount specified in Landlord's Airport Minimum Standards ("AMS") for the type of activity occurring on the Leased Premises; or (2) combined single limit of $2,000,000. No such policies shall be cancelable or subject to reduction in coverage limits or other modification except after 30 days prior written notice to the City. The policies shall be for the mutual and joint benefit and protection of Lessee and the City, and such policies shall contain a provision that the City, although named as an insured, shall nevertheless be entitled to recovery under said policies for any loss occasioned to it, its servants, agents, citizens, and employees by reason of negligence of Lessee (i.e. a fellow-insured write-back endorsement). Lessee shall provide certificates of insurance, in a form acceptable to the City as evidencing existence of all insurance required to be maintained prior to the commencement of the Agreement. Any insurance policy herein required or procured by Lessee shall contain an express waiver of any right or subrogation by the insurance company against the City, and an endorsement stating that the indemnity obligations set forth above are covered by such insurance.

9.4 Lessee represents that it is the owner of or fully authorized to use any and all services, processes, machines, articles, marks, names or slogans used by it in its operations under

or in any way connected with this Agreement. Lessee agrees to save and hold the City, their officers, employees, agents and representatives free and harmless of and from any loss, liability, expense, suit or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright, or arising from any alleged or actual unfair competition or other similar claim arising out of the operations of Lessee under or in any way connected with this Agreement.

ARTICLE 10: SIGNS

Lessee shall have the right to install and maintain one or more signs on the Leased Premises identifying it and its operations. The subject matter, type, design, number, location and elevation of such signs, and whether lighted or unlighted, shall be subject to the Airport design standards, if any. No sign will be allowed that may be confusing to aircraft pilots or automobile drivers or other traffic.

ARTICLE 11: ASSIGNMENT AND SUBLEASE

The prior written consent of the City shall be required for any sale, transfer, assignment or sublease of this Agreement and of the leasehold estate hereby created. The sale by Lessee of a majority interest or voting control of its equity shall constitute a transfer. Any purported transfer made without prior written consent from the City is void.

ARTICLE 12: CONDEMNATION

12.1 If all or any portion of the Leased Premises is taken for any public or quasi-public purpose by any lawful power or authority by the exercise of the right of appropriation, condemnation or eminent domain (or pursuant to a sale to such power or authority under the threat of condemnation or eminent domain), all rentals payable hereunder with respect to that portion of the Leased Premises taken shall no longer be payable, and the proceeds, if any, from such taking or sale shall be allocated between the City and Lessee in accordance with the applicable condemnation law, with Lessee being entitled to compensation for the fair market value of the leasehold interest, improvements and personal property taken. If a portion of the Leased Premises is so taken or sold, and as a result thereof, the remaining part cannot reasonably be used to continue the authorized uses set forth in Article 3 hereof, then this Agreement shall terminate at Lessee’s election, and Lessee's obligation to pay rent and perform the other conditions of the lease shall be deemed to have ceased as of the date of such taking or sale.

12.2 The City expressly reserves the right to grant or take easements on rights-of-way across the Leased Premises if it is determined to be in the best interest of the City to do so. If the City grant or take an easement or right-of-way across any of the Leased Premises, Lessee shall be entitled only to compensation for damages to all improvements owned by Lessee destroyed or physically damaged thereby, but not to damages for loss of use of the Leased Premises itself. Damages to improvements shall be determined by the reduction in fair market value of the improvements caused by said damage or cost of repair, whichever is less.

12.3 Lessee understands and agrees that the City have the right to take all or any portion of the Leased Premises, and any additions, alterations or improvements thereon, should the City, in their sole discretion, determine that said portion of the Leased Premises, and improvements thereon, are required for other Airport purposes, without initiating condemnation proceedings. If such action is taken, the City shall substitute comparable areas within the Airport, or any additions or extensions thereof, brought to the same level of improvement as the area taken. The City shall bear all expenses of bringing the substituted area to the same level of improvement to the area taken, and of moving Lessee's improvements, equipment, furniture and fixtures to the substituted area. If any of Lessee's improvements, equipment, furniture or fixtures cannot be relocated, the City shall replace, at their own expense, such non-relocatable improvements and other property with comparable property in the substituted area, and the City shall be deemed the owner of the non-relocated improvements and other property, free and clear of all claims of any interest or title therein by Lessee, any mortgagee, or any other third party whomsoever. It is the specific intent of this subparagraph that Lessee would be placed, to the extent possible, in the same position it would have been, had the City not substituted new premises for the Leased Premises; provided however, that the City shall not be obligated to reimburse Lessee for lost revenues or other costs due to such substitution. Nothing in this subparagraph shall be construed to limit the City' rights to condemn Lessee's leasehold rights and interests in the Leased Premises pursuant to state law.

ARTICLE 13: NON-DISCRIMINATION

13.1 Lessee, for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the Leased Premises, for a purpose for which a United States government program or activity is extended, Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation- Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

13.2 Lessee, for itself, its personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

13.2.1 No person on the grounds of race, color, disability or national origin shall be excluded from participating in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Leased Premises;

13.2.2 That in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, disability or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination;

13.2.3 That Lessee shall use the Leased Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of

Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in federally- assisted programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

13.3 In this connection, the City reserve the right to take whatever action they might be entitled by law to take in order to enforce this provision following the 60 days written notice to Lessee of any alleged violation. This provision is to be considered as a covenant on the part of Lessee, a breach of which, continuing after notice by the City to cease and desist and after a determination that a violation exists made in accordance with the procedures and appeals provided by law, will constitute a material breach of this Agreement and will entitle the City, at their option, to exercise its right of termination as provided for herein, or take any action that it deems necessary to enforce compliance herewith.

13.4 Lessee shall include the foregoing provisions in every agreement or concession pursuant to which any person or persons, other than Lessee, operates any facility at the Leased Premises providing service to the public and shall include thereon a provision granting the City a right to take such action as the United States may direct to enforce such covenant.

ARTICLE 14: GOVERNMENTAL REQUIREMENTS

14.1 Lessee shall procure all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over Lessee's operations at the Leased Premises which may be necessary for Lessee's operations on the Airport.

14.2 Lessee shall pay all taxes, license, certification, permits and examination fees and excise taxes which may be assessed, levied, exacted or imposed on the Leased Premises or operation hereunder or on the gross receipts or gross income to Lessee there from, and shall make all applications, reports and returns required in connection therewith.

14.3 Lessee shall pay all water, sewer, utility and other applicable use taxes and fees, arising from its occupancy and use of the Leased Premises and/or the improvements thereon.

14.4 If the City is ever required to pay any of the foregoing, or is not paid any of the foregoing, then the City may collect such sums as additional rent.

ARTICLE 15: RIGHTS OF ENTRY RESERVED

15.1 City shall at all times during ordinary business hours have the right to enter upon the Premises and Improvements for the purposes of: (i) inspecting the same; (ii) confirming the performance by Lessee of its obligations under this Agreement; (iii) doing any other act which City may be obligated or have the right to perform under this Agreement or reasonably related thereto; and (iv) for any other lawful purpose. Such inspections shall be made only on 48 hour advance notice except in cases of emergency. Such notice shall be sufficient if prominently posted on the primary building for 48 hours prior to the inspection.

15.2 Without limiting the generality of the foregoing, the City, by its officers, employees, agents, representatives, contractors and furnishers of utilities and other services, shall have the right, at its own expense, to maintain existing and future Airport mechanical, electrical and other utility systems and to enter upon the easements in the Leased Premises to make such repairs, replacements or alterations as may be necessary or advisable, in the reasonable opinion of the City, and from time to time to construct or install over, in or under existing easements within the Leased Premises such systems or parts thereof and in connection with such maintenance use the Leased Premises existing easements for access to other parts of the Airport otherwise not conveniently accessible; provided, however, that in the exercise of such rights of access, repair, alteration or new construction, the City shall not install a utility under or through any building on the Leased Premises or unreasonably interfere with the actual use and occupancy of the Leased Premises by Lessee, all such utilities to be placed within existing easements, except as provided in Article 14. Reservation of the aforesaid right by the City shall not impose or be construed to impose upon the City any obligation to repair, replace or alter any utility service lines now or hereafter located on the Leased Premises for the purpose of providing utility services only to the Leased Premises; provided, however, that if they repair, replace or alter any utility service lines now or hereafter located on the Leased Premises for the purpose of providing utility services to others, the City will restore the Leased Premises to their preexisting condition in a timely manner. Lessee will provide for the installation, maintenance and repair, at its own expense, of all service lines of utilities providing services only to the Leased Premises. City will repair, replace and maintain all other utility lines, at City' expense.

15.3 If any personal property of Lessee shall obstruct access of the City across the existing easements to any of the existing utility, mechanical, electrical and other systems, and thus shall interfere with the inspection, maintenance or repair of any such system pursuant to Section 16.2, Lessee shall move such property, as directed by the City or said utility company, upon reasonable notice by the City, in order that access may be had to the system or part thereof for inspection, maintenance or repair. If Lessee shall fail to so move such property after direction from the City or said utility company to do so, the City or the utility company may move it, and Lessee waives any claim against the City for damages as a result there from, except for claims for damages arising from the City' negligence.

ARTICLE 16: TERMINATION

16.1 Upon default by Lessee in the payment of rent, additional rent, or other sums due under this Agreement, the City shall give written notice to Lessee of such default. If such default has not been cured by the tenth calendar day following notice of default, the City may terminate this Agreement.

16.2 This Agreement shall terminate, at the option of the City, upon the appointment of a receiver or trustee of all, or substantially all, of Lessee's assets by a court of competent jurisdiction. The term “trustee” shall not include a trustee appointed under Title 11 of the United States Code.

16.3 Upon the default by Lessee in the performance of any covenant or condition required to be performed by Lessee other than the payment of money, and the failure of Lessee to remedy such default for a period of 30 days after the City sends written notice to remedy the same, the City may terminate this Agreement, unless Lessee establishes that such default is incapable of cure

within 30 days, in which case Lessee shall not be in default if it diligently and continuously pursues cure of the default. In no event, however, shall the cure period extend beyond 180 days.

16.4 Upon termination of this Agreement for any reason, all rights of Lessee, authorized lessees, and any other person in possession shall terminate, including all rights or alleged rights of creditors, trustees, assigns, and all others similarly so situated as to the Leased Premises. Except as may be expressly provided to the contrary elsewhere herein, upon termination of this Agreement for any reason, the Leased Premises and all improvements located thereon, and all equipment and fixtures therein, shall be and become the property of the City, free and clear of all encumbrances and all claims of Lessee, its subtenants, creditors, trustees, assigns and all others, and the City shall have immediate right of possession of the Leased Premises and such improvements.

16.5 Failure by the City or Lessee to take any authorized action upon default by Lessee of any of the terms, covenants or conditions required to be performed, kept and observed by Lessee shall not constitute a waiver of said default nor of any subsequent breach or default of any of the terms, covenants and conditions in this Agreement. Acceptance of rentals by the City from Lessee, or performance by the City under the terms hereof, for any period or periods after a default by Lessee of any of the terms, covenants and conditions herein shall not be deemed a waiver or create an estoppel of any right of the City to terminate this Agreement for any subsequent failure by Lessee to so perform this Agreement.

16.6 If Lessee ceases to conduct its authorized Aeronautical Activities on the Leased Premises for a period of 12 consecutive months, the City may terminate this Agreement by written notice to Lessee given at any time while such cessation continues, unless Lessee resumes such activities within 60 days following receipt of written notice from the City of such intent to terminate this Agreement. An unauthorized sublease or assignment of Lessee's rights herein shall constitute a cessation of aeronautical activities.

ARTICLE 17: SURRENDER AND RIGHT OF RE-ENTRY

17.1 Upon the expiration, cancellation or termination of this Agreement pursuant to any terms hereof, Lessee agrees peaceably to surrender up the Leased Premises to the City in the condition required by Article 5. Upon such expiration, cancellation or termination, the City may re-enter and repossess the Leased Premises together with all improvements and additions thereto, or pursue any remedy permitted by law for the enforcement of any of the provisions of this Agreement, at the City's election.

17.2 If Lessee remains in possession of the Leased Premises after the expiration, cancellation or termination of this Agreement without written agreement with respect thereto, then Lessee shall be deemed to be occupying the Leased Premises as a tenant at-sufferance, subject to all of the conditions, provisions and obligations of this Agreement, but without any rights to extend the term of this Agreement. The City's acceptance of rent from Lessee in such event shall not alter the status of Lessee as a tenant at sufferance whose occupancy of the Leased Premises may be terminated by City at any time.

ARTICLE 18: SERVICES TO LESSEE

Except in cases of emergency, in which case no notice shall be required, City will endeavor to give not less than 14 days prior written notice to Lessee of any anticipated temporary Airport closure, for maintenance, expansion or otherwise. Notwithstanding the above, the City shall not be deemed to be in breach of any provision of this Article 19 in the event of a permanent closure of the Airport. Provided, however, that if such permanent closure is in connection with the construction of a new airport by the City, Lessee shall have the option to enter into a substitute hangar ground lease agreement with the City, for the use of a portion of such new airport not smaller than the Leased Premises, under financial terms which are no less favorable than those set forth herein.

ARTICLE 19: SURVIVAL OF THE OBLIGATIONS OF LESSEE

19.1 If this Agreement shall have been terminated due to default by Lessee in accordance with notice of termination as provided in Article 17, all of the obligations of Lessee under this Agreement shall survive such termination, re-entry, regaining or resumption of possession and shall remain in full force and effect for the full term of this Agreement, and the amount or amounts of damages or deficiency shall become due and payable to the City to the same extent, at the same time or times, and in the same manner as if no termination, re-entry, regaining or resumption of possession had taken place. The City may maintain separate actions each month to recover the damage or deficiency then due or at its option and at any time may sue to recover the full deficiency less the proper discount, for the entire unexpired term of this Agreement.

19.2 The amount of damages for the period of time subsequent to termination (or re-entry, regaining or resumption of possession) on account of Lessee's rental obligations shall be the sum of the following:

19.2.1 The amount of the total of all installments of rents, less the installments thereof payable prior to the effective date of termination; and

19.2.2 An amount equal to all expenses incurred by the City and not reimbursed in connection with regaining possession, restoring the Leased Premises required by paragraph 19, above, acquiring a new lease for the Leased Premises, legal expenses (including, but not limited to, attorneys' fees) and putting the Leased Premises in order.

19.3 There shall be credited to the account of Lessee against its survived obligations hereunder, the amount actually received from any lessee, licensee, permittee, or other occupier in connection with the use of the said Leased Premises or portion thereof during the balance of the term of use and occupancy as the same is originally stated in this Agreement, and the market value of the occupancy of such portion of the Leased Premises as the City may themselves during such period actually use and occupy. No such use and occupancy shall be, or be construed to be, an acceptance of a surrender of the Leased Premises, nor shall such use and occupancy constitute a waiver of any rights of the City hereunder.

19.4 The provisions of this Article 20 shall not be applicable to termination of this Agreement pursuant to Section 3.1.2 or if expressly provided to the contrary elsewhere in this Agreement.

ARTICLE 20: USE SUBSEQUENT TO CANCELLATION OR TERMINATION

The City shall, upon termination or cancellation, or upon re-entry, regaining or resumption of possession, have the right to repair and to make structural or other changes in the Leased Premises, including changes which alter its character and the suitability thereof for the purposes of Lessee under this Agreement, without affecting, altering or diminishing the obligations of Lessee hereunder, provided that any structural changes shall not be at Lessee's expense.

ARTICLE 21: NOTICES

21.1 Any notice, consent, approval or other communication given by either party to the other relating to this Agreement shall be in writing, and shall be delivered in person, sent by certified mail, return receipt requested, sent by reputable overnight courier, or sent by facsimile transmission (with evidence of such transmission received) to such other party at the respective addresses set forth below (or at such other address as may be designated from time to time by written notice given in the manner provided herein). Such notice shall, if hand delivered or personally served, be effective immediately upon receipt. If sent by certified mail, return receipt requested, such notice shall be deemed given on the third business day following deposit in the United States mail, postage prepaid and properly addressed; if delivered by overnight courier, notice shall be deemed effective on the first business day following deposit with such courier; and if delivered by facsimile, notice shall be deemed effective when received. Notice to the City is not effective unless sent concurrently to BOTH the City Attorney and the Airport Manager.

21.2 The notice addresses of the parties are as follows:

To the City:

Airport Manager
Georgetown Executive Airport
500 Terminal Drive
Georgetown, TX 78628
Telephone: 512-930-8464

City Attorney
City of Georgetown, Texas
510 W. 9th Street
Georgetown, Texas 78728
Telephone: 512-930-8165

To Lessee: Larry Wood
201 D Hangar Dr
Georgetown Texas 78628

ARTICLE 22: SUBORDINATION CLAUSES

22.1 This Agreement is subject and subordinate to the following:

22.1.1 The City reserves the right to develop and improve the Airport as it sees fit, regardless of the desires or view of Lessee, and without interference or hindrance by or on behalf of Lessee, provided Lessee is not deprived of the use or access to the Leased Premises or any of Lessee's rights under this Agreement and unless said activities by the City shall result in the loss of convenient access to the Leased Premises by motor vehicles and/or aircraft owned or operated by Lessee or Lessee's assigns, subtenants, renters, agents, employees or invitees.

22.1.2 The City reserves the right to take any action it considers necessary to protect the aerial approaches to the Airport against obstruction, together with the right to prevent Lessee from erecting or permitting to be erected any building or other structure on the Airport which would limit the usefulness of the Airport or constitute a hazard to aircraft.

22.1.3 This Agreement is and shall be subordinate to the provision of existing and future agreements between the City and the United States or the State of Texas relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the obtaining or expenditure of federal funds, services, or property for the benefit of the Airport.

22.1.4 During national emergency, the City shall have the right to lease all or any part of the landing area or of the airport to the United States or Texas National Guard for military use, and if any such lease is executed, the provisions of this Agreement insofar as they may be inconsistent with the provisions of such lease to the government, shall be suspended, but such suspension shall not extend the term of this Agreement. Abatement of rentals shall be reasonably determined by the City and Lessee in proportion to the degree of interference with Lessee's use of the Leased Premises. Lessee is notified that pursuant to the terms of the 1942 transfer of the Airport from the United States to the City, during time of national emergency the Secretary of Defense may designate all or any portion of the Airport subject to the exclusive use of the United States.

22.1.5 Except to the extent required for the performance of any obligations of Lessee hereunder, nothing contained in this Agreement shall grant to Lessee any rights whatsoever in the airspace above the Leased Premises other than those reasonably necessary to Lessee's enjoyment of the Leased Premises and City' Airport facilities and which are consistent with Federal Aviation Administration rules, regulations and orders currently or subsequently effective. Further, Lessee's rights in airspace above the Leased Premises and the Airport and the Airport facilities shall be not less than the rights therein by other users of the Airport and Airport facilities.

ARTICLE 23: GENERAL PROVISIONS

23.1 Remedies Nonexclusive. All remedies provided in this Agreement shall be deemed cumulative and additional and not in lieu of, or exclusive of, each other, or of any other remedy available to the City, or Lessee, at law or in equity, and the exercise of any remedy, or the existence herein of other remedies or indemnities shall not prevent the exercise of any other remedy provided that the City' remedies in the event of default shall not exceed those set forth in this Agreement.

23.2 Individuals Not Liable. No director, officer, agent or employee of the City shall be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement or of any supplement, modification or amendment to this Agreement because of any breach thereof, or because of his or their execution or attempted execution thereof.

23.3 Estoppel Certificate. At the request of Lessee in connection with an approved assignment of its interest in this Agreement, the City shall execute and deliver a written statement identifying itself as the Lessor under this Agreement and certifying such facts as may actually be true.

23.4 Recording of Lease. This Agreement shall be recorded by the City, and the costs of such recordation, and any closing costs associated with this Agreement, its execution and recordation, shall be billed to and paid by Lessee as additional rent. The City may file an appropriate UCC notice advising of its contractual landlord liens herein.

23.5 Dispute Resolution. This Agreement shall be performable and enforceable in Williamson County, Texas, and shall be construed in accordance with the laws of the State of Texas. Exclusive jurisdiction and venue for all disputes between the parties shall lie in the state courts located within Williamson County, Texas. The parties waive right to trial by jury.

23.6 No Third Party Beneficiaries. This Agreement is made for the sole and exclusive benefit of the City and Lessee, their successors and assigns, and is not made for the benefit of any third party.

23.7 No Oral Agreements; Integration. All prior oral and written communications between agents of the parties are deemed to be merged and integrated into this document, and the parties disclaim reliance upon any such communications. This Agreement constitutes the entire agreement of the parties hereto and may be changed, modified, discharged or extended by written instrument duly executed by the City and Lessee. The parties agree that no representations or warranties shall be binding upon the City or Lessee unless expressed in writing.

23.8 Quite Enjoyment. The City covenants and warrants that it is the owner of the Leased Premises and that Lessee upon payment of rentals herein provided for and performance of

provisions on its part to be performed, shall and may peacefully possess and enjoy the Leased Premises during the term hereof and any extensions hereof without any interruption or disturbance.

23.9 Severability. The invalidity of any provisions, articles, paragraphs, portions or clauses of this Agreement shall have no effect upon the validity of any other part or portion hereof, so long as the remainder shall constitute an enforceable agreement. Furthermore, in lieu of such invalid provisions, articles, paragraphs, portions or clauses, there shall be added automatically as a part of this Agreement, a provision as similar in terms to such invalid provision as may be possible and be legal, valid and enforceable.

ARTICLE 24: HAZARDOUS MATERIALS

24.1 Lessee shall not cause or permit any Hazardous Materials to be used, produced, stored, transported, brought upon, or released on, under, or about the Premises or the Airport by Lessee or Lessee's Associates in violation of applicable federal, state, or local environmental laws, regulations, and ordinances ("Environmental Laws"). Lessee is responsible for any such violation as provided in this Agreement, and shall fully indemnify and hold harmless the City from all fees, fines, costs and damages related in any manner to any release of Hazardous Material or legal violation.

24.2 Lessee agrees that in the event of a release or threat of release of any Hazardous Material by Lessee at the Airport, Lessee shall provide Lessor with prompt notice of the same. Lessee shall respond to any such release or threat of release in accordance with applicable Laws and Regulations. If Lessor has reasonable cause to believe that any such release or threat of release has occurred, Lessor may request, in writing, that Lessee conduct reasonable testing and analysis (using qualified independent experts acceptable to Lessor) to show that Lessee is complying with applicable Environmental Laws. Lessor may conduct the same at Lessee's expense if Lessee fails to respond in a reasonable manner. Lessee shall cease any or all of Lessee's activities as Lessor determines necessary, in its sole and absolute discretion, in connection with any investigation, cure, or remediation. If Lessee violates any Environmental Laws at the Airport (whether due to the release of a Hazardous Material or otherwise), Lessee, at Lessee's expense, shall have the following obligations, which shall survive any expiration or termination of this Agreement: (i) promptly remediate such violation in compliance with applicable Environmental Laws; (ii) submit to Lessor a written remediation plan, and Lessor reserves the right to approve such plan (which approval shall not be unreasonably withheld) and to review and inspect all work; (iii) work with Lessor and other governmental authorities having jurisdiction in connection with any violation; and (iv) promptly provide to Lessor copies of all documents pertaining to any environmental concern that are not subject to Lessee's attorney-client privilege.

24.3 To the extent that Lessee is a co-permittee with Lessor in connection with any permit relating to the environment at the Airport, or to the extent that any of Lessee's operations in connection with this Agreement or otherwise may impact Lessor's compliance with any such permit, Lessee shall work cooperatively with Lessor and other lessees and take all actions necessary to ensure permit compliance, and minimize the cost of such compliance, for the benefit of Airport operations.

24.4 Upon any expiration or termination of this Agreement, and upon any change in possession of the Premises authorized by Lessor, Lessee shall demonstrate to Lessor's reasonable satisfaction that Lessee has removed any Hazardous Materials and is in compliance with applicable Environmental Laws. Such demonstration may include, but is not limited to, independent analysis and testing to the extent that facts and circumstances warrant analysis and testing, such as evidence of past violations or specific uses of the premises. These obligations survive any termination of this Agreement.

CITY OF GEORGETOWN, TEXAS

_____
Josh Schroeder, Mayor

ATTEST:

_____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

_____
Skye Masson, City Attorney

LESSEE
Wood Aviation Inc

By: _____
Larry Wood, President

EXHIBIT A—LEASE DESCRIPTION

City of Georgetown, Texas
City Council
February 24, 2026

SUBJECT:
Airport Facility Lease with Thomas Raveney

SUGGESTED ACTION:
Consideration and possible action to approve an airport facility lease between Thomas Raveney and the City of Georgetown -- Matthew Sommerfeld, Airport Manager, and Eric Johnson, Public Works Director

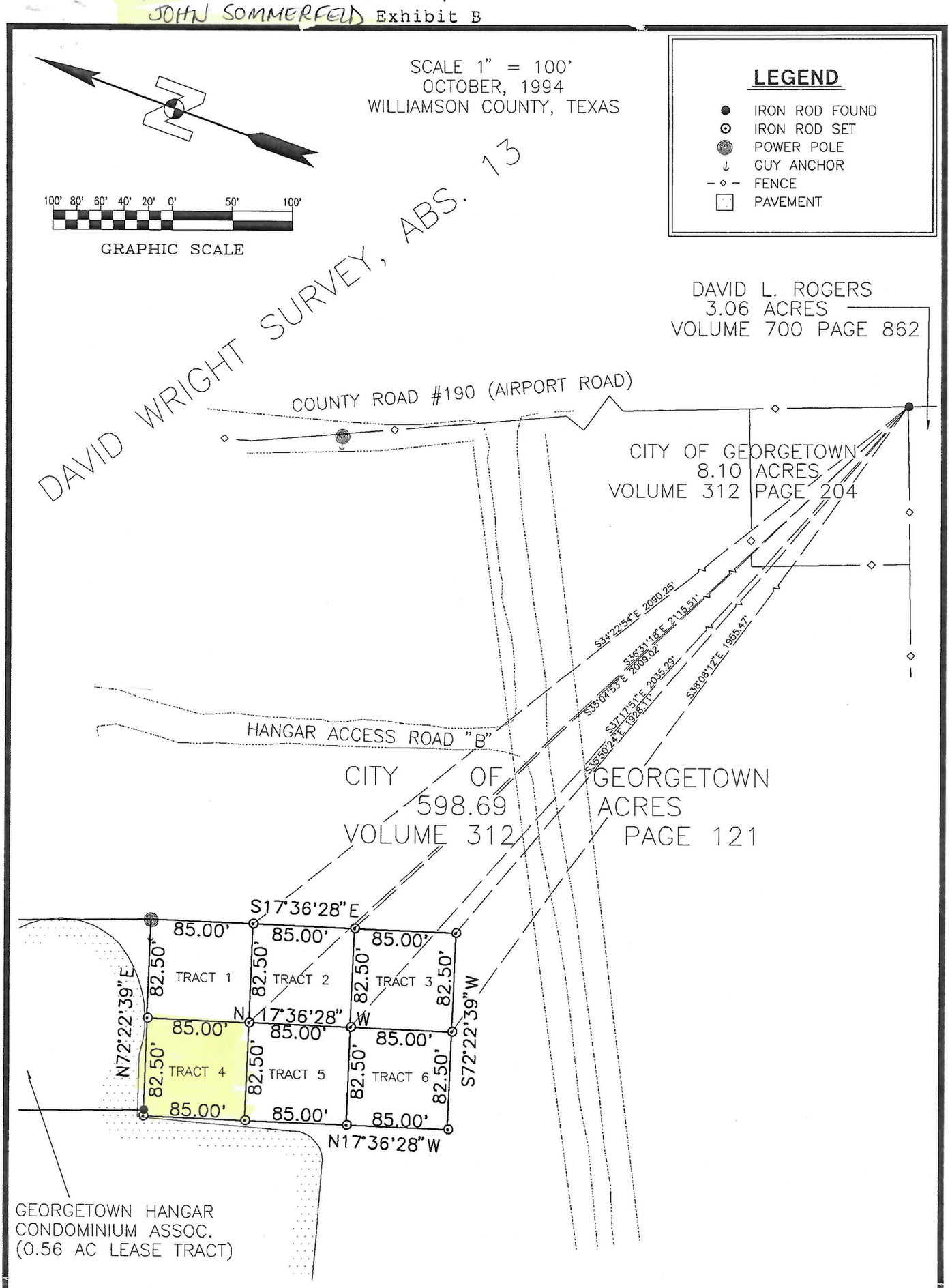
ITEM SUMMARY:
A facility lease of approximately 7,012.5 square feet at a lease rate of $2.11, approximately $1233.75 monthly. The initial lease term of the facility lease is five years, commencing on March 1st, 2026, and will expire on February 28th, 2031. The lease includes one additional five-year option period, subject to City approval.

FINANCIAL IMPACT:
The facility lease rate for the airport is approximately $14,805.00 with annual CPI adjustments.

SUBMITTED BY:
Anne Pogson, Public Works

ATTACHMENTS:
201 C Hangar Dr Exhibit A & Field Notes.pdf
Thomas_Raveney_Facility_Lease_V.2.pdf

201-C HANGAR DR. L19
JOHN SOMMERFELD Exhibit B



SRI
SURVEY RESOURCES INC.

206 WILD BASIN ROAD
SUITE #200
P. O. BOX 162690
AUSTIN, TEXAS
78716-2690
(512) 328-8221

SKETCH TO ACCOMPANY
FN 5004-
FN 5009

CAD FILE 242901-2.DWG

201-C HANGAR DR. Exhibit A
JOHN SOMMERFELD

0.161 Acres
Georgetown Airport
Tract 4

F.N. 5007 (JMC)
October 20, 1994
SRI Job No. 2429-01

A DESCRIPTION OF A 0.161 ACRE TRACT OF LAND OUT OF THE DAVID WRIGHT SURVEY, ABSTRACT NO. 13 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 598.69 ACRE TRACT OF LAND DESCRIBED IN A DEED TO THE CITY OF GEORGETOWN, TEXAS, RECORDED IN VOLUME 312, PAGE 121 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.161 ACRE AS SHOWN ON THE ACCOMPANYING SKETCH AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an 1/2-inch iron rod set for the most easterly corner of this tract, from which an iron rod found in the west right-of-way line of County Road 190 (Airport Road), being also the southeast corner of that certain 8.10 acre tract of land described in a deed to the City of Georgetown, Texas, recorded in Volume 312, Page 204 of the Deed Records of Williamson County, Texas, and being the northeast corner of that certain 3.06 acre tract of land described in a deed to David L. Rogers, recorded in Volume 700, Page 862 of the Deed Records of Williamson County, Texas, bears S 36° 31′ 18" E, a distance of 2115.51 feet;

THENCE, crossing said 598.69 acres with the southeast line of this tract, S 72° 22′ 39" W, a distance of 82.50 feet to an 1/2-inch iron rod set for the most southerly corner of this tract;

THENCE, continuing across said 598.69 acres with the southwest line of this tract, N 17° 36′ 28" W, a distance of 85.00 feet to an 1/2-inch iron rod set in the south line of a 0.56 acre tract currently leased to Georgetown Hanger Condominium Association for the most westerly corner of this tract;

THENCE, continuing across said 598.69 acres with the northwest line of this tract, being also the south line of said 0.56 acre lease tract, N 72° 22′ 39" E, a distance of 82.50 feet to an 1/2-inch iron rod set for the most northerly corner of this tract;

THENCE, continuing across said 598.69 acres with the northeast line of this tract, S 17° 36′ 28" E, a distance of 85.00 feet to the POINT OF BEGINNING and containing 0.161 acre of land.

THE STATE OF TEXAS ⌇
⌇ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS ⌇

That I, R. David Strutton, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground during October, 1994 under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 25th day of October, 1994 A.D.

SURVEY RESOURCES, INC.
P.O. Box 162690
Austin, Texas 78716-2690

STATE OF TEXAS
REGISTERED
R. DAVID STRUTTON
4312
PROFESSIONAL
LAND SURVEYOR

R. David Strutton
R. David Strutton
Registered Professional Land Surveyor
No. 4312 - State of Texas

FACILITY LEASE AGREEMENT

CITY OF GEORGETOWN, TEXAS

Facility Lessor

AND

Thomas Raveney
201 C Hangar Dr
Georgetown Texas 78628
Lessee

LEASE AGREEMENT

THIS FACILITY LEASE ("Agreement") is effective this ___ day of ___ 20__ between the City of Georgetown, Texas, home-rule city ("City" or "Lessor") and Thomas Raveney. ("Lessee")

Preliminary Statements

A. The City owns and operates an airport known as the Georgetown Executive Airport at Johnny Gantt Field (KGTU) located in Williamson County, Texas (the "Airport");

B. The City and Lessee desire to enter into this Agreement for the use and occupancy of certain areas at the Airport

C. The City desires to accommodate, promote and enhance general aviation at the Airport. Lessee desires assurance of the Airport's continued availability as a base for aircraft; and

D. In consideration of the premises and of the rents, covenants and conditions herein contained, the City does hereby lease to Lessee the area(s) of the Airport described in Article 2 hereof (the "Leased Premises"), as follows:

ARTICLE 1: TERM AND OPTION

1.1 The initial term of this Agreement shall commence on March 1st, 2026, and expire at – 11:59 p.m. on February 28th, 2031 (the "Initial Term"), unless sooner terminated in accordance with this Agreement.

1.2 Subject to the conditions herein, Lessee shall have the option to extend the term of this Agreement for five years, hereinafter the "Extended Term(s)," provided that: (1) at the time of such exercise and on the day preceding commencement of any Extended Term, Lessee is not in default in the payment of any rent or in default in any other provisions of this Agreement. Lessee may exercise such option by giving written notice of such extension to the City not more than 18 months, nor less than nine months, prior to the expiration of the Initial Term or the then-current Extended Term. The exercise of any term option shall be contingent upon the completion of a condition inspection and approval in accordance with Section 5.27. The terms of this Agreement shall remain applicable during any Extended Term, and rent shall escalate throughout the Initial Term and any Extended Term as provided in Article 4.

ARTICLE 2: DESCRIPTION OF LEASED PREMISES

The Leased Premises consist of the parcel of land described in Exhibit "A," having a stipulated area of approximately 7,012.50 square feet. The Lessee acknowledges that: (1) the Lessor makes no representations or warranty regarding the suitability of the Leased Premises for the Lessee's intended purposes or the presence or absence of environmental, geologic, or other site conditions that may affect the Lessee's use of the Leased Premises; (2) Lessee accepts full responsibility for determining the suitability of the Leased Premises for its intended purposes; (3)

Lessee has inspected and performed all tests and investigations of the Leased Premises for its intended purposes; and (4) Lessee is accepting the Leased Premises "as is," in their present condition. Lessee expressly disclaims reliance upon any statement, oral or written, made by any agent of the City concerning the condition, suitability, or business prospects of the Leased Premises.

ARTICLE 3: USE OF LEASED PREMISES

3.1 Lessee shall use and occupy the Leased Premises for the following purposes and for no other purpose whatsoever unless approved in writing by City:

3.1.1 For the operation of the existing structures (the "Hangar") to be used for the parking, storage, servicing, and repair of aircraft, the storage and sale of aircraft parts, and parking for employee and customer automobiles. All uses for which an FBO or SASO license are required, require approval of the Airport Manager and such other approvals as are set forth in the Airport Rules and Minimum Standards. No sublease or assignment shall be valid unless approved in writing by the City and conforms to all applicable laws and the Airport Rules and Minimum Standards then in effect (the "Rules" and "Minimum Standards"). Any commercial use must also be consistent with the City of Georgetown, Texas, building, use and zoning regulations and requirements applicable to the Leased Premises. Lessee warrants that all aircraft based at the Leased Premises shall comply with noise standards established under Part 36 of Title 14 of the Code of Federal Regulations, ("FAR 36") as amended from time to time. The Leased Premises shall not be used for residential purposes. Lessee shall comply with all Grant Assurances in favor of the State of Texas or the United States. All of Lessee's rights shall be subordinate to such Grant Assurances and other obligations to the United States or State of Texas.

3.1.2 The City makes no representations, guarantees, or warranties that the Leased Premises may be lawfully used for the purposes set forth in this Article 3.1. Lessee shall have the sole responsibility of obtaining all applicable permits or other governmental approvals necessary to use the Leased Premises. This Agreement is expressly conditioned upon Lessee obtaining all such permits and approvals, and the failure of Lessee to obtain any such permits or approvals within six months following the commencement date set forth in Article 1.1 shall constitute an event of default. The failure of Lessee to maintain any such permits or approvals during the term of this Agreement shall result in termination of this Agreement pursuant to Article 18.

3.1.3 During the term of this Agreement, Lessee must use the facility for Aeronautical Activities only, unless the prior written permission of the City is first obtained. The term "Aeronautical Activities" shall mean any activity or service that involves, makes possible, facilitates, is related to, assists in, or is required for the operation of aircraft, or which contributes to or is required for the safety of aircraft operations.

3.1.4 City reserves unto itself, its patrons, visitors, and other lessees and their patrons, visitors, and employees, the right of flight for the passage of aircraft above the surface of the Leased Premises, together with the right to cause in such air space such noise, dust, interference as may be inherent in the operation of aircraft now known or hereafter in use, including the right of using said air space for landing at, taking off from, or operating at or near the Airport.

3.1.5 This Agreement is subject to the right of the United States of America to have exclusive or non-exclusive use, control and possession, without charge, of the Airport or any portion thereof during periods of national emergency.

ARTICLE 4: RENT

4.1 Lessee agrees to pay the City during the Initial Term hereof an annual base rent of $14,805 or $1,233.75 per month.

4.2 On March 1st, 2027, of the lease term, and on each anniversary date thereafter, the annual rent shall be adjusted by multiplying the annual rent payable in the next preceding year by a fraction, the numerator of which shall be the C.P.I., as hereinafter defined, published for the previous month and the denominator of which shall be the C.P.I. published for the month which preceded by 12 months the month used as the numerator. In no event shall the annual rent be reduced from that payable in a previous year. If Lessee has been granted and elects to exercise an option period, the rental rate of the option period will be at prevailing market rates set by the airport. Within 60 days following notice of intent to exercise an option for an Extended Term, the City shall give notice of the prevailing market rate. If Lessee disputes such rate, it may: (1) withdraw its notice of term extension within 10 days following receipt of the prevailing market rate from the City; or (2) advise the City that Lessee will renew at a market rate to be determined by an American Society of Appraisers ("ASA") certified appraiser. Such ASA appraiser shall be agreed upon by the parties within 10 days, or in the absence of agreement shall be appointed by the ASA. The decision of the appraiser shall be conclusive. All costs of appraisal shall be paid by Tenant.

4.2.1 The term "C.P.I." as used herein shall mean the Consumer Price Index for all urban consumers, all items, selected large city for the Dallas-Arlington-Ft Worth Area as published by the Bureau of Labor Statistics of the United States Department of Labor, 1982-84 base = 100. In the event the base year is changed, the CPI shall be converted to the equivalent of the base year 1982-84=100. In the event the Bureau of Labor Statistics ceases to use C.P.I., or this index, an equivalent or comparable economic index will be used.

4.3 The rent payable hereunder may be paid in advance in annual installments or shall be paid in equal monthly installments on the first day of each month in advance at such office as may be directed in writing by the City. Payments due to the City under this Agreement shall be paid without offset of any kind, and Lessee waives all common law and statutory rights of offset. In addition to any other remedies provided in this Agreement, if any rental, fee, charge, or other item of Additional Rent set forth in this Agreement is not paid to the City within 15 days of the date due, Lessee agrees to pay a late charge of 10% for each such late payment, and default interest shall accrue on such payment from 30 days after the date the payment was due, at a rate of 12% per annum.

4.4 Lessee shall keep the Leased Premises, and all structures constructed by Lessee on the Leased Premises or located on the Leased Premises (collectively, the "Improvements"), free and clear of any liens and encumbrances, and shall indemnify, hold harmless and defend the City from any liens and encumbrances arising out of any work performed or materials furnished by or

at the direction of Lessee. If any lien is filed, Lessee shall do all acts necessary to discharge such lien within ten days of filing, or if Lessee desires to contest any lien, then Lessee shall deposit with the City such security as the City shall reasonably demand to insure the payment of the lien claim. If Lessee shall fail to pay any lien claim when due or shall fail to deposit the security with the City, then the City shall have the right to expend all sums necessary to discharge the lien claim, and Lessee shall pay the City, as additional rental when the next rental payment is due, all sums expended by the City in discharging any lien, including reasonable attorneys' fees and costs, and interest at 12% on the sums expended by the City from the date of expenditure to the date of payment by Lessee.

4.5 Lessee agrees to comply with the Airport Rules and Minimum Standards adopted by the City for the Airport, as they now exist or as they may hereafter be adopted or amended. Fees due under such Minimum Standards or pursuant to any license issued for commercial activities conducted in whole or part on the Leased Premises, may be collected by the City as additional rent under this Agreement, in addition to any other remedies available to the City.

4.6 Holdover rent shall be due at the rate of 200% of ordinary rent.

ARTICLE 5: ACCEPTANCE, CARE, MAINTENANCE, IMPROVEMENTS AND REPAIR

5.1 Lessee acknowledges that it has inspected every aspect of the Leased Premises, conducted such studies and tests thereof (including environmental tests) as it deems necessary, and accepts possession of the Leased Premises "as is" in its present condition, and, subject to all limitations imposed upon the use thereof by the rules and regulations of the Federal Aviation Administration, the rules and regulations of the Airport, and by ordinances of the City, and admits its suitability and sufficiency. Except as may otherwise be provided in Section 5.3, the City shall not be required to maintain nor to make any improvements, repairs or restoration upon or to the Leased Premises or to any of the improvements presently located thereon or placed thereon by Lessee. The Lessee stipulates that it shall be solely responsible for all regular, irregular, ordinary, and capital maintenance and repair of the Leased Premises at its sole cost.

5.2 Lessee shall, throughout the term of this Agreement, conduct all repair and maintenance whatsoever on the Leased Premises and all improvements thereon, and shall perform in a good workmanlike manner all necessary repairs, maintenance, whether ordinary or extraordinary, structural or otherwise. Additionally, Lessee, without limiting the generality hereof, shall:

5.2.1 Keep at all times, in a clean and orderly condition and appearance, the Leased Premises, all improvements thereon and all of Lessee's fixtures, equipment and personal property which are located on any part of the Leased Premises. Lessee shall not park or leave, or allow to be parked, aircraft on the taxiways, ramps or pavement adjacent to any Hangar in a manner which unduly interferes with or obstructs access to other hangars or movement on adjacent taxiways.

5.2.2 Provide and maintain on the Leased Premises all obstruction lights and similar devices, and safety equipment required by law.

5.2.3 Take measures to prevent erosion, including without limitation the planting and replanting of grasses with respect to all portions of the Leased Premises not paved or built upon. Lessee shall maintain and replant any landscaped areas.

5.2.4 Be responsible for the maintenance and repair of all utility services lines placed on the Leased Premises and used by Lessee exclusively, including without limitation water lines, gas lines, electrical power and telephone conduits and lines, sanitary sewers and storm sewers.

5.2.5 If Lessee discovers any hazardous material on the Leased Premises, it will promptly notify the City in writing.

5.2.6 The City shall have the right to conduct periodic detailed inspections of the Leased Premises not more often than twice per year. If any maintenance deficiencies are discovered for which Lessee is responsible under this Agreement, the City may require Lessee to correct such deficiencies, whether ordinary or capital in nature.

5.27 Commencing on the fourth anniversary and each subsequent fourth year (2030 and 2034), the tenant shall provide the City with an inspection report of the leasehold property prepared by a mutually acceptable licensed engineer or architect licensed to do business in the state of Texas, attesting to the condition of the property and addressing all repairs, replacements needed to maintain the required state of condition of the property. If the parties cannot agree upon an engineer or architect, one shall be selected by the City.

ARTICLE 6: ADDITIONAL OBLIGATIONS OF LESSEE

6.1 Lessee shall conduct its operations in an orderly and proper manner, considering the nature of such operations, so as not to unreasonably annoy, disturb, endanger or offend others.

6.2 Further, Lessee shall take all reasonable measures:

6.2.1 To reduce to a practicable minimum vibrations tending to damage any equipment, structure, buildings or portions of buildings.

6.2.2 Not to produce or allow to be produced on the Airport, through the operation of machinery or equipment, any electrical, electronic or other disturbances that interfere with the operation by the City or the Federal Aviation Administration of air navigational, communication or flight equipment on the Airport or on aircraft using the Airport, or with ground transportation communications.

6.3 Lessee and its agents shall comply with all federal, state and municipal laws, ordinances, rules, regulations and requirements, the Airport's Minimum Standards, Airport security rules and regulations, and other Airport Rules and regulations, as they now exist or may hereafter be amended or promulgated.

6.4 Lessee shall commit no nuisance, waste or injury on the Leased Premises, and shall not do, or permit to be done, anything that may result in the creation, commission or maintenance of such nuisance, waste or injury on the Leased Premises.

6.5 Lessee shall neither do nor permit anything which may interfere with the effectiveness or accessibility of the drainage system, sewerage system, fire protection system, sprinkler system, alarm system and fire hydrants and hoses, if any, installed or located on the Leased Premises.

6.6 Lessee shall neither do nor permit any act or thing which will invalidate or conflict with any fire insurance policies or regulations applicable to the Leased Premises or other contiguous premises at the Airport.

6.7 Lessee shall not install, maintain, operate or permit the installation, maintenance or operation of any restaurant, kitchen, stand or other establishment of any type for the sale of food unless required permits for that activity are first obtained from the City.

6.8 Lessee will conduct its operations in such a manner as to keep the noise produced by aircraft engines and component parts thereof, and any other noise, to a minimum, by such methods as are practicable, considering the extent and type of the operations of Lessee and the limitations of federal law. In addition, Lessee will employ the maximum amount of noise arresting and noise reducing devices that are available and economically practicable, considering the extent of their operations, but in no event less than those devices required by federal, state or local law. In its use of the Leased Premises, Lessee shall take all possible care, exercise caution, and use commercially reasonable efforts to minimize prop or jet blast interference and prevent jet blast damage to aircraft operating on taxiways and to buildings, structures and roadways, now located on or which in the future may be located on areas adjacent to the Leased Premises. If the City determines that Lessee has not curbed the prop or jet blast interference or damage, Lessee covenants to erect and maintain at its own expense such structure or structures as may be necessary to prevent prop or jet blast interference, subject, however, to the prior written approval of the City as to type, manner and method of construction.

6.9 Lessee shall not store nor permit the storage of disabled aircraft, vehicles, or any equipment or materials outside of the Leased Premises, without the written approval of the City. No aircraft that is unairworthy may remain outside of a hangar for more than 20 days. Concerning any aircraft that has remained outside the hangars on the Leased Premises for more than 20 days, upon request Lessee shall provide written certification from an FAA licensee holding Inspection Authorization stating such aircraft is airworthy. If Lessee fails to comply with this requirement after a written request by Lessee to comply, Lessor may (but is not required to) cause the removal of any such aircraft at Lessee's expense by any means that Lessor determines, in its sole discretion, to be in Lessor's best interests. The costs of such removal shall constitute additional rent.

6.10 On forms and at the frequency prescribed by the Airport Manager, and with respect to each aircraft stored on the Leased Premises, Lessee shall provide the City with the (a) make and model, (b) N-number, and (c) identity and address of the registered owner. This requirement shall

apply to aircraft whether owned by Lessee or another party, and regardless of whether its storage is subject to the Minimum Standards or Rules.

6.11 Lessee shall obtain and maintain in current status all permits and licenses required under any law or regulation. If Lessee receives notice from any governmental entity that Lessee lacks, or is in violation of, any such permit or license, Lessee shall provide City with timely written notice of the same.

6.12 Lessee shall pay (before their respective due dates) all taxes, fees, assessments, and levies that relate to Lessee's use, occupancy, or operations at the Leased Premises or the Airport, and all other obligations for which a lien may be created thereto (including, but not limited to, utility charges and work for any improvements for which the City is not obligated to pay).

6.13 In addition to Lessee's indemnification obligations set forth in this Agreement, Lessee, at Lessee's sole cost, shall repair or replace (to Lessor's reasonable satisfaction) any damaged property that belongs to Lessor or Lessor's other lessees to the extent that such damage arises from or relates to an act or omission of Lessee or Lessee's Associates. Lessee shall promptly notify Lessor of any such property damage. If Lessee discovers any other potential claims or losses that may affect Lessor, Lessee shall promptly notify Lessor of the same.

6.14 Lessee shall comply with all security measures that Lessor, the United States Transportation Security Administration, or any other governmental entity having jurisdiction may require in connection with the Airport, including any access credential requirements, any decision to remove Lessee's access credentials, and any civil penalty obligations and other costs arising from a breach of security requirements caused or permitted by Lessee or Lessee's Associates. Lessee agrees that Airport access credentials, if adopted in the future, shall be the property of Lessor and may be suspended or revoked by Lessor in its sole discretion at any time. Lessee shall pay all fees associated with such credentials, and Lessee shall immediately report to the Airport Manager any lost credentials or credentials that Lessee removes from any employee or any of Lessee's Associates. Lessee shall protect and preserve security at the Airport.

6.15 When consistent with Laws and Regulations, Lessee shall promptly remove or cause to be removed from any portion of the Airport not leased by Lessee the Aircraft or any other aircraft that Lessee owns or controls if it becomes unairworthy. Lessee may store such aircraft within Lessee's enclosed improvements.

ARTICLE 7: INGRESS AND EGRESS

7.1 Lessee shall have the right of ingress and egress between the Leased Premises and the public landing areas at the Airport by means of connecting taxiways; and between the Leased Premises and the entrance(s) to the Airport by means of connecting paved roads. Lessee shall have the right to use the public runways and public aviation aids at all times during which they are open to the public. Such rights of ingress, egress and use shall be in common with others having rights of use and passage thereon.

7.2 The use of any roadways or taxiways shall be subject to the Rules and Minimum Standards of the Airport, which are now in effect or which may hereafter be promulgated, and subject to temporary closure; provided, however, that any closure shall be only for reasonably necessary or unique circumstances, and provided that three days prior written notice will be given to Lessee relevant to any closure, unless such closure is necessary due to emergency. Lessee, for itself and its authorized subtenants, hereby releases and discharges the City, their officers, employees and agents, and all their respective successors and assigns, of and from any and all claims, demands, or causes of action which Lessee or its authorized subtenants may now or at any time hereafter have against any of the foregoing, arising or alleged to arise out of the closing of any street, roadway or other area, provided that other reasonable means of access to the Leased Premises remain available to Lessee without cost to Lessee, unless otherwise mandated by emergency safety considerations or lawful exercise of the police power. Lessee shall not do or permit anything to be done which will interfere with the free access and passage of others to space adjacent to the Leased Premises or in any streets or roadways on the Airport.

ARTICLE 8: INSURANCE AND DAMAGE TO THE LEASED PREMISES

8.1 Lessee, at its sole cost and expense, shall procure and maintain throughout the term of this Agreement insurance protection for all risk coverage on the improvements which are part of the Leased Premises, to the extent of one hundred percent (100%) of the actual replacement cost thereof. Such insurance shall be written by insurers reasonably acceptable to the City. The insurance shall provide for 30 days' notice of cancellation or material change, by certified mail, return receipt requested, to the City, Attention: Airport Manager.

8.1.1 The above-stated property insurance shall be for the benefit and to safeguard the interests of the Lessee and City. Both the City and Lessee shall be named primary insureds.

8.1.2 If any losses are estimated to exceed one-third of the current value of the Facilities, the City shall solely adjust and settle such losses with the insurers. If the estimated loss does not exceed one-third of the current value of the Facilities, the loss shall be adjusted solely by the Lessee. Each party shall consult with the other obtain a settlement that covers the cost of repairing or rebuilding the improvements.

8.1.3 Lessee shall provide certificates of insurance, in a form acceptable to the City evidencing existence of all insurance required to be maintained prior to occupancy of the improvements. Upon the failure of Lessee to maintain such insurance as above provided, the City, at its option, may obtain such insurance (which may be single-interest) and charge the cost to Lessee as Additional Rent, which shall be payable on demand, or may give notice of default hereunder.

ARTICLE 9: LIABILITY INSURANCE AND INDEMNITIES

9.1 **The City shall not in any way be liable for any cost, liability, damage or injury, including cost of suit and expenses of legal services, claimed or recovered by any person or entity, or occurring on the Leased Premises, or the Airport, or as a result of any operations, works, acts or omissions performed on the Leased Premises, or the Airport, by**

Lessee, its agents, servants, employees or authorized tenants, or their guests or invitees. Lessee shall not in any way be liable for any cost, liability, damage or injury, including cost of suit and expenses of legal services, claimed or recovered by any person or entity, or occurring on the Leased Premises, or the Airport, or as a result of any operations, works, acts, or commission performed on the Leased Premises, or the Airport, solely by the City, their agents, servants, employees or authorized tenants, or their guests or invitees. In this regard, LESSEE expressly releases the City and each of its agents from their own negligence, , or other liability.

9.2 **Lessee agrees to indemnify, save and hold harmless, the City, their officers, agents, servants and employees, of and from any and all costs, liability, damage and expense, including costs of suit and reasonable expenses of legal services, claimed or recovered, justly or unjustly, falsely, fraudulently or frivolously, by any person, firm or corporation by reason of injury to, or death of, any person or persons, including City personnel, and damage to, destruction or loss of use of any property, including City property, directly or indirectly arising from, or resulting from, any operations, works, acts or omissions of Lessee, its agents, servants, employees, contractors, or authorized tenants. Upon the filing with the City by anyone of a claim for damages arising out of incidents for which Lessee herein agrees to indemnify and hold the City harmless, the City shall notify Lessee of such claim and in the event that Lessee does not settle or compromise such claim, then Lessee shall undertake the legal defense of such claim on behalf of Lessee and the City. It is specifically agreed, however, that the City at its own cost and expense, may participate in the legal defense of any such claim. Any final judgment rendered against the City for any cause for which Lessee is liable hereunder shall be conclusive against Lessee as to liability and amount upon the expiration of the time for appeal**.

9.3 Lessee shall procure and keep in force during the term of this Agreement policies of Commercial General Liability insurance, including airport premises, commercial general, and automobile, insuring Lessee and the City, as an additional insured, against any liability for personal injury, bodily injury, death, or property damage. The limits of the liability shall not be less than the lower of: (1) the amount specified in Landlord's Airport Minimum Standards ("AMS") for the type of activity occurring on the Leased Premises; or (2) combined single limit of $2,000,000. No such policies shall be cancelable or subject to reduction in coverage limits or other modification except after 30 days prior written notice to the City. The policies shall be for the mutual and joint benefit and protection of Lessee and the City, and such policies shall contain a provision that the City, although named as an insured, shall nevertheless be entitled to recovery under said policies for any loss occasioned to it, its servants, agents, citizens, and employees by reason of negligence of Lessee (i.e. a fellow-insured write-back endorsement). Lessee shall provide certificates of insurance, in a form acceptable to the City as evidencing existence of all insurance required to be maintained prior to the commencement of the Agreement. Any insurance policy herein required or procured by Lessee shall contain an express waiver of any right or subrogation by the insurance company against the City, and an endorsement stating that the indemnity obligations set forth above are covered by such insurance.

9.4 Lessee represents that it is the owner of or fully authorized to use any and all services, processes, machines, articles, marks, names or slogans used by it in its operations under

or in any way connected with this Agreement. Lessee agrees to save and hold the City, their officers, employees, agents and representatives free and harmless of and from any loss, liability, expense, suit or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright, or arising from any alleged or actual unfair competition or other similar claim arising out of the operations of Lessee under or in any way connected with this Agreement.

ARTICLE 10: SIGNS

Lessee shall have the right to install and maintain one or more signs on the Leased Premises identifying it and its operations. The subject matter, type, design, number, location and elevation of such signs, and whether lighted or unlighted, shall be subject to the Airport design standards, if any. No sign will be allowed that may be confusing to aircraft pilots or automobile drivers or other traffic.

ARTICLE 11: ASSIGNMENT AND SUBLEASE

The prior written consent of the City shall be required for any sale, transfer, assignment or sublease of this Agreement and of the leasehold estate hereby created. The sale by Lessee of a majority interest or voting control of its equity shall constitute a transfer. Any purported transfer made without prior written consent from the City is void.

ARTICLE 12: CONDEMNATION

12.1 If all or any portion of the Leased Premises is taken for any public or quasi-public purpose by any lawful power or authority by the exercise of the right of appropriation, condemnation or eminent domain (or pursuant to a sale to such power or authority under the threat of condemnation or eminent domain), all rentals payable hereunder with respect to that portion of the Leased Premises taken shall no longer be payable, and the proceeds, if any, from such taking or sale shall be allocated between the City and Lessee in accordance with the applicable condemnation law, with Lessee being entitled to compensation for the fair market value of the leasehold interest, improvements and personal property taken. If a portion of the Leased Premises is so taken or sold, and as a result thereof, the remaining part cannot reasonably be used to continue the authorized uses set forth in Article 3 hereof, then this Agreement shall terminate at Lessee’s election, and Lessee's obligation to pay rent and perform the other conditions of the lease shall be deemed to have ceased as of the date of such taking or sale.

12.2 The City expressly reserves the right to grant or take easements on rights-of-way across the Leased Premises if it is determined to be in the best interest of the City to do so. If the City grant or take an easement or right-of-way across any of the Leased Premises, Lessee shall be entitled only to compensation for damages to all improvements owned by Lessee destroyed or physically damaged thereby, but not to damages for loss of use of the Leased Premises itself. Damages to improvements shall be determined by the reduction in fair market value of the improvements caused by said damage or cost of repair, whichever is less.

12.3 Lessee understands and agrees that the City have the right to take all or any portion of the Leased Premises, and any additions, alterations or improvements thereon, should the City, in their sole discretion, determine that said portion of the Leased Premises, and improvements thereon, are required for other Airport purposes, without initiating condemnation proceedings. If such action is taken, the City shall substitute comparable areas within the Airport, or any additions or extensions thereof, brought to the same level of improvement as the area taken. The City shall bear all expenses of bringing the substituted area to the same level of improvement to the area taken, and of moving Lessee's improvements, equipment, furniture and fixtures to the substituted area. If any of Lessee's improvements, equipment, furniture or fixtures cannot be relocated, the City shall replace, at their own expense, such non-relocatable improvements and other property with comparable property in the substituted area, and the City shall be deemed the owner of the non-relocated improvements and other property, free and clear of all claims of any interest or title therein by Lessee, any mortgagee, or any other third party whomsoever. It is the specific intent of this subparagraph that Lessee would be placed, to the extent possible, in the same position it would have been, had the City not substituted new premises for the Leased Premises; provided however, that the City shall not be obligated to reimburse Lessee for lost revenues or other costs due to such substitution. Nothing in this subparagraph shall be construed to limit the City' rights to condemn Lessee's leasehold rights and interests in the Leased Premises pursuant to state law.

ARTICLE 13: NON-DISCRIMINATION

13.1 Lessee, for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the Leased Premises, for a purpose for which a United States government program or activity is extended, Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation- Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

13.2 Lessee, for itself, its personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

13.2.1 No person on the grounds of race, color, disability or national origin shall be excluded from participating in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Leased Premises;

13.2.2 That in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, disability or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination;

13.2.3 That Lessee shall use the Leased Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of

Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in federally- assisted programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

13.3 In this connection, the City reserve the right to take whatever action they might be entitled by law to take in order to enforce this provision following the 60 days written notice to Lessee of any alleged violation. This provision is to be considered as a covenant on the part of Lessee, a breach of which, continuing after notice by the City to cease and desist and after a determination that a violation exists made in accordance with the procedures and appeals provided by law, will constitute a material breach of this Agreement and will entitle the City, at their option, to exercise its right of termination as provided for herein, or take any action that it deems necessary to enforce compliance herewith.

13.4 Lessee shall include the foregoing provisions in every agreement or concession pursuant to which any person or persons, other than Lessee, operates any facility at the Leased Premises providing service to the public and shall include thereon a provision granting the City a right to take such action as the United States may direct to enforce such covenant.

ARTICLE 14: GOVERNMENTAL REQUIREMENTS

14.1 Lessee shall procure all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over Lessee's operations at the Leased Premises which may be necessary for Lessee's operations on the Airport.

14.2 Lessee shall pay all taxes, license, certification, permits and examination fees and excise taxes which may be assessed, levied, exacted or imposed on the Leased Premises or operation hereunder or on the gross receipts or gross income to Lessee there from, and shall make all applications, reports and returns required in connection therewith.

14.3 Lessee shall pay all water, sewer, utility and other applicable use taxes and fees, arising from its occupancy and use of the Leased Premises and/or the improvements thereon.

14.4 If the City is ever required to pay any of the foregoing, or is not paid any of the foregoing, then the City may collect such sums as additional rent.

ARTICLE 15: RIGHTS OF ENTRY RESERVED

15.1 City shall at all times during ordinary business hours have the right to enter upon the Premises and Improvements for the purposes of: (i) inspecting the same; (ii) confirming the performance by Lessee of its obligations under this Agreement; (iii) doing any other act which City may be obligated or have the right to perform under this Agreement or reasonably related thereto; and (iv) for any other lawful purpose. Such inspections shall be made only on 48 hour advance notice except in cases of emergency. Such notice shall be sufficient if prominently posted on the primary building for 48 hours prior to the inspection.

15.2 Without limiting the generality of the foregoing, the City, by its officers, employees, agents, representatives, contractors and furnishers of utilities and other services, shall have the right, at its own expense, to maintain existing and future Airport mechanical, electrical and other utility systems and to enter upon the easements in the Leased Premises to make such repairs, replacements or alterations as may be necessary or advisable, in the reasonable opinion of the City, and from time to time to construct or install over, in or under existing easements within the Leased Premises such systems or parts thereof and in connection with such maintenance use the Leased Premises existing easements for access to other parts of the Airport otherwise not conveniently accessible; provided, however, that in the exercise of such rights of access, repair, alteration or new construction, the City shall not install a utility under or through any building on the Leased Premises or unreasonably interfere with the actual use and occupancy of the Leased Premises by Lessee, all such utilities to be placed within existing easements, except as provided in Article 14. Reservation of the aforesaid right by the City shall not impose or be construed to impose upon the City any obligation to repair, replace or alter any utility service lines now or hereafter located on the Leased Premises for the purpose of providing utility services only to the Leased Premises; provided, however, that if they repair, replace or alter any utility service lines now or hereafter located on the Leased Premises for the purpose of providing utility services to others, the City will restore the Leased Premises to their preexisting condition in a timely manner. Lessee will provide for the installation, maintenance and repair, at its own expense, of all service lines of utilities providing services only to the Leased Premises. City will repair, replace and maintain all other utility lines, at City' expense.

15.3 If any personal property of Lessee shall obstruct access of the City across the existing easements to any of the existing utility, mechanical, electrical and other systems, and thus shall interfere with the inspection, maintenance or repair of any such system pursuant to Section 16.2, Lessee shall move such property, as directed by the City or said utility company, upon reasonable notice by the City, in order that access may be had to the system or part thereof for inspection, maintenance or repair. If Lessee shall fail to so move such property after direction from the City or said utility company to do so, the City or the utility company may move it, and Lessee waives any claim against the City for damages as a result there from, except for claims for damages arising from the City' negligence.

ARTICLE 16: TERMINATION

16.1 Upon default by Lessee in the payment of rent, additional rent, or other sums due under this Agreement, the City shall give written notice to Lessee of such default. If such default has not been cured by the tenth calendar day following notice of default, the City may terminate this Agreement.

16.2 This Agreement shall terminate, at the option of the City, upon the appointment of a receiver or trustee of all, or substantially all, of Lessee's assets by a court of competent jurisdiction. The term “trustee” shall not include a trustee appointed under Title 11 of the United States Code.

16.3 Upon the default by Lessee in the performance of any covenant or condition required to be performed by Lessee other than the payment of money, and the failure of Lessee to remedy such default for a period of 30 days after the City sends written notice to remedy the same, the City may terminate this Agreement, unless Lessee establishes that such default is incapable of cure

within 30 days, in which case Lessee shall not be in default if it diligently and continuously pursues cure of the default. In no event, however, shall the cure period extend beyond 180 days.

16.4 Upon termination of this Agreement for any reason, all rights of Lessee, authorized lessees, and any other person in possession shall terminate, including all rights or alleged rights of creditors, trustees, assigns, and all others similarly so situated as to the Leased Premises. Except as may be expressly provided to the contrary elsewhere herein, upon termination of this Agreement for any reason, the Leased Premises and all improvements located thereon, and all equipment and fixtures therein, shall be and become the property of the City, free and clear of all encumbrances and all claims of Lessee, its subtenants, creditors, trustees, assigns and all others, and the City shall have immediate right of possession of the Leased Premises and such improvements.

16.5 Failure by the City or Lessee to take any authorized action upon default by Lessee of any of the terms, covenants or conditions required to be performed, kept and observed by Lessee shall not constitute a waiver of said default nor of any subsequent breach or default of any of the terms, covenants and conditions in this Agreement. Acceptance of rentals by the City from Lessee, or performance by the City under the terms hereof, for any period or periods after a default by Lessee of any of the terms, covenants and conditions herein shall not be deemed a waiver or create an estoppel of any right of the City to terminate this Agreement for any subsequent failure by Lessee to so perform this Agreement.

16.6 If Lessee ceases to conduct its authorized Aeronautical Activities on the Leased Premises for a period of 12 consecutive months, the City may terminate this Agreement by written notice to Lessee given at any time while such cessation continues, unless Lessee resumes such activities within 60 days following receipt of written notice from the City of such intent to terminate this Agreement. An unauthorized sublease or assignment of Lessee's rights herein shall constitute a cessation of aeronautical activities.

ARTICLE 17: SURRENDER AND RIGHT OF RE-ENTRY

17.1 Upon the expiration, cancellation or termination of this Agreement pursuant to any terms hereof, Lessee agrees peaceably to surrender up the Leased Premises to the City in the condition required by Article 5. Upon such expiration, cancellation or termination, the City may re-enter and repossess the Leased Premises together with all improvements and additions thereto, or pursue any remedy permitted by law for the enforcement of any of the provisions of this Agreement, at the City's election.

17.2 If Lessee remains in possession of the Leased Premises after the expiration, cancellation or termination of this Agreement without written agreement with respect thereto, then Lessee shall be deemed to be occupying the Leased Premises as a tenant at-sufferance, subject to all of the conditions, provisions and obligations of this Agreement, but without any rights to extend the term of this Agreement. The City's acceptance of rent from Lessee in such event shall not alter the status of Lessee as a tenant at sufferance whose occupancy of the Leased Premises may be terminated by City at any time.

ARTICLE 18: SERVICES TO LESSEE

Except in cases of emergency, in which case no notice shall be required, City will endeavor to give not less than 14 days prior written notice to Lessee of any anticipated temporary Airport closure, for maintenance, expansion or otherwise. Notwithstanding the above, the City shall not be deemed to be in breach of any provision of this Article 19 in the event of a permanent closure of the Airport. Provided, however, that if such permanent closure is in connection with the construction of a new airport by the City, Lessee shall have the option to enter into a substitute hangar ground lease agreement with the City, for the use of a portion of such new airport not smaller than the Leased Premises, under financial terms which are no less favorable than those set forth herein.

ARTICLE 19: SURVIVAL OF THE OBLIGATIONS OF LESSEE

19.1 If this Agreement shall have been terminated due to default by Lessee in accordance with notice of termination as provided in Article 17, all of the obligations of Lessee under this Agreement shall survive such termination, re-entry, regaining or resumption of possession and shall remain in full force and effect for the full term of this Agreement, and the amount or amounts of damages or deficiency shall become due and payable to the City to the same extent, at the same time or times, and in the same manner as if no termination, re-entry, regaining or resumption of possession had taken place. The City may maintain separate actions each month to recover the damage or deficiency then due or at its option and at any time may sue to recover the full deficiency less the proper discount, for the entire unexpired term of this Agreement.

19.2 The amount of damages for the period of time subsequent to termination (or re-entry, regaining or resumption of possession) on account of Lessee's rental obligations shall be the sum of the following:

19.2.1 The amount of the total of all installments of rents, less the installments thereof payable prior to the effective date of termination; and

19.2.2 An amount equal to all expenses incurred by the City and not reimbursed in connection with regaining possession, restoring the Leased Premises required by paragraph 19, above, acquiring a new lease for the Leased Premises, legal expenses (including, but not limited to, attorneys' fees) and putting the Leased Premises in order.

19.3 There shall be credited to the account of Lessee against its survived obligations hereunder, the amount actually received from any lessee, licensee, permittee, or other occupier in connection with the use of the said Leased Premises or portion thereof during the balance of the term of use and occupancy as the same is originally stated in this Agreement, and the market value of the occupancy of such portion of the Leased Premises as the City may themselves during such period actually use and occupy. No such use and occupancy shall be, or be construed to be, an acceptance of a surrender of the Leased Premises, nor shall such use and occupancy constitute a waiver of any rights of the City hereunder.

19.4 The provisions of this Article 20 shall not be applicable to termination of this Agreement pursuant to Section 3.1.2 or if expressly provided to the contrary elsewhere in this Agreement.

ARTICLE 20: USE SUBSEQUENT TO CANCELLATION OR TERMINATION

The City shall, upon termination or cancellation, or upon re-entry, regaining or resumption of possession, have the right to repair and to make structural or other changes in the Leased Premises, including changes which alter its character and the suitability thereof for the purposes of Lessee under this Agreement, without affecting, altering or diminishing the obligations of Lessee hereunder, provided that any structural changes shall not be at Lessee's expense.

ARTICLE 21: NOTICES

21.1 Any notice, consent, approval or other communication given by either party to the other relating to this Agreement shall be in writing, and shall be delivered in person, sent by certified mail, return receipt requested, sent by reputable overnight courier, or sent by facsimile transmission (with evidence of such transmission received) to such other party at the respective addresses set forth below (or at such other address as may be designated from time to time by written notice given in the manner provided herein). Such notice shall, if hand delivered or personally served, be effective immediately upon receipt. If sent by certified mail, return receipt requested, such notice shall be deemed given on the third business day following deposit in the United States mail, postage prepaid and properly addressed; if delivered by overnight courier, notice shall be deemed effective on the first business day following deposit with such courier; and if delivered by facsimile, notice shall be deemed effective when received. Notice to the City is not effective unless sent concurrently to BOTH the City Attorney and the Airport Manager.

21.2 The notice addresses of the parties are as follows:

To the City:

Airport Manager
Georgetown Executive Airport
500 Terminal Drive
Georgetown, TX 78628
Telephone: 512-930-8464

City Attorney
City of Georgetown, Texas
510 W. 9th Street
Georgetown, Texas 78728
Telephone: 512-930-8165

To Lessee: Thomas Raveney
201 C Hangar Dr
Georgetown Texas 78628

ARTICLE 22: SUBORDINATION CLAUSES

22.1 This Agreement is subject and subordinate to the following:

22.1.1 The City reserves the right to develop and improve the Airport as it sees fit, regardless of the desires or view of Lessee, and without interference or hindrance by or on behalf of Lessee, provided Lessee is not deprived of the use or access to the Leased Premises or any of Lessee's rights under this Agreement and unless said activities by the City shall result in the loss of convenient access to the Leased Premises by motor vehicles and/or aircraft owned or operated by Lessee or Lessee's assigns, subtenants, renters, agents, employees or invitees.

22.1.2 The City reserves the right to take any action it considers necessary to protect the aerial approaches to the Airport against obstruction, together with the right to prevent Lessee from erecting or permitting to be erected any building or other structure on the Airport which would limit the usefulness of the Airport or constitute a hazard to aircraft.

22.1.3 This Agreement is and shall be subordinate to the provision of existing and future agreements between the City and the United States or the State of Texas relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the obtaining or expenditure of federal funds, services, or property for the benefit of the Airport.

22.1.4 During national emergency, the City shall have the right to lease all or any part of the landing area or of the airport to the United States or Texas National Guard for military use, and if any such lease is executed, the provisions of this Agreement insofar as they may be inconsistent with the provisions of such lease to the government, shall be suspended, but such suspension shall not extend the term of this Agreement. Abatement of rentals shall be reasonably determined by the City and Lessee in proportion to the degree of interference with Lessee's use of the Leased Premises. Lessee is notified that pursuant to the terms of the 1942 transfer of the Airport from the United States to the City, during time of national emergency the Secretary of Defense may designate all or any portion of the Airport subject to the exclusive use of the United States.

22.1.5 Except to the extent required for the performance of any obligations of Lessee hereunder, nothing contained in this Agreement shall grant to Lessee any rights whatsoever in the airspace above the Leased Premises other than those reasonably necessary to Lessee's enjoyment of the Leased Premises and City' Airport facilities and which are consistent with Federal Aviation Administration rules, regulations and orders currently or subsequently effective. Further, Lessee's rights in airspace above the Leased Premises and the Airport and the Airport facilities shall be not less than the rights therein by other users of the Airport and Airport facilities.

ARTICLE 23: GENERAL PROVISIONS

23.1 Remedies Nonexclusive. All remedies provided in this Agreement shall be deemed cumulative and additional and not in lieu of, or exclusive of, each other, or of any other remedy available to the City, or Lessee, at law or in equity, and the exercise of any remedy, or the existence herein of other remedies or indemnities shall not prevent the exercise of any other remedy provided that the City' remedies in the event of default shall not exceed those set forth in this Agreement.

23.2 Individuals Not Liable. No director, officer, agent or employee of the City shall be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement or of any supplement, modification or amendment to this Agreement because of any breach thereof, or because of his or their execution or attempted execution thereof.

23.3 Estoppel Certificate. At the request of Lessee in connection with an approved assignment of its interest in this Agreement, the City shall execute and deliver a written statement identifying itself as the Lessor under this Agreement and certifying such facts as may actually be true.

23.4 Recording of Lease. This Agreement shall be recorded by the City, and the costs of such recordation, and any closing costs associated with this Agreement, its execution and recordation, shall be billed to and paid by Lessee as additional rent. The City may file an appropriate UCC notice advising of its contractual landlord liens herein.

23.5 Dispute Resolution. This Agreement shall be performable and enforceable in Williamson County, Texas, and shall be construed in accordance with the laws of the State of Texas. Exclusive jurisdiction and venue for all disputes between the parties shall lie in the state courts located within Williamson County, Texas. The parties waive right to trial by jury.

23.6 No Third Party Beneficiaries. This Agreement is made for the sole and exclusive benefit of the City and Lessee, their successors and assigns, and is not made for the benefit of any third party.

23.7 No Oral Agreements; Integration. All prior oral and written communications between agents of the parties are deemed to be merged and integrated into this document, and the parties disclaim reliance upon any such communications. This Agreement constitutes the entire agreement of the parties hereto and may be changed, modified, discharged or extended by written instrument duly executed by the City and Lessee. The parties agree that no representations or warranties shall be binding upon the City or Lessee unless expressed in writing.

23.8 Quite Enjoyment. The City covenants and warrants that it is the owner of the Leased Premises and that Lessee upon payment of rentals herein provided for and performance of

provisions on its part to be performed, shall and may peacefully possess and enjoy the Leased Premises during the term hereof and any extensions hereof without any interruption or disturbance.

23.9 Severability. The invalidity of any provisions, articles, paragraphs, portions or clauses of this Agreement shall have no effect upon the validity of any other part or portion hereof, so long as the remainder shall constitute an enforceable agreement. Furthermore, in lieu of such invalid provisions, articles, paragraphs, portions or clauses, there shall be added automatically as a part of this Agreement, a provision as similar in terms to such invalid provision as may be possible and be legal, valid and enforceable.

ARTICLE 24: HAZARDOUS MATERIALS

24.1 Lessee shall not cause or permit any Hazardous Materials to be used, produced, stored, transported, brought upon, or released on, under, or about the Premises or the Airport by Lessee or Lessee's Associates in violation of applicable federal, state, or local environmental laws, regulations, and ordinances ("Environmental Laws"). Lessee is responsible for any such violation as provided in this Agreement, and shall fully indemnify and hold harmless the City from all fees, fines, costs and damages related in any manner to any release of Hazardous Material or legal violation.

24.2 Lessee agrees that in the event of a release or threat of release of any Hazardous Material by Lessee at the Airport, Lessee shall provide Lessor with prompt notice of the same. Lessee shall respond to any such release or threat of release in accordance with applicable Laws and Regulations. If Lessor has reasonable cause to believe that any such release or threat of release has occurred, Lessor may request, in writing, that Lessee conduct reasonable testing and analysis (using qualified independent experts acceptable to Lessor) to show that Lessee is complying with applicable Environmental Laws. Lessor may conduct the same at Lessee's expense if Lessee fails to respond in a reasonable manner. Lessee shall cease any or all of Lessee's activities as Lessor determines necessary, in its sole and absolute discretion, in connection with any investigation, cure, or remediation. If Lessee violates any Environmental Laws at the Airport (whether due to the release of a Hazardous Material or otherwise), Lessee, at Lessee's expense, shall have the following obligations, which shall survive any expiration or termination of this Agreement: (i) promptly remediate such violation in compliance with applicable Environmental Laws; (ii) submit to Lessor a written remediation plan, and Lessor reserves the right to approve such plan (which approval shall not be unreasonably withheld) and to review and inspect all work; (iii) work with Lessor and other governmental authorities having jurisdiction in connection with any violation; and (iv) promptly provide to Lessor copies of all documents pertaining to any environmental concern that are not subject to Lessee's attorney-client privilege.

24.3 To the extent that Lessee is a co-permittee with Lessor in connection with any permit relating to the environment at the Airport, or to the extent that any of Lessee's operations in connection with this Agreement or otherwise may impact Lessor's compliance with any such permit, Lessee shall work cooperatively with Lessor and other lessees and take all actions necessary to ensure permit compliance, and minimize the cost of such compliance, for the benefit of Airport operations.

24.4 Upon any expiration or termination of this Agreement, and upon any change in possession of the Premises authorized by Lessor, Lessee shall demonstrate to Lessor's reasonable satisfaction that Lessee has removed any Hazardous Materials and is in compliance with applicable Environmental Laws. Such demonstration may include, but is not limited to, independent analysis and testing to the extent that facts and circumstances warrant analysis and testing, such as evidence of past violations or specific uses of the premises. These obligations survive any termination of this Agreement.

CITY OF GEORGETOWN, TEXAS

_____
Josh Schroeder, Mayor

ATTEST:

_____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

_____
Skye Masson, City Attorney

LESSEE

_____
Thomas Raveney

EXHIBIT A—LEASE DESCRIPTION

City of Georgetown, Texas
City Council
February 24, 2026

SUBJECT:
Residential Energy Audit Contract - Lone Star

SUGGESTED ACTION:
Consideration and possible action to approve an annual agreement with Lone Star Energy Efficiency to conduct residential energy audits on behalf of the City for an annual amount not to exceed $150,000.00 and to authorize the City Manager to execute renewals of the agreement for one additional year term under the same terms and conditions for a total 2 year contract not to exceed $300,000.00 -- Jack Daly, Chief Business Officer - Electric

ITEM SUMMARY:
This agreement allows for Lone Star Energy Efficiency to conduct energy audits on behalf of the City for residential customers within the electric service area as a part of the City's Customer Energy Solutions Program. Audits are to include the following:

RESIDENTIAL ENERGY AUDITS

1. Building Envelope Assessment:
    a. Inspection of insulation (attic, walls, floors, crawlspaces)
    b. Air leakage testing utilizing blower door technology
    c. Windows and doors efficiency assessment
    d. Thermal imaging to detect insulation gaps and areas of heat loss
2. HVAC Systems Analysis
    a. Evaluation heating and cooling systems efficiency
    b. Duct leakage testing to identify air loss
    c. Review of thermostat settings and control strategies
3. Appliance and Lighting Review:
    a. Assessment of energy consumption of refrigerators, washers, dryers, and other appliances
    b. Evaluation of lighting efficiency (LED vs. incandescent)
4. Water Heating Efficiency:
    a. Inspection of water heater condition and efficiency
    b. Evaluation of hot water pipe insulation and leak detection
5. Behavioral Recommendations:
    a. Practical guidance on energy-saving habits and behaviors
    b. Recommendations for smart home technologies to enhance efficiency

FINANCIAL IMPACT:
All charges are budgeted and accounted for in the Energy Efficiency and Conservation Fund for FY26.

Charges for these services are:

Category	Cost Per Home
Homes < 2,300 sq. ft.	$500
Homes > 2,300 sq. ft.	$650

A Trip Charge if the customer is a no-show, denies access, or reschedules when the energy auditor is on site, this charge will be applied to offset mobilization to the home.

A suspension fee for time on site will be charged when the audit cannot be completed due to reasons outside the Contractor's control and through no fault of the Contractor, including (without limitation) structural conditions, customer behavior, or unsafe site conditions (e.g., unsanitary conditions, or other health and safety hazards).

Category	Cost Per Home
Trip Charge	$50
Suspension Fee	$125

SUBMITTED BY:
Rene Bywater-Barajas, Electric Department

ATTACHMENTS:
25-0393-SC Lone Star Residential Energy Audit Signed.pdf

GENERAL SERVICE AGREEMENT WITH
THE CITY OF GEORGETOWN, TEXAS

This General Service Agreement is entered into and made effective on the 10 day of February, 2026 by and between the **City of Georgetown**, a Texas home-rule municipal corporation (the "City"), and **Lone Star Energy Efficiency, LLC** (the "Contractor"), for the following work: conduct a comprehensive field audit for Energy Services within its electric service territory, 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 fifty thousand dollars and no cents** (**$150,000.00**).

2. **Term.** This Agreement shall become effective on the date signed by the City. The initial term of the Agreement is for one year, with the option to renew for one (1) additional one-(1-) year terms on the same terms and conditions. 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 the exhibits and a term in this Agreement, the terms of this Agreement shall prevail.

4. **Payment Application.** The Contractor will submit payment applications to the City on a monthly basis for the term of this Agreement, accompanied by an explanation of charges, fees, services, and expenses, including an accounting of actual hours worked.

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 D**. Contractor's insurance certificate satisfying the City insurance requirements is attached as **Exhibit E**.

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, OR SUITS.**

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.

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:

Lone Star Energy Efficiency
ATTN: Brittany Paul
7073 San Pedro Ave San Antonio, Texas 78216
Type text here
bpaul@lonestarenergyefficiency.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

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. **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.

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

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 the applicable courts of Williamson County, Texas.

33. **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.

34. **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.

35. **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.

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

37. **Exhibits.** All exhibits to this Agreement are incorporated and made part of this Agreement for all purposes.

38. **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. Customer Acknowledgement and Signature Page
C. Payment Schedule
D. Insurance Requirements
E. Certificates of Insurance

[*signatures on the following page*]

CITY OF GEORGETOWN

By: _____

Name: Josh Schroeder, Mayor

Date: _____

CONTRACTOR

By: Brittany Paul

Name, Title: Brittany Paul, President

Date: 2/10/2026

ATTEST:

_____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

_____
Skye Masson, City Attorney

EXHIBIT A
SCOPE OF SERVICES

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

Contractor will conduct a Residential Energy Audit for each customer that is scheduled by the City of Georgetown. Contractor's Residential Energy Audits will provide a comprehensive evaluation of home energy performance, identifying opportunities to improve efficiency, comfort, and energy savings. The scope of work for each audit includes the following components:

A. RESIDENTIAL ENERGY AUDITS

1. **Building Envelope Assessment:**
   a. Inspection of insulation (attic, walls, floors, crawlspaces)
   b. Air leakage testing utilizing blower door technology
   c. Windows and doors efficiency assessment
   d. Thermal imaging to detect insulation gaps and areas of heat loss
2. **HVAC System Analysis:**
   a. Evaluation heating and cooling systems efficiency
   b. Duct leakage testing to identify air loss
   c. Review of thermostat settings and control strategies
3. **Appliance and Lighting Review:**
   a. Assessment of energy consumption of refrigerators, washers, dryers, and other appliances.
   b. Evaluation of lighting efficiency (LED vs. incandescent)
4. **Water Heating Efficiency:**
   a. Inspection of water heater condition and efficiency
   b. Evaluation of hot water pipe insulation and leak detection
5. **Behavioral Recommendations:**
   a. Practical guidance on energy-saving habits and behaviors
   b. Recommendations for smart home technologies to enhance efficiency

B. PROJECT MANAGEMENT AND COMMUNICATION:

Projects will be assigned and communicated by the City as applications for energy audit requests are submitted. Contractor will be responsible for:

1. Contractor's Operation Manual:
    a. Providing the Contractor's Operations Manual detailing how audits will be conducted and reported. The City will ultimately approve of this manual before audits commence.
    b. This manual will outline detailed processes for: executing audits, providing step-by-step guidance for field operations, establishing clear communication protocols between Contractor and City.
    c. The manual will serve as a living document and will be updated as needed throughout the duration of the contract to reflect improvements, updates, or procedural changes agreed upon by both Contractor and City. Promptly scheduling appointments with respective designated due dates to be completed by the Energy Auditor. The City shall provide finalized daily schedules at least forty-eight (48) hours in advance. Upon receipt, Contractor will promptly schedule the appointment on the team's internal calendar and confirm assignment to the designated Energy Auditor. The City will also contact the Customer twenty-four (24) hours prior to their appointment to confirm the appointment. Contractor will contact the customer 30 minutes prior to audit to confirm appointment.
2. Creating a comprehensive project plan and timeline for each project, detailing the execution process and schedule. Contractor will develop and maintain an internal work plan and schedule to manage audit assignments, ensuring each audit is completed and reported within designated timelines. This process and its documentation will be documented in the Contractor's Operations Manual.
3. Completing an Energy Audit within 30 days upon receipt of confirmed appointment from the City, in coordination with the City of Georgetown to ensure timely customer scheduling, unless being unable to complete due to 1) trip charge or 2) suspension fee (incomplete site visit). An Energy Audit shall be deemed complete upon submission of the final report to the City. Any requested revisions will be communicated to the Contractor after review by the City and/or the Customer.
4. Providing timely Energy Audit report within 5 days of site visit. The 5-day completion period begins upon Contractor's completion at a site visit for the home energy audit. Incomplete site visits will require separate treatment. Incomplete site visits must be reported within 5 days of the site visit, via the report form to be mutually agreed upon between the Contractor and City.

