Notice of Meeting of the City Council of the City of Georgetown, Texas August 25, 2026

The Georgetown City Council will meet on August 25, 2026 at 3:00 PM at Council and Court Building, 510 W. 9th Street.

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

Policy Development and Discussion - Workshop

1.A 2027 State Legislative Agenda

Presentation and discussion regarding the City of Georgetown 2027 State Legislative Agenda -- Jacob Reagan, Intergovernmental Relations Manager, and Amberly Kovar, Policy Analyst

1.B West Oaks ETJ MUD request

Presentation and discussion regarding a potential ETJ Municipal Utility District (MUD) for the proposed West Oaks neighborhood -- Nick Woolery, Assistant City Manager

1.C YMCA Workshop presentation

Presentation and discussion regarding the City's partnership with the YMCA of Central Texas, including a project history, overview of the proposed Construction and Operating Agreements, and an update on construction activities and schedule -- Jack Daly, Assistant 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 08.28.2026

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
- Charter Review

Sec.551.072: Deliberations about Real Property

- Deliberation regarding the purchase, exchange, lease, or value of certain real property situated in Williamson County, Texas, such property being more particularly identified

by the Williamson County Central Appraisal District as Parcels R449674 and R656329

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

3.A Call to Order 08.25.2026
Pledge of Allegiance
Recognitions
- Proclamation of National Preparedness Month
Actions out of Executive Session

Public Wishing to Address Council

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

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

4.A Public Wishing to Address 08.25.2026
- Jordan Utter would like to address the Council regarding the cancellation of GoGeo in favor of ride GTX.

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 08.11.2026 and 08.17.2026 City Council Meeting Minutes
Consideration and possible action to approve the minutes of the City Council meeting held on August 11, 2026, and Special City Council meeting held on August 17, 2026 -- Robyn Densmore, City Secretary

5.B Resolution - ETJ Disannexation - GTX Land Holdings, LLC - 180.464 Acres
Consideration and possible action to approve a Resolution to confirm the disannexation of approximately 180.464 acres of land from the City of Georgetown's Extraterritorial Jurisdiction (ETJ), identified as Williamson County Appraisal District Parcels R039708 and R620039 and owned by GTX Land Holdings, LLC -- Michael

Charles, Real Estate Services Coordinator

5.C Resolution - ETJ Disannexation - ZMB Investments LLC - 116.06 Acres
Consideration and possible action to approve a Resolution to confirm the disannexation of approximately 116.06 acres of land from the City of Georgetown's Extraterritorial Jurisdiction (ETJ), identified as Williamson County Appraisal District Parcels R679935 and R679936 and owned by ZMB Investments LLC -- Michael Charles, Real Estate Services Coordinator

5.D Resolution - Support for the IH-35 Georgetown to Round Rock Project
Consideration and possible action to approve a resolution in support of the IH-35 Georgetown to Round Rock project -- Nick Woolery, Assistant City Manager

5.E Resolution - Approve Financing Agreements between Georgetown and the Texas Water Development Board
Consideration and possible action to approve a Resolution approving Financing Agreements between the City of Georgetown, Texas and the Texas Water Development Board and Other Matters in Connection Therewith -- Zane Brown, Strategic Project Manager

5.F Resolution - TxDOT Grant - Purchase of 29+ Acres at 350 Serenada Drive
Consideration and possible action to approve a Resolution documenting the City's support and acceptance of a grant from the Texas Department of Transportation for the purchase of 29.156 acres located at 350 Serenada Drive -- Matthew Sommerfeld, Airport Manager, and Eric Johnson, Public Works Director

5.G Resolution - GEDCO Budget FY2027
Forwarded from Georgetown Economic Development Corporation (GEDCO):
Consideration and possible action to approve a Resolution adopting the proposed fiscal year 2027 Budget for the Georgetown Economic Development Corporation (GEDCO) -- Randi Cormack, Budget Manager

5.H GEDCO Admin Contract
Forwarded from Georgetown Economic Development Corporation (GEDCO):
Consideration and possible action to approve the Administrative Service Contract between the City of Georgetown and the Georgetown Economic Development Corporation (GEDCO) for the 2027 fiscal Year -- Randi Cormack, Budget Manager

5.I Resolution - GTEC Budget FY2027
Forwarded from Georgetown Transportation Enhancement Corporation (GTEC):
Consideration and possible action to approve a Resolution adopting the fiscal year 2027 Budget for the Georgetown Transportation Enhancement Corporation (GTEC) -- Randi Cormack, Budget Manager

5.J GTEC Admin Contract
Forwarded from Georgetown Transportation Enhancement Corporation (GTEC):
Consideration and possible action to approve the Administrative Services Contract between the City of Georgetown and the Georgetown Transportation Enhancement

Corporation (GTEC) for the 2027 fiscal year -- Randi Cormack, Budget Manager

5.K Interlocal Agreement with City of Pflugerville

Consideration and possible action to approve an Inner Local agreement with City of Pflugerville, to allow for cooperative purchasing -- April Haughey, Assistant Public Works Director and Molly Ritter, Public Works Operations Manager

5.L Acceptance of FY2023 CDBG grant funds of Williamson County for Home Repair Program

Consideration and possible action authorizing the mayor to sign an agreement accepting the FY2023 Community Development Block Grant (CDBG) grant funds allocated by Williamson County for the Home Repair Program by Habitat for Humanity -- Ryan Clark, AICP, Assistant Planning Director

5.M Approval to award FY2023 CDBG funds from Williamson County to Habitat for Humanity for the Home Repair Program

Consideration and possible action for the Mayor to sign an agreement to award $150,000.00 of FY2023 Community Development Block Grant (CDBG) funds from Williamson County to Habitat for Humanity for their Home Repair Program in Georgetown -- Ryan Clark, AICP, Assistant Planning Director

5.N Interlocal Agreement with GISD for use of City of Georgetown Pools

Consideration and possible action to approve the Interlocal Agreement with Georgetown Independent School District for use of Williams Drive Pool, Village Pool and Classroom, and the Recreation Center Indoor Pool -- Eric Nuner, Interim Parks and Recreation Director

5.O Facility use agreement with Georgetown Summer Swim Association

Consideration and possible action to approve a facility use agreement with Georgetown Summer Swim Association for use of Williams Drive Pool, Village Pool, and the Recreation Center Indoor Pool -- Eric Nuner, Interim Parks and Recreation Director

5.P Facility use agreement with GTX Swim

Consideration and possible action to approve a facility use agreement with GTX Swim for use of Williams Drive Pool, Village Pool, and the Recreation Center Indoor Pool -- Eric Nuner, Interim Parks and Recreation Director

5.Q Facility use agreement with San Gabriel Aquatics

Consideration and possible action to approve a facility use agreement with San Gabriel Aquatics for use of Williams Drive Pool, Village Pool, and the Recreation Center Indoor Pool -- Eric Nuner, Interim Parks and Recreation Director

5.R FD Uniform Purchase from Got You Covered Uniforms

Consideration and possible action to approve the purchase of firefighter uniforms and uniform accessories from Impact Promotional Services dba "Got You Covered Work Wear and Uniforms" utilizing BuyBoard Cooperative Contract #773-25 in an amount not to exceed $200,000.00 -- John Sullivan, Fire Chief

5.S SEnergy Electric Distribution, Substation, Relays and Controls Task Order
Consideration and possible action to approve Task Order SEL-26-004 with Schneider Engineering (d.b.a. SEnergy) for Electric Distribution, Substation, Relays and Controls in an amount not to exceed $750,000.00 -- Richard Pajestka, Electric Engineering and Operations Manager

5.T Centerline Supply Inc. for Various Pavement and Traffic Safety
Consideration and possible action to approve an agreement with Centerline Supply Inc. buy board 803-26 to purchase traffic safety products, signage and sign materials, pavement marking equipment and supplies for an amount not to exceed $300,000.00; CC 090826 -- Eric Johnson, Public Works Director and Molly Ritter Public Works, Operations Manager

5.U Second Renewal of a Landscape Maintenance Contract with Heart of Texas Landscape and Irrigation Company
Consideration and possible action to approve the second renewal of the mowing and landscape maintenance contract with Heart of Texas Landscape and Irrigation Company of Belton, Texas for landscaping, grounds maintenance and mowing services at City parks, facilities, GVPID maintenance areas, cemeteries, and rights of way in an amount not to exceed $1,014,647.67 -- Eric Nuner, Interim Parks and Recreation Director

5.V YMCA Construction Agreement
Consideration and possible action to approve a Construction Agreement between the City of Georgetown and the YMCA of Central Texas for the construction of a new recreational facility at 6100 Williams Drive, including the City's participation through up to $10,000,000.00 in voter-approved bond proceeds, and to approve the Construction Manager at Risk Contract between the YMCA of Central Texas and Chasco Constructors, Ltd LLP -- Jack Daly, Assistant City Manager

5.W YMCA Operating Agreement
Consideration and possible action to approve an Operating Agreement between the City of Georgetown and the YMCA of Central Texas for the operation, maintenance, and use of the new jointly owned recreational facility at 6100 Williams Drive -- Jack Daly, Assistant City Manager

5.X City of Georgetown and Preservation Georgetown Operation Agreement Renewal
Consideration and possible action to approve a renewal of the proposed operating agreement between the City of Georgetown and Preservation Georgetown for the use of Grace Heritage Center -- Kim Mcauliffe, Director of Downtown and Tourism Director and Amanda Still, Arts and Culture Program Manager.

5.Y City of Georgetown 2027 State Legislative Agenda
Consideration and possible action to approve the City of Georgetown 2027 State Legislative Agenda for the 90th Legislative Session -- Jacob Reagan, Intergovernmental Relations Manager, and Amberley Kolar, Policy Analyst

5.Z Second Reading - Electric Rate Ordinance Updates

Second reading of an Ordinance amending Chapter 13.04 of the Code of Ordinances relating to electric rates, fees, and service provisions -- Daniel Bethapudi, Electric Utility General Manager

5.AA Second Reading - 2026 Annual Service Plan Update to the Service and Assessment Plan with updated Assessment Roll for Parks at Westhaven PID
Second Reading of an Ordinance approving the 2026 Annual Service Plan Update to the Service and Assessment Plan including an updated Assessment Roll for Parks at Westhaven Public Improvement District in accordance with Chapter 372 of the Texas Local Government Code -- Nick Woolery, Assistant City Manager, Andrea Barnes, P3Works, LLC, City of Georgetown's PID Administrator

5.AB Second Reading - 2026 Annual Service Plan Update to the Service and Assessment Plan with updated Assessment Roll for the Preserve at Water Oak PID
Second Reading of an Ordinance approving the 2026 Annual Service Plan Update to the Service and Assessment Plan including an updated Assessment Roll for the Preserve at Water Oak Public Improvement District in accordance with Chapter 372 of the Texas Local Government Code -- Nick Woolery, Assistant City Manager, Andrea Barnes, P3Works, LLC, City of Georgetown's PID Administrator

5.AC Second Reading - Reinvestment Zone No. 2026-002
Second Reading of an Ordinance designating Reinvestment Zone No. 2026-002 -- Cameron Goodman, Economic Development Director

Legislative Regular Agenda

6.A First Reading - Contract Authority for Cooperative Agreements
First reading of an Ordinance Amending Sec. 4.08.010 of the Code of Ordinances to allow the Council to delegate approval of cooperative agreement contracts to the City Manager -- Leigh Wallace, Chief Financial Officer

6.B FY2027 Budget Public Hearing
Conduct a public hearing on the proposed FY2027 Annual Budget -- Randi Cormack, Budget Manager

6.C Public Hearing on Proposed FY2027 Property Tax Rate
Conduct a public hearing on the proposed 2026 Property Tax Rate used for the FY2027 Annual Budget -- Randi Cormack, Budget Manager

6.D First Reading - Annual Operating Budget FY2027
First Reading of an Ordinance adopting the City of Georgetown Annual Budget for the fiscal year beginning October 1, 2026, and ending September 30, 2027 -- Randi Cormack, Budget Manager

6.E Resolution - Ratify the Property Tax Rate Increase for FY2027 Budget
Consideration and possible action to approve a Resolution ratifying the property tax increase included in the FY2027 Annual Budget and acknowledging that the 2026 tax

rate will raise more revenue from property taxes than the previous year -- Randi Cormack, Budget Manager

6.F First Reading - Levying the Property Tax Rate
First Reading of an Ordinance levying a property tax rate for the City of Georgetown for the tax year 2026 -- Randi Cormack, Budget Manager

6.G First Reading - Administrative Department Updates
First Reading of an Ordinance amending § 2.08.010. "Administrative Departments" of the Georgetown Code of Ordinances -- Randi Cormack, Budget Manager

6.H First Reading - Amendment to Miscellaneous Utility Account Fees
First Reading of an Ordinance amending Section 13.04.240 of Chapter 13.04, Article VII of the Code of Ordinances of the City of Georgetown, regarding the Meter Tampering Fee -- Cherie Hernandez, Customer Billing Manager

6.I Public Hearing and First Reading - 2026 Annual Service Plan Update and Assessment Roll for Georgetown Village PID
Public Hearing and First Reading of an Ordinance approving and adopting the final 2026 Annual Service Plan Update, 2026 Assessment Role, establishing classification for the apportionment of costs and the method of assessing special assessments for the supplemental services and improvements to the property in the Georgetown Village Public Improvement District No. 1 (GVPID), closing the hearing and levying assessments for the cost of certain supplemental services and improvements to be provided in the GVPID during FY27, fixing charges and liens against the property in the GVPID and against the owners thereof, and providing for the collection of the assessments -- Kyle Shafman, P3Works, LLC, City of Georgetown's PID Administrator

6.J First Reading - Adoption of the 2026 National Electric Code
First Reading of an Ordinance to amend Chapter 15.16 of the Code of Ordinances adopting the 2026 National Electric Code with local amendments -- Greg Holt, Assistant Chief Building Official

6.K First Reading - Adoption of the 2021 International Fire Code
First Reading of an Ordinance to amend Chapter 8.04 of the Code of Ordinances amending and adding to the City's local amendments to the 2021 International Fire Code -- Daniel Bilbrey, Deputy Fire Marshal

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

6.M First Reading - 2025-2-PUD - Texas Municipal Center Planned Unit Development
Public Hearing and First Reading of an Ordinance on a request for a Zoning Map Amendment to rezone 1.322 acres of Block 23, Glasscock Addition, from the Mixed-Use

Downtown (MU-DT) zoning district, and 0.257 acres of Lot 4, Lot 3 (SP), Block 21, and 0.414 acres of Lots 5-6, Lot 7 (SP), Block 21 of Glasscock Addition, from the Residential Single-Family (RS) zoning district to the Planned Unit Development (PUD) zoning district with a base zoning district of Mixed-Use Downtown (MU-DT), for the properties generally located at 205 E. University Avenue, 1014 Myrtle Street, and 1009 Church Street (2025-2-PUD) -- Allyson Iiams, Assistant Planning Director

6.N First Reading - 2025-8-SUP - 2815 N. Austin Ave

Public Hearing and First Reading of an Ordinance on a request for a Special Use Permit (SUP) for the specific use of "Car Wash" in the General Commercial (C-3) zoning district on the property located at 2815 North Austin Avenue, Georgetown, Texas, bearing the legal description of 1.951 acres out of the Antonio Flores Survey, Abstract No. 235 (2025-8-SUP) -- Matt Skawin, Planner

Adjournment

Certificate of Posting

I, Robyn Densmore, City Secretary for the City of Georgetown, Texas, do hereby certify that this Notice of Meeting was posted at City Hall, 808 Martin Luther King Jr. Street, Georgetown, TX 78626, a place readily accessible to the general public as required by law, on the _____ day of _____, 2026, at _____, and remained so posted for at least three business days preceding the scheduled time of said meeting.

_____

Robyn Densmore, City Secretary

City of Georgetown, Texas
City Council
August 25, 2026

SUBJECT:
2027 State Legislative Agenda

SUGGESTED ACTION:
Presentation and discussion regarding the City of Georgetown 2027 State Legislative Agenda -- Jacob Reagan, Intergovernmental Relations Manager, and Amberly Kovar, Policy Analyst

ITEM SUMMARY:
The 2027 State Legislative Agenda is brought before the council for adoption after it was developed by the Legislative Task Force earlier this summer. The State Legislative Agenda serves as the foundation for the City's advocacy strategy for the upcoming 90th legislative session.