5. Assigning a Project Coordinator who will manage daily communications with the City staff to ensure operational alignment, resolve scheduling issues promptly, and maintain transparency.
6. Conduct and participate in monthly progress meetings with City staff to report on production progress, KPIs, and areas for program improvement, and present compiled data on energy efficiency measures implemented for Georgetown customers.

C. MATRIX OF RESPONSIBILITIES

Task	Responsible Party	Description
Program Marketing	City	Market the Energy Audit Program to residents to drive awareness and participation.
Provision of Operations Manual	Contractor	Develop and provide an Operations Manual detailing audit procedures and reporting. Manual must be approved by the City prior to commencement of work.
Application Management	City	Receive, review, and process Energy Audit Program applications. Communicate and schedule approved Energy Audit Applications with Contractor.
Data Entry & Account Setup	Contractor	Create customer accounts and upload 12 months of utility billing history into the SNUGG software platform or applicable software to create audit reports.
Efficient Routing & Scheduling	City	Optimize audit routes using mapping tools and account for home size to improve scheduling efficiency.
Customer Scheduling and Confirmation	City	Schedule customer appointments and provide the Contractor with at least 48 hours' notice. Confirm appointments with customers 24 hours prior to the scheduled time.
Audit Scheduling and Customer Billing Details to Contractor	City	Provide finalized schedules and customer billing details to Contractor, including date, time, and customer contact information.
Provide Qualified Field Personnel	Contractor	Assign licensed and trained auditors/administrative staff to the scheduled audits.
Scheduling Availability Provision	Contractor	Supply availability windows (30 days in advance) to City to conduct audits
Scheduling Confirmation	City	Confirmation of appointments with contractor 48 hours before appointment. City confirms with customer within 24 hours prior to appointment.

Customer Communication (Day of Audit)	Contractor	Call the homeowner approximately 30 minutes prior to arrival on the day of the audit.
Ongoing Communication	Contractor	Maintain clear, ongoing communication with the City regarding field updates, issues, and recommendations
Safety Commitment	Contractor	Enforce a safety-first culture; provide and adhere to approved safety standards.
Conduct Energy Audit	Contractor	Perform the home energy audit, collect and record data in SNUGG Pro or applicable software to prepare final energy audits.
Ongoing Communication with City Staff	Contractor	Share real-time updates on audit progress, challenges, customer concerns, or recommendations for program improvement.
Final Audit Provision	Contractor	Submit a final audit report to the City in accordance with City standards.
Collection of Completed Audits	City	Collect completed Energy Audits electronically from Contractor following completion of each audit City will provide the Contractor access to the appropriate software to upload final energy audits for collection by the City
Distribution of Audit Reports	City	Distribute the finalized Energy Audit reports to customers
Customer Interaction	Both	Contractor resolves field-related issues (eg, scheduling or on-site concerns). City addresses program-related inquiries, incentives, and next steps.
Customer Service Support	City	Provide dedicated phone/email support line for customer questions about scheduling, follow-up actions, and program inquiries. This includes any issues, complaints, or customer related matters. The City will follow up on any issues with the Contractor if necessary to address the matters.
Operations Reporting	Contractor	Report regularly on key performance indicators (KPIs) and production metrics to City
Invoicing	Contractor	Provide timely and accurate invoicing to the City of Georgetown on a monthly basis.
Data Ownership	City	All audit data belongs to the City
Audit Software Access and Maintenance	Both	City and Contractor must maintain their respectable applicable software to continue audit operations and maintain availability for the appropriate parties within this contract.

D. SAFETY

If an LSEE Energy Auditor (EA) feels uncomfortable or unsafe at a home, it is LSEE policy to politely reschedule the audit for a future date and ensure a second person accompanies the auditor during the rescheduled visit.

For safety reasons, LSEE Energy Auditors will not operate any customer appliances during audits. Homeowners will be asked to operate their HVAC systems when needed for testing purposes.

For homes with gas appliances in conditioned spaces, Energy Auditors will wear ambient CO monitors for safety. If high levels of CO are detected, the auditor will immediately stop the audit, inform the homeowner of the potential danger, and advise them to contact a licensed professional. This incident will be documented in the health and safety section of the home energy report, and the City of Georgetown will be notified promptly.

Contractor will provide the City a copy of their safety standards and ensure that City safety standards are aligned.

Contractor shall not be responsible for pre-existing hazardous conditions, appliance or equipment failure, or damage arising from unsafe or inaccessible areas of the property.

E. DETAILED AUDIT APPROACH:

The Contractor will detail the approach of these Audits in their Operating Manual that will ultimately be approved by the City upon onboarding. The onboarding process begins with the completion and approval of the Operations Manual. Once confirmed, the City of Georgetown will release applications to the public. Upon receipt of the completed application, the application will be checked by the City to ensure it includes all necessary information, including the homeowner's name, address, square footage, and the age of the home. The City will then upload application detail to the Monday.com platform, or appropriate software, and provide access for Contractor to interact with the application.

Contractor requests that the application includes a copy of the signature and acknowledgement page, which confirms the customer's acknowledgment and understanding of the program's terms as set forth by the City of Georgetown.

Once a customer is officially enrolled in the program, the Contractor will establish a customer account within the SNUGG software platform, or applicable software, and upload twelve months (12) of historical utility billing data provided from the City. This utility data is valuable, as it allows the Energy Auditor (EA) to analyze energy trends prior to the audit and better prepare for the visit. Once the account has been created and all relevant information entered, the City of Georgetown will schedule the customer's energy audit and share the finalized appointment schedule and contact information with contractor.

Each day, prior to arriving at scheduled appointments, the Contractor's Energy Auditor (EA) will review customer account details and billing data within SNUGG Pro. This step ensures

the EA is prepared to conduct a thorough and efficient audit. On the day of the appointment, the EA will call the homeowner approximately thirty minutes prior to arrival to confirm the visit and provide the homeowner with time to prepare. If the homeowner does not answer, or provide confirmation of appointment, the Contractor will not perform the audit and will communicate to the City to confirm appropriate next steps.

Upon arrival, the EA will park on the street, not in the homeowner's driveway, and place orange safety cones at the corners of the vehicle to ensure visibility and promote safety. The EA will wear proper identification as a contractor for the City of Georgetown and will carry an ambient CO monitor during the audit for safety. If at any point the ambient CO reading exceeds 35 ppm, the audit will be terminated immediately, and the homeowner will be informed of the need to contact a licensed professional.

The EA will greet the homeowner, explain the scope and procedures of the audit, and gather any initial feedback or concerns about the home's energy performance. Safety considerations, such as pets or occupied rooms, will be addressed at this time. The EA will also identify the locations of the home's mechanical systems and attic access. Data collection will include appliance efficiency, thermostat settings, HVAC systems, and insulation levels. A thermal imaging camera will be used during the interior inspection to identify any insulation deficiencies or areas of thermal bridging. The attic inspection will capture details on insulation type and depth, and any potential health or safety concerns After completing these visual inspections, the EA will retrieve blower door and duct blaster equipment from the vehicle to conduct air infiltration and duct leakage tests according to standard procedures outlined in Contractor's Operations Manual. These diagnostic tests will help identify key areas of air loss and inefficiency within the home. All test results and observations will be documented in real time using the SNUGG Pro software platform. Following the interior diagnostics, the EA will complete an exterior inspection, gathering data on window performance, HVAC condenser condition, siding, roofing, and any other relevant exterior features, such as outdoor water heaters or utility connections. Care will be taken to verify the absence of pets before entering backyard spaces.

At the conclusion of the audit, the EA will review the findings with the homeowner and explain the next steps in the process, including how and when they will receive the final report from the City of Georgetown. Program materials and contact information will be left with the homeowner to ensure they know whom to reach out to with any questions. The EA will then finalize any outstanding data entry in SNUGG Pro before leaving the home. If in the event a complete audit, as provided in Section A, cannot be performed due to pre-existing conditions of the house, the audit will be performed to be best extent possible and be noted in the final audit report back when provided back to the City.

Once the energy audit is completed, Contractor's staff will conduct a thorough quality assurance (QA) review to ensure all information has been accurately collected and meets Contractor's quality standards. This QA process will be completed internally by either the Project Coordinator or the Operations Manager. After the audit has successfully passed QA, the finalized file will be uploaded into Monday.com, or applicable software, and the Contractor will confirm upload to the designated point of contact at the City of Georgetown. Additionally, Contractor will provide monthly reports on program metrics and key performance indicators (KPIs) as needed.

To ensure the efficient delivery of the Residential Energy Audits for the City of Georgetown, the following operation is to take place:

Access to Monday.com (or Applicable City Software) and Scheduling Coordination: City will utilize Monday.com, or applicable software, to collect and manage all customer applications related to the home energy audits. Designated Contractor staff will require access to the platform in order to effectively schedule and assign audits, and track progress associated with Contractor's services. Incoming energy audit information will be posted here and allow for effective coordination of activity between City and Contractor. City will maintain the Monday.com software platform and ensure its operational functionality. The Contractor will have full access to all program data and user permissions within the platform as deemed appropriate by the City. Both parties will uphold applicable data privacy and confidentiality standards related to customer information.

Access to Snugg Pro Software (or Applicable Contractor Software): Contractor will utilize Snugg Pro, or applicable software, to collect and manage all data related to the home energy audits. Designated City of Georgetown staff will require access to the platform in order to track progress associated with Contractor's services. Contractor will maintain the Snugg Pro software platform and ensure its operational functionality. The City of Georgetown will have full access to all program data and user permissions within the platform. Both parties will uphold applicable data privacy and confidentiality standards related to customer information.

Customer Agreements: Prior to initiating any home energy audit, the Contractor will ensure that each participating customer completes and signs the **Customer Acknowledgment and Signature Page (Exhibit B)**. This acknowledgment confirms the customer's understanding of audit procedures, privacy terms, and program participation requirements, and releases Lone Star Energy Efficiency from liability related to preexisting home conditions. The signed acknowledgment will be collected by the Contractor during the audit visit and retained as part of the program record provided to the City. Lone Star requests that a preview of the page be given when the applicant is signing up for the program to set customer expectations.

Customer Communications: To help minimize day-of cancellations and improve production efficiency, the City will implement appointment reminders to customers at least twenty-four (24) hours prior to their scheduled audit. This step has proven effective in maintaining schedule adherence and improving overall program performance If the customer wishes to reschedule, the City will communicate with the Contractor to reschedule. If the Customer is unresponsive to this confirmation, the appointment will be rescheduled and confirmed with the Contractor. Contractor will call the customer 30 minutes prior to appointment of audit for further confirmation of the appointment. If in the event the customer is unresponsive to the call the audit will not be conducted, and the Contractor will communicate to the City for next steps. If in the event, the customer wishes to reschedule the appointment, the Contractor will communicate the request to the City to determine next steps.

Utility Data Integration: For optimal use of Snugg Pro and to enhance the accuracy of audit results, Contractor recommends that the City of Georgetown provide *12 months of historical electrical usage data* for each customer account. This data will be uploaded into Snugg Pro during account creation to strengthen the accuracy of modeling and reporting.

Project Coordination: Project Coordinator will manage day-to-day communication with the City of Georgetown staff to ensure that scheduling, reporting, and issue resolutions occur smoothly and efficiently. Contractor will participate in monthly progress meetings with the City of Georgetown's designated representatives. These meetings will serve to review program performance, including the number of completed audits and any observed trends. They will also provide an opportunity to highlight successes, address challenges, and discuss opportunities for growth. During these meetings, Contractor will present data related to energy efficiency measures observed and recommended through the audit process

E. REPORTING REQUIREMENTS

1. Energy Audit Reporting:

a. Results of Testing and Inspection, along with recommendations for energy efficiency improvements, including estimated costs and payback periods, an estimate of energy savings and cost reductions, and a plan outlining the recommended Energy Efficiency measures.

b. Contractor will submit a Final Audit Report for each home, which will include all compiled data, findings, and specific recommendations for improving energy efficiency

2. Program Performance Reporting

a. Contractor will provide monthly progress updates to the City of Georgetown to ensure clear, ongoing communication regarding program performance. These updates will include:

1. a summary of completed energy audits,

2. key performance indicators (KPIs), and

3. any notable trends or findings observed in the field

3. Quality Control

a. Post Audit Review

i. Review of each audit for quality assurance before provision of audit reports to City

F. CONTRACTOR RESPONSIBILITIES

1. **Provide Qualified Field Personnel:** Contractor will supply experienced and certified field energy auditors and administrative personnel necessary to perform complete and accurate home energy audits, beginning with the receipt of the customer audit schedule from City of Georgetown staff. Energy Auditors must hold one of the following approved certifications: (a) Building Performance Institute (BPI) Certification; or (b) RESNET Home Energy Rating System (HERS) Rater Certification.

2. **Provision of Audit Reports:** Contractor shall provide a final audit report to the City in accordance to a mutually agreed upon form and based on the specific needs of the property under audit.

3. **Scheduling Coordination:** Contractor will provide designated **start times** to City of Georgetown staff to facilitate the scheduling of appointments with customers.

4. **Data Entry and Account Setup:** Create customer accounts in SNUGG Pro, the designated energy modeling software, and upload each customer's 12-month electric billing history to support accurate energy modeling. All data collected during Energy Audits shall remain the property of the City of Georgetown.

5. **Customer Communication:** Contractor will make **courtesy reminder calls to homeowners approximately 30 minutes prior to arrival** on the day of their scheduled Energy Audit to reduce no-shows and improve scheduling efficiency. If in the event the customer is unresponsive to the call the audit will not be conducted, and the Contractor will communicate to the City for next steps. If in the event, the customer wishes to reschedule the appointment, the Contractor will communicate the request to the City to determine next steps.

6. **Ongoing Communication with City Staff:** Contractor will maintain proactive communication with the City of Georgetown regarding any **field issues, challenges, or opportunities for program improvement** identified during the audit process.

7. **Safety Commitment: Contractor** will foster and maintain a safety-first culture for all personnel, both in the field and within our administrative offices, in alignment with industry best practices. Contractor will provide a copy of their safety standards and align with City standards.

8. **Invoicing: Contractor** will submit timely and accurate invoices in accordance with the City of Georgetown's invoicing procedures.

9. **Reporting: Contractor** will track and report key performance indicators (KPIs) and production metrics to designated Georgetown personnel on an agreed-upon schedule to ensure transparency and alignment with project goals.

10. **Customer Follow-Up: Contractor** will promptly address any customer concerns, complaints, compliments, or other feedback received during or after the audit process to uphold customer satisfaction.

11. **Data Management: Contractor** shall act as custodian for collection and storage of data relating to energy audits and comply with applicable data-privacy laws. Contractor shall maintain access and the applicable software upkeep for City usage.

G. CITY RESPONSIBILITIES

1. **Program Marketing:** Lead efforts to market and promote the Energy Audit Program to Georgetown Electric residential customers.

2. **Application Management and Data Provision:** Send, receive, and process customer applications for participation in the Energy Audit Program. The applicable data for the audits will be made accessible in Monday.com, or applicable software, to Contractor.

3. **Customer Scheduling:** Within Monday.com, or applicable software, City will conduct scheduling activity with the Contractor. The City will contact customers to schedule Energy Audit appointments and manage the overall scheduling calendar for program participants.

4. **Efficient Routing:** Utilize geo-mapping tools and consider home square footage during scheduling to maximize efficiency. Larger homes require additional time for audits and should be scheduled accordingly**.**

5. **Audit Scheduling Details to Contractor:** Provide Contractor with daily schedules that include the time, date, and location of all scheduled Energy Audits, as well as the homeowner's name, address, phone number, and any other pertinent details necessary for service delivery.

6. **Collection of Completed Audits:** Receive completed Energy Audit reports electronically from Contractor and manage program records accordingly If the City identifies deficiencies in an audit report, written notice shall be provided to the Contractor. Contractor shall have 5 business days to correct and resubmit.

7. **Distribution of Audit Reports:** Send completed Energy Audit reports to customers following Contractor's submission.

8. **Customer Service Support:** Provide a dedicated call center number for customers

to contact City of Georgetown personnel directly with questions about the program or next steps. If there are complaints or issues from the Customer concerning the audit, such issues will be directed towards the City. The City will contact the Contractor to address and rectify the matter if it is deemed warranted by the City.

9. **Community Outreach:** Coordinate and host outreach events to promote the Energy Audit Program and increase community engagement.

10. **Data Management: City** shall maintain access and the applicable software upkeep for Contractor usage.

EXHIBIT B
CUSTOMER ACKNOWLEDGEMENT AND SIGNATURE PAGE

Lone Star Energy Efficiency (LSEE) shall obtain the customer's executed acknowledgement prior to commencing services.

Customer Acknowledgment

1. Home Access: I understand that the energy audit requires inspection of interior and exterior areas of my home, including rooms, closets, attic, and crawlspaces. I agree to provide safe and unobstructed access to these areas. Initials _____

2. Gas Appliances: I understand that LSEE does not test gas appliances for carbon monoxide or combustion safety. I am advised to have my gas appliances tested by a licensed professional before or after the audit if desired. Initials _____

3. Appliance Use: I agree to operate any appliances, thermostats, or HVAC systems as requested by the auditor during testing. LSEE personnel will not turn on or off appliances themselves. Initials _____

4. Liability Acknowledgment: I agree to hold harmless Lone Star Energy Efficiency, its employees, agents, and subcontractors, as well as the City of Georgetown, for any injury, loss, or property damage arising from the audit work performed under this program, except in cases of gross negligence or willful misconduct. Initials _____

5. Purpose of Audit: I understand that the purpose of the audit is to identify opportunities for energy-efficiency improvements. Recommendations are advisory only, and implementation decisions are my responsibility. Initials _____

6. Data Use and Privacy: I understand that my home-energy-audit data, including photographs, diagnostic results, and relevant personal information, may be shared with the Lone Star Energy Efficiency solely for program administration, quality assurance, and reporting purposes. All personal information will remain confidential and will not be used for marketing without my consent. Initials _____

7. Safety and Access Conditions: I will ensure that my home is safe and accessible at the scheduled audit time, including securing pets and providing unobstructed access to all required areas. I understand that if unsafe or inaccessible conditions prevent the audit from being completed, the appointment may be rescheduled or subject to a Denial Fee as outlined in the program terms. Initials _____

8. Program Eligibility: I confirm that I am the homeowner or authorized occupant of this property and eligible to participate in the Residential Energy Audit Program. Initials _____

9. Communication and Follow-Up: I consent to be contacted by Lone Star Energy Efficiency or the City of Georgetown for matters directly related to this audit, including audit results, program feedback, or issue resolution. This consent does not extend to unrelated marketing or promotional activities. Initials _____

10. Report Scope and Limitations: I understand that the energy audit is not a building-code or safety inspection, and no warranty is implied regarding the condition of my home or its systems. Recommendations provided are advisory and based on observed conditions at the time of the audit. Initials _____

11. Preexisting Conditions: I understand that Lone Star Energy Efficiency is not responsible for any preexisting damage, defect, or safety hazard in my home that may be discovered during the energy audit. The Contractor will document and report such findings for my awareness but assumes no liability for conditions that existed prior to the audit. Initials _____

Customer Information

Customer Name	_____
Service Address	_____
City / State / ZIP	_____
Phone	_____

Signatures

Customer Signature: _____ Date: _____

Printed Name: _____

Residential Energy Audit Program – Contract No. 25-0393-SC

EXHIBIT C
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.

Category	Cost per Home ($)
Homes < 2,300 sq. ft.	$500
Homes > 2,300 sq. ft.	$650

For the avoidance of doubt, compensation shall not be reduced due to the absence of a duct leakage system; homes utilizing ductless mini-splits or window A/C units remain eligible for the full per-home payment applicable to their size category.

Category	Cost per Occurrence$)
Trip Charge	$50
Suspension Fee	$125

In recognition of fixed mobilization, staffing, and operational costs, Lone Star Energy Efficiency shall be paid:

- A Trip Charge if the customer is a no-show, denies access, or reschedules when the energy auditor is on site, this charge will be applied to offset mobilization to the home.
- A suspension fee for time on site will be charged when the audit cannot be completed due to reasons outside the Contractor's control and through no fault of the Contractor, including (without limitation) structural conditions, customer behavior, or unsafe site conditions (e.g., unsanitary conditions, or other health and safety hazards). Contractor will document the condition(s) preventing completion and provide to the City. This will be stored under the Customer file.

Any change to scope, volume, or schedule shall be agreed upon in writing through a mutually executed amendment prior to implementation.

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

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.
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 E
CERTIFICATES OF INSURANCE

City of Georgetown, Texas
City Council
February 24, 2026

SUBJECT:
Georgetown Electric Utility Pre-Apprentice Lineworker Trade School Scholarship

SUGGESTED ACTION:
Consideration and possible action to adopt the Pre-Apprentice Lineworker Trade School Scholarship Program Policy -- Danny Potter, Electric Safety and Employee Development Program Manager

ITEM SUMMARY:
The proposed policy establishes the City of Georgetown Pre-Apprentice Lineworker Trade School Scholarship Program to address the growing shortage of qualified electric lineworkers and support the development of a local workforce pipeline. The program provides financial assistance, career exposure, and mentorship opportunities to eligible students pursuing pre-apprentice lineworker training programs, while strengthening the City's long-term electric utility workforce readiness.

Under the policy, the City will award up to two scholarships annually, each covering 50 percent of tuition costs (not to exceed $5,000), paid directly to approved accredited trade schools upon enrollment verification. Scholarship recipients must meet residency or local school enrollment requirements, complete the application process, and maintain program enrollment and good academic standing. A five-member Scholarship Committee will review applications using a standardized scoring rubric and recommend awardees for approval.

The program is funded through the Electric Utility Fund and is subject to annual appropriation. Program performance will be evaluated annually based on application activity, completion rates, and employment outcomes, with periodic reporting to the City Council and Georgetown Electric Utility Advisory Board.

Recommend Action:

Approve the City of Georgetown Pre-Apprentice Lineworker Trade School Scholarship Program Policy to establish a structured workforce development initiative supporting future electric utility staffing needs.

FINANCIAL IMPACT:
Up to $10,000 as approved in the FY2026 budget.

SUBMITTED BY:
Rene Bywater-Barajas, Electric Department

ATTACHMENTS:
2026 Lineworker Scholarship Policy (CLEAN).pdf

City of Georgetown
Pre-Apprentice Lineworker Trade School Scholarship Program Policy

Presented by: Daniel Potter, Electric Safety and Employee Development Program Manager

Date: [Insert Date]

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1. Addressing the Lineworker Workforce Challenge

The electric utility industry faces a nationwide shortage of journeyman linemen. The shortage has been attributed to retirements, an aging workforce, and increasingly rigorous safety and training requirements. The U.S. Bureau of Labor Statistics projects more than 10,000 lineworker openings annually through 2032. U.S. Bureau of Labor Statistics, Occupational Outlook Handbook. For municipal utilities like Georgetown Electric, this challenge is compounded by competition from larger neighboring journeymen linemen employers which may offer broader career pathways and higher compensation.

To ensure long-term workforce stability and operational reliability, Georgetown Electric is launching the Pre-Apprentice Lineman College Scholarship Program. This Program will provide financial support, structured mentorship, and a clear career roadmap to help local students enter the linework profession. By engaging candidates early and building a homegrown pipeline of skilled lineworkers, the utility enhances safety, retention, and community connection.

Through this program, Georgetown Electric invests in both students and the City's future—developing well-prepared, locally rooted lineworkers who strengthen service reliability, uphold safety standards, and ensure continuity for generations to come.

2. What is a Pre-Apprentice Lineman College?

Pre-apprentice lineman colleges offer foundational instruction on electrical systems, pole climbing techniques, safety standards, personal protective equipment, and OSHA guidelines. Completion significantly reduces safety incidents and ensures candidates are ready for the rigorous demands of utility work.

3. How Students Benefit

Scholarship recipients will gain valuable insights into a career as a Lineworker. All students will receive:

- The scholarship is a one-time award covering fifty percent (50%) of tuition expenses, capped at a maximum of Five Thousand Dollars ($5,000.00), for an eligible program lasting no more than six (6) months. If a recipient enrolls in a program exceeding six (6) months, the scholarship will apply only to the

initial term, and no additional funding will be provided beyond the one-time award.On going mentorship with Georgetown Electric linemen during college
- Utility tours and job shadowing opportunities
- Information clearly detailing the steps to becoming a journeyman lineman
- Guidance on physical and academic preparation
- Information on additional external scholarships (APPA, trade unions)

Scholarship recipients will receive detailed guidance on how to enroll in affordable pre-apprentice trade schools, learn about scholarship opportunities from external organizations such as the American Public Power Association (APPA), local trade unions, and workforce development programs. By offering transparency about costs, timelines, benefits, and multiple funding paths, the program removes barriers and inspires a much broader group of candidates to enter the utility trades with confidence and purpose.

Importantly, even students who do not receive the scholarship will benefit from this Program. Through outreach events, utility tours, and job shadowing opportunities, all interested students will be introduced to the roadmap to become journeyman Lineworker.

4. Utility Benefits and Clear Exchange of Value

The City and the Georgetown Electric Utility receives clear, measurable value from this scholarship and outreach program through:

- Workforce development: Expanding awareness of electric utility careers generating a larger, more qualified, and better-prepared applicant pool.
- Enhanced operational readiness: Apprenticeship candidates enter college with stronger foundational knowledge of what it takes to become a J Lineworker.
- Community engagement: The program builds positive relationships and reinforces the Utility's reputation as an employer of choice committed to local workforce investment.

Even students who do not receive scholarships gain exposure to linework as a viable career, creating a sustained pipeline of skilled candidates. This mutual exchange of value—educational opportunity for students and workforce resilience for the Utility—meets the requirements of Texas procurement law and advances the City's long-term operational goals.

5. Program Metrics and Success Measurement

To measure the program's impact, Georgetown Electric will track:

- Scholarship application and acceptance rates
- Completion rates of scholarship recipients
- Employment outcomes post-training
- Mentor and mentee feedback

This data ensures continuous improvement and validates ongoing program investment.

6. Scholarship Disbursement Policy

1. **Purpose:** To define clear guidelines for the distribution of City funds for the scholarship.

2. **Funding Disbursement Update:**
   a. All scholarship funds will be dispensed from Electric Fund 610 under a cost center and spending category clearly designated for scholarship purposes.
   b. Two scholarships will be awarded annually, each valued at $5,000, making this an ongoing annual expense.
   c. Approved lineman trade schools include:
      1. Texas State Technical College (TSTC) in Waco
      2. Northwest Lineman College in Denton
      3. Austin Community College (ACC) Lineman Program in Round Rock
      4. TEEX Lineman Program in Bryan-College Station

   The City reserves the right, at its sole discretion, to establish, modify, or amend the list of approved colleges, universities, or trade schools eligible for participation in this program at any time.

3. **Funding Disbursement Guidelines**
   a. **Award Amount:** The scholarship covers 50% of tuition, capped at $5,000, and is paid directly to the accredited lineman trade school upon enrollment verification.
   b. **Payment Method:** Funds are paid directly to the school, never directly to students.
   c. **Timeline:** Payment occurs within 30 days of enrollment verification. If the scholarship Awardee fails to register, then that awardee will forfeit funds

provided through the Lineman Scholarship Program. Scholarship awardee is expected to enroll within 90 days of award.

d. **Oversight:** Administered by the Electric Safety and Employee Development Program Manager, adhering to city financial procedures.

If a qualified applicant is currently enrolled in a local pre-apprentice program they shall be eligible to apply for and receive funds. If the applicant has already graduated from an apprentice program before he or she submits their application, then they will not be eligible for the Scholarship Program.

7. Scholarship Committee

The Scholarship Committee will be responsible for reviewing all eligible applications and selecting the two annual scholarship recipients. The committee will consist of an equal number of members with prior or current linework experience and members representing the Georgetown community, public boards, and educational institutions. Committee members will be appointed by the General Manager and Business Operations Manager.

Scholarship Committee Composition and Responsibilities

The Committee shall consist of five (5) voting members, appointed by the General Manager of the Electric Utility, representing a cross-section of internal and community perspectives:

- Three (3) representatives from the Electric Utility, including at least one supervisor familiar with Lineworker training or apprenticeship programs.
- One (1) representative from a local educational institution, technical school, or workforce development partner.
- One (1) community or industry representative with relevant experience in workforce or vocational development.

The committee will be provided with standardized grading rubric and a defined timeline for candidate selection each year.

Rules, Roles and Responsibilities

1. All members must commit to impartiality and confidentiality throughout the selection process.
2. No committee member may have a direct familial relationship with any applicant.

3. Decisions will be made based on a standardized grading rubric and majority vote.
4. The committee will operate under an annual selection timeline provided by the Electric Safety Program Manager.

The Committee shall:

1. Review all scholarship applications in accordance with established eligibility and evaluation criteria.
2. Recommend scholarship recipients for approval by the General Manager or designee.
3. Ensure the selection process is equitable, consistent, and free from conflicts of interest.
4. Periodically review program effectiveness and recommend improvements to maintain workforce alignment.

Conflict of Interest

Committee members shall recuse themselves from deliberations involving any applicant with whom they have a personal, professional, or financial relationship.

Dispute Process:
Applicants who are not selected may submit a written appeal within 15 business days of notification. Appeals must be sent to the General Manager's office for review by an appointed appeals panel, whose decision will be final.

8. Funding

This program is established as an annual initiative to attract, train, and retain skilled linemen for the City of Georgetown, subject to annual appropriation and approval by the City Council of the City of Georgetown. The scholarship is funded through Cost Center 0523 and aligns with the City's strategic goals, workforce development priorities, and commitment to public benefit.

9. Application Process and Requirements

Applications will open and close on published dates each fiscal year. All applications must include:

- Proof of residency or proof of enrollment in an accredited high school within the city limits of Georgetown.

- Proof of graduation or GED Certificate
- A personal statement or essay describing career interest in linework.
- At least one letter of recommendation.

Applications must be submitted via the official city portal, email, or designated drop-off location. Applicants will receive confirmation of receipt.

10. Selection Criteria

The Scholarship Committee will evaluate applications based on the following weighted scoring rubric:

- 40% Career interest and quality of essay.
- 30% Academic readiness.
- 20% Community involvement.
- 10% Interview performance.

The rubric will be reviewed annually for fairness and relevance. All scoring sheets will be retained for a minimum of three years.

11. Payment & Disbursement Controls

The final authorization for payment to the approved trade school will be issued by the General Manager or their designee and will follow accounts payable policies of the City of Georgetown. Any refunds from the school due to student withdrawal will be returned to the City of Georgetown.

12. Post-Award Recipient Requirements

Recipients must provide proof of continued enrollment each semester and maintain good academic standing. The successful candidate will work with their trade school to provide progress reports and all official evaluations to the COG Electric Department.

Upon graduation, scholarship recipients are expected to make a good-faith effort to apply for available City positions for which they are qualified, allowing the City the opportunity to consider them through its standard hiring processes. This expectation does not create any guarantee or obligation of employment by the City.

In the event a scholarship recipient voluntarily withdraws from, fails to complete, or is dismissed from the approved line school program for any reason other than circumstances beyond the recipient's reasonable control, the City may require repayment of scholarship funds disbursed on the recipient's behalf, on a prorated basis reflecting the portion of the program not successfully completed.

13. Marketing & Public Outreach

The scholarship program will be promoted annually through school visits, career fairs, media releases, and the City's official website. The approved trade schools list will be reviewed and updated annually as necessary.

The Electric Safety Program Manager will be responsible for public outreach, overall program design, and coordination of outreach activities.

14. Program Review & Reporting

An annual review will be conducted by the Electric Safety Program Manager to assess program performance against established metrics. A report summarizing the annual program review will be presented to the City Council or Electric Utility Board summarizing applications, awardees, completion rates, and financial expenditures.

15. Policy Amendment Clause

This policy may be amended by approval of the City Council or Electric Department General Manager. It will be reviewed at least once every three years to ensure it remains current and effective.

City of Georgetown, Texas
City Council
February 24, 2026

SUBJECT:
Cintas Uniform Lease Agreement

SUGGESTED ACTION:
Consideration and possible action to approve a service agreement with Cintas for the lease of uniform apparel utilizing Omnia Partners Contract #001299 with an initial one year term for an amount not to exceed $80,000.00 and to authorize the City Manager to execute renewals for up to four additional one-year terms -- Isaac Conde, Water Operations Supervisor, and Chelsea Solomon, PE, Water Utility Director

ITEM SUMMARY:
The Water Department seeks approval to enter into a uniform service lease agreement for the provision of uniforms to Water Service field staff.
Upon approval of this agreement, field and treatment staff will be issued seven (7) uniform bottoms and seven (7) uniform tops. Pump mechanics will be issued eight (8) fire-retardant bottoms, eight (8) fire-retardant base-layer tops, and an additional three (3) fire-retardant outer-layer tops.
This agreement will ensure staff are provided with appropriate, consistent, and safety-compliant uniforms necessary to perform their duties effectively.

FINANCIAL IMPACT:
Funds are available in Fund 660, Cost Centers CC0524, CC0527, CC0528, CC0529, CC0530, CC0531

SUBMITTED BY:
Deniece Villela, Water Utility Department

ATTACHMENTS:
CC022426 26-0104-SC Cintas.pdf
Uniform Budget.pdf

HARD-WORKING STYLE & COMFORT

READY™

OMNIA PARTNERS #001299

CINTAS
READY FOR THE WORKDAY®

Proposal Date: 10/17/2025

Expiration Date: 2/28/2026

Customer Name		Prepared For	
CITY OF GEORGETOWN		**CITY OF GEORGETOWN**	
Delivery Address		Delivery Address 2 :	
5501 WILLIAMS DR			
City :	State / Province :	Zip / Postal Code :	Phone :
Georgetown	**TX**	**78633**	**512-931-7617**

Operations Crew

Garment	Frequency	Inventory	Unit Price	Price
X23273 MENS COMFORTFLEX PRO SHIRT	Weekly	7	$ 0.550	$ 3.850
X381 CARHARTT 5 PKT JN	Weekly	7	$ 0.680	$ 4.760
100Employees / Price per employee per week: $8.61		**Weekly Total :**	$	**861.00**

Pumps & Motors FR Apparel

Garment	Frequency	Inventory	Unit Price	Price
X280 FR CARHARTT JEAN	Weekly	8	$ 0.790	$ 6.320
X60081 MENS FR BASE LAYER	Weekly	8	$ 0.710	$ 5.680
X297 FR CARHARTT T-SHIRT	Weekly	3	$ 0.710	$ 2.130
20Employees / Price per employee per week: $14.13		**Weekly Total :**	$	**282.60**

Programs

Charge Description	Unit Price
Uniform Advantage	$ 112.00
Premium Uniform Advantage	$ 60.80
Prep Advantage	$ 89.00

Emblem Advantage	$	55.20
Weekly Total :	$	**317.00**

Other Charge

Charge Description	Price Per Week	
Service Charge	$	0.00

Uniform Charges

Charge Description	One Time Charges	
Name Emblem	$	1.95
Company Emblem	$	2.95
Custom Emblem 1	$	3.95
Preparation Charge	$	2.25

Total

Charge Description	Sale Price	
Weekly Delivery Total	$	1,460.60

#

Sales Partner
HURTADOA2@CINTAS.COM
UR v1

ADDENDUM TO CINTAS PROPOSAL WITH
THE CITY OF GEORGETOWN, TEXAS
FOR UNIFORM LEASING AND RELATED SERVICES

This Addendum ("Addendum") pertains to the proposal dated October 17, 2025, issued by Cintas Corporation No. 2 ("Cintas") to the City of Georgetown, Texas ("City") for uniform leasing and related services (the "Proposal").

WHEREAS, the University of Nebraska issued RFP No. 3702-22-4618 to solicit proposals from qualified vendors for Facilities Workplace Solutions. As a result, the University of Nebraska entered into Master Agreement 001299 with Cintas Corporation No. 2, effective June 1, 2023 ("Master Agreement"); and

WHEREAS, the Master Agreement was made available to additional state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Participating Public Agencies") through the cooperative purchasing program administered by the National Intergovernmental Purchasing Alliance Company d/b/a OMNIA Partners, Public Sector; and

WHEREAS, pursuant to OMNIA's cooperative purchasing program, the terms and conditions of the Master Agreement apply to any Participating Public Agency utilizing it; and

WHEREAS, the City is a Participating Public Agency and has procured the Proposal from Cintas under the Master Agreement. The pricing and terms governing the goods and services described in the Proposal are subject to the Master Agreement; and

WHEREAS, the Scope of Services set forth in RFP No. 3702-22-4618 ("Scope of Services") is incorporated herein by reference and made part of this Agreement; and

WHEREAS, this Addendum, together with the Proposal, the Scope of Services, and the Master Agreement constitute the Agreement (the "Agreement").

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement the parties agree as follows:

1. **Consideration.** In consideration for the services performed in the Scope of Services and Cintas's completion of work in conformity with this Agreement, the City shall pay Cintas an amount not to exceed **EIGHTY THOUSAND DOLLARS AND NO CENTS ($80,000.00)** annually.

2. **Term.** This Agreement shall become effective on the date signed by the City ("Effective Date"). The initial term of the Agreement is for one (1) year, beginning on the Effective Date, 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.

3. **City Terms Prevail**. In the event there is a conflict between a term in this Addendum, the

Proposal, the Scope of Services, or the Master Agreement, the terms of this Addendum shall prevail.

4. **Payment.** Invoices must be submitted by Cintas in duplicate to the City of Georgetown, Accounts Payable, P.O. Box 409, Georgetown, Texas 78627. If invoices are subject to a cash discount, discount period to be taken from the date of completion of order or date of receipt in invoice, whichever occurs last regardless of whether or not correct discount terms appear on invoice. All invoices to be paid in full within 30 days after satisfactory delivery and billing unless otherwise specified or mutually agreed upon before this order was placed.

   The City will not be liable for payment of invoices first received six (6) months after order completion (defined as "Acceptance"). All payments will be processed in accordance with Texas Prompt Payment Act, Texas Government Code, Subtitle F, Chapter 2251. Cintas 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 Cintas 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 Cintas and a subcontractor and its contractors 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.

5. **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. Cintas 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.

6. **Verbal Orders.** The terms and conditions in this Agreement also apply to emergency and rush orders placed verbally with Cintas in which case a confirming purchase order stamped "CONFIRMATION" will be forwarded to Cintas.

7. **Cancellations.** The City reserves the right to cancel this Agreement and any subsequent purchase orders issued hereunder, if any, for failure on the part of Cintas to deliver as promised, or within a reasonable time if no delivery commitment is made unless acceptable notification of delay is given to the City by Cintas.

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 Cintas a written notice of termination at the end of its then current fiscal year.

9. **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, Cintas 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 Cintas, 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.

10. **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 Cintas from the City's contractor list in the event that this Agreement is terminated for cause and any offer submitted by Cintas may be disqualified for up to three (3) years.

11. **Insurance.** Cintas shall procure and maintain Workers' Compensation, General Liability, and Auto Liability Insurance, at its own expense, for all work related to the performance of this Purchase Order.

12. **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 Cintas's responsibility to obtain a sales tax permit, resale certificate, and exemption certificate that shall enable Cintas 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.

13. **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.

14. **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 Cintas:

Cintas Corporation No. 2
ATTN: General Counsel
6800 Cintas Boulevard
Mason, Ohio 45262-5737

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

15. Representations and Warranties.

a. Cintas warrants that it will convey good title to all goods, free of all encumbrances, and all goods delivered shall be free from defects in workmanship, material, and manufacture, shall comply with the requirements of this Agreement, including any drawings or specifications incorporated or samples furnished by Cintas, shall be free from defects in design, and shall be merchantable. In the event Cintas is providing the City with services, Cintas warrants and represents that each of its employees and agents to perform any services under the terms of this Agreement shall have the skills, training, and background reasonably commensurate with their level of performance or responsibility, to be able to perform in a competent and professional manner that is consistent with industry standards. Cintas further warrants the services provided will conform to the requirements of this Agreement and that in performing the services Cintas will not be in breach of any agreement with a third party.

b. Notwithstanding the foregoing, the City agrees it bears sole responsibility for selecting the flame resistant clothing and fabrics ("FRC") under this Agreement and for determining whether such items are appropriate for use by its employees and agents in their applicable work environment(s). CITY ACKNOWLEDGES THAT CINTAS HAS MADE NO REPRESENTATION, WARRANTY, OR COVENANT WITH RESPECT TO THE FLAME-RESISTANT QUALITIES OR OTHER CHARACTERISTICS OF THE FRC OR WITH RESPECT TO THEIR FITNESS OR SUITABILITY FOR THIS OR ANY OTHER PURPOSE. CINTAS MAKES NO REPRESENTATION WHETHER THE FRC CONSTITUTES APPROPRIATE PERSONAL PROTECTIVE EQUIPMENT FOR THE ENVIRONMENT(S) TO WHICH THE CITY'S EMPLOYEES OR AGENTS

MAY BE EXPOSED OR AS TO THE FRC'S ABILITY TO PROTECT USERS FROM INJURY OR DEATH. Customer agrees to notify all employees and other agents of Customer who may wear or will be wearing the FRC that it is not designed for substantial heat exposure or for use around open flames. Customer acknowledges that compliance with any and all OSHA or other similar regulations or requirements relating to personal protective equipment is the sole responsibility of Customer.

The foregoing warranties are conditions to this Agreement and are in addition to all other warranties, expressed or implied, and shall survive any delivery, inspection, acceptance, or payment by the City. All warranties shall run to the City. If any warranties specified herein or otherwise applicable are breached by Cintas, the City may, at its election, require Cintas to correct at Cintas's sole expense any defect or nonconformance by repair or replacement or return any defective or nonconforming goods to Cintas at Cintas's expense and recover from Cintas the purchase price or, in the case of services, require reperformance of the services or terminate this Agreement and receive a full refund. Cintas agrees to hold the City harmless from any loss, damage, or expense, including court costs and reasonable attorneys' fees, that City may suffer as a result of a breach or alleged breach of the foregoing warranties. The foregoing remedies are in addition to all other remedies the City may have at law or in equity.

16. **Delivery.** All deliveries to be made to the City's Central Receiving location at 300-1 Industrial Ave, Georgetown, Texas 78626 unless otherwise specified on the face of this order. Deliveries will be accepted only during normal working hours on normal working days (8 a.m.-5 p.m., Monday through Friday). Unless otherwise indicated, items received must be new and in first class condition and if type of materials normally packaged for protection and convenience in storage, shall be in proper container. All services performed shall conform to the quality and workmanship of the accepted standards in the industry.

17. **Risk of loss.** Risk of loss, damage or destruction of the materials covered by this Agreement shall be borne by Cintas until delivery in good condition of conforming products at the F.O.B. point designated on this Agreement. Any rejected goods shall be at the Cintas' risk until returned to Cintas, at Cintas' expense, or otherwise disposed of as Cintas shall reasonably request.

18. **Inspection.** The City may, but shall not be obligated to, inspect Cintas' performance under this Agreement from time to time. The City's inspection, or lack of inspection, will not constitute an acceptance of any Deliverable or a waiver of any right or warranty or preclude City from rejecting any defective Deliverable. If deficiencies are detected, the goods and/or services will be rejected, and Cintas will be required to make necessary repairs, corrections, or replacements. Payment and/or commencement of a discount period will not be made until the corrective action is made; the goods and/or services are re- inspected and accepted.

19. **Independent Contractor.** This Agreement shall not be construed as creating an

employer/employee relationship, a partnership, or joint venture. Cintas' services shall be those of an independent contractor. This Agreement does not grant any rights or privileges established for employees of the City. Cintas 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.

20. **Force Majeure.** The City and Cintas will exert all efforts to perform the tasks set forth herein within the proposed schedules. However, neither the City nor Cintas 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.

21. **Personal Interest.** Chapter 2.20 et seq. of the City of Georgetown Code of Ordinances is applicable to any order placed by the City and states in part that members of the City Council and officers and employees of the City shall comply with state law pertaining to conflicts of interest of local government officials, including Texas Local Government Code, Chapter 171, as amended.

22. **Certifications [$100,000 or more]:** If Cintas has 10 or more full-time employees and the value of the goods and services provided under this Agreement and any subsequent purchase orders issued hereunder is $100,000 or more, then Cintas certifies:
    a. Cintas certifies it does not currently boycott Israel and will not boycott Israel during the term of this Agreement. Cintas acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
    b. Cintas certifies it does not currently boycott energy companies and will not boycott energy companies during the Term of this Agreement. Cintas acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
    c. Cintas certifies it does not currently boycott firearm and ammunition industries; and will not boycott firearm and ammunition industries during the Term of this Agreement. Cintas acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

23. **Prohibited Firms and Related Certifications:** The City of Georgetown prohibits conducting business with Firms under the following conditions:
    a. Contractors who have failed to comply with their state contracts and have been debarred from doing business with the State of Texas. By providing services or goods pursuant to this Agreement, Cintas certifies that it has not been debarred from doing business with the State of Texas.
    b. Contractors who conduct business with Iran, Sudan, or a foreign terrorist organizations. By providing services or goods pursuant to this Agreement, Cintas certifies that Cintas is not engaged in business with Iran, Sudan, or a foreign terrorist organization.

24. **Nondiscrimination.** Cintas, 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. Cintas shall not participate either directly or indirectly in the discrimination prohibited by any federal, state or local law.

25. **Right to Audit**. Cintas agrees that the representatives of the City shall have access to, and the rights to audit, examine, or reproduce, any and all of Cintas' records related to the performance under this Agreement. Cintas 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 Cintas are resolved, whichever is longer.

26. **Advertising and Publicity**. Cintas 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. **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.

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

29. **Severability**. This Agreement is severable and if any one or more parts of it are found to be invalid, such invalidity shall not affect the remainder of this Agreement if it can be given effect without the invalid parts.

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

31. **Dispute Resolution.** If either Cintas 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 Cintas and the City respecting any service provided or to be provided hereunder by Cintas, Cintas agrees to continue providing on a timely basis all services to be provided by Cintas hereunder, including any service as to which there is a dispute.

32. **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 Cintas without the prior written consent of the City. Any attempted assignment or delegation by Cintas shall be void unless made in conformity with this paragraph.

33. **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 Cintas.

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

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

[*signatures on the following page*]

CITY OF GEORGETOWN:

By: _____

Name: Josh Schroeder, Mayor

Date: _____

CINTAS:

By: _____

Name, Title: Virginia Schabbing

Date: 2/5/2026

ATTEST:

_____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

_____
Skye Masson, City Attorney

Workplace Solutions
Cooperative Acceptance Agreement

CINTAS
READY FOR THE WORKDAY®

Main Corp Code 13897 / MLA # 211011348
GPO # 211011196

Service Location No : 0086

MLRA/NA :

Account Number :

Contract No :

Date : 11/20/2025

Business Index :

Dynamics ID : ed95ddc3-f6fb-425a-97ea-61d7c8fb8b8d

Customer Name		DBA Name	
CITY OF GEORGETOWN		**CITY OF GEORGETOWN**	
Delivery Address		Delivery Address 2 :	
5501 WILLIAMS DR			
City :	State / Province :	Zip / Postal Code :	Phone :
Georgetown	**TX**	**78633**	**512-931-7617**

*This agreement is effective as of the date of execution for a term of 36 months from the date of installation

Garments

Garments	Frequency	Inventory	Unit Price
X23273 MENS COMFORTFLEX PRO SHIRT	Weekly	7	$ 0.550
X381 CARHARTT 5 PKT JN	Weekly	7	$ 0.680
X280 FR CARHARTT JEAN	Weekly	8	$ 0.790
X60081 MENS FR BASE LAYER	Weekly	8	$ 0.710
X297 FR CARHARTT T-SHIRT	Weekly	3	$ 0.710

Uniform Programs

Program Description	Included: YES/NO	Per garment / per week
Uniform Advantage Uniform Advantage covers damaged garments needing to be replaced outside of normal wear. Uniform Advantage does not cover lost or unreturned garments. The Customer or Company may cancel Uniform Advantage at any time.	YES	$ 0.08
Emblem Advantage Emblem Advantage covers name and company emblems initially selected by Customer. The Customer or Company may cancel Emblem Advantage at any time after six months from the date of installation.	YES	$ 0.06
Premium Uniform Advantage Premium Advantage covers damaged garments needing to be replaced outside of normal wear. Premium Advantage does not cover lost or unreturned garments. The Customer or Company may cancel Premium Advantage at any time.	YES	$ 0.16
Prep Advantage Prep Advantage covers all cost associated with garment preparation.The Customer or Company may cancel Prep Advantage at any time after six month from the date of installation.	YES	$ 0.05

Uniform Charges

The additional charges below are subject to adjustment by Company effective upon notice to Customer,which notice may be in the form of an invoice. Pricing of emblems is valid for initial installation only

Name Emblem	$ 1.95
Company Emblem	$ 2.95
Custom Emblem 1	$ 3.95

Preparation Charge	$ 2.25

	Per garment
Non-Standard Special Cut Garment (i.e.,non-standard,non-stocked,unusually small or large sizes,unusually short or long sleeve or length,etc.) premium charges are per garment delivery. Non-Standard Special Cut Charge	$ 0.15
FRC Non-Standard Special Cut Charge	$ 0.16
Size Change Charge Customer agrees to have employees measured by Cintas representative using garment size samples.An additional charge per garment will be assessed for employees size changed within4 weeks of add-on or installation	$ 15.00

Storage

Charge Description	Per Delivery
Lockers	$ 0.00
Laundry Lock Up	$ 0.00
Shop Towel Container	$ 0.00
Free Liquid Statement. Under no circumstances will the Company accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spoils.	

Payment Charges

COD Terms per delivery charge for prior service (if Amount Due is Carried to Following Delivery)

Charge Description	Price
COD Term Charge	$ 6.00

Other Charges

Charge Description	
Artwork Charge for Logomat	$ 0.00
Minimum Charge: $35 per delivery or 50% of initial invoice (the greater of the two)	

Agreement Provisions

Description	Included: YES/NO
Unilease All garments will be cleaned by Customer.	NO
Linen Service Company will may make periodical physical inventories of items in possession or under control of Customer.	NO
Hi-Vis Garments Customer receives Hi-Vis Garments.	NO
Flame Resistant Garments Customer receives Flame Resistant Garments.	YES
Direct Embroidery If service is discontinued for any employee, or Customer deletes any of the garments with the direct embroidery for any reason, or terminates this agreement for any reason or fails to renew this agreement, Customer will purchase all direct embroidery garments at then current replacement value.	
Other :	

Workplace Solutions
Cooperative Acceptance Agreement

CINTAS
READY FOR THE WORKDAY®

Agreement Terms And Conditions

PLEASE READ THESE TERMS CAREFULLY. BY SIGNING THIS ACCEPTANCE AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ, AND THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY, THESE TERMS. This workplace solutions cooperative acceptance agreement (this "Acceptance Agreement") is effective as of the date of execution for a term of 36 months from the date of installation or renewal (the "Term").

OMNIA PARTICIPATING PUBLIC AGENCIES TERMS

1. **Participating Public Agencies:** Cintas Corporation No. 2 ("Cintas") agrees to extend the same terms, conditions, and covenants agreed to under the OMNIA Vendor Agreement executed between Cintas and University of Nebraska (the "Master Agreement") to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access the Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each Participating Public Agency will be exclusively responsible and deal directly with Cintas on matters relating to length of agreement, ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of the Master Agreement. By executing this Acceptance Agreement, the Customer identified on Page 1 herein agrees to be bound by the terms and conditions set forth in the Master Agreement as a Participating Public Agency and the terms and conditions set forth in this Acceptance Agreement. Master Agreement available at https://www.omniapartners.com/publicsector.

2. **Dispute Resolution – Arbitration and Class Waiver:** This provision shall take precedence over and supersede any contrary or conflicting provision in the Master Agreement.

    a. **Arbitration Notice:** Customer agrees to the maximum extent permitted by law that any dispute, controversy, or claim arising out of or relating to this Acceptance Agreement (including its enforcement, performance, breach, arbitrability, or interpretation) or to the products or services provided hereunder will be submitted to and resolved by final and binding individual arbitration. ARBITRATION MEANS THAT AN ARBITRATOR, AND NOT A JUDGE OR A JURY, WILL DECIDE THE DISPUTE, CONTROVERSY, OR CLAIM. BY ACCEPTING THESE TERMS, YOU AND CINTAS ARE EACH EXPRESSLY WAIVING THE RIGHT TO A TRIAL BY JURY AND TO PURSUE OR PARTICIPATE IN ANY CLASS ACTION, COLLECTIVE ACTION, OR REPRESENTATIVE CLAIMS OR PROCEEDINGS EITHER IN ARBITRATION OR IN ANY COURT. To the extent a class or collective action or representative claim or proceeding may not be waived, you agree to stay any such actions, claims, and proceedings until after all actions, claims, and proceedings subject to arbitration are fully resolved.

    b. **Arbitration Procedures:** Any arbitration between Customer and Cintas will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Acceptance Agreement, and will be administered by the AAA. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting Cintas. Any arbitration hearings will take place in the state in which Customer is located; provided, however, that if the claim is for $10,000 or less, Customer may choose for the arbitration instead to conducted: (i) solely on the basis of documents submitted to the arbitrator; or (ii) through a telephonic hearing. The arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based.

    c. **Fees:** Arbitration fees will be assessed consistent with the AAA Rules.

d. **No Class Actions in Arbitration or in Any Court, No Jury Trial:** CUSTOMER AND CINTAS AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL CAPACITIES AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, WHETHER IN ARBITRATION OR IN ANY COURT. FURTHER, UNLESS BOTH CUSTOMER AND CINTAS AGREE OTHERWISE, AN ARBITRATOR OR JUDGE MAY NOT CONSOLIDATE MORE THAN ONE PARTICIPATING PUBLIC AGENCY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. FOR THE AVOIDANCE OF DOUBT, CUSTOMER AND CINTAS AGREE TO RESOLVE ANY DISPUTE ON AN INDIVIDUAL, NON-REPRESENTATIVE, NON-CLASS BASIS IN ARBITRATION, BUT IF FOR ANY REASON SUCH DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO HAVE THE DISPUTE PROCEED AS A CLASS ACTION OR IN ANY REPRESENTATIVE CAPACITY WHATSOEVER. IF THE DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY.

e. **Enforceability:** If the requirement to submit any and all disputes, controversies, and claims to binding arbitration is found to be unenforceable or contrary to applicable law, the dispute, controversy or claim will be resolved in accordance with, and governed by, the laws of the State in which the Participating Public Agency exists.

f. **Severability:** If any section or provision of this paragraph 2, Dispute Resolution – Arbitration and Class Waiver, is found to be unenforceable or invalid, the parties will substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions of the parties, and the remainder will be given full force and effect.

3. **Dispute Resolution – Timing of invoice challenges:** Requests for an invoice adjustment or challenges to invoice amounts must be received by Cintas within 60 days of Customer's receipt of the contested invoice, or any billing dispute is waived. Notification to Cintas of a request for an invoice adjustment must be made in writing and must include the invoice number, disputed amount, and the reason for the disputed charge.

4. In the event of any conflict between this Acceptance Agreement and the Master Agreement, the Master Agreement shall prevail, except to the extent this Acceptance Agreement specifically provides that it is superseding a provision in the Master Agreement.

CINTAS GENERAL SERVICE TERMS SECTION

1. **Prices:** Customer agrees to rent from Cintas, and Cintas agrees to provide to Customer, all of Customer's requirements for uniform rental products and services at the prices listed in the Master Agreement, including annual price adjustments. An amendment to this Acceptance Agreement is not required when pricing in the Master Agreement is updated and adjusted. There will be a minimum charge of thirty-five dollars ($35.00) or 50% of initial invoice (whichever is greater) per delivery (the "Minimum Stop Charge") for each Customer location required to purchase its rental services from Cintas as set forth in this Acceptance Agreement. The Minimum Stop Charge shall supersede any conflicting or different term in the Master Agreement.

2. **Buyback of Non-Standard Garments:** Customer has ordered from Company a garment rental service requiring garments that may not be standard to Company's normal rental product line or include direct embroidery or an unusual emblem placement. Non-standard items will also include standard garments that have been embroidered. Those non-standard products will be designated as such under Garment Description in the Uniform Product Rental Pricing Chart(s). In the event the Customer deletes a non-standard product, alters the design of the non-standard product, fails to renew the Agreement, or terminates the Agreement in whole or in part for any reason, the Customer agrees to buy back all remaining non-standard products allocated to Customer that the Company has in service and out of service at the then current Loss/Damage Replacement Values.

3. **Garments' Lack of Flame Retardant or Acid Resistant Features:** Unless specified otherwise in writing by Cintas, the garments supplied under this Acceptance Agreement are not flame retardant or acid resistant and contain no special flame retardant or acid resistant features. They are not designed for use in areas of flammability risk or where contact with hazardous materials is possible. Flame resistant and acid resistant garments are available from Cintas upon request. Customer warrants that none of the employees for whom garments are supplied pursuant to this Acceptance Agreement require flame retardant or acid resistant clothing.

4. **Logo Mats:** In the event that Customer decides to delete any mat bearing the Customer's logo (Logo Mat) from the rental program, changes the design of the Logo Mats, terminates this Acceptance Agreement for any reason or fails to renew this Acceptance Agreement, the Customer will purchase at the time of deletion, design change or termination, all remaining Logo mats that Cintas has in service and out of service held in inventory at the then current Loss/Damage Replacement Value.

5. **Adding Employees:** Additional employees and merchandise may be added to this Acceptance Agreement at any time upon written or oral request by the Customer to Cintas. Any such additional employees or merchandise shall automatically become a part of and subject to the terms of this Acceptance Agreement. If such employees are employed at a Customer location that is then participating under this Acceptance Agreement, the Customer shall pay Cintas the one-time preparation fee indicated on the Master Agreement and / or outlined above. Customer shall not pay Cintas any one-time preparation fee for garments for employees included in the initial installation of a Customer location. There will be a one-time charge for name and/or company emblems when employees are added to the program in garments requiring emblems.

6. **Emblem Guarantee:** If Customer has requested that Cintas supply emblems designed exclusively for Customer featuring Customer's logo or other specific identification (hereinafter "Customer Emblems"), Cintas will maintain a sufficient quantity of Customer Emblems in inventory to provide for Customer's needs and maintain a low cost per emblem through quantity purchases. In the event Customer decides to discontinue the use of Customer Emblems, changes the design of the Customer Emblems, terminates this Acceptance Agreement for any reason or fails to renew this Acceptance Agreement, the Customer will purchase at the time of deletion, design change, termination or expiration, all remaining Customer Emblems that Cintas allocated to Customer at the price indicated on the Master Agreement and / or outlined above of this Acceptance Agreement. In no event shall the number of Customer Emblems allocated to Customer exceed the greater of (a) twelve (12) months' volume for each unique Customer Emblem or (b) a quantity agreed to by Cintas and Customer and noted on the Master Agreement and / or outlined above. In the event Customer decides to discontinue the use of Customer Emblems, changes the design of the Customer Emblems, terminates this Agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change, termination or expiration, all remaining Customer Emblems that the Company allocated to Customer at the price indicated on Exhibit A of this Agreement. In no event shall the number of Customer Emblems allocated to Customer exceed the greater of (a) twelve (12) months' volume for each unique Customer Emblem or (b) a quantity agreed to by Company and Customer and noted on Exhibit A.

7. **Terminating Employees:** Subject to the provisions of this Acceptance Agreement, the weekly rental charge attributable to any individual leaving the employ of the Customer, or on a temporary leave of absence of three (3) weeks or more, shall be terminated upon oral or written notice by the Customer to Cintas but only after all garments issued to that individual, or value of same at the then current Loss/Damage Replacement Values, are returned to Cintas.

8. **Replacement:** In the event any merchandise is lost, stolen or is not returned to Cintas, or is destroyed or damaged by fire, welding damage, acid, paint, ink, chemicals, neglect or otherwise, the Customer agrees to pay for said merchandise at the then current Loss/Damage Replacement Values.

9. **Additional Customer Locations:** Notwithstanding anything to the contrary contained herein, there will be a minimum term equal to the greater of thirty-six (36) months or the remainder of the Term for any individual Customer location added after the date of this Acceptance Agreement.

10. **Additional Items:** Additional Customer employees, products and services may be added to this Acceptance Agreement and shall automatically become a part of and subject to the terms hereof and all of its provisions. If this Acceptance Agreement is terminated early for convenience, the parties agree that the damages sustained by Cintas will be substantial and difficult to ascertain. Therefore, if this Acceptance Agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured, or terminated by Cintas for non-payment by Customer at any time Customer will pay to Cintas, as termination charges and not as a penalty based upon the following schedule:

    - If this Acceptance Agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as termination charges equal to 52 weeks of rental service.

    - If this Acceptance Agreement is cancelled for convenience in months thirteen (13) through twenty-four (24) of the term, Customer shall pay as termination charges equal to thirty-nine (39) weeks of rental service.

    - If this Acceptance Agreement is cancelled for convenience in months twenty-five (25) through thirty-six (36) of the term, Customer shall pay as termination charges equal to twenty-six (26) weeks of rental service.

    - If this Acceptance Agreement is cancelled for convenience after thirty-six (36) months of service, Customer shall pay as termination charges of thirteen (13) weeks of rental service.

    - Customer shall also be responsible to return all of the merchandise allocated to such Customer locations terminating this Acceptance Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination.

11. **No Federal Contractor:** As a material condition of this Agreement, Customer represents and warrants that: (a) this Agreement is not federally funded; (b) this Agreement does not constitute, and is not entered into to support a federal government contract, subcontract or third party contract; (c) Cintas does not hereby become a subrecipient, subgrantee, project participant, or third party contractor or subcontractor in relation to any contract with the federal government; and (d) by entering this Agreement, Cintas does not become obligated to comply with federal regulations or federal laws (including specifically the Service Contact Act), whether by virtue of such obligation flowing down from a contract between Customer and any third party, by virtue of federal funding being used in relation to this project, or otherwise. In the event that any of the foregoing is or becomes untrue, Cintas shall have the option to unilaterally terminate this Agreement.

12. **Prevailing Wage/Living Wage:** Customer represents and warrants that this agreement is not subject to laws pertaining to prevailing wages, living wages, or other wage and/or benefit requirements established by law ("Wage Statutes"). Customer agrees and acknowledges that it will not attempt to enforce any Wage Statutes in relation to this agreement and Customer hereby waives and releases Cintas from any and all fines, penalties, interest, or other costs, expenses, or charges of any type imposed by any federal, state, or local authority in relation to Cintas's failure to satisfy any such Wage Statute in relation to agreement.

13. **Customer Type:** Customer Is NOT a United States federal government agency or instrumentality.

14. **Customer Funding Source:** Customer will **NOT** pay for the goods and services ordered under this Acceptance Agreement with any United States government funds.

15. **Additional Terms:** Customer **DOES NOT** require any additional terms and conditions to be incorporated into this Acceptance Agreement.

16. I authorize Cintas to verify my credit on Credit.net and/or by contacting the parties provided. I am authorized to sign on behalf of this company. In addition, I authorize Cintas to open a new account on behalf of the company and deliver the products or services listed above at the agreed upon pricing and delivery terms.

Customer: **ISAAC Conde** Manager CITY OF GEORGETOWN isaac.conde@georgetowntexas.gov	Sales Representative: **Aidan Hurtado** **Cintas corporation** Major Account Manager: Virginia Schabbing

Water Department FY26 Uniform Budget			
Cost Center	**Budgeted**	**Projected**	**Cost/EMP**
CC0524	$16,000.00	$5,372.64	$447.72
CC0527	$40,010.00	$14,695.20	$734.76
CC0528	$38,549.00	$8,954.40	$447.72
CC0529	$9,500.00	$8,954.40	$447.72
CC0530	$21,900.00	$8,954.40	$447.72
CC0531	$10,000.00	$6,711.30	$447.72
TOTALS	**$135,959.00**	**$53,642.34**	
Advatage Program		**$16,484.00**	
Quoted/ Year		**$70,126.34**	

City of Georgetown, Texas
City Council
February 24, 2026

SUBJECT:
Purchase of (4) Four Bucket Trucks and a Line Tensioner from Altec Industries

SUGGESTED ACTION:
Consideration and possible action to approve the purchase of (4) four bucket trucks and a trailer mounted line tensioner from Altec Industries under Sourcewell Contract number 110421-ALT for an amount not to exceed $1,277,871.00 -- Scott Parker, Fleet Services Manager

ITEM SUMMARY:
These vehicles will be used by the electric department to build and repair electric infrastructure in the city. Two of the bucket trucks and the line tensioner were evaluated in the fleet replacement model and are part of the replacement cycle for FY2026. The remaining two bucket trucks were approved as new fleet additions in the FY2026 budget. The vehicles are quoted under Sourcewell contract number 110421-ALT. Sourcewell is a cooperative contract that results in competitive pricing for vehicles.

FINANCIAL IMPACT:
This purchase was approved in the FY2026 budget. The amount for this purchase is not to exceed $1,277,871.00.

SUBMITTED BY:
Aaron St Pierre, Finance/Purchasing

ATTACHMENTS:
Altec Addendum_Quote 1167514 1888244 and 1167511 [vendor signed].pdf
Quote 1888244 updated 1.16.26.pdf
Quote 1167514 updated 1.16.26.pdf
Quote 1167511 updated 1.16.26.pdf

Altec Industries, Inc. Quotes 1167514, 1888244, & 1167511
Sourcewell Contract No. 110421-ALT
City of Georgetown Addendum

1. TERMS paragraph is amended to state: All payments are subject to the Texas Prompt Payment Act and payments may be subject to a penalty as provided by Texas law.
2. DELIVERY paragraph is amended to state: F.O.B. Customer location. Risk of loss, damage or destruction of the materials covered by this order shall be borne by the Seller until delivery in good condition of conforming products at the F.O.B. point designated on this order. Any rejected goods shall be at the Seller's risk until returned to Seller, at Seller's expense, or otherwise disposed of as Seller shall reasonably request.
3. Additional terms:
    a. In accordance with Sourcewell Contract No. 110421-ALT, Paragraph 6.B., no terms or conditions contained in any quotation or this addendum may be less favorable to the City of Georgetown (Participating Entity) than those contained in Sourcewell Contract No. 110421-ALT.
    b. Altec Industries, Inc. ("Altec") Certification Regarding Boycotting Israel. Pursuant to Chapter 2271, Texas Government Code, Altec certifies that it (1) does not currently boycott Israel; and (2) will not boycott Israel during the term of this Agreement. Altec acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
    c. Altec Certification Regarding Business with Certain Countries and Organizations. Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Altec certifies Altec is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Altec acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
    d. Altec Certification Regarding Boycotting Energy Companies. Pursuant to Chapter 2274, Texas Government Code, Altec certifies that either (1) Altec is a sole proprietorship or company with fewer than ten (10) employees or (2) Altec does not currently boycott energy companies and will not boycott energy companies during the Term of this Agreement. Altec acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
    e. Altec Certification Regarding Boycotting Firearm and Ammunition Industries. Pursuant to Chapter 2274, Texas Government Code, Altec certifies that either (1) Altec is a sole proprietorship or company with fewer than ten (10) employees or (2) Altec does not currently boycott firearm and ammunition industries; and will not boycott firearm and ammunition industries during the Term of this Agreement. Altec acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
    f. Governing Law and Jurisdiction. Governing law shall be the laws of the State of Texas. Venue shall be the applicable courts of Williamson County, Texas.

[*signatures on the following page*]

CITY OF GEORGETOWN

By: _____

Name: Josh Schroeder, Mayor

Date: _____

ALTEC INDUSTRIES, INC.

By: _____

Name, Title: Aaron Guerra, Account Manager

Date: 1.21.2026

ATTEST:

_____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

_____
Skye Masson, City Attorney

Altec Industries, Inc.

Quote Number: 1888244
Opportunity Number: 25170213
Sourcewell Contract #: 110421-ALT
Date: 12/1/2025

Quoted for: City of Georgetown TX
Altec Account Manager: Aaron Guerra

REFERENCE ALTEC MODEL		Sourcewell Price
TS336-BW	**Trailer Mounted 3,000 lb Bullwheel Tensioner, One Reel Carrier**	**$66,887**

(A.) SOURCEWELL OPTIONS ON CONTRACT (Unit)

1			
2			
3			
4			

(A1.) SOURCEWELL OPTIONS ON CONTRACT (General)

1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
		SOURCEWELL OPTIONS TOTAL:	$66,887

(B.) **OPEN MARKET ITEMS *(Customer Requested)***

1	UNIT		$0
2	UNIT & HYDRAULIC ACC		$0
3	BODY		$0
4	BODY & CHASSIS ACC		$0
5	ELECTRICAL		$0
6	FINISHING		$0
7	CHASSIS		$0
8	OTHER	Altec MY Price Adjustment	-$9,723
		OPEN MARKET OPTIONS TOTAL:	-$9,723

SUB-TOTAL FOR UNIT/BODY/CHASSIS: $57,164.00
Delivery to Customer: $5,084.00
Estimated Taxes (Delivery non-taxable):

TOTAL FOR UNIT/BODY/CHASSIS: $62,248.00

(C.) **ADDITIONAL ITEMS** (items are not included in total above)

1			
2			
3			
4			

Pricing valid for 45 days

NOTES

PAINT COLOR: White to match chassis, unless otherwise specified
WARRANTY: Standard Altec Warranty for Aerials and Derricks - One (1) year parts warranty One (1) year labor warranty Ninety (90) days
TO ORDER: To order, please contact the Altec Account Manager listed above.
CHASSIS: Per Altec Commercial Standard
DELIVERY: TBD Based on availability, FOB Customer Location
TERMS: Net 30 days
BEST VALUE: Altec boasts the following "Best Value" features: Altec ISO Grip Controls for Extra Protection, Only Lifetime Warranty on Structural Components in Industry, Largest Service Network in Industry (Domestic and Overseas), Altec SENTRY Web/CD Based Training, Dedicated/ Direct Gov't Sales Manager, In-Service Training with Every Order.
TRADE-IN: Please ask your Altec Account Manager for more information

City of Georgetown TX TS336-BW Base Quote 1888244

Altec Industries, Inc.

Quote Number:	1167514
Opportunity Number:	1674846
Sourcewell Contract #:	110421-AL
Date:	12/1/2025

Quoted for: City of Georgetown (TX)

Altec Account Manager:Aaron Guerra

REFERENCE ALTEC MODEL		Sourcewell Price
AA55	Non-Overcenter Aerial Device with Material Handling (Insulated)	$274,410

(A.) SOURCEWELL OPTIONS ON CONTRACT (Unit)

	AA55-US67	67' Boom Height (AA67)	$49,572

(A1.) SOURCEWELL OPTIONS ON CONTRACT (General)

1	LTC	LOWER TOOL CIRCUIT	$561
1	SH	Swivel Hook	$81
2	CG	Cab Guard	$4,298
4	SPOT3	FOUR (4) POINT STROBE SYSTEM (LED)	$843
5	TBE	ELECTRIC TRAILER BRAKE CONTROLLER. Controls Trailers with Electric Brakes. Wired to 7 Way Plug Next to Pintle Hook	$475
6	SPOT6	Remote Spot Light, LED, Permanent Mount, With Wireless Dash Mounted Controls And Programmable Wireless Remote	$1,066
7	VCAM	Backup Camera System	$1,313
8	PTO-HM	PTO Hour Meter Digital with 10,000 Hour Display	$182
9	ISG	Inverter Storage Inside of Body Compartment with Guard	$866
10	VRI	120 Volt GFCI Receptacle, Includes Weather-Resistant Enclosure	$365
		SOURCEWELL OPTIONS TOTAL:	$334,032

(B.) OPEN MARKET ITEMS (Customer Requested)

1	UNIT		$5,564
2	UNIT & HYDRAULIC ACC	Patform Liner, Platform Cover, Hydraulic resivior	$1,532
3	BODY	Altec Steel Body	$6,297
4	BODY & CHASSIS ACC	Eye bolts , Pintle Hitch, Underride Protection, Glad Hands, Saftey Harness	$3,275
5	ELECTRICAL	Strobes, light bar, grounding reel, cable, inverter, 12v receptacle	$10,093
6	FINISHING	NA	$0
7	CHASSIS	Freightliner M2-106 Plus	-$7,983
8	OTHER	NA	-$17,024
		OPEN MARKET OPTIONS TOTAL:	$1,754

SUB-TOTAL FOR UNIT/BODY/CHASSIS:	$335,786.00
Delivery to Customer:	$4,635.00
Estimated Taxes (Delivery non-taxable):	
FET:	
CA Doc/Admin/Tire Fees:	
Extended Warranty:	
TOTAL FOR UNIT/BODY/CHASSIS:	$340,421.00

(C.) ADDITIONAL ITEMS (items are not included in total above)

1			
2			
3			
4			

Pricing valid for 45 days

NOTES

PAINT COLOR: White to match chassis, unless otherwise specified
WARRANTY: Standard Altec Warranty for Aerials and Derricks - One (1) year parts warranty One (1) year labor warranty Ninety (90) days
TO ORDER: To order, please contact the Altec Account Manager listed above.
CHASSIS: Per Altec Commercial Standard
DELIVERY: TBD Based on availability, FOB Customer Location
TERMS: Net 30 days
BEST VALUE: Altec boasts the following "Best Value" features: Altec ISO Grip Controls for Extra Protection, Only Lifetime Warranty on Structural Components in Industry, Largest Service Network in Industry (Domestic and Overseas), Altec SENTRY Web/CD Based Training, Dedicated/Direct Gov't Sales Manager, In-Service Training with Every Order.
TRADE-IN: Please ask your Altec Account Manager for more information

Altec Industries, Inc.

Quote Number:	1167511
Opportunity Number:	1674843
Sourcewell Contract #:	110421-ALT
Date:	12/1/2025

Quoted for: Georgetown, City of
Altec Account Manager: Aaron Guerra

REFERENCE ALTEC MODEL		Sourcewell Price
AM55	**Overcenter Aerial Device with Material Handling (Insulated)**	**$269,397**

(A.) SOURCEWELL OPTIONS ON CONTRACT (Unit)

1	AM55-US60	60' Boom Height (AM60	$6,950
2	AM55-WESR	Extended Side Reach (With X-Frame Primary Outriggers)	$8,159
3			
4			

(A1.) SOURCEWELL OPTIONS ON CONTRACT (General)

1	RW1	Rear Window Guard, Mounted To Boom Rest	$554
2	BK	WATER CASK (Includes Bracket)	$428
3	VCAM	Backup Camera System	$1,313
4	ISG	Inverter Storage Inside of Body Compartment with Guard	$866
5	VRI	120 Volt GFCI Receptacle, Includes Weather-Resistant Enclosure	$365
6	VRI	120 Volt GFCI Receptacle, Includes Weather-Resistant Enclosure	$365
7			
8			
9			
10			
		SOURCEWELL OPTIONS TOTAL:	$288,397

(B.) **OPEN MARKET ITEMS *(Customer Requested)***

1	UNIT		$0
2	UNIT & HYDRAULIC ACC		$0
3	BODY		$10,548
4	BODY & CHASSIS ACC		$0
5	ELECTRICAL		$6,650
6	FINISHING		$704
7	CHASSIS		-$2,443
8	OTHER	Model Year and Quantity Price Adjustment	-$15,103
		OPEN MARKET OPTIONS TOTAL:	$356

SUB-TOTAL FOR UNIT/BODY/CHASSIS:	**$288,753.00**
Delivery to Customer:	**$2,981.00**
Estimated Taxes (Delivery non-taxable):	

TOTAL FOR UNIT/BODY/CHASSIS: 3 UNITS TOTAL **$875,202.00**

Pricing valid for 45 days

NOTES

PAINT COLOR: White to match chassis, unless otherwise specified
WARRANTY: Standard Altec Warranty for Aerials and Derricks - One (1) year parts warranty One (1) year labor warranty Ninety (90) days
TO ORDER: To order, please contact the Altec Account Manager listed above.
CHASSIS: Per Altec Commercial Standard
DELIVERY: 2026
TERMS: Net 30 days
BEST VALUE: Altec boasts the following "Best Value" features: Altec ISO Grip Controls for Extra Protection, Only Lifetime Warranty on Structural Components in Industry, Largest Service Network in Industry (Domestic and Overseas), Altec SENTRY Web/CD Based Training, Dedicated/Direct Gov't Sales Manager, In-Service Training with Every Order.
TRADE-IN: Please ask your Altec Account Manager for more information

Sourcewell Quote - Georgetown AM60E

City of Georgetown, Texas
City Council
February 24, 2026

SUBJECT:
Purchase of a Mini Excavator and attachments from Holt Caterpillar

SUGGESTED ACTION:
Consideration and possible action to approve the purchase of a Caterpillar 308 compact excavator with attachments under Sourcewell Contract number 011723-CAT from Holt Caterpillar for an amount not to exceed $164,203.00 -- Scott Parker, Fleet Services Manager

ITEM SUMMARY:
This piece of equipment will be used by the water department to maintain and repair the infrastructure in the city. This piece of equipment was evaluated in the Fleet replacement model and is part of the replacement cycle for FY25/26. This equipment is quoted under Sourcewell contract number 011723-CAT. Sourcewell is a cooperative contract that results in competitive pricing for vehicles.

FINANCIAL IMPACT:
The purchase of this equipment was approved in the FY25/26 budget. The amount for this purchase is not to exceed $164,203.00.

SUBMITTED BY:
Aaron St Pierre, Finance/Purchasing

ATTACHMENTS:
City of Georgetown new 308 Dec 2025.pdf
Addendum_Sourcewell Excavator Contract clean [vendor signed].pdf

DATE: Dec 18, 2025
QUOTE #:376519-01

CITY OF GEORGETOWN
PO BOX 409
GEORGETOWN, TEXAS 78627-0409

Kell, Jeffrey
512.917.3277

One (1) New Caterpillar Inc Model: 308 Compact Construction Equipment with all standard equipment in addition to the additional specifications listed below:

SALE PRICE	$164,203.00
TOTAL PRICE	**$164,203.00**
SUB TOTAL	**$164,203.00**
TOTAL SOURCEWELL PURCHASE PRICE	**$164,203.00**

WARRANTY

Standard Warranty: **24 Month/2000 Hour Total Machine Limited Warranty**

List Price Cat 308	**$204,738.00**
Cat Hammer B8S	**$12,855.00**
Total List Price	**$217,593.00**
Sourcewell Discount 20%	**($43,519.00)**
Adjusted Sales Price	**$174,074.00**
Dealer Prep & Assembly	**$3,610.00**
Delivery	**$435.00**
Warranty Standard 24 months or 2000 hours	**$0.00**
Total Price	**$178,119.00**
Holt Cat discount to City of Georgetown	**($13,916.00)**
TOTAL SOURCEWELL PURCHASE PRICE	**$164,203.00**

NOTES

Sourcewell # 011723-CAT
Delivery first Quarter 2026 subject to change
Includes Quick Coupler Pin Grabber manual, Bucket 36”, Cat Hammer B8S

DESCRIPTION	REF.#	PRICE
QP1/CAB/LNG STK/CAMERA	650-0089	$173,596.80
LANE 3 ORDER	0P-9003	$0.00
LINES, BOOM	514-8055	$0.00
LINES, STICK	514-8067	$0.00
SEAT, AIR SUSP, HEAT	650-7585	$1,211.60
PRODUCT LINK, CELLULAR PLE643	628-8023	$0.00
INTEGRATED RADIO V2	639-4467	$566.80
CAMERA, REAR VIEW	646-6465	$598.00
INSTRUCTIONS, ANSI	639-5455	$0.00
SERIALIZED TECHNICAL MEDIA KIT	421-8926	$0.00
SHIPPING/STORAGE PROTECTION	0P-2266	$284.96
LINKAGE, BUCKET W/ LIFTING EYE	568-1567	$800.80
EOU HOUSE SWING COVER, 8T	605-3340	$0.00
BELT, SEAT, 3" RETRACTABLE	510-6085	$0.00
CAT KEY, WITH PASSCODE OPTION	522-6460	$0.00
LIGHT, REAR, LED	511-6211	$231.92
MIRROR, RIGHT SIDE, REAR VIEW	523-6409	$96.72
MONITOR NEXT GEN, ADVANCED, CR	511-6177	$1,487.20
PACKING, LAST MILE PROGRAM	0P-4299	$0.00
ANGLE BLADE,STD U/C,RUBBER TRK	674-9073	$15,693.60
STICK, LONG, ANGLE BLD	651-9305	$2,069.60
COUNTERWEIGHT, EXTRA, 1100 LBS	638-7544	$2,828.80
COUPLER, PIN LOCK, 7-9T	485-0314	$1,589.12
HAMMER, B8S	532-9208	$12,855.44
LINES, B4-B6-B8 HAMMER, 5T-9T	532-9089	$338.00
BRACKET, 1/4YD PL, LG	443-7285	$721.76
BUCKET-HD, 36", 12.2 FT3, PL	247-1952	$2,621.84
Total List Price		**$217,593.00**

STANDARD EQUIPMENT

POWERTRAIN -CAT C3.3B diesel engine -US EPA Tier 4 Final/EU Stage V/ -China NR III -ISO 9249/EEC 80/1270 -Rated net power 55kW/72hp -Electronic engine, turbo, DPF -Automatic engine idle -Automatic engine shut-off -Automatic swing brake -Automatic two speed travel -Fuel water seperator with indicator -Radial seal air filter -Double element with warning indicator -Extended life coolant -37C

UNDERCARRIAGE -Greased and lubricated track -Hydraulic track adjusters -Tie down eyes on track frame -

HYDRAULICS -Smart tech electronic pump -Variable displacement piston pump -Load sensing/flow sharing hydraulics -Power on demand -Hydraulic temperature monitoring -Accumulator - certified -Hydro advanced hydraulic oil -

ELECTRICAL -90 ampere alternator -850 CCA maintenance free battery -Battery disconnect -Circuit breaker -Ignition key stop switch -Signaling/warning horn -Work lights -- Cab, boom left, front right -- Courtesy safety light -

OPERATOR ENVIRONMENT -Sealed and pressurized cab -Ergonomic joysticks control levers -Adjustable wrist rests -Air conditioner/heater with defroster & -Automatic temp control -Coat hook -Color LCD monitor: -- Fuel level, coolant temp, & warning -indicators -- Maintenance and machine monitoring -- Performance & machine adjustments -- Numberic security code -- Multiple languages -- Hour meter -- Ground level wakeup switch -- Jog dial control interface -Cup holder -Hydraulic lockout for all controls -LED interior light -Literature holder -Mirror rear view - Cab left -Molded footrests -Openable front windshield with assist & -integragted lower window -Rear window emergency exit -Removable washable floor mat -Retractable seat belt -Seat, fabric, high back, suspension -Travel control pedals with hand levers -Utility space for mobile phone -Front post mounted windshield wiper & -washer -Skylight -Mounting bosses for front & top guard

FLUIDS -Extended life coolant - 37C -Hydro advanced hydraulic oil

OTHER STANDARD EQUIPMENT -Accumulator, certification -Caterpillar corporate "one key" system -Door locks on cab door and external -enclosure doors -Lockable fuel cap -Beacon Socket -Ecology drain - engine -Radial seal engine air filter, double -element with restriction indicator -Side by side engine & hydraulic oil -cooler -Hydraulic fluid temperature monitoring -Joystick travel and steering mode -Travel cruise control -High definition hydraulics -- load sensing/flow sharing -Power on demand -Rear reflectors -Roll over protective structure (ROPS) -(ISO 12117-2) -Product link elite lite (regulations -apply) -Auxiliary hydraulic lines: -- 1-way and 2-way (combined function) -- Auxiliary line quick disconnects -- In cab adjustable auxiliary flow -- Continuous flow -

Docusign Envelope ID: 1E19CAB0-7282-40A0-8D14-32ABA9C8C99D

CITY OF GEORGETOWN
TERMS AND CONDITIONS
ADDENDUM

This Addendum is entered into between Caterpillar Inc. with a place of business at 100 NE Adams Street, Peoria, IL 61629 ("Supplier"), and the City of Georgetown, Texas, a Texas municipal corporation, with a place of business in Georgetown, Texas (the "Participating Entity").