FINANCIAL IMPACT:

SUBMITTED BY:
Karen Frost, City Manager's Office

ATTACHMENTS:
Council Presentation - State Legislative Agenda.pdf

Intergovernmental Affairs Program

August 25, 2026

90th Texas Legislative Session

Jacob Reagan, Intergovernmental Relations Manager

Amberley Kolar, Policy Analyst

GEORGETOWN TEXAS

AGENDA

- Overview of Legislative Program
- 2027 State Legislative Agenda for the 90th Legislative Session
- Next steps for program
- Seeking guidance on 2027 State Legislative Agenda

LEGISLATIVE PROGRAM OVERVIEW

- Intergovernmental Affairs Subcommittee
- Legislative Task Force
- Contract Lobbyists
- Outreach and Engagement
- State Legislative Agenda
- Position Papers

Why Do We Have a Legislative Program?

Year	Total Bills Introduced	Total Bills Passed	City-Related Bills Introduced	City-Related Bills Passed
2013	6061	1437	1700+	220+
2015	6476	1329	1600+	220+
2017	6800	1220	2000+	290+
2019	7541	1437	2000+	330+
2021	6927	1073	2000+	240+
2023	8344	1258	1800+	230
2025	9014	1231	2000+	262

LEGISLATIVE TASK FORCE

- Citizen stakeholder group formed to engage the public in the State Legislative Agenda development process
- Comprised of 14 active leaders in the community
- Held six intensive meetings from May to July to gain insight from city staff, and to provide input and guidance on the City of Georgetown 2027 State Legislative Agenda
- Utilize Task Force members as an extension of city reach during the legislative session to legislative members and civic networks



LEGISLATIVE TASK FORCE MEMBERS 2026-2027

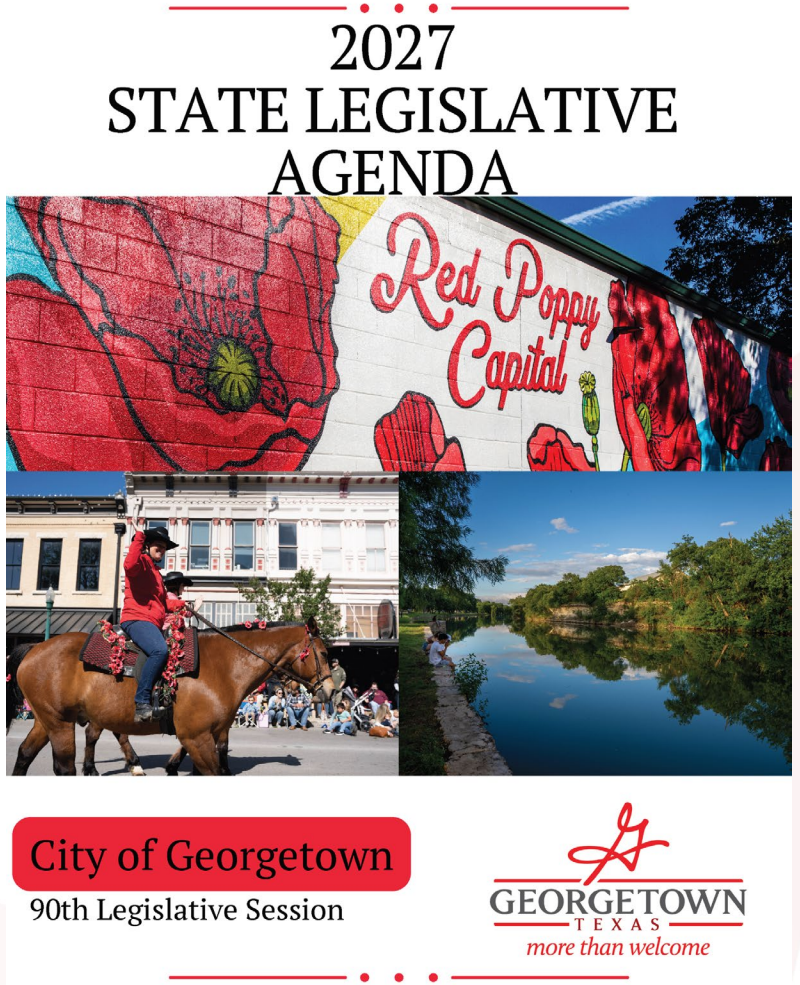
Stephanie Blanck
Sarah Bolton
Natalie DeCesare
Evan Hein
Laura Klein Plunkett
Nizar Noorani
Joe Orsak
Travis Perthius
John Power
Larry Sharrar
Larry Simmons
Mackenzie Spahn
Wade Todd
Alice York

STATE LEGISLATIVE AGENDA

- Serves as the foundation for the City's advocacy strategy:
  - High-level summary of City positions adopted by City Council
  - Includes legislative priorities and bill requests
- Agenda works in partnership with regular and consistent communications to legislative members and their staff on issues that are included in the agenda

State Legislative Agenda Objectives

- Preserve Local Control
- Manage Growth Responsibly
- Maintain Georgetown's Historic Character & High Quality of Life



Preserving Local Control

Elections

- The City **supports** preserving nonpartisan local elections and the current simple-majority voting standard for municipal elections.
- The City **opposes** legislation that limits municipal elections to fewer than the two uniform election dates currently authorized under state law.

Municipal Finance

- The City **supports** preserving local control and financial flexibility so locally elected officials can responsibly fund essential services, provide targeted tax relief, and maintain transparent budgeting, taxation, fees, and financial reporting.
- The City **supports** transparency and accountability among all local taxing entities, including cities, counties, municipal utility districts, and other special districts, so taxpayers can better understand their total local tax burden.
- The City **supports** preserving municipal authority over utility financial management, including enterprise fund revenues, PILOT transfers, voter-approved debt, tax-exempt private activity bonds, and financing flexibility for municipally owned utilities.
- The City **supports** extending statutory contract limits for large utility customers to align with long-term infrastructure investments and industry best practices while protecting current ratepayers from unplanned rate increases.
- The City **opposes** additional revenue, tax, or appraisal caps and policies that shift tax burdens among taxpayers or restricts a city's ability to fund public safety, transportation, parks, infrastructure, and other essential services.

Responsibly Managing Growth

Planning

- The City **supports** preserving local authority over land-use planning, zoning, annexation, subdivision regulation, and extraterritorial jurisdiction (ETJ) to responsibly manage Georgetown's growth.
- The City **supports** maintaining tools that coordinate development with adequate transportation, utility, and other infrastructure capacity, including impact fees and development agreements.
- The City **opposes** one-size-fits-all state mandates or preemptions that limit Georgetown's ability to manage growth and local decision-making authority.
- The City **opposes** policies that shift the infrastructure costs associated with new growth onto existing residents and taxpayers.

Transportation

- The City **supports** increased state funding for transportation construction, operations, and safety improvements that address the needs of rapidly growing communities.
- The City **supports** continued regional transportation partnerships with TxDOT, CAMPO, Williamson County, and other entities to improve safety, connectivity, mobility, and economic development.
- The City **supports** preserving municipal transportation funding tools, including voter-approved sales taxes, transportation impact fees, bonds, development agreements, and other locally authorized mechanisms.
- The City **supports** strengthening public transportation, ADA accessibility, and public-private partnership options (like RideGTX).
- The City **opposes** legislation that limits local funding flexibility or creates unnecessary administrative burdens on transportation projects.

Responsibly Managing Growth (cont.)

Electric Utility

- The City **supports** preserving the authority of municipally owned utilities to own, operate, and govern their electric systems in a manner that best serves local customers and communities.
- The City **supports** improving electric grid reliability, resiliency, and affordability while ensuring that costs associated with rapidly growing statewide demand and large loads are allocated equitably and do not disproportionately burden residential and small commercial customers.
- The City **opposes** legislation that diminishes local control of municipally owned utilities or imposes regulatory requirements that fail to recognize their unique governance structure and public-service mission.

Water & Wastewater Utility

- The City **supports** preserving municipal authority to own, operate, and manage water and wastewater utilities, including protection of certificated service areas, water rights, and groundwater production and transport permits.
- The City **supports** increased state investment in water and wastewater infrastructure, water quality, emerging contaminant mitigation, cybersecurity, drought resilience, emergency preparedness, and long-term water supply reliability.
- The City **supports** consistent and evidence-based groundwater management, conservation, and coordinated regional water and wastewater planning.
- The City **opposes** policies that undermine long-term utility planning or municipal authority within service areas, including the proliferation of wastewater package plants where municipal wastewater service is available or planned.

Information Technology

- The City **supports** continued state efforts and investments to strengthen cybersecurity protections for municipal information systems, utilities, public safety operations, emergency communications, financial data, and resident information.
- The City **supports** the development of a safe, effective, and responsible framework for the use of artificial intelligence technologies.

Responsibly Managing Growth (cont.)

Fire

- The City **supports** legislation and state investment that strengthens fire protection, firefighter health and safety, wildfire prevention and mitigation, emergency medical services, and first responder training.
- The City **supports** policies that preserve property owners' rights and improve Emergency Services District annexation processes while allowing local governments to coordinate emergency services efficiently and cost-effectively.
- The City **opposes** unfunded mandates that increase fire and emergency service operational costs without providing state funding.

Police

- The City **supports** preserving local control over policing operations while providing law enforcement agencies with the resources, tools, and flexibility necessary to protect fast growing communities.
- The City **supports** increased state investment in officer recruitment and retention, training, technology, mental health response, crime prevention, emergency communications, and collaboration among public safety agencies.
- The City **supports** additional state funding for multidisciplinary mental health response teams to reduce the burden on local taxpayers and law enforcement resources.
- The City **supports** auditing TCOLE training requirements to eliminate training course duplication, streamline continuing education, and maximize officers' time serving the public, as well as modernizing civil service rules to improve onboarding efficiency.
- The City **opposes** unfunded mandates and state preemption policies that restrict Georgetown's ability to address local public safety needs.

Emergency Management

- The City **supports** sustained state and federal investment in emergency preparedness, disaster response, recovery, hazard mitigation, and long-term community resilience.
- The City **supports** increased funding for warning systems, flood mitigation, emergency communications, disaster recovery, hazard mitigation grants, and critical infrastructure protection while preserving local authority over emergency operations.
- The City **opposes** unfunded mandates that impose new emergency management requirements on local governments without sufficient implementation funding.

Maintaining our Historic Character and High Quality of Life

Economic Development

- The City **supports** preserving and enhancing local economic development tools that help recruit and retain employers, expand the commercial tax base, increase wages, and improve quality of life.
- The City **supports** adding Georgetown to the Qualified Hotel Project Program to provide additional tools for development of a qualifying hotel and convention center.
- The City **supports** policies that recognize the importance of both large employers and Georgetown's existing small and medium-sized businesses for overall economic stability.

Downtown & Tourism

- The City **supports** protecting municipal Hotel Occupancy Tax authority and local control over tourism revenues, short-term rental regulation, and tourism management programs.
- The City **supports** state funding for Main Street programs, cultural arts districts, historic preservation, and downtown revitalization.
- The City **supports** transportation, workforce, and infrastructure investments that strengthen Georgetown's and Texas' tourism and hospitality industries.

Library Services

- The City **supports** continued collaboration with the Texas State Library and Archives Commission to ensure local libraries remain connected to statewide information networks.
- The City **supports** sustainable and expanded state funding for the Commission and the library programs and services it provides to local communities.

PROGRAM NEXT STEPS

- Stakeholder outreach with the 2027 State Legislative Agenda to community partners
- Presentation of Legislative Agenda to Legislators and staff
- Building a network of community advocates through public outreach
  - Targeted opinion pieces to local news media
  - Presentations to local civic groups to inform and educate

Questions?

Jacob Reagan, IGR Manager

Jacob.Reagan@georgetowntexas.gov

Amberley Kolar, Policy Analyst
Amberley.Kolar@georgetowntexas.gov

City of Georgetown, Texas
City Council
August 25, 2026

SUBJECT:
West Oaks ETJ MUD request

SUGGESTED ACTION:
Presentation and discussion regarding a potential ETJ Municipal Utility District (MUD) for the proposed West Oaks neighborhood -- Nick Woolery, Assistant City Manager

ITEM SUMMARY:
Staff is seeking Council's feedback and direction on whether to proceed with negotiations on a potential ETJ MUD for the project known as West Oaks.
This is179.4 acres, located in the ETJ off RR 2338, west of Fisher Road. The Future Land Use Plan designation is Rural Residential.

FINANCIAL IMPACT:

SUBMITTED BY:
Cresta Lyons, City Manager's Office

ATTACHMENTS:
City Council Workshop - West Oaks ETJ MUD Request (08-25-2026).pdf

West Oaks
ETJ MUD Request

August 25, 2026 | City Council Workshop

GEORGETOWN TEXAS

MUD Policy

Purpose

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

Purpose

Staff is seeking Council's feedback and direction on whether to proceed with negotiations on a potential ETJ MUD for the project known as West Oaks.

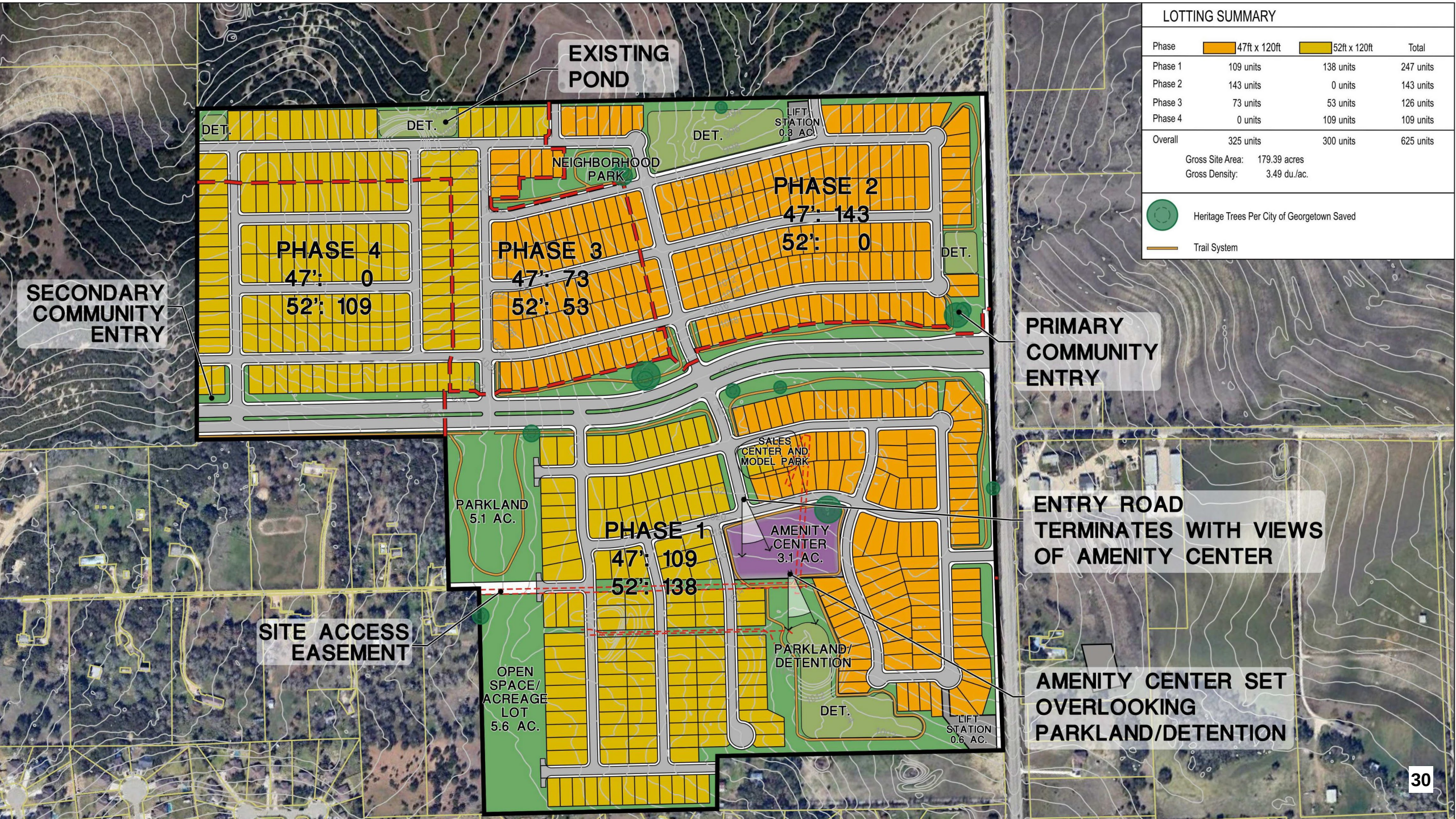
Feedback Requested

- What initial feedback does Council have on the proposed ETJ MUD development?
  - Land Plan / Amenities / Compatibility with surrounding development
  - Transportation Improvements
  - MUD tax rate
- Do you support staff negotiating a Consent Agreement and if so, are there any changes you want to see from what has been presented?