Supplier has contracted with Sourcewell under Sourcewell Contract 011723 to provide government entities with goods and services. The Participating Entity is a member of the Sourcewell cooperative and desires to contract with Supplier in accordance with Sourcewell Contract 011723 and this Addendum.

1. **EFFECTIVE DATE.** This Addendum is effective upon the date of the final signature below.

2. **FEES.**
    a. All fees are those listed in the attached quote (CAT Quote 376519-01).
    b. Any other fees charged by the Supplier must be agreed to by the parties in writing.

3. **PAYMENT**. All payments shall be processed in accordance with the Texas Prompt Payment Act, Texas Government Code, Subtitle F, Chapter 2251. Supplier 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 Participating Entity in the event: (a) there is a bona fide dispute between the Participating Entity and Supplier 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 Participating Entity from making a timely payment with Federal funds; (c) there is a bona fide dispute between Supplier 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 Participating Entity in accordance with this Agreement.

4. **NON-APPROPRIATION**. This Agreement is a commitment of the Participating Entity's current revenues only. The Participating Entity shall have the right to terminate this Agreement at the end of any Participating Entity fiscal year if the governing body of the Participating Entity does not appropriate funds sufficient to purchase the services. The Participating Entity may terminate for non-appropriation by giving Supplier a written notice of termination at the end of its then current fiscal year.

5. **TERMINATION.**
   a. Termination for Convenience. The Participating Entity 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 Supplier shall promptly cease all further work pursuant to the Agreement, with such exceptions, if any, specified in the notice of termination. The Participating Entity shall pay the Supplier, 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.

   b. 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) calendar 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.

6. **INDEMNIFICATION. TO THE EXTENT PERMITTED BY LAW, BOTH PARTIES SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE OTHER FROM AND AGAINST ALL SUITES, ACTIONS, LEGAL PROCEEDINGS, DEMANDS, DAMAGES, COSTS, EXPENSES AND ATTORNEY'S FEES CAUSED BY, ARISING FROM, INCIDENT TO, CONNECTED WITH OR GROWING OUT OF THE GROSS NEGLIGENCE OF THE OTHER PARTY DURING PERFORMANCE OF WORK COVERED BY THE AGREEMENT.**

   NOT WITHSTANDING ANYTHING IN THIS PROVISION OR ELSEWHERE IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR LIQUIDATED DAMAGES, OR FOR LOSS OF ANTICIPATED PROFITS REGARDLESS OF THE FORESEEABILITY OF SAME.
7. **RELEASE. THE SUPPLIER ASSUMES FULL RESPONSIBILITY FOR THE WORK TO BE PERFORMED HEREUNDER AND HEREBY RELEASES, RELINQUISHES, AND DISCHARGES THE PARTICIPATING ENTITY, 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 SUPPLIER, 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 PARTICIPATING ENTITY, ANY OTHER PARTY RELEASED HEREUNDER, THE SUPPLIER, OR ANY THIRD PARTY.**

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8. **DISPUTE RESOLUTION.** If either the Supplier or the Participating Entity 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 Supplier and the Participating Entity respecting any service provided or to be provided hereunder by the Supplier, the Supplier agrees to continue providing on a timely basis all services to be provided by the Supplier hereunder, including any service as to which there is a dispute.

9. **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.

10. **CONFIDENTIALITY**. Nothing in this Agreement shall prevent the Participating Entity from disclosing Confidential Information to the extent legally required to do so pursuant to the Texas Public Information Act.

11. **USE OF PARTICIPATING ENTITY'S CONTENT**. The Supplier may only use the Participating Entity's name, logo, and content with prior written consent from the Participating Entity.

12. **FORCE MAJEURE**. The Participating Entity and the Supplier will exert all efforts to perform the tasks set forth herein. However, neither the Participating Entity nor the Supplier 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.

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

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SUPPLIER

By: DocuSigned by: Michael Puryear 03B0B34FE08E413...

Name: Michael Puryear

Title: Secretary

PARTICIPATING ENTITY

By: _____

Name: _____

Title: _____

City of Georgetown, Texas
City Council
February 24, 2026

SUBJECT:
Purchase of Morning Pride Firefighter Personal Protective Clothing through Delta Industrial Service Supply

SUGGESTED ACTION:
Consideration and possible action to approve the purchase of Morning Pride Firefighter Protective Clothing through Delta Industrial Service and Supply, using the HGAC EE11-24 cooperative contract in an amount not to exceed $200,000.00 -- John Sullivan, Fire Chief

ITEM SUMMARY:
Approval of this item would outfit newly hired Firefighters as well as replace existing Firefighters' older gear. Morning Pride "turnout" gear was approved by our Protective Equipment Committee after testing in training scenarios and emergency calls. Morning Pride was chosen above other manufacturers due to being the best value while meeting out performance requirements.

FINANCIAL IMPACT:
Budgeted in the FY26 General Fund.

SUBMITTED BY:
Monica Heyward, Fire Department

ATTACHMENTS:
georgetown Morning Pride Quote-Revised-30 Sets 2-6-25.pdf
Cooperative Agreement - Contract - Delta Fire & Safety Inc. (1).pdf

Sales Quote

QUOTE-10224

December 2, 2025

Bill To Address
Georgetown F.D.
3600 D.B. Wood Dr
Georgetown, TX 78628
USA

Ship-to Address
Georgetown F.D.
3600 D.B. Wood Dr
Georgetown, TX 78628
USA

Delta Fire & Safety Inc.
3159 Summit Dr.
Port Neches, TX 77651
USA

Valid to	Salesperson	Contract
February 27, 2026	Dennis Metzger	HGAC Contract# EE11-24

No.	Description	Quantity	Unit Price	Line Amount
MORNING PRIDE	Morning Pride, TXGEOR00111, Tails coat per Georgetown Specs-96TG-Kombet Flex 7 PBI/Titanium/StedAir 4000-Black	30	$2,668.95	$80,068.50
MORNING PRIDE	Morning Pride, TXGEOR00112, Pro-Fit Pants per Georgetown Specs-96TG-Kombat Flex 7 PBI/Titanium/StedA	15	$2,103.65	$31,554.75
MORNING PRIDE	Morning Pride, TXGEOR00113, Pro-Fit Pants per Georgetown Specs-96TG-Kombat Flex 7 PBI/Titanium/StedAir 4000-Black	15	$2,103.65	$31,554.75
		Subtotal		143,178.00
		Total Tax		0.00

Home Page
deltafas.com

Phone No.
409-724-1055

Email
orders@deltafas.com

No.	Description	Quantity	Unit Price	Line Amount
Freight:	Shipping & Handling charges - Pre-Pay and Add; Charges to be added to final invoice		Total $	143,178.00

H-GAC

Houston-Galveston Area Council
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

MASTER GENERAL PROVISIONS

This Master Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Delta Fire & Safety Inc., dba Delta Industrial Service & Supply hereinafter referred to as the Contractor, having its principal place of business at 3159 Summit Drive, Port Neches, TX 77651.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Master Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Master Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Master Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Master Agreement and bind the Contractor to the terms of this Master Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Master Agreement in accordance with all federal laws, executive orders, policies, procedures, applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Master Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: PUBLIC INFORMATION

Except as stated below, all materials submitted to H-GAC, including any attachments, appendices, or other information submitted as a part of a submission or Master Agreement, are considered public information, and become the property of H-GAC upon submission and may be reprinted, published, or distributed in any manner by H-GAC according to open records laws, requirements of the US Department of Labor and the State of Texas, and H-GAC policies and procedures. In the event the Contractor wishes to claim portions of the response are not subject to the Texas Public Information Act, it shall so; however, the determination of the Texas Attorney General as to whether such information must be disclosed upon a public request shall be binding on the Contractor. H-GAC will request such a determination only if Contractor bears all costs for preparation of the submission. H-GAC is not responsible for the return of creative examples of work submitted. H-GAC will not be held accountable if material from submissions is obtained without the written consent of the contractor by parties other than H-GAC, at any time during the evaluation process.

ARTICLE 4: INDEPENDENT CONTRACTOR

The execution of this Master Agreement and the rendering of services prescribed by this Master Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Master Agreement or act of H-GAC in performance of the Master Agreement shall be construed as making the Contractor the agent, servant, or employee of H-GAC, the State of Texas, or the United States Government. Employees of the Contractor are

subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 5: ANTI-COMPETITIVE BEHAVIOR

Contractor will not collude, in any manner, or engage in any practice which may restrict or eliminate competition or otherwise restrain trade.

ARTICLE 6: SUSPENSION AND DEBARMENT

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to the Federal Rule above, Respondent certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas and at all times during the term of the Contract neither it nor its principals will be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas Respondent shall immediately provide the written notice to H-GAC if at any time the Respondent learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. H-GAC may rely upon a certification of the Respondent that the Respondent is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the H-GAC knows the certification is erroneous.

ARTICLE 7: GOAL FOR CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (if subcontracts are to be let)

H-GAC's goal is to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible in providing services under a contract. In accordance with federal procurements requirements of 2 CFR §200.321, if subcontracts are to be let, the prime contractor must take the affirmative steps listed below:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
6.

Nothing in this provision will be construed to require the utilization of any firm that is either unqualified or unavailable. The Small Business Administration (SBA) is the primary reference and database for information on requirements related to Federal Subcontracting https://www.sba.gov/federal-contracting/contracting-guide/prime-subcontracting

NOTE: The term DBE as used in this solicitation is understood to encompass all programs/business enterprises such as: Small Disadvantaged Business (SDB), Historically Underutilized Business (HUB), Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE) or other designation as issued by a certifying agency.

Contractor agrees to work with and assist HGACBuy customer in meeting any DBE targets and goals, as may be required by any rules, processes, or programs they might have in place. Assistance may include compliance with reporting requirements, provision of documentation, consideration of Certified/Listed subcontractors, provision of documented evidence that an active participatory role for a DBE entity was

considered in a procurement transaction, etc.

ARTICLE 8: SCOPE OF SERVICES
The services to be performed by the Contractor are outlined in an Attachment to this Master Agreement.

ARTICLE 9: PERFORMANCE PERIOD
This Master Agreement shall be performed during the period which begins Nov 01 2024 and ends Oct 31 2028. All services under this Master Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 21, which shall be fully executed by both parties to this Master Agreement.

ARTICLE 10: PAYMENT OR FUNDING
Payment provisions under this Master Agreement are outlined in the Special Provisions. H-GAC will not pay for any expenses incurred prior to the execution date of a contract, or any expenses incurred after the termination date of the contract.

ARTICLE 11: PAYMENT FOR WORK
The H-GAC Customer is responsible for making payment to the Contractor upon delivery and acceptance of the goods or completion of the services and submission of the subsequent invoice.

ARTICLE 12: PAYMENT TERMS/PRE-PAYMENT/QUANTITY DISCOUNTS
If discounts for accelerated payment, pre-payment, progress payment, or quantity discounts are offered, they must be clearly indicated in the Contractor's submission prior to contract award. The applicability or acceptance of these terms is at the discretion of the Customer.

ARTICLE 13: REPORTING REQUIREMENTS
If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Master Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this Master Agreement with notice as identified in Article 29 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this Master Agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Master Agreement. Any additional reporting requirements shall be set forth in the Special Provisions of this Master Agreement.

ARTICLE 14: INSURANCE
Contractor shall maintain insurance coverage for work performed or services rendered under this Master Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 15: SUBCONTRACTS AND ASSIGNMENTS
Except as may be set forth in the Special Provisions, the Contractor agrees not to assign, transfer, convey, sublet, or otherwise dispose of this Master Agreement or any right, title, obligation, or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Master Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 16: AUDIT
Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Master Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and

agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 17: TAX EXEMPT STATUS

H-GAC and Customer members are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. Respondent must not include taxes in its Response. It is the responsibility of Contractor to determine the applicability of any taxes to an order and act accordingly. Exemption certificates will be provided upon request.

ARTICLE 18: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Master Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Master Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC. The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party Master Agreements.

ARTICLE 19: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Master Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 20: DISTRIBUTORS, VENDORS, RESELLERS

Contractor agrees and acknowledges that any such designations of distributors, vendors, resellers or the like are for the convenience of the Contractor only and the awarded Contractor will remain responsible and liable for all obligations under the Contract and the performance of any designated distributor, vendor, reseller, etc. Contractor is also responsible for receiving and processing any Customer purchase order in accordance with the Contract and forwarding of the Purchase Order to the designated distributor, vendor, reseller, etc. to complete the sale or service. H-GAC reserves the right to reject any entity acting on the Contractor’s behalf or refuse to add entities after a contract is awarded.

ARTICLE 21: CHANGE ORDERS AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Master Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

B. To ensure the legal and effective performance of this Master Agreement, both parties agree that any amendment that affects the performance under this Master Agreement must be mutually agreed upon and

that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Master Agreement and shall be binding upon the parties as if written herein.

C. Customers have the right to issue a change order to any purchase orders issued to the Contractor for the purposes of clarification or inclusion of additional specifications, qualifications, conditions, etc. The change order must be in writing and agreed upon by Contractor and the Customer agency prior to issuance of any Change Order. A copy of the Change Order must be provided by the Contractor to, and acknowledged by, H-GAC.

ARTICLE 22: CONTRACT ITEM CHANGES

A. If a manufacturer discontinues a contracted item, that item will automatically be considered deleted from the contract with no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.

B. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor must advise H-GAC of the details. H-GAC may allow or reject the change at its sole discretion. If the change is rejected, H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H- GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.

C. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise H-GAC of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. If the change is rejected H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item or may take any other action deemed by H-GAC at its sole discretion, to be in the best interests of its Customers.

D. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing will be automatically incorporated into the contract. However, Contractor must still provide written notice and an explanation of the changes to products and pricing. H-GAC will respond with written approval.

ARTICLE 23: CONTRACT PRICE ADJUSTMENTS

Price Decreases

If Contractor's Direct Cost decreases at any time during the full term of this award, Contractor must immediately pass the decrease on to H-GAC and lower its prices by the amount of the decrease in Direct Cost. (Direct Cost means Contractor's cost from the manufacturer of any item or if Contractor is the manufacturer, the cost of raw materials required to manufacture the item, plus costs of transportation from manufacturer to Contractor and Contractor to H-GAC. Contractor must notify H-GAC of price decreases in the same way as for price increases set out below. The price decrease shall become effective upon H-GAC's receipt of Contractor's notice. If Contractor routinely offers discounted contract pricing, H-GAC may request Contractor accept amended contract pricing equivalent to the routinely discounted pricing.

Price Increase

Contractors may request a price increase for items priced as Base Bid items and Published Options. The amount of any increase will not exceed actual documented increase in Contractor's Direct Cost and will not exceed 10% of the previous bid price. Considerations on the percentage limit will be given if the price increase is the result of increased tariff charges or other governmental actions, or other economic factors. Manufacturer price/contract changes involving the sale of motor vehicles will be considered and may be allowed during the entire contract

period subject to submission and verification of the proper documentation required for a contract change as referenced in this section.

Price Changes
Any permanent increase or decrease in offered pricing for a base contract item or published option is considered a price change. Temporary increases in pricing by whatever name (e.g., 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes.
For published catalogs and price sheets as part of an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet must be submitted whenever the manufacturer publishes a new document. The request must include the new catalog or price sheet. All Products shall, at time of sale, be equipped as required under any then current applicable local, state, and federal government requirements. If, during any contract, changes are made to any government requirements which cause a manufacturer's costs of production to increase, Contractor may increase pricing to the extent of Contractor's actual cost increase. The increase must be substantiated with support documentation acceptable to H-GAC prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale are the responsibility of the Customer.

Requesting Price Increase/Required Documentation
Contractor must submit a written overview of changes requested and reasons for the request, stating the amount of the increase, along with an itemized list of any increased prices, showing the Contractor's current price, revised price, the actual dollar difference and the percentage of the price increase by line item. Price change requests must be supported with substantive documentation (e.g., notices from suppliers and manufacturers of pricing changes in products, components, transportation, raw materials or commodities, and/or product availability, copies of invoices from suppliers, etc.) clearly showing that Contractor's actual costs have increased per the applicable line-item bid. The Producer Price Index (PPI) may be used as partial justification, subject to approval by H-GAC, but no price increase based solely on an increase in the PPI will be allowed. This documentation should be submitted in Excel format to facilitate analysis and updating of the website. The letter and documentation must be sent to Lead Program Coordinator, james.glover@h-gac.com.

Review/Approval of Requests
If H-GAC approves the price increase, Contractor will be notified in writing; no price increase will be effective until Contractor receives this notice. If H-GAC does not approve Contractor's price increase, Contractor may terminate its performance upon sixty (60) days advance written notice to H-GAC, however Contractor must fulfill any outstanding Purchase Orders. Termination of performance is Contractor's only remedy if H-GAC does not approve the price increase. H-GAC reserves the right to accept or reject any price change request.

ARTICLE 24: DELIVERIES AND SHIPPING TERMS
The Contractor agrees to make deliveries only upon receipt of authorized Customer Purchase Order acknowledged by H-GAC. Delivery made without such Purchase Order will be at Contractor's risk and will leave H-GAC the option of canceling any contract awarded to the Contractor. The Contractor must secure and deliver any item within five (5) working days, or as agreed to on any corresponding customer Purchase Order.

Shipping must be Freight On Board Destination to the delivery location designated on the Customer purchase order. The Contractor will retain title and control of all goods until delivery is completed and the Customer has accepted the delivery. All risk of transportation and all related charges are the responsibility of the Contractor. The Customer will notify the Contractor and H-GAC promptly of any damaged goods and will assist the Contractor in arranging for inspection. The Contractor must file all claims for visible or concealed damage. Unless otherwise stated in the Master Agreement, deliveries must consist only of new and unused merchandise.

ARTICLE 25: RESTOCKING (EXCHANGES AND RETURNS)
There will be no restocking charge to the Customer for return or exchange of any item purchased under the terms of any award. If the Customer wishes to return items purchased under an awarded contract, the Contractor agrees to exchange, these items for other items, with no additional charge incurred. Items must be returned to Contractor within thirty (30) days from date of delivery. If there is a difference in price in the items exchanged, the Contractor must notify H-GAC and invoice Customer for increase price or provide the Customer with a credit or refund for

any decrease in price per Customer's preference. On items returned, a credit or cash refund will be issued by the Contractor to Customer. This return and exchange option will extend for thirty (30) days following the expiration of the term of the Contract. All items returned by the Customer must be unused and in the same merchantable condition as when received. Items that are special ordered may be returned only upon approval of the Contractor.

ARTICLE 26: MANUALS

Each product delivered under contract to any Customer must be delivered with at least one (1) copy of a safety and operating manual and any other technical or maintenance manual. The cost of the manual(s) must be included in the price for the Product offered.

ARTICLE 27: OUT OF STOCK, PRODUCT RECALLS, AND DISCONTINUED PRODUCTS

H-GAC does NOT purchase the products sold pursuant to a Solicitation or Master Agreement. Contractor is responsible for ensuring that notices and mailings, such as Out of Stock or Discontinued Notices, Safety Alerts, Safety Recall Notices, and customer surveys, are sent directly to the Customer with a copy sent to H-GAC. Customer will have the option of accepting any equivalent product or canceling the item from Customer's Purchase Order. Contractor is not authorized to make substitutions without prior approval.

ARTICLE 28: WARRANTIES, SALES, AND SERVICE

Warranties must be the manufacturer's standard and inclusive of any other warranty requirements stated in the Master Agreement; any warranties offered by a dealer will be in addition to the manufacturer's standard warranty and will not be a substitute for such. Pricing for any product must be inclusive of the standard warranty.

Contractor is responsible for the execution and effectiveness of all product warranty requests and any claims, Contractor agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

ARTICLE 29: TERMINATION PROCEDURES

The Contractor acknowledges that this Master Agreement may be terminated for Convenience or Default. H-GAC will not pay for any expenses incurred after the termination date of the contract.

A. *Convenience*

H-GAC may terminate this Master Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Master Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. *Default*

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Master Agreement, in any one of the following circumstances:

(1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or

(2) If the Contractor fails to perform any of the other provisions of this Master Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Master Agreements that completion of services herein specified within the Master Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period of ten (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

(3) In the event of such termination, Contractor will notify H-GAC of any outstanding Purchase Orders and H-GAC will consult with the End User and notify the Contractor to what extent the End User wishes the

Contractor to complete the Purchase Order. If Contractor is unable to do so, Contractor may be subject to a claim for damages from H-GAC and/or the End User.

ARTICLE 30: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Master Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Master Agreement, which shall continue in full force and effect.

ARTICLE 31: FORCE MAJEURE

To the extent that either party to this Master Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 32: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or Contractors subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Master Agreement, shall participate in any decision relating to this Master Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Master Agreement.

A. **Conflict of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires contractors contracting or seeking to contract with H-GAC to file a conflict-of-interest questionnaire (CIQ) if they have an employment or other business relationship with an H-GAC officer or an officer's close family member. The required questionnaire and instructions are located on the H-GAC website or at the Texas Ethics Commission website https://www.ethics.state.tx.us/forms/CIQ.pdf. H-GAC officers include its Board of Directors and Executive Director, who are listed on this website. Respondent must complete and file a CIQ with the Texas Ethics Commission if an employment or business relationship with H-GAC office or an officer's close family member as defined in the law exists.

B. **Certificate of Interested Parties Form – Form 1295:** As required by Section 2252.908 of the Texas Government Code. H-GAC will not enter a Contract with Contractor unless (i) the Contractor submits a disclosure of interested parties form to H-GAC at the time the Contractor submits the contract H-GAC, or (ii) the Contractor is exempt from such requirement. The required form and instructions are located at the Texas Ethics Commission website https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Respondents who are awarded a Contract must submit their Form 1295 with the signed Contract to H-GAC.

ARTICLE 33: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. With regards to "Rights to Inventions Made Under a Contract or Master Agreement," If the Federal award meets the definition of "funding Master Agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding Master Agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Master Agreements," and any implementing regulations issued by the awarding agency. Contractor agrees to be wholly compliant with the provisions of 2 CFR 200, Appendix II. Additionally, for work to be performed under the Master Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d)

Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Master Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Master Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CPR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CPR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 34: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (EFFECTIVE AUG. 13, 2020 AND AS AMENDED OCTOBER 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. Respondent must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that offerors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 35: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, when using federal grant award funds H-GAC should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). H-GAC must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, then it shall work with H-GAC to provide all required certifications and other documentation needed to show compliance.

ARTICLE 36: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Master Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Master

Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation, and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Master Agreement or which would adversely affect the Contractor's ability to perform services under this Master Agreement.

ARTICLE 37: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits, or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Master Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Master Agreement.

ARTICLE 38: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Master Agreement.

ARTICLE 39: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Master Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Master Agreement.

ARTICLE 40: JOINT WORK PRODUCT

This Master Agreement is the joint work product of H-GAC and the Contractor. This Master Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 41: PROCUREMENT OF RECOVERED MATERIAL

H-GAC and the Respondent must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), Respondent certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the

performance of the Contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

ARTICLE 42: COPELAND "ANTI-KICKBACK" ACT

Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the contract. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate agency instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

ARTICLE 43: DISCRIMINATION

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
i) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
j) The requirements of any other nondiscrimination statute(s) that may apply to the application.

ARTICLE 44: DRUG FREE WORKPLACE

Contractor must provide a drug-free workplace in accordance with the Drug-Free Workplace Act, as applicable. For the purposes of this Section, "drug-free" means a worksite at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance. H-GAC may request a copy of this policy.

ARTICLE 45: APPLICABILITY TO SUBCONTRACTORS

Respondent agrees that all contracts it awards pursuant to the contract awarded as a result of this Master Agreement will be bound by the foregoing terms and conditions.

ARTICLE 46: WARRANTY AND COPYRIGHT

Submissions must include all warranty information, including items covered, items excluded, duration, and renewability. Submissions must include proof of licensing if using third party code for programming.

ARTICLE 47: DATA HANDLING AND SECURITY

It will always be the responsibility of the selected Contractor to manage data transfer and to secure all data appropriately during the project to prevent unauthorized access to all data, products, and deliverables.

ARTICLE 48: DISPUTES

All disputes concerning questions of fact or of law arising under this Master Agreement, which are not addressed within the Whole Master Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Master Agreement and in accordance with H-GAC's final decision.

ARTICLE 49: CHOICE OF LAW: VENUE

This Master Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Master Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 50: ORDER OF PRIORITY

In the case of any conflict between or within this Master Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and 4) Other Attachments.

ARTICLE 51: WHOLE MASTER AGREEMENT

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. If this Master Agreement has not been signed by the Contractor within 30 calendar days, this Master Agreement will be automatically voided. The Master General Provisions, Master Special Provisions, and Attachments, as provided herein, constitute the complete Master Agreement between the parties hereto, and supersede any and all oral and written Master Agreements between the parties relating to matters herein. Except as otherwise provided herein, this Master Agreement cannot be modified without written consent of the parties.

ARTICLE 52: UNIVERSAL IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT (SAM)

In accordance with 2 CFR Title 2, Subtitle A, Chapter I, Part 25 as it applies to a Federal awarding agency's grants, cooperative agreements, loans, and other types of Federal financial assistance as defined in 2 CFR 25.406. Contractor understands and as it relates to 2 CFR 25.205(a), a Federal awarding agency may not make a Federal award or financial modification to an existing Federal award to an applicant or recipient until the entity has complied with the requirements described in 2 CFR 25.200 to provide a valid unique entity identifier and maintain an active SAM registration (www.SAM.gov) with current information (other than any requirement that is not applicable because the entity is exempted under § 25.110). 2 CFR 25.200(b) requires that registration in the SAM **prior to submitting an application or plan**; and maintain an active SAM registration with current information, including information on a recipient's immediate and highest level owner and subsidiaries, as well as on all predecessors that have been awarded a Federal contract or grant within the last three years, if applicable, at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency; and provide its unique entity identifier in each application or plan it submits to the Federal awarding agency. To remain registered in the SAM database after the initial registration, the applicant is required to review and update its information in the SAM database on an annual basis from the date of initial registration or subsequent updates to ensure it is current, accurate and complete. At the time a Federal awarding agency is ready to make a Federal award, if the intended recipient has not complied with an applicable requirement to provide a unique entity identifier or maintain an active SAM registration with current information, the Federal awarding agency: (1) May determine that the applicant is not qualified to receive a Federal award; and (2) May use that determination as a basis for making a Federal award to another applicant.

ARTICLE 53: PROCUREMENT OF RECOVERED MATERIALS

In accordance with 2 CFR 200.323, the Houston-Galveston Area Council and the Contractor or Subrecipient must

comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the Contractor or Subrecipient certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Agreement will be at least the amount required by the applicable contract specifications or other contractual requirements.

SIGNATURES:
H-GAC and the Contractor have read, agreed, and executed the whole Master Agreement as of the date first written above, as accepted by:

Delta Fire & Safety Inc. , dba Delta Industrial Service & Supply		**H-GAC**	
Signature	DocuSigned by: Marissa Guerra 4F904288DE2F474...	Signature	DocuSigned by: 82EC270D5D61423...
Name	Marissa Guerra	Name	Chuck Wemple
Title	Vice President	Title	Executive Director
Date	10/24/2024	Date	10/24/2024

H-GAC

Houston-Galveston Area Council
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

MASTER SPECIAL PROVISIONS

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. Incorporated by attachment, as part of the whole Master Agreement, H-GAC and the Contractor do, hereby agree to the Master Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Master Agreement, the following documents listed in order of priority are incorporated into the Master Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER MASTER AGREEMENTS ("EUA")

H-GAC acknowledges that the END USER, which is the HGACBuy customer utilizing the contract (CUSTOMER and END USER may be used interchangeably) may choose to enter into an End User Master Agreement (EUA) with the Contractor through this Master Agreement. A CUSTOMER/END USER is a state agency, county, municipality, special district, or other political subdivision of a state, or a qualifying non-profit corporation (providing one or more governmental function or service that possess legal authority to enter into the Contract. The term of the EUA may exceed the term of the current H-GAC Master Agreement.

H-GAC's acknowledgement is not an endorsement or approval of the End User Master Agreement's terms and conditions. Contractor agrees not to offer, agree to or accept from the CUSTOMER/END USER, any terms or conditions that conflict with those in Contractor's Master Agreement with H-GAC. Contractor affirms that termination of its Master Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Master Agreement, termination of this Master Agreement will disallow the Contractor from entering into any new EUA with CUSTOMER/END USER. Applicable H-GAC order processing charges will be due and payable to H-GAC on any EUAs, surviving termination of this Master Agreement between H-GAC and Contractor.

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Master Agreement, Contractor develops a regularly followed standard procedure of entering into Master Agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, Contractor shall notify H-GAC within ten (10) business days thereafter, and this Master Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past Master Agreement with another entity. Contractor shall provide the same prices, warranties, benefits, or terms to H-GAC and its CUSTOMER/END USER as provided in its most favorable past Master Agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If Contractor claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Master Agreement, does not constitute more favorable treatment, than Contractor shall, within ten (10) business days, notify H-GAC in writing, setting forth the detailed reasons Contractor believes the aforesaid

offer is not in fact most favored treatment. H-GAC, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Master Agreement between H-GAC and Contractor shall be automatically amended, effective retroactively, to the effective date of the most favored Master Agreement, to provide the same prices, warranties, benefits, or terms to H-GAC and the CUSTOMER/END USER.

EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer, or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to CUSTOMER/END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Master Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the CUSTOMER/END USER in accord with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to CUSTOMER/END USER based on the pricing and terms of this Master Agreement. H-GAC will invoice Contractor for the applicable order processing charge when H-GAC receives notification of a CUSTOMER/END USER order. Contractor shall remit to H-GAC the full amount of the applicable order processing charge, after delivery of any product or service and subsequent CUSTOMER/END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of a CUSTOMER/END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by Contractor based on this Master Agreement, including sales to entities without Interlocal Master Agreements, Contractor shall pay the applicable order processing charges to H-GAC. Further, Contractor agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Master Agreement. H-GAC reserves the right to take appropriate actions including, but not limited to, Master Agreement termination if Contractor fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall H-GAC have any liability to Contractor for any goods or services a CUSTOMER/END USER procures from Contractor. At all times, Contractor shall remain liable to pay to H-GAC any order processing charges on any portion of the Master Agreement actually performed, and for which compensation was received by Contractor.

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the CUSTOMER/END USER at the time a CUSTOMER/END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, Contractor must have the following insurance and coverage minimums:

a. General liability insurance with a Single Occurrence limit of at least $1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit.
b. Product liability insurance with a Single Occurrence limit of at least $1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.
c. Property Damage or Destruction insurance is required for coverage of End User owned equipment while in Contractor's possession, custody, or control. The minimum Single Occurrence limit is $500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to H-GAC.
d. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to deliver any outstanding order after the close of the contract period.
e. Original Insurance Certificates must be furnished to H-GAC on request, showing Contractor as the insured and showing coverage and limits for the insurances listed above.
f. If any Product(s) or Service(s) will be provided by parties other than Contractor, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by H-GAC, a separate insurance certificate must be submitted for each such party.
g. H-GAC reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. Contractor shall remain prepared to offer a PPB to cover any order if so requested by the CUSTOMER/END USER. Contractor shall quote a price to CUSTOMER/END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of CUSTOMER/END USER's purchase order.

ARTICLE 10: ORDER PROCESSING CHARGE

H-GAC will apply an Order Processing Charge for each sale done through the H-GAC contract, with the exception of orders for motor vehicles. Any pricing submitted must include this charge amount per the most current H-GAC schedule. For motor vehicle orders, the Processing Charge is paid by the CUSTOMER/END USER. Contractor will need to refer to the solicitation for the Order Processing Charge.

ARTICLE 11: CHANGE OF STATUS

Contractor shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Master Agreement shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Master Agreement.

ARTICLE 12: REQUIREMENTS TO APPLICABLE PHYSICAL GOODS

In the case of physical goods (e.g. equipment, material, supplies, as opposed to services), all Products offered must comply with any applicable provisions of the Texas Business and Commerce Code, Title 1, Chapter 2 and with at least the following:

a. Be new, unused, and not refurbished.
b. Not be a prototype as the general design, operation, and performance. This requirement is NOT meant to preclude the Contractor from offering new models or configurations which incorporate improvements in a current design or add functionality, but in which new model or configuration may be new to the marketplace.
c. Include all accessories which may or may not be specifically mentioned in the Master Agreement, but which are normally furnished or necessary to make the Product ready for its intended use upon delivery. Such accessories shall be assembled, installed, and adjusted to allow continuous operation of Product at time of delivery.
d. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a Product as may be purchased simultaneously by any END USER/CUSTOMER.
e. Be designed and constructed using current industry accepted engineering and safety practices, and materials.
f. Be available for inspection at any time prior to or after procurement.

ARTICLE 13: TEXAS MOTOR VEHICLE BOARD LICENSING

All Contractors that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Master Agreement term, any required Contractor license is denied, revoked, or not renewed, Contractor shall be in default of this Master Agreement, unless the Texas Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

ARTICLE 14: INSPECTION/TESTING

All Products sold pursuant to this Master Agreement will be subject to inspection/testing by or at the direction of H-GAC and/or the ordering CUSTOMER/END USER, either at the delivery destination or the place of manufacture. In the event a Product fails to meet or exceed all requirements of this Master Agreement, and unless otherwise agreed in advance, the cost of any inspection and/or testing, will be the responsibility of the Contractor.

ARTICLE 15: ADDITIONAL REPORTING REQUIREMENTS

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

a. CUSTOMER/END USER Name
b. Product/Service purchased, including Product Code if applicable
c. Customer Purchase Order Number
d. Purchase Order Date
e. Product/Service dollar amount
f. HGACBuy Order Processing Charge amount

ARTICLE 16: BACKGROUND CHECKS

Cooperative customers may request background checks on any awarded contractor's employees who will have direct contact with students, or for any other reason they so choose, any may require contractor to pay the cost of obtaining any background information requested by the CUSTOMER/END USER.

ARTICLE 17: PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL CERTIFICATION

As required by Chapter 2271 of the Texas Local Government Code the Contractor must verify that it 1) does not boycott Israel; and 2) will not boycott Israel during the term of the Contract. Pursuant to Section 2271.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

ARTICLE 18: NO EXCLUDED NATION OR TERRORIST ORGANIZATION CERTIFICATION

As required by Chapter 2252 of the Texas Government Code the Contractor must certify that it is not a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

ARTICLE 19: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (Effective Aug. 13, 2020 and as amended October 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. ''Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Contractor must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that Contractors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 20: BUY AMERICA ACT (National School Lunch Program and Breakfast Program)

With respect to products purchased by CUSTOMER/END USER for use in the National School Lunch Program and/or National School Breakfast Program, Contractor shall comply with all federal procurement laws and regulations with respect to such programs, including the Buy American provisions set forth in 7 C.F.R. Part 210.21(d), to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs.

In the event Contractor or Contractor's supplier(s) are unable or unwilling to certify compliance with the Buy American Provision, or the applicability of an exception to the Buy American provision, H-GAC CUSTOMER/END USER may decide not to purchase from Contractor. Additionally, H-GAC

CUSTOMER/END USER may require country of origin on all products and invoices submitted for payment by Contractor, and Contractor agrees to comply with any such requirement.

ARTICLE 21: BUY AMERICA REQUIREMENT (Applies only to Federally Funded Highway and Transit Projects)

With respect to products purchased by CUSTOMER/END USER for use in federally funded highway projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 23 U.S.C. Section 313, 23 C.F.R. Section 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code Section 223.045, to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs. With respect to products purchased by CUSTOMER/END USER for use in federally funded transit projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 49 U.S.C. Section 5323(j)(1), 49 C.F.R. Sections 661.6 or 661.12, to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs.

ARTICLE 22: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, a CUSTOMER/END USER using federal grant award funds should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The CUSTOMER/END USER must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, they shall work with the CUSTOMER/END USER to provide all required certifications and other documentation needed to show compliance.

ARTICLE 23: TITLE VI REQUIREMENTS

H-GAC in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any disadvantaged business enterprises will be afforded full and fair opportunity to submit in response to this Master Agreement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

ARTICLE 24: EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all Contracts and CUSTOMER/END USER Purchase Orders that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., pg.339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Contractor agrees that such provision applies to any contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and agrees that it will comply with such provision.

ARTICLE 25: CLEAN AIR AND WATER POLLUTION CONTROL ACT

CUSTOMER/END USER Purchase Orders using federal funds must contain a provision that requires the Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean

Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Federal Rule above, Contractor certifies that it is in compliance with all applicable provisions of the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and will remain in compliance during the term of the Contract.

ARTICLE 26: PREVAILING WAGE

Contractor and any potential subcontractors have a duty to and shall pay the prevailing wage rate under the Davis-Bacon Act, 40 U.S.C. 276a – 276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5.

ARTICLE 27: CONTRACT WORK HOURS AND SAFETY STANDARDS

As per the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), where applicable, all CUSTOMER/END USER Purchase Orders in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

ARTICLE 28: PROFIT AS A SEPARATE ELEMENT OF PRICE

For purchases using federal funds more than the current Simplified Acquisition Threshold of $250,000, requires negotiation of profit as a separate element of the price. See, 2 CFR 200.324(b). Contractor agrees to provide information and negotiate regarding profit as a separate element of the price for the purchase. Contractor also agrees that the total price, including profit, charged by Contractor will not exceed the awarded pricing, including any applicable discount, under any awarded contract.

ARTICLE 29: BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment (31U.S.C. 1352) – Contractors that apply or bid for an award exceeding $100,000 must file the required anti-lobbying certification. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the CUSTOMER/END USER. As applicable, Contractor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352). Contractor certifies that it is currently in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and will continue to be in compliance throughout the term of the Contract and further certifies that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection

with the awarding of a Federal contract, the making of a Federal Grant, the making of a Federal Loan, the entering into a cooperative Master Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative Master Agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing, or attempting to influence, an officer or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative Master Agreement, Contractor shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Master Agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

ARTICLE 30: COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE MASTER AGREEMENTS, AND CONTRACTS

Contractor certifies compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (13 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

ARTICLE 31: COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT

Contractor certifies that Contractor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

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3. Specifications/Categories/Scope of Work

This is an indefinite quantity/indefinite delivery offerings contract – The HGACBuy Customer is responsible to ensure adequate competition is performed between the various contractors or contractors outside of HGACBuy to determine price reasonableness that might be required per any funding agency. Customer will need to ensure compliance with any funding agency requirements before proceeding with a purchase order under this contract. Please consult legal counsel regarding questions concerning compliance as a contractor under this solicitation.

3.1. Categories

H-GAC is soliciting responses for selecting qualified manufacturers, dealers, and distributors of emergency medical, safety, and rescue equipment and supplies, to make these types of products and services available to Customers of the HGACBuy Cooperative Purchasing Program. In order to eliminate crossover and provide the most comprehensive selection of products to our members, HGACBuy is combining the previous EE08-19 Emergency Medical and Rescue Equipment contract and the EP11-20 Emergency Preparedness and Safety Equipment contract. This solicitation may include a request for a discount percent off price catalog, category, or manufacturer, or price list for equipment, supplies, or materials.

This Solicitation is divided into separate but related product categories. Respondent is advised to offer a wide array, or catalog, of services within each service category listed below. When submitting a response, Respondent may choose to submit a response to any of the categories or all of them. No additional weighted value will be assigned to a response that addresses more than one or all categories listed. All equipment must be the manufacturer's new and current model and must be fully operational upon delivery to the Customer.

Product categories are as follows:

A. Emergency Medical Equipment: comprehensive range of emergency medical response equipment and supplies including all types of defibrillators, work/public access automatic external defibrillators (AEDs), chest compression systems, patient monitoring equipment and supplies, patient transport equipment and supplies, patient treatment equipment and supplies, medical kits and bags, and other miscellaneous emergency medical equipment and supplies.

B. Emergency Safety Equipment: comprehensive range of emergency safety equipment including electronic personnel accountability systems and equipment, EMS/Fire/Law Enforcement personal protective equipment (PPE), turnout gear including coats, gloves, helmets, pants, etc., decontamination products and equipment, miscellaneous personal safety equipment and supplies, and other miscellaneous emergency safety equipment and supplies.

C. Emergency Rescue Equipment: comprehensive range of emergency rescue equipment and tools including all types of spreaders, cutters, and combination units, all types of rescue saws, thermal imaging equipment, drone and unmanned aerial vehicle (UAV) equipment, rams, shoring/stabilizing equipment, hoses and related equipment, breathing air systems and equipment, self-contained breathing apparatus (SCBA), portable lights, portable blowers and fans, air lift rescue equipment, all types of water rescue equipment including ice rescue, swift water rescue and flood rescue equipment,

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flood response equipment and supplies, and other miscellaneous emergency rescue and response equipment and supplies.

(Category descriptions are not intended to be exhaustive or all-inclusive, but rather representative of the types of items in this category.)

3.2. Final Contract Deliverables

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

- Customer Name and address
- HGACBuy confirmation number
- Product/Service purchased
- Customer Purchase Order Number
- Purchase Order Date
- Product/Service dollar amount
- HGACBuy Order Processing Charge amount

Reports must be provided to H-GAC in Excel or other acceptable electronic format by the 30th day of the month following the quarter being reported. If Contractor defaults in providing Products or Services reporting as required by the contract, recourse may be exercised through cancellation of the contract and other legal remedies as appropriate.

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Attachment A

Delta Fire & Safety Inc. dba Delta Industrial Service & Supply
Emergency Medical, Safety, and Rescue Equipment
Contract No.: EE11-24

Manufacturer	Item Description	HGACBuy Discount
Delta Fire & Safety	Delta Fire & Safety Products and Services	0%
CMC Rescue	CMC Rescue Products	5%
Petzl	Petzl Products	10%
HexArmor	HexArmor Products	10%
Honeywell	Honeywell Products	25%
Lakeland	Lakeland Fire Products	15%
FLIR	FLIR Products	5%
SEEK	SEEK Products	5%
Kappler	Kappler Products	5%
Phenix	Phenix Products	12%
Covert Armor	Covert Armor Products	40%
Toxic Suppression	Toxic Suppression Products	5%
CrewBoss	CrewBoss Products	8%
Dragon Fire	Dragon Fire Products	10%
Lightning X	Lightning X Products	15%
Vanguard	Vanguard Products	10%
Streamlight	Streamlight Products	20%
R&B Fabrication	R&B Fabrication Products	5%
Fire Hooks Unlimited	Fire Hooks Unlimited Products	10%
Council Tools	Council Tools Products	15%
Leatherhead Tools	Leatherhead Tools Products	10%

City of Georgetown, Texas
City Council
February 24, 2026

SUBJECT:
Agreement for Financial Advisory Services with Specialized Public Finance Inc.

SUGGESTED ACTION:
Consideration and possible action to approve a contract between the City of Georgetown and Specialized Public Finance Inc. for Financial Advisory Services, and to authorize the City Manager to execute renewals of the agreement for up to four additional one-year terms with the same terms and conditions -- Nathan Parras, Assistant Chief Financial Officer

ITEM SUMMARY:
This is an agreement with Specialized Public Finance Inc. (SPFI) to provide financial advisory services. Financial advisory services include but are not limited to: coordinating and guiding the City's bond issuance process; recommendations of debt instruments, method of sale, structure, and associated documents. SPFI will assist the City with special elections, credit ratings, and post-issuance compliance. The firm will provide the City with general financing plans and support, special services including being a liaison on behalf of the City in regard to disclosure documents required by federal and state laws and regulations.

FINANCIAL IMPACT:
Fees are based on the amount of debt issued. The City has 5-year capital plans. The current fiscal year is adopted with the budget, but the remaining four years is a forecast that changes over time as new information is available. Below is the **estimated** cost using the contract fees provided outlined in Exhibit C of the agreement and the FY2026-FY2030 anticipated 5-year capital improvement plan. Actual costs are budgeted and expensed in the bond issuance amount each year, from each relevant fund (General Capital Projects, Water, Electric, etc).

Type	**FY2026**	**FY2027**	**FY2028**	**FY2029**	**FY2030**
Certificate of Obligation (CO)	38,215,000	30,712.000	13,921,600	20,284,600	35,655,000
SPFI Costs (CO)	**82,530**	**72,776**	**46,497**	**58,734**	**79,202**
General Obligation (GO)	54,000,000	23,025,000	45,000,000		
SPFI Costs (GO)	**102,850**	**62,434**	**91,350**		

Revenue Bond	493,334,632	1,105,321,083	80,021,632	34,878,065	57,936,956
SPFI Costs (Rev)	**815,023**	**1,771,252**	**169,221**	**97,739**	**134,714**
Estimated SPFI Total	**1,000,402**	**1,906,461**	**307,068**	**156,474**	**213,915**
Issuance Total	**585,549,632**	**1,159,058,083**	**138,943,232**	**55,162,665**	**93,591,956**
SPFI Fee Total	**1,000,402**	**1,906,461**	**307,068**	**156,474**	**213,915**
SPFI Fee as % of Par (by year)	**0.17%**	**0.16%**	**0.22%**	**0.28%**	**0.23%**

SUBMITTED BY:
Aaron St Pierre, Finance/Purchasing

ATTACHMENTS:
Agmnt_FinancialAdvisory_SPFI (FOR SIGNATURE).pdf

CONSULTATION AGREEMENT WITH THE CITY OF GEORGETOWN

This Consultation Agreement (the "Agreement") is entered into and made effective on the ___th day of _____ 2026 by and between ("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. **Compensation.** The City shall compensate the Consultant with respect to each issuance of debt pursuant to the payment schedule provided 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 through September 30, 2026, 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. **Performance.** Consultant, its employees, associates, and/or subcontractors shall perform all the services described in the Scope of Services in a professional manner and be fully qualified and competent to perform those services. Consultant shall undertake the work and complete it in a timely manner and in accordance with all applicable federal, state, and local statutes, regulations, ordinances, and other laws.

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

8. **Insurance.** Consultant shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, volunteers, employees or subcontractors. The polices, limits and

endorsements required are set forth in **Exhibit D**. Consultants insurance certificate satisfying the City insurance requirements is attached as **Exhibit E**.

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

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

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

12. **Ownership of Documents.** Except as provided below, 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. Notwithstanding the foregoing, Consultant shall retain ownership of its proprietary debt models that were developed prior to this Agreement.

13. **Termination for Convenience.** The City shall have the right to terminate this Agreement, in whole or in part, without cause any time upon sixty (60) 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. The Consultant shall have the right to terminate this Agreement, in whole or in part, without cause any time upon ninety (90) calendar days' prior written notice. Fees due to the Consultant would only be for City-directed work performed prior to the termination.

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

15. **Non-Appropriation**. This Agreement is a commitment of City's current revenues only. It is understood and agreed that the City shall have the right to terminate this Agreement at the end of any City fiscal year if the governing body of the city does not appropriate funds sufficient to purchase the services. The City may terminate for non-appropriation by giving the Consultant a written notice of termination at the end of its then current fiscal year.

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

Notice to the Consultant:

Specialized Public Finance Inc.
ATTN: Jennifer Ritter
248 Addie Roy Road, Suite B-103
Austin Texas 78746
jennifer@spfmuni.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

17. **Independent Contractor.** The Agreement shall not be construed as creating an employer/employee relationship, a partnership or joint venture. The Consultant's services shall be those of an independent contractor. The Consultant agrees and understands that the Agreement does not grant any rights or privileges established for employees of the City. Consultant shall not be within protection or coverage of the City's Worker Compensation insurance, Health Insurance, Liability Insurance or any other insurance that the City, from time to time, may have in force.

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

19. **No Waiver.** The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach hereof.

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

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

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

23. **Confidential Information**. Each party agrees not to use, disclose, sell, license, publish, reproduce or otherwise make available the Confidential Information of the other party except and only to the extent necessary to perform under this Agreement or as required by the Texas Public Information Act or other applicable law. Confidential Information shall be designated and marked as such at the time of disclosure. Each party agrees to secure and protect the other party's Confidential Information in a manner consistent with the maintenance of the other party's confidential and proprietary rights in the information and to take appropriate action by

instruction or agreement with its employees, consultants, or other agents who are permitted access to the other party's Confidential Information to satisfy its obligations under this Section. The provisions of this paragraph shall survive the term of the Agreement.

24. **Consultant Certification Regarding Boycotting Israel.** Pursuant to Chapter 2271, Texas Government Code, Consultant certifies that either (1) it is a sole proprietorship or company with fewer than ten (10) employees, or (2) it does not currently boycott Israel and will not boycott Israel during the term of this Agreement. Consultant acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

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

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

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

28. **Severability.** This Agreement is severable and if any one or more parts of it are found to be invalid, such invalidity shall not affect the remainder of this Agreement if it can be given effect without the invalid parts.

29. **Governing Law and Venue**. This Agreement shall be governed by the laws of the State of Texas. Venue shall be located in Williamson County, Texas.

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

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

32. **Entire Agreement.** This Agreement, with all exhibits, includes the entire agreement of the City and the Consultant and supersedes all prior and contemporaneous agreements between the parties, whether oral or written, relating to the subject of this agreement.

List of Exhibits

A. Scope of Services
B. Supplemental Provisions
C. Payment Schedule
D. Insurance Requirements
E. Certificates of Insurance

[*signatures on the following page*]

CITY OF GEORGETOWN	CONSULTANT
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

A. **Financial Planning** – At the direction of the City, the Advisor shall:

1. **Survey and Analysis.** Conduct a survey of the financial resources of the City to determine the extent of its capacity to authorize, issue, and service Debt Instruments contemplated. This survey will include an analysis of any existing debt structure as compared with the existing and projected sources of revenues which may be pledged to secure payment of debt service and, where appropriate, will include a study of the trend of the assessed valuation, taxing power, and present and future taxing requirements of the City. In the event revenues of existing or projected facilities operated by the City are to be pledged to repayment of the Debt Instruments under consideration, the survey will take into account any outstanding indebtedness payable from the revenues thereof, additional revenues to be available from any proposed rate increases, and additional revenues, as projected by consulting engineers employed by the City, resulting from improvements to be financed by the Debt Instruments under consideration.
2. **Future Financings**. Consider and analyze future financing needs as projected by the City's staff and consulting engineers or other experts, if any, employed by the City.
3. **Recommendations for Debt Instruments**. On the basis of the information developed by the survey described above, and other information and experience available, submit to the City recommendations regarding the Debt Instruments under consideration, including such elements as the date of issue, interest payment dates, schedule of principal maturities, options of prior payment, security provisions, and such other provisions as may be appropriate in order to make the issue attractive to investors while achieving the objectives of the City. All recommendations will be consistent with the goal of designing the Debt Instruments to be sold on terms which are advantageous to the City, including the lowest interest cost consistent with all other considerations.
4. **Market Information**. Advise the City of current bond market conditions, other related forthcoming bond issues, and general information, with economic data, which might normally be expected to influence interest rates or bidding conditions so that the date of sale of the Debt Instruments may be set at a favorable time.
5. **Elections**. In the event it is necessary to hold an election to authorize the Debt Instruments then under consideration, the Advisor will assist in coordinating the assembly of such data as may be required for the preparation of necessary petitions, orders, resolutions, ordinances, notices, and certificates in connection

with the election, including assistance in the transmission of such data to a firm of municipal bond attorneys ("Bond Counsel") retained by the City.

B. Debt Management and Financial Implementation. At the direction of City, the Advisor shall:

1. **Method of Sale**. Evaluate the particular financing being contemplated, giving consideration to the complexity, market acceptance, rating, size, and structure in order to make a recommendation as to an appropriate method of sale, and:
   a. If the Debt Instruments are to be sold by an advertised competitive sale, the Advisor will:
      i. Supervise the sale of the Debt Instruments, reserving the right, alone or in conjunction with others, to submit a bid for any Debt Instruments issued under this Agreement which the City advertises for competitive bids; however, in keeping with the provisions of Rule G-23 of the Municipal Securities Rulemaking Board, the Advisor will request and obtain written consent to bid prior to submitting a bid, in any instance wherein the Advisor elects to bid, for any installment of such Debt Instruments;
      ii. Disseminate information to prospective bidders, organize such informational meetings as may be necessary, and facilitate prospective bidders' efforts in making timely submissions of proper bids;
      iii. Assist the staff of the City in coordination the receipt of bids, the safekeeping of good faith checks, and the tabulation and comparison of submitted bids; and
      iv. Advise the City regarding the best bid and provide advice regarding acceptance or rejection of the bids.
   b. If the Debt Instruments are to be sold by negotiated sale, the Advisor will:
      i. Recommend for City's final approval and acceptance one or more investment banking firms as managers of an underwriting syndicate for the purpose of negotiation the purchase of the Debt Instruments.
      ii. Cooperate with and assist any selected managing underwriter and their counsel in connection with their efforts to prepare any Official Statement or Offering Memorandum. The Advisor will cooperate with and assist the underwriters in the preparation of a bond purchase contract, an underwriter's agreement, and other related documents. The cost incurred in such efforts, including the printing of the documents, will be paid in accordance with the terms of the City's agreement with the underwriters, but shall not be or become an obligation of the Advisor, except to the extent specifically provided otherwise in the Agreement or assumed in writing by the Advisor;

iii. Assist the staff of the City in the safekeeping of any good faith checks, to the extent there are any such, and provide a cost comparison, for both expenses and interest which are suggested by the underwriters, to the then current market; and

iv. Advise the City as to the fairness of the price offered by the underwriter.

2. **Offering Documents.** Coordinate the preparation of the notice of sale and bidding instructions, Official Statement, official bid form, and such other documents as may be required and submit all such documents to the City for examination, approval, and certification. After such examination, approval, and certification, the Advisor shall provide the City with a supply of all such documents sufficient to its needs and distribute by mail sets of the same to prospective purchases of the Debt Instruments. Also, the Advisor shall provide copies of the final Official Statement to the purchaser of the Debt Instruments in accordance with the Notice of Sale and Bidding Instructions.
3. **Credit Rating**. Make recommendations to the City as to the advisability of obtaining a credit rating, or ratings, for the Debt Instruments and, when directed by the City, coordinate the preparation of such information as may be appropriate for submission to the rating agency or agencies. In those cases where the advisability of personal presentation of information to the rating agency, or agencies, may be indicated, the Advisor will arrange for such personal presentations, utilizing such composition of representatives for the City as may be finally approved or directed by the City.
4. **Trustee, Paying Agent, Registrar**. Upon request, counsel with the City in the selection of a Trustee and/or Paying Agent/Registrar for the Debt Instruments and assist in the negotiation of agreements pertinent to these services and the fees incident thereto.
5. **Financial Publications**. When appropriate, advise financial publications of the forthcoming sale of the Debt Instruments and provide them with all pertinent information.
6. **Consultants.** After consulting with, and receiving directions from, the City, arrange for such reports and opinions of recognized independent consultants as may be appropriate for the successful marketing of the Debt Instruments.
7. **Auditors**. In the event formal verification by an independent auditor of any calculations incident to the Debt Instruments is required, make arrangements for such services.
8. **City Meeting.** Attend meetings of the governing body of the City, its staff, representatives, or committees as requested at all times when the Advisor may be of assistance or service and the subject of financing is to be discussed.

9. **Printing**. To the extent authorized by the City, coordinate all work incident to printing of the offering documents and the Debt Instruments.
10. **Bond Counsel**. Maintain liaison with Bond Counsel in the preparation of all legal documents pertaining to the authorization, sale, and issuance of the Debt Instruments.
11. **Changes in Laws**. Provide to the City copies of proposed or enacted changes in federal and state laws, rules, and regulations having, or expected to have, a significant effect on the municipal bond market of which the Advisor becomes aware in the ordinary course of its business, it being understood that the Advisor does not and may not act as an attorney for, or provide legal advice or services to, the City.
12. **Delivery of Debt Instruments**. As soon as a bid for the Debt Instruments is accepted by the City, coordinate the efforts of all concerned to the end that the Debt Instruments may be delivered and paid for as expeditiously as possible and assist the City in the preparation or verification of final closing figures incident to the delivery of the Debt Instruments.
13. **Debt Service Schedule**; **Authorizing Resolution.** After the closing of the sale and delivery of the Debt Instruments, deliver to the City a schedule of annual debt service requirements for the Debt Instruments and, in coordination with Bond Counsel, assure that the paying agent/registrar and/or trustee has been provided with a copy of the authorizing ordinance, order, or resolution.
14. **Post-**issuance Compliance Advice and Assistance. In coordination with Bond Counsel, advise and assist the City with post-issuance compliance proceedings, both voluntary and required, under SEC Rule 15c2-12.

C. **Coordinating and Implementing the Bond Sale**

1. Make recommendation on marketing of bonds, including methods for enhancing the rating, advice on bond covenants, pledge of revenue, flow of funds, legal and coverage requirements, municipal bond market trends, timing and scheduling of issues.
2. Provide advice and assistance on the requirements of various financing structures, the principal amount of bonds to be sold, maturity schedules, call and put features, premiums, basis of awarding bids and types of sales, such as negotiated or competitive, and including new and refunding bonds.
3. Preparation and distribution of preliminary and final official statements, and related advertising for each sale, to prospective and successful bidders and briefing notebooks for rating agency discussions.
4. Printing of bonds and coordination with bond counsel and paying agent/registrar.
5. Interpreting the City's offerings to prospective bidders in the municipal bond market and elicit participation from various investment banking firms.

6. Coordinating and/or attending bid openings of bond sales, assist in evaluating bids and recommend acceptance or rejection of bids, preferably using internet and electronic means for these processes.
7. Bond closings with the successful bidder, printer, paying agent/registrar, bond counsel and City staff, including instructions for the closing and post-closing responsibilities.
8. Maintain copies of all transcripts.
9. Assist the City in all aspects of a negotiated bond sale including, but not limited to, the preparation and mailing of the request for qualifications to provide financial underwriting services, in-depth evaluation of qualifications submitted, selection of an underwriting team and other matters related to the successful consummation of a negotiated transaction(s).

D. General Financing plan and Support

1. Provide analytical support and guidance as needed to support the City's financial planning and budgeting process.
2. Review and analyze debt structures, revenue cash flows, and trends of assessed valuation. If the revenues of a system or facility are to be pledged to repayment of the securities in question, the analysis will take into account any outstanding obligations which are payable from the net revenues thereof, and/or additional net revenues as projected by staff or consultant analysis and evaluation or pro forma cash flows. Based on such financial findings, the Financial Advisor(s) shall devise and recommend for the City's approval, a plan of financing under terms and conditions most advantageous to the City, consistent with a minimum interest rate.
3. Prepare information for rating agency presentation, schedule and assist in the presentations and act as a liaison with the agencies providing information when needed.
4. Advise the City of market developments and conditions, including the impact of pending legislation at the state and federal levels and financing techniques that may be applicable to the City's bond financing program.
5. Work with City staff, bond counsel, independent auditors, and special consultants in developing financing programs and marketing of bonds.
6. Prepare the market for the City's bond offerings, including systematic contacts with bond rating agencies and prospective bidders, explaining the City's offerings to firms and individuals in the municipal bond markets and all necessary communications and contact with journals, periodicals and dealers.
7. Arrange and coordinate meetings between City officials and rating agencies.
8. Continual monitoring of the feasibility of refunding/restructuring opportunities to determine and recommend the desirability of refinancing existing debt including the provision of assistance in all aspects and phases of the refunding transaction.

9. Evaluate and provide recommendations on unsolicited proposals from investment banking firms and financial consultants.
10. Prepare information for and present to the City Council when required and/or requested.

E. Specials Services

1. Coordinating and preparing the submission of SEC disclosure documents required by federal and state laws and regulations.
2. Provide technical financial analysis related to financing options for various economic development projects as they pertain to the City's credit ratings. This should include, but not be limited to, annual disclosure requirements and material event notices.
3. Advise, inform and assist the City with performing due diligence investigations with respect to firms that the City may contemplate utilizing in a financial transaction. Such due diligence shall include matters pertaining to the knowledge of, or investigation into a firm's alleged or convicted financial misconduct, securities violations, financial health, Justice Department investigation(s), or other financial diligence.
4. Assist in identifying and reviewing new sources of funding for capital needs of the City such as may be available from open market leasing, state and/or federal grants or incentive programs.
5. Coordinating and preparing the annual continuing disclosure compliance filings.
6. Any other non-traditional activities the City and/or Financial Advisor may deem appropriate.

Exhibit B

Supplemental Provisions

It is understood and agreed that the City, in connection with the sale and delivery of Debt, will be required to comply with certain continuing disclosure undertakings, including preparation and submission of annual reports (the "annual reports") and reporting of certain specified material events (the "material events") pursuant written undertakings of the Issuer and in accordance with the provisions of Securities and Exchange Commission Rule 15c2-12, as amended (the "Rule). Consultant shall provide continuing disclosure services on the terms and conditions, for the time period and for the compensation set forth herein.

This Agreement shall apply to all Debt delivered subsequent to the effective date of the continuing disclosure undertakings of Issuer and as specified in the Rule, to the extent that any particular issue of Debt does not qualify for exceptions to the continuing disclosure requirements of the Rule.

Consultant agrees to perform annual reporting and material event notification duties required by the undertakings of Issuer and the Rule at a flat rate of $350.00 per material event filing.

The fees for providing the foregoing continuing disclosure services shall be negotiated annually (not to exceed $1,000 per similarly-secured type of Debt). The fees for providing material event notification services shall be negotiated separately at the time such notifications may be required.

Exhibit C

Payment Terms

Payment is a fixed fee in the amount listed below per issuance of debt. This amount shall be payable by the City pursuant to the schedule listed below at the time of closing for each issuance of debt .

Fee Schedule

Base Fee-Any Issue $ 3,000

Plus $12.50 per $1,000 up to $250,000 or a total of $6,125 for $250,000 Bonds

Plus $11.50 per $1,000 next $250,000 or a total of $9,000 for $500,000 Bonds

Plus $7.00 per $1,000 next $500,000 or a total of $12,500 for $1,000,000 Bonds

Plus $4.65 per $1,000 next $1,500,000 or a total of $19,475 for $2,500,000 Bonds

Plus $2.75 per $1,000 next $2,500,000 or a total of $26,350 for $5,000,000 Bonds

Plus $2.50 per $1,000 next $5,000,000 or a total of $38,850 for $10,000,000 Bonds

Plus $1.95 per $1,000 next $10,000,000 or a total of $58,350 for $20,000,000 Bonds

Plus $1.35 per $1,000 next $10,000,000 or a total of $71,850 for $30,000,000 Bonds

Plus $1.30 per $1,000 next $20,000,000 or a total of $97,850 for $50,000,000 Bonds

Plus $1.25 per $1,000 over $50,000,000

The above charges shall be multiplied by 1.25 times for the completion of an application to a federal or state government agency or for the issuance of revenue bonds or refunding bonds, reflecting the additional services required.

The payment of charges for financial advisory services shall be contingent upon the delivery of bonds and shall be due at the time that bonds are delivered.

The charges for ancillary services, including computer structuring and official statement printing, Bond Counsel, bond ratings, continuing disclosure, credit enhancement, verification agent, official statement preparation, paying agent/registrar/trustee, underwriter and underwriter's counsel, delivery, copy conference calls charges and other miscellaneous charges shall be levied only for those services which are reasonably necessary in completing the transaction and which are reasonable in amount, unless such charges were incurred at the specified direction of the City.

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. Reserved
C. Workers' Compensation
D. Professional Liability

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

III. General Requirements Applicable to All Policies.

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

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

V. **Commercial General Liability** requirements:

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

B. Minimum Combined Single Limit of $1,000,000 per occurrence per project for bodily injury and property damage with a $2,000,000 annual aggregate limit.

C. Coverage shall be at least as broad as Insurance Service's Office Number CG 00 01.

D. No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for review and acceptance.

E. The coverage shall not exclude: premises/operations; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein); and where exposures exist, Explosion, Collapse and Underground coverage.

F. The City shall be listed as Additional Insured, and the policy shall be endorsed to waive rights of subrogation, to be primary and non-contributory with regard to any self-insurance or insurance policy held by the City.

VI. Reserved.

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

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

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

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

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

VIII. **Professional Liability** requirements:

A. Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current A. M. Best Key Rating Guide.
B. Minimum of $1,000,000 per occurrence and $2,000,000 aggregate, with a maximum deductible of $100,000.00. Financial statements shall be furnished to the City upon request.
C. For "claims made" policies, the availability of a 24-month extended reporting period is necessary. The retroactive date shall be shown on the certificate of liability insurance.

Exhibit E

Certificate of Insurance

City of Georgetown, Texas
City Council
February 24, 2026

SUBJECT:
Annual Maintenance and Repair for Outdoor Warning Siren Systems with Omniwarn, LLC

SUGGESTED ACTION:
Consideration and possible action to approve an agreement with Omniwarn, LLC for annual maintenance and repair services for outdoor warning siren systems, for an amount not to exceed $50,000.00 annually, and to authorize the City Manager to execute renewals of the agreement for up to four additional one-year terms with the same terms and conditions for a total not to exceed $250,000.00 -- Christy Rogers, Emergency Management Coordinator

ITEM SUMMARY:
The purpose of this agenda item is to request City Council consideration and possible action to approve a new general services agreement for the repair, maintenance, and emergency services in support of the City's outdoor warning siren system. The system, which provides critical public alerting during severe weather, hazardous materials incidents, or other civil emergencies, requires specialized technical expertise to ensure reliability and compliance with current and future standards. Regular preventive maintenance is essential to ensure that all sirens activate properly during emergency events and to minimize the risk of system failure

Following a competitive procurement process, staff recommends awarding the contract to OmniWarn, LLC, the highest rated and most cost effective proposer. The vendor will provide comprehensive services including annual preventive maintenance, emergency repairs, system diagnostics, software updates, technical support and consultation, and documentation of all work performed.

FINANCIAL IMPACT:

The proposed contract is for an amount not to exceed $50,000 annually, and to authorize the City Manager to execute renewals of the agreement for up to four additional one-year terms with the same terms and conditions for a total not to exceed $250,000.00.

In the event a new Agreement cannot be executed at the anniversary date of the initial term or any renewal term, the Agreement may be renewed month-to-month until a new agreement is executed.

SUBMITTED BY:
Danella Elliott, City Manager's Office

ATTACHMENTS:
26-0025-SC OmniWarn (FOR SIGNATURE).pdf

General Service Agreement
between
Omniwarn, LLC
and 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 **OmniWarn, LLC**, an Oklahoma limited liability company (the "Contractor"), for the following work: **to supply annual maintenance and repair services for an outdoor warning siren system**, 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 **FIFTY THOUSAND DOLLARS and ZERO CENTS ($50,000.00) annually.**

2. **Term.** This Agreement shall become effective on the date signed by the City. The initial term of the Agreement is for one year to commence on the date signed by the City, 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. In the event a new Agreement cannot be executed at the anniversary date of the initial term or any renewal term, the Agreement may be renewed month-to-month until a new agreement is executed.

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 ONLY TO THE EXTENT THAT THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, OR LIABILITY ARE CAUSED BY THE ACTUAL**

AND/OR ALLEGED NEGLIGENCE, GROSS NEGLIGENCE, OR WRONGFUL ACTS OR OMISSIONS OF THE CONTRACTOR, ITS EMPLOYEES, AGENTS, OR SUBCONTRACTORS.

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 THIS RELEASE SHALL NOT APPLY TO CLAIMS, DEMANDS, OR CAUSES OF ACTION ARISING FROM THE NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF THE CITY, ITS OFFICERS, EMPLOYEES, AGENTS, OR CONTRACTORS. EACH PARTY SHALL REMAIN RESPONSIBLE FOR ITS OWN NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT.

13. LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY TEXAS LAW, CONTRACTOR'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT, INDEMNITY, OR OTHERWISE, SHALL NOT EXCEED THE GREATER OF:

(A) THE LIMITS OF INSURANCE REQUIRED UNDER THIS AGREEMENT, OR
(B) ONE MILLION DOLLARS ($1,000,000.00).

THIS LIMITATION SHALL NOT APPLY TO DAMAGES RESULTING FROM CONTRACTOR'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

14. EFFECT OF CITY-DIRECTED MAINTENANCE DECISIONS. CONTRACTOR SHALL MAKE RECOMMENDATIONS BASED ON MANUFACTURER SPECIFICATIONS, INDUSTRY BEST PRACTICES, AND SYSTEM CONDITION. IF THE CITY ELECTS NOT TO AUTHORIZE OR IMPLEMENT CONTRACTOR'S WRITTEN RECOMMENDATIONS, INCLUDING BUT NOT LIMITED TO RECOMMENDED BATTERY REPLACEMENTS, COMPONENT REPLACEMENTS, OR CORRECTIVE REPAIRS, CONTRACTOR SHALL NOT BE LIABLE FOR ANY RESULTING SYSTEM FAILURES, PERFORMANCE DEGRADATION, OR DAMAGES ARISING FROM SUCH DECISION.

RESPONSIBILITY FOR SYSTEM FUNCTIONALITY IMPACTED BY CITY-DIRECTED DEFERRAL, MODIFICATION, OR REJECTION OF

RECOMMENDED WORK SHALL REST SOLELY WITH THE CITY. CONTRACTOR SHALL NOT BE LIABLE FOR SYSTEM FAILURES, DEGRADED PERFORMANCE, OR DAMAGES RESULTING FROM:
(A) THE CITY'S DECISION NOT TO AUTHORIZE RECOMMENDED REPAIRS OR REPLACEMENTS;
(B) DELAYS IN APPROVAL THAT PREVENT TIMELY CORRECTIVE ACTION; OR
(C) THE USE OF EQUIPMENT, BATTERIES, OR COMPONENTS THAT DIFFER FROM CONTRACTOR'S RECOMMENDATIONS OR MANUFACTURER SPECIFICATIONS.

15. SYSTEM DEPENDENCIES, TESTING STANDARDS, AND INFRASTRUCTURE LIMITATIONS. CONTRACTOR SHALL BE RESPONSIBLE ONLY FOR DAMAGES OR FAILURES DIRECTLY CAUSED BY CONTRACTOR'S ACTUAL AND/OR ALLEGED NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT IN THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT.

CONTRACTOR SHALL NOT BE LIABLE FOR SYSTEM FAILURES, DEGRADED PERFORMANCE, OR LOSS OF FUNCTIONALITY RESULTING FROM:

(A) THE CITY'S FAILURE TO OPERATE, TEST, OR MAINTAIN THE SIREN SYSTEM IN ACCORDANCE WITH MANUFACTURER RECOMMENDATIONS, INDUSTRY STANDARDS, OR CONTRACTOR'S WRITTEN INSTRUCTIONS;

(B) LACK OF NETWORK CONNECTIVITY, DATA SERVICE INTERRUPTIONS, OR COMMUNICATION FAILURES AFFECTING COMMANDERONE OR ANY OTHER CITY-OWNED OR THIRD-PARTY NETWORK SYSTEMS;

(C) FAILURES OF CITY-OWNED POWER INFRASTRUCTURE, INCLUDING EXTENDED UTILITY OUTAGES, ELECTRICAL FAULTS, OR GRID INTERRUPTIONS;

(D) BATTERY DEPLETION OR SYSTEM SHUTDOWN RESULTING FROM PROLONGED POWER LOSS, ACTS OF GOD, NATURAL DISASTERS, OR EVENTS BEYOND CONTRACTOR'S REASONABLE CONTROL; OR
(E) ACTS OF GOD, INCLUDING BUT NOT LIMITED TO LIGHTNING STRIKES, FLOODS, WINDSTORMS, TORNADOES, EARTHQUAKES, OR OTHER NATURAL DISASTERS;

(F) VANDALISM, THEFT, SABOTAGE, OR OTHER INTENTIONAL ACTS BY THIRD PARTIES;

(G) VEHICULAR ACCIDENTS, CONSTRUCTION DAMAGE, OR IMPACTS CAUSED BY THIRD PARTIES; OR

(H) FAILURES CAUSED BY THIRD-PARTY EQUIPMENT, SERVICES, OR INFRASTRUCTURE NOT OWNED OR CONTROLLED BY CONTRACTOR.

CONTRACTOR'S REMOTE MONITORING SERVICES ARE SUPPLEMENTAL IN NATURE AND DO NOT GUARANTEE DETECTION OF ALL FAULTS OR PREVENTION OF SYSTEM OUTAGES.

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. **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:

    OmniWarn, LLC
    ATTN: Ryan Dean
    916 Bridon Circle Suite 110
    Yukon, Oklahoma 73099
    ryan@omni-warn.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

23. **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.

24. **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.

25. **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.

26. **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.

27. **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.

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

A. Scope of Services
B. Payment Schedule
C. Insurance Requirements
D. 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.

Contractor shall provide ongoing maintenance, repair, and emergency services to the City of Georgetown outdoor warning siren system, in addition to technical support and consultation. The system is a critical public safety resource used to alert the community to emergency situations such as severe weather, hazardous materials incidents, or other civil emergencies. This specification describes the preventive maintenance and repair services of outdoor warning sirens, including but not limited to additional siren heads, poles, software, hardware, and any labor required to procure and install additional equipment.

A. Annual Preventive Maintenance

1. Preventive maintenance is conducted **ONCE ANNUALLY** on this system with covered service calls included at no additional charge.
2. The City of Georgetown Office of Emergency Management shall require an Annual Preventative Maintenance Report to include the component review as detailed below, any comments, photos and any work performed. (The report shall contain the date of visit, any issues that are observed, resolution of the issue, if City Staff was notified of repairs not covered in the preventive maintenance agreement, etc.). See the attached report example in the appendix of this document.
3. A typed or computer-generated report is required for documentation of the preventive maintenance that was performed. The list below includes items that need to be listed in the report. These reports need to be submitted to the City of Georgetown Office of Emergency Management no later than two weeks after completion of maintenance so that payment can be made.
4. Contractor shall ensure that all additional annual preventative items recommended by the manufacturer but not specifically specified in items below are also completed as specified by the manufacturer and included in the base price of Annual Preventative Maintenance per site. Any additional items checked should be noted on each devices' checklist.
5. ~~Bi-~~ Annual Preventative Maintenance Plan includes:
    - 5.1 Inspection of all electrical and mechanical connections. Minor repairs or recommended corrective action plan included
    - 5.2 Perform speaker driver inspection and repair as required
    - 5.3 Verify power output of amplifiers
    - 5.4 Verify operation of control board or circuits
    - 5.5 Verify proper voltages are present
    - 5.6 Check charger(s) for proper voltage
    - 5.7 Battery inspection for age, voltage, and possible replacement (cost of battery replacement not included)
    - 5.8 Check/verify wiring and fuses for all circuits

5.9 Verify antenna connector integrity and mounting
5.10 Clean debris from cabinets
5.11 Verify all conduit entries are sealed to prevent battery gases from entering the control cabinet and to ensure no moisture or pests are able to enter the cabinets
5.12 Verify AC/solar, battery, battery cables, radio/cell/satellite operation
5.13 Verify AC disconnect/breaker in working condition
5.14 Verify battery heater operation (if applicable)
5.15 Verify intrusion switches are operating and repair as required
5.16 Inspect siren pole installation for vertical orientation; will recommend corrective action if required
5.17 Inspect chopper/rotate motor and brushes for wear (examine length), dust, and operation. Minor repairs, cleaning or corrective action plan included
5.18 Check rotation and chopper sensors
5.19 Inspect collector ring and brushes for wear. Includes grease application and repair as required
5.20 Evaluate the rotate motor and clutch for operation and adjust and repair as required
5.21 Verify contactor operation and quality of contacts
5.22 Inspect all painted surfaces and repair as required
5.23 Inspect horn screen and repair as required

B. Minimum Description of Maintenance, Inspection and Repair

1. Complete Visual Inspection of Each Unit:
   1.1.a Pole condition and level.
   1.2 Observe pole for any shifting or leaning (Pole should be perpendicular to the ground with no obvious bends).
   1.3 Re-seal any holes in the pole to ensure water cannot enter the pole.
   1.4 Ensure any bolts, nuts, and other mounting hardware used to secure the pole are free of corrosion and are tight.
   1.4.a 1.2 Pier condition.
   1.5 Check for major cracks in concrete, earth shifts, etc.
   1.5.a 1.3 Grounding of cabinets, antennas a/c transformers, and electrical boxes.
   1.6 Ensure ground rods are buried and properly connected.
   1.7 Electrical conduits, antenna coax, and antennas.

2. Mechanical Maintenance and Inspection:
   2.1 Inspection and repair of siren head wire connections, gears, gearboxes, motor brushes, collector rings, slip clutch, belt condition replacement if needed, and fluid levels. The siren head itself can be inspected as needed.
   2.2 Inspection of all internal relays, control relays current and rotate sensors, cabinet.
   2.3 Visual inspection of all wiring.
   2.4 Record readings on the time meters, if applicable.

2.5 Run siren on "Silent Test" and check motor amperage for sirens utilizing single or three-phase power.
2.6 Verify proper amperage, voltage, and other electrical measurements for DC- powered sirens.
2.7 Use siren activation via the control board for testing.
2.8 Check contacts, relays, and other electrical equipment for wear and suggest a replacement if needed.
2.9 Remain in contact with the City during audible testing, if required. *Contacting the City of Georgetown Office of Emergency Management is required before performing any audible testing, to include "Quiet" or "Growl" tests.*
2.10 Re-torque, as necessary, all terminal connectors, and other connectors for proper tightness.
2.11 Measure transformer rectifier voltage, if applicable.

3. Lubrication of Siren Components:
   3.1 Grease and add oil to gearboxes, and grease all points as needed.
   3.2 Lubricate all padlocks at each location if needed to ensure proper operation of locking mechanisms.
   3.3 Communications and RF Controllers:
      3.3.a Inspect and test communication from all control points and make any adjustments for proper operation.
   3.4 Check transceiver audio level.
   3.5 Check to receive level adjustments.
   3.6 Confirming controller auto-reporting (via intrusion and AC line voltage sensors).
   3.7 Check and reset (when necessary) modulation levels.

4. Inspection and Maintenance of Batteries and Battery Chargers:
   4.1 Siren Batteries.
      4.1.a Replacement of any set that was found to be deficient at the time of annual preventive maintenance visit or during a field service call. The technician must get authorization from Georgetown Office of Emergency Management before changing batteries.
      4.1.b Batteries may be provided by the City of Georgetown unless under warranty from the manufacturer. However, City staff can authorize the proposer to purchase through their vendor of choice, depending on which cost is most advantageous to the City.
      4.1.c The annual Preventive Maintenance report should also include the status of each siren's batteries including the date of installation and expected replacement date.
      4.1.d If the battery is replaced, the date that the battery is replaced shall be written on the battery itself.
   4.2 Battery Chargers.

4.2.a Check battery chargers' charge setting and adjust when needed.
4.2.b Measure charger input and output voltages.
4.2.c Measure the voltage of each battery separately.
4.2.d Load test each battery separately and replace if necessary.
4.2.e Ensure that all batteries are properly marked with an installation date.
4.2.f Ensure the battery charger is charging batteries properly as designed.
4.2.g Inspect battery terminal connections and clean if necessary.
4.2.h Re-apply silicone coating to battery terminals if necessary.

4.3 Solar Panels.
4.3.a Inspect Solar panels and solar chargers (where applicable).
4.3.b Clean off solar panels to ensure proper sun exposure.
4.3.c Ensure solar panels are properly connected to the siren pole.
4.3.d Ensure solar panels are free from defects.
4.3.e Ensure electrical connectivity to solar panels is secure.
4.3.f Clean solar panels using warm water and dishwashing detergent. Do NOT use abrasive cleaners. Use a soft cloth to scrub difficult to remove dirt and debris.

5. A/C Transformer/Rectifier:
5.1 Inspection and operation testing.
5.2 With the AC service turned on, measure voltage to ensure it is operating within the recommended range.
5.3 Confirm that it is energized.
5.4 Shut off the service disconnect and confirm that it de-energizes.

6. Control/Activation Points:
6.1 Visit each control point checking the operation and condition of the computer and the encoder.
6.2 Check and set modulation levels of the encoder.
6.3 Inspection of antennas at control points.

7. Siren Cabinets:
7.1 Replace Desiccant/Silica Gel packs in each control cabinet for proper moisture control (annually).
7.2 Inspect the cabinet for signs of corrosion or water damage and make minor repairs as necessary.
7.3 Inspect door gaskets and ensure that a tight seal is made, replace if faulty after calling and getting authorization from Emergency Management Office.
7.4 Inspect any locking mechanisms and ensure that doors, plates, and other associated pieces have proper screws, bolts, and other mounting hardware required to hold such devices in place.

7.5 Ensure that cabinetry is securely fastened to the mounting surface, tighten as necessary.
7.6 Lubricate locks, security bolts, hinges, or other moving parts that allow cabinets to operate properly.
7.7 Ensure all control buttons in the siren perform as designed.
7.8 Check amplifiers to ensure they perform as designed.
7.9 Inspect motherboard for connectivity, damage, and other issues.
7.10 Verify cabinet is grounded properly.
7.11 Inspect electrical AC service for blown fuses, damage, and corroded connections.
7.12 Inspect cabinet for foreign materials, rodents, or other pests.
7.13 Inspect and clean all drain holes and vent screens.
7.14 Record findings for Control Cabinet.

C. Siren Repair Services:

1. Throughout the year, a siren may present issues and/or errors that require a certified and/or trained Siren Technician to perform repairs. The contractor will provide remote monitoring of the system and will notify the City of Georgetown Office of Emergency Management of potential needed repairs. The City of Georgetown Office of Emergency Management may also notify the contractor to schedule repairs.
2. Emergency repair requests require a response time that shall be no greater than 72 hours from the time of notification of the issue. In the event of a system-wide failure that materially impacts overall system integrity or functionality, including but not limited to failure of base station equipment or loss of communication to the siren network, Contractor shall dispatch a technician within twenty-four (24) hours of notification. Initial response may be provided through remote diagnostics, system analysis, and technical support when feasible. On-site response times are subject to site access, weather conditions, and safety considerations, and nothing herein shall require Contractor to place personnel at unreasonable risk.
3. Any parts used to perform repairs can be provided by the City, or they can be provided by the contractor depending on the item in question. Contractor should check with the Office of Emergency Management before purchase.
4. This contract accounts for the minor equipment to make repairs such as grease, connectors, inspection tools, etc.
5. Not included in this are parts for major repairs or items under warranty.
6. Major repairs when identified should be reported to the City of Georgetown Office of Emergency Management before repair.

D. Scheduling, Documentation and Reporting

1. Visits shall be scheduled with the Georgetown Office of Emergency Management.
2. This agreement will include two annual visits to each site and control points to perform the above-detailed maintenance and necessary adjustments.
3. Provide maintenance and repair logs to the City after each visit.
4. All services must be tracked via a digital ticketing system, which includes:

4.1 Time-stamped maintenance logs
4.2 Site photos and condition notes
4.3 Historical records and technician remarks
4.4 Identified deficiencies with repair recommendations

5. Submit annual system health reports summarizing all work performed, current system status, and recommended improvements or upgrades.

E. Technical Support and Consultation

1. Advise the City on system upgrades, replacements, or expansions, particularly those that ensure alignment of the siren system with any applicable local, state, and federal legislation/ regulations, now or in the future.
2. Provide technical consultation related to siren placement, signal coverage, and system integration.
3. Assist with budget planning by providing cost estimates for future needs.
4. Provide system training for city personnel, including at least one in-person training annually.

EXHIBIT B
PAYMENT SCHEDULE

Payment for the Services shall be in an amount not-to-exceed $50,000.00 annually as set forth in Section 1 of this Agreement, payable by the City in accordance with the payment schedule provided below. The Contractor must submit 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.

The Parties acknowledge that the selected option is **SirenGuard Annual Service Agreement**, which is an all-inclusive maintenance and service agreement. For one annual cost, the Contractor shall provide labor, equipment, repair parts, and batteries, functioning as an extended warranty for the City's siren system.

Repair parts provided under this Agreement shall mean like-for-like replacement components of equivalent type, function, and performance to the failed equipment. Repair parts do not include system upgrades, modernization, or replacement with newer generation equipment unless specifically authorized by the City and agreed upon in writing.

By way of example, if a Motorola CDM750 radio is determined to be defective, replacement shall be with a repaired or refurbished CDM750 or equivalent like-for-like unit. Replacement with a newer generation radio, including but not limited to Kenwood NX series radios, shall be considered an upgrade and shall require separate written authorization and payment of the cost difference by the City.

The term 'all-inclusive' and 'extended warranty' as used herein applies only to the services and like-for-like repair parts expressly described in this Agreement and does not include system upgrades, technology refreshes, capacity expansions, or modernization of equipment.

Includes all RFP required services annually.

1	SirenGuard Annual Service Agreement for Entire System		$19,550
2	SirenGuard Annual Service Agreement for Each Additional Siren		$850
3	Minimum Site Visit Charge		Included
4	Technician Labor with Standard Bucket Truck		Included
5	Technician Labor with Large Bucket Truck		Included
6	System Training		Included
7	Remote System Monitoring		Included
8	Communication Battery		Included
9	Single Battery – AC Delco M24M680		Included
10	Conversion to Solar Labor		$1,500
11	Solar Panel Kit – All Components to Convert to Solar		$2,200
12	Battery Warranty – AC Delco M24M680		18 Months
13	Battery Type – AC Delco M24M680		Included
14	Full Battery Replacement (4 Batteries)		Included
15	Solar Regulator		$150

Battery Options

AC Delco M24M680	**AC Delco M24AGM**	**MK Battery 8A24DT**
Battery Type: SLA Price Each: $124 Set Price (4): $496 Expected Lifespan: 2-3 Years Warranty: 18 Months Amp Hour: 80 CCA: 550 CA: 680	Battery Type: AGM Price Each: $215 Set Price (4): $860 Expected Lifespan: 5 Years Warranty: 24 Months Amp Hour: 70 CCA: 750 CA: 900	Battery Type: AGM Price Each: $230 Set Price (4): $920 Expected Lifespan: 5 Years Warranty: 12 Months Amp Hour: 78 CCA: N/A CA: N/A

Federal Signal Parts Discount

As the exclusive representative for Federal Signal in Texas, OmniWarn will provide all OEM parts at a minimum discounted rate of 20%.

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
February 24, 2026

SUBJECT:
Wastewater Transport Amendment to Renewal #3

SUGGESTED ACTION:
Consideration and possible action to approve an amendment to Renewal #3 with Wastewater Transport for sludge hauling and disposal to increase the not-to-exceed amount from $1,000,000.00 to $1,166,976.57 -- Chelsea Solomon, PE, Water Utility Director

ITEM SUMMARY:
The City of Georgetown has contracted Wastewater Transport Services for the daily removal and transportation of solid and liquid sludge from two water treatment plants and five wastewater treatment plants. Additionally, the contractor provides emergency hauling services for various lift stations and manholes, handling over 1,200 dry metric tons annually. With the operational startup of the Southlake Water Treatment Plant and increased loading within the wastewater system, the Water Utility recommends expanding this contract to adequately support ongoing operational requirements.

FINANCIAL IMPACT:
Funds are available in Fund 660, Cost Centers CC0529 (Water Plant Management) and CC0531 (Wastewater Plant Management).

SUBMITTED BY:
Deniece Villela, Water Utility Department

ATTACHMENTS:
22-0051-SC-R3-A3 Wastewater Transport Services [Vendor Signature].pdf

Amendment No. 3
to the Agreement between
Wastewater Transport Services, LLC
and the
City of Georgetown, Texas

This Third Amendment (the "Third Amendment") is entered into between the **CITY OF GEORGETOWN**, a Texas Home-Rule Municipal Corporation (the "City"), and **WASTEWATER TRANSPORT SERVICES, LLC** (the "Contractor"), (collectively, the "**Parties**"). The Parties hereby agree as follows:

WHEREAS, on March 22, 2022, the Parties entered into an Agreement, for sludge hauling and disposal services (the "Services"), Contract No. 22-0051-SC (the "Original Agreement"), and authorized the City Manager to execute renewals of the Original Agreement for up to three (3) additional one-year terms for a total cost not to exceed $3,000,000.00; and

WHEREAS, the Original Agreement provided an initial term of one (1) year and provided for four (4) additional one (1) year renewal terms; and,

WHEREAS, on September 13, 2022, the Parties amended the Original Agreement, to increase the not-to-exceed amount of the Original Agreement for the initial term from $750,000.00 to $931,353.93 to address emergency services, and ratified the authorization of services performed in accordance with the Original Agreement, as amended, between June 30, 2022 and July 7, 2022; and

WHEREAS, on December 13, 2022, the Parties amended the Original Agreement, to increase the not-to-exceed amount for the remainder of the initial term from $931,353.93 to $1,116,353.93; and

WHEREAS, on April 14, 2023, the Parties renewed the Original Agreement, as amended, for the first of four optional renewal terms in an amount not to exceed seven-hundred eighty-seven thousand, five-hundred dollars and no cents ($787,500.00); and

WHEREAS, on April 12, 2024, the Parties renewed the Original Agreement, as amended, for the second renewal term and increased the cost of services by 5% in accordance with the terms of the Original Agreement, as amended; and

WHEREAS, on May 13, 2025, the Parties renewed the Original Agreement, as amended, for the third renewal term in accordance with the terms of the Original Agreement, as amended, to end on March 21, 2026, with a total not-to-exceed amount of one million dollars and no cents ($1,000,000.00); and

WHEREAS, the Parties desire to amend the Original Agreement, as amended, to increase the total not-to-exceed amount for the third renewal term.

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

1. The Parties agree to increase the not-to-exceed amount for the third renewal term from one million dollars and no cents ($1,000,000.00) to one million one hundred sixty-six thousand nine hundred seventy-six dollars and fifty-seven cents **($1,166,976.57).**

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

[signature page to follow]

WASTEWATER TRANSPORT SERVICES, LLC	CITY OF GEORGETOWN
By: Tyler Otahal	By: _____
Printed Name: Tyler Otahal	Printed Name: _____
Title: Manager	Title: _____
Date: 02/13/2026	Date: _____

APPROVED AS TO FORM:

_____
Skye Masson, City Attorney

City of Georgetown, Texas
City Council
February 24, 2026

SUBJECT:
Third Amendment to the Major Wastewater Line Construction and Cost Reimbursement Agreement for the Junction at 1460

SUGGESTED ACTION:
Consideration and possible action to approve a Third Amendment to the Major Wastewater Line Construction and Cost Reimbursement Agreement for the Junction at 1460, LLC -- Wesley Wright, PE, Systems Engineering Director

ITEM SUMMARY:
On August 22, 2023, Council approved an agreement with the developer of the Junction at 1460 to share costs for wastewater infrastructure that would result in the removal of a lift station from the city's wastewater system. On November 28, 2023, Council approved a First Amendment that extended the deadline to begin work on the wastewater line improvements until October 1, 2024. Finally, on October 22, 2024, a second amendment was approved thru July 2025.

This third amendment is proposed to extend the completion date up to another 730 days and increase the cost sharing for the city's portion to $3,600,000.00. This agreement presents an opportunity to improve the city's wastewater system by reducing the potential risk of mechanical, equipment, and/or power failure by transition the Sunny Trails Lift Station in Teravista (at the southwest corner of FM1460 and Westinghouse) to gravity wastewater through oversizing by the Junction at 1460 development. Per the terms of the agreement, the development would have to upsize (and extend across FM1460) the primary wastewater line traversing their site. The line would also be required to be installed significantly deeper than is necessary to serve the development. The agreement provides funding for increased differential costs for the developer to make those improvements necessary to accept wastewater flow from the Sunny Trail Lift Station. The city will ultimately be responsible for decommissioning the lift station. The developer will still pay all applicable impact fees and fund the pro-rata portion of the improvement serving their development.

Since the approval of the initial Agreement, economic and business changes have slowed the development process for Junction at 1460. While still a viable, desirable and active project, Junction at 1460 is phasing their development to meet the current market conditions. The developer has bid the proposed improvements and have indicated a readiness to begin construction in the first half of 2026. Since the existing lift station is in good working order and there is no imminent deadline requiring the city to remove the existing lift station, and since the proposed project still provides significant long-term benefits to the city's wastewater system, staff recommends approving the requested extension.

FINANCIAL IMPACT:
Previously approved funds remain adequate to cover this anticipated cost and are available in the approved FY26 Wastewater Capital Budget. Funds will only be expended when the project moves

forward.

SUBMITTED BY:
Shawn Gunnin, Systems Engineering

ATTACHMENTS:
Proposed Third Amendment to Major Wastewater Line Reimbursement Agreement FINAL.pdf

STATE OF TEXAS	§	**THIRD AMENDMENT TO**
	§	**MAJOR WASTEWATER LINE**
THE COUNTY OF WILLIAMSON	§	**CONSTRUCTION AND COST**
	§	**REIMBURSEMENT AGREEMENT**
CITY OF GEORGETOWN	§	**FOR THE JUNCTION AT 1460**

The parties to this "Third Amendment to the Major Wastewater Line Construction and Cost Reimbursement Agreement for The Junction at 1460" (the "Third Amendment") are the CITY OF GEORGETOWN, a Texas home rule municipal corporation (the **"City");** and JUNCTION AT 1460, LLC., a Texas limited liability corporation **("Owner").** The City and Owner are sometimes referred to collectively herein as the **"Parties"** and individually as a **"Party."**

Recitals

WHEREAS, on September 12, 2023, the City of Georgetown City Council approved that certain "Major Wastewater Line Construction and Cost Reimbursement Agreement for the Junction at 1460" between the City and Owner (the **"Original Agreement"),** which was signed by the Mayor of the City of Georgetown on behalf of the City on September 13, 2023 and the Parties agreed on a First Amendment to the Original Agreement that was signed on November 28th, 2023 and a Second Amendment that was signed on the 22nd day of October 2024.

WHEREAS, the Owner has requested that the definition of "Reimbursement Amount" as stated in Section 28 (b) be changed to the sum of $3,600.000.00, because the developer of the property adjacent to the Owner's property was authorized by the City to install an undersized Wastewater line in the same alignment as the Owner's approved plans, which required revision of the Owner's construction cost of the Major Wastewater Lines.

WHEREAS, the proposed schedule does not conflict with the City's capital improvements schedule.

WHEREAS, the City has adequate budget for the anticipated cost increase.

NOW, THEREFORE, IN CONSIDERATION of the foregoing recitals and the mutual covenants, promises, and obligations by the parties set forth in this Third Amendment, the Parties agree as follows:

1. Section 7 is deleted in its entirety and is replaced with the following:

   "**Completion Deadline** means the date that is 730 days after the date of this Third Amendment."

2. Section 28(b) of the Original Agreement is modified to change the definition of the Reimbursement Amount from $ 3,300,000.00 to $3,600,000.00.

3. The Original Agreement, the First Amendment, the Second Amendment and the Third Amendment shall terminate automatically and be of no force or effect if Owner fails to execute the Third Amendment before 5:00 PM on the date that is five (5) business days after the date that the City Council approves this Third Amendment at a meeting of the City Council.

4. Except as otherwise stated herein, terms which are delineated with initial capital letters in this Third Amendment shall have the same meaning as in the Original Agreement as amended by the First and Second Amendments. The term "this Agreement" as used in the Original Agreement shall mean and refer to the Original Agreement as modified by the First Amendment, the Second Amendment and this Third Amendment.

5. Except as specifically provided in the First Amendment, and the Second Amendment the Original Agreement, as modified by the First Amendment, the Second Amendment and this Third Amendment, will remain in full force and effect and will continue to govern the rights and obligations of the Parties.

6. Subject to the exception stated in Section 4 of this Third Amendment, this Third Amendment will become effective on the latest date accompanying the signature lines below.

7. This Third Amendment may be executed in any number of counterparts, each of which, when so executed and delivered, will be deemed an original instrument, but all of which counterparts together will constitute one and the same instrument.

(The remainder of the page is *intentionally left blank.*
Signature pages and acknowledgements follow on separate pages.)

CITY: CITY OF GEORGETOWN, TEXAS, a Texas home rule municipal corporation

By:_____

ATTEST:

By:_____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

By:_____
Skye Masson, City Attorney

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on _____, 2026 by Josh Schroeder, Mayor of the City of Georgetown, Texas, a home-rule city, on behalf of the City.

(SEAL) _____

Notary Public, State of Texas

OWNER:

JUNCTION AT 1460, LLC, a Texas limited liability corporation

By:_____

David B. Blackburn, Manager

APPROVED AS TO FORM:

By_____
Printed Name:

Title: _____

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____by David B. Blackburn, Manager of Junction at 1460 LLC, a Texas limited liability company, on behalf of Junction at 1460, LLC.

(SEAL) _____

Notary Public, State of _____

City of Georgetown, Texas
City Council
February 24, 2026

SUBJECT:
Resolution - 2025-2-ANX - Old FM 1460

SUGGESTED ACTION:
Consideration and possible action to approve a Resolution to begin the annexation proceedings for approximately 6.351 acres of Right-Of-Way for Old FM 1460 currently in the Extraterritorial Jurisdiction (2025-2-ANX) -- Ryan Clark, AICP, Planning Manager

ITEM SUMMARY:
Overview of Applicant's Request:
Annexation of a portion of Old FM 1460 right-of-way.

FINANCIAL IMPACT:
None. The applicant has paid the required application fees.

SUBMITTED BY:
Hunter Gould, Planning Department

ATTACHMENTS:
2025-2-ANX Resolution Staff Presentation City Council.pdf
2025-2-ANX Resolution for Annexation - Old FM 1460 Trail Right-Of-Way.pdf

Old FM 1460 and Westinghouse 2025-2-ANX

February 24, 2026 | City Council

GEORGETOWN TEXAS

Item Under Consideration

2025-2-ANX

- Consideration and possible action to approve a Resolution to begin the annexation proceedings for approximately 6.351 acres of Right-Of-Way for Old FM 1460 currently in the Extra Territorial Jurisdiction. (2025-2-ANX). Ryan Clark, AICP, Planning Manager

GEORGETOWN
TEXAS
more than welcome

Location

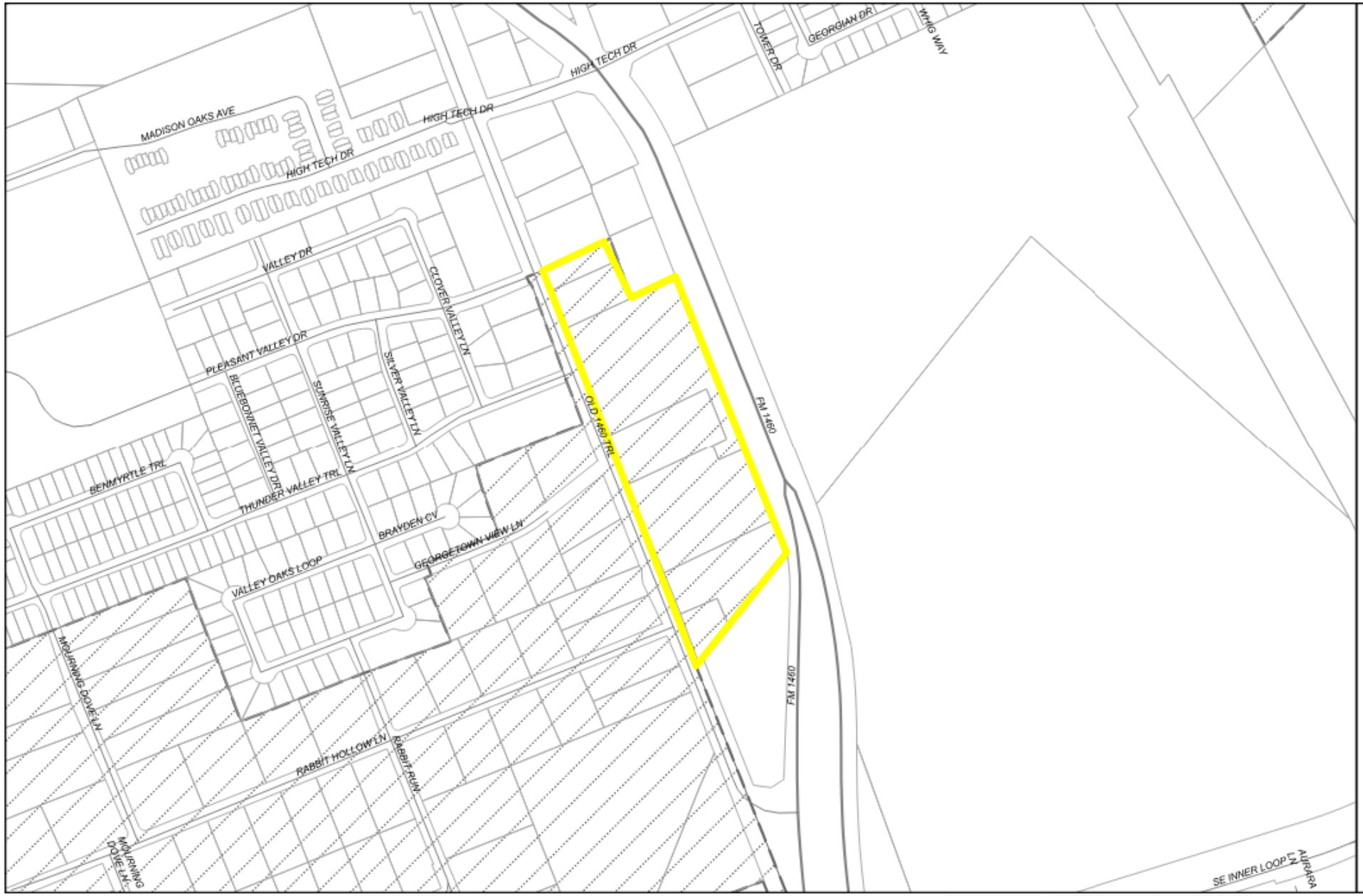
2025-2-ANX

Exhibit B.2
Old FM 1460 Traill

- Site
- Parcels
- City Limits
- Georgetown ETJ

N

0 250 500 Feet



GEORGETOWN
TEXAS
more than welcome

Area to be Surrounded

2025-2-ANX

Exhibit B.2
Old FM 1460 Traill

- Area to be surrounded
- Parcels
- City Limits
- Georgetown ETJ

N

0 250 500 Feet

Resolution ★

Public Hearing #1

Public Hearing #2

1st Reading of an Ordinance

2nd Reading of an Ordinance

Tentative Schedule

Status	Date	Body	Purpose
✓	February 24	City Council	Resolution petitioning for annexation
	March 10	City Council	First Public Hearing
	March 24	City Council	Second Public Hearing
	April 14	City Council	1st Reading
	April 28	City Council	2nd Reading

Summary

- Consideration and possible action to approve a Resolution to begin the annexation proceedings for approximately 6.351 acres of Right-Of-Way for Old FM 1460 currently in the Extra Territorial Jurisdiction. (2025-2-ANX). Ryan Clark, AICP, Planning Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, PETITIONING FOR THE ANNEXATION OF APPROXIMATELY 6.351 ACRES OF LAND IN THE LEWIS J. DYCHES SURVEY, ABSTRACT NO. 180 AND KNOWNS AS OLD FM 1460 TRAIL; FINDING THAT SURROUNDING THE AREA BETWEEN THE OLD FM 1460 TRAIL AND THE CURRENT CITY LIMITS IS IN THE PUBLIC INTEREST; DIRECTING INITIATION OF ANNEXATION PROCEEDINGS; DIRECTING PUBLICATION OF NOTICE FOR PROPOSED ANNEXATION; AND DIRECTING CITY STAFF TO PREPARE A SERVICE PLAN FOR THE AREA TO BE ANNEXED.

WHEREAS, the City of Georgetown ("City"), as the owner of the hereinafter described right-of-way, desires for the City, pursuant to Section 43.1055 of the Local Government Code, to annex said area of land into the City of Georgetown, to-wit:

> 6.35 acres of land in the Lewis J. Dyches Survey, Abstract No. 180, more particularly shown on the map in *Exhibit "A"* and described by metes and bounds in *Exhibit "B,"* which are attached hereto and incorporated herein by reference as if set forth in full (the "Old FM 1460 Trail Right-of-Way");

WHEREAS, the annexation of right-of-way under Section 43.1055 triggers the non-consent annexation procedures of Subchapter C-1 of the Local Government Code, including the requirement of two public hearings before a municipality may institute annexation proceedings, the requirement that the annexation must be completed within 90 days after the date the proceedings are instituted, and the requirement that City Staff prepare a service plan for the area to be annexed before annexation; and

WHEREAS, the area to be annexed must be 1,000 feet in width at its narrowest point unless the annexation is initiated upon the written petition of the owner(s) of the area to be annexed;

WHEREAS, if a proposed annexation would cause an area to be entirely surrounded by the annexing municipality but would not include the area within the municipality, the City Council must find, before completing the annexation, that surrounding the area is in the public interest; and

WHEREAS, the annexation of Old FM 1460 Right-of-Way would cause the area identified in Exhibit "C" attached hereto and incorporated herein to be entirely surrounded by the City of Georgetown but would not include the area within the municipality.

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, being the sole owner of the Old FM 1460 Trail, and Right-of-Way, hereby requests and petitions that the City of Georgetown annex the Old FM 1460 Trail Right-of-Way;

SECTION 2: The City Council of the City of Georgetown, after consideration of the circumstances and the information presented by City Staff, hereby finds that it is in the public interest to cause the area identified in Exhibit "C" attached hereto to be entirely surrounded by the City of Georgetown;

SECTION 3: City Staff is directed to prepare a service plan for the area to be annexed in accordance with Section 43.056 of the Local Government Code, and said service plan shall be available for public inspection at the public hearings held under Section 43.063 of the same;

SECTION 4: The City Secretary is directed to commence the publication of notices of two public hearings before the City Council on the subject of the proposed annexation of said area into the city limits; and further, to place upon the City Council Agendas the consideration of the passage of an ordinance annexing said area into the city limits in accordance with State Law; the tentative schedule for said hearings and ordinance consideration shall be as follows:

- Resolution Petitioning for Annexation: February 24, 2026
- First Public Hearing: March 10, 2026
- Second Public Hearing: March 24, 2026
- Approval of the Service Plan: April 14, 2026
- Annexation Ordinance (First Reading): April 14, 2026
- Annexation Ordinance (Second Reading): April 28, 2026

SECTION 5: The Mayor is hereby authorized to execute, and the City Secretary to attest this Resolution.

SECTION 6: This resolution shall become effective immediately upon adoption.

RESOLVED this _____ day of _____, 2026.

THE CITY OF GEORGETOWN:

_____
Josh Schroeder
Mayor

ATTEST:

_____
Robyn Densmore, TRMC
City Secretary

APPROVED AS TO FORM:

_____
Skye Masson
City Attorney

EXHIBIT A

LEGEND

●	1/2–INCH REBAR FOUND (OR AS NOTED)
	2–INCH IRON PIPE FOUND
■	CONCRETE MONUMENT FOUND
◉	5/8–INCH REBAR WITH CAP STAMPED TEXAS DEPARTMENT OF TRANSPORTATION FOUND (OR AS NOTED)
△	CALCULATED POINT (NOT SET)
▲	MAG–NAIL FOUND
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
D.R.W.C.T.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
P.R.W.C.T.	PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
DOC. NO.	DOCUMENT NUMBER
VOL., PG.	VOLUME, PAGE
CAB.	CABINET
R.O.W.	RIGHT–OF–WAY

GENERAL NOTES:

THIS PROJECT IS REFERENCED FOR ALL BEARING AND COORDINATE BASIS TO THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83 – 2011 ADJUSTMENT), CENTRAL ZONE (4203).

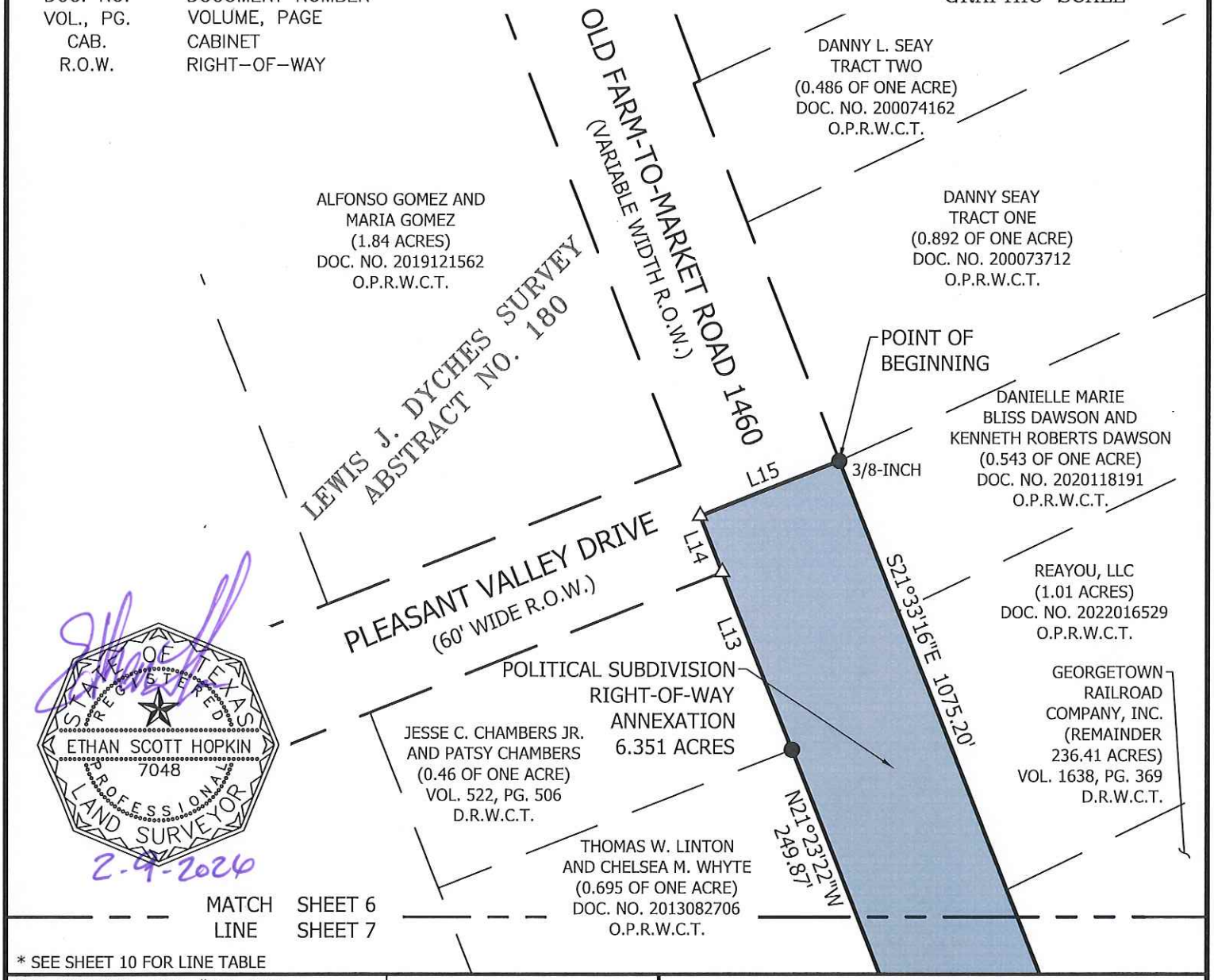
DISTANCES AND AREAS SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A GRID–TO–SURFACE COMBINED ADJUSTMENT FACTOR OF 1.00012.

SOME FEATURES SHOWN HEREON MAY BE OUT OF SCALE FOR CLARITY.

N

80' 60' 40' 20' 0' 40' 80'

GRAPHIC SCALE

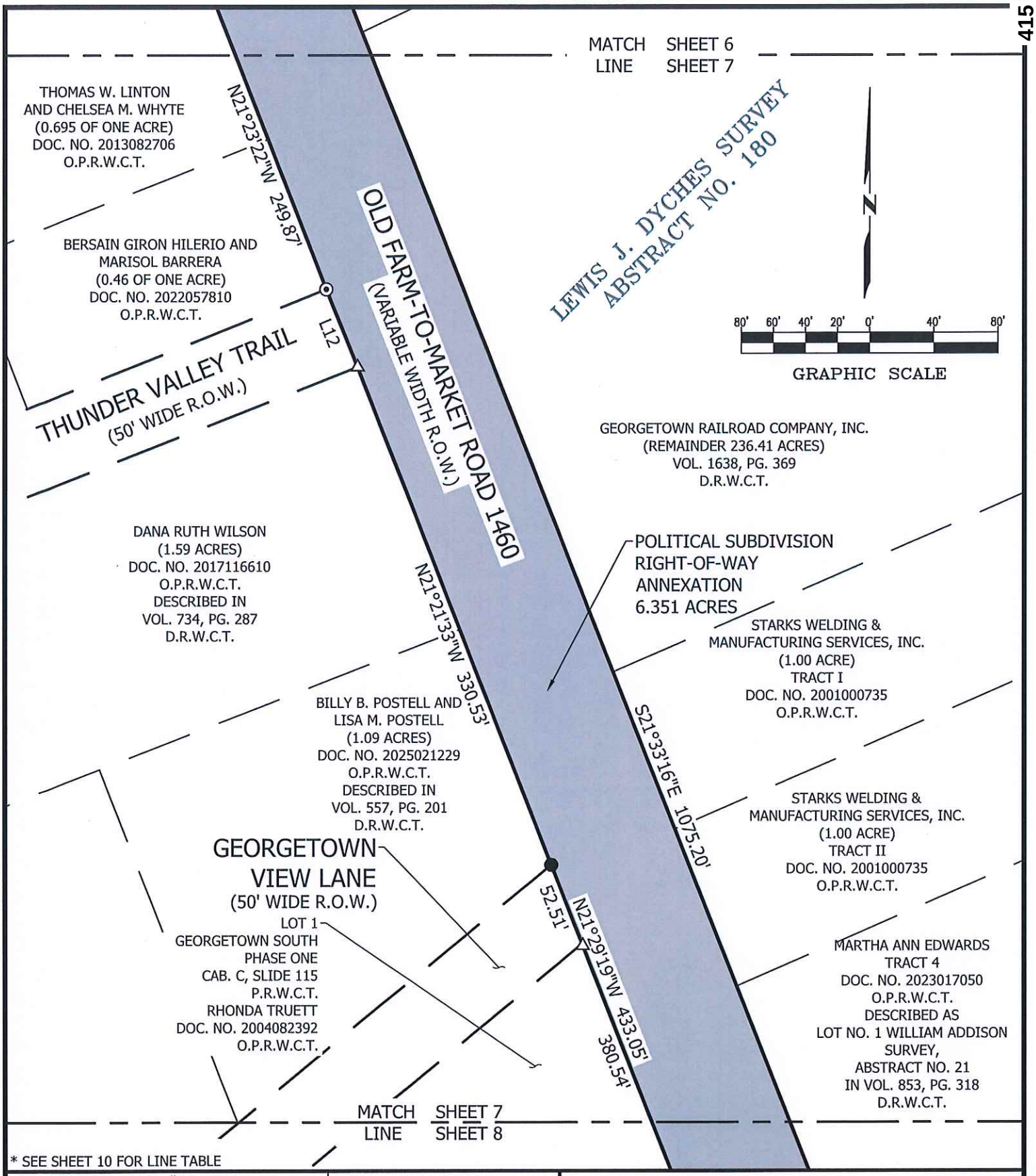


STATE OF TEXAS
REGISTERED
ETHAN SCOTT HOPKIN
7048
PROFESSIONAL
LAND SURVEYOR
2-9-2026

* SEE SHEET 10 FOR LINE TABLE

JOB NUMBER: JOB #25–038		DATE: 02/09/2026	
PROJECT NAME: CoGT ROW ANNEXATION			
DRAWING NAME: CoGT ROW ANNEXATION OLD 1460 EXHIBIT.DWG			
DRAWING FILE PATH: K:/!2025/25038/25038 – CoGT ROW ANNEXATION/DWGs			
METES AND BOUNDS FILE PATH: K:/!2025/25038/25038 – CoGT ROW ANNEXATION/DESCRIPTIONS			
RPLS: ESH	TECH: DNP	PARTY CHIEF: CD	CHK BY: HAS
SHEET 06 of 10	FIELDBOOKS 34/498		SCALE:1"=80'

LSI LANDESIGN SERVICES, INC.
10090 W HIGHWAY 29, LIBERTY HILL, TEXAS 78642
TBPELS FIRM NO. 10001800
512-238-7901



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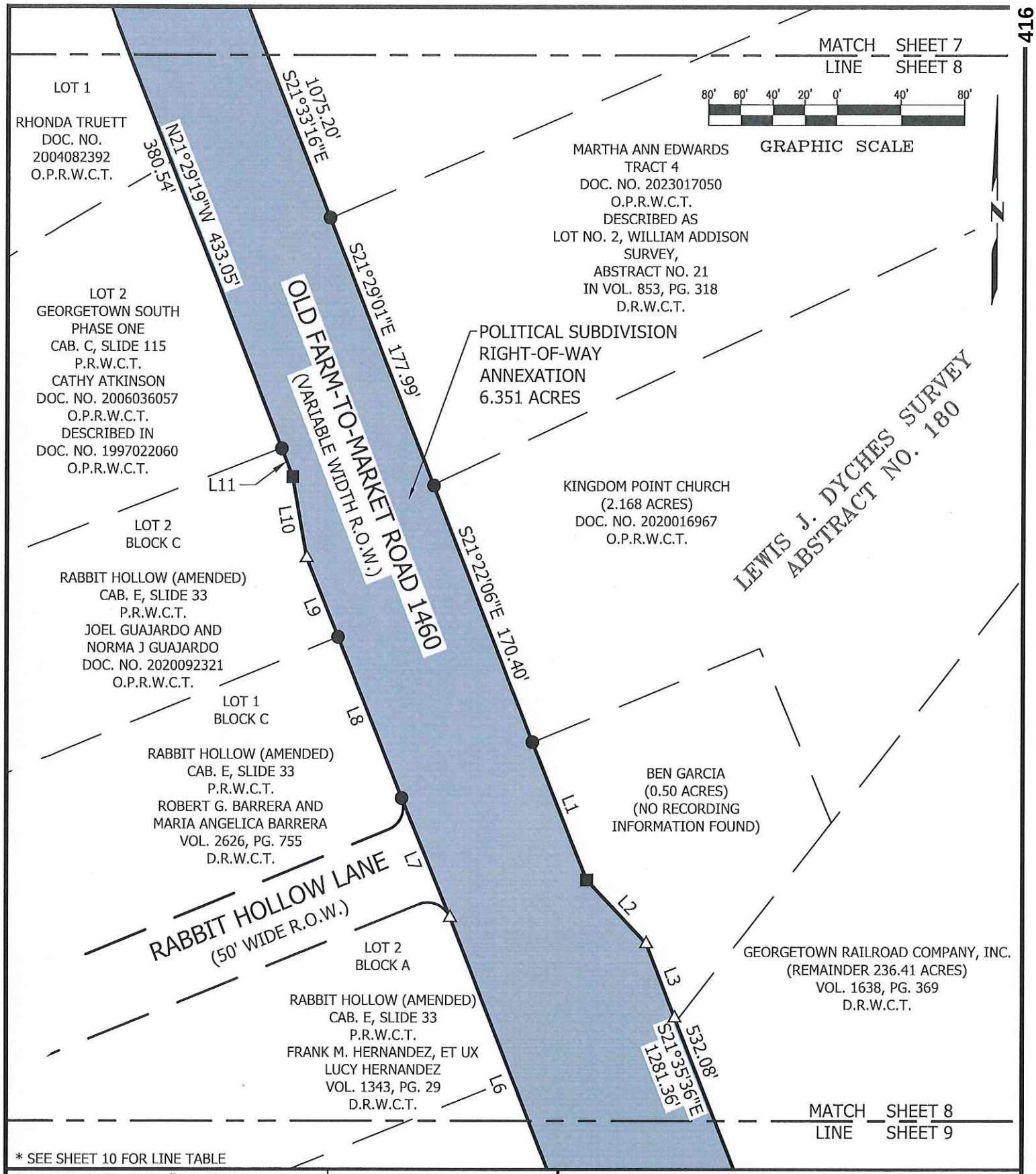

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RPLS: ESH	TECH: DNP	PARTY CHIEF: CD	CHK BY: HAS
SHEET 08 of 10	FIELDBOOKS 34/498	SCALE:1"=80'	

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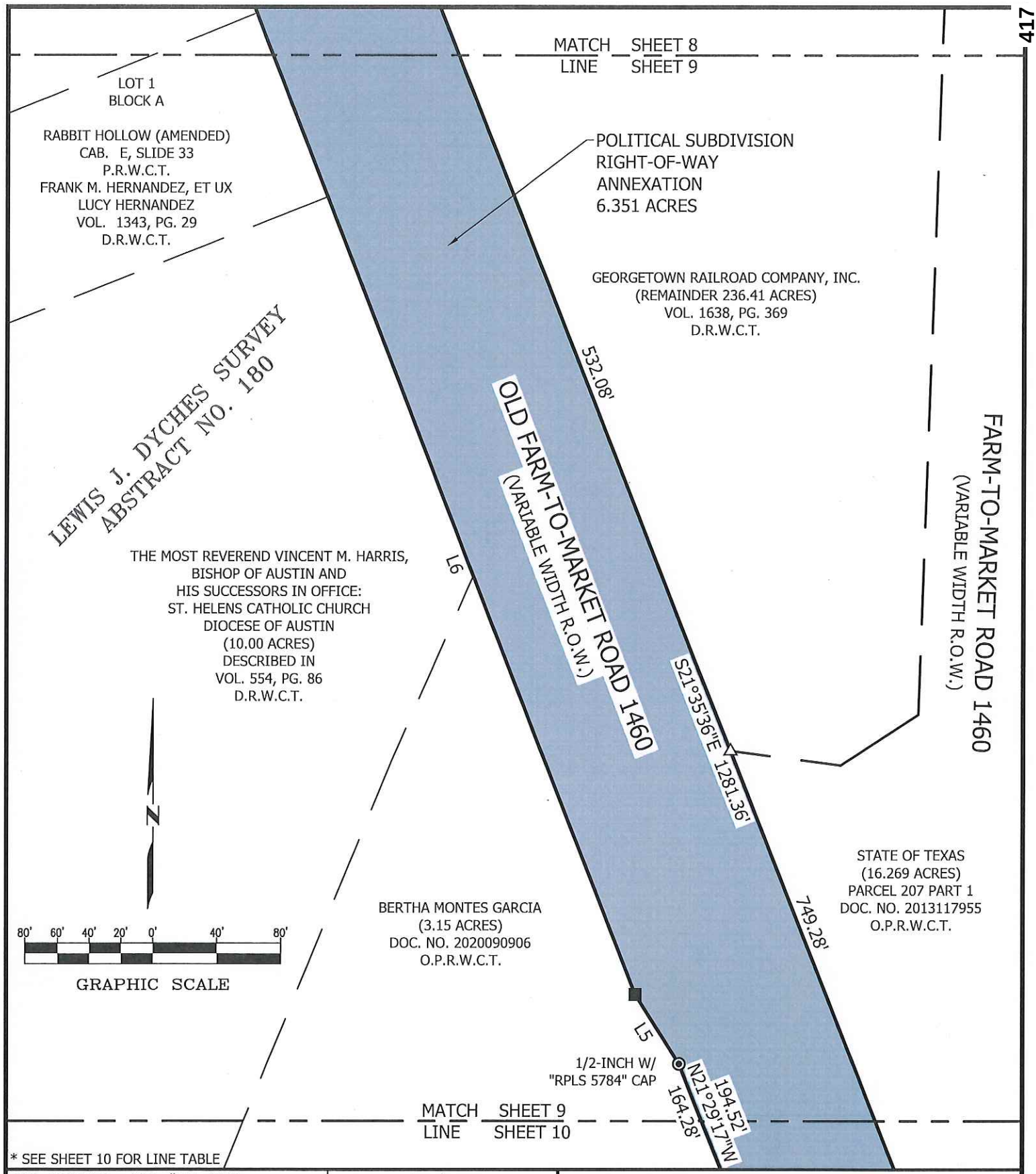
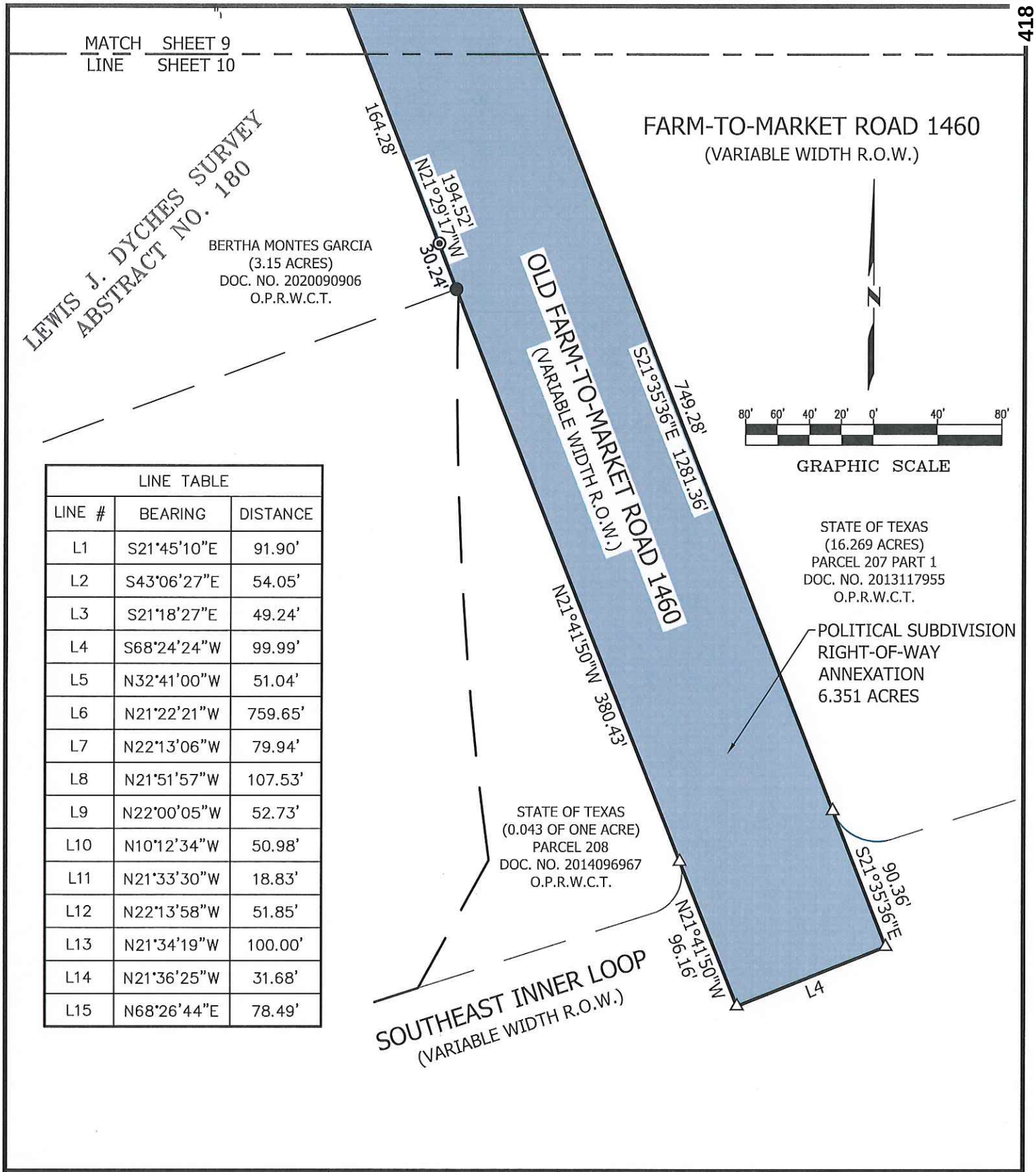
TBPELS FIRM NO. 10001800
512-238-7901



* SEE SHEET 10 FOR LINE TABLE

JOB NUMBER: JOB #25-038		DATE: 02/09/2026	
PROJECT NAME: CoGT ROW ANNEXATION			
DRAWING NAME: CoGT ROW ANNEXATION OLD 1460 EXHIBIT.DWG			
DRAWING FILE PATH: K:/!2025/25038/25038 – CoGT ROW ANNEXATION/DWGs			
METES AND BOUNDS FILE PATH: K:/!2025/25038/25038 – CoGT ROW ANNEXATION/DESCRIPTIONS			
RPLS: ESH	TECH: DNP	PARTY CHIEF: CD	CHK BY: HAS
SHEET 09 of 10	FIELDBOOKS 34/498	SCALE:1"=80'	

LSI LANDESIGN SERVICES, INC.
10090 W HIGHWAY 29, LIBERTY HILL, TEXAS 78642
TBPELS FIRM NO. 10001800
512-238-7901



LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S21°45'10"E	91.90'
L2	S43°06'27"E	54.05'
L3	S21°18'27"E	49.24'
L4	S68°24'24"W	99.99'
L5	N32°41'00"W	51.04'
L6	N21°22'21"W	759.65'
L7	N22°13'06"W	79.94'
L8	N21°51'57"W	107.53'
L9	N22°00'05"W	52.73'
L10	N10°12'34"W	50.98'
L11	N21°33'30"W	18.83'
L12	N22°13'58"W	51.85'
L13	N21°34'19"W	100.00'
L14	N21°36'25"W	31.68'
L15	N68°26'44"E	78.49'

JOB NUMBER: JOB #25-038		DATE: 02/09/2026	
PROJECT NAME: CoGT ROW ANNEXATION			
DRAWING NAME: CoGT ROW ANNEXATION OLD 1460 EXHIBIT.DWG			
DRAWING FILE PATH: K:/!2025/25038/25038 – CoGT ROW ANNEXATION/DWGs			
METES AND BOUNDS FILE PATH: K:/!2025/25038/25038 – CoGT ROW ANNEXATION/DESCRIPTIONS			
RPLS: ESH	TECH: DNP	PARTY CHIEF: CD	CHK BY: HAS
SHEET 10 of 10	FIELDBOOKS 34/498		SCALE:1"=80'

LSI LANDESIGN SERVICES, INC.
10090 W HIGHWAY 29, LIBERTY HILL, TEXAS 78642
TBPELS FIRM NO. 10001800
512-238-7901

EXHIBIT B

LSI LANDESIGN SERVICES, INC.

10090 W Highway 29 | Liberty Hill, Texas 78642

TBPELS Firm No. 10001800 | 512-238-7901 office

EXHIBIT " __ "

POLITICAL SUBDIVISION DESCRIPTION
FOR THE ANEXATION OF THE EXISTING RIGHT-OF-WAY OF OLD FARM-TO-MARKET ROAD 1460 TO THE CITY OF GEORGETOWN

BEING 6.351 ACRES WITHIN THE CITY OF GEORGETOWN EXTRA TERRITORIAL JURISDICTION, SURVEYED BY LANDESIGN SERVICES, INC., SITUATED IN THE LEWIS J. DYCHES SURVEY, ABSTRACT NO. 180 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF OLD FARM-TO-MARKET ROAD (FM) 1460 (VARIABLE WIDTH RIGHT-OF-WAY); SAID 6.351 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 3/8-inch rebar found in the existing West Right-of-Way line of Old FM 1460 for the Northwest corner of a called 0.543 of one acre tract of land described in a General Warranty Deed with Third Party Vendor's Lien to Danielle Marie Bliss Dawson and Kenneth Roberts Dawson, recorded in Document No. 2020118191, of the Official Public Records of Williamson County, Texas (O.P.R.W.C.T.) and the common Southwest corner of a called 0.892 of one acre tract of land described in a Warranty Deed to Danny Seay, recorded in Document No. 200073712, of said O.P.R.W.C.T. for the most Northerly corner hereof;

THENCE **South 21°33'16" East**, with the existing East Right-of-Way line of said Old FM 1460, and the common West line of said 0.543 of one acre tract, then the West line of a called 1.01 acre tract of land described in a General Warranty Deed to Reayou, LLC, recorded in Document No. 2022016529, of said O.P.R.W.C.T., then the West line of a remainder of a called 236.41 acre tract of land described in a Warranty Deed with Vendor's Lien to Georgetown Railroad Company, Inc., recorded in Volume 1638, Page 369, of the Deed Records of Williamson County, Texas (D.R.W.C.T.), then the West line of a called 1.00 acre tract of land called Tract I and a 1.00 acre tract of land called Tract II, both described in a Warranty Deed to Starks Welding & Manufacturing Services, Inc., recorded in Document No. 2001000735, of said O.P.R.W.C.T., and then the West line of a called 2.00 acre tract of land described as Lot No. 1, WILLIAM ADDISON SURVEY, Abstract No. 21 in Volume 853, Page 321, of said D.R.W.C.T., and a called 1.836 acre tract described as Lot No. 2 in said Volume 853, Page 321, both further described as Tract 4 in a Texas Warranty Deed to Martha Ann Edwards, Trustee of the Martha Edwards Protection Trust, recorded in Document No. 2023017050, of said O.P.R.W.C.T., a distance of **1,075.20** feet to a 1/2-inch rebar at the Southwest corner of said Lot No. 1, and the common Northwest corner of said Lot No. 2;

THENCE **South 21°29'01" East**, with the existing East Right-of-Way line of said Old FM 1460, and the common West line of said 1.836 acre tract, a distance of **177.99** feet to a 1/2-inch rebar at the Southwest corner of a said 1.836 acre tract, and the common Northwest corner of a called 2.168 acre tract of land described in a General Warranty Deed with Vendor's Lien to Kingdom Point Church, recorded in Document No. 2020016967, of said O.P.R.W.C.T.;

THENCE **South 21°22'06" East**, with the existing East Right-of-Way line of said Old FM 1460, and the common West line of said 2.168 acre tract, a distance of **170.40** feet to a 1/2-inch rebar found at the Southwest corner of said 2.168 acre tract, and the common Northwest corner of a called 0.50 of one acre tract of land conveyed to Ben Garcia (No Recording Information Found);

THENCE, with the existing East Right-of-Way line of said Old FM 1460, and the common West line of said 0.50 of one acre tract, the following three (3) courses and distances:

1) **South 21°45'10" East,** a distance of **91.90** feet to a Texas Department of Transportation (TxDOT) Type I concrete monument found;

2) **South 43°06'27" East,** a distance of **54.05** feet to a Calculated Point; and

3) **South 21°18'27" East,** a distance of **49.24** feet to a Calculated Point at the Southwest corner of said 0.50 of one acre tract, common with a Northwest corner of said remainder of a called 236.41 acre tract;

THENCE **South 21°35'36" East**, with the existing East Right-of-Way line of said Old FM 1460, and the common West line of said remainder of a called 236.41 acre tract, then the West line of a called 16.269 acre tract of land described in a Special Warranty Deed to The State of Texas Acting by and Through the Texas Transportation Commission, described by deed as Parcel 207, Part 1, recorded in Document No. 2013117955, of said O.P.R.W.C.T., passing at a distance of 532.08 feet to a Calculated Point at the Southernmost corner of said remainder of a called 236.41 acre tract, being the most Westerly corner of said 16.269 acre tract and continuing for a total distance of **1,281.36** feet to a Calculated Point at the return of the intersection of the existing East Right-of-Way line of said Farm-to-Market (FM) 1460 (Variable Width Right-of-Way) and the existing North Right-of-Way line of SE Inner Loop (180' Wide Right-of-Way), at a Southwest corner of a said 16.269 acre tract;

THENCE, over and across the existing Right-of-Way of said FM 1460, the following three (3) courses and distances:

1) **South 21°35'36" East,** a distance of **90.36** feet to a Calculated Point;

2) **South 68°24'24" West,** a distance of **99.99** feet to a Calculated Point for the most Southerly corner hereof; and

3) **North 21°41'50" West,** a distance of **96.16** feet to a Calculated Point at a Southeast corner of a called 0.043 of one acre tract of land described in a Deed to The State of Texas, Acting Through the Texas Transportation Commission, described by deed as Parcel 208, recorded in Document No. 2014096967, of said O.P.R.W.C.T., at the return of the intersection of the existing West Right-of-Way line of said FM 1460, same being the existing West Right-of-Way line of said Old FM 1460 and the existing North Right-of-Way line of said SE Inner Loop;

THENCE **North 21°41'50" West**, with the existing West Right-of-Way line of said Old FM 1460, and the common East line of said 0.043 of one acre tract, a distance of **380.43** feet to a 1/2-inch rebar found at the Northeast corner of said 0.043 of one acre tract, and the common Southeast corner of a called 3.15 acre tract of land described in a General Warranty Deed with Vendor's Lien to Bertha Montes Garcia, recorded in Document No. 2020090906, of said O.P.R.W.C.T.,

THENCE with the existing West Right-of-Way line of said Old FM 1460, and the common East line of said 3.15 acre tract, then the East line of a called 10.00 acre tract of land described in a Warranty Deed to The Most Reverend Vincent M. Harris, Bishop of Austin, and His Successors in Office, recorded in Volume 554, Page 86, of said D.R.W.C.T., and then the East line of said Lot 1, Block A, RABBIT HOLLOW (AMENDED), a subdivision recorded in Cabinet E, Slide 33, of the Plat Records of Williamson County, Texas (P.R.W.C.T.), then of Lot 2, Block A, said RABBIT HOLLOW (AMENDED), the following three (3) courses and distances:

1) **North 21°29'17" West,** passing at a distance of 30.24 feet a 5/8-inch rebar found with aluminum cap stamped "TEXAS DEPARTMENT OF TRANSPORTATION PROPERTY CORNER", and continuing for a total distance of **194.52** feet to a 1/2-inch rebar found with plastic cap stamped "RPLS 5784";

2) **North 32°41'00" West,** a distance of **51.04** feet to a TxDOT Type I concrete monument found; and

3) **North 21°22'21" West,** a distance of **759.65** feet to a Calculated Point at the return of the intersection of the existing West Right-of-Way line of said Old FM 1460 and the existing South Right-of-Way line of Rabbit Hollow Lane (50' Wide Right-of-Way), at a Northeast corner of said Lot 2, Block A;

THENCE **North 22°13'06" West,** over and across the existing Right-of-Way of said Rabbit Hollow Lane, a distance of **79.94** feet to 1/2-inch rebar found at the return of the intersection of the existing West Right-of-Way line of said Old FM 1460 and the existing North Right-of-Way line of Rabbit Hollow Lane, for a Southwest corner of Lot 1, Block C, said RABBIT HOLLOW (AMENDED);

THENCE with the existing West Right-of-Way line of said Old FM 1460, and the common East line of said Lot 1, Block C, then of Lot 2, Block C, said RABBIT HOLLOW (AMENDED), the following four (4) courses and distances:

1) **North 21°51'57" West,** a distance of **107.53** feet to a 1/2-inch rebar found for the Northeast corner of said Lot 1, Block C, and the common Southeast corner of said Lot 2, Block C;

2) **North 22°00'05" West,** a distance of **52.73** feet to a Calculated Point;

3) **North 10°12'34" West,** a distance of **50.98** feet to a TxDOT Type I concrete monument found; and

4) **North 21°33'30" West,** a distance of **18.83** feet to a 1/2-inch rebar found at the Northeast corner of said Lot 2, Block C, and the common Southeast corner of Lot 2, GEORGETOWN SOUTH, PHASE ONE, a subdivision recorded in Cabinet C, Slide 115, of said P.R.W.C.T.;

THENCE **North 21°29'19" West,** with the existing West Right-of-Way line of said Old FM 1460, and the common East line of last said Lot 2, then of Lot 1, said GEORGETOWN SOUTH, PHASE ONE, a distance of **380.54** feet to a Calculated Point at the intersection of the existing West Right-of-Way line of said Old FM 1460 and the existing South Right-of-Way line of Georgetown View Lane (50' Wide Right-of-Way) (undeveloped road), and the common Northwest corner of last said Lot 1;

THENCE **North 21°29'19" West,** over and across the existing Right-of-Way of said Georgetown View Lane, a distance of **52.51** feet to a 1/2-inch rebar found at the intersection of the existing West Right-of-Way line of said Old FM 1460 and the existing North Right-of-Way line of said Georgetown View Lane, for the Southeast corner of a called 1.09 acre tract of land described in a General Warranty Deed to Billy B. Postell and Lisa M. Postell, recorded in Document No. 2025021229, of said O.P.R.W.C.T.;

THENCE **North 21°21'33" West,** with the existing West Right-of-Way line of said Old FM 1460, and the common East line of said 1.09 acre tract, then the East line of a called 1.59 acre tract of land conveyed in a Special Warranty Deed to Dana Ruth Wilson, recorded in Document No. 2017116610, of said O.P.R.W.C.T., and described in a Deed Recorded in Volume 557, Page 201, of said D.R.W.C.T., a distance of **330.53** feet to a Calculated Point at the intersection of the existing West Right-of-Way line of said Old FM 1460 and the existing South Right-of-Way line of Thunder Valley Trail (50' Wide Right-of-Way), for the Northeast corner of said 1.59 acre tract;

THENCE **North 22°13'58" West,** over and across the existing Right-of-Way of said Thunder Valley Trail, a distance of **51.85** feet to a Calculated Point at the intersection of the existing West Right-of-Way line of said Old FM 1460 and the existing North Right-of-Way line of said Thunder Valley Trail, and the common Southeast corner of a called 0.46 of one acre tract of land described in a General Warranty Deed with Vendor's Lien to Bersain Giron Hilerio and wife, Marisol Barrera, recorded in Document No. 2022057810, of said O.P.R.W.C.T.;

THENCE **North 21°23'22" West,** with the existing West Right-of-Way line of said Old FM 1460, and the common East line of said 0.46 of one acre tract, then the East line of a called 0.695 of one acre tract of land described in a Warranty Deed with Vendor's Lien to Thomas W. Linton and Chelsea M. Whyte, recorded in Document No. 2013082706, of said O.P.R.W.C.T., a distance of **249.87** feet to a 1/2-inch rebar found for the Northeast corner of said 0.695 of one acre tract, and the common Southeast corner of a called 0.46 of one acre tract of land described in a deed to Jesse C. Chambers Jr. and wife, Patsy Chambers, recorded in Volume 522, Page 506, of the Deed Record of Williamson County, Texas (D.R.W.C.T.);

THENCE **North 21°34'19" West,** with the existing West Right-of-Way line of said Old FM 1460, and the common East line of last said 0.46 of one acre tract, a distance of **100.00** feet to a Calculated Point at the intersection of the existing West Right-of-Way line of said Old FM 1460 and the existing South Right-of-Way line of Pleasant Valley Drive (60' Wide Right-of-Way), being the Northeast corner of last said 0.46 of one acre tract;

THENCE **North 21°36'25" West,** over and across the existing Right-of-Way of said Pleasant Valley Drive, a distance of **31.68** feet to a Calculated Point in the approximate centerline of the existing Right-of-Way of said Pleasant Valley Drive;

THENCE **North 68°26'44" East,** over and across the existing Right-of-Way of said Old FM 1460, a distance of **78.49** feet to the **POINT OF BEGINNING** and containing 6.351 acres of land, more or less.

This project is referenced for all bearing and coordinate basis to the Texas State Plane Coordinate System, North American Datum of 1983 (NAD83 – 2011 Adjustment), Central Zone (4203). All distances shown hereon are surface values represented in U.S. Survey Feet based on a grid-to-surface combined adjustment factor of 1.00012.

This property description was prepared from an on-the-ground survey performed under my supervision and is accompanied by a separate plat of even date. The field work was completed on September 29, 2025.

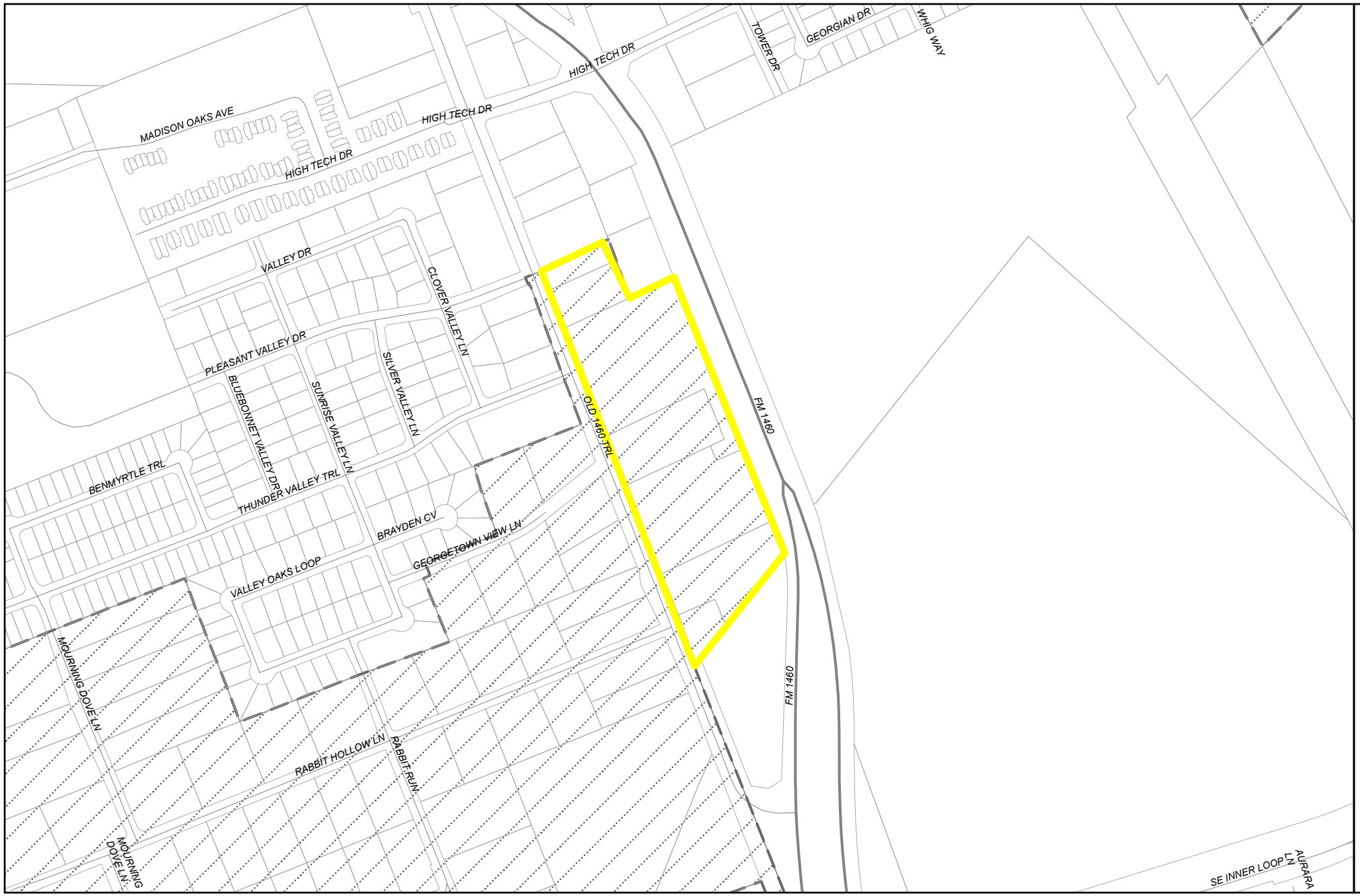
2-9-2026

Ethan Scott Hopkin
Registered Professional Land Surveyor
State of Texas No. 7048

STATE OF TEXAS
REGISTERED
ETHAN SCOTT HOPKIN
7048
PROFESSIONAL
LAND SURVEYOR

Job Number: 25-038
Attachments: K:\!2025\25038 - CoGT ROW Annexation\CAD\DWGs\25038_CoGT_ROW Annexation_Old 1460_Exhibit.dwg

EXHIBIT C



GEORGETOWN
TEXAS
more than welcome

Area to be Surrounded

2025-2-ANX

Exhibit C
Old FM 1460 Trail

- Area to be surrounded
- Parcels
- City Limits
- Georgetown ETJ

N

0 250 500 Feet

City of Georgetown, Texas
City Council
February 24, 2026

SUBJECT:
Resolution - 2026-2-ANX - Cedar Breaks Road

SUGGESTED ACTION:
Consideration and possible action to approve a Resolution to begin the annexation proceedings for approximately 2.098 acres of Right-Of-Way for Cedar Breaks Road currently in the Extraterritorial Jurisdiction (2026-2-ANX) -- Ryan Clark, AICP, Planning Manager

ITEM SUMMARY:
Overview of Applicant's Request:
Annexation of a portion of Cedar Breaks Road right-of-way.

FINANCIAL IMPACT:
None. The applicant has paid the required application fees.

SUBMITTED BY:
Hunter Gould, Planning Department

ATTACHMENTS:
2026-2-ANX - Resolution Staff Presentation City Council.pdf
2026-2-ANX - Resolution for Annexation - Cedar Breaks Road Right-Of-Way.pdf

Old FM 1460 and Westinghouse 2025-2-ANX

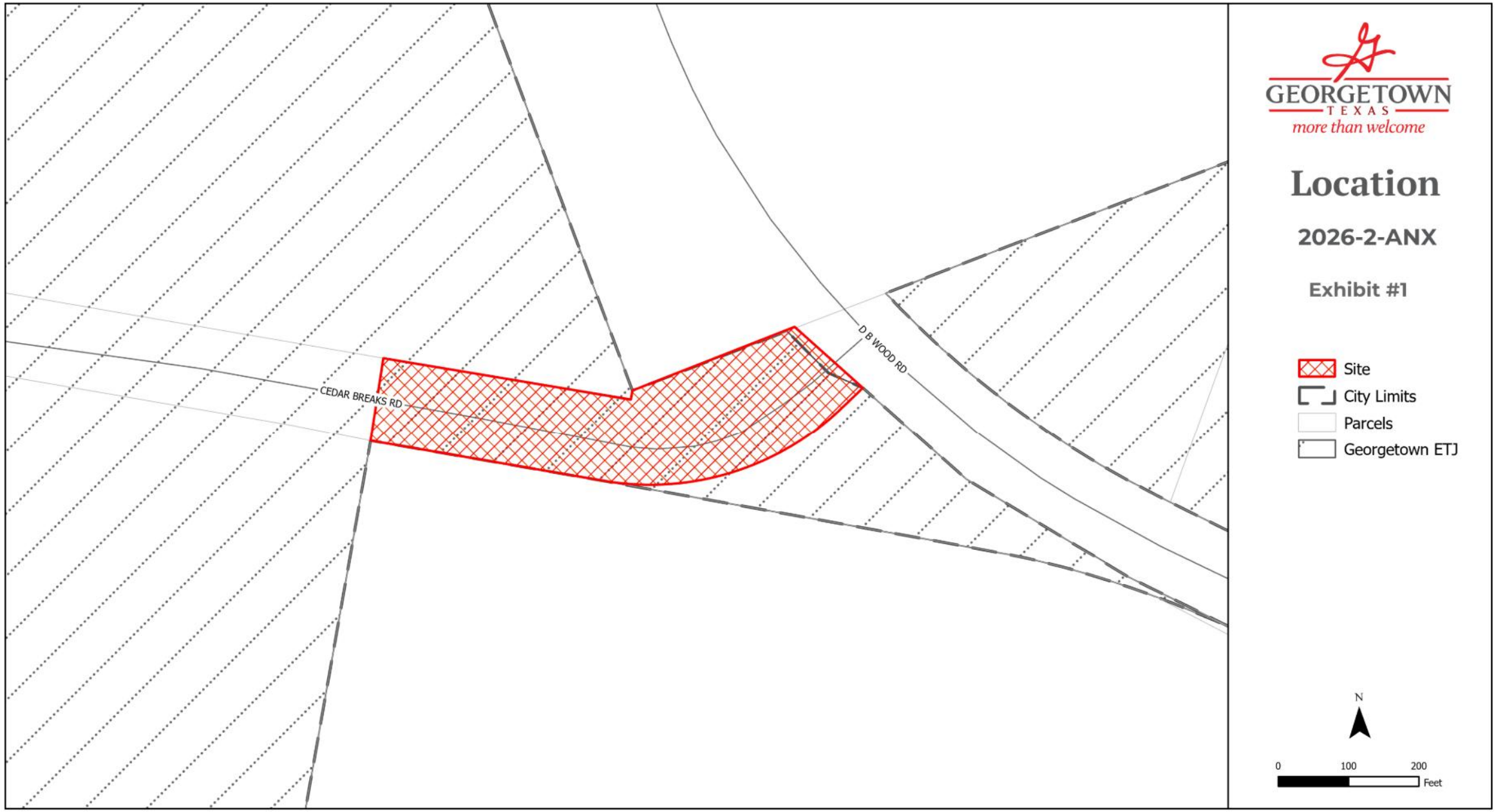
February 24, 2026 | City Council

GEORGETOWN TEXAS

Item Under Consideration

2025-2-ANX

- Consideration and possible action to approve a Resolution to begin the annexation proceedings for approximately 6.351 acres of Right-Of-Way for Old FM 1460 currently in the Extra Territorial Jurisdiction. (2025-2-ANX). Ryan Clark, AICP, Planning Manager


GEORGETOWN
TEXAS
more than welcome
Location
2026-2-ANX
Exhibit #1
Site
City Limits
Parcels
Georgetown ETJ
N
0
100
200
Feet
CEDAR BREAKS RD
D B WOOD RD

GEORGETOWN
TEXAS
more than welcome

Aerial

2026-2-ANX

Site
City Limits
Georgetown ETJ

N

0 100 200
Feet

Resolution ★

Public Hearing #1

Public Hearing #2

1st Reading of an Ordinance

2nd Reading of an Ordinance

Tentative Schedule

Status	Date	Body	Purpose
✓	February 24	City Council	Resolution petitioning for annexation
	March 10	City Council	First Public Hearing
	March 24	City Council	Second Public Hearing
	April 14	City Council	1st Reading
	April 28	City Council	2nd Reading

Summary

- Consideration and possible action to approve a Resolution to begin the annexation proceedings for approximately 2.098 acres of Right-Of-Way for Cedar Breaks Road currently in the Extra Territorial Jurisdiction. (2026-2-ANX). Ryan Clark, AICP, Planning Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, PETITIONING FOR THE ANNEXATION OF APPROXIMATELY 2.098 ACRES OF LAND IN THE JOSEPH FISH SURVEY, ABSTRACT NO. 232 AND KNOWNS AS CEDAR BREAKS ROAD; FINDING THAT SURROUNDING THE AREA BETWEEN THE CEDAR BREAKS ROAD AND THE CURRENT CITY LIMITS IS IN THE PUBLIC INTEREST; DIRECTING INITIATION OF ANNEXATION PROCEEDINGS; DIRECTING PUBLICATION OF NOTICE FOR PROPOSED ANNEXATION; AND DIRECTING CITY STAFF TO PREPARE A SERVICE PLAN FOR THE AREA TO BE ANNEXED.

WHEREAS, the City of Georgetown ("City"), as the owner of the hereinafter described right-of-way, desires for the City, pursuant to Section 43.1055 of the Local Government Code, to annex said area of land into the City of Georgetown, to-wit:

> 2.098 acres of land in the Joseph Fish Survey, Abstract No. 232, more particularly shown on the map in *Exhibit "A"* and described by metes and bounds in *Exhibit "B,"* which are attached hereto and incorporated herein by reference as if set forth in full (the "Cedar Breaks Road Right-of-Way");

WHEREAS, the annexation of right-of-way under Section 43.1055 triggers the non-consent annexation procedures of Subchapter C-1 of the Local Government Code, including the requirement of two public hearings before a municipality may institute annexation proceedings, the requirement that the annexation must be completed within 90 days after the date the proceedings are instituted, and the requirement that City Staff prepare a service plan for the area to be annexed before annexation; and

WHEREAS, the area to be annexed must be 1,000 feet in width at its narrowest point unless the annexation is initiated upon the written petition of the owner(s) of the area to be annexed;

WHEREAS, if a proposed annexation would cause an area to be entirely surrounded by the annexing municipality but would not include the area within the municipality, the City Council must find, before completing the annexation, that surrounding the area is in the public interest; and

WHEREAS, the annexation of Cedar Breaks Road Right-of-Way would cause the area identified in Exhibit "C" attached hereto and incorporated herein to be entirely surrounded by the City of Georgetown but would not include the area within the municipality.

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, being the sole owner of the Cedar Breaks Road, and Right-of-Way, hereby requests and petitions that the City of Georgetown annex the Cedar Breaks Road Right-of-Way;

SECTION 2: The City Council of the City of Georgetown, after consideration of the circumstances and the information presented by City Staff, hereby finds that it is in the public interest to cause the area identified in Exhibit "C" attached hereto to be entirely surrounded by the City of Georgetown;

SECTION 3: City Staff is directed to prepare a service plan for the area to be annexed in accordance with Section 43.056 of the Local Government Code, and said service plan shall be available for public inspection at the public hearings held under Section 43.063 of the same;

SECTION 4: The City Secretary is directed to commence the publication of notices of two public hearings before the City Council on the subject of the proposed annexation of said area into the city limits; and further, to place upon the City Council Agendas the consideration of the passage of an ordinance annexing said area into the city limits in accordance with State Law; the tentative schedule for said hearings and ordinance consideration shall be as follows:

- Resolution Petitioning for Annexation: February 24, 2026
- First Public Hearing: March 10, 2026
- Second Public Hearing: March 24, 2026
- Approval of the Service Plan: April 14, 2026
- Annexation Ordinance (First Reading): April 14, 2026
- Annexation Ordinance (Second Reading): April 28, 2026

SECTION 5: The Mayor is hereby authorized to execute, and the City Secretary to attest this Resolution.

SECTION 6: This resolution shall become effective immediately upon adoption.

RESOLVED this _____ day of _____, 2026.

THE CITY OF GEORGETOWN:

_____
Josh Schroeder
Mayor

ATTEST:

_____
Robyn Densmore, TRMC
City Secretary

APPROVED AS TO FORM:

_____
Skye Masson
City Attorney

EXHIBIT A

GENERAL NOTES:

THIS PROJECT IS REFERENCED FOR ALL BEARING AND COORDINATE BASIS TO THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83 – 2011 ADJUSTMENT), CENTRAL ZONE (4203).

DISTANCES AND AREAS SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A GRID–TO–SURFACE COMBINED ADJUSTMENT FACTOR OF 1.00012.

100' 80' 60' 40' 20' 0' 50' 100'

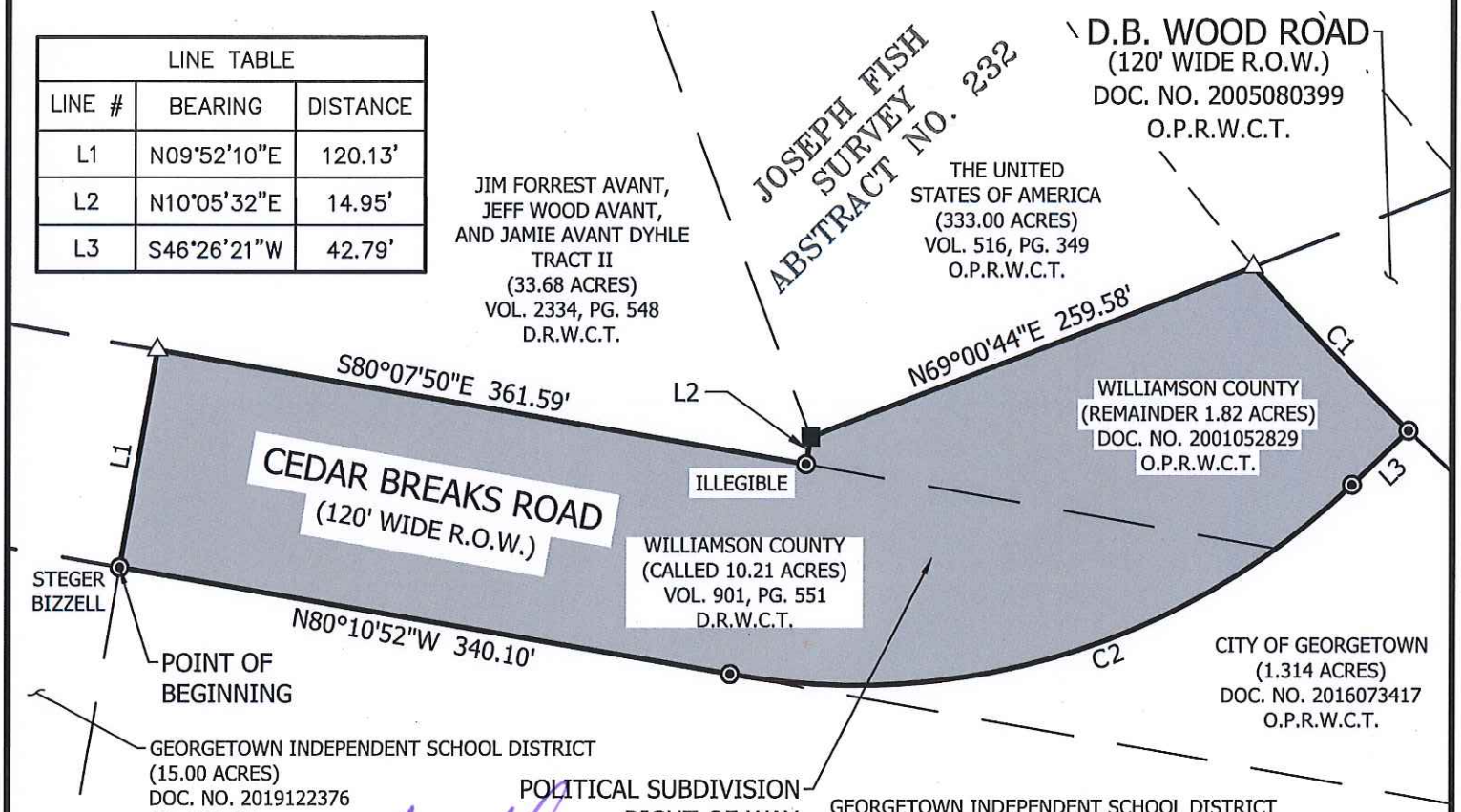
GRAPHIC SCALE

LEGEND

■	CONCRETE MONUMENT WITH U.S. ARMY CORPS OF ENGINEERS DISK FOUND
◉	1/2–INCH REBAR WITH ALUMINUM DISK STAMPED "CITY OF GEORGETOWN" FOUND (OR AS NOTED)
△	CALCULATED POINT (NOT SET)
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
D.R.W.C.T.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
DOC. NO.	DOCUMENT NUMBER
VOL., PG.	VOLUME, PAGE
R.O.W.	RIGHT–OF–WAY

N

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N09°52'10"E	120.13'
L2	N10°05'32"E	14.95'
L3	S46°26'21"W	42.79'



STATE OF TEXAS
REGISTERED
ETHAN SCOTT HOPKIN
7048
PROFESSIONAL
LAND SURVEYOR

2-9-2026

CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD
C1	1492.84'	123.72'	4°44'54"	S43°45'29"E	123.68'
C2	393.66'	369.95'	53°50'43"	S73°09'51"W	356.49'

JOB NUMBER: JOB #25–038		DATE: 02/09/2026	
PROJECT NAME: CoGT ROW ANNEXATION			
DRAWING NAME: CoGT ROW ANNEXATION CEDAR BREAKS EXHIBIT.DWG			
DRAWING FILE PATH: K:/!2025/25038/25038 – CoGT ROW ANNEXATION/DWGs			
METES AND BOUNDS FILE PATH: K:/!2025/25038/25038 – CoGT ROW ANNEXATION/DESCRIPTIONS			
RPLS: ESH	TECH: DNP	PARTY CHIEF: CD	CHK BY: ESH
SHEET 03 of 03	FIELDBOOKS 17/498		SCALE:1"=100'

LSI LANDESIGN SERVICES, INC.
10090 W HIGHWAY 29, LIBERTY HILL, TEXAS 78642
TBPELS FIRM NO. 10001800
512-238-7901

EXHIBIT B

LSI LANDESIGN SERVICES, INC.

10090 W Highway 29 | Liberty Hill, Texas 78642
TBPELS Firm No. 10001800 | 512-238-7901 office

EXHIBIT " __ "

POLITICAL SUBDIVISION DESCRIPTION
FOR THE ANEXATION OF THE EXISTING RIGHT-OF-WAY OF CEDAR BREAKS ROAD TO THE CITY OF GEORGETOWN

BEING 2.098 ACRES WITHIN THE CITY OF GEORGETOWN EXTRA TERRITORIAL JURISDICTION, SURVEYED BY LANDESIGN SERVICES, INC., SITUATED IN THE JOSEPH FISH SURVEY, ABSTRACT NO. 232 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF CEDAR BREAKS ROAD (120' WIDE RIGHT-OF-WAY) RECORDED IN VOLUME 901, PAGE 551, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS (D.R.W.C.T.) AND IN DOCUMENT NO. 2001052829, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.); SAID 2.098 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch rebar found with plastic cap stamped "STEGER BIZZELL" in the existing South Right-of-Way line of Cedar Breaks Road for the Northeast corner of a called 15.00 acre tract of land described in a Special Warranty Donation Deed with Use Restriction to Georgetown Independent School District, recorded in Document No. 2019122376, of said O.P.R.W.C.T. and the common Northwest corner of Lot 1, Block A, GISD HIGH SCHOOL NO. 3, a subdivision of record in Document No. 2025009472, of said O.P.R.W.C.T. for the most Westerly corner hereof;

THENCE **North 09°52'10" East**, over and across the existing Right-of-Way of said Cedar Breaks Road, a distance of **120.13** feet to a Calculated Point in the existing North Right-of-Way line of said Cedar Breaks Road, and the common South line of a called 33.68 acre tract of land, described by deed as Tract II, described in a Warranty Deed to Jim Forrest Avant, Jeff Wood Avant and Jamie Avant Dyhle, recorded in Volume 2334, Page 548, of said D.R.W.C.T.;

THENCE with the existing North right-of-way line of said Cedar Breaks Road and the common South line of said 33.68 acre tract, the following two (2) courses and distances:

1) **South 80°07'50" East**, a distance of **361.59** feet to a 1/2-inch rebar found with illegible plastic cap at the Southeast corner of said 33.68 acre tract;

2) **North 10°05'32" East**, a distance of **14.95** feet to a concrete monument with U.S. Army Corps of Engineers disk found for the Easterly Northeast corner of said 33.68 acre tract, for the South corner of a called 333.00 acre tract of land conveyed in a General Warranty Deed to The United States of America, recorded in Volume 516, Page 349, of said D.R.W.C.T

THENCE, **North 69°00'44" East**, with the existing North Right-of-Way line of said Cedar Breaks Road and the common South line of said 333.00 acre tract, a distance of **259.58** feet to a Calculated Point on the South line of said 333.00 acre tract, in the existing Southwest Right-of-Way line of D.B. Wood Road (120' Wide Right-of-Way, Document No. 2005080399, O.P.R.W.C.T.), for the Northerly corner hereof;

THENCE with the existing Southwest Right-of-Way line of said D.B. Wood Road, along a curve to the **Left**, having a radius of **1,492.84** feet, an arc length of **123.72** feet, a delta angle of **04°44'54"**, and a chord which bears **South 43°45'29" East,** a distance of **123.67** feet to a 1/2-inch rebar found with aluminum cap stamped "CITY OF GEORGETOWN" for the Northwest corner of a called 1.314 acre tract of land described in a Deed Without Warranty to The City of Georgetown, recorded in Document No. 2016073417, of said O.P.R.W.C.T.;

THENCE with the existing Southeast Right-of-Way line of said Cedar Breaks Road, and the common Northwest line of said 1.314 acre tract, the following two (2) courses and distances:

1) **South 46°26'21" West,** a distance of **42.79** feet to a 1/2-inch rebar found with aluminum cap stamped "CITY OF GEORGETOWN"; and

2) Along a curve to the **Right**, having a radius of **393.66** feet, an arc length of **369.95** feet, a delta angle of **53°50'43"**, and a chord which bears **South 73°09'51" West,** a distance of **356.49** feet to a 1/2-inch rebar found with aluminum cap stamped "CITY OF GEORGETOWN" for the West corner of said 1.314 acre tract, and the common North line of said Lot 1;

THENCE **North 80°10'52" West**, with the existing South Right-of-Way line of said Cedar Breaks Road, and the common North line of said Lot 1, a distance of **340.10** feet to the **POINT OF BEGINNING** and containing 2.098 acres of land, more or less.

This project is referenced for all bearing and coordinate basis to the Texas State Plane Coordinate System, North American Datum of 1983 (NAD83 – 2011 Adjustment), Central Zone (4203). All distances shown hereon are surface values represented in U.S. Survey Feet based on a grid-to-surface combined adjustment factor of 1.00012.

This property description was prepared from an on-the-ground survey performed under my supervision and is accompanied by a separate plat of even date. The field work was completed on September 29, 2025.