Background

- 179.4 acres
- Located in the ETJ off RR 2338; west of Fisher Road
- Future Land Use Plan designation is Rural Residential





LOTTING SUMMARY

Phase	47ft x 120ft	52ft x 120ft	Total
Phase 1	109 units	138 units	247 units
Phase 2	143 units	0 units	143 units
Phase 3	73 units	53 units	126 units
Phase 4	0 units	109 units	109 units
Overall	325 units	300 units	625 units

Gross Site Area: 179.39 acres
Gross Density: 3.49 du./ac.

Heritage Trees Per City of Georgetown Saved

Trail System

Development Vision



WEST OAKS
Council Workshop

KB Home - Georgetown, Texas

08/25/2026

Community Goals

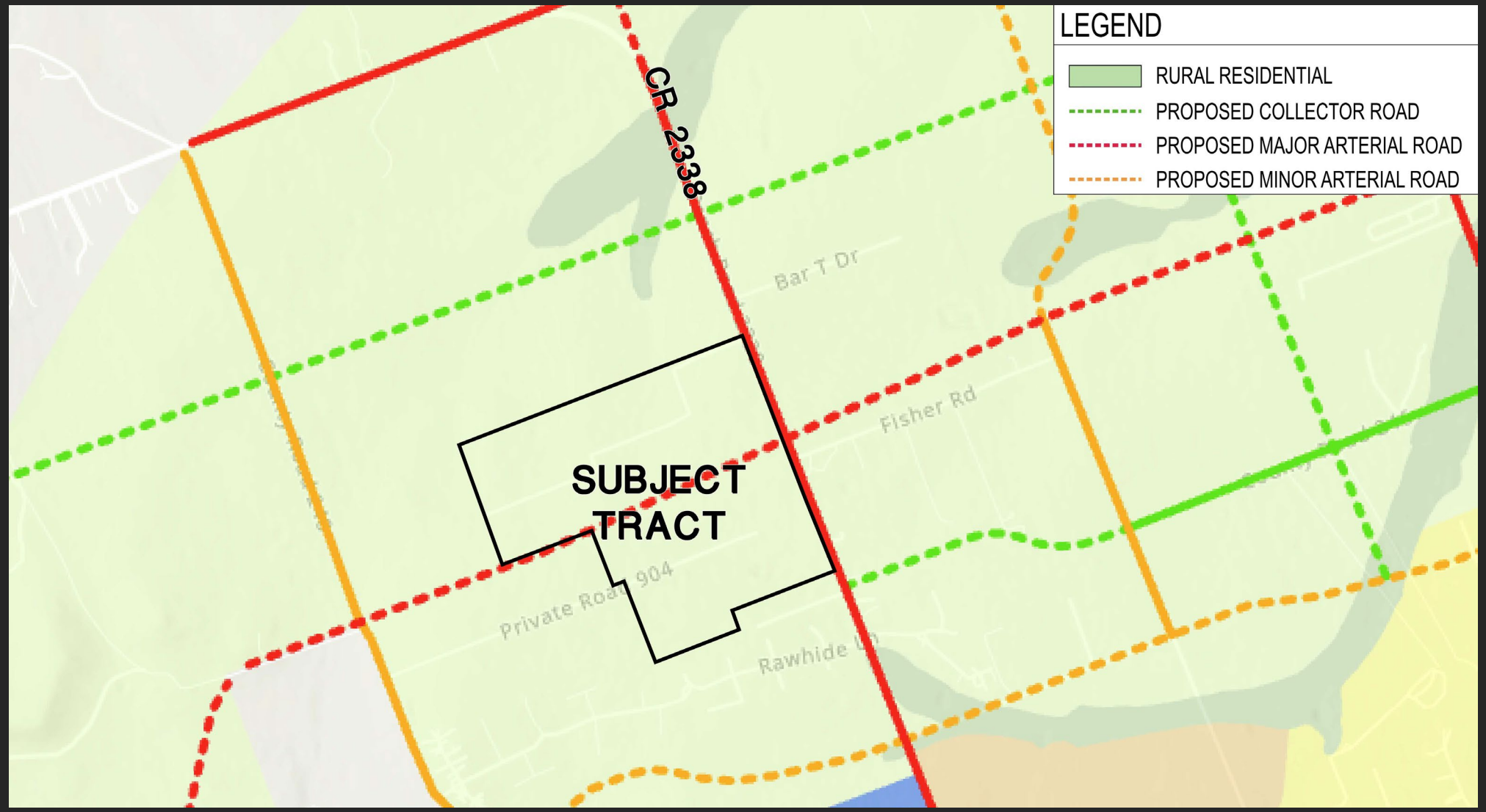
- Enhanced community development
- Robust amenity programming
- Tree preservation
- Walkable community
- Water conservation

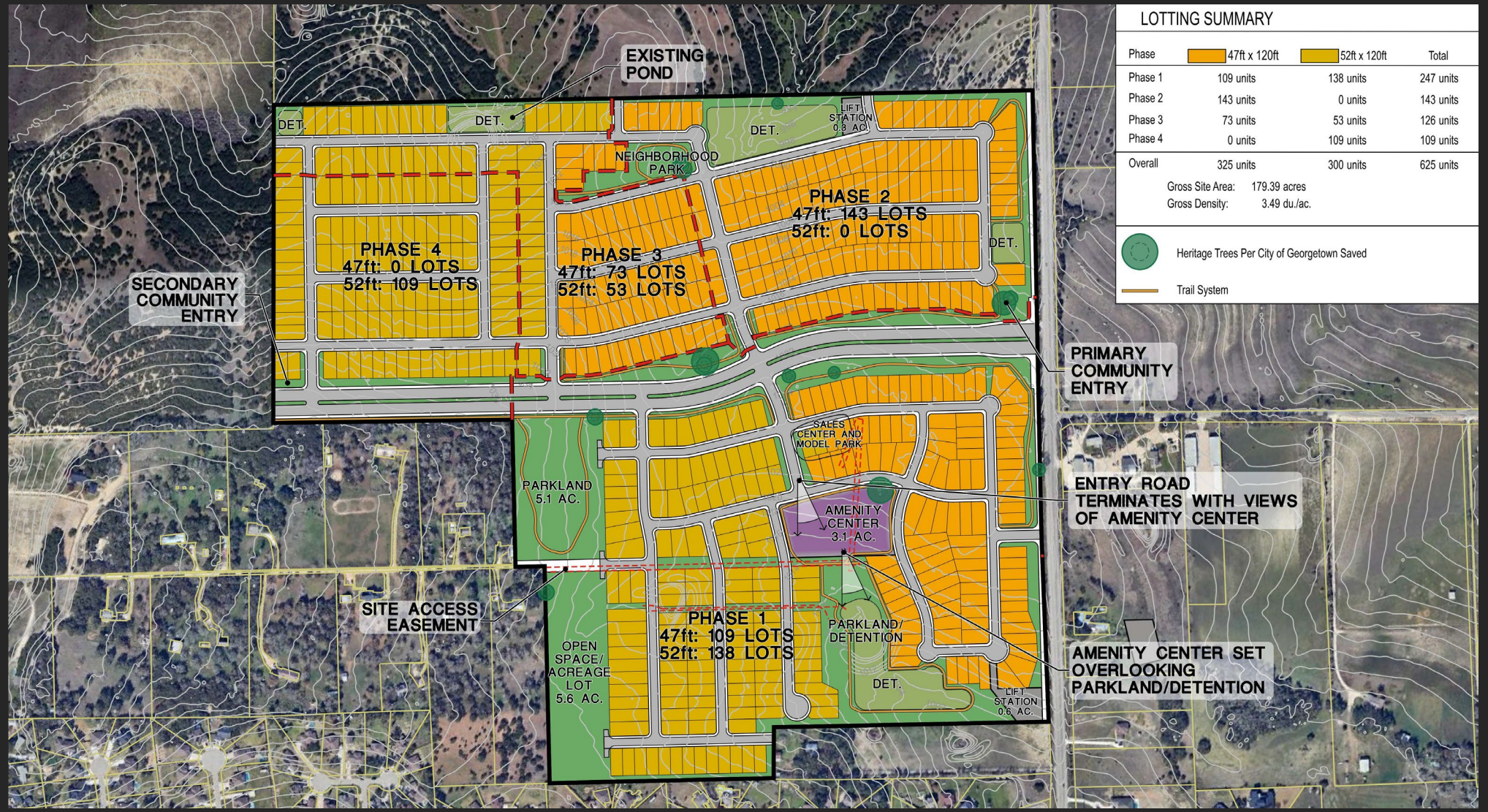




LAND USE


CITY OF GEORGETOWN ETJ
RM 2338
TX 195
SUBJECT TRACT
CITY OF GEORGETOWN CITY LIMITS
MISSION OAKS
PARMER RANCH
NOLINA
HEIRLOOM
RONALD REAGAN BLVD
THE OAKS
PARMER RANCH
RONALD REAGAN BLVD
RM 2338
HIGHLAND VILLAGE
SUN CITY TEXAS