2-9-2026

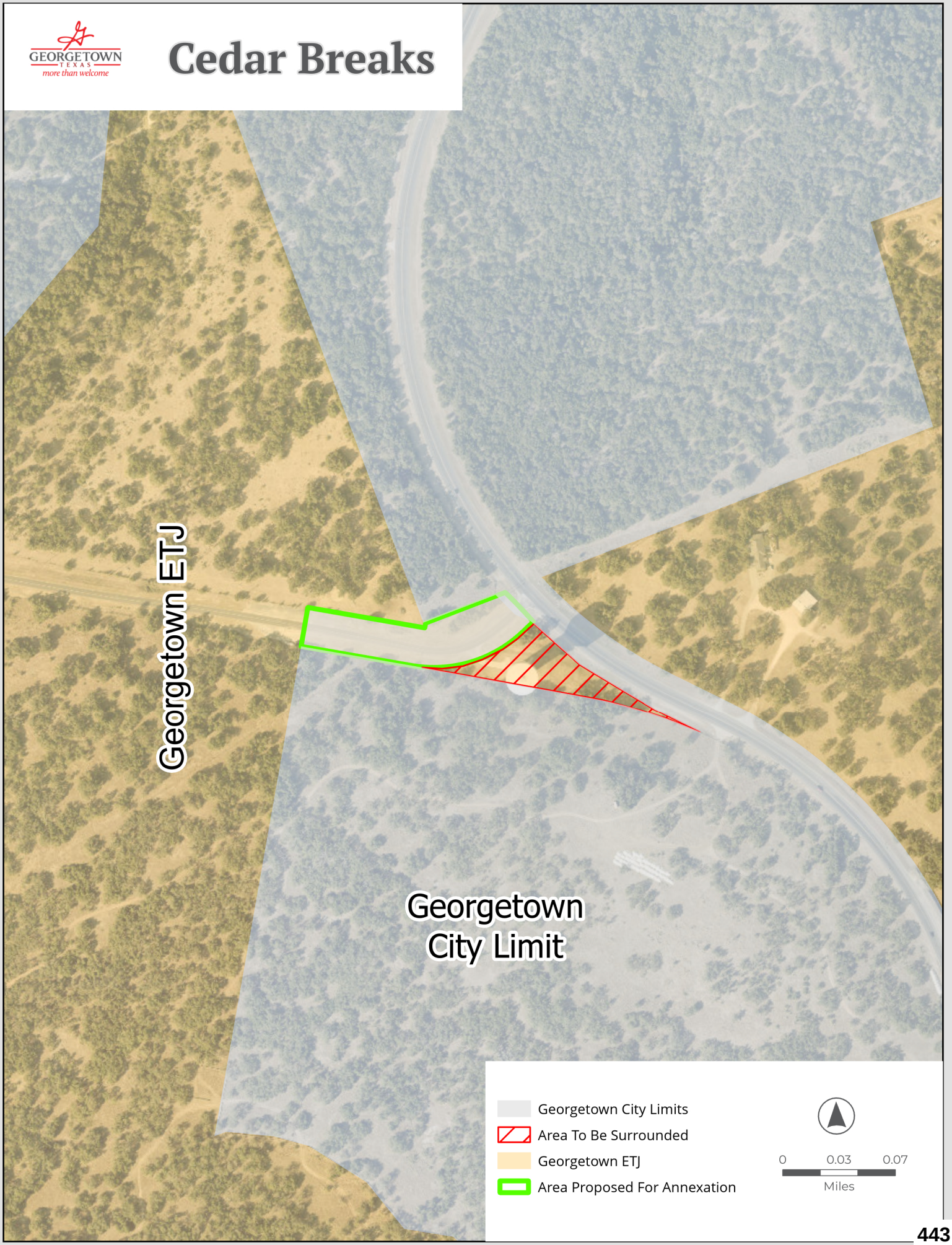
Ethan Scott Hopkin
Registered Professional Land Surveyor
State of Texas No. 7048

STATE OF TEXAS
REGISTERED
ETHAN SCOTT HOPKIN
7048
PROFESSIONAL
LAND SURVEYOR

Job Number: 25-038
Attachments: K:\!2025\25038 - CoGT ROW Annexation\CAD\DWGs\25038_CoGT_ROW Annexation_Cedar Breaks_Exhibit.dwg

EXHIBIT C

Cedar Breaks



City of Georgetown, Texas
City Council
February 24, 2026

SUBJECT:
First Reading - 2025-4-ANX - 2200 Shell Road

SUGGESTED ACTION:
Public Hearing and First Reading of an Ordinance on a request for a Zoning Map Amendment to zone, upon annexation, approximately 28.93 acres in the Robert Williams Survey, Abstract 524, as the Planned Unit Development (PUD) zoning district, with portions of Right-Of-Way for Shell Road and Shell Spur, for the property generally located at 2200 Shell Road, Georgetown, Texas (2025-4-ANX) -- Ryan Clark, AICP, Long Range and Neighborhood Planning Manager

ITEM SUMMARY:
Overview of Applicant's Request:
The applicant is requesting to annex 28.93 acres of land into City Limits with a Planned Unit Development (PUD) zoning district with base zoning of General Commercial (C-3), Low Density Multifamily (MF-1) and High Density Multifamily (MF-2). The PUD proposes a range of multifamily uses along with 4.9 acres of commercial space.

Staff's Analysis:
Staff has reviewed the request in accordance with the Unified Development Code (UDC) and other applicable codes. Staff has determined that the proposed request complies with two, partially complies with two, and does not comply with one of the criteria established in UDC Section 3.06.030 for a Zoning Map Amendment, and complies with one, partially complies with one, and does not comply with four of the criteria and objectives established in UDC Section 3.06.040 for a Planned Unit Development (PUD), as outlined in the attached Staff Report.

Public Comments:
As required by the Unified Development Code (UDC), all property owners and registered neighborhood associations within 300-feet of the subject property were notified of the request (14 notices mailed), a legal notice advertising the public hearing was placed in the Sun Newspaper (Sunday, January 18, 2026) and signs were posted on-site. As of the publication date of this report, staff has received 0 written comments in favor and 4 in opposition of the request.

Planning and Zoning Commission Recommendation:
At their February 3, 2026 meeting, the Planning and Zoning Commission recommended disapproval (7-0) of the request.

FINANCIAL IMPACT:
None. The applicant has paid the required application fees.

SUBMITTED BY:
Hunter Gould, Planning Department

ATTACHMENTS:
P&Z Staff Presentation.pdf
P&Z Staff Report.pdf
Exhibit 1 - Location Map.pdf
Exhibit 2 - Zoning Map.pdf
Exhibit 3 - Future Land Use Map.pdf
Exhibit 4 - PUD Development Plan.pdf
Exhibit 5 - Letter of Intent.pdf
Exhibit 6 - Returned Letters.pdf
2025-4-ANX Ordinance with Exhibits.pdf

Shell Spur Tract PUD 2025-4-ANX

City Council

February 24, 2026

GEORGETOWN TEXAS

Item Under Consideration

2025-4-ANX

- Public Hearing and First Reading of an Ordinance on a request for a Zoning Map Amendment to zone, upon annexation, approximately 28.93 acres in the William Roberts Survey, Abstract 524, as the Planned Unit Development (PUD) Zoning District with base zoning of Low Density and High Density Multi Family (MF-1, MF-2), and General Commercial (C-3), with portions of Right-Of-Way for Shell Road and Shell Spur, generally located at 2200 Shell Road, Georgetown, Texas. Ryan Clark, AICP, Planning Manager

Case History

- Original ANX+PUD requested in early 2023
- Scheduled for P&Z on July 18, 2023, but withdrew application before hearing
- Property was withdrawn from ETJ on January 23, 2024
- Property was brought back into ETJ by resolution on April 22, 2025
- The PUD had a Council Workshop discussion at the same April 22 meeting.
- The PUD Received a recommendation of Denial at the August 19, 2025 P&Z Meeting (7-0).

Summary of PUD Changes

Since the August 19, 2025 P&Z Meeting, the applicants have made the following amendments:

- Removed the reduction to Tree Mitigation Rates (but have kept the right to remove without a Tree Removal Permit)
- Increased maximum allowed density in the MF-1 area to 14 DUA
  - Normal UDC max is 14, they previously proposed 10 DUA
- Reverted MF-2 back to 24 DUA rather than an aggregate with the overall site of 434 units.
- Removed enhanced setback to RS (was 50', now normal UDC 20')
- Removed architectural standard requiring a minimum of 2 wall plans)

Staff Analysis

- Staff maintains its previous grading of the request:
  - The request complies with two, partially complies with two, and does not comply with one of the criteria established in UDC Section 3.06.030 for a Zoning Map Amendment
  - The request complies with one, partially complies with one, and does not comply with four of the criteria and objectives established in UDC Section 3.06.040 for a Planned Unit Development (PUD)
- While the changes improve mitigation requirements to be closer to the UDC, the increase in MF-1 density and removal of enhanced setbacks are a net negative.

Approval Criteria – UDC Section 3.06.030

Criteria for Zoning Map Amendment	Complies	Partially Complies	Does Not Comply
The application is complete, and the information contained within the application is sufficient and correct enough to allow adequate review and final action;	X		
The zoning change is consistent with the Comprehensive Plan;		X	
The zoning change promotes the health, safety or general welfare of the City and the safe orderly, and healthful development of the City;			X

Approval Criteria – UDC Section 3.06.030

Criteria for Zoning Map Amendment	Complies	Partially Complies	Does Not Comply
The zoning change is compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood; and		X	
The property to be rezoned is suitable for uses permitted by the district that would be applied by the proposed amendment.	X		

Approval Criteria – UDC Section 3.06.040

Criteria for PUDs	Complies	Partially Complies	Does Not Comply
A variety of housing types, employment opportunities, or commercial services to achieve a balanced community.		X	
An orderly and creative arrangement of all land uses with respect to each other and to the entire community.			X
A planned and integrated comprehensive transportation system providing for a separation of pedestrian and vehicular traffic, to include facilities such as roadways, bicycle ways, and pedestrian walkways.			X

Approval Criteria – UDC Section 3.06.040

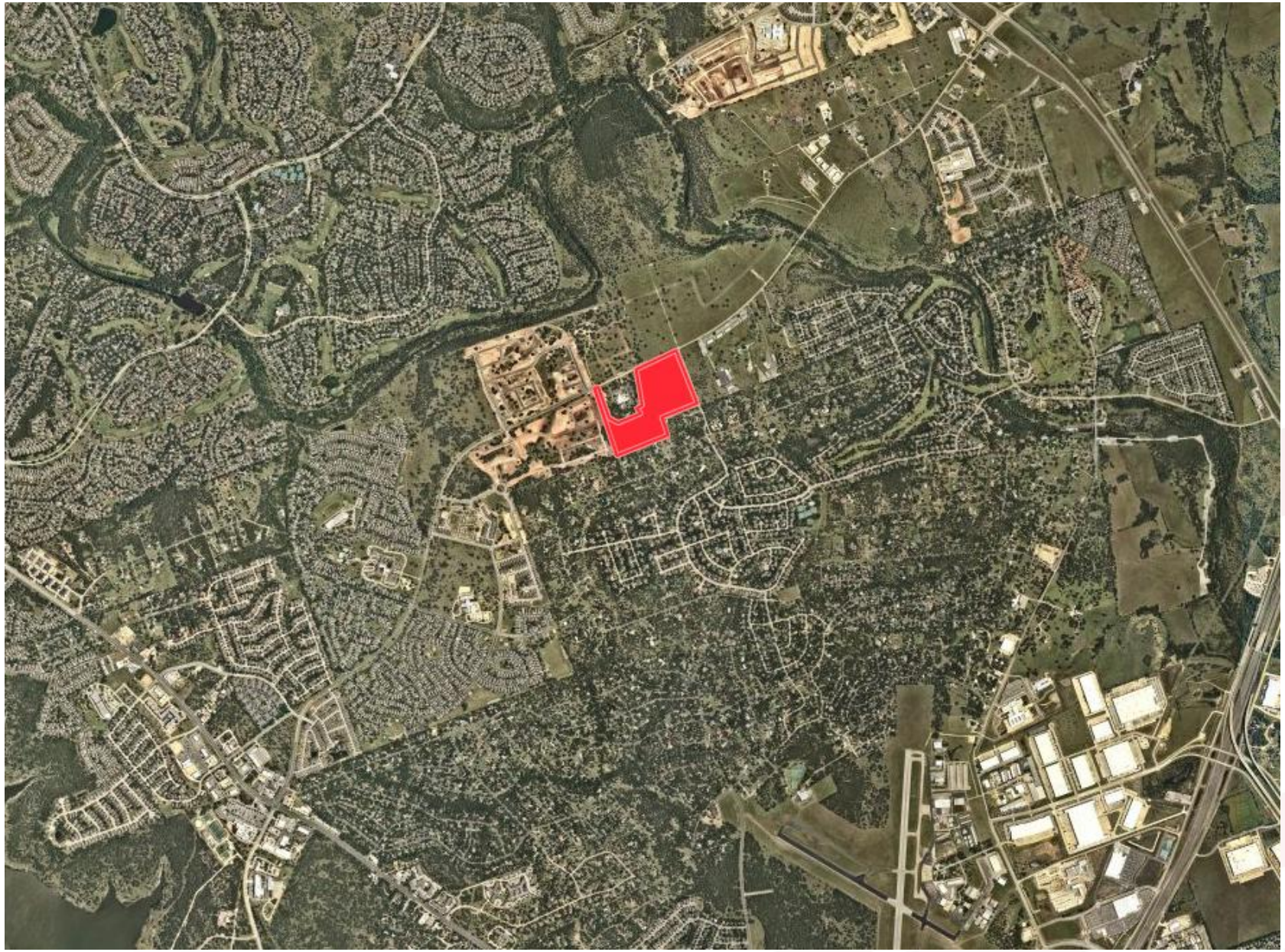
Criteria for PUDs	Complies	Partially Complies	Does Not Comply
The provisions of cultural or recreational facilities for all segments of the community.			X
The location of general building envelopes to take maximum advantage of the natural and manmade environment.			X
The staging of development in a manner which can be accommodated by the timely provision of public utilities, facilities, and services.	X		

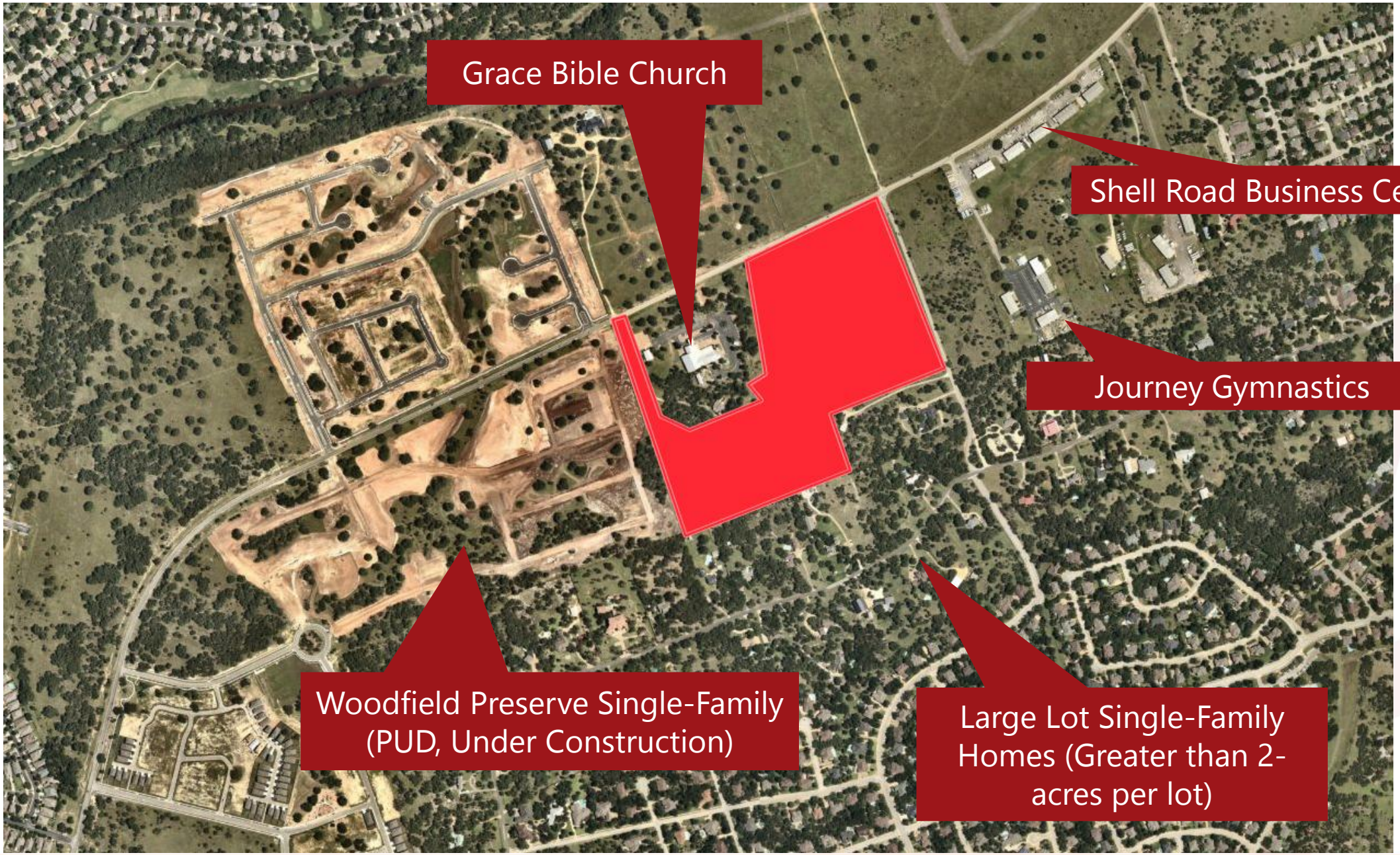
August 19, 2025 Presentation

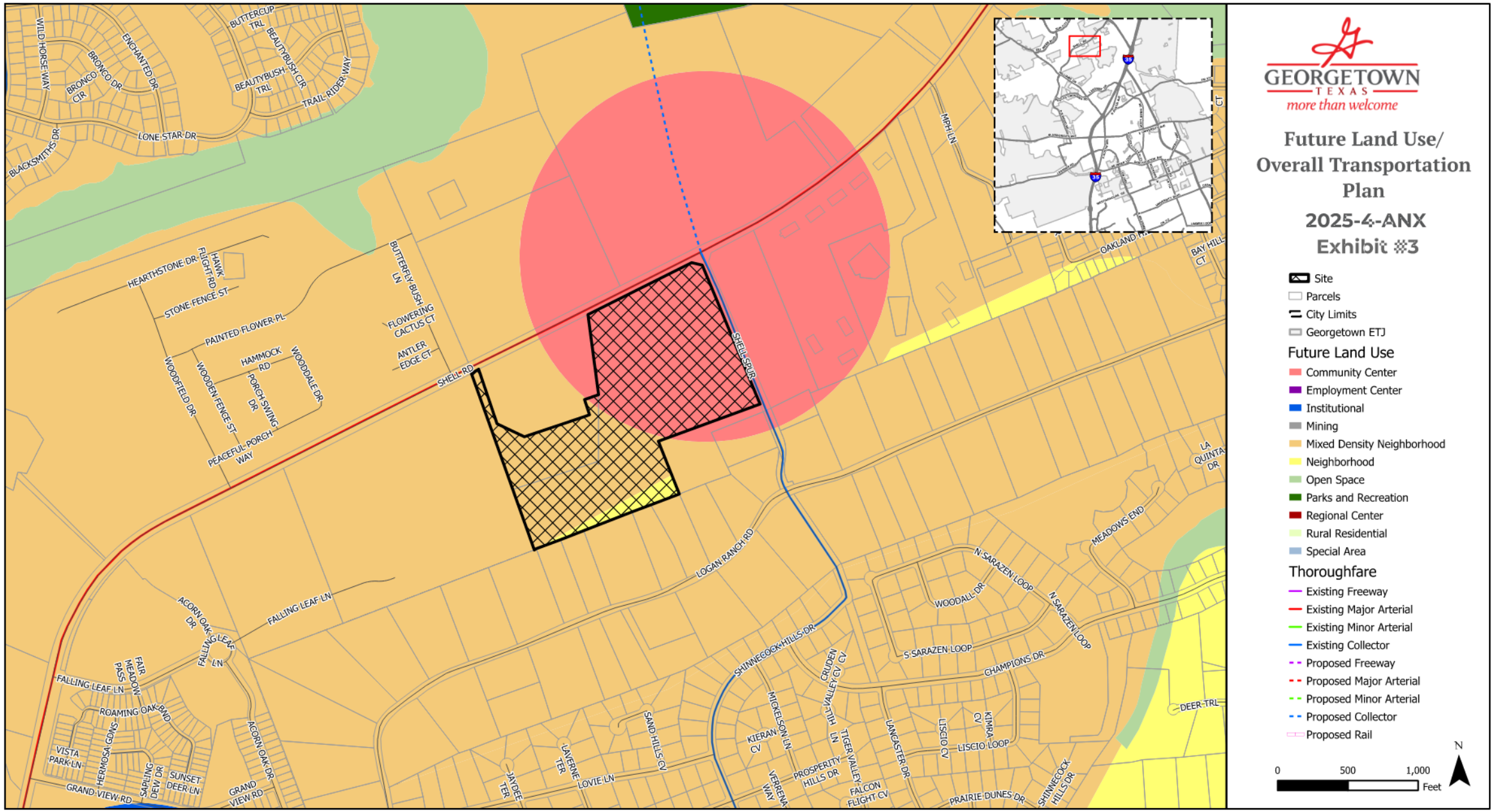
GEORGETOWN TEXAS

Council Feedback

- Provide buffering and transition standards between existing and approved residential developments
- Fuel Sales should be constructed concurrently with neighborhood commercial building
- MF-2 designed consistently with development standards in new UDC (Urban style, pedestrian oriented, mixed-use)
- Parity with standard UDC requirements
- Allowance for new tree credits in new tree preservation ordinance
- Compliance with Transportation Impact Fee Policy
- Priority working with applicant to provide improvements to Shell Spur and Shell Road




Grace Bible Church
Shell Road Business Center
Journey Gymnastics
Woodfield Preserve Single-Family (PUD, Under Construction)
Large Lot Single-Family Homes (Greater than 2-acres per lot)


GEORGETOWN
TEXAS
more than welcome
Future Land Use/
Overall Transportation
Plan
2025-4-ANX
Exhibit #3
Site
Parcels
City Limits
Georgetown ETJ
Future Land Use
Community Center
Employment Center
Institutional
Mining
Mixed Density Neighborhood
Neighborhood
Open Space
Parks and Recreation
Regional Center
Rural Residential
Special Area
Thoroughfare
Existing Freeway
Existing Major Arterial
Existing Minor Arterial
Existing Collector
Proposed Freeway
Proposed Major Arterial
Proposed Minor Arterial
Proposed Collector
Proposed Rail
0
500
1,000
Feet
N
SHELL RD
SHELL SPUR
LOGAN RANCH RD
FALLING LEAF LN
SHINNECOCK HILLS DR
N SARAZEN LOOP
S SARAZEN LOOP
WOODALL DR
CHAMPIONS DR
MEADOWS END
DEER TRL
OAKLAND
BAY HILL CT
LA QUINTA DR
MPH LN
LONE STAR DR
BLACKSMITHS DR
WILD HORSE WAY
BRONCO CIR
BRONCO DR
ENCHANTED DR
BUTTERCUP TRL
BEAUTYBUSH TRL
BEAUTYBUSH CIR
TRAIL RIDER WAY
HEARTHSTONE DR
HAWK FLIGHT RD
STONE FENCE ST
PAINTED FLOWER PL
HAMMOCK RD
WOODDALE DR
WOODFIELD DR
WOODEN FENCE ST
PORCH SWING DR
PEACEFUL PORCH WAY
BUTTERFLY BUSH LN
FLOWERING CACTUS CT
ANTLER EDGE CT
ACORN OAK DR
FALLING LEAF LN
FAIR MEADOW PASS
ROAMING OAK BND
VISTA PARK LN
HERMOSA GDNS
SAPLING DEV DR
SUNSET DEER LN
GRAND VIEW RD
SAND HILLS CV
LAVERNE TER
LOVIE LN
JAYDEE TER
KIERAN CV
MICKELSON LN
CRUDEN VALLEY CV
HILL LN
TIGER VALLEY
PROSPERITY HILLS DR
VERENA WAY
FALCON FLIGHT CV
LANCASTER DR
LISCIO CV
LISCIO LOOP
KIMRA CV
PRAIRIE DUNES DR
SHINNECOCK HILLS DR

Mixed Density Neighborhood (MDN)

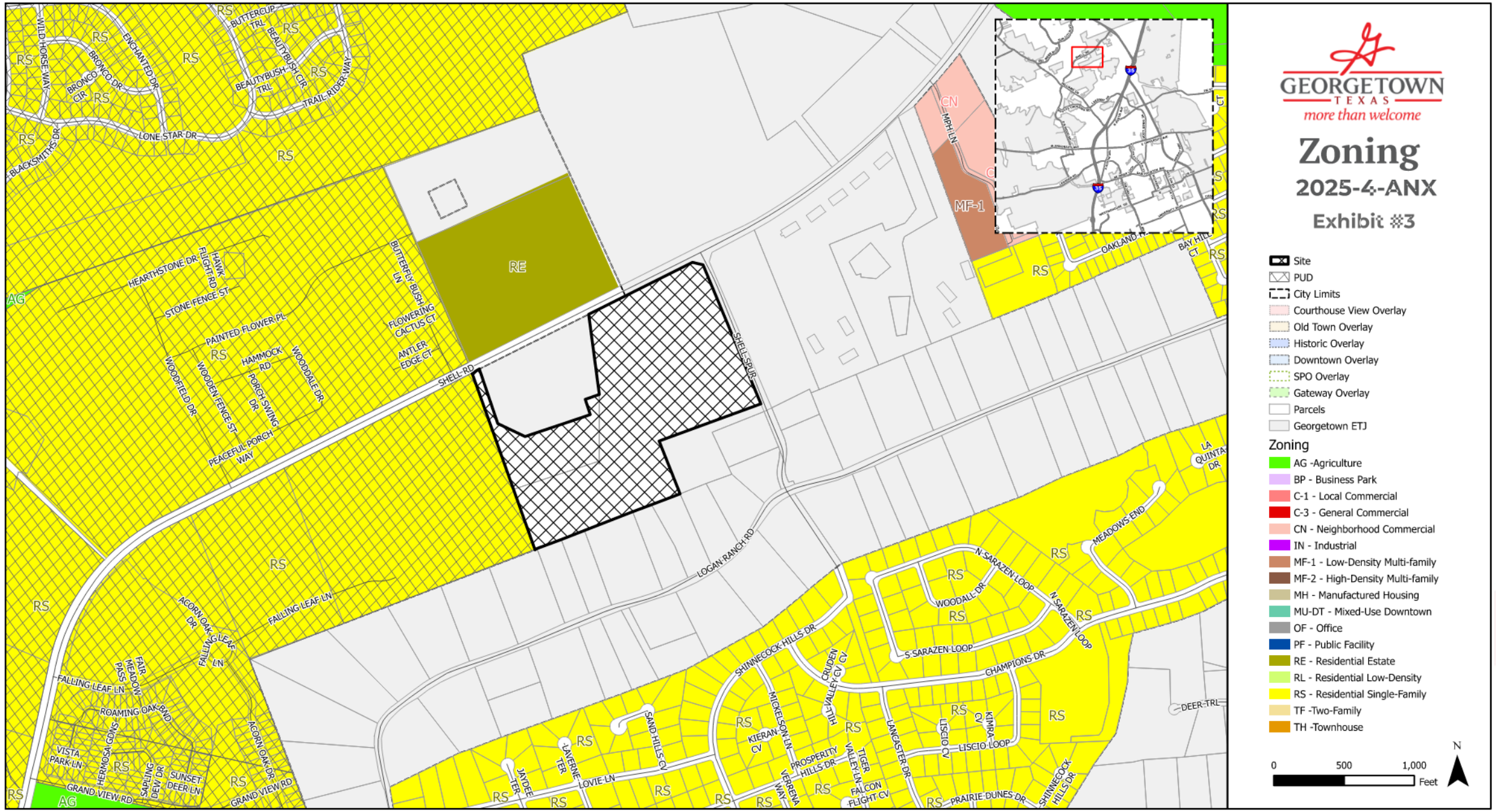
- Provides for a variety of single-family and medium density housing types in a compact network of complete, walkable streets
- consistent with and complimentary to a traditional neighborhood, with an emphasis on connectivity
- Compatibility between housing types can be achieved through development standards like lot size, setbacks, and building design
- Non-residential uses located at arterials and major intersections with appropriate buffering and pedestrian elements

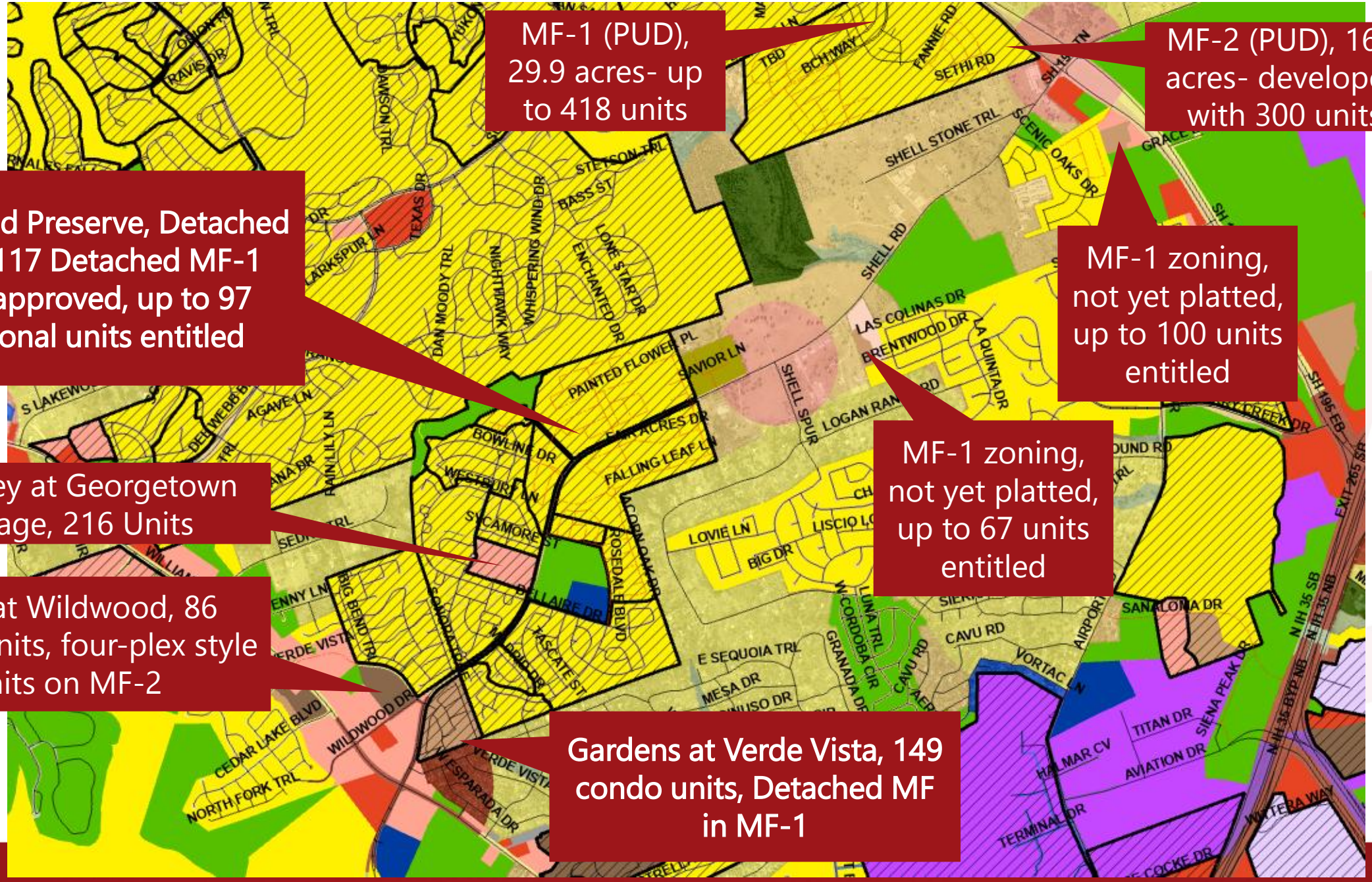
- **DUA:** 5.0 minimum
- **Target Ratio:** 25% detached residential (5-7 DUA), 45% Moderate density residential (townhomes, duplexes, cottage court), 30% nonresidential
- **Primary Use:** Variety of single-family home types (detached, duplex, townhome), small lot single-family detached homes
- **Secondary Uses:** Limited neighborhood-serving retail and service uses, office, institutional, civic, parks, and open space

Community Center (CC)

- Centralized nodes and corridors of neighborhood services for residents of surrounding neighborhoods rather than all of Georgetown and the surrounding region
- At intersections of arterial and major roads
- Vertical mixed-use, with compatible uses and built form. Transitions between uses should be provided
- Provide pedestrian connection to residential uses, common areas, and outdoor amenities

- **DUA:** ≥ 14
- **Target Ratio:**
  - 80% nonresidential
  - 20% vertical mixed-use multifamily
- **Primary Uses:** Small to mid-size retailers, restaurant, hair and nail salons, barber shops, pharmacies, and recreation and fitness businesses (privately run gyms, arcades, Pilates, children's indoor play areas
- **Secondary Uses:** Medium and high density residential, small scale live entertainment in shared green space, specialty retailers, professional office, civic uses, and parks and open space


GEORGETOWN
TEXAS
more than welcome
Zoning
2025-4-ANX
Exhibit #3
Site
PUD
City Limits
Courthouse View Overlay
Old Town Overlay
Historic Overlay
Downtown Overlay
SPO Overlay
Gateway Overlay
Parcels
Georgetown ETJ
Zoning
AG -Agriculture
BP - Business Park
C-1 - Local Commercial
C-3 - General Commercial
CN - Neighborhood Commercial
IN - Industrial
MF-1 - Low-Density Multi-family
MF-2 - High-Density Multi-family
MH - Manufactured Housing
MU-DT - Mixed-Use Downtown
OF - Office
PF - Public Facility
RE - Residential Estate
RL - Residential Low-Density
RS - Residential Single-Family
TF -Two-Family
TH -Townhouse
0
500
1,000
Feet
N
RE
RS
AG
CN
MF-1
SHELL RD
SHELL SPUR
LOGAN RANCH RD
OAKLAND DR
BAY HILL CT
MPH LN
LA QUINTA DR
MEADOWS END
N SARAZEN LOOP
WOODALL DR
S SARAZEN LOOP
CHAMPIONS DR
SHINNECOCK HILLS DR
CRUDEN VALLEY CV
MICKELSON LN
KIERAN CV
PROSPERITY HILLS DR
TIGER VALLEY LN
LANCASTER DR
LISCIO CV
LISCIO LOOP
KIMRA CV
PRAIRIE DUNES DR
FALCON FLIGHT CV
VERRENA WAY
SAND HILLS CV
LAVERNE TER
JAYDEE TER
LOVIE LN
DEER TRL
BUTTERCUP TRL
BEAUTYBUSH TRL
BEAUTYBUSH CIR
TRAIL RIDER WAY
WILD HORSE WAY
ENCHANTED DR
BRONCO DR
BRONCO CIR
LONE STAR DR
BLACKSMITHS DR
HEARTHSTONE DR
HAWK FLIGHT RD
STONE FENCE ST
PAINTED FLOWER PL
BUTTERFLY BUSH LN
FLOWERING CACTUS CT
ANTLER EDGE CT
HAMMOCK RD
WOODDALE DR
PORCH SWING DR
WOODFIELD DR
WOODEN FENCE ST
PEACEFUL PORCH WAY
FALLING LEAF LN
ACORN OAK DR
FAIR MEADOW PASS
ROAMING OAK BND
VISTA PARK LN
HERMOSA GONS
SAPLING DEW DR
SUNSET DEER LN
GRAND VIEW RD


MF-1 (PUD), 29.9 acres- up to 418 units
MF-2 (PUD), 16.2 acres- developed with 300 units
Woodfield Preserve, Detached MF-1, 117 Detached MF-1 Units approved, up to 97 additional units entitled
MF-1 zoning, not yet platted, up to 100 units entitled
Delaney at Georgetown Village, 216 Units
MF-1 zoning, not yet platted, up to 67 units entitled
Oaks at Wildwood, 86 Condo Units, four-plex style units on MF-2
Gardens at Verde Vista, 149 condo units, Detached MF in MF-1
SHELL STONE TRL
SCENIC OAKS DR
SETHI RD
SHELL RD
LAS COLINAS DR
BRENTWOOD DR
LA QUINTA DR
PAINTED FLOWER PL
SAVIOR LN
SHELL SPUR
LOGAN RAN
BOWLINE DR
FALLING LEAF LN
SYCAMORE ST
ROSEDALE BLVD
LOVIE LN
BIG DR
E SEQUOIA TRL
MESA DR
CAVU RD
VORTAC LN
SANALOMA DR
TITAN DR
AVIATION DR
SIENA PEAK DR
TERMINAL DR
WILDWOOD DR
CEDAR LAKE BLVD
NORTH FORK TRL
W ESPARADA DR
VERDE VISTA
BIG BEND TRL
TASCATE ST
BELLAIRE DR
DAN MOODY TRL
NIGHTHAWK WAY
WHISPERING WIND DR
ENCHANTED DR
LONE STAR DR
STETSON TRL
BASS ST
TEXAS DR
LARKSPUR LN
AGAVE LN
RAIN LILY LN
DAWSON TRL
RAVIS DR
FANNIE RD
TBD
BCHWAY
GRACE
SH 195
SH 196 EB
EXIT 265 SB
N IH 35 SB
N IH 35 NB
N IH 35 BYP NB
WATERA WAY
COCKE DR
HALMAR CV
GRANADA DR
W CORDOBA CIR
LUNA TRL
LISCIO LN
S LAKEWO
DEL WEBB B
ENNY LN
SEDA
WILLIA
ERDE VIST
ANA DR
SHELL RD
OUND RD
CREEK DR

Low Density Multi-Family (MF-1)

- Attached and detached multi-family
- Apartments, condos, triplexes, fourplexes
- Should have convenient access to major thoroughfares
- Should not route traffic through low density areas
- May be appropriate adjacent to residential and non-residential districts

Dimensional Standards

- Max density = 14 units/acre
- Min. lot size = 12,000 sq. ft.
- Min. lot width = 50’
- Max building height = 35’
- Front setback = 20’
- Side setback = 10’
- Rear setback = 10’
- Side/rear street setback = 15’
- Side/rear setback to residential = 20’
- 15’ bufferyard adjacent to RS

High Density Multi-Family (MF-2)

- Attached multi-family
- Apartments and condos
- Should have direct access to major thoroughfares and arterial streets
- Should not route traffic through low density areas
- May be appropriate adjacent to residential and non-residential districts

Dimensional Standards

- Max density = 24 units/acre
- Min. lot size = 2 acres
- Min. lot width = 50’
- Max building height = 45’
- Front setback = 25’
- Side setback = 15’
- Rear setback = 15’
- Side/rear street setback = 20’
- Side/rear setback to residential = 30’
- 15’ bufferyard adjacent to RS

General Commercial (C-3)

- Commercial and retail serving entire community
- May be large in scale and generate substantial traffic
- Appropriate along Arterials and Freeways

Dimensional Standards

- Max building height = 60’
- Front setback = 25’
- Side setback = 10’
- Rear setback = 10’
- Side setback to residential = 15’
- Rear setback to residential = 25’
- 15’ bufferyard adjacent to RS

Planned Unit Development (PUD)

- Special purposed zoning district
- Allows flexibility in planning and design
- Can accommodate unique developments or environmentally-sensitive areas to be developed with a common scheme
- Can accommodate multiple uses

RIGHT TURN LANE
ACCESS EASEMENT, TYP.
163'
474'
430'
472'
432'
68' COLLECTOR ENTRY
3
COMM. (C-3)
3.38 ACRES
4
COMM.(C-3)
2.45 ACRES
395'
30' BUILDING SETBACK, TYP.
RIGHT TURN LANE
15' REQUIRED BUFFERYARD, TYP.
GRACE BIBLE CHURCH
LENNAR HOMES
2
MULTI FAMILY(MF-2)
13.16 ACRES
24.0 DU/AC
390'
DRIVEWAY LOCATION APPROVED, BUT NOT REQUIRED PER PUD
15' EASEMENT
TRACT 2
405'
1
MF1
9.85 ACRES
14.0 DU/AC
125' TRANSITION SETBACK (35'/2 STORY LIMIT)
FUTURE SHELL SPUR RIGHT-OF-WAY DEDICATION
15' LANDSCAPE BUFFER ADJACENT TO EXISTING RESIDENTIAL, TYP.
LAND USE SUMMARY
Acres
Max. Density
(MF-1) Mult Family Res. 9.85 acres 14.0 du/ac
(MF-2) Multi Family Res. 13.16 acres 24.0 du/ac
Residential Total: 23.01 acres
Commercial 5.83 acres
Total: 28.84 acres

163'
474'
DRAGON FLY STREET
LENNAR HOMES
FAIR ACRES DRIVE
FIREFLY DRIVE
BUTTERFLY BUSH WAY
FALLING LEAF LANE
GRACE BIBLE CHURCH
15' LANDSCAPE BUFFER
125' TRANSITION SETBACK (35'/2 STORY LIMIT)
TRACT 1
1
MF1
14.20 ACRES
14.0 DU/AC
FALLING LEAF LANE TO TERMINATE IN CUL-DE-SAC
LAND USE SUMMARY
Acres
Max. Density
(MF-1) Mult Family Res.
14.20 acres
14.0 du/ac

Prohibited Uses Within C-3

- Multifamily, Attached Dwelling Units
- Motel - Hotel, Extended Stay
- Hotel, Boutique
- Hotel, Full Service
- Hotel, Limited Service
- Dance Hall or Night Club
- Major Event Entertainment
- Event Facility
- Driving Range
- Firing Range, Indoor
- Laundromat
- **Small Engine Repair**
- Funeral Home
- **Self Storage, Outdoor**
- **Self Storage, Indoor**
- Manufactured Housing Sales
- Automobile Sales, Rental or Leasing Facility
- Commercial Vehicle Sales, Rental or Leasing Facility
- **Automobile Parts and Accessories Sales, Outdoor**
- **Automobile Repair and Service, General**
- **Fuel Sales***
- Recreational Vehicle Sales, Rental or Service
- Heliport
- Bus Barn
- Parking Lot, Off-Site
- Parking Lot, Commercial
- Park-n-Ride Facility
- Private Transport Service Dispatch Facility
- Transit Passenger Terminal
- Lumber Yard
- Seasonal Product Sales
- Blood or Plasma Center
- Flea Market
- Pawn Shop
- **Personal Services, Restricted**
- Kennel
- Live Music or Entertainment
- Correctional Facility
- Recreational Vehicle Sales, Rental or Service
- **Car Wash**

Fuel Sales

PUD allows for a fuel sales use by right on Tract 4 subject to the following regulations:

- Buffering
  - 6' high opaque screening wall along the south property line.
  - One shade tree, two evergreen ornamental trees and eight evergreen shrubs every 50 linear feet on the southern property line, except for Driveways and Cross Access

- Setbacks
  - 30' rear building and canopy setback along southern property line to the MF-2.
  - Underground storage tanks must be setback 150' of a residentially zoned property
  - If a building is placed between the fuel tank and the residential property line the setback is 100'
  - Fuel Canopy must be setback 100' from a residential property line.

- No more than 8 multi-fuel dispensers shall be permitted. Separate high-floor diesel islands for large vehicles are prohibited.

- The Fuel Sales use shall only operate between the hours of 5 am-12am.

Modifications to MF-1 Standards

Standard	UDC	PUD
Maximum Density	14 dwelling units per acre	14 dwelling units per acre **(was 10 DUA)**
Impervious Cover	50%	60%
Setback adjacent to RS	20’	20’ **(was 50’)**
Building Height	35 feet	125’ transition setback shall be established adjacent to SF lots on southern property line of tract 2 and western boundary of tract 1. Limited to 2 stories in height within this zone.
Architectural Standards	UDC 7.03 (possible articulation, 3 to 5 features form list)	Front elevations shall contain a minimum of 2 wall planes per unit on the front elevation and building separation shall be a minimum of 6’.
Building Separation	15’	6’

Modifications to MF-2 Standards

Standard	UDC	PUD
Impervious Cover	50%	60% (In the event tract 3 is developed with Multi-family, detached.)
Architectural Standards	UDC 6.02.090.C.2 – Minimum building separation of 15' required between all buildings.	Building separation reduced to 6' apart.

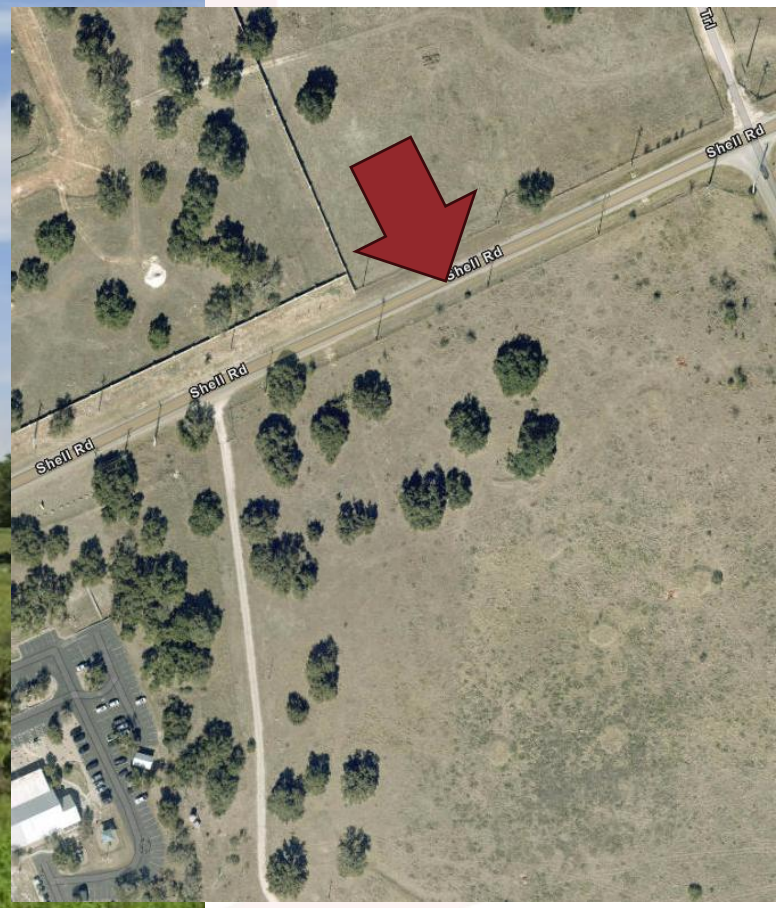
Standards Applicable to Whole Development

Standard	UDC	PUD
Traffic Impact Analysis	12.09 – A Traffic Impact Analysis shall be required for any development that generates more than 2,000 average daily trips, based upon the latest edition of the Institute of Transportation Engineers (ITE) Trip Generation Manual.	Traffic Impact Analysis of the UDC is not applicable to the PUD.
Traffic Improvements	12.02.020 – Developer is responsible for all costs of materials, design, and construction of the public improvements required by the UDC	Two right-turn lanes shall be provided, one on Shell Road and the other at Shell Spur. **No additional off-site improvements shall be required.**
Inter-Parcel Connectivity	UDC 12.05.030 – All new commercial shall provide driveway connections to adjacent properties with access easements where necessary.	**Section 12.05.010, 12.05.020 and 12.05.030 of Chapter 12 of the UDC is not applicable to the PUD** and is replaced with the following requirements: i. A private drive, extending from Shell Road to Tract 1, shall be provided and constructed to Neighborhood Collector standards as defined in the UDC.
Pedestrian Connectivity	No requirement for **private** connectivity between Commercial and MF-2.	A 5' Pedestrian Paseo with an access gate shall be provided between Tract 3 (MF-2) and Tract 4 (C-3 tract not used for Fuel Sales)

Tree Preservation and Protection Standards

UDC	PUD
UDC 8.02.040.B - **Heritage Tree Removal Permit.** Heritage Trees require a removal permit and may only receive approval after mitigation is provided and all efforts to save the tree have been exhausted. Prot Protected Trees require mitigation but not a removal permit.	Heritage and Protected Trees may be removed by right. The Revised PUD removed the following reductions to Mitigation Standards:
UDC 8.02.040.C.1.b. - Mitigation Ratios - Mitigation shall be provided at a 3:1 inch basis for the total diameter inches of Heritage Trees removed, measured at DBH.	~~Mitigation shall be provided at a 3:1 inch basis for the total diameter inches of Heritage Trees removed.~~
Heritage and Protected Trees saved do not provide mitigation inches in the UDC.	~~Heritage Trees saved with no impact to excavation within ½ critical root zone and within park area shall count as 3:1 mitigation. Additional landscaping, irrigation, sod, plantings, granite trails, benches, tables, trash cans, etc. shall not impact the 3 to 1 mitigation and are encouraged. Saved protected trees that are 16" or greater get 2:1 mitigation credit.~~
UDC 8.02.040.C.4. Mitigation by Payment	~~Once mitigation by existing on-site credit trees and on-site replacement trees have been awarded, fee-in-lieu payment mitigation rate set by City Council pursuant to Chapter 8 of the UDC shall~~ ~~**be reduced by 50%.**~~

BUTTERFLY BUSH LN
RUE DE LUMIERE LN
GENEVA WAY
MONTREUX ST
VIA FIRENZE RD
SHELL RD
FLOWERING CACTUS CT
ANTLER EDGE CT
SHELL SPUR
DRAGONFLY ST
FAIR ACRES DR
FIREFLY DR
FALLING LEAF LN


Shell Rd
Shell Rd
Shell Rd
Shell Rd

Approval Criteria – UDC Section 3.06.030

Criteria for Zoning Map Amendment	Complies	Partially Complies	Does Not Comply
The application is complete, and the information contained within the application is sufficient and correct enough to allow adequate review and final action;	X		
The zoning change is consistent with the Comprehensive Plan;		X	

Comprehensive Plan Guidance

Mixed-Density Neighborhood

- **DUA:** 5.0 minimum
- **Target Ratio:**
  - 25% detached residential (5-7 DUA)
  - 45% Moderate density residential (townhomes, duplexes, cottage court)
  - 30% nonresidential
- **Primary Use: Variety of single-family home types (detached, duplex, townhome)**, small lot single-family detached homes
- **Secondary Uses: Limited neighborhood-serving retail and service uses**, office, institutional, civic, parks, and open space

Community Center

- **DUA:** ≥ 14
- **Target Ratio:**
  - 80% nonresidential
  - 20% vertical mixed-use multifamily
- **Primary Uses:** Small to mid-size retailers, restaurant, hair and nail salons, barber shops, pharmacies, and recreation and fitness businesses (privately run gyms, arcades, Pilates, children's indoor play areas)
- **Secondary Uses:** Medium and high density residential, small scale live entertainment in shared green space, specialty retailers, professional office, civic uses, and parks and open space

Approval Criteria – UDC Section 3.06.030

Criteria for Zoning Map Amendment	Complies	Partially Complies	Does Not Comply
The zoning change promotes the health, safety or general welfare of the City and the safe orderly, and healthful development of the City;			X

Standards Applicable to Whole Development

Standard	UDC	PUD
Traffic Impact Analysis	12.09 – A Traffic Impact Analysis shall be required for any development that generates more than 2,000 average daily trips, based upon the latest edition of the Institute of Transportation Engineers (ITE) Trip Generation Manual.	Traffic Impact Analysis of the UDC is not applicable to the PUD.
Traffic Improvements	12.02.020 – Developer is responsible for all costs of materials, design, and construction of the public improvements required by the UDC	Two right-turn lanes shall be provided, one on Shell Road and the other at Shell Spur. **No additional off-site improvements shall be required.**
Inter-Parcel Connectivity	UDC 12.05.030 – All new commercial shall provide driveway connections to adjacent properties with access easements where necessary.	**Section 12.05.010, 12.05.020 and 12.05.030 of Chapter 12 of the UDC is not applicable to the PUD** and is replaced with the following requirements: i. A private drive, extending from Shell Road to Tract 1, shall be provided and constructed to Neighborhood Collector standards as defined in the UDC.
Pedestrian Connectivity	No requirement for **private** connectivity between Commercial and MF-2.	A 5' Pedestrian Paseo with an access gate shall be provided between Tract 3 (MF-2) and Tract 4 (C-3 tract not used for Fuel Sales)

Tree Preservation and Protection Standards

UDC	PUD
UDC 8.02.040.B - **Heritage Tree Removal Permit.** Heritage Trees require a removal permit and may only receive approval after mitigation is provided and all efforts to save the tree have been exhausted. Prot Protected Trees require mitigation but not a removal permit.	Heritage and Protected Trees may be removed by right.
UDC 8.02.040.C.1.b. - Mitigation Ratios - Mitigation shall be provided at a 3:1 inch basis for the total diameter inches of Heritage Trees removed, measured at DBH.	Mitigation shall be provided at a 3:1 inch basis for the total diameter inches of Heritage Trees removed.
Heritage and Protected Trees saved do not provide mitigation inches in the UDC.	Heritage Trees saved with no impact to excavation within ½ critical root zone and within park area shall count as 3:1 mitigation. Additional landscaping, irrigation, sod, plantings, granite trails, benches, tables, trash cans, etc. shall not impact the 3 to 1 mitigation and are encouraged. Saved protected trees that are 16" or greater get 2:1 mitigation credit.
UDC 8.02.040.C.4. Mitigation by Payment	Once mitigation by existing on-site credit trees and on-site replacement trees have been awarded, fee-in-lieu payment mitigation rate set by City Council pursuant to Chapter 8 of the UDC shall **be reduced by 50%.**

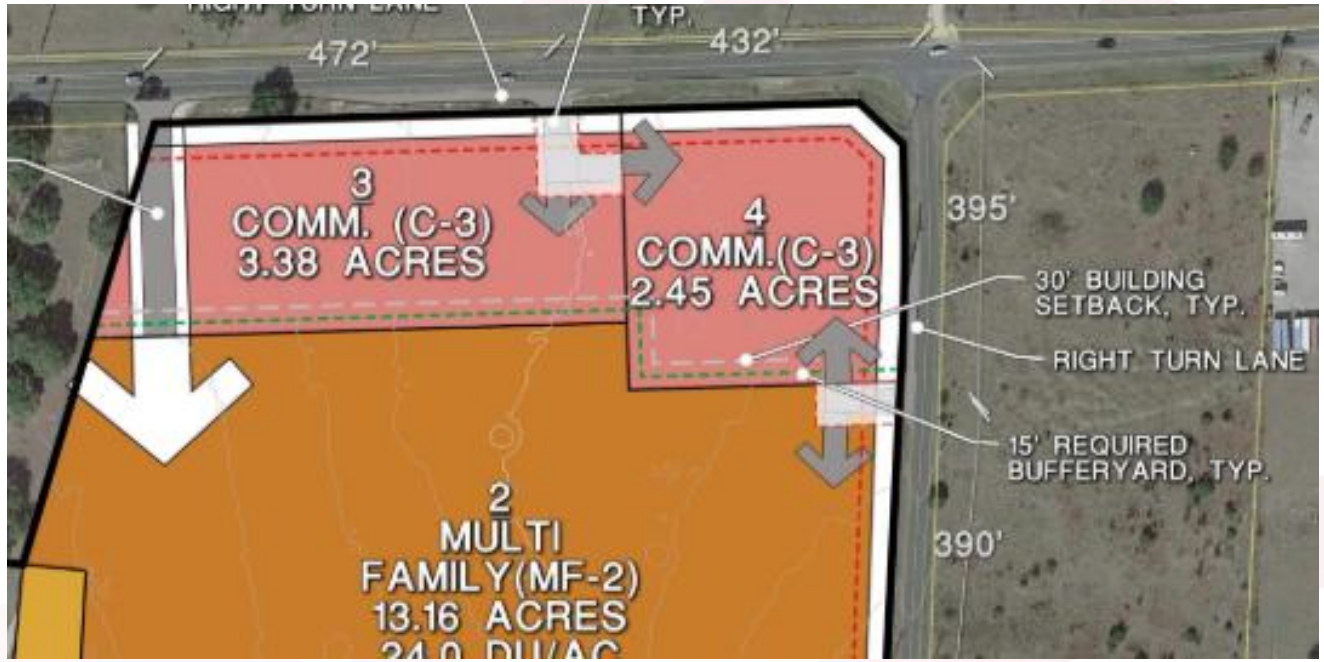
Approval Criteria – UDC Section 3.06.030

Criteria for Zoning Map Amendment	Complies	Partially Complies	Does Not Comply
The zoning change is compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood; and		X	
The property to be rezoned is suitable for uses permitted by the district that would be applied by the proposed amendment.	X		

Approval Criteria – UDC Section 3.06.040

Criteria for PUDs	Complies	Partially Complies	Does Not Comply
A variety of housing types, employment opportunities, or commercial services to achieve a balanced community.		X	
An orderly and creative arrangement of all land uses with respect to each other and to the entire community.			X
A planned and integrated comprehensive transportation system providing for a separation of pedestrian and vehicular traffic, to include facilities such as roadways, bicycle ways, and pedestrian walkways.			X

Orderly and Creative Arrangement of Land Uses



Approval Criteria – UDC Section 3.06.040

Criteria for PUDs	Complies	Partially Complies	Does Not Comply
The provisions of cultural or recreational facilities for all segments of the community.			X
The location of general building envelopes to take maximum advantage of the natural and manmade environment.			X
The staging of development in a manner which can be accommodated by the timely provision of public utilities, facilities, and services.	X		

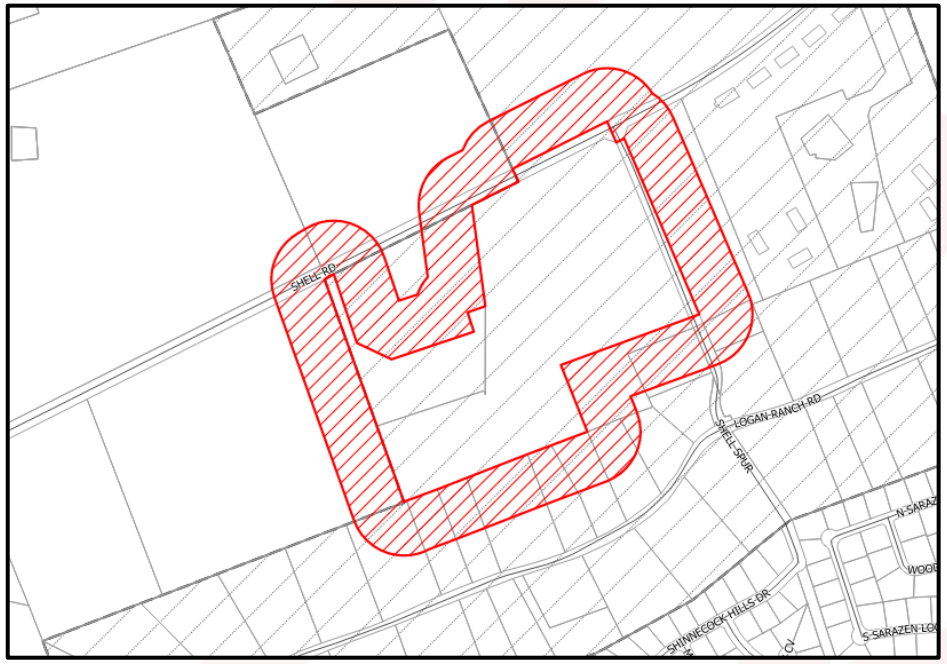
RIGHT TURN LANE
ACCESS EASEMENT, TYP.
163'
474'
430'
472'
432'
68' COLLECTOR ENTRY
3
COMM. (C-3)
3.38 ACRES
4
COMM.(C-3)
2.45 ACRES
395'
30' BUILDING SETBACK, TYP.
RIGHT TURN LANE
15' REQUIRED BUFFERYARD, TYP.
GRACE BIBLE CHURCH
LENNAR HOMES
2
MULTI FAMILY(MF-2)
13.16 ACRES
24.0 DU/AC
390'
DRIVEWAY LOCATION APPROVED, BUT NOT REQUIRED PER PUD
15' EASEMENT
TRACT 2
405'
1
MF1
9.85 ACRES
14.0 DU/AC
125' TRANSITION SETBACK (35'/2 STORY LIMIT)
FUTURE SHELL SPUR RIGHT-OF-WAY DEDICATION
15' LANDSCAPE BUFFER ADJACENT TO EXISTING RESIDENTIAL, TYP.
LAND USE SUMMARY
Acres
Max. Density
(MF-1) Mult Family Res. 9.85 acres 14.0 du/ac
(MF-2) Multi Family Res. 13.16 acres 24.0 du/ac
Residential Total: 23.01 acres
Commercial 5.83 acres
Total: 28.84 acres

Council Feedback

- Provide buffering and transition standards between existing and approved residential developments
- **Fuel Sales should be constructed concurrently with neighborhood commercial building**
- **MF-2 designed consistently with development standards in new UDC (Urban style, pedestrian oriented, mixed-use)**
- Parity with standard UDC requirements
- **Allowance for new tree credits in new tree preservation ordinance***
- **Compliance with Transportation Impact Fee Policy**
- **Priority working with applicant to provide improvements to Shell Spur and Shell Road**

Public Notifications

- 10 property owners within the 300' buffer
- Notice in Sun News on December 19, 2025
- Signs posted on the property
- To date, staff has received:
  - 0 written comments IN FAVOR
  - 0 written comments OPPOSED



Summary

- Public Hearing and possible action on a request for a Zoning Map Amendment to zone, upon annexation, approximately 43.13 acres in the Williams Roberts Survey, Abstract 524, as the Planned Unit Development (PUD) zoning district, with portions of Right-Of-Way for Shell Road and Shell Spur, for the property generally located at 2200 Shell Road, Georgetown, Texas. Ryan Clark, AICP, Long Range and Neighborhood Planning Manager
- Per UDC Section 3.06.020.E, the Planning and Zoning Commission shall hold a Public Hearing… and make a recommendation to the City Council

Planning and Zoning Commission
Planning Department Staff Report

Report Date:	January 29, 2026
Case No:	2025-4-ANX and 2025-12-ANX
Project Planner:	Ryan Clark, AICP, Planning Manager

Item Details

Project Name:	Shell Spur Tract PUD and Annexation
Project Location:	Generally located at the southwestern corner of the intersection of Shell Spur and Shell Road, within City Council district No. 5.
Total Acreage:	28.93 acres (2025-4-ANX) & 14.20 acres (2025-12-ANX)
Legal Description:	**(2025-4-ANX)** A 28.93 acres tract of land, lying within the William Roberts Survey, Abstract 524, Williamson County, Texas, and being a portion of a called 43.13 acre tract of land described in Document No. 2021191971 in the Official Public Records of Williamson County, Texas. (2025-4-ANX) **(2025-12-ANX)** A 14.20 acres tract of land, lying within the William Roberts Survey, Abstract 524, Williamson County, Texas, and being a portion of a called 43.13 acre tract of land described in Document No. 2021191971 in the Official Public Records of Williamson County, Texas. (2025-12-ANX)
Applicant:	H.D. Brown Consulting, c/o Amanda Brown
Property Owner:	Nova 368, LLC, c/o Vinod Nagi
Request:	Zoning Map Amendment to zone, upon annexation, the subject property as a **Planned Unit Development (PUD)**, with base zoning districts of **Low-Density Multifamily (MF-1), High Density Multifamily (MF-2), and General Commercial (C-3)**. This request consists of two separate applications filed under 2025-4-ANX and 2025-12-ANX. Both applications have been reviewed by staff in a unified analysis due to the same PUD requirements for both applications where MF-1 district is proposed. The applicant has split the application so that they may potentially withdraw the 14.20 acre western portion if sold to the adjacent Grace Bible Church.
Case History:	This is the second public hearing of this request. This request was previously heard at the Planning and Zoning Commission on August 19, 2025. The Commission recommended denial of the request, 7-0.

Overview of Applicant's Request

The applicant is seeking to annex the subject property into the City Limits with base zoning districts of Low Density Multifamily (MF-1), High Density Multifamily (MF-2), and General Commercial (C-3). The applicant's letter of intent states that the intent of the development is to provide a horizontally integrated, mixed-use community with a mix of low- and high-density residential products in addition to C-3 zoned commercial space. The 14.20 acres of land that encompasses application 2025-12-ANX is only seeking the MF-1 district and has identical standards to the MF-1 requested as part of 2025-4-ANX.

The application will also require the annexation of adjacent right-of-way(ROW). It will include the lengths of Shell Road and Shell Spur the subject properties are adjacent to as well as the intersection for Shell Road and Shell Spur. If the annexation is approved, the development of the site will include the construction of traffic signals at the intersection.

Site Information

Location:
The subject properties are located at the southwest corner of the intersection of Shell Road and Shell Spur in northwest Georgetown. The subject property borders the Logan Ranch neighborhood to the south and a newly proposed residential neighborhood to the west. Grace Bible Church sits north of the subject site along Shell Road.

Physical and Natural Features:
The subject property can be described as a mostly flat, undeveloped tract. The property is scattered with trees, with the densest canopy located on the southwestern portion of the site. There is a private road and a single family home adjacent to the Grace Bible Church site.

Future Land Use and Zoning Designations:
The subject properties consist of two future land use categories. Near the intersection of Shell Road and Shell Spur, the property is designated as Community Center. The remainder of the property has a Mixed-Density Neighborhood Future Land Use Designation. The property does not have a current zoning district as it lies within the City's extraterritorial jurisdiction (ETJ).

Surrounding Properties:
The current zoning, Future Land Use designation, and existing uses of the adjacent properties to the north, south, east and west are outlined in the table below:

DIRECTION	ZONING DISTRICT	FUTURE LAND USE	EXISTING USE
North	RS/Unentitled	Community Center/Mixed Density Neighborhood	Residential Estate/Undeveloped
East	Unentitled	Community Center/Neighborhood	Indoor Gymnasium, Business Center, General Retail
South	Unentitled	Neighborhood	Large Lot Residential
West	Residential Single Family	Mixed Density Neighborhood	Grace Bible Church/Residential Single Family

Property History:
This is the third development application for this property. Previously, the subject property requested annexation with initial zoning of MF-1 and C-1 in 2022. The request was withdrawn before Council action. In 2023, another annexation request was made with an initial zoning of PUD (MF-1, C-1). This request was also withdrawn. After the second annexation request was withdrawn, the property owners voluntarily disannexed the property from the City's ETJ. In addition to pursuing annexation again, the property owners have applied for a Texas Land Application Permit(TLAP) permit with the Texas Commission on Environmental Quality (TCEQ). If not annexed, a TLAP permit would provide a wastewater solution for the property without using the City's wastewater infrastructure.

Comprehensive Plan Guidance

Community Center (CC)

Community Centers (CC) are typically configured as "nodes" of smaller scale at the intersection of arterial roads and other major thoroughfares. These developments provide local retail, professional office, and service-oriented businesses that serve the residents of Georgetown. While typically auto-oriented, pedestrian connections to the surrounding neighborhoods are provided. Well integrated residential developments, which encourage the interaction of residents and businesses, are appropriate and vertical mixed use encouraged. To promote the interaction of integrated and adjacent residential development, these areas emphasize quality building and site design, such as enhanced architectural features, landscaping, and prominent pedestrian facilities.

DUA: 14 or more

Target Ratio: 80% nonresidential, 20% residential

Primary Use: Small to mid-size retailers

Secondary Uses: Medium and high density residential, local restaurants, specialty retailers, professional office, and civic uses

Mixed-Density Neighborhood (MDN)

This category includes a blend of single-family and medium-density housing types. Medium density housing options are consistent with and complementary to the traditional single-family neighborhood with emphasis on connectivity and access to neighborhood amenities including schools and parks. Development standards for medium density housing and any nonresidential uses are in place to ensure compatibility through increased setbacks for taller buildings, architectural designs that are consistent with the neighborhood, location of more intense uses and development nearer to the edge of developments, and enhanced landscaping. Additionally, any non-residential uses are located primarily at arterials and other major roadway intersections and include appropriate buffering and pedestrian orientation to support the surrounding residents.

DUA: 5.1-14.0

Target Ratio: 80% residential, 20% nonresidential

Primary Use: Variety of single-family home types (detached, duplex, townhome)

Secondary Uses: Limited neighborhood-serving retail, office, institutional, and civic uses

Utilities

The subject properties are located within the City's service area for water and are within range to connect to the City's wastewater upon annexation. Additionally, it is located within the Pedernales Electric Cooperative (PEC) service area for electricity. Water and wastewater service is dependent upon the completion of several off-site infrastructure extensions. The applicant has applied for a development agreement with the City for accommodations to assist in the provision of public utilities.

Transportation

The subject properties are serviced by Shell Road, which is identified in the Overall Transportation Plan as a major arterial. Arterial streets provide traffic movement through and between different areas within the city and access to adjacent land uses. Access is more controllable because driveway spacing requirements are much greater and, if safety dictates, overall access can be limited to specific turning

movements. Major arterials connect major traffic generators and land use concentrations and serve much larger traffic volumes over greater distances. A 2021 bond has provided funding to expand Shell Road from Williams Drive, north to Sycamore Street, to a four-lane divided arterial road. There are currently no plans for road improvements north of Sycamore heading toward SH 195.

The western subject properties portion of the 2025-4-ANX application also have frontage along Shell Spur, which is classified in the Overall Transportation Plan as a Collector. These streets are intended to balance traffic between arterial streets and local streets. These streets tend to carry a high volume of traffic over shorter distances, providing access and movement between neighborhoods, parks, schools, retail areas and the arterial street system.

Proposed Zoning district

The Planned Unit Development (PUD) Development Plan proposes the following modifications to the base zoning districts:

General Commercial (C-3) base zoning district (For 2025-4-ANX only):
The General Commercial (C-3) zoning district is intended to provide a location for general commercial and retail activities that serve the entire community and its visitors. Uses may be large in scale and generate substantial traffic, making the C-3 District only appropriate along freeways and major arterials.

In addition to the development standards of C-3, the PUD makes the following modifications:

Standard	UDC	PUD
Use	-	The PUD prohibits a number of uses on both commercial lots as seen on pg. 2 & 3 of the Development Plan.
Fuel Sales	Fuel Sales requires an SUP in the C-3 zoning district.	Fuel Sales to be allowed by right limitations seen on pg. 4) on tract 5 of the PUD.

Low Density Multifamily (MF-1) base zoning district (Applicable to both 2025-4-ANX and 2025-12-ANX):
The **Low Density Multi-Family (MF-1)** zoning district is intended for attached and detached multi-family residential development, such as apartments, condominiums, triplexes, and fourplexes, at a density not to exceed 14 dwelling units per acre (DUA). The MF-1 District may be appropriate in the Moderate Density Residential area based on location, surrounding uses, and infrastructure impacts. Properties zoned MF-1 should have convenient access to major thoroughfares and arterial streets and should not route traffic through lower density residential areas. The MF-1 District is appropriate adjacent to both residential and non-residential districts and may serve as a transition between single-family districts and more intense multi-family or commercial districts.

In addition to the development standards of MF-1, the PUD makes the following modifications:

Standard	UDC	PUD
Maximum Density	14 DUA	NEW PROPOSED: 14 DUA Previous: 10 DUA (max 434 units)
Impervious Cover	50%	60%
Setback adjacent to RS	20′	NEW PROPOSED: 20′ Previous: 50′
Building Height	35 feet	125′ transition setback shall be established adjacent to SF lots on southern property line of tract 2 and western boundary of tract 1. Limited to two stories in height within this zone.
Architectural Standards	UDC 7.03 (possible articulation, three to five features form list)	NEW PROPOSED: Removed the minimum of two wall planes requirements. Kept the Same: building separation shall be a minimum of six feet. Previous: Front elevations shall contain a minimum of 2 wall planes per unit on the front elevation
Multi-Family Unit Regulations	-	- A condominium plat is required to be recorded prior to receiving a Certificate of Occupancy. - No vertically stacked units - Finished floor elevation no more than seven feet above natural grade - Increased setback for outdoor amenities to southern property line

High Density Multi-Family (MF-2) base zoning district (Applicable only to 2025-4-ANX):
The High Density Multi-Family (MF-2) zoning district is intended for attached multifamily residential developments, such as apartments and condominiums, at a density not to exceed 24 dwelling units per acre. The MF-2 District is appropriate in areas designated on the Future Land Use Plan as high density residential or one of the mixed-use categories. Properties zoned

MF-2 should have direct access to major thoroughfares and arterial streets and should not route traffic through lower density residential areas. The MF District is appropriate adjacent to both residential and non-residential districts and may serve as a transition between single-family districts and more intense commercial districts.

In addition to the development standards of MF-2 the PUD makes the following modifications:

Standard	UDC	PUD
Maximum Density	24 dwelling units per acre	NEW PROPOSED: 24 DUA Previous: Maximum of 434 total units
Impervious Cover	50%	60% (In the event tract 3 is developed with Multi-family, detached.)
Architectural Standards	UDC 6.02.080 and 090 – Minimum Building Separation of ten feet	Buildings shall be a minimum of six feet apart if compliant with Fire Code.

In addition to the modifications listed above, the PUD makes the following modifications applicable to the whole development (For both 2025-4-ANX and 2025-12-ANX):

Standard	UDC	PUD
Subdivision and Street Design	12.05.10, 12.05.20, 12.05.30 (standards pertaining to street network connections, street and block standards, and inter-parcel connectivity	12.05.10, 12.05.20, and 12.05.30 shall not apply to this project. Instead: i. A private drive, extending from Shell Road to Tract 1, shall be provided and constructed to Neighborhood Collector standards as defined in the UDC. ii. Two right-turn lanes shall be provided, one at an entrance from Shell Road, and one at an entrance from Shell Spur. No additional off-site improvements shall be required. iii. The extension of Falling Leaf Lane is not required; however, a connection may be made with a private access road or a public road extension.
Traffic Impact Analysis	12.09 – A Traffic Impact Analysis shall be required with any application for a	Traffic Impact Analysis of the UDC is not applicable to the PUD.

	subdivision, Site Plan, Stormwater Permit, or Driveway Permit, for which the proposed development generates traffic in excess of 2,000 average daily trips,	NOTE: The Developer is pursuing a Development Agreement with the City which will delineate the Traffic Improvements the developer will be responsible for.
Tree Preservation and Protection	8.02.030 – Preservation of Protected and Heritage Trees. Reference UDC section 8.02.030 for standards surrounding tree protection and mitigation.	a. Only on Tract 3 (The commercial site not slated for Fuel Sales), Heritage and Protected Trees may be removed by-right without a separate permit. It will still comply with the mitigation requirements of the UDC. NEW PROPOSED: Removed the following variances to Mitigation Requirements: b. Mitigation shall be provided at a 2:1 inch basis for the total diameter inches of Heritage Trees removed, measured at DBH c. Heritage Trees saved with no impact to excavation within ½ critical root zone and within park area shall count as 3 to 1 mitigation. Additional landscaping, irrigation, sod, plantings, granite trails, benches, tables, trash cans, etc. shall not impact the 3 to 1 mitigation and are encouraged. D. Saved protected trees that are 16" or greater get 2:1 mitigation credit E. Once mitigation by existing on-site credit trees and on-site replacement trees have been awarded, fee-in-lieu payment mitigation rate set by City

		Council pursuant to Chapter 8 of the UDC shall be reduced by 50%.
Tract 4- Fuel Sales Use	UDC Section 5.04 - Fuel Sales requires an SUP, which may impose additional site restrictions to ensure compatibility	-Tract 4 may be developed with one Fuel Sales Use by right -Increased setback -Enhanced buffer landscaping with trees - setbacks for underground storage tank -limits on lighting -limit to eight fuel pumps - Increased distance of pumps from residentially zoned property -limit on hours of operation

Intergovernmental and Interdepartmental Review

The proposed rezoning request was reviewed by all applicable City Departments to determine the appropriateness of the requested zoning on the subject property. The applicant is still in discussion with City Staff for the provision of Utility Services as part of the Development Agreement and includes the potential requirements (if approved) for the applicant to construct a lighted signal at the Shell Road and Shell Spur intersection.

Approval Criteria

Staff has reviewed the proposed rezoning request and has found that it complies with two, partially complies with two, and does not comply with one of the criteria established in UDC Section 3.06.030 for a Zoning Map Amendment, as outlined below:

ZONING MAP AMENDMENT (REZONING) APPROVAL CRITERIA	
1. The application is complete and the information contained within the application is sufficient and correct enough to allow adequate review and final action.	**Complies**
This application was reviewed by staff and deemed to be complete.	
2. The zoning change is consistent with the Comprehensive Plan.	**Partially Complies**
The subject property carries two Future Land Use Designations. The portion of the property closest to the intersection of Shell Road and Shell Spur is designated as Community Center, with the remaining portion designated as Mixed-Density Neighborhood. The subject request partially complies with the Comprehensive Plan by providing an opportunity to develop the commercial	

ZONING MAP AMENDMENT (REZONING) APPROVAL CRITERIA	
and medium density uses intended for these areas but lacks the design standards to ensure the built environment reflects the intended vision for each future land use designation. The proposed PUD offers three modified zoning districts: Low-density Multifamily (MF-1), High-Density Multifamily (MF-2), and General Commercial (C-3). Modifications to these zoning districts can be seen on pages five and six of this report and within the development plan. While the density of the MF-1 district aligns with the MDN future land use area, the site design standards within the PUD do not guarantee the overall development is consistent or complimentary to a traditional single-family neighborhood, as intended in the Comprehensive Plan. The multi-family could look similar to a single-family home or townhome but will not be required to provide public streets, public sidewalks internal to the development, or connectivity requirements of standard single-family developments. Further, the Comprehensive Plan calls for vertical mixed use when proposing a residential product in a Community Center. While the uses in both the C-3 and MF-2 zoning district proposed with this PUD can be appropriate, they aren't organized in a meaningful way as desired by the Comprehensive Plan.	
3. The zoning change promotes the health, safety or general welfare of the City and the safe orderly, and healthful development of the City.	**Does Not Comply**
The request will comply with the UDC for Health and Safety standards and generally be aligned with the standard requirements for multi-family, commercial, and fuel sales. The proposed Multi-Family is not aligned with the character of the area or what is recommended by the Comprehensive Plan.	
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 proposed C-3 zoning district is generally appropriate at the corner of Shell Spur and Shell Road. The PUD proposes that tract 4 (corner lot immediately adjacent to the intersection) would be allowed to develop a fuel sales site by right. Additional standards have been introduced to ensure a proper buffer is maintained between this future fuel sales site and the adjacent residential uses. The proposed Low-Density Multifamily (MF-1) district will allow for significantly denser residential development than what currently exists in the area with a maximum rate of 14 dwelling units per acre compared to the adjacent single-family uses that range from less than one unit per acre for the homesteads in the Logan Ranch Subdivision, to up to five units per acre in the Woodfield Preserve development.	
5. The property to be rezoned is suitable for uses permitted by the District that would be applied by the proposed amendment.	**Complies**
The subject property is large enough to support the proposed development. Water and electric infrastructure are accessible to connect to at the time of construction. Wastewater is not currently available at the site, but a 30-inch wastewater line is located approximately half a mile from the subject property, which the developer plans to extend and gain access to. The applicant has	

ZONING MAP AMENDMENT (REZONING) APPROVAL CRITERIA
indicated that while no formal plans for the extension have been submitted, they have worked out a solution to bring wastewater to the site. There are no other natural or man-made barriers that would impede development on this site.

In addition to the rezoning criteria above, staff has reviewed the request and determined that the proposed request complies with one, partially complies with one, and does not comply with four of the criteria and objectives established in UDC Section 3.06.040 for a Planned Unit Development (PUD), as outlined below:

PLANNED UNIT DEVELOPMENT (PUD) APPROVAL CRITERIA	
1. A variety of housing types, employment opportunities, or commercial services to achieve a balanced community.	**Partially Complies**
While the proposed PUD does provide three separate land use types, it does not introduce development standards that differentiate the project from standard MF zoning. The provision of General Commercial zoning along Shell Road has the potential to increase the variety of commercial uses seen in the area.	
2. An orderly and creative arrangement of all land uses with respect to each other and to the entire community.	**Does Not Comply**
The proposed PUD orders its zoning districts in a logical fashion. The commercial is placed at the intersection of Shell Road and Shell Spur with the High-Density and Low-Density multifamily placed behind it to create some transition into adjacent residential areas but does not provide enough transitional standards to ensure a harmonious transition. The PUD does not utilize a creative or orderly layout in terms of development standards internal to the development. The PUD lacks specific development standards to ensure the site design provides an enhanced sense of place within the development, compared to what is typically seen in multi-family developments.	
3. A planned and integrated comprehensive transportation system providing for a separation of pedestrian and vehicular traffic, to include facilities such as roadways, bicycle ways, and pedestrian walkways.	**Does Not Comply**
The proposed PUD utilizes default MF zoning districts without additional standards internal to the site that would provide for a transportation network aligned with the standards of the UDC. The PUD does not enhance the transportation standards applicable to Multi-Family and Commercial zoning and will have a lower amount of pedestrian and vehicular facilities than a typical RS neighborhood.	
4. The provisions of cultural or recreational facilities for all segments of the community.	**Does Not Comply**
The proposed PUD does not provide standards that will ensure the provision of cultural or recreational facilities for the community. The multi-family portion of the PUD will provide common area amenities to be utilized by the residents of this PUD, but those will not serve the greater community. Additionally, all internal streets and sidewalks will be private, limiting access	

PLANNED UNIT DEVELOPMENT (PUD) APPROVAL CRITERIA	
by the greater community. The PUD does not provide parkland and will instead pay a fee in lieu, missing an opportunity to provide public parkland for the surrounding community. The PUD does not alter the C-3 zoning district to require common spaces, promenades, outdoor seating, playgrounds, or other enhanced amenities in connection with any future commercial development.	
5. The location of general building envelopes to take maximum advantage of the natural and manmade environment.	**Does Not Comply**
The PUD does not provide sufficient standards with which building envelopes will take advantage of the natural and manmade environment. While the General Commercial (C-3) zoning district is situated appropriately along Shell Road and Shell Spur, its standards are not modified beyond what is required in the UDC to better contextualize buildings within the commercial zone to the area. The PUD has a large group of Heritage and Protected Trees in the southwestern portion of the site. No standards are added to the PUD to ensure that building envelopes will be situated around these trees, nor an enhanced or clear path with which additional trees will be saved beyond the reduced mitigation already proposed within the PUD.	
6. The staging of development in a manner which can be accommodated by the timely provision of public utilities, facilities, and services.	**Complies**
Staff does not foresee any issues with which development could be inhibited regarding public utilities. The property will be dependent on wastewater to be constructed to the west in the Single-Family development currently being planned for construction.	

Meetings Schedule

February 3, 2026 – Planning and Zoning Commission
February 24, 2026 – City Council First Reading of the Ordinance
MEETING NOT YET SCHEDULED – City Council Second Reading of the Ordinance

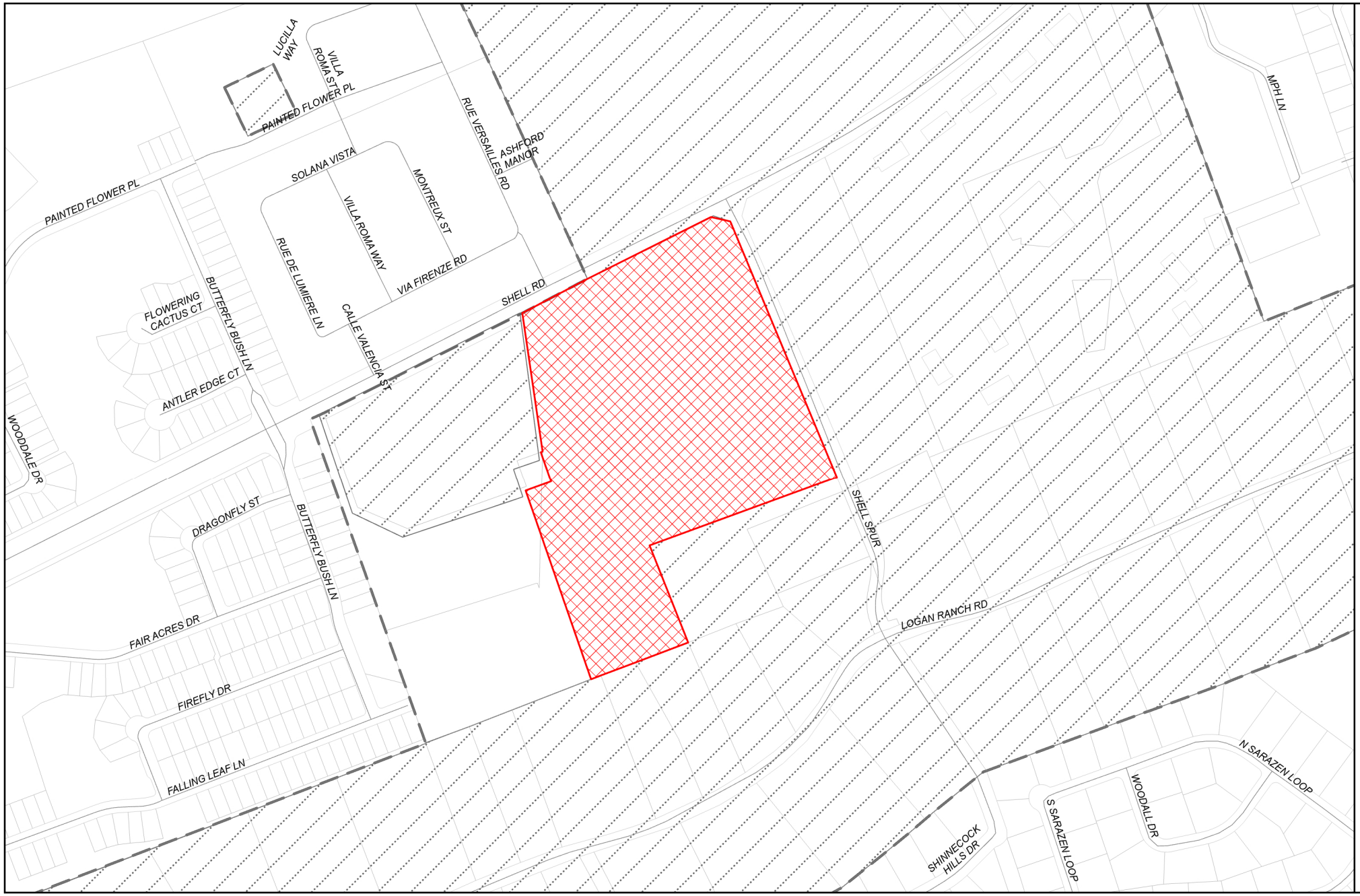
Public Notification

As required by the Unified Development Code, all property owners and registered neighborhood associations within a 300-foot radius of the subject property were notified of the Zoning Map Amendment request (14 notices), a legal notice advertising the public hearing was placed in the Sun Newspaper (1/18/2026) and signs were posted on-site. As of Tuesday February 17, 2026 at 12 PM, staff has received 0 written comments in favor, and 4 in opposition to the request (Exhibit 6).

Attachments

Exhibit 1 – Location Map
Exhibit 2 – Future Land Use Map
Exhibit 3 – Zoning Map

Exhibit 4 – (Revised) PUD Development Plan
Exhibit 5 – Letter of Intent
Exhibit 6 – Public Comments



GEORGETOWN
TEXAS
more than welcome

Location

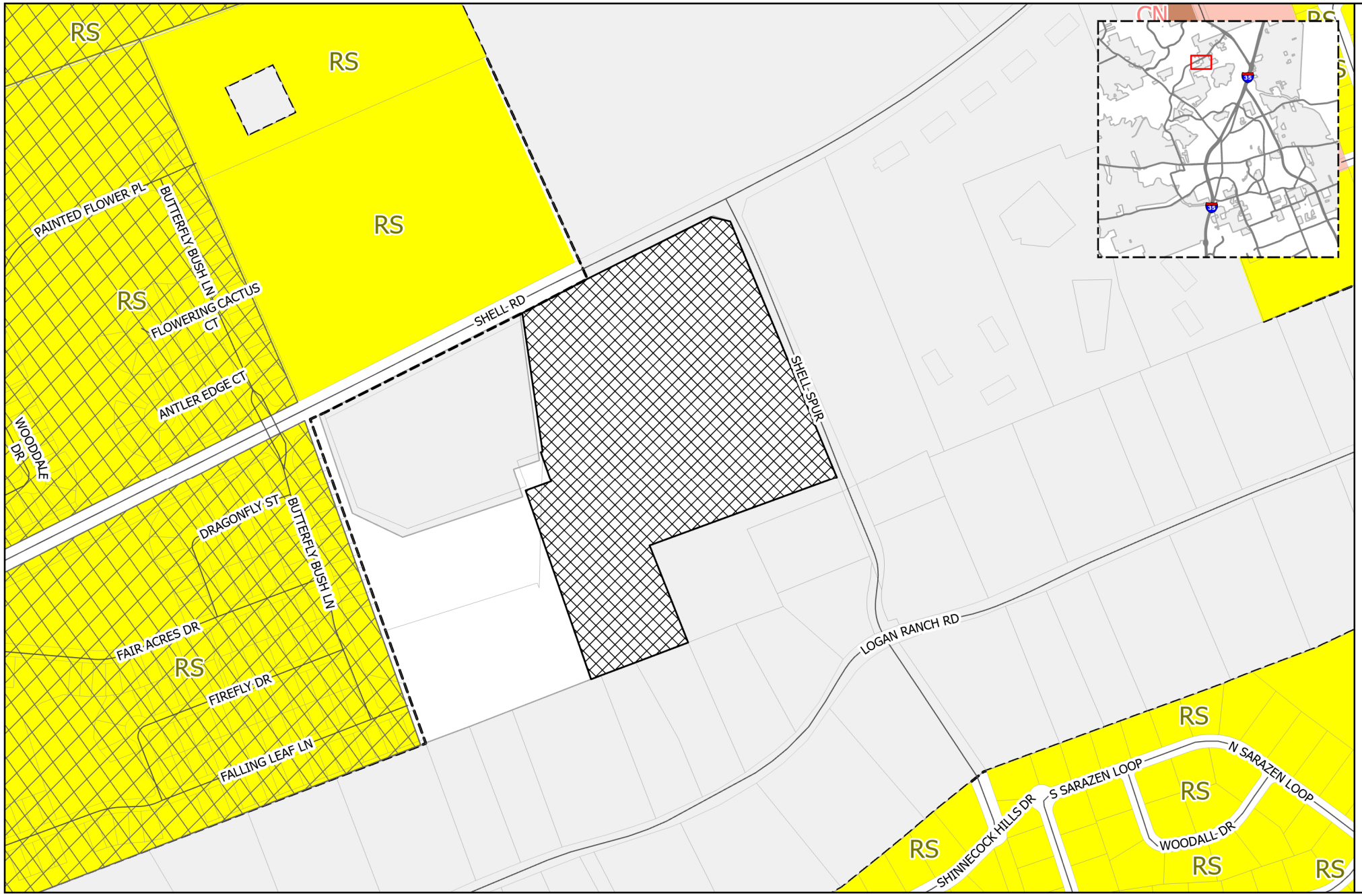
2025-4-ANX

Exhibit #1

- Site
- Parcels
- City Limits
- Georgetown ETJ

N

0 250 500 Feet



GEORGETOWN
TEXAS
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Zoning

2025-4-ANX

Exhibit #3

- Site
- PUD
- Courthouse View Overlay
- Old Town Overlay
- Historic Overlay
- Downtown Overlay
- Gateway Overlay
- Parcels

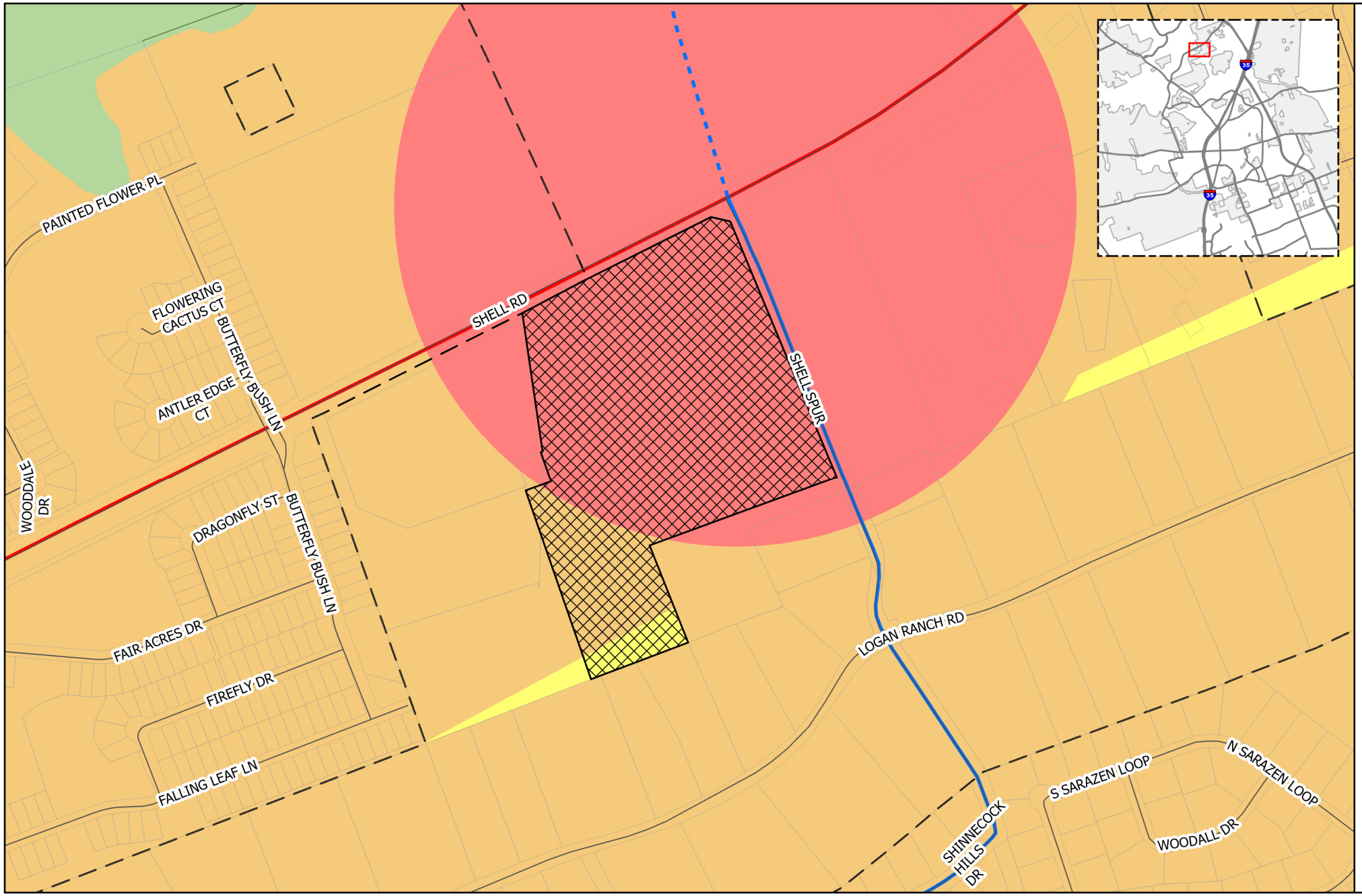
Zoning

ZONE

- AG -Agriculture
- BP - Business Park
- C-1 - Local Commercial
- C-3 - General Commercial
- CN - Neighborhood Commercial
- IN - Industrial
- MF-1 - Low-Density Multi-family
- MF-2 - High-Density Multi-family
- MH - Manufactured Housing
- MU-DT - Mixed-Use Downtown
- OF - Office
- PF - Public Facility
- RE - Residential Estate
- RL - Residential Low-Density
- RS - Residential Single-Family
- TF -Two-Family
- TH -Townhouse
- City Limits
- Georgetown ETJ

0 250 500 Feet

N



GEORGETOWN TEXAS
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Future Land Use/ Future Mobility Plan

2025-4-ANX

Exhibit #3

- Site
- Parcels
- City Limits

Thoroughfare

CLASS

- Existing Freeway
- Existing Major Arterial
- Existing Minor Arterial
- Existing Collector
- Proposed Freeway
- Proposed Major Arterial
- Proposed Minor Arterial
- Proposed Collector
- Proposed Rail

Future Land Use

FLU

- Community Center
- Employment Center
- Institutional
- Mining
- Mixed Density Neighborhood
- Neighborhood
- Open Space
- Parks and Recreation
- Regional Center
- Rural Residential
- Special Area
- Georgetown ETJ

0 250 500 Feet

N

Shell Spur Tract
Planned Unit Development
Development Plan

A. PROPERTY

The Shell Spur Tract Planned Unit Development (PUD) District is located at the southwest intersection of Shell Road and Shell Spur. It consists of approximately 28.93 acres described in **Exhibit B, Survey/Field Notes**, herein defined as "Property".

B. PURPOSE

The purpose and intent of the PUD zoning district is to develop a horizontally integrated mixed-use community with a mix of low and high density multi-family residential and commercial uses. This PUD serves to augment and/or modify the standards for development outlined in the City of Georgetown Unified Development Code (UDC) in order to implement the vision for the Property and insure a cohesive, quality development not otherwise achieved solely by the underlying base zoning district.

A Land Use Plan has been attached to this PUD, **Exhibit C, Conceptual Land Use Plan**, to illustrate the design intent for the Property. The Conceptual Land Use Plan is intended to serve as a guide to illustrate the general community vision and design concepts and is not intended to serve as a final document. The Conceptual Land Use Plan depicts residential products, open space areas and non-residential uses which are contemplated within the community.

C. APPLICABILITY AND BASE ZONING

All aspects regarding the development of this PUD shall comply with the UDC, and other applicable provisions in the City's Code of Ordinances in place at the time of the effective date of the annexation of the Property, except as modified within this PUD or the exhibits attached to the PUD Ordinance. Each development within this PUD shall conform to a base zoning district per UDC Section 4.06.010.A "Compatibility with Base Zoning District."

1. Base Zoning

This PUD will have three character and use zones, as described below:

a. **Tract 1** – Low Density Multifamily (MF-1) base zoning.

b. **Tract 2 –** High Density Multifamily (MF-2) base zoning.

c. **Tract 3**– General Commercial (C-3) base zoning.

d. **Tract 4 –** General Commercial (C-3) base zoning.

In the case that this PUD does not address a specific City requirement, the Georgetown UDC and other Ordinances noted above shall apply. In the event of a conflict between the regulations of this PUD and the regulations of the base zoning district, the PUD shall control.

D. CONCEPTUAL LAND PLAN

A Land Use Plan has been attached to this PUD, **Exhibit C, Conceptual Land Use Plan**, to illustrate the design intent for the Property. The Conceptual Land Use Plan is intended to serve as a guide to illustrate the general community vision and design concepts and is not intended to serve as a final document. The Conceptual Land Use Plan depicts residential products, open space areas and non-residential uses which are contemplated within the community.

E. LAND USES

The uses allowed within the PUD Area(s) below shall comply with the list of allowed and prohibited uses defined in the UDC Zoning Use Figures and Tables, with the following exceptions;

Tract 2- Multi family, Detached Dwelling Unit shall be a permitted use.

Tract 3- The following uses shall be prohibited:
- Multifamily, Attached Dwelling Units
- Motel
- Hotel, Extended Stay
- Hotel, Boutique
- Hotel, Full Service
- Hotel, Limited Service
- Dance Hall or Night Club
- Major Event Entertainment
- Event Facility
- Driving Range

- Firing Range, Indoor
- Laundromat
- Small Engine Repair
- Funeral Home
- Self Storage, Outdoor
- Self Storage, Indoor
- Manufactured Housing Sales
- Automobile Sales, Rental or Leasing Facility
- Commercial Vehicle Sales, Rental or Leasing Facility
- Automobile Parts and Accessories Sales, Outdoor
- Automobile Repair and Service, General
- Fuel Sales
- Recreational Vehicle Sales, Rental or Service
- Heliport
- Bus Barn
- Parking Lot, Off-Site
- Parking Lot, Commercial
- Park-n-Ride Facility
- Private Transport Service Dispatch Facility
- Transit Passenger Terminal
- Lumber Yard
- Seasonal Product Sales
- Blood or Plasma Center
- Flea Market
- Pawn Shop
- Personal Services, Restricted
- Kennel
- Live Music or Entertainment
- Correctional Facility
- Recreational Vehicle Sales, Rental or Service
- Car Wash

Tract 4 –

All uses prohibited for Tract 3, listed above, shall also be prohibited for Tract 4, with the following exception:
Fuel Sales shall be permitted as a limited use on Tract 4 shown in Exhibit D with the standards and limitations outlined below and as shown on Exhibit D:

1. Bufferyard:
    a. A 6’ high opaque screening wall shall be provided along the south property line.
    b. One shade tree, two evergreen ornamental trees and eight evergreen shrubs shall be provided every 50 linear feet of buffer yard on the southern property line.
    c. Provisions a & b above do not apply to areas used for driveway and/or cross access.

2. Setback:
    a. A 30’ rear setback from the southern property line shall be required.
    b. Drive aisles, light fixtures, and garbage storage/dumpsters may be located within a required setback but not the required bufferyard.

4. Underground storage tank setback:
    An underground storage tank shall not be located within 150' of a residentially zoned property line except in instances where there is a building located between the fuel tank and the residentially zoned property line. In no instance shall a storage tank be located within 100' of a residentially zoned property line.
5. Lighting:
    a. Section 7.04 – Lighting Standards shall apply to the Property.
    b. All site lighting must be designed and installed so that the level of illumination as measured in foot candles at a height of three feet at the property line does not exceed one-foot candles.

6. Fuel Positions:
    a. No more than 8 multi-fuel dispensers shall be permitted.
    b. Separate high-floor diesel islands meant to service large vehicles, similar to semi-trucks, shall be prohibited.

7. Architectural Standards:
    a. The fuel canopy shall be constructed of similar materials and color palate to the primary structure.
    b. A fuel canopy shall not be located within 100' of a residentially zoned property line except in instances where there is a building located between the fuel tank and the residentially zoned property line. In no instance shall a fuel canopy be located within 100' of a residentially zoned property line.
8. Hours of operation:
    a. The Fuel Sales use shall only operate between the hours of 5 am-12am.

F. DEVELOPMENT STANDARDS

1. Building Height:

a. Tract 1 –

i. A 125' Transition Setback shall be established adjacent to single-family platted lots to the southern property line for Tract 1 (the "Transition Zone") as shown on Exhibit C. The transition setback shall limit new development to 2-stories and up to thirty-five feet (35') in height.

ii. Finished floor elevation will be no more than 7 feet above natural grade prior development.

iii. Residential units may not be vertically stacked and each unit must have a ground-floor entrance.

2. Impervious Cover:

a. Tract 1 --The impervious cover limit for the MF-1 residential portion of the Property is set at 60 percent (60%) impervious coverage.

b. Tract 2 -- In the event that a Multifamily, Detached Dwelling Units use is developed on Tract 2, the impervious cover will be a maximum of 60%.

c. Tracts 1-4 --

i. The maximum allowable impervious cover shall be determined based on the overall property acreage of 28.93 acres.

ii. The impervious cover allowed for this development shall not exceed 718,762 if Tract 2 is developed as a Multifamily, Attached Dwelling Unit use or 776,087 SF if Tract 2 is developed as a Multifamily, Detached Dwelling Units use.

iii. The square feet of impervious cover will be allocated for the individual lots and shall be tracked by the developer, initially, and ultimately by the property owner's association, once formed.

3. Building Design Standards:

All new structures within this Development shall be in conformance with the applicable provisions in UDC Chapter 6 and 7 with the following amendments:

a. **Tract 1**- A condominium plat is required to be recorded in line with Texas Property Code Chapter 82 prior to receiving a Certificate of Occupancy or a building final inspection.

b. **Tract 1 & 2 –**

i. The building separation shall be a minimum of 6', so long as all applicable fire codes are met.

ii. In the event that a Multifamily, Detached Dwelling Units use is developed on Tract 2, The building separation shall be a minimum of 6', so long as all fire codes are met.

G. VEHICULAR ACCESS AND CIRCULATION

1. Vehicular access:

a. The driveway and roadway connections shown on Exhibit C along Shell Road and Shell Spur are permitted by right for full access connections in the locations shown, Minor adjustments to the exact driveway or roadway connections are permissible, if the driveway spacing meets or exceeds the minimum of 425 feet on Shell Road and 360 feet on Shell Spur.

i. Driveway spacing for private driveways from public roadway shall be measured from the edge of the existing pavement to the center of the driveway.

ii. Driveway spacing for private dirveways shall be measured from center of driveway to center of driveway.

iii. The developer acknowledges that full access may be removed with the construction of the full build-out of Shell Road as contemplated in the City of Georgetown Future Mobility Plan.

b. Section 12.05.010, 12.05.020 and 12.05.030 of Chapter 12 of the UDC is not applicable to the PUD and is replaced with the following requirements:

i. A private drive, extending from Shell Road to Tract 1, shall be provided and constructed to Neighborhood Collector standards as defined in the UDC.

ii. Two right-turn lanes shall be provided, one at an entrance from Shell Road, and one at an entrance from Shell Spur.

iii. Section 12.09- Traffic Impact Analysis of the UDC is not applicable to the PUD.

iv. Vehicular access must comply with all applicable fire codes.

v. Driveway/ access must meet sight distance requirements.

H. LANDSCAPE AND BUFFER REQUIREMENTS

Landscaping for this Development shall be in conformance with Chapter 8 of the UDC unless otherwise stated in this Development Plan.

1. **Tract 1—southern property line only**
   - **a.** A medium level bufferyard adjacent to existing single-family platted lots to the south shall consist of the following, as shown on Exhibit C:
     - A 15-foot wide planting area;
     - One shade tree, two evergreen ornamental trees and eight evergreen shrubs per each 50 linear feet of bufferyard.
   - **b.** Fences may be installed within the bufferyard to create private backyards for residential units.
   - **c.** When easements and cross-access conflict with bufferyard requirements, the tree planting area shall be set back to accommodate the planting of shade trees.
   - **d.** Bufferyard may include accessory structures such as sheds.

I. TREE PRESERVATION AND PROTECTION

Tree preservation and protection for this Development shall be in conformance with Chapter 8 of the UDC unless otherwise stated in this Development Plan:

1. **Tract 3-- Removal of Heritage Trees:**
   - **a.** Heritage Trees may be removed by-right without a Tree Removal Permit.

J. PARKLAND AND COMMON AMENITY AREA

1. **Parkland:**

   Parkland obligations shall be satisfied through fee-in-lieu per UDC Section 13.08 Parkland.

2. **Common Amenity Areas for Tracts 1 & 2:**

   - **a.** Common amenity areas shall be provided for the enjoyment of residents

within this PUD. A 5' sidewalk shall be provided along one side of all private roadways within this PUD to provide pedestrian access to amenities.

b. A minimum of two (2) amenities shall be provided for Tract 2.

c. A minimum of one (1) amenity shall be provided for Tract 1.

d. All amenities shall be maintained by the onsite property management, Condominium Association, or Home Owners Association.

e. Amenity elements may be used multiple times and within the same vicinity and may include:

- Pool and spa
- Picnic areas
- Landscaped seating areas
- Fenced dog park
- Outdoor game area
- Indoor workout area
- Outdoor workout area
- Community garden
- Amenitized heritage tree grove
- Pavilion
- Trails
- Tennis Court
- Pickleball Court
- Basketball Court
- Workout stations
- Turf play lawn
- Water and electrical connections to accommodate a food truck.
- Splash Pad
- Community Art
- Garden with on-site educational materials providing information about the flora and/or fauna of the garden area.
- Any other amenity as approved by City of Georgetown staff.

f. No outdoor grills and/or fire pits which are community amenities shall be closer than 150' from the southern property boundary. This does not apply to grills or fire pits used by individual residents as part of the use and enjoyment of their residential unit or home.

g. Any pool, spa and/ or a splash pad shall be no closer than 100' from the southern property line

h. All outdoor amenities shall operate no later than 10 pm.

K. UTILITY PROVISIONS

a. Existing well- Any existing wells on the Property shall not be used as a water resource for any development within the Property.

b. Water Meter—For purposes of applying water meter regulations, Tract 1 shall be served with 1 (one) master water meter and may share a master meter with an

adjacent property, so long as no more than 521 total residential units utilize the master meter..

L. PUD MODIFICATIONS

In conformance with section 4.06.010.d.3 of the UDC, modifications to this development plan shall require city council approval of an amendment to this PUD processed pursuant to section 3.06 of the UDC, except, where the director of planning determines such modifications to be minor, the director may authorize such modifications. Minor modifications may include changes to building sizes, uses, or locations providing those modifications conform to the general intent of this PUD, uses authorized by this PUD, or to applicable provisions of the UDC and any other applicable regulations. So long as the C-3 acreage is maintained at a minimum of 4.9 acres, a deviation of up to +/- 15% of the acreage for the base zoning districts shall be approved by the Director as a minor modification.

M. LIST OF EXHIBITS

- **Exhibit A** – PUD Development Plan
- **Exhibit B** – Legal Description
- **Exhibit C** – Conceptual Land Plan
- **Exhibit D**—Fuel Sales Use

FIELD NOTES FOR A 28.93 ACRE TRACT OF LAND

A **28.93 acre** tract of land, located in the William Roberts Survey, Abstract 524, Williamson County, Texas, and being a portion of a called 43.13 acre tract of land described of record in Document No. 2021191971 of the Official Public Records of Williamson County, Texas. Said **28.93 acre** tract being more particularly described by metes and bounds as follows:

BEGINNING at a found ½" iron rod with a red plastic cap stamped "RPLS 1847" in the southeast right-of-way line of Shell Road, at the northeast corner of a called 10.03 acre tract of land as conveyed to Grace Bible Church of record in Document No. 2008093127 of the Official Public Records of Williamson County, Texas, a northwesterly corner of said 43.13 acre tract and the tract described herein;

THENCE: **N 63° 18' 24" E**, with said right-of-way line and a northwest line of said 43.13 acre tract, a distance of **828.10 feet** to a found ½" iron rod at the west end of a cutback at the intersection of the southeast right-of-way line of Shell Road and the southwest right-of-way line of Shell Spur, for the most northerly corner of said 43.13 acre tract and the tract described herein;

THENCE: **S 71° 39' 10" E**, with said cutback and a northerly line of said 43.13 acre tract, a distance of **70.67 feet** to a found ½" iron rod at the east end of said cutback, for a northerly corner of said 43.13 acre tract and the tract described herein;

THENCE: With the southwest right-of-way line of Shell Spur and the northeast line of said 43.13 acre tract, the following three (3) courses:

1. **S 26° 45' 24" E**, a distance of **50.09 feet** to a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for a point of curvature,
2. With a non-tangent curve to the right having a radius of **2647.95 feet**, an arc length of **196.34 feet**, a delta angle of **4° 14' 54"** and a chord bearing **S 24° 17' 49" E**, a distance of **196.30 feet** to a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for a point of non-tangency, and
3. **S 22° 10' 08" E**, a distance of **823.76 feet** to a found ½" iron rod with an aluminum cap for the northeast corner of Lot 1 of the Shellridge Subdivision of record in Cabinet L, Slide 157 of the Plat Records of Williamson County, Texas, for the most easterly southeast corner of said 43.13 acre tract and the tract described herein;

THENCE: Departing the southwesterly right-of-way line of Shell Spur Road and with the common line between said Lot 1 and said 43.13 acre tract, the following two (2) courses:

1. **S 68° 12' 36' W**, a distance of **753.84 feet** to a found ½" iron rod for corner, and
2. **S 20° 58' 05" E**, a distance of **381.67 feet** to a found ½" iron rod at the northwest corner of Lot 31-A of Logan Ranch, Section 1 Resubdivision of record Cabinet I, Slide 40 of the Plat Records of Williamson County, Texas, the northeast corner of Lot 32-B Logan Ranch, Section 1 Resubdivision of record Cabinet DD, Slide 380 of the Plat Records of Williamson County, Texas, at the southwest corner of said Lot 1, for the most southerly southeast corner of said 43.13 acre tract and the tract described herein;

THENCE: **S 69° 01' 34" W**, with the southerly line of said 43.13 acre tract and the northwesterly lines of Logan Ranch Section 1 Subdivision and Resubdivisions of record in the following plats; Cabinet DD, Slide 380, Cabinet E, Slide 7 and Cabinet G, Slide 207, all of the Plat Records of Williamson County, Texas, a distance of **402.34 feet** to a point in the northwesterly line of Lot-33 of said Logan Ranch Section 1 Subdivision of record in Cabinet E, Slide 7, and for the southwest corner of the tract described herein;

THENCE: Into said 43.13 acre tract, the following two (2) courses:

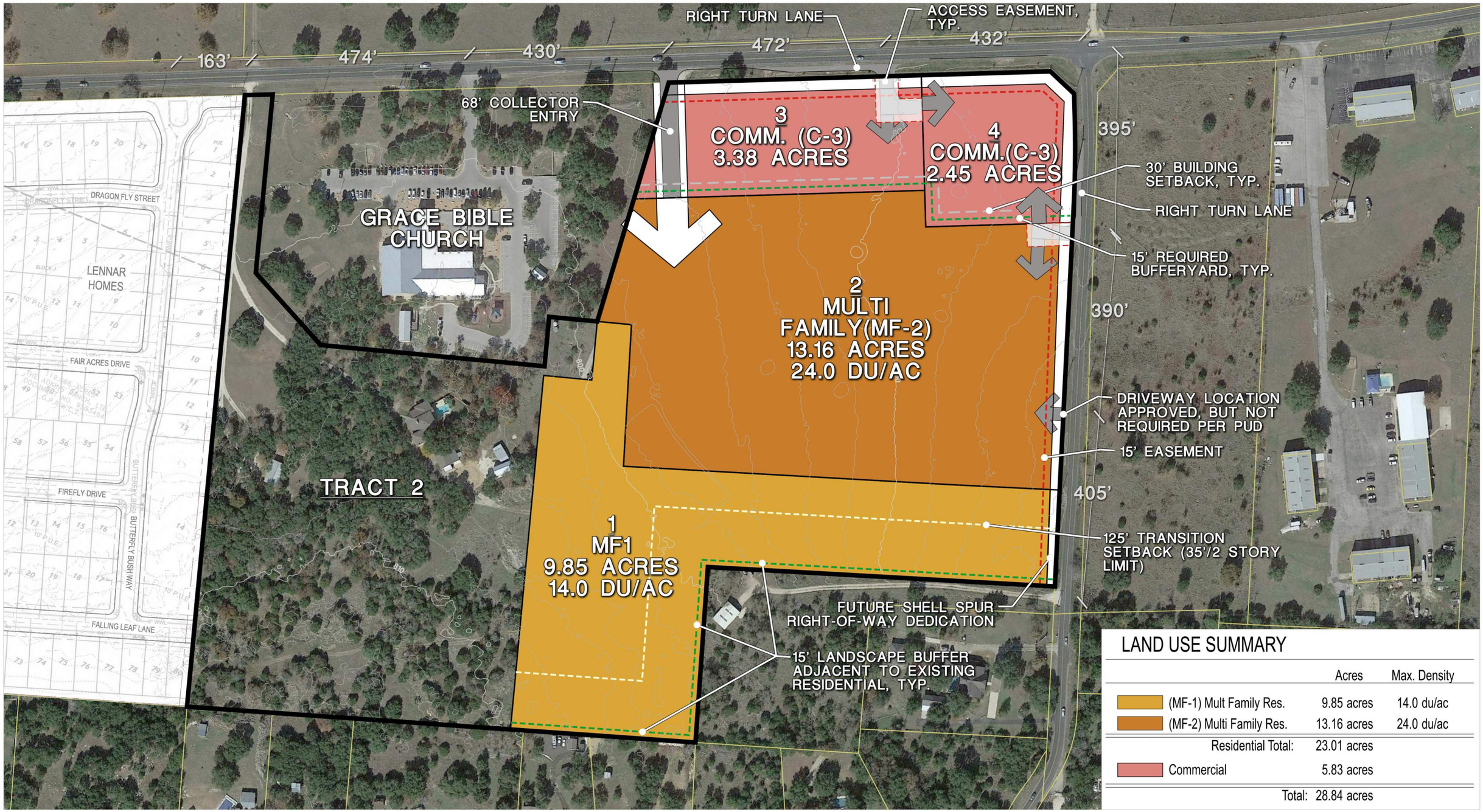
1. **N 19° 38' 45" W**, a distance of **771.48 feet** to a point for corner,
2. **N 70° 28' 10" E**, a distance of **104.90 feet** to a point for corner, and
3. **N 19° 38' 35" W**, a distance of **127.80 feet** to a found ½" iron rod with a red plastic cap stamped "RPLS 1847" for the most easterly southeast corner of said 10.03 acre tract for an angle of said 43.13 acre tract and of the tract described herein;

THENCE: **N 08° 20' 59" W**, with the common line between said 10.03 acre tract and said 43.13 acre tract, a distance of **540.72 feet** to the **POINT OF BEGINNING** and containing **28.93 acres of land**, situated in Williamson County, Texas.

Note: The basis of bearing was established using the Trimble VRS Network, NAD (83), Texas State Plane Coordinate System, Central Zone, 4203, US Survey Foot, Grid.

Job # 24-4072 – 28.93 Acres

Date: November 20, 2025



LAND USE SUMMARY

	Acres	Max. Density
(MF-1) Mult Family Res.	9.85 acres	14.0 du/ac
(MF-2) Multi Family Res.	13.16 acres	24.0 du/ac
Residential Total:	23.01 acres	
Commercial	5.83 acres	
Total:	28.84 acres	

EXHIBIT C
CONCEPT PLAN
SHELL ROAD TRACT

NOVA 368, LLC
GEORGETOWN, TEXAS

North

0 100' 200' 400'

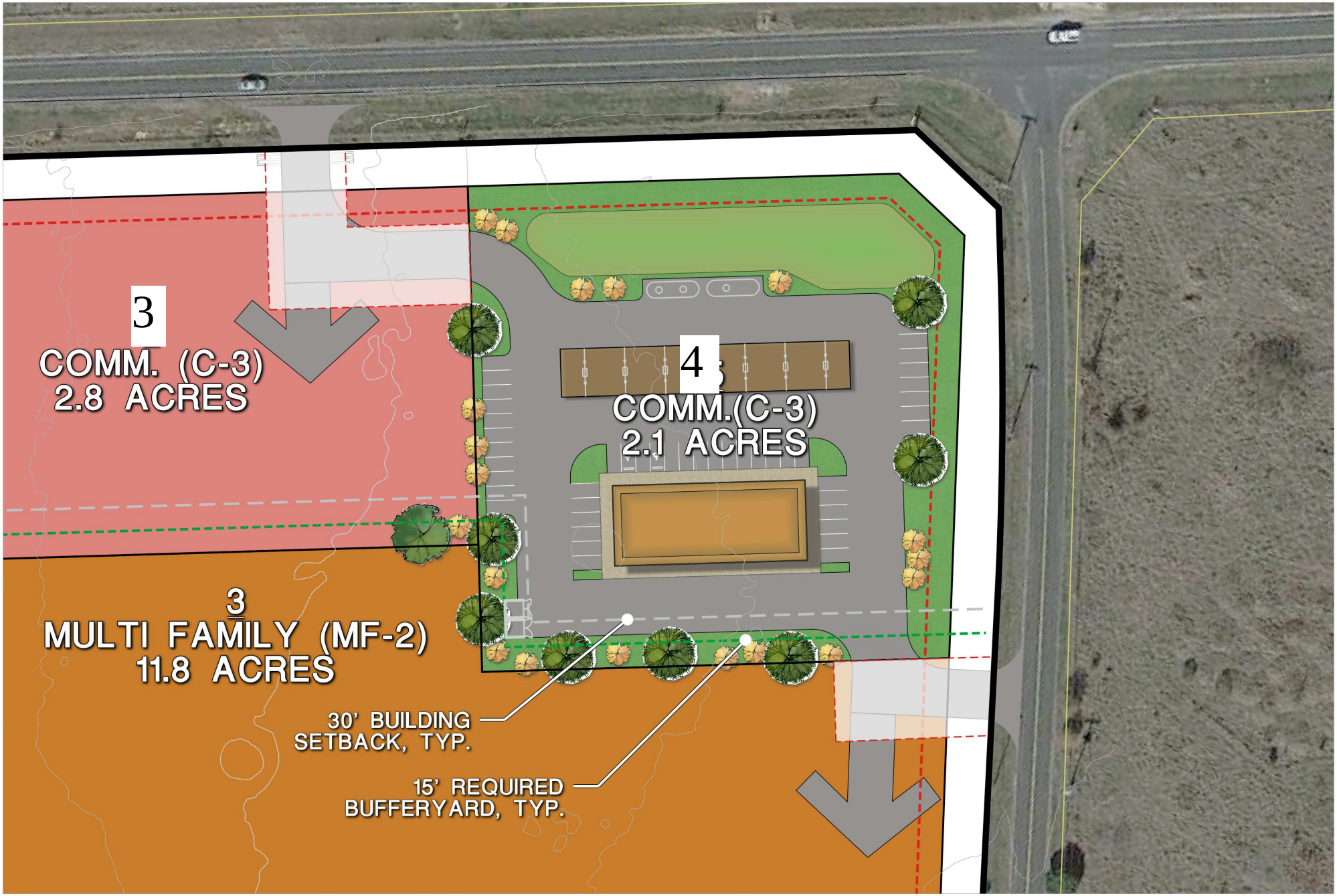
Scale: 1" = 200'

Date: November 21, 2025

SEC Planning, LLC
Land Planning + Landscape Architecture + Community Branding
AUSTIN, TEXAS
t 512.246.7003
www.secplanning.com + info@secplanning.com

SHEET FILE: K:\230103-LDMDC\Cadfiles\PLANNING\Submittals\2025-11_PUD Concepts\Concept Plan.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.



0 40' 80' 120'

North

Scale: 1" = 80'
Date: March 14, 2025

SEC Planning, LLC
Land Planning + Landscape Architecture + Community Branding

AUSTIN, TEXAS
t 512.246.7003
www.secplanning.com + info@secplanning.com

PARCEL 5-C STORE SITE PLAN

NOVA 368, LLC
GEORGETOWN, TEXAS

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Base mapping compiled from best available information. All n
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subject to change. This land plan is conceptual in nature anc
represent any regulatory approval. Plan is subject to change.

HD | BROWN

November 20, 2025 (Revised)

Kelly Trietsch
Chief Development Officer
City of Georgetown Planning Department
809 Martin Luther King Jr Street
Georgetown, TX 78626

RE: Request for an annexation into Georgetown with an associated Planned Unit Development (PUD) Agreement; ~28.93 acres generally located at 2200 Shell Road (a portion of WCAD parcel R323695 (the "Property")

Dear Ms. Trietsch,

As representative of the owner of the above stated Property we respectfully submit the attached application for an annexation with an initial zoning of a PUD on the Property. The Property is contiguous to the current city limits on the western boundary and is currently undeveloped. The purpose of the annexation and associated PUD zoning is to allow for the development of high-quality residential and commercial uses and to access the City of Georgetown wastewater infrastructure. This annexation application is associated with, and will run concurrently with, the Shell Spur Tract PUD-Tract 2 application.

It is the priority of the Property owner to be a customer of the City of Georgetown's wastewater infrastructure, which requires annexation into the full purpose jurisdiction of the City of Georgetown. Since the Property is not currently in the City of Georgetown's full purpose jurisdiction, the only option to access wastewater infrastructure is to pursue an on-site wastewater TLAP permit through the Texas Commission on Environmental Quality (the "TCEQ Permit"). The property owner has been pursuing this permit since December 2023. However, after coordinating with the community, it is apparent that it is also the community's priority that this project be a customer of the City of Georgetown's wastewater infrastructure, as opposed to pursuing a TCEQ Permit. Considering the Property owner and the community are aligned in this priority, we submit the attached annexation application and, if approved, will withdraw the TCEQ on-site wastewater TLAP permit application.

The applicant reserves the right to pull this annexation application from consideration at any time during the proceedings. With this signed petition for voluntary annexation, the landowner understands that construction of any capital improvements necessary for development on the property will not be the responsibility of the City of Georgetown if approved for annexation; rather, such improvements will occur through non-City financial assistance through the subdivision and construction process.

214-695-9219 | AMANDA.BROWN@HDBROWNCONSULTING.COM HDBROWNCONSULTING.COM

Below outlines how this application complies with the criteria for the annexation & PUD application.

This request complies with the criteria of UDC 3.25.030 for an annexation:

1. **The application is complete, and the information contained within the application is sufficient and correct enough to allow adequate review and final action.**

   All items required by the Annexation Checklist have been included with this submittal.

2. **The annexation promotes the health, safety or general welfare of the City and the safe, orderly, and healthful development of the City.**

   The proposed land plan presents an orderly and safe arrangement of uses and provides enhanced buffering where appropriate.

   Additionally, upon approval of the annexation application and a wastewater service commitment from the City of Georgetown, the TCEQ Permit will be withdrawn.

3. **Consistency with the City's adopted long range plans and annexation policies.**

   The Property's Future Land Use designation is a combination of Community Center and Mixed Density Neighborhood. Community Center calls for a combination of neighborhood serving commercial uses as a primary use and high density residential as a secondary use. The proposed land use plan proposes a combination of MF-2 and C-3 zoning which complies with the Community Center goals. The Mixed Density Neighborhood calls for missing middle housing, such as townhomes, duplexes, etc, which is achieved by the proposed PUD by the MF-1 tract.

The request meets the approval criteria for a Zoning Map Amendment outlined in UDC Section 3.06.030:

1. **The application is complete and the information contained within the application is sufficient and correct enough to allow adequate review and final action.**

   All items required by the Annexation Checklist have been included with this submittal.

2. **The zoning change is consistent with the Comprehensive Plan;**

   The Property's Future Land Use designation is a combination of Community Center and Mixed Density Neighborhood. Community Center calls for a combination of neighborhood serving commercial uses as a primary use and high density residential as a secondary use. The proposed land use plan proposes a combination of MF-2 and C-3 zoning which complies with the Community Center goals. The Mixed Density Neighborhood calls for

missing middle housing, such as townhomes, duplexes, etc, which is achieved by the proposed PUD by the MF-1 tract.

3. **The zoning change promotes the health, safety or general welfare of the City and the safe orderly, and healthful development of the City.**

   The proposed land plan presents an orderly and safe arrangement of uses and provides enhanced buffering where appropriate. Additionally, upon approval of the annexation application, the TCEQ Permit will be withdrawn.

4. **The zoning change is compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood.**

   The proposed PUD zoning is designed to complement the fabric of the existing neighborhood by providing compatible, missing-middle housing near the existing single-family neighborhoods and increases in intensity to higher density residential and commercial closer to the intersection of Shell Spur and Shell Road. Shell Spur is an existing collector and Shell Road is an existing major arterial, making an appropriate intersection for the proposed commercial development. Additionally, several enhancements to the PUD have been included to further ensure compatibility with the adjacent residential neighborhoods as shown in the code comparison table and Exhibit C.

5. **The property to be rezoned is suitable for uses permitted by the district that would be applied by the proposed amendment.**

   The Property is of appropriate size, has access to necessary utilities and is situated at the hard corner of two large roadways, making it suitable for uses permitted by the proposed base zoning districts.

<u>This request complies with the criteria of UDC 3.06.040 for a PUD:</u>

1. **A variety of housing types, employment opportunities, or commercial services to achieve a balanced community.**

   The concept plan was developed in accordance with Georgetown UDC and comprehensive plan to ensure a variety of housing types, from multifamily to single family condominiums, and commercial services throughout the Property. The high-density residential area is intended to support the community center and commercial portions of the PUD. The low-rise multi-family portion of the development plan ensures a smooth transition from existing residential estate to the south and traditional single family to the West. In combination of the existing surrounding housing types and our proposed uses, a complete and balanced community, with diverse housing types, will be created.

2. **An orderly and creative arrangement of all land uses with respect to each other and to the entire community.**

   The proposed PUD zoning is designed to complement the fabric of the existing neighborhood by providing compatible, missing-middle housing near the existing single-family neighborhoods and increases in intensity to higher density residential and commercial closer to the intersection of Shell Spur and Shell Road. Shell Spur is an existing collector and Shell Road is an existing major arterial, making an appropriate intersection for the proposed commercial development. Additionally, several enhancements to the PUD have been included to further ensure compatibility with the adjacent residential neighborhoods as shown in the code comparison table and Exhibit C.

3. **A planned and integrated comprehensive transportation system providing for a separation of pedestrian and vehicular traffic, to include facilities such as roadways, bicycle ways, and pedestrian walkways.**

   The PUD will ensure connectivity to existing roadways and propose new roadways with enhanced sidewalk connections to create a connected community and promote a pedestrian friendly environment. The development will extend Falling Leaf Lane to provide for internal transportation as well as connectivity to major arterials and adjacent development to the West. Dedicated sidewalks will promote walkable environments by ensuring safe and accessible travel for pedestrians within the development.

4. **The provisions of cultural or recreational facilities for all segments of the community.**

   Private amenities will be included to promote social cohesion and leisure within the development. This may include benches, lawns or parks, and playscapes.

5. **The location of general building envelopes to take maximum advantage of the natural and manmade environment.**

   The development has taken the natural environment into account by moving the more intense residential area (MF-2) away from the densely populated tree grove, which will allow much more flexibility in building location to be in a better position to develop around the existing tress.

6. **The staging of development in a manner which can be accommodated by the timely provision of public utilities, facilities, and services.**

   The PUD will comply with all phasing standards established throughout the UDC.

If there any questions or if additional information is needed regarding this application, please reach out at your convenience.

Sincerely,

Amanda Brown, President
HD Brown Consulting, LLC

On behalf of:

NOVA368, LLC,
A Texas Limited liability company

By: _____
Name: Vinod Nagi
Title: Manager

STATE OF Texas §
§
COUNTY OF Williamson §

Before me, the undersigned notary, on this day personally appeared Vinod Nagi, Manager of Nova368 LLC, a Texas limited liability company, known to me through valid identification to be the person whose name is subscribed to the preceding instrument and acknowledged to me that the person executed the instrument in the person's official capacity for the purposes and consideration expressed in the instrument.

Given under my hand and seal of office on November 21, 2025.

[Seal]

ALBERTA L MARTINEZ
Notary ID #126173843
My Commission Expires
May 25, 2028

_____
Notary Public, State of Texas

Code Comparison Chart

Tract 1 & 2 (MF-1)				
DEVELOPMENT STANDARDS	**UDC Sections Modified**	**UDC Standard**	**PROPOSED**	**Justification**
Density	**Sec. 6.02.080.A**	14 units/ acre	**10** units/acre	Decrease density.
Building Setback to Residential Districts to south and west (minimum)	**Sec. 6.02.080.A**	20’	**50’**	Increase compatibility with SF neighbors to the south and west.
Building Height- 125’ Transition Setback Zone	**Sec. 6.02.080.A**	35’	**35’** & two stories	Increase compatibility with SF neighbors to the south and west.
Impervious Cover	**Table 11.02.010.B**	50%	**60%**	Allow for flexibility.
Building Articulation and Architectural Features	**Sec. 7.03.050.C**	n/a	A minimum of two wall planes per unit on the front elevation, offset a minimum of 18 inches	Create architectural interest and ensure a high-quality development.
Condominium Plat Requirement	n/a	n/a	A condominium plat is required prior to CO.	A condominium regime provides legal frameworks, bylaws, and governing bodies to regulate ownership rights, dispute resolution, and property management, while also ensuring that

				common areas remain in good condition for all residents. Which enhances the community feel and surrounding areas.
Off-Street Parking and Loading	**Table 9.02.030.A**	5% for visitor use	**10%** for visitor use	To ensure adequate off-street parking.
Bufferyards	**Table 8.04.060**	A **medium** level bufferyard shall consist of the following: **a.** A 15-foot wide planting area; **b.** One shade tree, two evergreen ornamental trees and eight evergreen shrubs per each 50 linear feet of bufferyard.	A **medium** level bufferyard shall consist of the following: **a.** A 15-foot wide planting area; **b.** One shade tree, two evergreen ornamental trees and eight evergreen shrubs per each 50 linear feet of bufferyard. **c. A solid six-foot high solid screening wall**	Increase compatibility with SF neighbors to the south and west by including a wall.

Tract 3 (MF-2)				
DEVELOPMENT STANDARDS	**UDC Sections Modified**	**UDC Standard**	**PROPOSED**	**Justification**
Land Use	**Table 5.04.010**	Prohibited Use	**Allowed use**	Allow for a lower density residential use on Tract 3.

Tracts 1,2 & 3 (Residential)				
DEVELOPMENT STANDARDS	**UDC Sections Modified**	**UDC Standard**	**PROPOSED**	**Justification**
Maximum units	n/a	n/a	434 units	To ensure the density in the project is capped which is a concern of the neighbors and allows for product types needed in the market.
Common Amenity Areas	**Sec. 6.06.020.C**	A minimum of five (5) amenities shall be provided for 200 or more Dwelling Units	5' sidewalk shall be provided; A minimum of three (3) amenities shall be provided for each Tract (9 total); Shall be maintained by the onsite property management; May include: - Pool and Spa - Picnic areas with grills - Landscaped seating areas - Fenced dog park - Outdoor game area - Indoor workout area - Outdoor workout area - Community garden - Any other amenity as approved by City of	To ensure ample community spaces and high-quality development.

			Georgetown staff	

Tract 1-5				
DEVELOPMENT STANDARDS	**UDC Sections Modified**	**UDC Standard**	**PROPOSED**	**Justification**
Tree Mitigation Fee	**Section 8.02**	Fee's required	Exempt from fees.	Due to the extensive amount of trees on the property, the tree fee's will be very large, making the project not feasible. However, preserving as many trees as possible is a priority.

Tract 5 (C-3)				
DEVELOPMENT STANDARDS	**Code Sections Modified**	**UDC Standard**	**PROPOSED**	**Justification**
Fuel Sales Use	**Table 5.04.010**	Specific Use	Limited Use	Implement limitations on fuel sales use.
Rear Setback (south property line)	**Table 7.02.020**	10'	30'	Increase compatibility to Multi-family to the south.

Underground Storage Tank Setback	**Sec. 13.30.020. - Definitions**	n/a	**100'** from Southern property line	Increase compatibility to Multi-family to the south.
Bufferyards (Southern Property Line to MF-2)	**Sec. 8.04.060.C.2**	A medium level bufferyard shall consist of the following: A 15-foot wide planting area; One shade tree, two evergreen ornamental trees and eight evergreen shrubs per each 50 linear feet of bufferyard.	A medium level bufferyard shall consist of the following: A 6' high opaque screening wall shall be provided along the south property line; One shade tree, two evergreen ornamental trees and eight evergreen shrubs shall be provided every 50 linear feet of buffer yard on the southern property line.	Increase compatibility to Multi-family to the south.
Design Standards	**Sec. 7.04.010.B.4**	n/a	The canopy shall be constructed of similar materials and color palate to the primary structure.	Create architectural consistency and ensure a high-quality development.
Fuel Positions	**Sec. 5.04.020.T.4**	When one of the conditions outlined in Subsection (1) above is met, in no case shall a fuel sales establishment be permitted more than ten multi-fuel dispensers or 20 fuel positions.	No more than 8 multi-fuel dispensers shall be permitted.	Restrict intensity of fuel sales use.
Fuel Positions	n/a	n/a	High-floor diesel islands are prohibited.	Restrict intensity of

				fuel sales use.
Lighting Standards	**Sec. 7.04.010.A.4**	All site lighting must be designed and installed so that the level of illumination as measured in foot candles at a height of three feet at the property line does not exceed **two** foot candles.	All site lighting must be designed and installed so that the level of illumination as measured in foot candles at a height of three feet at the property line does not exceed **one** foot candles.	Increase compatibility to Multi-family to the south.

From: Richard And Gayle Elsasser[redacted]
Sent: Tuesday, January 27, 2026 9:20 AM
To: Georgetown Planning <planning@georgetowntexas.gov>
Subject: [EXTERNAL] 2025-4-ANX and 2025-12-ANX. Shell Road/Spur. NOVA, LLC

[EXTERNAL EMAIL] This email originated from outside of City of Georgetown. DO NOT click links or open attachments unless you recognize and/or trust the sender.

I am OPPOSED to the 14 units per acre development on the corner of Shell Road and Shell Spur. NOVA has also proposed apartment buildings, commercial entities and a gas station on the property.

A majority of Georgetown residents also appear to be opposed as the city's Flash Vote indicated voters preferred more single family homes, not multi family. Also agreeing with single family vrs. multi family zoning were the previous 150 opposition letters to the Planning & Zoning commission regarding this proposal in the previous three years.

The city's traffic consultant has estimated 7000 trips per day on Shell/Spur when the housing developments are complete. One stoplight and turning lanes are not capable of solving this traffic disaster.

Neighborhood residents have attended meetings with NOVA however the developers now believe 14 units per acre is welcoming to attached homesteads of 2+1/2 to12 acres with one home each. Setbacks, green space and units per acre are some changes NOVA has made since our last meeting with them months ago.

Our 40 year old Logan Ranch subdivision has approximately 154 adults on 300 acres but the NOVA developers have proposed 434 units, possibly 900+ adults or more, on 34 acres along with 4.9 acres commercial which includes a gas station. The proposal does not fit with the established neighborhood.

NOVA has shown at least 3 different arrangements of multi family use focusing on the land plan however nothing to indicate unit sizes and placement of condos, townhomes or

apartments. Our subdivision has residents willing to meet with the developers however, the discussions need to be a “give and take”.

Please give serious consideration to our concerns. Thank you.

Gayle Elsasser

313 Logan Ranch Road

Georgetown 78628

To: Planning & Zoning

RE: Case# 2025-4-ANX

I am writing in opposition to 2025-4-ANX Shell Spur PUD and Annexation.

The requested Zoning is not a reasonable transition with Residential 1 to the north and west, and Large Lot (2+ acres) residential homes to the south. Adding upwards of 600 dwelling units is far too abrupt a transition, and the type of housing being added is not in line with the Future Land Use for the area. The Community Center designation calls for vertically integrated commercial and residential, not multistory apartments. Additionally, the limited plan available does not improve the health and welfare of the surroundings, with the applicant not including public amenities or parkland. The MF-1 does fit within the Future Land Use plan's Mixed-Density Neighborhood (MDN), however, by adding in MF-2, the proposed plan is no longer in line with the Future Plan Use. Further differences with Future planned use are the addition of Commercial C3, and a Gas Station versus Commercial C1 and community serving businesses.

Further to the destruction of the environment and reduction of value adjacent, they are asking to cut down heritage trees without a permit. The tree destruction, the requests to increase Impervious coverage, and lack of public amenities, show that this applicant is not interested in the neighborhood, nor Georgetown as a whole, but rather in maximizing profits above all else.

Traffic is obviously a major concern. This development would generate over 2000 trips/day, adding all that directly onto Shell Road, yet they are asking not to do a Traffic Impact Analysis and pay for what they generate. Shell road is currently a 2 lane undivided road and adding the residential, and commercial traffic to it without improvements will not be safe for currren users of Shell Road, nor the proposed development. They should have to pay for the traffic they are generating.

In regards to the requested Gas Station, this is not needed here, with multiple gas stations at either end of Shell Road, nor it it in line with the Future Use plan and the Community Center designation.

I encourage the Planning and Zoning team to work with the applicant to remove the MF-2 zoning, modify the Commercial to C1 and integrate vertical use residential. Additionally, the goal should be to maximize tree retention, show a plan which maximizes public space enhancements as well as not allowing increases in impervious cover. Traffic should be charged appropriately for the volume and type of traffic they will generate, and finally, the gas station should not be allowed.

Sincerely,

Heath Culp

Comments from Neighboring Property Owners

Terrie Hahn

321 Logan Ranch Rd.

I would be **OPPOSED** if the multi family/apartment plan that NOVA wants, as it stands right now, continues. I would rather see a single family neighborhood adjacent to my Country Estates type of neighborhood where we all own 2-5 acres properties. I thought the City had a policy of a gradual change from large lots to apartment complexes with single family homes in between and then multi.

If NOVA's plan goes forward with fewer one or two story townhouses/condos per acre and no apartment complex, I would **FAVOR** it. I really don't want them to go to TCEQ with a WWPF on my property line, just 300' from my well. If an apartment complex is inevitable (and I thought the City was slowing down on apartment complexes) maybe it could be right on Shell Rd away from our property lines. I would hope that NOVA would pitch in money for the roads/traffic lights that will be needed for such a populated acreage.

Thank you for your attention to this difficult matter.

Terrie Hahn

Subject: Project Case # 2025-4-ANX

Planning and Zoning Commissioners,

As residents adjacent to the property at Shell Road and Shell Spur we are opposed to the proposed development. We would like for the property to be annexed because we do not want a waste water treatment facility next to our homes, however, we do not want apartments either. When this developer started this process several years ago, the P&Z board said that apartments were not appropriate next to million dollar estate homes. That has not changed. Apartments are still inappropriate. They will have a devastating effect on our quality of life and our property values, as will a waste water treatment facility.

The developer met with a group of neighbors and the sentiment was strongly against multi family housing. They had several meetings with a small group of neighbors to find out what was important to us. When they changed the proposal after being turned down by the city, they changed many of the things that we communicated were important for us like less density and setbacks of 50' from our homes. They did this with no communication to us. Since they went to the city council we have not heard from them at all.

We are not opposed to development on this property, but it needs to be developed in a way that is appropriate to the existing neighbors and good for the nearby community. This does not meet those standards.

Sincerely,
Carol and Brian Tharp

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, PROVIDING FOR THE EXTENSION OF CERTAIN BOUNDARY LIMITS AND THE ANNEXATION AND INITIAL ZONING DESIGNATION OF PLANNED UNIT DEVELOPMENT OF CERTAIN TERRITORY CONSISTING OF 28.93 ACRES, MORE OR LESS, IN THE WILLIAM ROBERTS SURVEY ABSTRACT NO. 524 AND PORTIONS OF RIGHT-OF-WAY ON SHELL ROAD AND SHELL SPUR, AS DESCRIBED HEREIN; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the owners of the area proposed for annexation requested annexation of the area by the City of Georgetown ("City") pursuant to Local Government Code Section 43.0671; and

WHEREAS, all of the herein-described property lies within the extraterritorial jurisdiction of the City and is contiguous to the City; and

WHEREAS, the City Council approved a Municipal Services Agreement with NOVA368 LLOC for 28.93 acres on February 10, 2026; and

WHEREAS, Section 4.03.010 of the City's Unified Development Code ("UDC") creates procedures for initial zoning of newly annexed territory; and

WHEREAS, all prerequisites of state law and the City Charter have been complied with.

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

Section 1. The meeting at which this ordinance was approved was conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 2. The facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and correct and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim.

Section 3. The City Council of the City of Georgetown hereby annexes into the City limits 31.263 acres in the William Roberts Survey, Abstract No. 524 as shown in ***Exhibit A*** and as described in the following exhibits to this ordinance (altogether the "Property"):

***Exhibit B* – 28.93 acres of the William Roberts Survey, Abstract No. 524; and,**

***Exhibit C* – 1.108 acres of the William Roberts Survey, Abstract No. 524; and,**

***Exhibit D* – 1.225 acres of the William Roberts Survey, Abstract No. 524; and,**

The Property is hereby included in City Council District 5, as it is adjacent to Council District 5 and no other City Council Districts. The City's official boundary map and City Council Districts map shall be amended accordingly.

Section 4. In accordance with the procedures for initial zoning of newly annexed territory described in Section 4.03.010 of the UDC, and for the reasons set forth by City Staff, the City Council hereby finds that a zoning classification of Planned Unit Development (PUD) is appropriate for the Property and consistent with the City's Comprehensive Plan, and upon annexation, the Property shall have a zoning of Planned Unit Development (PUD) with base zoning districts of Low Density Multi-Family (MF-1), High Density Multi-Family (MF-2), and General Commercial (C-3), in accordance with the attached ***Exhibit E*** (PUD Development Plan). The City's Official Zoning Map shall be amended accordingly.

Section 5. Upon annexation of the Property, the City shall provide to the Property the municipal services set forth in the Municipal Services Agreement attached to this ordinance as ***Exhibit F*** and by this reference incorporated within it (the "Agreement"), pursuant to the schedule set forth therein. The City shall have no obligation to provide services to the Property not listed in the Agreement.

Section 6. 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 7. 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 8. 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

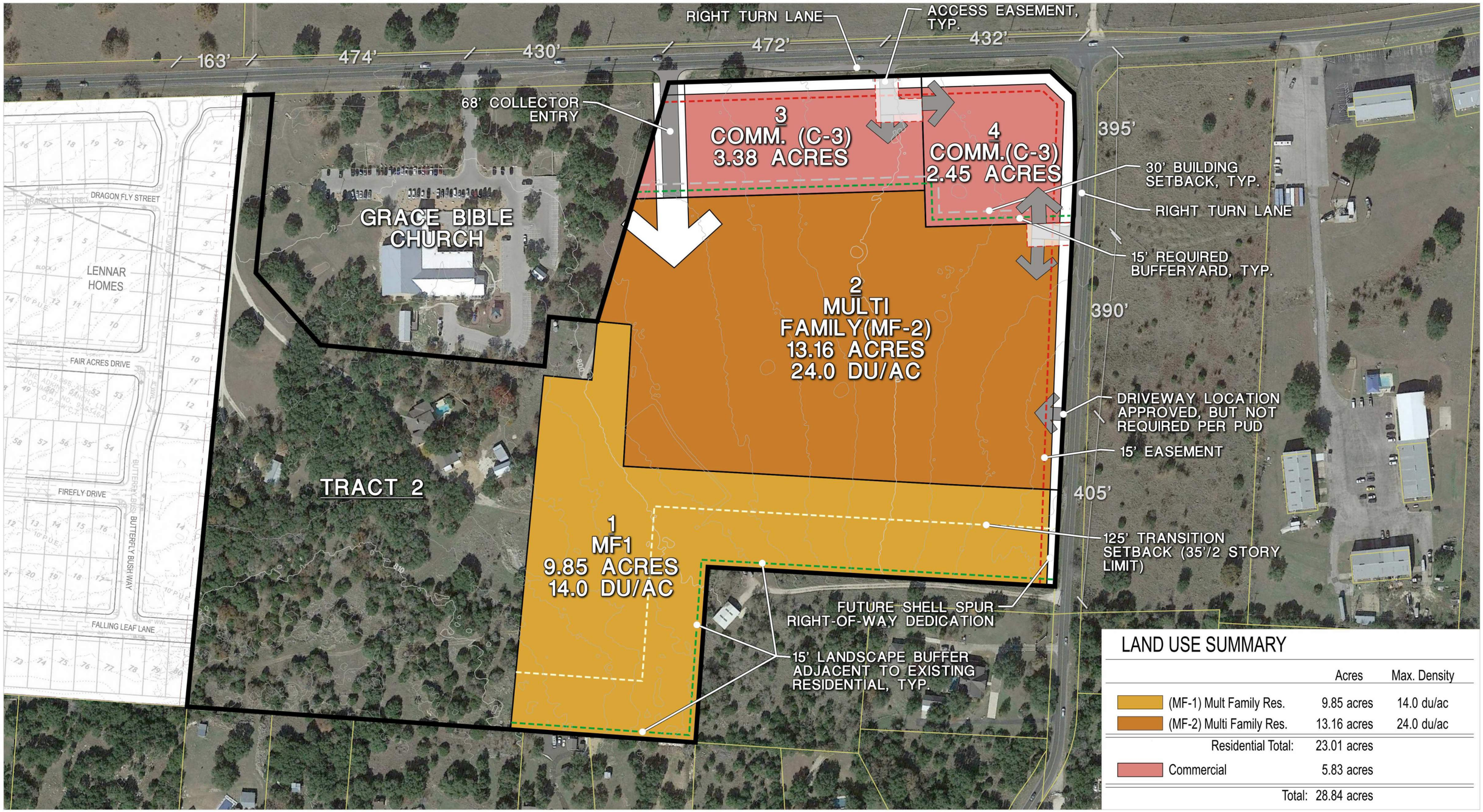
ATTEST:

_____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

_____
Skye Masson, City Attorney

EXHIBIT A



LAND USE SUMMARY

	Acres	Max. Density
(MF-1) Mult Family Res.	9.85 acres	14.0 du/ac
(MF-2) Multi Family Res.	13.16 acres	24.0 du/ac
Residential Total:	23.01 acres	
Commercial	5.83 acres	
Total:	28.84 acres	

North

0 100' 200' 400'

Scale: 1" = 200'

Date: November 21, 2025

SEC Planning, LLC

Land Planning + Landscape Architecture + Community Branding

AUSTIN, TEXAS
t 512.246.7003
www.secplanning.com + info@secplanning.com

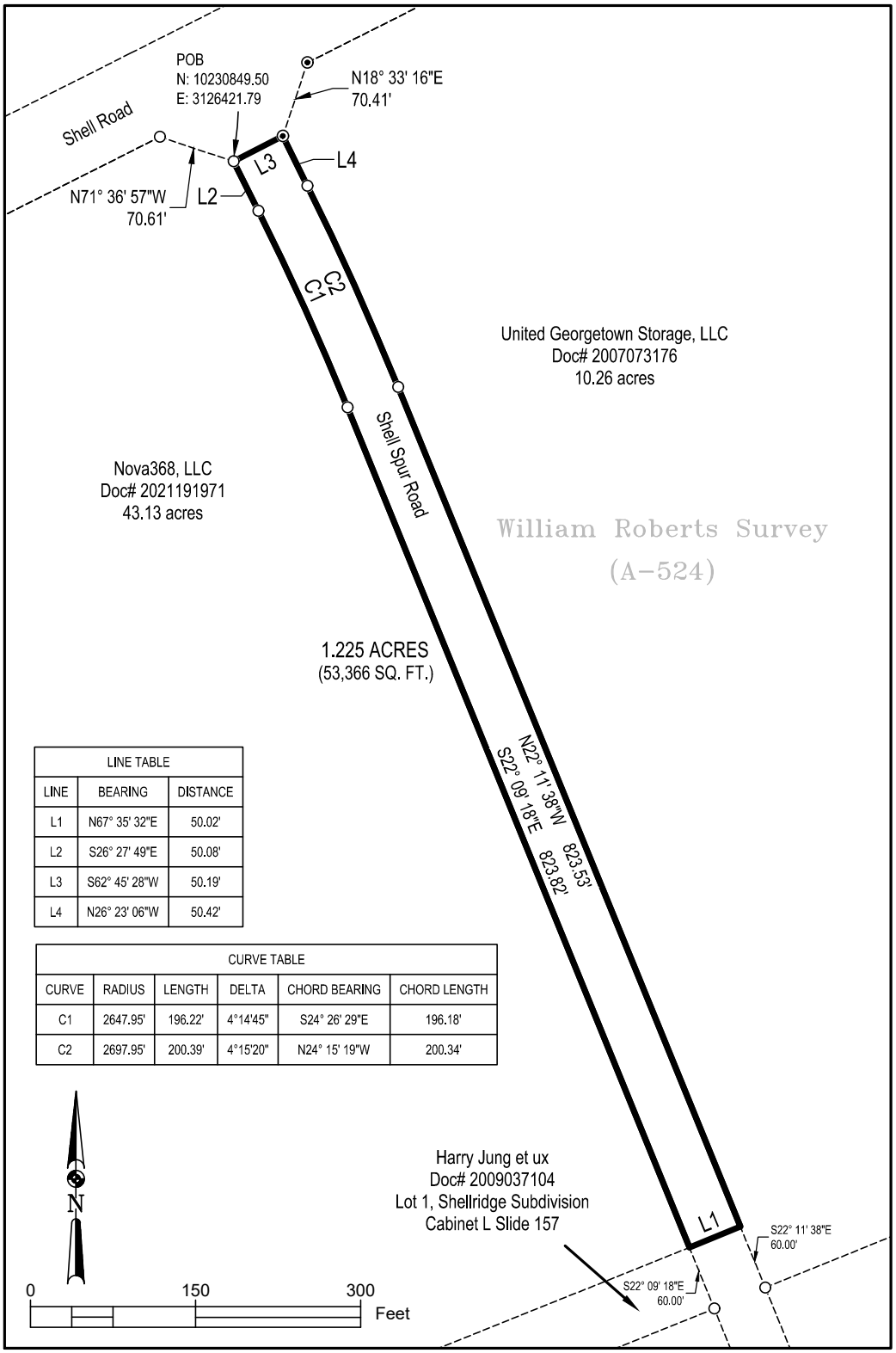
CONCEPT PLAN
SHELL ROAD TRACT

NOVA 368, LLC
GEORGETOWN, TEXAS

SHEET FILE: K:\230103-LDMDC\Cadfiles\PLANNING\Submittals\2025-11_PUD Concepts\Concept Plan.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.

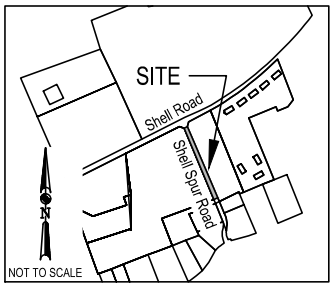
ANNEXATION PLAT "Shell Spur Road"



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N67° 35' 32"E	50.02'
L2	S26° 27' 49"E	50.08'
L3	S62° 45' 28"W	50.19'
L4	N26° 23' 06"W	50.42'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C1	2647.95'	196.22'	4°14'45"	S24° 26' 29"E	196.18'
C2	2697.95'	200.39'	4°15'20"	N24° 15' 19"W	200.34'

LOCATION MAP



NOTES:

1. BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE. ALL DISTANCES ARE GRID VALUES, US SURVEY FEET.
2. THIS PLAT IS INTENDED ONLY FOR INCREASING MUNICIPAL CORPORATE LIMITS ONLY AND IS NOT INTENDED TO CONVEY OR ESTABLISH INTEREST IN REAL PROPERTY. CURRENT OWNERSHIP OF SHELL SPUR ROAD ASSUMED TO HAVE BEEN DEDICATED TO THE PUBLIC.
3. THIS TRACT BEING A 1.225 ACRE TRACT (MORE OR LESS), OUT OF WILLIAM ROBERTS SURVEY (A-524), WILLIAMSON COUNTY, TEXAS.
4. METES AND BOUNDS DESCRIPTION PROVIDED IN A SEPARATE DOCUMENT.

LEGEND

○ FOUND ½" IRON ROD

◉ FOUND ½" IRON ROD WITH RED CAP

DATE OF SURVEY: 3-30-2022
DATE OF DRAWING: 4-1-2022
DRAWN BY: JCN

MATKINHOOVER
ENGINEERING & SURVEYING

HEADQUARTERS
8 SPENCER ROAD SUITE 300
BOERNE, TEXAS 78006
OFFICE: 830.249.0600 FAX:830.249.0099
3303 SHELL ROAD SUITE 3
GEORGETOWN, TEXAS 78628
OFFICE: 512.868.2244

GEORGETOWN, TEXAS REGISTERED SURVEYING FIRM F-10194347
BOERNE, TEXAS REGISTERED SURVEYING FIRM F-10024000
BOERNE, TEXAS REGISTERED ENGINEERING FIRM F-004512

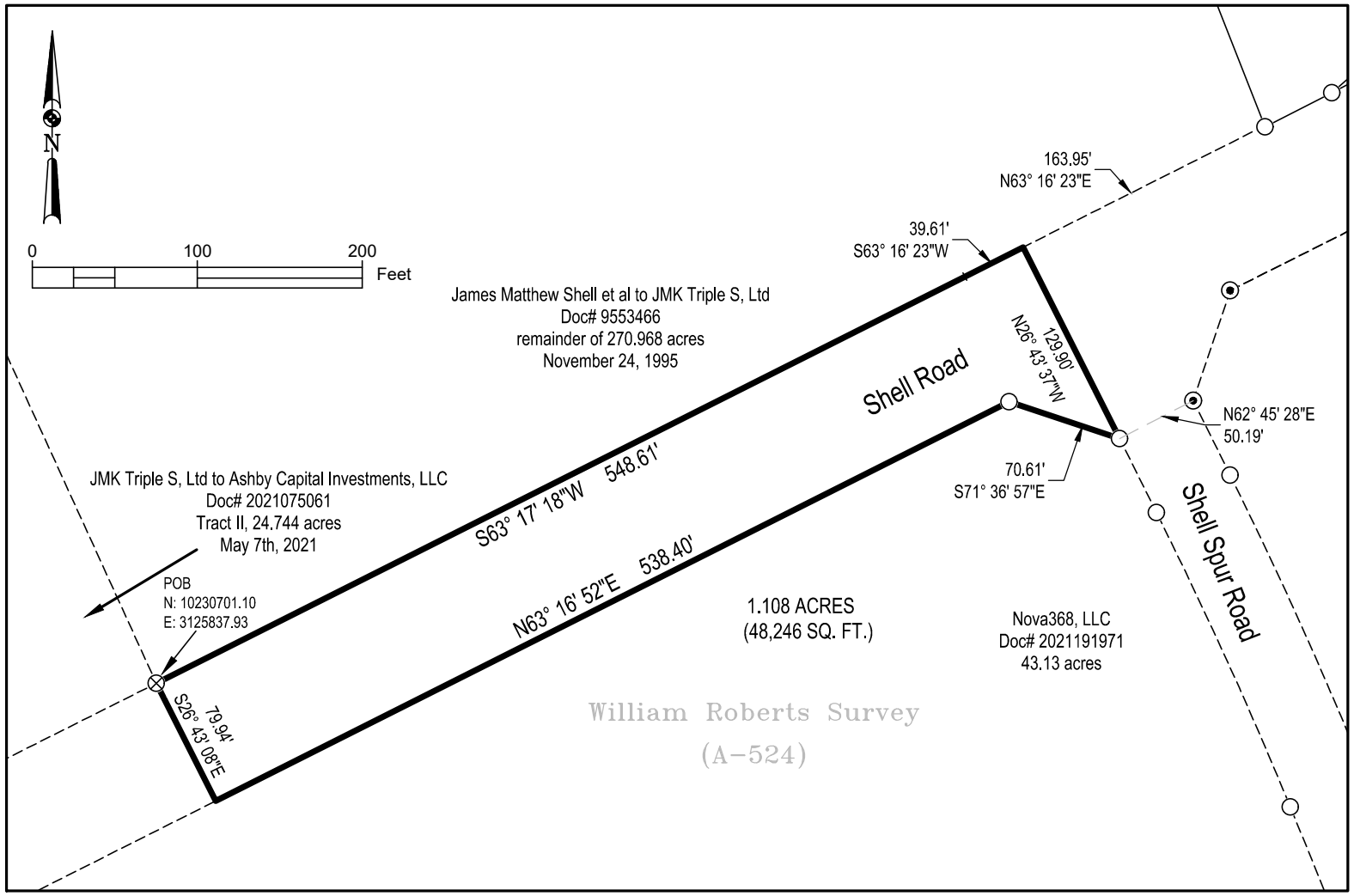
CIVIL ENGINEERS SURVEYORS LAND PLANNERS
CONSTRUCTION MANAGERS CONSULTANTS

STATE OF TEXAS
REGISTERED
JOSHUA C. NAUMANN
6883
PROFESSIONAL
LAND SURVEYOR

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND, AND THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS PLAT CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF THIS SURVEY.

JOSHUA C. NAUMANN DATE: APRIL 1, 2022
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6883
JNAUMANN@MATKINHOOVER.COM
JOB NO. 22-5026

ANNEXATION PLAT "Shell Road"



NOTES:

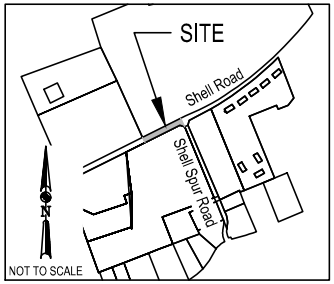
1. BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE. ALL DISTANCES ARE GRID VALUES, US SURVEY FEET.
2. THIS PLAT IS INTENDED ONLY FOR INCREASING MUNICIPAL CORPORATE LIMITS ONLY AND IS NOT INTENDED TO CONVEY OR ESTABLISH INTEREST IN REAL PROPERTY. CURRENT OWNERSHIP OF SHELL SPUR ROAD ASSUMED TO HAVE BEEN DEDICATED TO THE PUBLIC.
3. THIS TRACT BEING A 1.108 ACRE TRACT (MORE OR LESS), OUT OF WILLIAM ROBERTS SURVEY (A-524), WILLIAMSON COUNTY, TEXAS.
4. METES AND BOUNDS DESCRIPTION PROVIDED IN A SEPARATE DOCUMENT.

DATE OF SURVEY: 3-30-2022
DATE OF DRAWING: 4-1-2022
DRAWN BY: JCN

LEGEND

- ○ FOUND ½" IRON ROD
- ⊙ FOUND ½" IRON ROD WITH RED CAP
- ⊗ FOUND ½" IRON ROD WITH BLUE CAP MARKED "QUICK"

LOCATION MAP



MATKINHOOVER
ENGINEERING & SURVEYING

HEADQUARTERS
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STATE OF TEXAS REGISTERED JOSHUA C. NAUMANN 6883 PROFESSIONAL LAND SURVEYOR

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JOSHUA C. NAUMANN DATE: APRIL 1, 2022
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6883
JNAUMANN@MATKINHOOVER.COM
JOB NO. 22-5026

EXHIBIT B

FIELD NOTES FOR A 28.93 ACRE TRACT OF LAND

A **28.93 acre** tract of land, located in the William Roberts Survey, Abstract 524, Williamson County, Texas, and being a portion of a called 43.13 acre tract of land described of record in Document No. 2021191971 of the Official Public Records of Williamson County, Texas. Said **28.93 acre** tract being more particularly described by metes and bounds as follows:

BEGINNING at a found ½" iron rod with a red plastic cap stamped "RPLS 1847" in the southeast right-of-way line of Shell Road, at the northeast corner of a called 10.03 acre tract of land as conveyed to Grace Bible Church of record in Document No. 2008093127 of the Official Public Records of Williamson County, Texas, a northwesterly corner of said 43.13 acre tract and the tract described herein;

THENCE: **N 63° 18' 24" E**, with said right-of-way line and a northwest line of said 43.13 acre tract, a distance of **828.10 feet** to a found ½" iron rod at the west end of a cutback at the intersection of the southeast right-of-way line of Shell Road and the southwest right-of-way line of Shell Spur, for the most northerly corner of said 43.13 acre tract and the tract described herein;

THENCE: **S 71° 39' 10" E**, with said cutback and a northerly line of said 43.13 acre tract, a distance of **70.67 feet** to a found ½" iron rod at the east end of said cutback, for a northerly corner of said 43.13 acre tract and the tract described herein;

THENCE: With the southwest right-of-way line of Shell Spur and the northeast line of said 43.13 acre tract, the following three (3) courses:

1. **S 26° 45' 24" E**, a distance of **50.09 feet** to a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for a point of curvature,
2. With a non-tangent curve to the right having a radius of **2647.95 feet**, an arc length of **196.34 feet**, a delta angle of **4° 14' 54"** and a chord bearing **S 24° 17' 49" E**, a distance of **196.30 feet** to a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for a point of non-tangency, and
3. **S 22° 10' 08" E**, a distance of **823.76 feet** to a found ½" iron rod with an aluminum cap for the northeast corner of Lot 1 of the Shellridge Subdivision of record in Cabinet L, Slide 157 of the Plat Records of Williamson County, Texas, for the most easterly southeast corner of said 43.13 acre tract and the tract described herein;

THENCE: Departing the southwesterly right-of-way line of Shell Spur Road and with the common line between said Lot 1 and said 43.13 acre tract, the following two (2) courses:

1. **S 68° 12' 36' W**, a distance of **753.84 feet** to a found ½" iron rod for corner, and
2. **S 20° 58' 05" E**, a distance of **381.67 feet** to a found ½" iron rod at the northwest corner of Lot 31-A of Logan Ranch, Section 1 Resubdivision of record Cabinet I, Slide 40 of the Plat Records of Williamson County, Texas, the northeast corner of Lot 32-B Logan Ranch, Section 1 Resubdivision of record Cabinet DD, Slide 380 of the Plat Records of Williamson County, Texas, at the southwest corner of said Lot 1, for the most southerly southeast corner of said 43.13 acre tract and the tract described herein;

THENCE: **S 69° 01' 34" W**, with the southerly line of said 43.13 acre tract and the northwesterly lines of Logan Ranch Section 1 Subdivision and Resubdivisions of record in the following plats; Cabinet DD, Slide 380, Cabinet E, Slide 7 and Cabinet G, Slide 207, all of the Plat Records of Williamson County, Texas, a distance of **402.34 feet** to a point in the northwesterly line of Lot-33 of said Logan Ranch Section 1 Subdivision of record in Cabinet E, Slide 7, and for the southwest corner of the tract described herein;

THENCE: Into said 43.13 acre tract, the following two (2) courses:

1. **N 19° 38' 45" W**, a distance of **771.48 feet** to a point for corner,
2. **N 70° 28' 10" E**, a distance of **104.90 feet** to a point for corner, and
3. **N 19° 38' 35" W**, a distance of **127.80 feet** to a found ½" iron rod with a red plastic cap stamped "RPLS 1847" for the most easterly southeast corner of said 10.03 acre tract for an angle of said 43.13 acre tract and of the tract described herein;

THENCE: **N 08° 20' 59" W**, with the common line between said 10.03 acre tract and said 43.13 acre tract, a distance of **540.72 feet** to the **POINT OF BEGINNING** and containing **28.93 acres of land**, situated in Williamson County, Texas.

Note: The basis of bearing was established using the Trimble VRS Network, NAD (83), Texas State Plane Coordinate System, Central Zone, 4203, US Survey Foot, Grid.

Job # 24-4072 – 28.93 Acres

Date: November 20, 2025

EXHIBIT C

FIELD NOTES FOR A 1.108 ACRE TRACT OF LAND

Survey of a 1.108 acre tract (more or less) being a tract of land lying between the north and south lines of Shell Road at the intersection of Shell Spur and Shell Road, situated in the William Roberts Survey (A-524), in Williamson County, Texas, for the annexation of said tract into the municipal limits of the City of Georgetown, Texas, more further described by metes and bounds as follows:

BEGINNING at a ½" iron rod with blue cap marked "QUICK" (N: 10230701.10' E:3125837.93') found in the north line of Shell Road near a new stone fence post, the southeast corner of a 24.744 acre tract conveyed to Ashby Capital Investments, LLC by JMK Triple S, Ltd as described in Document No. 2021075061, Official Public Records Williamson County, Texas (O.P.R.W.C.), and a southwest corner of the remainder of a tract described as 270.968 acre tract conveyed to JMK Triple S, Ltd by James Matthew Shell *et al* in Document No. 9553466 (O.P.R.W.C.), for the northwest corner of this tract;

THENCE North 63° 17' 18" East along the north line of Shell Road and a south line of said 270.968 acre tract and generally with an existing wire fence a distance of **548.61 feet** to a point for a corner of this tract;

THENCE North 63° 16' 23" East along the north line of Shell Road and a south of said 270.968 acre tract a distance of **39.61 feet** and generally with an existing wire fence to a point in the south line of said 270.968 acre tract, the north line of Shell Road in in the existing fenceline, for the northeast corner of this tract, from which a found ½" iron rod, a corner of said 270.968 acre tract in the north line of Shell Road bears North 63°16'23" East a distance of 163.95 feet;

THENCE South 26° 43' 37" East across Shell Road a distance of **129.90 feet** to a ½" iron rod found in the west line of Shell Spur Road and in an existing fenceline for a northeast corner of the remainder of a 43.13 acre tract conveyed to Nova368, LLC by Daniel E. Adkins in Document No. 2021191971 (O.P.R.W.C.) for the southeast corner of this tract;

THENCE North 71° 36' 57" West along said fenceline and along a north boundary of said 43.13 acre tract a distance of **70.61 feet** to a ½" iron rod found in the south line of Shell Road for a north corner of said 43.13 acre tract and a north corner of this tract;

THENCE South 63° 16' 52" West along an existing fenceline, the south line of Shell Road and the north line of said 43.13 acre a distance of **538.40 feet** to a point in the south line of Shell Road and the north line of said 43.13 acre tract for a southwest corner of this tract, from which a ½" iron rod with cap marked "Forrest 1847" bears South 63°16'52" West a distance of 289.86 feet;

THENCE North 26° 43' 08" West a distance of **79.94 feet** across Shell Road to the Point of Beginning. Said tract being 1.108 acres or 48,246 square feet.

BASIS OF BEARINGS is the Texas Coordinate System of 1983, Central Zone. All distances are grid values.

This metes and bounds is part of an accompanying plat <ANNEXATION TRACT "Shell Road"> provided in a separate document.

Job # 22-5026 1.108 Acres

Date: April 1, 2022

EXHIBIT D

FIELD NOTES FOR A 1.225 ACRE TRACT OF LAND

Survey of a 1.225 acre tract (more or less) being a tract of land lying between the east and west lines of Shell Spur Road south of the intersection of Shell Spur and Shell Road, situated in the William Roberts Survey (A-524), in Williamson County, Texas, for the annexation of said tract into the municipal limits of the City of Georgetown, Texas, more further described by metes and bounds as follows:

BEGINNING at a ½" iron rod (N: 10230849.50', E: 3126421.79') found in the west line of Shell Spur Road and in an existing fenceline and the west line of Shell Spur Road for a northeast corner of the remainder of a 43.13 acre tract conveyed to Nova368, LLC by Daniel E. Adkins in Document No. 2021191971 (O.P.R.W.C.) for the northwest corner of this tract;

THENCE North 62° 45' 28" East across Shell Spur Road a distance of **50.19 feet** to a ½" iron rod with red cap (chewed and illegible) found in the east line of Shell Spur Road found for a northwest corner of a 10.26 acre tract conveyed to United Georgetown Storage, LLC by Joy Shell Adkins and spouse *et al* as described in General Warranty Deed with Vendor's Lien in Document No. 2007073173 (O.P.R.W.C.) for the northeast corner of this tract;

THENCE South 26° 23' 06" East along the east line of Shell Spur Road and the west line of said 10.26 acre tract a distance of 50.42 feet to a ½" iron rod found for the PI of a curve to the right in Shell Spur Road and a point in the west line of said 10.26 acre tract and a PI in the east line of this tract;

THENCE along a curve to the right, with an arc length of **200.39 feet**, a radius of 2697.95 feet, a chord length of 200.34 feet, a chord bearing of South 24° 15' 19" East to a ½" iron rod found in the east line of Shell Spur Road and the west line of said 10.26 acre tract for a corner of this tract;

THENCE South 22° 11' 38" East along the east line of Shell Spur Road and the west line of said 10.26 acre tract and generally with an existing fence a distance of **823.53 feet** to a point for the southeast corner of this tract, from which a ½" iron rod found, the southwest corner of said 10.26 acre tract bears South 22°11'38" East a distance of 60.00 feet;

THENCE South 67° 35' 32" West a distance of **50.02 feet** to a point in the west line of Shell Spur Road and in the east line of a 43.13 acre tract conveyed to Nova368, LLC by Daniel E. Adkins in Document No. 2021191971 (O.P.R.W.C.)