LEGEND
RURAL RESIDENTIAL
PROPOSED COLLECTOR ROAD
PROPOSED MAJOR ARTERIAL ROAD
PROPOSED MINOR ARTERIAL ROAD
CR 2338
Bar T Dr
Fisher Rd
SUBJECT TRACT
Private Road 904
Rawhide Ln



Phase	47ft x 120ft	52ft x 120ft	Total
Phase 1	109 units	138 units	247 units
Phase 2	143 units	0 units	143 units
Phase 3	73 units	53 units	126 units
Phase 4	0 units	109 units	109 units
Overall	325 units	300 units	625 units

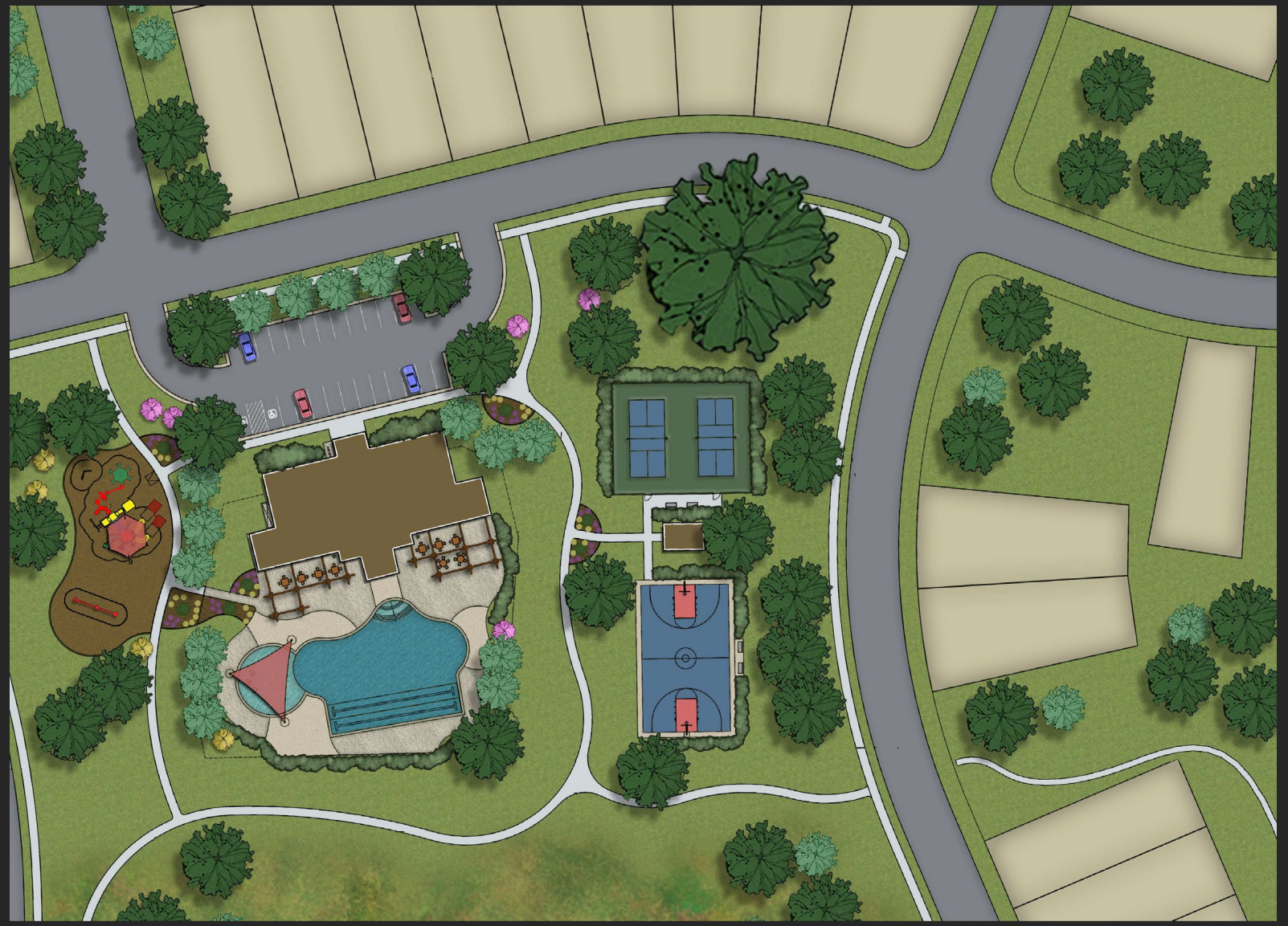
Gross Site Area: 179.39 acres
Gross Density: 3.49 du./ac.



PARKS, TRAILS, AND AMENITIES

Amenity Center Program

- Resort pool with splash pad
- Playscape
- Amenity building with restrooms
- Pickleball courts
- Full basketball court
- Trail system
- Tree preservation
- Pavillion with seating











Neighborhood Park Program

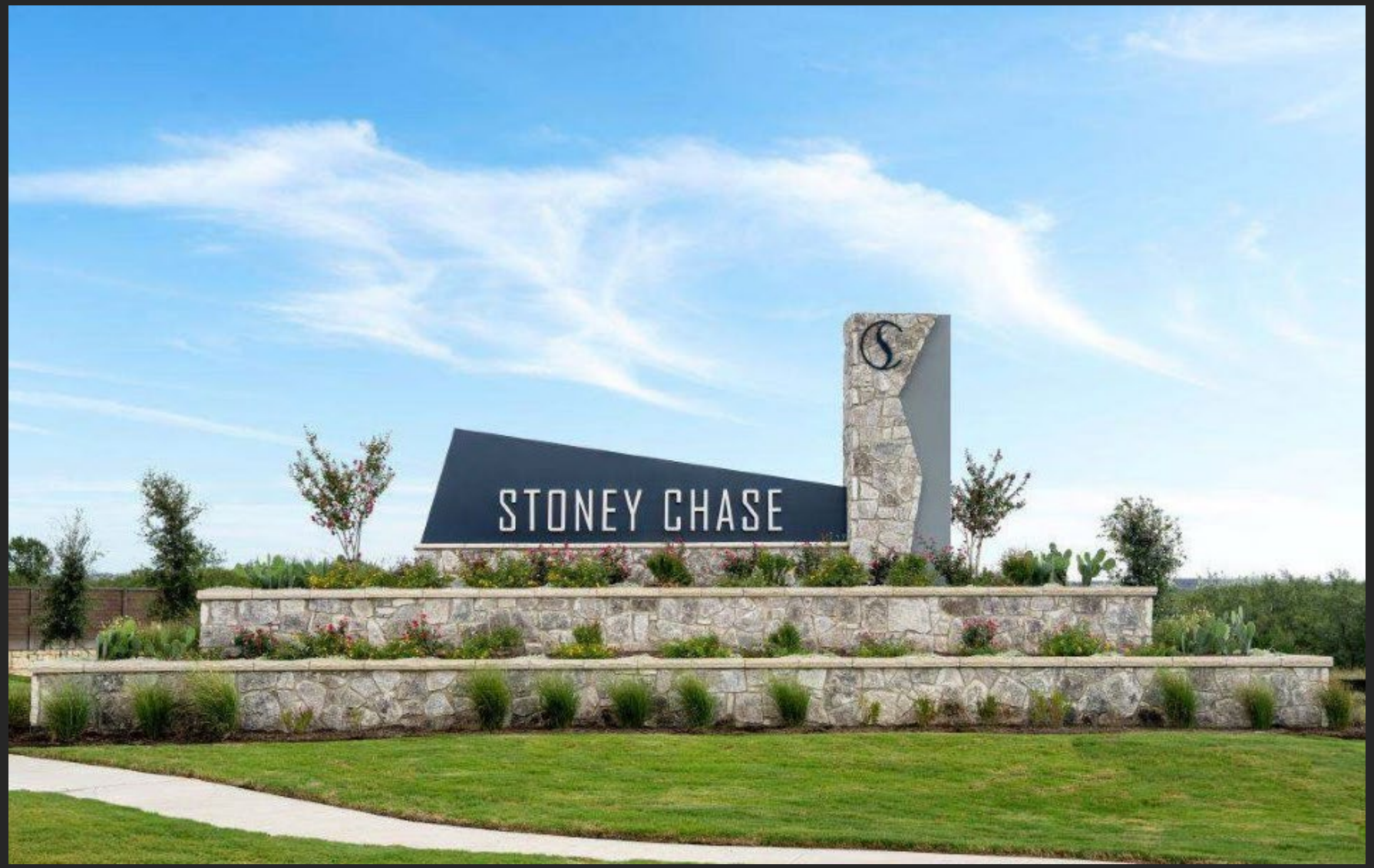
- Playscape
- Trail system
- Pavillion with seating
- Open play lawn







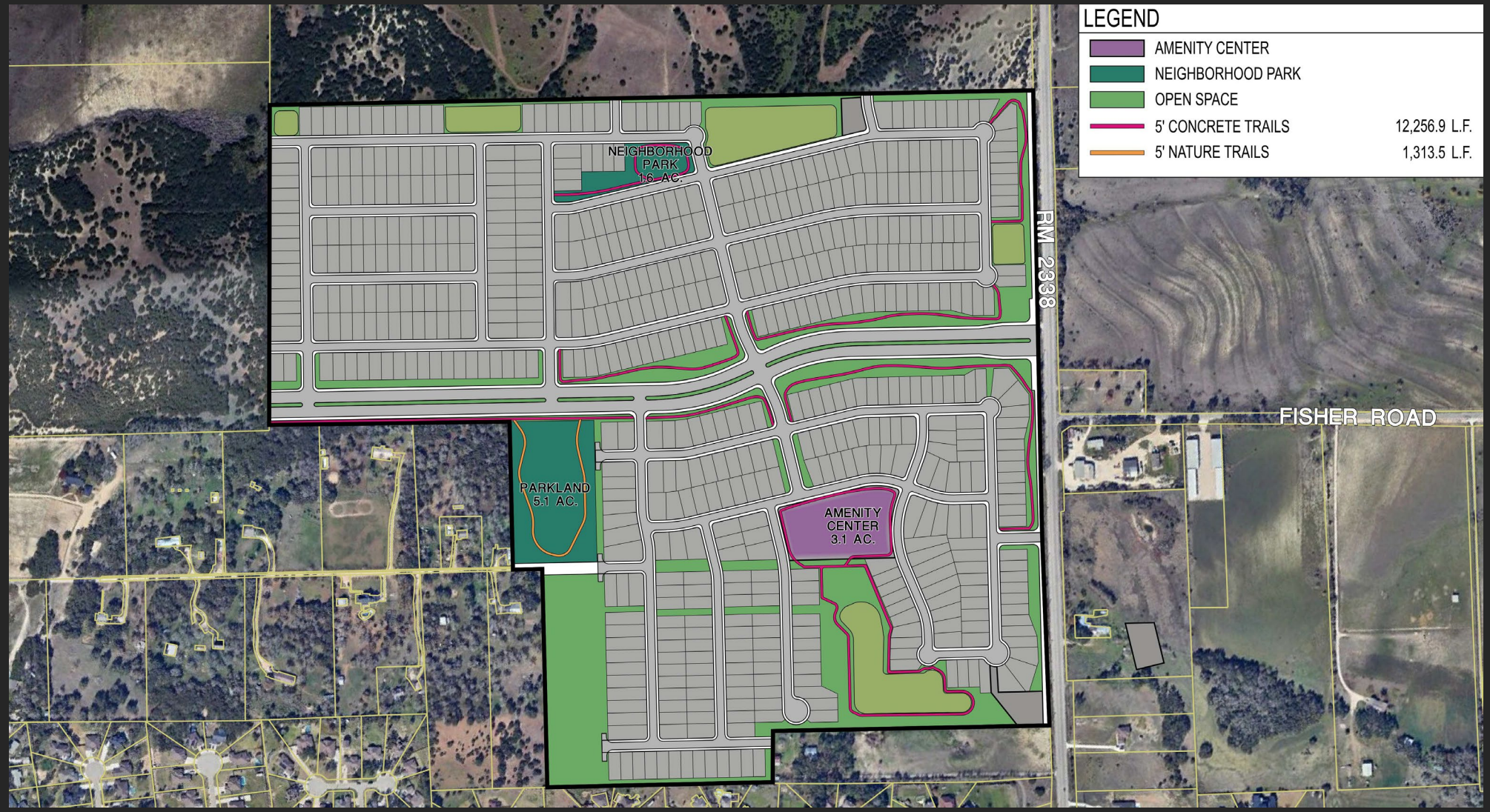

COMMUNITY
PARK


STONEY CHASE




FOREST GROVE


OVERLOOK
RANCH


LEGEND
AMENITY CENTER
NEIGHBORHOOD PARK
OPEN SPACE
5' CONCRETE TRAILS 12,256.9 L.F.
5' NATURE TRAILS 1,313.5 L.F.
NEIGHBORHOOD PARK 1.6 AC.
PARKLAND 5.1 AC.
AMENITY CENTER 3.1 AC.
RM 2338
FISHER ROAD

- KB Commitments:
  - Enhanced perimeter masonry wall with masonry columns
  - Reduced irrigation needs
    - Xeriscape and native plant palette
    - Use of river rock as mulch