THENCE North 22° 09' 18" West with the west line of Shell Spur Road and the east line of said 43.13 acre tract and generally following an existing fence a distance of **823.82 feet** to a ½" iron rod found in the west line of Shell Spur Road and the east line of said 43.13 acre tract, for PI of a curve to the left in Shell Spur Road and a PI in the west line of this tract;

THENCE along a curve to the left, with an arc length of 196.22 feet, a radius of 2647.95 feet, a chord length of 196.18 feet and a chord bearing of North 24°26'29" West to a ½" iron rod found in the west line of Shell Spur Road, said 43.13 acre tract and for corner in the west line of this tract;

THENCE North 26° 27' 49" West along the west line of Shell Spur Road and the east line of said 43.13 acre tract and generally with an existing fence a distance of **50.08 feet** to the Point of Beginning. Said tract being 1.225 acres or 53,366 square feet.

BASIS OF BEARINGS is the Texas Coordinate System of 1983, Central Zone. All distances are grid values.

This metes and bounds is part of an accompanying plat <ANNEXATION TRACT "Shell Spur Road"> provided in a separate document.

Job # 22-5026 1.225 Acres

Date: April 1, 2022

EXHIBIT E

Shell Spur Tract
Planned Unit Development
Development Plan

A. PROPERTY

The Shell Spur Tract Planned Unit Development (PUD) District is located at the southwest intersection of Shell Road and Shell Spur. It consists of approximately 28.93 acres described in **Exhibit B, Survey/Field Notes**, herein defined as "Property".

B. PURPOSE

The purpose and intent of the PUD zoning district is to develop a horizontally integrated mixed-use community with a mix of low and high density multi-family residential and commercial uses. This PUD serves to augment and/or modify the standards for development outlined in the City of Georgetown Unified Development Code (UDC) in order to implement the vision for the Property and insure a cohesive, quality development not otherwise achieved solely by the underlying base zoning district.

A Land Use Plan has been attached to this PUD, **Exhibit C, Conceptual Land Use Plan**, to illustrate the design intent for the Property. The Conceptual Land Use Plan is intended to serve as a guide to illustrate the general community vision and design concepts and is not intended to serve as a final document. The Conceptual Land Use Plan depicts residential products, open space areas and non-residential uses which are contemplated within the community.

C. APPLICABILITY AND BASE ZONING

All aspects regarding the development of this PUD shall comply with the UDC, and other applicable provisions in the City's Code of Ordinances in place at the time of the effective date of the annexation of the Property, except as modified within this PUD or the exhibits attached to the PUD Ordinance. Each development within this PUD shall conform to a base zoning district per UDC Section 4.06.010.A "Compatibility with Base Zoning District."

1. Base Zoning

This PUD will have three character and use zones, as described below:

a. **Tract 1** – Low Density Multifamily (MF-1) base zoning.

b. **Tract 2 –** High Density Multifamily (MF-2) base zoning.

c. **Tract 3**– General Commercial (C-3) base zoning.

d. **Tract 4 –** General Commercial (C-3) base zoning.

In the case that this PUD does not address a specific City requirement, the Georgetown UDC and other Ordinances noted above shall apply. In the event of a conflict between the regulations of this PUD and the regulations of the base zoning district, the PUD shall control.

D. CONCEPTUAL LAND PLAN

A Land Use Plan has been attached to this PUD, **Exhibit C, Conceptual Land Use Plan**, to illustrate the design intent for the Property. The Conceptual Land Use Plan is intended to serve as a guide to illustrate the general community vision and design concepts and is not intended to serve as a final document. The Conceptual Land Use Plan depicts residential products, open space areas and non-residential uses which are contemplated within the community.

E. LAND USES

The uses allowed within the PUD Area(s) below shall comply with the list of allowed and prohibited uses defined in the UDC Zoning Use Figures and Tables, with the following exceptions;

Tract 2- Multi family, Detached Dwelling Unit shall be a permitted use.

Tract 3- The following uses shall be prohibited:
- Multifamily, Attached Dwelling Units
- Motel
- Hotel, Extended Stay
- Hotel, Boutique
- Hotel, Full Service
- Hotel, Limited Service
- Dance Hall or Night Club
- Major Event Entertainment
- Event Facility
- Driving Range

- Firing Range, Indoor
- Laundromat
- Small Engine Repair
- Funeral Home
- Self Storage, Outdoor
- Self Storage, Indoor
- Manufactured Housing Sales
- Automobile Sales, Rental or Leasing Facility
- Commercial Vehicle Sales, Rental or Leasing Facility
- Automobile Parts and Accessories Sales, Outdoor
- Automobile Repair and Service, General
- Fuel Sales
- Recreational Vehicle Sales, Rental or Service
- Heliport
- Bus Barn
- Parking Lot, Off-Site
- Parking Lot, Commercial
- Park-n-Ride Facility
- Private Transport Service Dispatch Facility
- Transit Passenger Terminal
- Lumber Yard
- Seasonal Product Sales
- Blood or Plasma Center
- Flea Market
- Pawn Shop
- Personal Services, Restricted
- Kennel
- Live Music or Entertainment
- Correctional Facility
- Recreational Vehicle Sales, Rental or Service
- Car Wash

Tract 4 –

All uses prohibited for Tract 3, listed above, shall also be prohibited for Tract 4, with the following exception:
Fuel Sales shall be permitted as a limited use on Tract 4 shown in Exhibit D with the standards and limitations outlined below and as shown on Exhibit D:

1. Bufferyard:
    a. A 6’ high opaque screening wall shall be provided along the south property line.
    b. One shade tree, two evergreen ornamental trees and eight evergreen shrubs shall be provided every 50 linear feet of buffer yard on the southern property line.
    c. Provisions a & b above do not apply to areas used for driveway and/or cross access.

2. Setback:
    a. A 30’ rear setback from the southern property line shall be required.
    b. Drive aisles, light fixtures, and garbage storage/dumpsters may be located within a required setback but not the required bufferyard.

4. Underground storage tank setback:
    An underground storage tank shall not be located within 150' of a residentially zoned property line except in instances where there is a building located between the fuel tank and the residentially zoned property line. In no instance shall a storage tank be located within 100' of a residentially zoned property line.
5. Lighting:
    a. Section 7.04 – Lighting Standards shall apply to the Property.
    b. All site lighting must be designed and installed so that the level of illumination as measured in foot candles at a height of three feet at the property line does not exceed one-foot candles.

6. Fuel Positions:
    a. No more than 8 multi-fuel dispensers shall be permitted.
    b. Separate high-floor diesel islands meant to service large vehicles, similar to semi-trucks, shall be prohibited.

7. Architectural Standards:
    a. The fuel canopy shall be constructed of similar materials and color palate to the primary structure.
    b. A fuel canopy shall not be located within 100' of a residentially zoned property line except in instances where there is a building located between the fuel tank and the residentially zoned property line. In no instance shall a fuel canopy be located within 100' of a residentially zoned property line.
8. Hours of operation:
    a. The Fuel Sales use shall only operate between the hours of 5 am-12am.

F. DEVELOPMENT STANDARDS

1. Building Height:

a. Tract 1 –

i. A 125' Transition Setback shall be established adjacent to single-family platted lots to the southern property line for Tract 1 (the "Transition Zone") as shown on Exhibit C. The transition setback shall limit new development to 2-stories and up to thirty-five feet (35') in height.

ii. Finished floor elevation will be no more than 7 feet above natural grade prior development.

iii. Residential units may not be vertically stacked and each unit must have a ground-floor entrance.

2. Impervious Cover:

a. Tract 1 --The impervious cover limit for the MF-1 residential portion of the Property is set at 60 percent (60%) impervious coverage.

b. Tract 2 -- In the event that a Multifamily, Detached Dwelling Units use is developed on Tract 2, the impervious cover will be a maximum of 60%.

c. Tracts 1-4 --

i. The maximum allowable impervious cover shall be determined based on the overall property acreage of 28.93 acres.

ii. The impervious cover allowed for this development shall not exceed 718,762 if Tract 2 is developed as a Multifamily, Attached Dwelling Unit use or 776,087 SF if Tract 2 is developed as a Multifamily, Detached Dwelling Units use.

iii. The square feet of impervious cover will be allocated for the individual lots and shall be tracked by the developer, initially, and ultimately by the property owner's association, once formed.

3. Building Design Standards:

All new structures within this Development shall be in conformance with the applicable provisions in UDC Chapter 6 and 7 with the following amendments:

a. **Tract 1**- A condominium plat is required to be recorded in line with Texas Property Code Chapter 82 prior to receiving a Certificate of Occupancy or a building final inspection.

b. **Tract 1 & 2 –**

i. The building separation shall be a minimum of 6', so long as all applicable fire codes are met.

ii. In the event that a Multifamily, Detached Dwelling Units use is developed on Tract 2, The building separation shall be a minimum of 6', so long as all fire codes are met.

G. VEHICULAR ACCESS AND CIRCULATION

1. Vehicular access:

a. The driveway and roadway connections shown on Exhibit C along Shell Road and Shell Spur are permitted by right for full access connections in the locations shown, Minor adjustments to the exact driveway or roadway connections are permissible, if the driveway spacing meets or exceeds the minimum of 425 feet on Shell Road and 360 feet on Shell Spur.

i. Driveway spacing for private driveways from public roadway shall be measured from the edge of the existing pavement to the center of the driveway.

ii. Driveway spacing for private dirveways shall be measured from center of driveway to center of driveway.

iii. The developer acknowledges that full access may be removed with the construction of the full build-out of Shell Road as contemplated in the City of Georgetown Future Mobility Plan.

b. Section 12.05.010, 12.05.020 and 12.05.030 of Chapter 12 of the UDC is not applicable to the PUD and is replaced with the following requirements:

i. A private drive, extending from Shell Road to Tract 1, shall be provided and constructed to Neighborhood Collector standards as defined in the UDC.

ii. Two right-turn lanes shall be provided, one at an entrance from Shell Road, and one at an entrance from Shell Spur.

iii. Section 12.09- Traffic Impact Analysis of the UDC is not applicable to the PUD.

iv. Vehicular access must comply with all applicable fire codes.

v. Driveway/ access must meet sight distance requirements.

H. LANDSCAPE AND BUFFER REQUIREMENTS

Landscaping for this Development shall be in conformance with Chapter 8 of the UDC unless otherwise stated in this Development Plan.

1. **Tract 1—southern property line only**
   - **a.** A medium level bufferyard adjacent to existing single-family platted lots to the south shall consist of the following, as shown on Exhibit C:
     - A 15-foot wide planting area;
     - One shade tree, two evergreen ornamental trees and eight evergreen shrubs per each 50 linear feet of bufferyard.
   - **b.** Fences may be installed within the bufferyard to create private backyards for residential units.
   - **c.** When easements and cross-access conflict with bufferyard requirements, the tree planting area shall be set back to accommodate the planting of shade trees.
   - **d.** Bufferyard may include accessory structures such as sheds.

I. TREE PRESERVATION AND PROTECTION

Tree preservation and protection for this Development shall be in conformance with Chapter 8 of the UDC unless otherwise stated in this Development Plan:

1. **Tract 3-- Removal of Heritage Trees:**
   - **a.** Heritage Trees may be removed by-right without a Tree Removal Permit.

J. PARKLAND AND COMMON AMENITY AREA

1. **Parkland:**

   Parkland obligations shall be satisfied through fee-in-lieu per UDC Section 13.08 Parkland.

2. **Common Amenity Areas for Tracts 1 & 2:**

   - **a.** Common amenity areas shall be provided for the enjoyment of residents

within this PUD. A 5' sidewalk shall be provided along one side of all private roadways within this PUD to provide pedestrian access to amenities.

b. A minimum of two (2) amenities shall be provided for Tract 2.

c. A minimum of one (1) amenity shall be provided for Tract 1.

d. All amenities shall be maintained by the onsite property management, Condominium Association, or Home Owners Association.

e. Amenity elements may be used multiple times and within the same vicinity and may include:

- Pool and spa
- Picnic areas
- Landscaped seating areas
- Fenced dog park
- Outdoor game area
- Indoor workout area
- Outdoor workout area
- Community garden
- Amenitized heritage tree grove
- Pavilion
- Trails
- Tennis Court
- Pickleball Court
- Basketball Court
- Workout stations
- Turf play lawn
- Water and electrical connections to accommodate a food truck.
- Splash Pad
- Community Art
- Garden with on-site educational materials providing information about the flora and/or fauna of the garden area.
- Any other amenity as approved by City of Georgetown staff.

f. No outdoor grills and/or fire pits which are community amenities shall be closer than 150' from the southern property boundary. This does not apply to grills or fire pits used by individual residents as part of the use and enjoyment of their residential unit or home.

g. Any pool, spa and/ or a splash pad shall be no closer than 100' from the southern property line

h. All outdoor amenities shall operate no later than 10 pm.

K. UTILITY PROVISIONS

a. Existing well- Any existing wells on the Property shall not be used as a water resource for any development within the Property.

b. Water Meter—For purposes of applying water meter regulations, Tract 1 shall be served with 1 (one) master water meter and may share a master meter with an

adjacent property, so long as no more than 521 total residential units utilize the master meter..

L. PUD MODIFICATIONS

In conformance with section 4.06.010.d.3 of the UDC, modifications to this development plan shall require city council approval of an amendment to this PUD processed pursuant to section 3.06 of the UDC, except, where the director of planning determines such modifications to be minor, the director may authorize such modifications. Minor modifications may include changes to building sizes, uses, or locations providing those modifications conform to the general intent of this PUD, uses authorized by this PUD, or to applicable provisions of the UDC and any other applicable regulations. So long as the C-3 acreage is maintained at a minimum of 4.9 acres, a deviation of up to +/- 15% of the acreage for the base zoning districts shall be approved by the Director as a minor modification.

M. LIST OF EXHIBITS

- **Exhibit A** – PUD Development Plan
- **Exhibit B** – Legal Description
- **Exhibit C** – Conceptual Land Plan
- **Exhibit D**—Fuel Sales Use

FIELD NOTES FOR A 28.93 ACRE TRACT OF LAND

A **28.93 acre** tract of land, located in the William Roberts Survey, Abstract 524, Williamson County, Texas, and being a portion of a called 43.13 acre tract of land described of record in Document No. 2021191971 of the Official Public Records of Williamson County, Texas. Said **28.93 acre** tract being more particularly described by metes and bounds as follows:

BEGINNING at a found ½" iron rod with a red plastic cap stamped "RPLS 1847" in the southeast right-of-way line of Shell Road, at the northeast corner of a called 10.03 acre tract of land as conveyed to Grace Bible Church of record in Document No. 2008093127 of the Official Public Records of Williamson County, Texas, a northwesterly corner of said 43.13 acre tract and the tract described herein;

THENCE: **N 63° 18' 24" E**, with said right-of-way line and a northwest line of said 43.13 acre tract, a distance of **828.10 feet** to a found ½" iron rod at the west end of a cutback at the intersection of the southeast right-of-way line of Shell Road and the southwest right-of-way line of Shell Spur, for the most northerly corner of said 43.13 acre tract and the tract described herein;

THENCE: **S 71° 39' 10" E**, with said cutback and a northerly line of said 43.13 acre tract, a distance of **70.67 feet** to a found ½" iron rod at the east end of said cutback, for a northerly corner of said 43.13 acre tract and the tract described herein;

THENCE: With the southwest right-of-way line of Shell Spur and the northeast line of said 43.13 acre tract, the following three (3) courses:

1. **S 26° 45' 24" E**, a distance of **50.09 feet** to a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for a point of curvature,
2. With a non-tangent curve to the right having a radius of **2647.95 feet**, an arc length of **196.34 feet**, a delta angle of **4° 14' 54"** and a chord bearing **S 24° 17' 49" E**, a distance of **196.30 feet** to a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for a point of non-tangency, and
3. **S 22° 10' 08" E**, a distance of **823.76 feet** to a found ½" iron rod with an aluminum cap for the northeast corner of Lot 1 of the Shellridge Subdivision of record in Cabinet L, Slide 157 of the Plat Records of Williamson County, Texas, for the most easterly southeast corner of said 43.13 acre tract and the tract described herein;

THENCE: Departing the southwesterly right-of-way line of Shell Spur Road and with the common line between said Lot 1 and said 43.13 acre tract, the following two (2) courses:

1. **S 68° 12' 36' W**, a distance of **753.84 feet** to a found ½" iron rod for corner, and
2. **S 20° 58' 05" E**, a distance of **381.67 feet** to a found ½" iron rod at the northwest corner of Lot 31-A of Logan Ranch, Section 1 Resubdivision of record Cabinet I, Slide 40 of the Plat Records of Williamson County, Texas, the northeast corner of Lot 32-B Logan Ranch, Section 1 Resubdivision of record Cabinet DD, Slide 380 of the Plat Records of Williamson County, Texas, at the southwest corner of said Lot 1, for the most southerly southeast corner of said 43.13 acre tract and the tract described herein;

THENCE: **S 69° 01' 34" W**, with the southerly line of said 43.13 acre tract and the northwesterly lines of Logan Ranch Section 1 Subdivision and Resubdivisions of record in the following plats; Cabinet DD, Slide 380, Cabinet E, Slide 7 and Cabinet G, Slide 207, all of the Plat Records of Williamson County, Texas, a distance of **402.34 feet** to a point in the northwesterly line of Lot-33 of said Logan Ranch Section 1 Subdivision of record in Cabinet E, Slide 7, and for the southwest corner of the tract described herein;

THENCE: Into said 43.13 acre tract, the following two (2) courses:

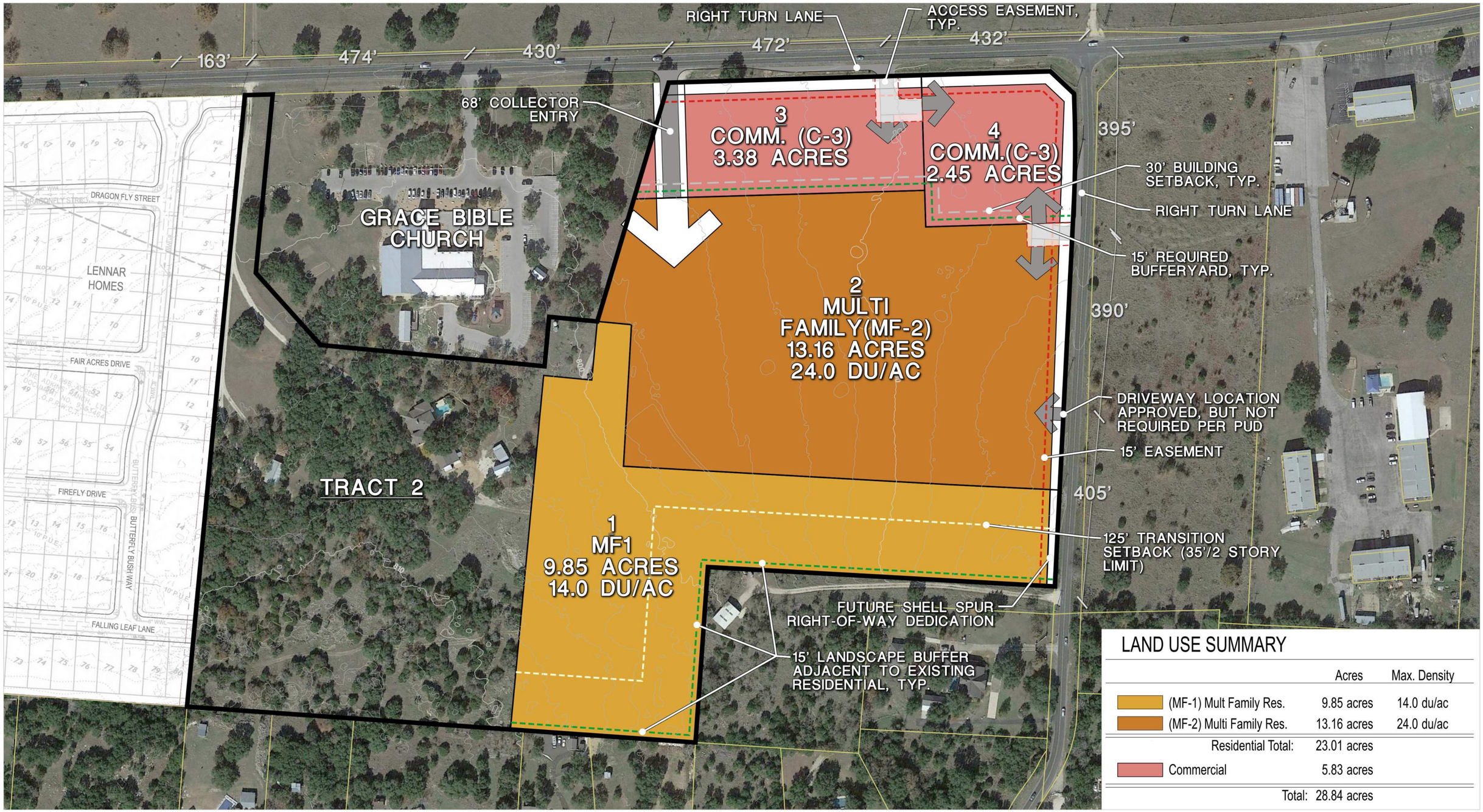
1. **N 19° 38' 45" W**, a distance of **771.48 feet** to a point for corner,
2. **N 70° 28' 10" E**, a distance of **104.90 feet** to a point for corner, and
3. **N 19° 38' 35" W**, a distance of **127.80 feet** to a found ½" iron rod with a red plastic cap stamped "RPLS 1847" for the most easterly southeast corner of said 10.03 acre tract for an angle of said 43.13 acre tract and of the tract described herein;

THENCE: **N 08° 20' 59" W**, with the common line between said 10.03 acre tract and said 43.13 acre tract, a distance of **540.72 feet** to the **POINT OF BEGINNING** and containing **28.93 acres of land**, situated in Williamson County, Texas.

Note: The basis of bearing was established using the Trimble VRS Network, NAD (83), Texas State Plane Coordinate System, Central Zone, 4203, US Survey Foot, Grid.

Job # 24-4072 – 28.93 Acres

Date: November 20, 2025



LAND USE SUMMARY

	Acres	Max. Density
(MF-1) Mult Family Res.	9.85 acres	14.0 du/ac
(MF-2) Multi Family Res.	13.16 acres	24.0 du/ac
Residential Total:	23.01 acres	
Commercial	5.83 acres	
Total:	28.84 acres	

EXHIBIT C
CONCEPT PLAN
SHELL ROAD TRACT

NOVA 368, LLC
GEORGETOWN, TEXAS

North

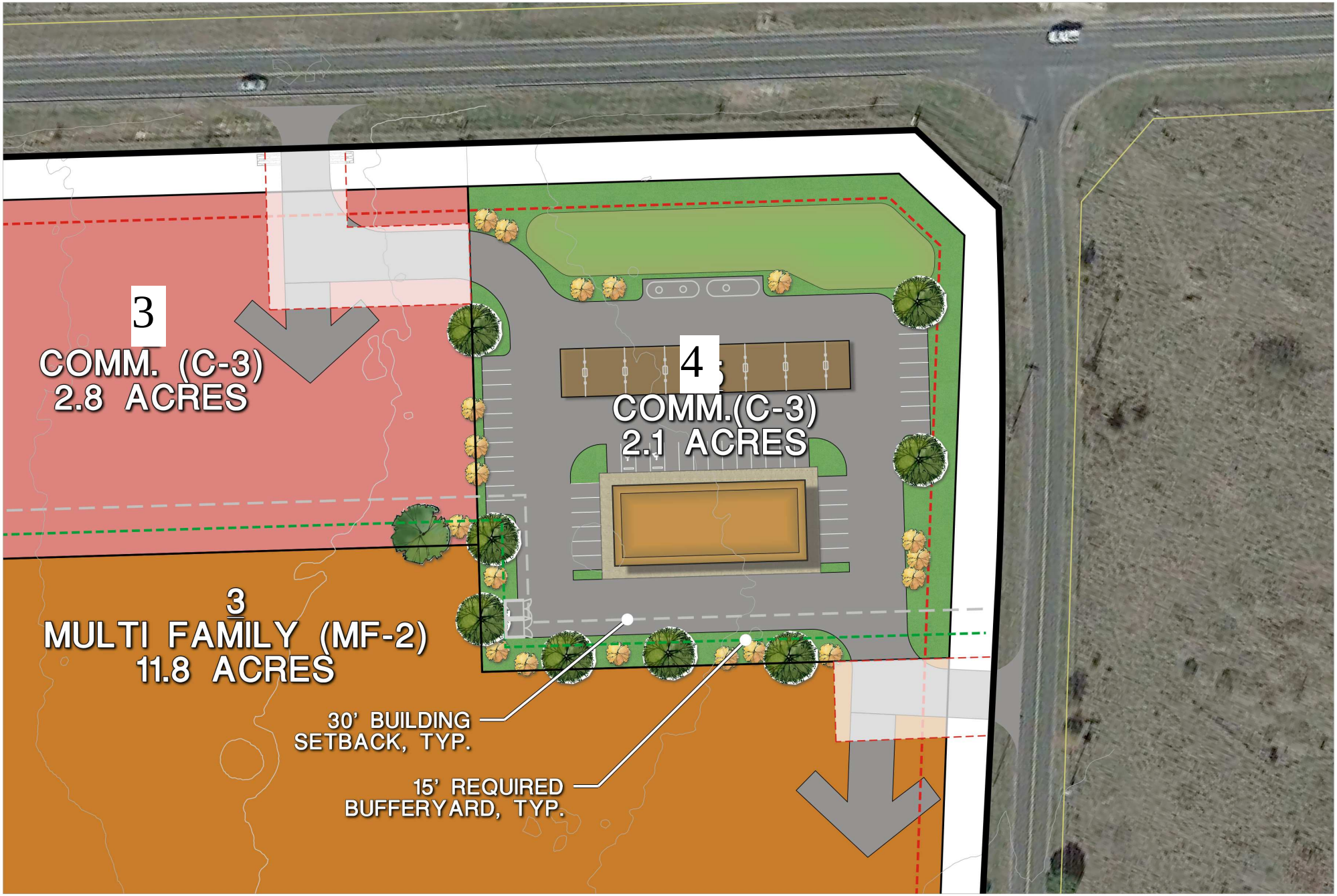
0 100' 200' 400'

Scale: 1" = 200'
Date: November 21, 2025

SEC Planning, LLC
Land Planning + Landscape Architecture + Community Branding
AUSTIN, TEXAS
t 512.246.7003
www.secplanning.com + info@secplanning.com

SHEET FILE: K:\230103-LDMDC\Cadfiles\PLANNING\Submittals\2025-11_PUD Concepts\Concept Plan.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.



0 40' 80' 120'

North

Scale: 1" = 80'
Date: March 14, 2025

SEC Planning, LLC
Land Planning + Landscape Architecture + Community Branding

AUSTIN, TEXAS
t 512.246.7003
www.secplanning.com + info@secplanning.com

PARCEL 5-C STORE SITE PLAN

NOVA 368, LLC
GEORGETOWN, TEXAS

SHEET FILE: K:\230103-LDMDC\Cadfiles\PLANNING\Submittals\2025-03_PUD Concept Plan\Concept.dwg

Base mapping compiled from best available information. All n
should be considered as preliminary, in need of verification, a
subject to change. This land plan is conceptual in nature anc
represent any regulatory approval. Plan is subject to change.

EXHIBIT F

MUNICIPAL SERVICES AGREEMENT

BETWEEN THE CITY OF GEORGETOWN, TEXAS

AND NOVA368 LLC

This Municipal Services Agreement ("Agreement") is entered into on the 10 day of February, 2026 by and between the City of Georgetown, Texas, a home-rule municipality of the State of Texas ("City") and NOVA368 LLC ("Owner").

RECITALS

The parties agree that the following recitals are true and correct and form the basis upon which the parties have entered into this Agreement

WHEREAS, Section 43.0671 of the Local Government Code permits the City to annex an area if each owner of land in an area requests the annexation;

WHEREAS, where the City elects to annex such an area, the City is required to enter into a written agreement with the property owner(s) that sets forth the City services to be provided for the Property on or after the effective date of annexation (the "Effective Date");

WHEREAS, Owner owns certain parcels of land located at 2200 Shell Road, Georgetown, Texas 786628, which consists of approximately 28.93 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. 2025-4-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 10 day of February, 2026, by Josh Schroeder, Mayor of the City of Georgetown, a Texas municipal corporation, on behalf of said corporation.

By: _____

Notary Public, State of Texas

KAREN FROST
Notary Public, State of Texas
Comm. Expires 05-24-2028
Notary ID 10536084

(OWNER 1)

By: _____
Suraj Reddy, NOVA368 LLC
Manager

State of Texas §
County of Williamson §

This instrument was acknowledged before me on the 13th day of January, 2026 by Suraj Reddy, Manager of Nova368 LLC on behalf of said Limited Liability Company

By: _____

Notary Public, State of Texas

ALBERTA L MARTINEZ
Notary ID #126173843
My Commission Expires
May 25, 2028

FIELD NOTES FOR A 28.93 ACRE TRACT OF LAND

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3. **S 22° 10' 08" E**, a distance of **823.76 feet** to a found ½" iron rod with an aluminum cap for the northeast corner of Lot 1 of the Shellridge Subdivision of record in Cabinet L, Slide 157 of the Plat Records of Williamson County, Texas, for the most easterly southeast corner of said 43.13 acre tract and the tract described herein;

THENCE: Departing the southwesterly right-of-way line of Shell Spur Road and with the common line between said Lot 1 and said 43.13 acre tract, the following two (2) courses:

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2. **S 20° 58' 05" E**, a distance of **381.67 feet** to a found ½" iron rod at the northwest corner of Lot 31-A of Logan Ranch, Section 1 Resubdivision of record Cabinet I, Slide 40 of the Plat Records of Williamson County, Texas, the northeast corner of Lot 32-B Logan Ranch, Section 1 Resubdivision of record Cabinet DD, Slide 380 of the Plat Records of Williamson County, Texas, at the southwest corner of said Lot 1, for the most southerly southeast corner of said 43.13 acre tract and the tract described herein;

THENCE: S 69° 01' 34" W, with the southerly line of said 43.13 acre tract and the northwesterly lines of Logan Ranch Section 1 Subdivision and Resubdivisions of record in the following plats; Cabinet DD, Slide 380, Cabinet E, Slide 7 and Cabinet G, Slide 207, all of the Plat Records of Williamson County, Texas, a distance of **402.34 feet** to a point in the northwesterly line of Lot-33 of said Logan Ranch Section 1 Subdivision of record in Cabinet E, Slide 7, and for the southwest corner of the tract described herein;

THENCE: Into said 43.13 acre tract, the following two (2) courses:

1. **N 19° 38' 45" W**, a distance of **771.48 feet** to a point for corner,
2. **N 70° 28' 10" E**, a distance of **104.90 feet** to a point for corner, and
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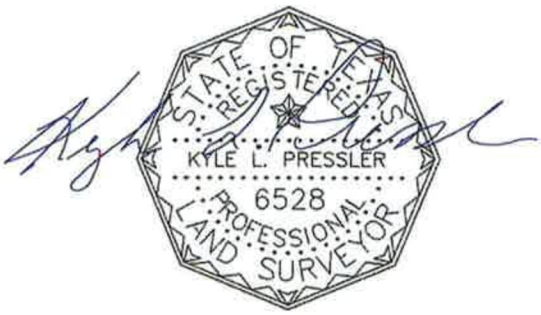
Note: The basis of bearing was established using the Trimble VRS Network, NAD (83), Texas State Plane Coordinate System, Central Zone, 4203, US Survey Foot, Grid.



Job # 24-4072 – 28.93 Acres

Date: November 20, 2025

City of Georgetown, Texas
City Council
February 24, 2026

SUBJECT:
First Reading - 2025-12-ANX - 2200 Shell Road

SUGGESTED ACTION:
Public Hearing and First Reading of an Ordinance on a request for a Zoning Map Amendment to zone, upon annexation, approximately 14.20 acres in the Robert Williams Survey, Abstract 524, as the Planned Unit Development (PUD) zoning district, with portions of Right-Of-Way for Shell Road and Shell Spur, for the property generally located at 2200 Shell Road, Georgetown, Texas (2025-12-ANX) -- Ryan Clark, AICP, Long Range and Neighborhood Planning Manager

ITEM SUMMARY:
Overview of Applicant's Request:
The applicant is requesting to annex 14.20 acres of land into City Limits with a Planned Unit Development (PUD) zoning district with base zoning Low Density Multifamily (MF-1).

Staff's Analysis:
Staff has reviewed the request in accordance with the Unified Development Code (UDC) and other applicable codes. Staff has determined that the proposed request complies with two, partially complies with two, and does not comply with one of the criteria established in UDC Section 3.06.030 for a Zoning Map Amendment, and complies with one, partially complies with one, and does not comply with four of the criteria and objectives established in UDC Section 3.06.040 for a Planned Unit Development (PUD), as outlined in the attached Staff Report.

Public Comments:
As required by the Unified Development Code (UDC), all property owners and registered neighborhood associations within 300-feet of the subject property were notified of the request (14 notices mailed), a legal notice advertising the public hearing was placed in the Sun Newspaper (Sunday, January 18, 2026) and signs were posted on-site. As of the publication date of this report, staff has received 0 written comments in favor and 4 in opposition of the request.

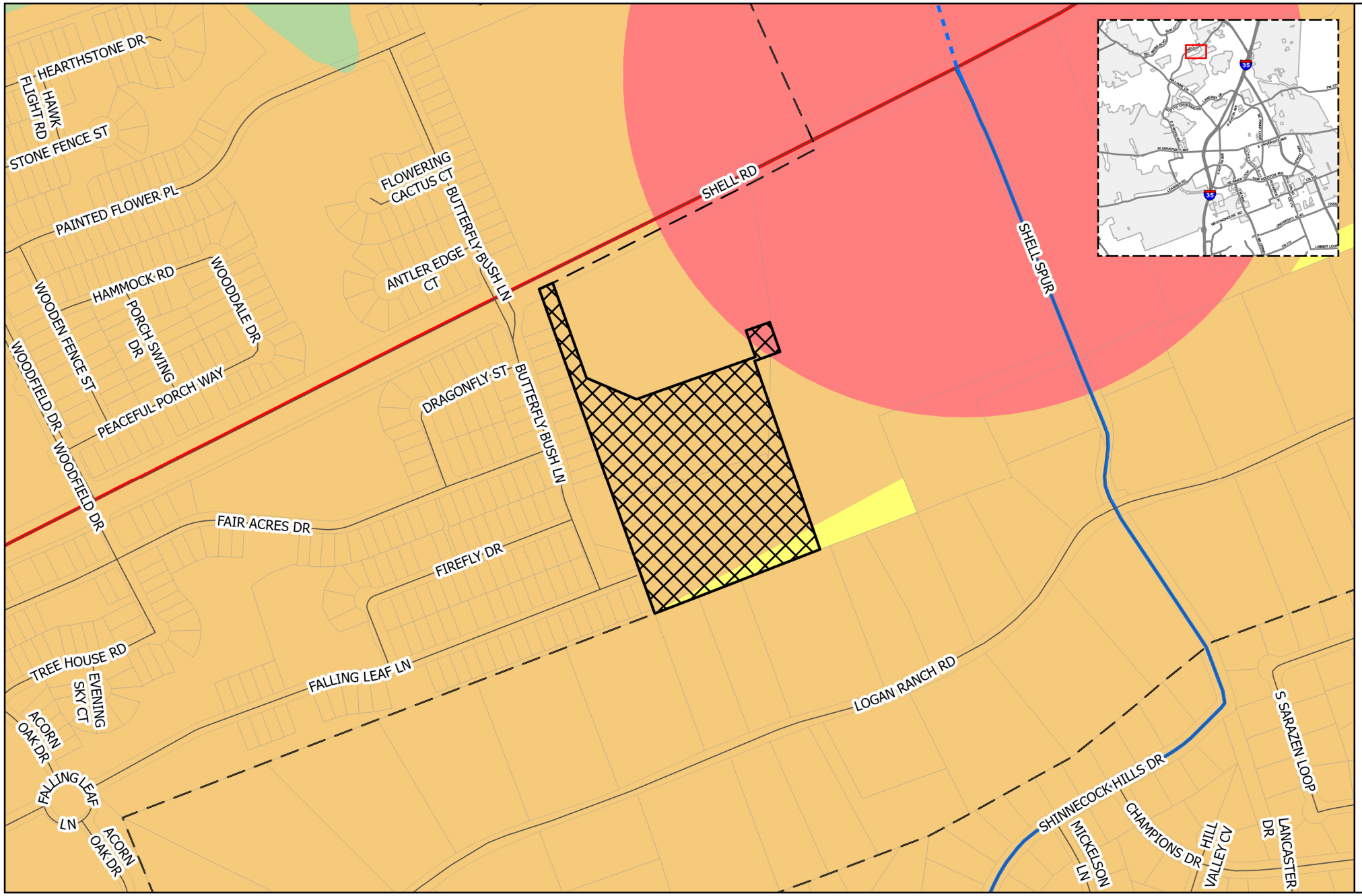
Planning and Zoning Commission Recommendation:
At their February 3, 2026 meeting, the Planning and Zoning Commission recommended disapproval (7-0) of the request.

FINANCIAL IMPACT:
None. The applicant has paid the required application fees.

SUBMITTED BY:
Hunter Gould, Planning Department

ATTACHMENTS:
Exhibit 3 - Future Land Use Map.pdf

Exhibit 4 - PUD Development Plan.pdf
Exhibit 5 - Letter of Intent.pdf
Exhibit 6 - Returned Letters.pdf
P&Z Staff Presentation.pdf
P&Z Staff Report.pdf
Exhibit 1 - Location Map.pdf
Exhibit 2 - Zoning Map.pdf
2025-12-ANX Ordinance with Exhibits.pdf



GEORGETOWN
TEXAS
more than welcome

Future Land Use/ Future Mobility Plan

2025-12-ANX

Exhibit #3

- Site
- Parcels
- City Limits

Thoroughfare

CLASS

- Existing Freeway
- Existing Major Arterial
- Existing Minor Arterial
- Existing Collector
- Proposed Freeway
- Proposed Major Arterial
- Proposed Minor Arterial
- Proposed Collector
- Proposed Rail

Future Land Use

FLU

- Community Center
- Employment Center
- Institutional
- Mining
- Mixed Density Neighborhood
- Neighborhood
- Open Space
- Parks and Recreation
- Regional Center
- Rural Residential
- Special Area
- Georgetown ETJ

0 250 500 Feet

N

Shell Spur Tract- Tract 2
Planned Unit Development
Development Plan

A. PROPERTY

The Shell Spur Tract-Tract 2 Planned Unit Development (PUD) District is located at the southwest intersection of Shell Road and Shell Spur. It consists of approximately 14.2 acres described in **Exhibit B, Survey/Field Notes**, herein defined as "Property".

B. PURPOSE

The purpose and intent of the PUD zoning district is to develop a horizontally integrated mixed-use community with a mix of low density multi-family residential. This PUD serves to augment and/or modify the standards for development outlined in the City of Georgetown Unified Development Code (UDC) in order to implement the vision for the Property and insure a cohesive, quality development not otherwise achieved solely by the underlying base zoning district.

A Land Use Plan has been attached to this PUD, **Exhibit C, Conceptual Land Use Plan**, to illustrate the design intent for the Property. The Conceptual Land Use Plan is intended to serve as a guide to illustrate the general community vision and design concepts and is not intended to serve as a final document.

C. APPLICABILITY AND BASE ZONING

All aspects regarding the development of this PUD shall comply with the UDC, and other applicable provisions in the City's Code of Ordinances in place at the time of the effective date of the annexation of the Property, except as modified within this PUD or the exhibits attached to the PUD Ordinance. Each development within this PUD shall conform to a base zoning district per UDC Section 4.06.010.A "Compatibility with Base Zoning District."

1. Base Zoning

This PUD will have one character and use zones, as described below:

a. **Tract 1** – Low Density Multifamily (MF-1) base zoning.

In the case that this PUD does not address a specific City requirement, the Georgetown UDC and other Ordinances noted above shall apply. In the event of a conflict between the

regulations of this PUD and the regulations of the base zoning district, the PUD shall control.

D. CONCEPTUAL LAND PLAN

A Land Use Plan has been attached to this PUD, **Exhibit C, Conceptual Land Use Plan**, to illustrate the design intent for the Property. The Conceptual Land Use Plan is intended to serve as a guide to illustrate the general community vision and design concepts and is not intended to serve as a final document.

E. LAND USES

The uses allowed within the PUD Area(s) below shall comply with the list of allowed and prohibited uses defined in the UDC Zoning Use Figures and Tables for the MF-1 district.

F. DEVELOPMENT STANDARDS

1. **Building Height:**

   a. A 125' Transition Setback shall be established adjacent to single-family platted lots to the southern and western property line for Tract 1 (the "Transition Zone") as shown on Exhibit C. The transition setback shall limit new development to 2-stories and up to thirty-five feet (35') in height.
   b. Finished floor elevation will be no more than 7 feet above natural grade prior development.
   c. Residential units may not be vertically stacked and each unit must have a ground-floor entrance.

2. **Impervious Cover:**

   a. The impervious cover limit for the MF-1 residential portion of the Property is set at 60 percent (60%) impervious coverage.

3. **Building Design Standards:**

   All new structures within this Development shall be in conformance with the applicable provisions in UDC Chapter 6 and 7 with the following amendments:

a. A condominium plat is required to be recorded in line with Texas Property Code Chapter 82 prior to receiving a Certificate of Occupancy or a building final inspection.

b. The building separation shall be a minimum of 6', so long as all applicable fire codes are met.

G. VEHICULAR ACCESS AND CIRCULATION

1. Vehicular access:

a. Section 12.05.010, 12.05.020 and 12.05.030 of Chapter 12 of the UDC is not applicable to the PUD and is replaced with the following requirements:

i. Access to Shell Road shall be provided by a private drive, constructed to Neighborhood Collector standards as defined in the UDC, extending from Shell Road to the Property.

ii. The extension of Falling Leaf Lane shall terminate in a cul-de-sac, as shown on Exhibit C.

iii. Section 12.09- Traffic Impact Analysis of the UDC is not applicable to the PUD.

H. LANDSCAPE AND BUFFER REQUIREMENTS

Landscaping for this Development shall be in conformance with Chapter 8 of the UDC unless otherwise stated in this Development Plan.

1. Western property line only

a. A medium level bufferyard adjacent to a portion of the existing single-family platted lots to the west shown in Exhibit C shall consist of bufferyard plantings. The bufferyard shall consist of the following:

- A 15-foot wide planting area;
- One shade tree, two evergreen ornamental trees and eight evergreen shrubs per each 50 linear feet of bufferyard.

b. Fences may be installed within the bufferyard to create private backyards for residential units.

c. When easements and cross-access conflict with bufferyard requirements, the tree planting area shall be set back to accommodate the planting of shade trees.

d. The buffer yard shall only extend 900' from the southern property line to the north.

e. Bufferyard may include accessory structures such as sheds.

2. **Southern property line only**
   - **a.** A medium level bufferyard adjacent to existing single-family platted lots to the south shall consist of the following, as shown on Exhibit C:
     - A 15-foot wide planting area;
     - One shade tree, two evergreen ornamental trees and eight evergreen shrubs per each 50 linear feet of bufferyard.
   - **b.** Fences may be installed within the bufferyard to create private backyards for residential units.
   - **c.** When easements and cross-access conflict with bufferyard requirements, the tree planting area shall be set back to accommodate the planting of shade trees.
   - **d.** Bufferyard may include accessory structures such as sheds.

I. TREE PRESERVATION AND PROTECTION

Tree preservation and protection for this Development shall be in conformance with Chapter 8 of the UDC.

a. Heritage Trees may be removed by-right without a Tree Removal Permit.

J. PARKLAND AND COMMON AMENITY AREA

1. **Parkland:**

   Parkland obligations shall be satisfied through fee-in-lieu per UDC Section 13.08 Parkland.

2. **Common Amenity Areas:**

   - **a.** Common amenity areas shall be provided for the enjoyment of residents within this PUD. A 5’ sidewalk shall be provided along one side of all private roadways within this PUD to provide pedestrian access to amenities.
   - **b.** A minimum of three (3) amenities shall be provided.
   - **c.** All amenities shall be maintained by the onsite property management, Condominium Association, or Home Owners Association.
   - **d.** Amenity elements may be used multiple times and within the same vicinity and may include:

- Pool and spa
- Picnic areas
- Landscaped seating areas
- Fenced dog park
- Outdoor game area
- Indoor workout area
- Outdoor workout area
- Community garden
- Amenitized heritage tree grove
- Pavilion
- Trails
- Tennis Court
- Pickleball Court
- Basketball Court
- Workout stations
- Turf play lawn
- Water and electrical connections to accommodate a food truck.
- Splash Pad
- Community Art
- Garden with on-site educational materials providing information about the flora and/or fauna of the garden area.
- Any other amenity as approved by City of Georgetown staff.

e. No outdoor grills and/or fire pits which are community amenities shall be closer than 150' from the southern property boundary. This does not apply to grills or fire pits used by individual residents as part of the use and enjoyment of their residential unit or home.

f. Any pool, spa and/ or a splash pad shall be no closer than 100' from the southern property line

g. All outdoor amenities shall operate no later than 10 pm.

K. UTILITY PROVISIONS

a. Existing well- Any existing wells on the Property shall not be used as a water resource for any development within the Property.

b. Water Meter—For purposes of applying water meter regulations, the PUD shall be served with 1 (one) master water meter and may share a master meter with an adjacent property, so long as no more than 521 total residential units utilize the master meter.

L. PUD MODIFICATIONS

In conformance with section 4.06.010.d.3 of the UDC, modifications to this development plan shall require city council approval of an amendment to this PUD processed pursuant to section 3.06 of the UDC, except, where the director of planning determines such modifications to be minor, the director may authorize such modifications. Minor modifications may include changes

to building sizes, uses, or locations providing those modifications conform to the general intent of this PUD, uses authorized by this PUD, or applicable provisions of the UDC and any other applicable regulations.

M. LIST OF EXHIBITS

- **Exhibit A** – PUD Development Plan
- **Exhibit B** – Legal Description
- **Exhibit C** – Conceptual Land Plan

FIELD NOTES FOR A 14.20 ACRE TRACT OF LAND

A **14.20 acre** tract of land, located in the William Roberts Survey, Abstract 524, Williamson County, Texas, and being a portion of a called 43.13 acre tract of land described of record in Document No. 2021191971 of the Official Public Records of Williamson County, Texas. Said **14.20 acre** tract being more particularly described by metes and bounds as follows:

BEGINNING at a found ½" iron rod with a red plastic cap stamped "RPLS 1847" in the southeast right-of-way line of Shell Road, at the northwest corner of a called 10.03 acre tract of land as conveyed to Grace Bible Church of record in Document No. 2008093127 of the Official Public Records of Williamson County, Texas, a northwesterly corner of said 43.13 acre tract and the tract described herein;

THENCE: With the common lines between said 43.13 acre tract and said 10.03 acre tract, the following six (6) courses:

1. **S 19° 35' 05" E**, a distance of **389.16 feet** to a found ½" iron rod with a red plastic cap stamped "RPLS 1847" for corner,
2. **S 66° 56' 50" E**, a distance of **210.40 feet** to a found ½" iron rod with a red plastic cap stamped "RPLS 1847" for corner,
3. **N 70° 24' 15" E**, a distance of **436.41 feet** to a found ½" iron rod with a red plastic cap stamped "RPLS 1847" for angle,
4. **N 70° 33' 57" E**, a distance of **51.35 feet** to a found ½" iron rod with a red plastic cap stamped "RPLS 1847" for corner,
5. **N 19° 38' 35" W**, a distance of **107.73 feet** to a found ½" iron rod with a red plastic cap stamped "RPLS 1847" for corner, and
6. **N 70° 25' 49" E**, a distance of **104.86 feet** to a found ½" iron rod with a red plastic cap stamped "RPLS 1847" for the most easterly northeast corner of the tract described herein;

THENCE: Into said 43.13 acre tract, the following three (3) courses:

1. **S 19° 38' 35" E**, a distance of **127.80 feet** to a point for corner,
2. **S 70° 28' 10" W**, a distance of **104.90 feet** to a point for corner, and
3. **S 19° 38' 45" E**, a distance of **771.48 feet** to a point in the northwest line of Lot 33 of Logan Ranch, Section 1 of record Cabinet E, Slide 7 of the Plat Records of Williamson County, Texas, in southerly line of said 43.13 acre tract and for the southeast corner of the tract described herein;

THENCE: **S 69° 01' 34" W**, with the southerly line of said 43.13 acre tract and the northwesterly lines of Logan Ranch Section 1 Subdivision and Resubdivisions of record in the following plats; Cabinet E, Slide 7 and Cabinet G, Slide 207, all of the Plat Records of Williamson County, Texas, a distance of **703.29 feet** to a found ½" pipe at the northwest corner of Lot-34A of said Resubdivision of record in Cabinet G, Slide 207, at the north corner of Lot 35 of said Subdivision of record in Cabinet E, Slide 7, at the southeast corner of a called 144.856 acre tract of land as described of record in Document No. 2021139898 of the Official Public Records of Williamson County, Texas, for the southwest corner of said 43.13 acre tract and the tract described herein;

THENCE: With the common line between said 43.13 acre tract and said 144.856 acre tract, the following two (2) courses:

1. **N 19° 37' 58" W**, a distance of **456.80 feet** to a found ½" iron rod with a red plastic cap stamped "RPLS 1847", and

2. **N 19° 34' 20" W**, a distance of **875.98 feet** to a found ½" iron rod in the southeast right-of-way line of Shell Road, the northeast corner of said 144.856 acre tract, for the northwest corner of said 43.13 acre tract and the tract described herein;

THENCE: **N 63° 18' 24" E**, with the southeast right-of-way line of Shell Road and the northwest line of said 43.13 acre tract, a distance of **60.39 feet** to the **POINT OF BEGINNING** and containing **14.20 acres of land**, situated in Williamson County, Texas.

Note: The basis of bearing was established using the Trimble VRS Network, NAD (83), Texas State Plane Coordinate System, Central Zone, 4203, US Survey Foot, Grid.

Job # 24-4072 – 14.20 Acres

Date: November 20, 2025

EXHIBIT C
CONCEPT PLAN
SHELL ROAD TRACT #2

NOVA 368, LLC
GEORGETOWN, TEXAS

North

0 100' 200' 400'

Scale: 1" = 200'
Date: November 21, 2025

SEC Planning, LLC
Land Planning + Landscape Architecture + Community Branding
AUSTIN, TEXAS
t 512.246.7003
www.secplanning.com + info@secplanning.com

SHEET FILE: K:\230103-LDMDC\Cadfiles\PLANNING\Submittals\2025-11_PUD Concepts\Concept Plan Tract 2.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.

HD | BROWN

November 20, 2025

Kelly Trietsch
Chief Development Officer
City of Georgetown Planning Department
809 Martin Luther King Jr Street
Georgetown, TX 78626

RE: Request for an annexation into Georgetown with an associated Planned Unit Development (PUD) Agreement (Shell Spur Tract PUD-Tract 2); 14.2 acres generally located at 2000 Shell Road (WCAD parcels R432263 & a portion of R323695 (the "Property")

Dear Ms. Trietsch,

As representative of the owner of the above stated Property we respectfully submit the attached application for an annexation with an initial zoning of a PUD on the Property. The Property is contiguous to the current city limits on the eastern boundary and is currently developed with a single-family residence. The purpose of the annexation and associated PUD zoning is to allow for the development of high-quality residential use and to access the City of Georgetown wastewater infrastructure. This annexation application is associated with, and will run concurrently with, the Shell Spur Tract PUD application (2025-4-ANX).

It is the priority of the Property owner to be a customer of the City of Georgetown's wastewater infrastructure, which requires annexation into the full purpose jurisdiction of the City of Georgetown. Since the Property is not currently in the City of Georgetown's full purpose jurisdiction, the only option to access wastewater infrastructure is to pursue an on-site wastewater TLAP permit through the Texas Commission on Environmental Quality (the "TCEQ Permit"). The property owner has been pursuing this permit since December 2023. However, after coordinating with the community, it is apparent that it is also the community's priority that this project be a customer of the City of Georgetown's wastewater infrastructure, as opposed to pursuing a TCEQ Permit. Considering the Property owner and the community are aligned in this priority, we submit the attached annexation application and, if approved, will withdraw the TCEQ on-site wastewater TLAP permit application.

The applicant reserves the right to pull this annexation application from consideration at any time during the proceedings. With this signed petition for voluntary annexation, the landowner understands that construction of any capital improvements necessary for development on the property will not be the responsibility of the City of Georgetown if approved for annexation; rather, such improvements will occur through non-City financial assistance through the subdivision and construction process.

214-695-9219 | AMANDA.BROWN@HDBROWNCONSULTING.COM HDBROWNCONSULTING.COM

Below outlines how this application complies with the criteria for the annexation & PUD application.

<u>This request complies with the criteria of UDC 3.25.030 for an annexation:</u>

1. **The application is complete, and the information contained within the application is sufficient and correct enough to allow adequate review and final action.**

   All items required by the Annexation Checklist have been included with this submittal.

2. **The annexation promotes the health, safety or general welfare of the City and the safe, orderly, and healthful development of the City.**

   The proposed land plan presents an orderly and safe arrangement of uses and provides enhanced buffering where appropriate.

   Additionally, upon approval of the annexation application and a wastewater service commitment from the City of Georgetown, the TCEQ Permit will be withdrawn.

3. **Consistency with the City's adopted long range plans and annexation policies.**

   The Property's Future Land Use designation is Mixed Density Neighborhood. The Mixed Density Neighborhood calls for missing middle housing, such as townhomes, duplexes, etc, which is achieved by the proposed PUD by the MF-1 tract.

<u>The request meets the approval criteria for a Zoning Map Amendment outlined in UDC Section 3.06.030:</u>

1. **The application is complete and the information contained within the application is sufficient and correct enough to allow adequate review and final action.**

   All items required by the Annexation Checklist have been included with this submittal.

2. **The zoning change is consistent with the Comprehensive Plan;**

   The Property's Future Land Use designation is Mixed Density Neighborhood. The Mixed Density Neighborhood calls for missing middle housing, such as townhomes, duplexes, etc, which is achieved by the proposed PUD by the MF-1 tract.

3. **The zoning change promotes the health, safety or general welfare of the City and the safe orderly, and healthful development of the City.**

The proposed land plan presents an orderly and safe arrangement of uses and provides enhanced buffering where appropriate. Additionally, upon approval of the annexation application, the TCEQ Permit will be withdrawn.

4. **The zoning change is compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood.**

   The proposed PUD zoning is designed to complement the fabric of the existing neighborhood by providing compatible, missing-middle housing near the existing single-family neighborhoods, which compliments the Shell Spur Tract PUD, which increases in intensity to higher density residential and commercial closer to the intersection of Shell Spur and Shell Road. Additionally, several enhancements to the PUD have been included to further ensure compatibility with the adjacent residential neighborhoods as shown in the code comparison table and Exhibit C.

5. **The property to be rezoned is suitable for uses permitted by the district that would be applied by the proposed amendment.**

   The Property is of appropriate size, has access to necessary utilities and is situated at the hard corner of two large roadways (via the Shell Spur Tract PUD), making it suitable for uses permitted by the proposed base zoning districts.

<u>This request complies with the criteria of UDC 3.06.040 for a PUD:</u>

1. **A variety of housing types, employment opportunities, or commercial services to achieve a balanced community.**

   The concept plan was developed in accordance with Georgetown UDC and comprehensive plan to ensure a variety of housing types by providing single family condominiums. The low-rise multi-family portion of the development plan ensures a smooth transition from existing residential estate to the south and traditional single family to the West. In combination of the existing surrounding housing types and the Shell Spur Tract PUD, a complete and balanced community, with diverse housing types, will be created.

2. **An orderly and creative arrangement of all land uses with respect to each other and to the entire community.**

   The proposed PUD zoning is designed to complement the fabric of the existing neighborhood by providing compatible, missing-middle housing near the existing single-family neighborhoods and increases in intensity to higher density residential and commercial closer to the intersection of Shell Spur and Shell Road with the Shell Spur Tract PUD. Shell Spur is an existing collector and Shell Road is an existing major arterial, making an appropriate intersection for the proposed commercial development. Additionally, several enhancements to the PUD have been included to further ensure compatibility with the adjacent residential neighborhoods as shown in the code comparison table and Exhibit C.

3. **A planned and integrated comprehensive transportation system providing for a separation of pedestrian and vehicular traffic, to include facilities such as roadways, bicycle ways, and pedestrian walkways.**

   The PUD, in combination with the Shell Spur Tract PUD, is located at the corner of two major roadways. The project will include access to the boundary roadways and will provide sidewalk improvements.

4. **The provisions of cultural or recreational facilities for all segments of the community.**

   Private amenities will be included to promote social cohesion and leisure within the development. This may include benches, lawns or parks, and playscapes.

5. **The location of general building envelopes to take maximum advantage of the natural and manmade environment.**

   The development has taken the natural environment into account by locating single family homes in a densely populated tree grove, which will allow much more flexibility in building location to be in a better position to develop around the existing trees.

6. **The staging of development in a manner which can be accommodated by the timely provision of public utilities, facilities, and services.**

   The PUD will comply with all phasing standards established throughout the UDC.

This section has been intentionally left blank

If there any questions or if additional information is needed regarding this application, please reach out at your convenience.

Sincerely,

Amanda Brown, President
HD Brown Consulting, LLC

On behalf of:

NOVA368, LLC,
A Texas Limited liability company

By: _____
Name: Vinod Nagi
Title: Manager

STATE OF Texas §
§
COUNTY OF Williamson §

Before me, the undersigned notary, on this day personally appeared Vinod Nagi, Manager of Nova368 LLC, a Texas limited liability company, known to me through valid identification to be the person whose name is subscribed to the preceding instrument and acknowledged to me that the person executed the instrument in the person's official capacity for the purposes and consideration expressed in the instrument.

Given under my hand and seal of office on November 21, 2025.

[Seal]

ALBERTA L MARTINEZ
Notary ID #126173843
My Commission Expires
May 25, 2028

_____
Notary Public, State of Texas

Code Comparison Chart

Tract 1 & 2 (MF-1)				
DEVELOPMENT STANDARDS	**UDC Sections Modified**	**UDC Standard**	**PROPOSED**	**Justification**
Density	**Sec. 6.02.080.A**	14 units/ acre	**10** units/acre	Decrease density.
Building Setback to Residential Districts to south and west (minimum)	**Sec. 6.02.080.A**	20’	**50’**	Increase compatibility with SF neighbors to the south and west.
Building Height-125’ Transition Setback Zone	**Sec. 6.02.080.A**	35’	**35’** & two stories	Increase compatibility with SF neighbors to the south and west.
Impervious Cover	**Table 11.02.010.B**	50%	**60%**	Allow for flexibility.
Building Articulation and Architectural Features	**Sec. 7.03.050.C**	n/a	A minimum of two wall planes per unit on the front elevation, offset a minimum of 18 inches	Create architectural interest and ensure a high-quality development.
Condominium Plat Requirement	n/a	n/a	A condominium plat is required prior to CO.	A condominium regime provides legal frameworks, bylaws, and governing bodies to regulate ownership rights, dispute resolution, and property management, while also ensuring that

				common areas remain in good condition for all residents. Which enhances the community feel and surrounding areas.
Off-Street Parking and Loading	**Table 9.02.030.A**	5% for visitor use	**10%** for visitor use	To ensure adequate off-street parking.
Bufferyards	**Table 8.04.060**	A **medium** level bufferyard shall consist of the following: **a.** A 15-foot wide planting area; **b.** One shade tree, two evergreen ornamental trees and eight evergreen shrubs per each 50 linear feet of bufferyard.	A **medium** level bufferyard shall consist of the following: **a.** A 15-foot wide planting area; **b.** One shade tree, two evergreen ornamental trees and eight evergreen shrubs per each 50 linear feet of bufferyard. **c. A solid six-foot high solid screening wall**	Increase compatibility with SF neighbors to the south and west by including a wall.

Tract 3 (MF-2)				
DEVELOPMENT STANDARDS	**UDC Sections Modified**	**UDC Standard**	**PROPOSED**	**Justification**
Land Use	**Table 5.04.010**	Prohibited Use	**Allowed use**	Allow for a lower density residential use on Tract 3.

Tracts 1,2 & 3 (Residential)				
DEVELOPMENT STANDARDS	**UDC Sections Modified**	**UDC Standard**	**PROPOSED**	**Justification**
Maximum units	n/a	n/a	434 units	To ensure the density in the project is capped which is a concern of the neighbors and allows for product types needed in the market.
Common Amenity Areas	**Sec. 6.06.020.C**	A minimum of five (5) amenities shall be provided for 200 or more Dwelling Units	5' sidewalk shall be provided; A minimum of three (3) amenities shall be provided for each Tract (9 total); Shall be maintained by the onsite property management; May include: - Pool and Spa - Picnic areas with grills - Landscaped seating areas - Fenced dog park - Outdoor game area - Indoor workout area - Outdoor workout area - Community garden - Any other amenity as approved by City of	To ensure ample community spaces and high-quality development.

			Georgetown staff	

Tract 1-5				
DEVELOPMENT STANDARDS	**UDC Sections Modified**	**UDC Standard**	**PROPOSED**	**Justification**
Tree Mitigation Fee	**Section 8.02**	Fee's required	Exempt from fees.	Due to the extensive amount of trees on the property, the tree fee's will be very large, making the project not feasible. However, preserving as many trees as possible is a priority.

Tract 5 (C-3)				
DEVELOPMENT STANDARDS	**Code Sections Modified**	**UDC Standard**	**PROPOSED**	**Justification**
Fuel Sales Use	**Table 5.04.010**	Specific Use	Limited Use	Implement limitations on fuel sales use.
Rear Setback (south property line)	**Table 7.02.020**	10'	30'	Increase compatibility to Multi-family to the south.

Underground Storage Tank Setback	**Sec. 13.30.020. - Definitions**	n/a	**100'** from Southern property line	Increase compatibility to Multi-family to the south.
Bufferyards (Southern Property Line to MF-2)	**Sec. 8.04.060.C.2**	A medium level bufferyard shall consist of the following: A 15-foot wide planting area; One shade tree, two evergreen ornamental trees and eight evergreen shrubs per each 50 linear feet of bufferyard.	A medium level bufferyard shall consist of the following: A 6' high opaque screening wall shall be provided along the south property line; One shade tree, two evergreen ornamental trees and eight evergreen shrubs shall be provided every 50 linear feet of buffer yard on the southern property line.	Increase compatibility to Multi-family to the south.
Design Standards	**Sec. 7.04.010.B.4**	n/a	The canopy shall be constructed of similar materials and color palate to the primary structure.	Create architectural consistency and ensure a high-quality development.
Fuel Positions	**Sec. 5.04.020.T.4**	When one of the conditions outlined in Subsection (1) above is met, in no case shall a fuel sales establishment be permitted more than ten multi-fuel dispensers or 20 fuel positions.	No more than 8 multi-fuel dispensers shall be permitted.	Restrict intensity of fuel sales use.
Fuel Positions	n/a	n/a	High-floor diesel islands are prohibited.	Restrict intensity of

				fuel sales use.
Lighting Standards	**Sec. 7.04.010.A.4**	All site lighting must be designed and installed so that the level of illumination as measured in foot candles at a height of three feet at the property line does not exceed **two** foot candles.	All site lighting must be designed and installed so that the level of illumination as measured in foot candles at a height of three feet at the property line does not exceed **one** foot candles.	Increase compatibility to Multi-family to the south.

From: Richard And Gayle Elsasser[redacted]
Sent: Tuesday, January 27, 2026 9:20 AM
To: Georgetown Planning <planning@georgetowntexas.gov>
Subject: [EXTERNAL] 2025-4-ANX and 2025-12-ANX. Shell Road/Spur. NOVA, LLC

[EXTERNAL EMAIL] This email originated from outside of City of Georgetown. DO NOT click links or open attachments unless you recognize and/or trust the sender.

I am OPPOSED to the 14 units per acre development on the corner of Shell Road and Shell Spur. NOVA has also proposed apartment buildings, commercial entities and a gas station on the property.

A majority of Georgetown residents also appear to be opposed as the city's Flash Vote indicated voters preferred more single family homes, not multi family. Also agreeing with single family vrs. multi family zoning were the previous 150 opposition letters to the Planning & Zoning commission regarding this proposal in the previous three years.

The city's traffic consultant has estimated 7000 trips per day on Shell/Spur when the housing developments are complete. One stoplight and turning lanes are not capable of solving this traffic disaster.

Neighborhood residents have attended meetings with NOVA however the developers now believe 14 units per acre is welcoming to attached homesteads of 2+1/2 to12 acres with one home each. Setbacks, green space and units per acre are some changes NOVA has made since our last meeting with them months ago.

Our 40 year old Logan Ranch subdivision has approximately 154 adults on 300 acres but the NOVA developers have proposed 434 units, possibly 900+ adults or more, on 34 acres along with 4.9 acres commercial which includes a gas station. The proposal does not fit with the established neighborhood.

NOVA has shown at least 3 different arrangements of multi family use focusing on the land plan however nothing to indicate unit sizes and placement of condos, townhomes or

apartments. Our subdivision has residents willing to meet with the developers however, the discussions need to be a “give and take”.

Please give serious consideration to our concerns. Thank you.

Gayle Elsasser

313 Logan Ranch Road

Georgetown 78628

To: Planning & Zoning

RE: Case# 2025-4-ANX

I am writing in opposition to 2025-4-ANX Shell Spur PUD and Annexation.

The requested Zoning is not a reasonable transition with Residential 1 to the north and west, and Large Lot (2+ acres) residential homes to the south. Adding upwards of 600 dwelling units is far too abrupt a transition, and the type of housing being added is not in line with the Future Land Use for the area. The Community Center designation calls for vertically integrated commercial and residential, not multistory apartments. Additionally, the limited plan available does not improve the health and welfare of the surroundings, with the applicant not including public amenities or parkland. The MF-1 does fit within the Future Land Use plan's Mixed-Density Neighborhood (MDN), however, by adding in MF-2, the proposed plan is no longer in line with the Future Plan Use. Further differences with Future planned use are the addition of Commercial C3, and a Gas Station versus Commercial C1 and community serving businesses.

Further to the destruction of the environment and reduction of value adjacent, they are asking to cut down heritage trees without a permit. The tree destruction, the requests to increase Impervious coverage, and lack of public amenities, show that this applicant is not interested in the neighborhood, nor Georgetown as a whole, but rather in maximizing profits above all else.

Traffic is obviously a major concern. This development would generate over 2000 trips/day, adding all that directly onto Shell Road, yet they are asking not to do a Traffic Impact Analysis and pay for what they generate. Shell road is currently a 2 lane undivided road and adding the residential, and commercial traffic to it without improvements will not be safe for currren users of Shell Road, nor the proposed development. They should have to pay for the traffic they are generating.

In regards to the requested Gas Station, this is not needed here, with multiple gas stations at either end of Shell Road, nor it it in line with the Future Use plan and the Community Center designation.

I encourage the Planning and Zoning team to work with the applicant to remove the MF-2 zoning, modify the Commercial to C1 and integrate vertical use residential. Additionally, the goal should be to maximize tree retention, show a plan which maximizes public space enhancements as well as not allowing increases in impervious cover. Traffic should be charged appropriately for the volume and type of traffic they will generate, and finally, the gas station should not be allowed.

Sincerely,

Heath Culp

Comments from Neighboring Property Owners

Terrie Hahn

321 Logan Ranch Rd.

I would be **OPPOSED** if the multi family/apartment plan that NOVA wants, as it stands right now, continues. I would rather see a single family neighborhood adjacent to my Country Estates type of neighborhood where we all own 2-5 acres properties. I thought the City had a policy of a gradual change from large lots to apartment complexes with single family homes in between and then multi.

If NOVA's plan goes forward with fewer one or two story townhouses/condos per acre and no apartment complex, I would **FAVOR** it. I really don't want them to go to TCEQ with a WWPF on my property line, just 300' from my well. If an apartment complex is inevitable (and I thought the City was slowing down on apartment complexes) maybe it could be right on Shell Rd away from our property lines. I would hope that NOVA would pitch in money for the roads/traffic lights that will be needed for such a populated acreage.

Thank you for your attention to this difficult matter.

Terrie Hahn

Subject: Project Case # 2025-4-ANX

Planning and Zoning Commissioners,

As residents adjacent to the property at Shell Road and Shell Spur we are opposed to the proposed development. We would like for the property to be annexed because we do not want a waste water treatment facility next to our homes, however, we do not want apartments either. When this developer started this process several years ago, the P&Z board said that apartments were not appropriate next to million dollar estate homes. That has not changed. Apartments are still inappropriate. They will have a devastating effect on our quality of life and our property values, as will a waste water treatment facility.

The developer met with a group of neighbors and the sentiment was strongly against multi family housing. They had several meetings with a small group of neighbors to find out what was important to us. When they changed the proposal after being turned down by the city, they changed many of the things that we communicated were important for us like less density and setbacks of 50' from our homes. They did this with no communication to us. Since they went to the city council we have not heard from them at all.

We are not opposed to development on this property, but it needs to be developed in a way that is appropriate to the existing neighbors and good for the nearby community. This does not meet those standards.

Sincerely,
Carol and Brian Tharp

Shell Spur Tract PUD 2025-12-ANX

City Council

February 24, 2026

GEORGETOWN TEXAS

Item Under Consideration

2025-12-ANX

- Public Hearing and First Reading of an Ordinance on a request for a Zoning Map Amendment to zone, upon annexation, approximately 14.20 acres in the William Roberts Survey, Abstract 524, as the Planned Unit Development (PUD) Zoning District with base zoning of Low Density Multi Family (MF-1), with portions of Right-Of-Way for Shell Road, generally located at 2200 Shell Road, Georgetown, Texas. Ryan Clark, AICP, Planning Manager

Case History

- Original ANX+PUD requested in early 2023
- Scheduled for P&Z on July 18, 2023, but withdrew application before hearing
- Property was withdrawn from ETJ on January 23, 2024
- Property was brought back into ETJ by resolution on April 22, 2025
- The PUD had a Council Workshop discussion at the same April 22 meeting.
- The PUD Received a recommendation of Denial at the August 19, 2025 P&Z Meeting (7-0).

Summary of PUD Changes

Since the August 19, 2025 P&Z Meeting, the applicants have made the following amendments:

- Removed the reduction to Tree Mitigation Rates (but have kept the right to remove without a Tree Removal Permit)
- Increased maximum allowed density in the MF-1 area to 14 DUA
  - Normal UDC max is 14, they previously proposed 10 DUA
- Reverted MF-2 back to 24 DUA rather than an aggregate with the overall site of 434 units.
- Removed enhanced setback to RS (was 50', now normal UDC 20')
- Removed architectural standard requiring a minimum of 2 wall plans)

Staff Analysis

- Staff maintains its previous grading of the request:
  - The request complies with two, partially complies with two, and does not comply with one of the criteria established in UDC Section 3.06.030 for a Zoning Map Amendment
  - The request complies with one, partially complies with one, and does not comply with four of the criteria and objectives established in UDC Section 3.06.040 for a Planned Unit Development (PUD)
- While the changes improve mitigation requirements to be closer to the UDC, the increase in MF-1 density and removal of enhanced setbacks are a net negative.

Approval Criteria – UDC Section 3.06.030

Criteria for Zoning Map Amendment	Complies	Partially Complies	Does Not Comply
The application is complete, and the information contained within the application is sufficient and correct enough to allow adequate review and final action;	X		
The zoning change is consistent with the Comprehensive Plan;		X	
The zoning change promotes the health, safety or general welfare of the City and the safe orderly, and healthful development of the City;			X

Approval Criteria – UDC Section 3.06.030

Criteria for Zoning Map Amendment	Complies	Partially Complies	Does Not Comply
The zoning change is compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood; and		X	
The property to be rezoned is suitable for uses permitted by the district that would be applied by the proposed amendment.	X		

Approval Criteria – UDC Section 3.06.040

Criteria for PUDs	Complies	Partially Complies	Does Not Comply
A variety of housing types, employment opportunities, or commercial services to achieve a balanced community.		X	
An orderly and creative arrangement of all land uses with respect to each other and to the entire community.			X
A planned and integrated comprehensive transportation system providing for a separation of pedestrian and vehicular traffic, to include facilities such as roadways, bicycle ways, and pedestrian walkways.			X

Approval Criteria – UDC Section 3.06.040

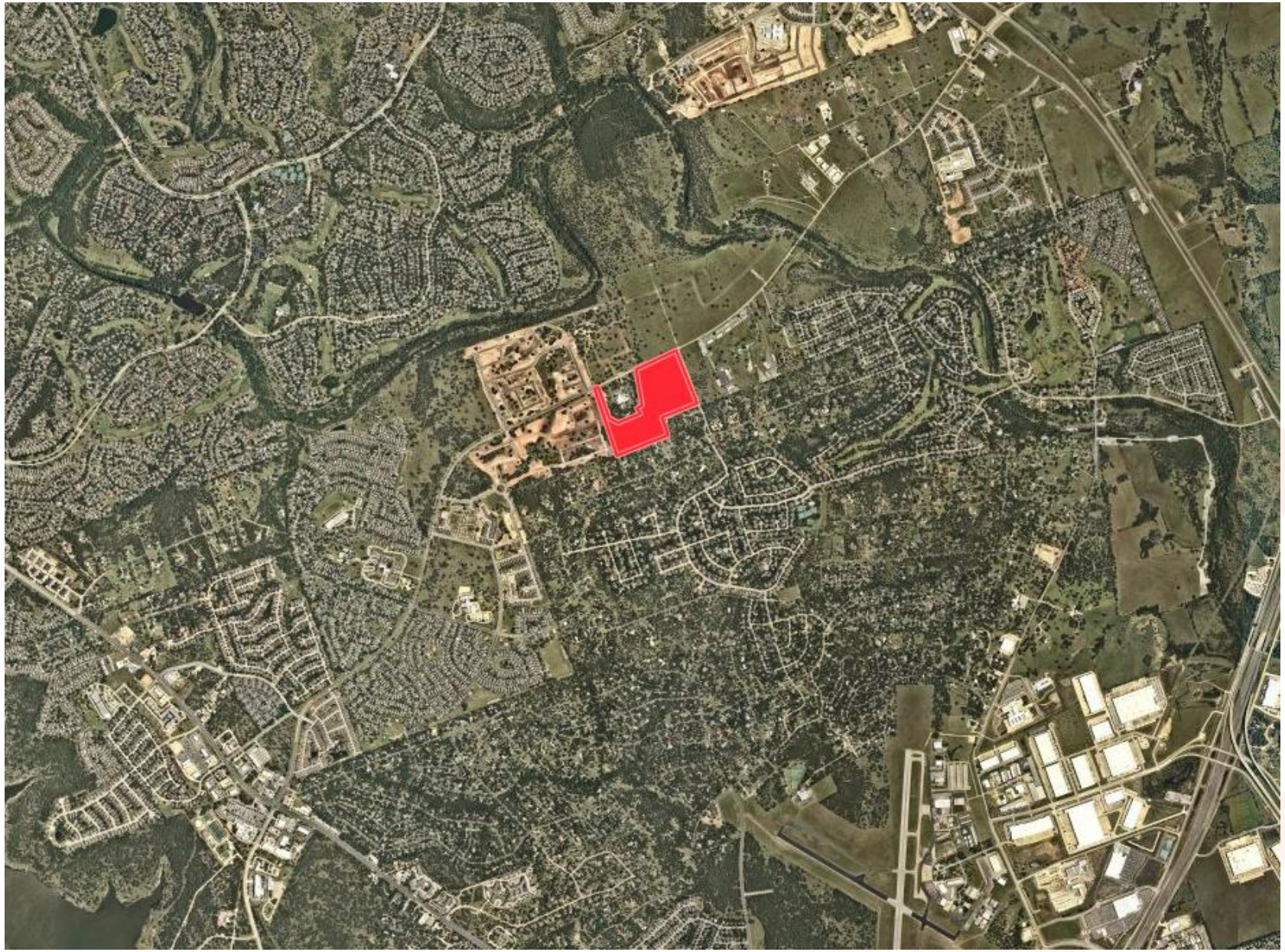
Criteria for PUDs	Complies	Partially Complies	Does Not Comply
The provisions of cultural or recreational facilities for all segments of the community.			X
The location of general building envelopes to take maximum advantage of the natural and manmade environment.			X
The staging of development in a manner which can be accommodated by the timely provision of public utilities, facilities, and services.	X		

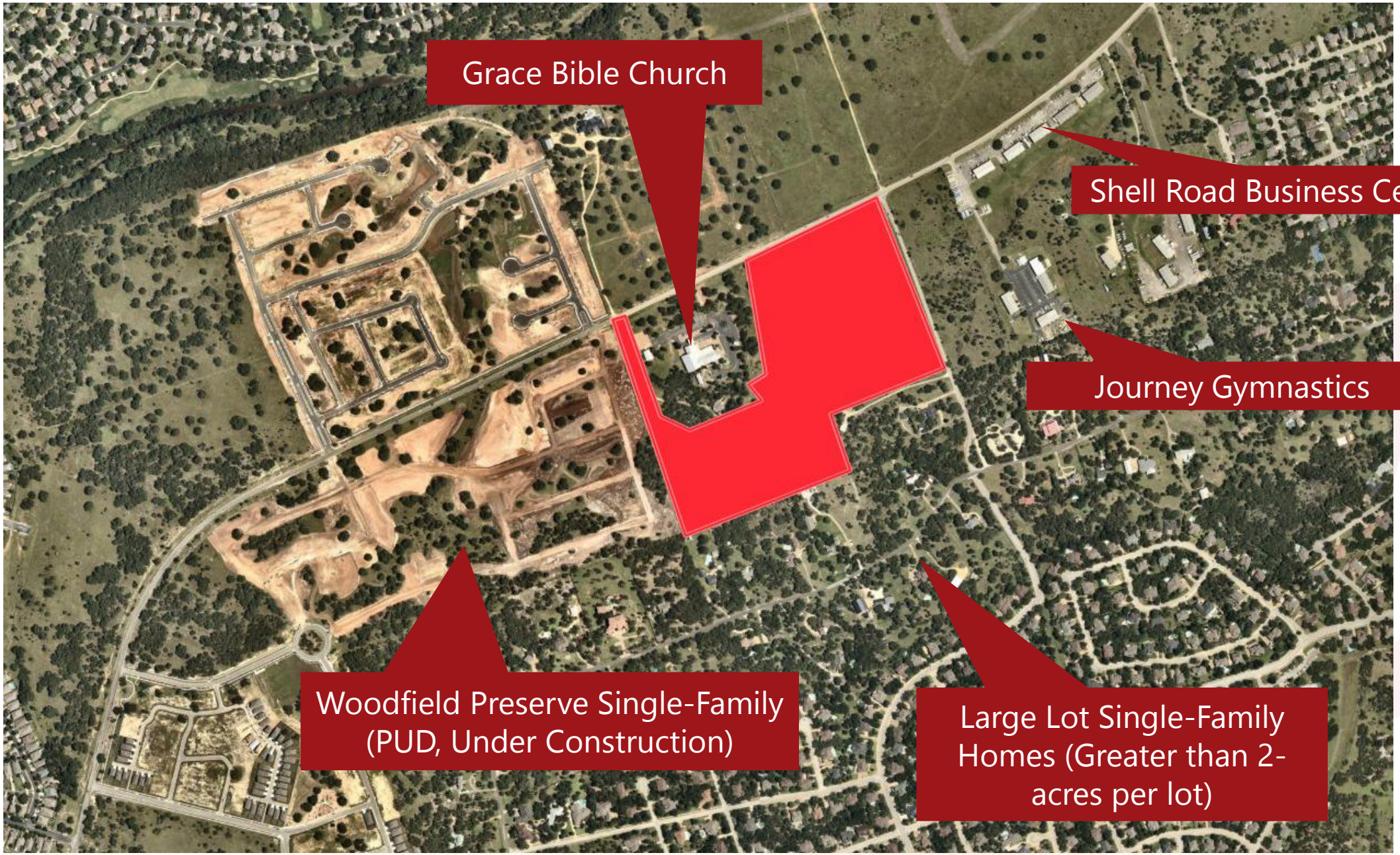
August 19, 2025 Presentation

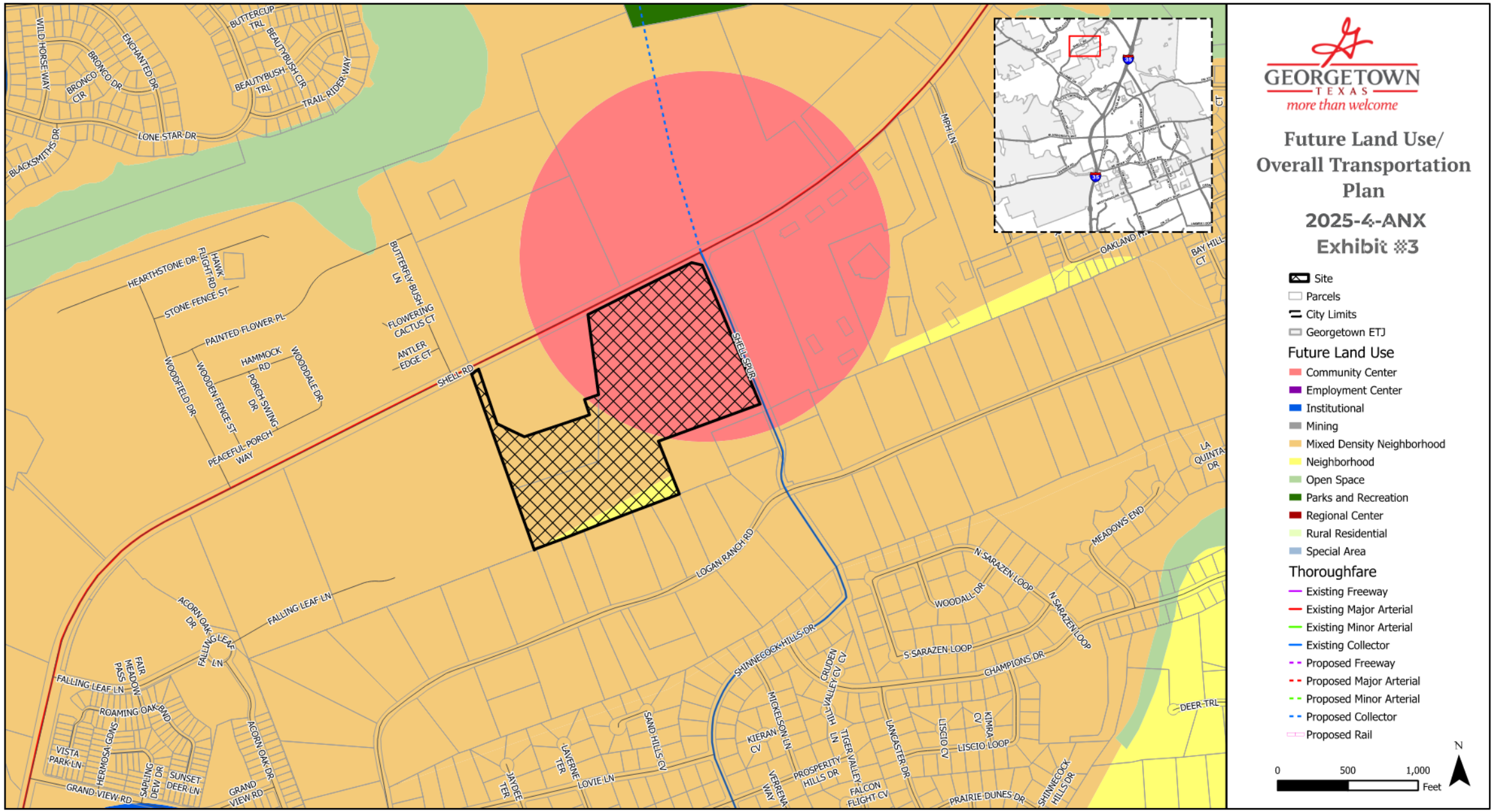
GEORGETOWN TEXAS

Council Feedback

- Provide buffering and transition standards between existing and approved residential developments
- Fuel Sales should be constructed concurrently with neighborhood commercial building
- MF-2 designed consistently with development standards in new UDC (Urban style, pedestrian oriented, mixed-use)
- Parity with standard UDC requirements
- Allowance for new tree credits in new tree preservation ordinance
- Compliance with Transportation Impact Fee Policy
- Priority working with applicant to provide improvements to Shell Spur and Shell Road




Grace Bible Church
Shell Road Business Center
Journey Gymnastics
Woodfield Preserve Single-Family (PUD, Under Construction)
Large Lot Single-Family Homes (Greater than 2-acres per lot)


GEORGETOWN
TEXAS
more than welcome
Future Land Use/
Overall Transportation
Plan
2025-4-ANX
Exhibit #3
Site
Parcels
City Limits
Georgetown ETJ
Future Land Use
Community Center
Employment Center
Institutional
Mining
Mixed Density Neighborhood
Neighborhood
Open Space
Parks and Recreation
Regional Center
Rural Residential
Special Area
Thoroughfare
Existing Freeway
Existing Major Arterial
Existing Minor Arterial
Existing Collector
Proposed Freeway
Proposed Major Arterial
Proposed Minor Arterial
Proposed Collector
Proposed Rail
0
500
1,000
Feet
N
SHELL RD
SHELL SPUR
LOGAN RANCH RD
FALLING LEAF LN
SHINNECOCK HILLS DR
N SARAZEN LOOP
S SARAZEN LOOP
CHAMPIONS DR
WOODALL DR
MEADOWS END
DEER TRL
LISCIO LOOP
PRAIRIE DUNES DR
SAND HILLS CV
LOVIE LN
GRAND VIEW RD
ROAMING OAK BND
LONE STAR DR
BLACKSMITHS DR
HEARTHSTONE DR
STONE FENCE ST
PAINTED FLOWER PL
HAMMOCK RD
PORCH SWING DR
PEACEFUL PORCH WAY
WOODFIELD DR
WOODEN FENCE ST
WOODDALE DR
BUTTERFLY BUSH LN
FLOWERING CACTUS CT
ANTLER EDGE CT
MPH LN
OAKLAND
BAY HILL CT
LA QUINTA DR
ACORN OAK DR
FAIR MEADOW PASS
VISTA PARK LN
HERMOSA GDNS
SAPLING DEV DR
SUNSET DEER LN
JAYDEE TER
LAVERNE TER
VERENA WAY
KIERAN CV
MICKELSON LN
CRUDEN VALLEY CV
HILL LN
TIGER VALLEY
PROSPERITY HILLS DR
FALCON FLIGHT CV
LANCASTER DR
LISCIO CV
KIMRA CV
SHINNECOCK HILLS DR

Mixed Density Neighborhood (MDN)

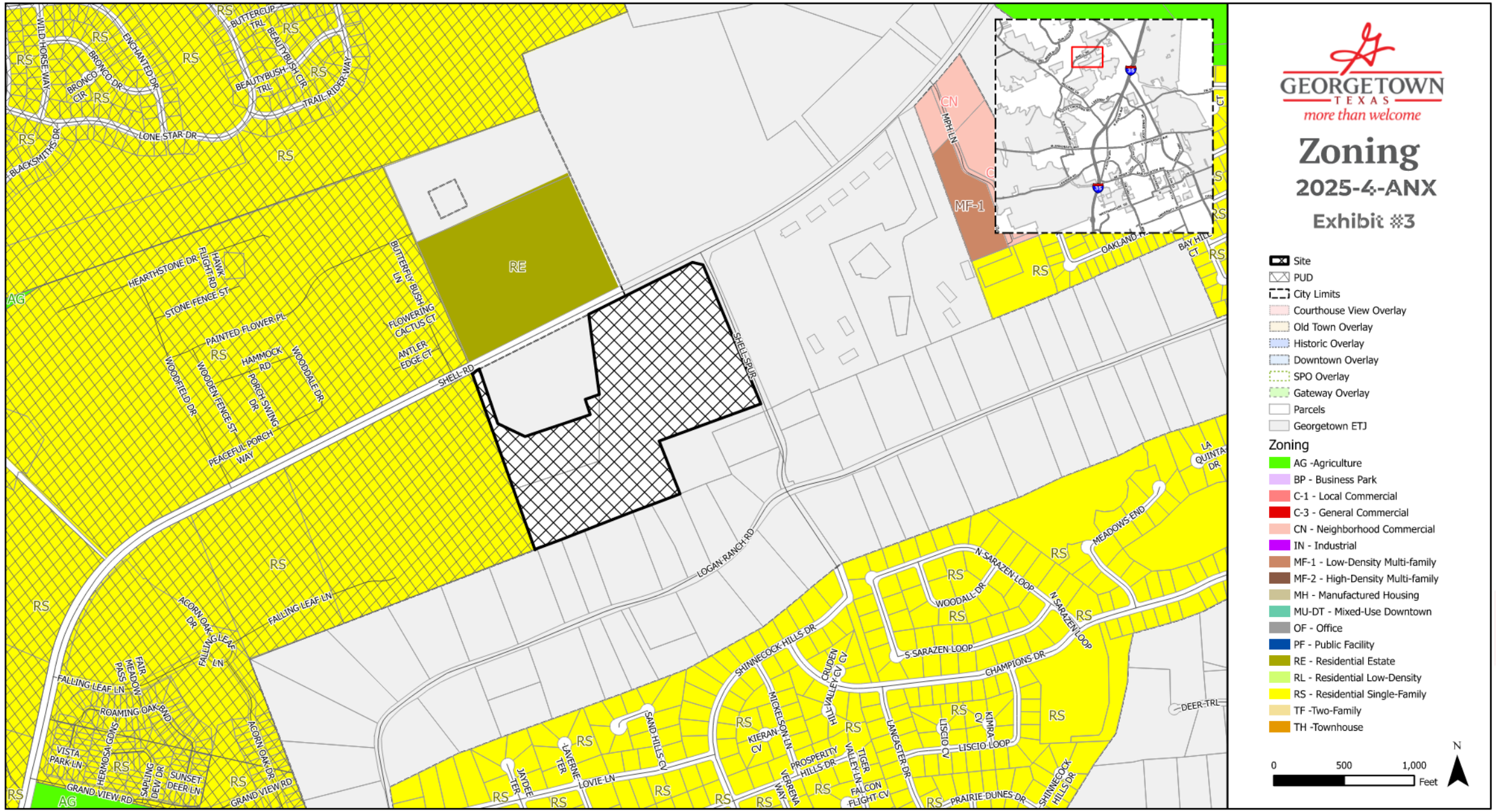
- Provides for a variety of single-family and medium density housing types in a compact network of complete, walkable streets
- consistent with and complimentary to a traditional neighborhood, with an emphasis on connectivity
- Compatibility between housing types can be achieved through development standards like lot size, setbacks, and building design
- Non-residential uses located at arterials and major intersections with appropriate buffering and pedestrian elements

- **DUA:** 5.0 minimum
- **Target Ratio:** 25% detached residential (5-7 DUA), 45% Moderate density residential (townhomes, duplexes, cottage court), 30% nonresidential
- **Primary Use:** Variety of single-family home types (detached, duplex, townhome), small lot single-family detached homes
- **Secondary Uses:** Limited neighborhood-serving retail and service uses, office, institutional, civic, parks, and open space

Community Center (CC)

- Centralized nodes and corridors of neighborhood services for residents of surrounding neighborhoods rather than all of Georgetown and the surrounding region
- At intersections of arterial and major roads
- Vertical mixed-use, with compatible uses and built form. Transitions between uses should be provided
- Provide pedestrian connection to residential uses, common areas, and outdoor amenities

- **DUA:** ≥ 14
- **Target Ratio:**
  - 80% nonresidential
  - 20% vertical mixed-use multifamily
- **Primary Uses:** Small to mid-size retailers, restaurant, hair and nail salons, barber shops, pharmacies, and recreation and fitness businesses (privately run gyms, arcades, Pilates, children's indoor play areas
- **Secondary Uses:** Medium and high density residential, small scale live entertainment in shared green space, specialty retailers, professional office, civic uses, and parks and open space


GEORGETOWN
TEXAS
more than welcome
Zoning
2025-4-ANX
Exhibit #3
Site
PUD
City Limits
Courthouse View Overlay
Old Town Overlay
Historic Overlay
Downtown Overlay
SPO Overlay
Gateway Overlay
Parcels
Georgetown ETJ
Zoning
AG -Agriculture
BP - Business Park
C-1 - Local Commercial
C-3 - General Commercial
CN - Neighborhood Commercial
IN - Industrial
MF-1 - Low-Density Multi-family
MF-2 - High-Density Multi-family
MH - Manufactured Housing
MU-DT - Mixed-Use Downtown
OF - Office
PF - Public Facility
RE - Residential Estate
RL - Residential Low-Density
RS - Residential Single-Family
TF -Two-Family
TH -Townhouse
0
500
1,000
Feet
N
RE
RS
AG
CN
MF-1
SHELL RD
SHELL SPUR
LOGAN RANCH RD
OAKLAND DR
BAY HILL CT
MPH LN
LA QUINTA DR
MEADOWS END
N SARAZEN LOOP
WOODALL DR
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CRUDEN VALLEY CV
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PRAIRIE DUNES DR
FALCON FLIGHT CV
VERRENA WAY
SAND HILLS CV
LAVERNE TER
JAYDEE TER
LOVIE LN
DEER TRL
BUTTERCUP TRL
BEAUTYBUSH CIR
BEAUTYBUSH TRL
TRAIL RIDER WAY
WILD HORSE WAY
ENCHANTED DR
BRONCO DR
BRONCO CIR
LONE STAR DR
BLACKSMITHS DR
HEARTHSTONE DR
HAWK FLIGHT RD
STONE FENCE ST
PAINTED FLOWER PL
BUTTERFLY BUSH LN
FLOWERING CACTUS CT
ANTLER EDGE CT
HAMMOCK RD
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PORCH SWING DR
WOODFIELD DR
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PEACEFUL PORCH WAY
FALLING LEAF LN
ACORN OAK DR
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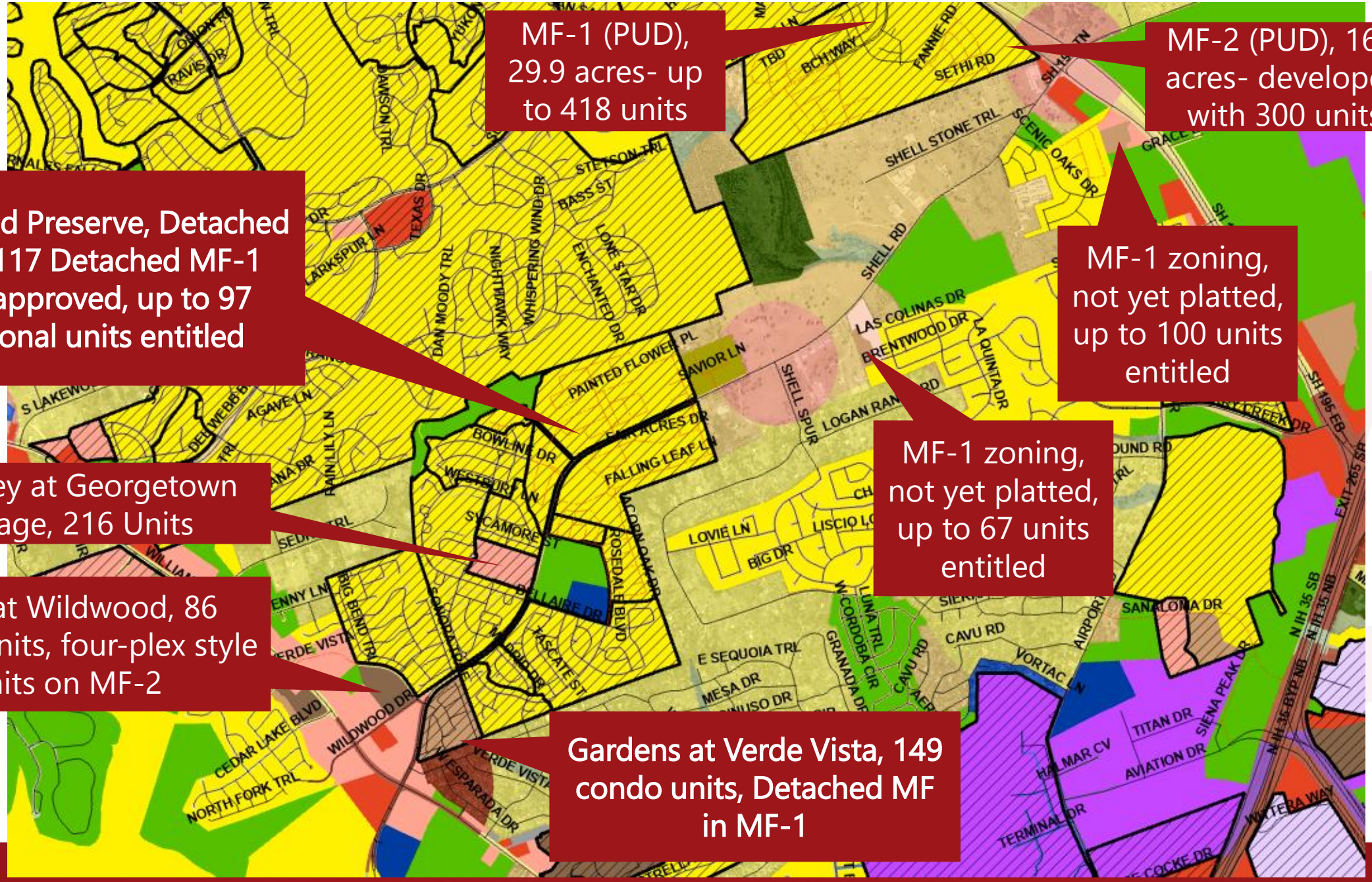
ROAMING OAK BND
VISTA PARK LN
HERMOSA CONS
SAPLING DEW DR
SUNSET DEER LN
GRAND VIEW RD


MF-1 (PUD), 29.9 acres- up to 418 units
MF-2 (PUD), 16.2 acres- developed with 300 units
Woodfield Preserve, Detached MF-1, 117 Detached MF-1 Units approved, up to 97 additional units entitled
MF-1 zoning, not yet platted, up to 100 units entitled
MF-1 zoning, not yet platted, up to 67 units entitled
Delaney at Georgetown Village, 216 Units
Oaks at Wildwood, 86 Condo Units, four-plex style units on MF-2
Gardens at Verde Vista, 149 condo units, Detached MF in MF-1

Low Density Multi-Family (MF-1)

- Attached and detached multi-family
- Apartments, condos, triplexes, fourplexes
- Should have convenient access to major thoroughfares
- Should not route traffic through low density areas
- May be appropriate adjacent to residential and non-residential districts

Dimensional Standards

- Max density = 14 units/acre
- Min. lot size = 12,000 sq. ft.
- Min. lot width = 50’
- Max building height = 35’
- Front setback = 20’
- Side setback = 10’
- Rear setback = 10’
- Side/rear street setback = 15’
- Side/rear setback to residential = 20’
- 15’ bufferyard adjacent to RS

High Density Multi-Family (MF-2)

- Attached multi-family
- Apartments and condos
- Should have direct access to major thoroughfares and arterial streets
- Should not route traffic through low density areas
- May be appropriate adjacent to residential and non-residential districts

Dimensional Standards

- Max density = 24 units/acre
- Min. lot size = 2 acres
- Min. lot width = 50’
- Max building height = 45’
- Front setback = 25’
- Side setback = 15’
- Rear setback = 15’
- Side/rear street setback = 20’
- Side/rear setback to residential = 30’
- 15’ bufferyard adjacent to RS

General Commercial (C-3)

- Commercial and retail serving entire community
- May be large in scale and generate substantial traffic
- Appropriate along Arterials and Freeways

Dimensional Standards

- Max building height = 60’
- Front setback = 25’
- Side setback = 10’
- Rear setback = 10’
- Side setback to residential = 15’
- Rear setback to residential = 25’
- 15’ bufferyard adjacent to RS

Planned Unit Development (PUD)

- Special purposed zoning district
- Allows flexibility in planning and design
- Can accommodate unique developments or environmentally-sensitive areas to be developed with a common scheme
- Can accommodate multiple uses

RIGHT TURN LANE
ACCESS EASEMENT, TYP.
163'
474'
430'
472'
432'
68' COLLECTOR ENTRY
3
COMM. (C-3)
3.38 ACRES
4
COMM.(C-3)
2.45 ACRES
395'
30' BUILDING SETBACK, TYP.
RIGHT TURN LANE
15' REQUIRED BUFFERYARD, TYP.
GRACE BIBLE CHURCH
LENNAR HOMES
2
MULTI FAMILY(MF-2)
13.16 ACRES
24.0 DU/AC
390'
DRIVEWAY LOCATION APPROVED, BUT NOT REQUIRED PER PUD
15' EASEMENT
TRACT 2
405'
1
MF1
9.85 ACRES
14.0 DU/AC
125' TRANSITION SETBACK (35'/2 STORY LIMIT)
FUTURE SHELL SPUR RIGHT-OF-WAY DEDICATION
15' LANDSCAPE BUFFER ADJACENT TO EXISTING RESIDENTIAL, TYP.
LAND USE SUMMARY
Acres
Max. Density
(MF-1) Mult Family Res. 9.85 acres 14.0 du/ac
(MF-2) Multi Family Res. 13.16 acres 24.0 du/ac
Residential Total: 23.01 acres
Commercial 5.83 acres
Total: 28.84 acres

LAND USE SUMMARY

	Acres	Max. Density
(MF-1) Mult Family Res.	14.20 acres	14.0 du/ac

Prohibited Uses Within C-3

- Multifamily, Attached Dwelling Units
- Motel - Hotel, Extended Stay
- Hotel, Boutique
- Hotel, Full Service
- Hotel, Limited Service
- Dance Hall or Night Club
- Major Event Entertainment
- Event Facility
- Driving Range
- Firing Range, Indoor
- Laundromat
- **Small Engine Repair**
- Funeral Home
- **Self Storage, Outdoor**
- **Self Storage, Indoor**
- Manufactured Housing Sales
- Automobile Sales, Rental or Leasing Facility
- Commercial Vehicle Sales, Rental or Leasing Facility
- **Automobile Parts and Accessories Sales, Outdoor**
- **Automobile Repair and Service, General**
- **Fuel Sales***
- Recreational Vehicle Sales, Rental or Service
- Heliport
- Bus Barn
- Parking Lot, Off-Site
- Parking Lot, Commercial
- Park-n-Ride Facility
- Private Transport Service Dispatch Facility
- Transit Passenger Terminal
- Lumber Yard
- Seasonal Product Sales
- Blood or Plasma Center
- Flea Market
- Pawn Shop
- **Personal Services, Restricted**
- Kennel
- Live Music or Entertainment
- Correctional Facility
- Recreational Vehicle Sales, Rental or Service
- **Car Wash**

Fuel Sales

PUD allows for a fuel sales use by right on Tract 4 subject to the following regulations:

- Buffering
  - 6' high opaque screening wall along the south property line.
  - One shade tree, two evergreen ornamental trees and eight evergreen shrubs every 50 linear feet on the southern property line, except for Driveways and Cross Access

- Setbacks
  - 30' rear building and canopy setback along southern property line to the MF-2.
  - Underground storage tanks must be setback 150' of a residentially zoned property
  - If a building is placed between the fuel tank and the residential property line the setback is 100'
  - Fuel Canopy must be setback 100' from a residential property line.

- No more than 8 multi-fuel dispensers shall be permitted. Separate high-floor diesel islands for large vehicles are prohibited.

- The Fuel Sales use shall only operate between the hours of 5 am-12am.

Modifications to MF-1 Standards

Standard	UDC	PUD
Maximum Density	14 dwelling units per acre	14 dwelling units per acre **(was 10 DUA)**
Impervious Cover	50%	60%
Setback adjacent to RS	20’	20’ **(was 50’)**
Building Height	35 feet	125’ transition setback shall be established adjacent to SF lots on southern property line of tract 2 and western boundary of tract 1. Limited to 2 stories in height within this zone.
Architectural Standards	UDC 7.03 (possible articulation, 3 to 5 features form list)	Front elevations shall contain a minimum of 2 wall planes per unit on the front elevation and building separation shall be a minimum of 6’.
Building Separation	15’	6’

Modifications to MF-2 Standards

Standard	UDC	PUD
Impervious Cover	50%	60% (In the event tract 3 is developed with Multi-family, detached.)
Architectural Standards	UDC 6.02.090.C.2 – Minimum building separation of 15' required between all buildings.	Building separation reduced to 6' apart.

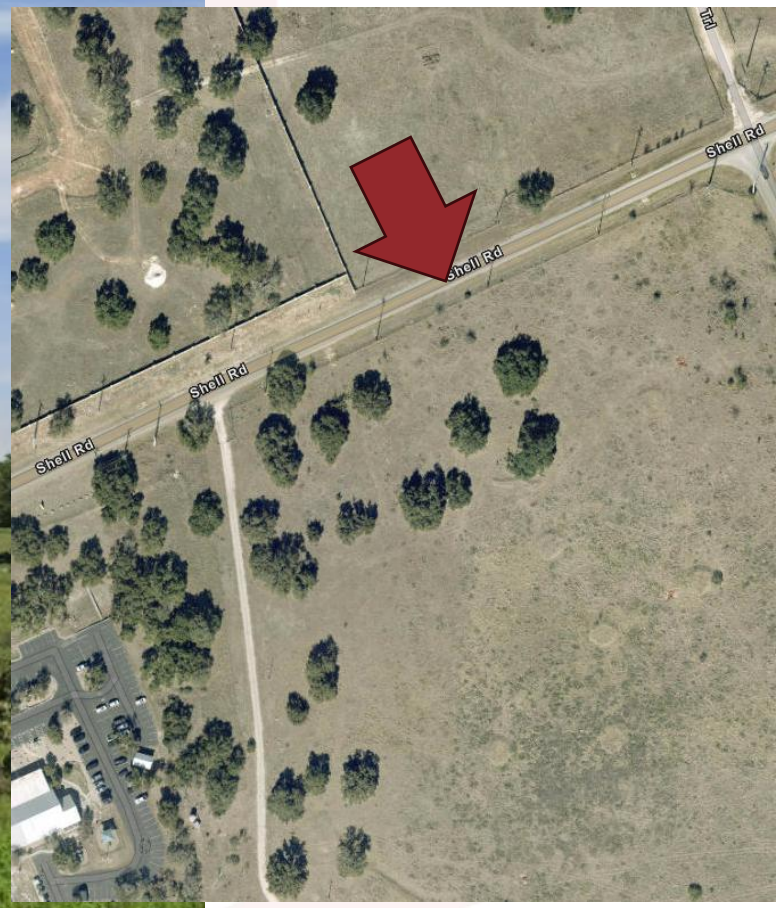
Standards Applicable to Whole Development

Standard	UDC	PUD
Traffic Impact Analysis	12.09 – A Traffic Impact Analysis shall be required for any development that generates more than 2,000 average daily trips, based upon the latest edition of the Institute of Transportation Engineers (ITE) Trip Generation Manual.	Traffic Impact Analysis of the UDC is not applicable to the PUD.
Traffic Improvements	12.02.020 – Developer is responsible for all costs of materials, design, and construction of the public improvements required by the UDC	Two right-turn lanes shall be provided, one on Shell Road and the other at Shell Spur. **No additional off-site improvements shall be required.**
Inter-Parcel Connectivity	UDC 12.05.030 – All new commercial shall provide driveway connections to adjacent properties with access easements where necessary.	**Section 12.05.010, 12.05.020 and 12.05.030 of Chapter 12 of the UDC is not applicable to the PUD** and is replaced with the following requirements: i. A private drive, extending from Shell Road to Tract 1, shall be provided and constructed to Neighborhood Collector standards as defined in the UDC.
Pedestrian Connectivity	No requirement for **private** connectivity between Commercial and MF-2.	A 5' Pedestrian Paseo with an access gate shall be provided between Tract 3 (MF-2) and Tract 4 (C-3 tract not used for Fuel Sales)

Tree Preservation and Protection Standards

UDC	PUD
UDC 8.02.040.B - **Heritage Tree Removal Permit.** Heritage Trees require a removal permit and may only receive approval after mitigation is provided and all efforts to save the tree have been exhausted. Prot Protected Trees require mitigation but not a removal permit.	Heritage and Protected Trees may be removed by right. The Revised PUD removed the following reductions to Mitigation Standards:
UDC 8.02.040.C.1.b. - Mitigation Ratios - Mitigation shall be provided at a 3:1 inch basis for the total diameter inches of Heritage Trees removed, measured at DBH.	~~Mitigation shall be provided at a 3:1 inch basis for the total diameter inches of Heritage Trees removed.~~
Heritage and Protected Trees saved do not provide mitigation inches in the UDC.	~~Heritage Trees saved with no impact to excavation within ½ critical root zone and within park area shall count as 3:1 mitigation. Additional landscaping, irrigation, sod, plantings, granite trails, benches, tables, trash cans, etc. shall not impact the 3 to 1 mitigation and are encouraged. Saved protected trees that are 16" or greater get 2:1 mitigation credit.~~
UDC 8.02.040.C.4. Mitigation by Payment	~~Once mitigation by existing on-site credit trees and on-site replacement trees have been awarded, fee-in-lieu payment mitigation rate set by City Council pursuant to Chapter 8 of the UDC shall~~ ~~**be reduced by 50%.**~~

BUTTERFLY BUSH LN
RUE DE LUMIERE LN
GENEVA WAY
MONTREUX ST
VIA FIRENZE RD
SHELL RD
FLOWERING CACTUS CT
ANTLER EDGE CT
SHELL SPUR
DRAGONFLY ST
FAIR ACRES DR
FIREFLY DR
FALLING LEAF LN


Shell Rd
Shell Rd
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Shell Rd

Approval Criteria – UDC Section 3.06.030

Criteria for Zoning Map Amendment	Complies	Partially Complies	Does Not Comply
The application is complete, and the information contained within the application is sufficient and correct enough to allow adequate review and final action;	X		
The zoning change is consistent with the Comprehensive Plan;		X	

Comprehensive Plan Guidance

Mixed-Density Neighborhood

- **DUA:** 5.0 minimum
- **Target Ratio:**
  - 25% detached residential (5-7 DUA)
  - 45% Moderate density residential (townhomes, duplexes, cottage court)
  - 30% nonresidential
- **Primary Use: Variety of single-family home types (detached, duplex, townhome)**, small lot single-family detached homes
- **Secondary Uses: Limited neighborhood-serving retail and service uses**, office, institutional, civic, parks, and open space

Community Center

- **DUA:** ≥ 14
- **Target Ratio:**
  - 80% nonresidential
  - 20% vertical mixed-use multifamily
- **Primary Uses:** Small to mid-size retailers, restaurant, hair and nail salons, barber shops, pharmacies, and recreation and fitness businesses (privately run gyms, arcades, Pilates, children's indoor play areas)
- **Secondary Uses:** Medium and high density residential, small scale live entertainment in shared green space, specialty retailers, professional office, civic uses, and parks and open space

Approval Criteria – UDC Section 3.06.030

Criteria for Zoning Map Amendment	Complies	Partially Complies	Does Not Comply
The zoning change promotes the health, safety or general welfare of the City and the safe orderly, and healthful development of the City;			X

Standards Applicable to Whole Development

Standard	UDC	PUD
Traffic Impact Analysis	12.09 – A Traffic Impact Analysis shall be required for any development that generates more than 2,000 average daily trips, based upon the latest edition of the Institute of Transportation Engineers (ITE) Trip Generation Manual.	Traffic Impact Analysis of the UDC is not applicable to the PUD.
Traffic Improvements	12.02.020 – Developer is responsible for all costs of materials, design, and construction of the public improvements required by the UDC	Two right-turn lanes shall be provided, one on Shell Road and the other at Shell Spur. **No additional off-site improvements shall be required.**
Inter-Parcel Connectivity	UDC 12.05.030 – All new commercial shall provide driveway connections to adjacent properties with access easements where necessary.	**Section 12.05.010, 12.05.020 and 12.05.030 of Chapter 12 of the UDC is not applicable to the PUD** and is replaced with the following requirements: i. A private drive, extending from Shell Road to Tract 1, shall be provided and constructed to Neighborhood Collector standards as defined in the UDC.
Pedestrian Connectivity	No requirement for **private** connectivity between Commercial and MF-2.	A 5' Pedestrian Paseo with an access gate shall be provided between Tract 3 (MF-2) and Tract 4 (C-3 tract not used for Fuel Sales)

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UDC 8.02.040.C.4. Mitigation by Payment	Once mitigation by existing on-site credit trees and on-site replacement trees have been awarded, fee-in-lieu payment mitigation rate set by City Council pursuant to Chapter 8 of the UDC shall **be reduced by 50%.**

Approval Criteria – UDC Section 3.06.030

Criteria for Zoning Map Amendment	Complies	Partially Complies	Does Not Comply
The zoning change is compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood; and		X	
The property to be rezoned is suitable for uses permitted by the district that would be applied by the proposed amendment.	X		

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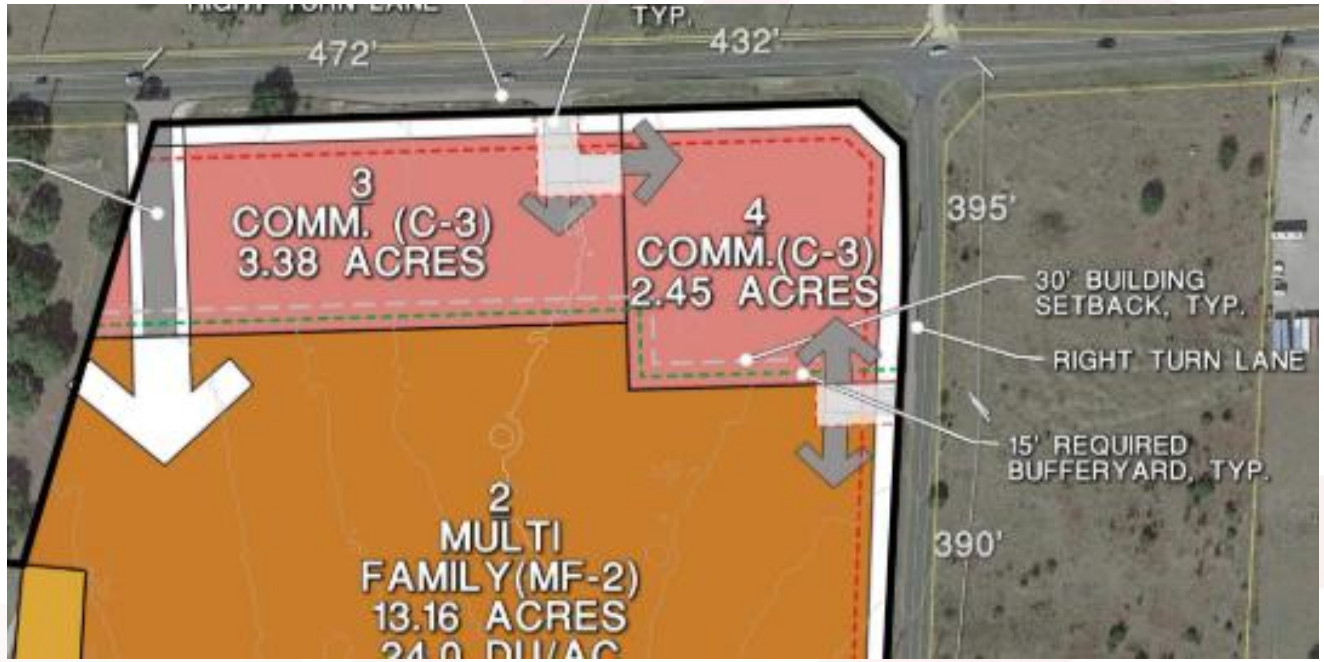
Criteria for PUDs	Complies	Partially Complies	Does Not Comply
A variety of housing types, employment opportunities, or commercial services to achieve a balanced community.		X	
An orderly and creative arrangement of all land uses with respect to each other and to the entire community.			X
A planned and integrated comprehensive transportation system providing for a separation of pedestrian and vehicular traffic, to include facilities such as roadways, bicycle ways, and pedestrian walkways.			X

Orderly and Creative Arrangement of Land Uses



Approval Criteria – UDC Section 3.06.040

Criteria for PUDs	Complies	Partially Complies	Does Not Comply
The provisions of cultural or recreational facilities for all segments of the community.			X
The location of general building envelopes to take maximum advantage of the natural and manmade environment.			X
The staging of development in a manner which can be accommodated by the timely provision of public utilities, facilities, and services.	X		

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ACCESS EASEMENT, TYP.
163'
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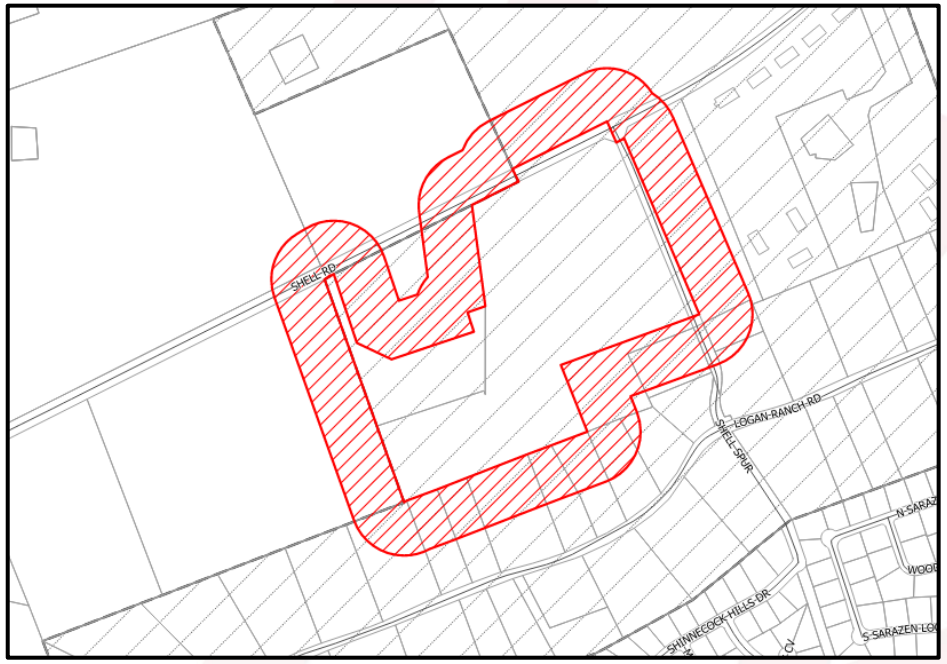
- Parity with standard UDC requirements
- **Allowance for new tree credits in new tree preservation ordinance***
- **Compliance with Transportation Impact Fee Policy**
- **Priority working with applicant to provide improvements to Shell Spur and Shell Road**

Public Notifications

- 10 property owners within the 300' buffer
- Notice in Sun News on December 19, 2025
- Signs posted on the property
- To date, staff has received:
  - 0 written comments IN FAVOR
  - 0 written comments OPPOSED



Summary

- Public Hearing and possible action on a request for a Zoning Map Amendment to zone, upon annexation, approximately 43.13 acres in the Williams Roberts Survey, Abstract 524, as the Planned Unit Development (PUD) zoning district, with portions of Right-Of-Way for Shell Road and Shell Spur, for the property generally located at 2200 Shell Road, Georgetown, Texas. Ryan Clark, AICP, Long Range and Neighborhood Planning Manager
- Per UDC Section 3.06.020.E, the Planning and Zoning Commission shall hold a Public Hearing… and make a recommendation to the City Council

Planning and Zoning Commission
Planning Department Staff Report

Report Date:	January 29, 2026
Case No:	2025-4-ANX and 2025-12-ANX
Project Planner:	Ryan Clark, AICP, Planning Manager

Item Details

Project Name:	Shell Spur Tract PUD and Annexation
Project Location:	Generally located at the southwestern corner of the intersection of Shell Spur and Shell Road, within City Council district No. 5.
Total Acreage:	28.93 acres (2025-4-ANX) & 14.20 acres (2025-12-ANX)
Legal Description:	**(2025-4-ANX)** A 28.93 acres tract of land, lying within the William Roberts Survey, Abstract 524, Williamson County, Texas, and being a portion of a called 43.13 acre tract of land described in Document No. 2021191971 in the Official Public Records of Williamson County, Texas. (2025-4-ANX) **(2025-12-ANX)** A 14.20 acres tract of land, lying within the William Roberts Survey, Abstract 524, Williamson County, Texas, and being a portion of a called 43.13 acre tract of land described in Document No. 2021191971 in the Official Public Records of Williamson County, Texas. (2025-12-ANX)
Applicant:	H.D. Brown Consulting, c/o Amanda Brown
Property Owner:	Nova 368, LLC, c/o Vinod Nagi
Request:	Zoning Map Amendment to zone, upon annexation, the subject property as a **Planned Unit Development (PUD)**, with base zoning districts of **Low-Density Multifamily (MF-1), High Density Multifamily (MF-2), and General Commercial (C-3)**. This request consists of two separate applications filed under 2025-4-ANX and 2025-12-ANX. Both applications have been reviewed by staff in a unified analysis due to the same PUD requirements for both applications where MF-1 district is proposed. The applicant has split the application so that they may potentially withdraw the 14.20 acre western portion if sold to the adjacent Grace Bible Church.
Case History:	This is the second public hearing of this request. This request was previously heard at the Planning and Zoning Commission on August 19, 2025. The Commission recommended denial of the request, 7-0.

Overview of Applicant's Request

The applicant is seeking to annex the subject property into the City Limits with base zoning districts of Low Density Multifamily (MF-1), High Density Multifamily (MF-2), and General Commercial (C-3). The applicant's letter of intent states that the intent of the development is to provide a horizontally integrated, mixed-use community with a mix of low- and high-density residential products in addition to C-3 zoned commercial space. The 14.20 acres of land that encompasses application 2025-12-ANX is only seeking the MF-1 district and has identical standards to the MF-1 requested as part of 2025-4-ANX.

The application will also require the annexation of adjacent right-of-way(ROW). It will include the lengths of Shell Road and Shell Spur the subject properties are adjacent to as well as the intersection for Shell Road and Shell Spur. If the annexation is approved, the development of the site will include the construction of traffic signals at the intersection.

Site Information

Location:
The subject properties are located at the southwest corner of the intersection of Shell Road and Shell Spur in northwest Georgetown. The subject property borders the Logan Ranch neighborhood to the south and a newly proposed residential neighborhood to the west. Grace Bible Church sits north of the subject site along Shell Road.

Physical and Natural Features:
The subject property can be described as a mostly flat, undeveloped tract. The property is scattered with trees, with the densest canopy located on the southwestern portion of the site. There is a private road and a single family home adjacent to the Grace Bible Church site.

Future Land Use and Zoning Designations:
The subject properties consist of two future land use categories. Near the intersection of Shell Road and Shell Spur, the property is designated as Community Center. The remainder of the property has a Mixed-Density Neighborhood Future Land Use Designation. The property does not have a current zoning district as it lies within the City's extraterritorial jurisdiction (ETJ).

Surrounding Properties:
The current zoning, Future Land Use designation, and existing uses of the adjacent properties to the north, south, east and west are outlined in the table below:

DIRECTION	ZONING DISTRICT	FUTURE LAND USE	EXISTING USE
North	RS/Unentitled	Community Center/Mixed Density Neighborhood	Residential Estate/Undeveloped
East	Unentitled	Community Center/Neighborhood	Indoor Gymnasium, Business Center, General Retail
South	Unentitled	Neighborhood	Large Lot Residential
West	Residential Single Family	Mixed Density Neighborhood	Grace Bible Church/Residential Single Family

Property History:
This is the third development application for this property. Previously, the subject property requested annexation with initial zoning of MF-1 and C-1 in 2022. The request was withdrawn before Council action. In 2023, another annexation request was made with an initial zoning of PUD (MF-1, C-1). This request was also withdrawn. After the second annexation request was withdrawn, the property owners voluntarily disannexed the property from the City's ETJ. In addition to pursuing annexation again, the property owners have applied for a Texas Land Application Permit(TLAP) permit with the Texas Commission on Environmental Quality (TCEQ). If not annexed, a TLAP permit would provide a wastewater solution for the property without using the City's wastewater infrastructure.

Comprehensive Plan Guidance

Community Center (CC)

Community Centers (CC) are typically configured as "nodes" of smaller scale at the intersection of arterial roads and other major thoroughfares. These developments provide local retail, professional office, and service-oriented businesses that serve the residents of Georgetown. While typically auto-oriented, pedestrian connections to the surrounding neighborhoods are provided. Well integrated residential developments, which encourage the interaction of residents and businesses, are appropriate and vertical mixed use encouraged. To promote the interaction of integrated and adjacent residential development, these areas emphasize quality building and site design, such as enhanced architectural features, landscaping, and prominent pedestrian facilities.

DUA: 14 or more

Target Ratio: 80% nonresidential, 20% residential

Primary Use: Small to mid-size retailers

Secondary Uses: Medium and high density residential, local restaurants, specialty retailers, professional office, and civic uses

Mixed-Density Neighborhood (MDN)

This category includes a blend of single-family and medium-density housing types. Medium density housing options are consistent with and complementary to the traditional single-family neighborhood with emphasis on connectivity and access to neighborhood amenities including schools and parks. Development standards for medium density housing and any nonresidential uses are in place to ensure compatibility through increased setbacks for taller buildings, architectural designs that are consistent with the neighborhood, location of more intense uses and development nearer to the edge of developments, and enhanced landscaping. Additionally, any non-residential uses are located primarily at arterials and other major roadway intersections and include appropriate buffering and pedestrian orientation to support the surrounding residents.

DUA: 5.1-14.0

Target Ratio: 80% residential, 20% nonresidential

Primary Use: Variety of single-family home types (detached, duplex, townhome)

Secondary Uses: Limited neighborhood-serving retail, office, institutional, and civic uses

Utilities

The subject properties are located within the City's service area for water and are within range to connect to the City's wastewater upon annexation. Additionally, it is located within the Pedernales Electric Cooperative (PEC) service area for electricity. Water and wastewater service is dependent upon the completion of several off-site infrastructure extensions. The applicant has applied for a development agreement with the City for accommodations to assist in the provision of public utilities.

Transportation

The subject properties are serviced by Shell Road, which is identified in the Overall Transportation Plan as a major arterial. Arterial streets provide traffic movement through and between different areas within the city and access to adjacent land uses. Access is more controllable because driveway spacing requirements are much greater and, if safety dictates, overall access can be limited to specific turning

movements. Major arterials connect major traffic generators and land use concentrations and serve much larger traffic volumes over greater distances. A 2021 bond has provided funding to expand Shell Road from Williams Drive, north to Sycamore Street, to a four-lane divided arterial road. There are currently no plans for road improvements north of Sycamore heading toward SH 195.

The western subject properties portion of the 2025-4-ANX application also have frontage along Shell Spur, which is classified in the Overall Transportation Plan as a Collector. These streets are intended to balance traffic between arterial streets and local streets. These streets tend to carry a high volume of traffic over shorter distances, providing access and movement between neighborhoods, parks, schools, retail areas and the arterial street system.

Proposed Zoning district

The Planned Unit Development (PUD) Development Plan proposes the following modifications to the base zoning districts:

General Commercial (C-3) base zoning district (For 2025-4-ANX only):
The General Commercial (C-3) zoning district is intended to provide a location for general commercial and retail activities that serve the entire community and its visitors. Uses may be large in scale and generate substantial traffic, making the C-3 District only appropriate along freeways and major arterials.

In addition to the development standards of C-3, the PUD makes the following modifications:

Standard	UDC	PUD
Use	-	The PUD prohibits a number of uses on both commercial lots as seen on pg. 2 & 3 of the Development Plan.
Fuel Sales	Fuel Sales requires an SUP in the C-3 zoning district.	Fuel Sales to be allowed by right limitations seen on pg. 4) on tract 5 of the PUD.

Low Density Multifamily (MF-1) base zoning district (Applicable to both 2025-4-ANX and 2025-12-ANX):
The **Low Density Multi-Family (MF-1)** zoning district is intended for attached and detached multi-family residential development, such as apartments, condominiums, triplexes, and fourplexes, at a density not to exceed 14 dwelling units per acre (DUA). The MF-1 District may be appropriate in the Moderate Density Residential area based on location, surrounding uses, and infrastructure impacts. Properties zoned MF-1 should have convenient access to major thoroughfares and arterial streets and should not route traffic through lower density residential areas. The MF-1 District is appropriate adjacent to both residential and non-residential districts and may serve as a transition between single-family districts and more intense multi-family or commercial districts.

In addition to the development standards of MF-1, the PUD makes the following modifications:

Standard	UDC	PUD
Maximum Density	14 DUA	NEW PROPOSED: 14 DUA Previous: 10 DUA (max 434 units)
Impervious Cover	50%	60%
Setback adjacent to RS	20′	NEW PROPOSED: 20′ Previous: 50′
Building Height	35 feet	125′ transition setback shall be established adjacent to SF lots on southern property line of tract 2 and western boundary of tract 1. Limited to two stories in height within this zone.
Architectural Standards	UDC 7.03 (possible articulation, three to five features form list)	NEW PROPOSED: Removed the minimum of two wall planes requirements. Kept the Same: building separation shall be a minimum of six feet. Previous: Front elevations shall contain a minimum of 2 wall planes per unit on the front elevation
Multi-Family Unit Regulations	-	- A condominium plat is required to be recorded prior to receiving a Certificate of Occupancy. - No vertically stacked units - Finished floor elevation no more than seven feet above natural grade - Increased setback for outdoor amenities to southern property line

High Density Multi-Family (MF-2) base zoning district (Applicable only to 2025-4-ANX):
The High Density Multi-Family (MF-2) zoning district is intended for attached multifamily residential developments, such as apartments and condominiums, at a density not to exceed 24 dwelling units per acre. The MF-2 District is appropriate in areas designated on the Future Land Use Plan as high density residential or one of the mixed-use categories. Properties zoned

MF-2 should have direct access to major thoroughfares and arterial streets and should not route traffic through lower density residential areas. The MF District is appropriate adjacent to both residential and non-residential districts and may serve as a transition between single-family districts and more intense commercial districts.

In addition to the development standards of MF-2 the PUD makes the following modifications:

Standard	UDC	PUD
Maximum Density	24 dwelling units per acre	NEW PROPOSED: 24 DUA Previous: Maximum of 434 total units
Impervious Cover	50%	60% (In the event tract 3 is developed with Multi-family, detached.)
Architectural Standards	UDC 6.02.080 and 090 – Minimum Building Separation of ten feet	Buildings shall be a minimum of six feet apart if compliant with Fire Code.

In addition to the modifications listed above, the PUD makes the following modifications applicable to the whole development (For both 2025-4-ANX and 2025-12-ANX):

Standard	UDC	PUD
Subdivision and Street Design	12.05.10, 12.05.20, 12.05.30 (standards pertaining to street network connections, street and block standards, and inter-parcel connectivity	12.05.10, 12.05.20, and 12.05.30 shall not apply to this project. Instead: i. A private drive, extending from Shell Road to Tract 1, shall be provided and constructed to Neighborhood Collector standards as defined in the UDC. ii. Two right-turn lanes shall be provided, one at an entrance from Shell Road, and one at an entrance from Shell Spur. No additional off-site improvements shall be required. iii. The extension of Falling Leaf Lane is not required; however, a connection may be made with a private access road or a public road extension.
Traffic Impact Analysis	12.09 – A Traffic Impact Analysis shall be required with any application for a	Traffic Impact Analysis of the UDC is not applicable to the PUD.

	subdivision, Site Plan, Stormwater Permit, or Driveway Permit, for which the proposed development generates traffic in excess of 2,000 average daily trips,	NOTE: The Developer is pursuing a Development Agreement with the City which will delineate the Traffic Improvements the developer will be responsible for.
Tree Preservation and Protection	8.02.030 – Preservation of Protected and Heritage Trees. Reference UDC section 8.02.030 for standards surrounding tree protection and mitigation.	a. Only on Tract 3 (The commercial site not slated for Fuel Sales), Heritage and Protected Trees may be removed by-right without a separate permit. It will still comply with the mitigation requirements of the UDC. NEW PROPOSED: Removed the following variances to Mitigation Requirements: b. Mitigation shall be provided at a 2:1 inch basis for the total diameter inches of Heritage Trees removed, measured at DBH c. Heritage Trees saved with no impact to excavation within ½ critical root zone and within park area shall count as 3 to 1 mitigation. Additional landscaping, irrigation, sod, plantings, granite trails, benches, tables, trash cans, etc. shall not impact the 3 to 1 mitigation and are encouraged. D. Saved protected trees that are 16" or greater get 2:1 mitigation credit E. Once mitigation by existing on-site credit trees and on-site replacement trees have been awarded, fee-in-lieu payment mitigation rate set by City

		Council pursuant to Chapter 8 of the UDC shall be reduced by 50%.
Tract 4- Fuel Sales Use	UDC Section 5.04 - Fuel Sales requires an SUP, which may impose additional site restrictions to ensure compatibility	-Tract 4 may be developed with one Fuel Sales Use by right -Increased setback -Enhanced buffer landscaping with trees - setbacks for underground storage tank -limits on lighting -limit to eight fuel pumps - Increased distance of pumps from residentially zoned property -limit on hours of operation

Intergovernmental and Interdepartmental Review

The proposed rezoning request was reviewed by all applicable City Departments to determine the appropriateness of the requested zoning on the subject property. The applicant is still in discussion with City Staff for the provision of Utility Services as part of the Development Agreement and includes the potential requirements (if approved) for the applicant to construct a lighted signal at the Shell Road and Shell Spur intersection.

Approval Criteria

Staff has reviewed the proposed rezoning request and has found that it complies with two, partially complies with two, and does not comply with one of the criteria established in UDC Section 3.06.030 for a Zoning Map Amendment, as outlined below:

ZONING MAP AMENDMENT (REZONING) APPROVAL CRITERIA	
1. The application is complete and the information contained within the application is sufficient and correct enough to allow adequate review and final action.	**Complies**
This application was reviewed by staff and deemed to be complete.	
2. The zoning change is consistent with the Comprehensive Plan.	**Partially Complies**
The subject property carries two Future Land Use Designations. The portion of the property closest to the intersection of Shell Road and Shell Spur is designated as Community Center, with the remaining portion designated as Mixed-Density Neighborhood. The subject request partially complies with the Comprehensive Plan by providing an opportunity to develop the commercial	

ZONING MAP AMENDMENT (REZONING) APPROVAL CRITERIA	
and medium density uses intended for these areas but lacks the design standards to ensure the built environment reflects the intended vision for each future land use designation. The proposed PUD offers three modified zoning districts: Low-density Multifamily (MF-1), High-Density Multifamily (MF-2), and General Commercial (C-3). Modifications to these zoning districts can be seen on pages five and six of this report and within the development plan. While the density of the MF-1 district aligns with the MDN future land use area, the site design standards within the PUD do not guarantee the overall development is consistent or complimentary to a traditional single-family neighborhood, as intended in the Comprehensive Plan. The multi-family could look similar to a single-family home or townhome but will not be required to provide public streets, public sidewalks internal to the development, or connectivity requirements of standard single-family developments. Further, the Comprehensive Plan calls for vertical mixed use when proposing a residential product in a Community Center. While the uses in both the C-3 and MF-2 zoning district proposed with this PUD can be appropriate, they aren't organized in a meaningful way as desired by the Comprehensive Plan.	
3. The zoning change promotes the health, safety or general welfare of the City and the safe orderly, and healthful development of the City.	**Does Not Comply**
The request will comply with the UDC for Health and Safety standards and generally be aligned with the standard requirements for multi-family, commercial, and fuel sales. The proposed Multi-Family is not aligned with the character of the area or what is recommended by the Comprehensive Plan.	
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 proposed C-3 zoning district is generally appropriate at the corner of Shell Spur and Shell Road. The PUD proposes that tract 4 (corner lot immediately adjacent to the intersection) would be allowed to develop a fuel sales site by right. Additional standards have been introduced to ensure a proper buffer is maintained between this future fuel sales site and the adjacent residential uses. The proposed Low-Density Multifamily (MF-1) district will allow for significantly denser residential development than what currently exists in the area with a maximum rate of 14 dwelling units per acre compared to the adjacent single-family uses that range from less than one unit per acre for the homesteads in the Logan Ranch Subdivision, to up to five units per acre in the Woodfield Preserve development.	
5. The property to be rezoned is suitable for uses permitted by the District that would be applied by the proposed amendment.	**Complies**
The subject property is large enough to support the proposed development. Water and electric infrastructure are accessible to connect to at the time of construction. Wastewater is not currently available at the site, but a 30-inch wastewater line is located approximately half a mile from the subject property, which the developer plans to extend and gain access to. The applicant has	

ZONING MAP AMENDMENT (REZONING) APPROVAL CRITERIA
indicated that while no formal plans for the extension have been submitted, they have worked out a solution to bring wastewater to the site. There are no other natural or man-made barriers that would impede development on this site.

In addition to the rezoning criteria above, staff has reviewed the request and determined that the proposed request complies with one, partially complies with one, and does not comply with four of the criteria and objectives established in UDC Section 3.06.040 for a Planned Unit Development (PUD), as outlined below:

PLANNED UNIT DEVELOPMENT (PUD) APPROVAL CRITERIA	
1. A variety of housing types, employment opportunities, or commercial services to achieve a balanced community.	**Partially Complies**
While the proposed PUD does provide three separate land use types, it does not introduce development standards that differentiate the project from standard MF zoning. The provision of General Commercial zoning along Shell Road has the potential to increase the variety of commercial uses seen in the area.	
2. An orderly and creative arrangement of all land uses with respect to each other and to the entire community.	**Does Not Comply**
The proposed PUD orders its zoning districts in a logical fashion. The commercial is placed at the intersection of Shell Road and Shell Spur with the High-Density and Low-Density multifamily placed behind it to create some transition into adjacent residential areas but does not provide enough transitional standards to ensure a harmonious transition. The PUD does not utilize a creative or orderly layout in terms of development standards internal to the development. The PUD lacks specific development standards to ensure the site design provides an enhanced sense of place within the development, compared to what is typically seen in multi-family developments.	
3. A planned and integrated comprehensive transportation system providing for a separation of pedestrian and vehicular traffic, to include facilities such as roadways, bicycle ways, and pedestrian walkways.	**Does Not Comply**
The proposed PUD utilizes default MF zoning districts without additional standards internal to the site that would provide for a transportation network aligned with the standards of the UDC. The PUD does not enhance the transportation standards applicable to Multi-Family and Commercial zoning and will have a lower amount of pedestrian and vehicular facilities than a typical RS neighborhood.	
4. The provisions of cultural or recreational facilities for all segments of the community.	**Does Not Comply**
The proposed PUD does not provide standards that will ensure the provision of cultural or recreational facilities for the community. The multi-family portion of the PUD will provide common area amenities to be utilized by the residents of this PUD, but those will not serve the greater community. Additionally, all internal streets and sidewalks will be private, limiting access	

PLANNED UNIT DEVELOPMENT (PUD) APPROVAL CRITERIA	
by the greater community. The PUD does not provide parkland and will instead pay a fee in lieu, missing an opportunity to provide public parkland for the surrounding community. The PUD does not alter the C-3 zoning district to require common spaces, promenades, outdoor seating, playgrounds, or other enhanced amenities in connection with any future commercial development.	
5. The location of general building envelopes to take maximum advantage of the natural and manmade environment.	**Does Not Comply**
The PUD does not provide sufficient standards with which building envelopes will take advantage of the natural and manmade environment. While the General Commercial (C-3) zoning district is situated appropriately along Shell Road and Shell Spur, its standards are not modified beyond what is required in the UDC to better contextualize buildings within the commercial zone to the area. The PUD has a large group of Heritage and Protected Trees in the southwestern portion of the site. No standards are added to the PUD to ensure that building envelopes will be situated around these trees, nor an enhanced or clear path with which additional trees will be saved beyond the reduced mitigation already proposed within the PUD.	
6. The staging of development in a manner which can be accommodated by the timely provision of public utilities, facilities, and services.	**Complies**
Staff does not foresee any issues with which development could be inhibited regarding public utilities. The property will be dependent on wastewater to be constructed to the west in the Single-Family development currently being planned for construction.	

Meetings Schedule

February 3, 2026 – Planning and Zoning Commission
February 24, 2026 – City Council First Reading of the Ordinance
MEETING NOT YET SCHEDULED – City Council Second Reading of the Ordinance

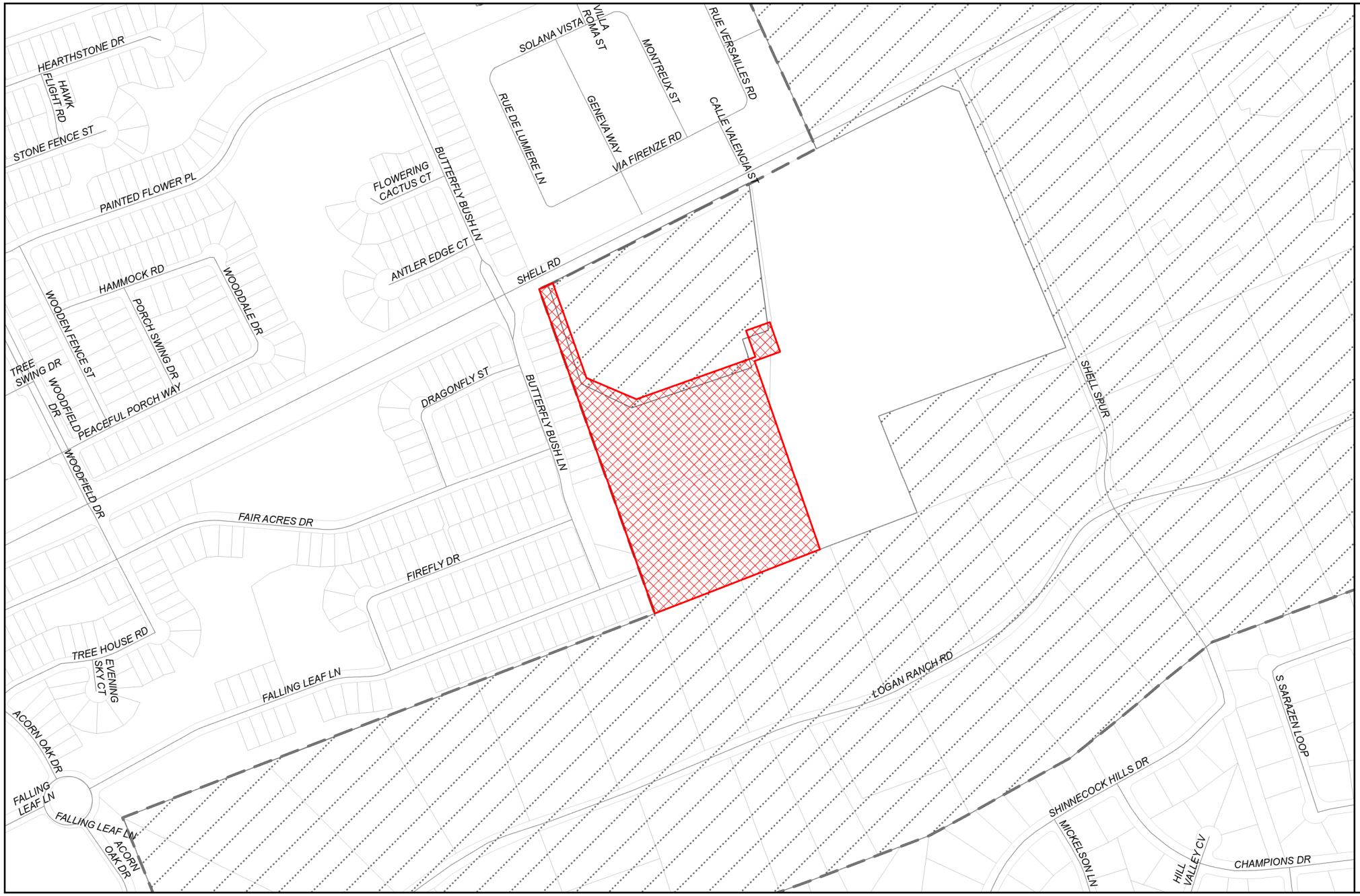
Public Notification

As required by the Unified Development Code, all property owners and registered neighborhood associations within a 300-foot radius of the subject property were notified of the Zoning Map Amendment request (14 notices), a legal notice advertising the public hearing was placed in the Sun Newspaper (1/18/2026) and signs were posted on-site. As of Tuesday February 17, 2026 at 12 PM, staff has received 0 written comments in favor, and 4 in opposition to the request (Exhibit 6).

Attachments

Exhibit 1 – Location Map
Exhibit 2 – Future Land Use Map
Exhibit 3 – Zoning Map

Exhibit 4 – (Revised) PUD Development Plan
Exhibit 5 – Letter of Intent
Exhibit 6 – Public Comments



GEORGETOWN
TEXAS
more than welcome

Location

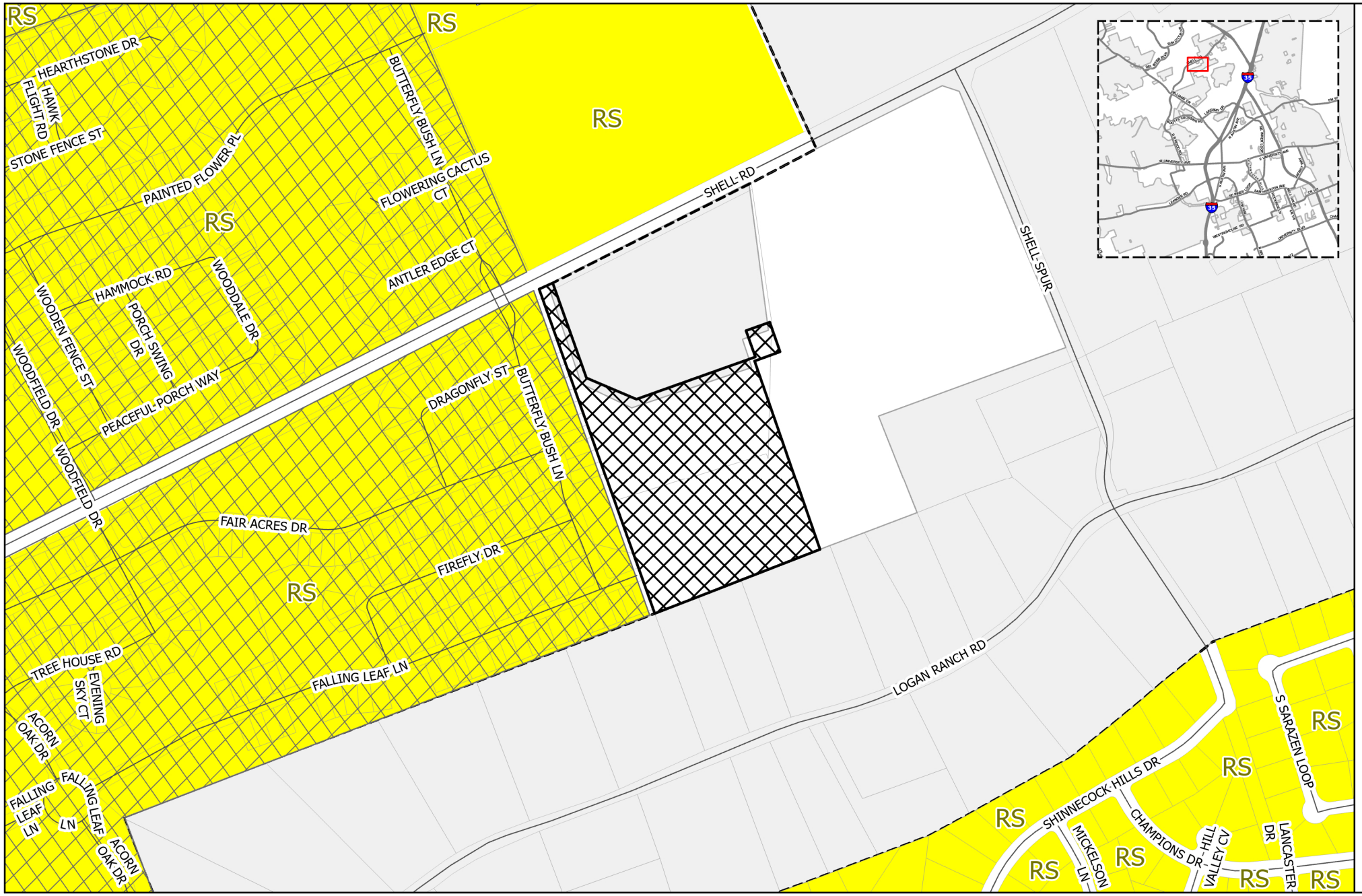
2025-12-ANX

Exhibit #1

- Site
- Parcels
- City Limits
- Georgetown ETJ

N

0 250 500 Feet



GEORGETOWN TEXAS
more than welcome

Zoning

2025-12-ANX

Exhibit #3

- Site
- PUD
- Courthouse View Overlay
- Old Town Overlay
- Historic Overlay
- Downtown Overlay
- Gateway Overlay
- Parcels

Zoning

ZONE

- AG -Agriculture
- BP - Business Park
- C-1 - Local Commercial
- C-3 - General Commercial
- CN - Neighborhood Commercial
- IN - Industrial
- MF-1 - Low-Density Multi-family
- MF-2 - High-Density Multi-family
- MH - Manufactured Housing
- MU-DT - Mixed-Use Downtown
- OF - Office
- PF - Public Facility
- RE - Residential Estate
- RL - Residential Low-Density
- RS - Residential Single-Family
- TF -Two-Family
- TH -Townhouse
- City Limits
- Georgetown ETJ

0 250 500 Feet

N

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, PROVIDING FOR THE EXTENSION OF CERTAIN BOUNDARY LIMITS AND THE ANNEXATION AND INITIAL ZONING DESIGNATION OF PLANNED UNIT DEVELOPMENT OF CERTAIN TERRITORY CONSISTING OF 14.20 ACRES, MORE OR LESS, IN THE WILLIAM ROBERTS SURVEY ABSTRACT NO. 524, AS DESCRIBED HEREIN; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the owners of the area proposed for annexation requested annexation of the area by the City of Georgetown ("City") pursuant to Local Government Code Section 43.0671; and

WHEREAS, all of the herein-described property lies within the extraterritorial jurisdiction of the City and is contiguous to the City; and

WHEREAS, the City Council approved a Municipal Services Agreement with NOVA368 LLOC for 14.20 acres on February 10, 2026; and

WHEREAS, Section 4.03.010 of the City's Unified Development Code ("UDC") creates procedures for initial zoning of newly annexed territory; and

WHEREAS, all prerequisites of state law and the City Charter have been complied with.

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

Section 1. The meeting at which this ordinance was approved was conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 2. The facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and correct and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim.

Section 3. The City Council of the City of Georgetown hereby annexes into the City limits 31.263 acres in the William Roberts Survey, Abstract No. 524 as shown in ***Exhibit A*** and as described in ***Exhibit B*** (the "Property"). The Property is hereby included in City Council District 5, as it is adjacent to Council District 5 and no other City Council Districts. The City's official boundary map and City Council Districts map shall be amended accordingly.

Section 4. In accordance with the procedures for initial zoning of newly annexed territory described in Section 4.03.010 of the UDC, and for the reasons set forth by City Staff, the City Council hereby finds that a zoning classification of Planned Unit Development (PUD) is appropriate for the Property and consistent with the City's Comprehensive Plan, and upon annexation, the Property shall have a zoning of Planned Unit Development (PUD) with a base zoning district of Low Density Multi-Family (MF-1), in accordance with the attached ***Exhibit C*** (PUD Development Plan). The City's Official Zoning Map shall be amended accordingly.

Section 5. Upon annexation of the Property, the City shall provide to the Property the municipal services set forth in the Municipal Services Agreement attached to this ordinance as ***Exhibit D*** and by this reference incorporated within it (the "Agreement"), pursuant to the schedule set forth therein. The City shall have no obligation to provide services to the Property not listed in the Agreement.

Section 6. 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 7. 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 8. 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

EXHIBIT C
CONCEPT PLAN
SHELL ROAD TRACT #2

NOVA 368, LLC
GEORGETOWN, TEXAS

North

0 100' 200' 400'

Scale: 1" = 200'
Date: November 21, 2025

SEC Planning, LLC
Land Planning + Landscape Architecture + Community Branding

AUSTIN, TEXAS
t 512.246.7003
www.secplanning.com + info@secplanning.com

SHEET FILE: K:\230103-LDMDC\Cadfiles\PLANNING\Submittals\2025-11_PUD Concepts\Concept Plan Tract 2.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

FIELD NOTES FOR A 14.20 ACRE TRACT OF LAND

A **14.20 acre** tract of land, located in the William Roberts Survey, Abstract 524, Williamson County, Texas, and being a portion of a called 43.13 acre tract of land described of record in Document No. 2021191971 of the Official Public Records of Williamson County, Texas. Said **14.20 acre** tract being more particularly described by metes and bounds as follows:

BEGINNING at a found ½" iron rod with a red plastic cap stamped "RPLS 1847" in the southeast right-of-way line of Shell Road, at the northwest corner of a called 10.03 acre tract of land as conveyed to Grace Bible Church of record in Document No. 2008093127 of the Official Public Records of Williamson County, Texas, a northwesterly corner of said 43.13 acre tract and the tract described herein;

THENCE: With the common lines between said 43.13 acre tract and said 10.03 acre tract, the following six (6) courses:

1. **S 19° 35' 05" E**, a distance of **389.16 feet** to a found ½" iron rod with a red plastic cap stamped "RPLS 1847" for corner,
2. **S 66° 56' 50" E**, a distance of **210.40 feet** to a found ½" iron rod with a red plastic cap stamped "RPLS 1847" for corner,
3. **N 70° 24' 15" E**, a distance of **436.41 feet** to a found ½" iron rod with a red plastic cap stamped "RPLS 1847" for angle,
4. **N 70° 33' 57" E**, a distance of **51.35 feet** to a found ½" iron rod with a red plastic cap stamped "RPLS 1847" for corner,
5. **N 19° 38' 35" W**, a distance of **107.73 feet** to a found ½" iron rod with a red plastic cap stamped "RPLS 1847" for corner, and
6. **N 70° 25' 49" E**, a distance of **104.86 feet** to a found ½" iron rod with a red plastic cap stamped "RPLS 1847" for the most easterly northeast corner of the tract described herein;

THENCE: Into said 43.13 acre tract, the following three (3) courses:

1. **S 19° 38' 35" E**, a distance of **127.80 feet** to a point for corner,
2. **S 70° 28' 10" W**, a distance of **104.90 feet** to a point for corner, and
3. **S 19° 38' 45" E**, a distance of **771.48 feet** to a point in the northwest line of Lot 33 of Logan Ranch, Section 1 of record Cabinet E, Slide 7 of the Plat Records of Williamson County, Texas, in southerly line of said 43.13 acre tract and for the southeast corner of the tract described herein;

THENCE: S 69° 01' 34" W, with the southerly line of said 43.13 acre tract and the northwesterly lines of Logan Ranch Section 1 Subdivision and Resubdivisions of record in the following plats; Cabinet E, Slide 7 and Cabinet G, Slide 207, all of the Plat Records of Williamson County, Texas, a distance of **703.29 feet** to a found ½" pipe at the northwest corner of Lot-34A of said Resubdivision of record in Cabinet G, Slide 207, at the north corner of Lot 35 of said Subdivision of record in Cabinet E, Slide 7, at the southeast corner of a called 144.856 acre tract of land as described of record in Document No. 2021139898 of the Official Public Records of Williamson County, Texas, for the southwest corner of said 43.13 acre tract and the tract described herein;

THENCE: With the common line between said 43.13 acre tract and said 144.856 acre tract, the following two (2) courses:

1. **N 19° 37' 58" W**, a distance of **456.80 feet** to a found ½" iron rod with a red plastic cap stamped "RPLS 1847", and

2. **N 19° 34' 20" W**, a distance of **875.98 feet** to a found ½" iron rod in the southeast right-of-way line of Shell Road, the northeast corner of said 144.856 acre tract, for the northwest corner of said 43.13 acre tract and the tract described herein;

THENCE: N 63° 18' 24" E, with the southeast right-of-way line of Shell Road and the northwest line of said 43.13 acre tract, a distance of **60.39 feet** to the **POINT OF BEGINNING** and containing **14.20 acres of land**, situated in Williamson County, Texas.

Note: The basis of bearing was established using the Trimble VRS Network, NAD (83), Texas State Plane Coordinate System, Central Zone, 4203, US Survey Foot, Grid.

Job # 24-4072 – 14.20 Acres

Date: November 20, 2025

EXHIBIT C

Shell Spur Tract- Tract 2
Planned Unit Development
Development Plan

A. PROPERTY

The Shell Spur Tract-Tract 2 Planned Unit Development (PUD) District is located at the southwest intersection of Shell Road and Shell Spur. It consists of approximately 14.2 acres described in **Exhibit B, Survey/Field Notes**, herein defined as "Property".

B. PURPOSE

The purpose and intent of the PUD zoning district is to develop a horizontally integrated mixed-use community with a mix of low density multi-family residential. This PUD serves to augment and/or modify the standards for development outlined in the City of Georgetown Unified Development Code (UDC) in order to implement the vision for the Property and insure a cohesive, quality development not otherwise achieved solely by the underlying base zoning district.

A Land Use Plan has been attached to this PUD, **Exhibit C, Conceptual Land Use Plan**, to illustrate the design intent for the Property. The Conceptual Land Use Plan is intended to serve as a guide to illustrate the general community vision and design concepts and is not intended to serve as a final document.

C. APPLICABILITY AND BASE ZONING

All aspects regarding the development of this PUD shall comply with the UDC, and other applicable provisions in the City's Code of Ordinances in place at the time of the effective date of the annexation of the Property, except as modified within this PUD or the exhibits attached to the PUD Ordinance. Each development within this PUD shall conform to a base zoning district per UDC Section 4.06.010.A "Compatibility with Base Zoning District."

1. Base Zoning

This PUD will have one character and use zones, as described below:

a. **Tract 1** – Low Density Multifamily (MF-1) base zoning.

In the case that this PUD does not address a specific City requirement, the Georgetown UDC and other Ordinances noted above shall apply. In the event of a conflict between the

regulations of this PUD and the regulations of the base zoning district, the PUD shall control.

D. CONCEPTUAL LAND PLAN

A Land Use Plan has been attached to this PUD, **Exhibit C, Conceptual Land Use Plan**, to illustrate the design intent for the Property. The Conceptual Land Use Plan is intended to serve as a guide to illustrate the general community vision and design concepts and is not intended to serve as a final document.

E. LAND USES

The uses allowed within the PUD Area(s) below shall comply with the list of allowed and prohibited uses defined in the UDC Zoning Use Figures and Tables for the MF-1 district.

F. DEVELOPMENT STANDARDS

1. **Building Height:**

   a. A 125' Transition Setback shall be established adjacent to single-family platted lots to the southern and western property line for Tract 1 (the "Transition Zone") as shown on Exhibit C. The transition setback shall limit new development to 2-stories and up to thirty-five feet (35') in height.
   b. Finished floor elevation will be no more than 7 feet above natural grade prior development.
   c. Residential units may not be vertically stacked and each unit must have a ground-floor entrance.

2. **Impervious Cover:**

   a. The impervious cover limit for the MF-1 residential portion of the Property is set at 60 percent (60%) impervious coverage.

3. **Building Design Standards:**

   All new structures within this Development shall be in conformance with the applicable provisions in UDC Chapter 6 and 7 with the following amendments:

a. A condominium plat is required to be recorded in line with Texas Property Code Chapter 82 prior to receiving a Certificate of Occupancy or a building final inspection.

b. The building separation shall be a minimum of 6', so long as all applicable fire codes are met.

G. VEHICULAR ACCESS AND CIRCULATION

1. Vehicular access:

a. Section 12.05.010, 12.05.020 and 12.05.030 of Chapter 12 of the UDC is not applicable to the PUD and is replaced with the following requirements:

i. Access to Shell Road shall be provided by a private drive, constructed to Neighborhood Collector standards as defined in the UDC, extending from Shell Road to the Property.

ii. The extension of Falling Leaf Lane shall terminate in a cul-de-sac, as shown on Exhibit C.

iii. Section 12.09- Traffic Impact Analysis of the UDC is not applicable to the PUD.

H. LANDSCAPE AND BUFFER REQUIREMENTS

Landscaping for this Development shall be in conformance with Chapter 8 of the UDC unless otherwise stated in this Development Plan.

1. Western property line only

a. A medium level bufferyard adjacent to a portion of the existing single-family platted lots to the west shown in Exhibit C shall consist of bufferyard plantings. The bufferyard shall consist of the following:

- A 15-foot wide planting area;
- One shade tree, two evergreen ornamental trees and eight evergreen shrubs per each 50 linear feet of bufferyard.

b. Fences may be installed within the bufferyard to create private backyards for residential units.

c. When easements and cross-access conflict with bufferyard requirements, the tree planting area shall be set back to accommodate the planting of shade trees.

d. The buffer yard shall only extend 900' from the southern property line to the north.

e. Bufferyard may include accessory structures such as sheds.

2. **Southern property line only**
    - **a.** A medium level bufferyard adjacent to existing single-family platted lots to the south shall consist of the following, as shown on Exhibit C:
        - A 15-foot wide planting area;
        - One shade tree, two evergreen ornamental trees and eight evergreen shrubs per each 50 linear feet of bufferyard.
    - **b.** Fences may be installed within the bufferyard to create private backyards for residential units.
    - **c.** When easements and cross-access conflict with bufferyard requirements, the tree planting area shall be set back to accommodate the planting of shade trees.
    - **d.** Bufferyard may include accessory structures such as sheds.

I. TREE PRESERVATION AND PROTECTION

Tree preservation and protection for this Development shall be in conformance with Chapter 8 of the UDC.

a. Heritage Trees may be removed by-right without a Tree Removal Permit.

J. PARKLAND AND COMMON AMENITY AREA

1. **Parkland:**

   Parkland obligations shall be satisfied through fee-in-lieu per UDC Section 13.08 Parkland.

2. **Common Amenity Areas:**

    - **a.** Common amenity areas shall be provided for the enjoyment of residents within this PUD. A 5’ sidewalk shall be provided along one side of all private roadways within this PUD to provide pedestrian access to amenities.
    - **b.** A minimum of three (3) amenities shall be provided.
    - **c.** All amenities shall be maintained by the onsite property management, Condominium Association, or Home Owners Association.
    - **d.** Amenity elements may be used multiple times and within the same vicinity and may include:

- Pool and spa
- Picnic areas
- Landscaped seating areas
- Fenced dog park
- Outdoor game area
- Indoor workout area
- Outdoor workout area
- Community garden
- Amenitized heritage tree grove
- Pavilion
- Trails
- Tennis Court
- Pickleball Court
- Basketball Court
- Workout stations
- Turf play lawn
- Water and electrical connections to accommodate a food truck.
- Splash Pad
- Community Art
- Garden with on-site educational materials providing information about the flora and/or fauna of the garden area.
- Any other amenity as approved by City of Georgetown staff.

e. No outdoor grills and/or fire pits which are community amenities shall be closer than 150' from the southern property boundary. This does not apply to grills or fire pits used by individual residents as part of the use and enjoyment of their residential unit or home.

f. Any pool, spa and/ or a splash pad shall be no closer than 100' from the southern property line

g. All outdoor amenities shall operate no later than 10 pm.

K. UTILITY PROVISIONS

a. Existing well- Any existing wells on the Property shall not be used as a water resource for any development within the Property.

b. Water Meter—For purposes of applying water meter regulations, the PUD shall be served with 1 (one) master water meter and may share a master meter with an adjacent property, so long as no more than 521 total residential units utilize the master meter.

L. PUD MODIFICATIONS

In conformance with section 4.06.010.d.3 of the UDC, modifications to this development plan shall require city council approval of an amendment to this PUD processed pursuant to section 3.06 of the UDC, except, where the director of planning determines such modifications to be minor, the director may authorize such modifications. Minor modifications may include changes

to building sizes, uses, or locations providing those modifications conform to the general intent of this PUD, uses authorized by this PUD, or applicable provisions of the UDC and any other applicable regulations.

M. LIST OF EXHIBITS

- **Exhibit A** – PUD Development Plan
- **Exhibit B** – Legal Description
- **Exhibit C** – Conceptual Land Plan

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Job # 24-4072 – 14.20 Acres

Date: November 20, 2025

EXHIBIT C
CONCEPT PLAN
SHELL ROAD TRACT #2

NOVA 368, LLC
GEORGETOWN, TEXAS

North

0 100' 200' 400'

Scale: 1" = 200'
Date: November 21, 2025

SEC Planning, LLC
Land Planning + Landscape Architecture + Community Branding
AUSTIN, TEXAS
t 512.246.7003
www.secplanning.com + info@secplanning.com

SHEET FILE: K:\230103-LDMDC\Cadfiles\PLANNING\Submittals\2025-11_PUD Concepts\Concept Plan Tract 2.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 D

MUNICIPAL SERVICES AGREEMENT

BETWEEN THE CITY OF GEORGETOWN, TEXAS

AND NOVA368 LLC

This Municipal Services Agreement ("Agreement") is entered into on the 10 day of February, 2026 by and between the City of Georgetown, Texas, a home-rule municipality of the State of Texas ("City") and NOVA368 LLC ("Owner").

RECITALS

The parties agree that the following recitals are true and correct and form the basis upon which the parties have entered into this Agreement

WHEREAS, Section 43.0671 of the Local Government Code permits the City to annex an area if each owner of land in an area requests the annexation;

WHEREAS, where the City elects to annex such an area, the City is required to enter into a written agreement with the property owner(s) that sets forth the City services to be provided for the Property on or after the effective date of annexation (the "Effective Date");

WHEREAS, Owner owns certain parcels of land located at 2000 Shell Road, Georgetown, Texas 786628, which consists of approximately 14.20 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. 2025-12-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 10 day of February, 2026, by Josh Schroeder, Mayor of the City of Georgetown, a Texas municipal corporation, on behalf of said corporation.

By: Karen Frost

Notary Public, State of Texas

KAREN FROST
Notary Public, State of Texas
Comm. Expires 05-24-2028
Notary ID 10536084

(OWNER 1)

By: _____
Suraj Reddy, NOVA368 LLC
Manager

State of Texas §
County of Williamson §

This instrument was acknowledged before me on the 13th day of January, 2026, by Suraj Reddy, Manager of Nova368 LLC on behalf of said Limited Liability company.

By: _____

Notary Public, State of Texas

ALBERTA L MARTINEZ
Notary ID #126173843
My Commission Expires
May 25, 2028

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2. **S 70° 28' 10" W**, a distance of **104.90 feet** to a point for corner, and
3. **S 19° 38' 45" E**, a distance of **771.48 feet** to a point in the northwest line of Lot 33 of Logan Ranch, Section 1 of record Cabinet E, Slide 7 of the Plat Records of Williamson County, Texas, in southerly line of said 43.13 acre tract and for the southeast corner of the tract described herein;

THENCE: S 69° 01' 34" W, with the southerly line of said 43.13 acre tract and the northwesterly lines of Logan Ranch Section 1 Subdivision and Resubdivisions of record in the following plats; Cabinet E, Slide 7 and Cabinet G, Slide 207, all of the Plat Records of Williamson County, Texas, a distance of **703.29 feet** to a found ½" pipe at the northwest corner of Lot-34A of said Resubdivision of record in Cabinet G, Slide 207, at the north corner of Lot 35 of said Subdivision of record in Cabinet E, Slide 7, at the southeast corner of a called 144.856 acre tract of land as described of record in Document No. 2021139898 of the Official Public Records of Williamson County, Texas, for the southwest corner of said 43.13 acre tract and the tract described herein;

THENCE: With the common line between said 43.13 acre tract and said 144.856 acre tract, the following two (2) courses:

1. **N 19° 37' 58" W**, a distance of **456.80 feet** to a found ½" iron rod with a red plastic cap stamped "RPLS 1847", and

2. **N 19° 34' 20" W**, a distance of **875.98 feet** to a found ½" iron rod in the southeast right-of-way line of Shell Road, the northeast corner of said 144.856 acre tract, for the northwest corner of said 43.13 acre tract and the tract described herein;

THENCE: N 63° 18' 24" E, with the southeast right-of-way line of Shell Road and the northwest line of said 43.13 acre tract, a distance of **60.39 feet** to the **POINT OF BEGINNING** and containing **14.20 acres of land**, situated in Williamson County, Texas.

Note: The basis of bearing was established using the Trimble VRS Network, NAD (83), Texas State Plane Coordinate System, Central Zone, 4203, US Survey Foot, Grid.

Job # 24-4072 – 14.20 Acres

Date: November 20, 2025