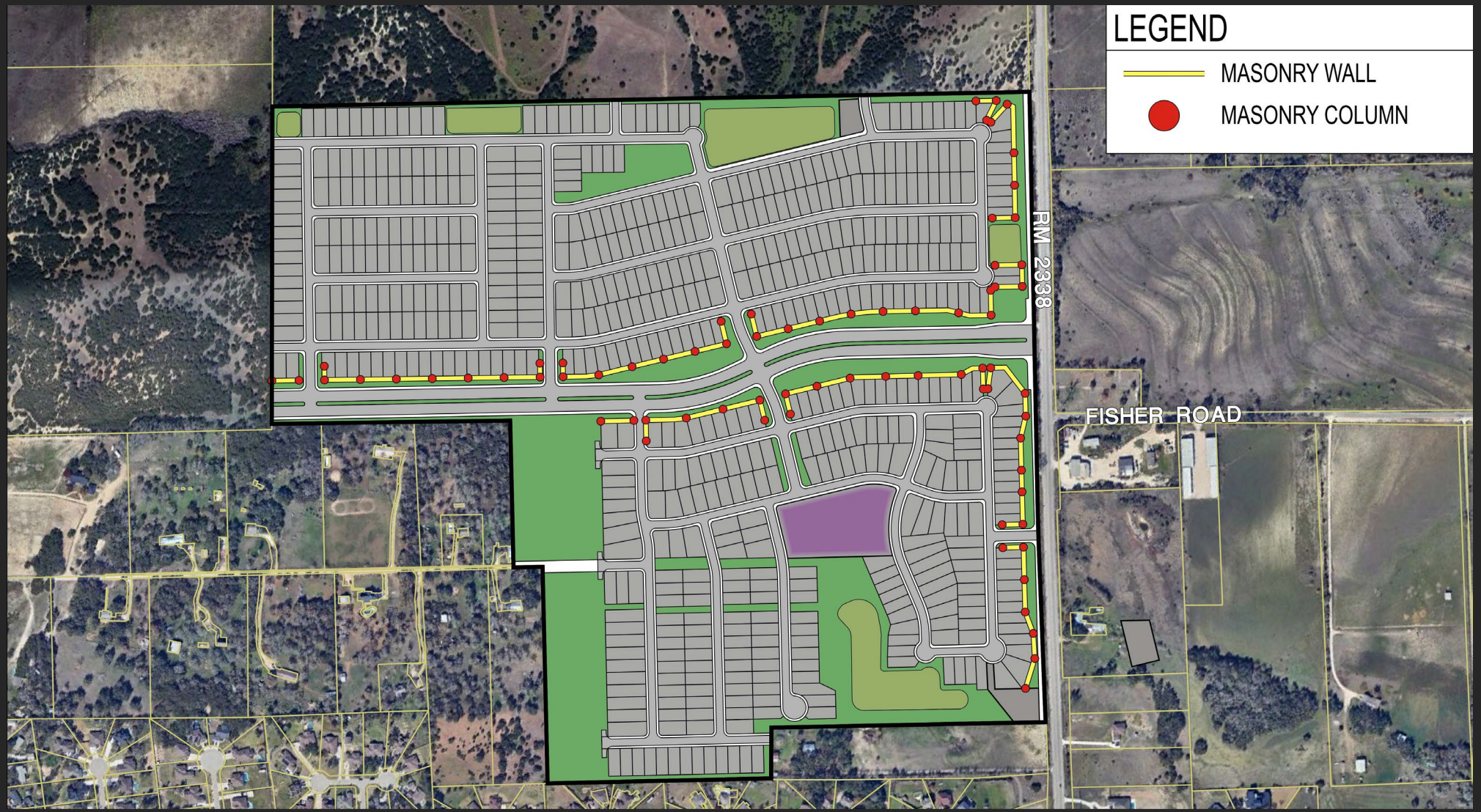




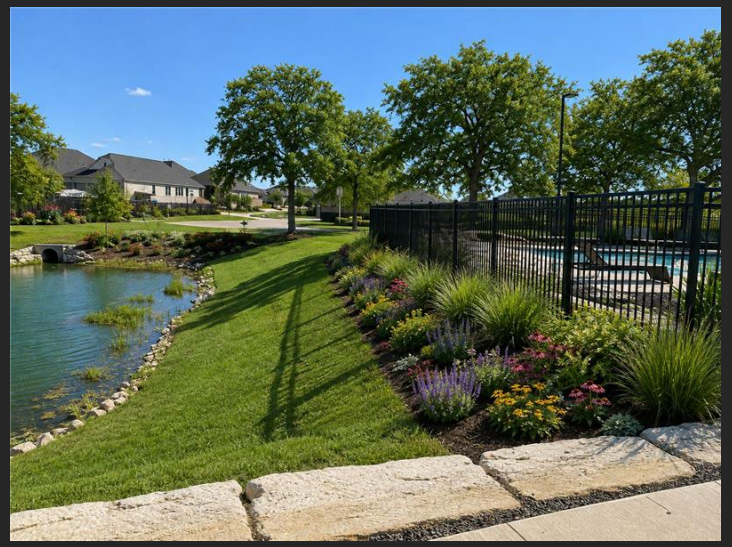







LEGEND
MASONRY WALL
MASONRY COLUMN
RM 2338
FISHER ROAD

- KB Commitments:
  - Enhanced perimeter masonry walls and columns
  - Enhanced wrought iron view fencing









HOUSING PRODUCT

- KB Commitments:
  - Proposing a water conservation program called WaterSense labeled homes
    - Irrigation standard on the front and side yards
    - WaterSense certified
    - Landscaping improvements will consist of 50% sod and 50% xeriscape







- KB Commitments:
  - High-quality masonry materials
  - Enhanced home elevations
  - Offers covered porch or patios







Thank you for your time

Compliance with Council MUD Policy

MUD Policy

- Quality Development
- Extraordinary Benefits
- Enhance Public Service and Safety
- City Exclusive Provider
- Fiscally Responsible
- Parks, Trails and Amenities
- Annexation

MUD Policy Compliance
Quality Development

- 85% masonry (brick, stone, stucco) will be required
- Masonry walls required along arterial roadway
- Amenity Center and parkland in Phase 1 of the development

Product Mix

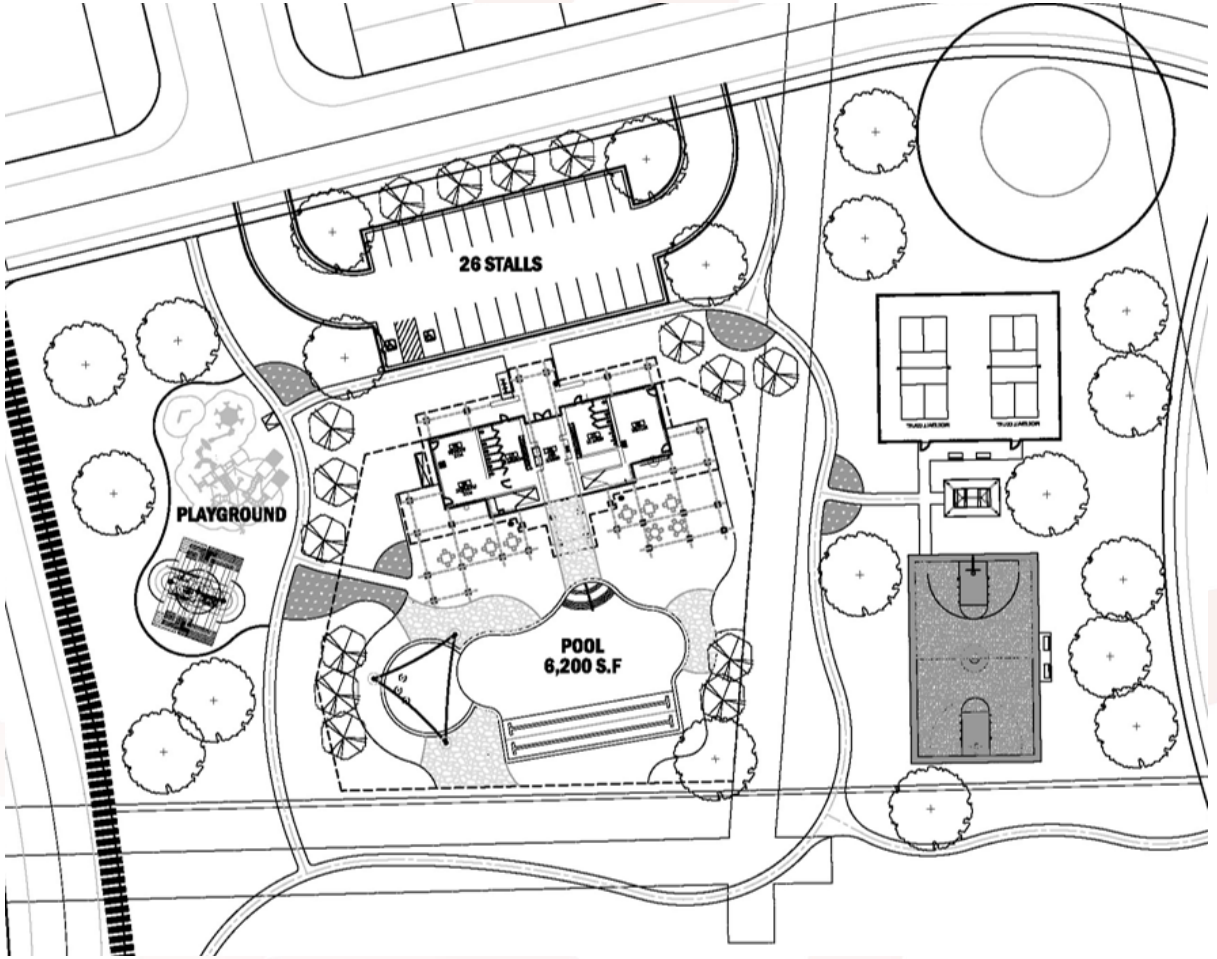
Lot Sizes	Number of Units	% of Total Lots
47’	325	52%
52’	300	48%
Total SF Lots	**625**	**100.00%**

MUD Policy Compliance
Extraordinary Benefits

- Developer to construct 4-lanes of the Major Arterial roadway, including a landscaped center median and 10-foot shared use paths on each side of the road
  - Connects Williams Drive / 2338 to future development to the west and builds a critical portion of the City and County's thoroughfare plan
  - Median and landscaping improvements to be maintained by HOA
- Signal constructed at major arterial and 2338

MUD Policy Comparison
Parks, Trails & Amenities

- **Parkland**
  - 17.2 acres public parkland
  - Primary Park to include Amenity Center, Resort Pool, Sports Court, Pickleball Court, Large Playscape, Swing set, Pavillion with picnic tables, Park Benches, Trash cans, Park sign, parking lot, 10' Walking Trail System
  - Contribution to City Regional Park fund
- **3 acre Private Amenity Center**



MUD Policy Compliance
Enhance Public Service and Safety

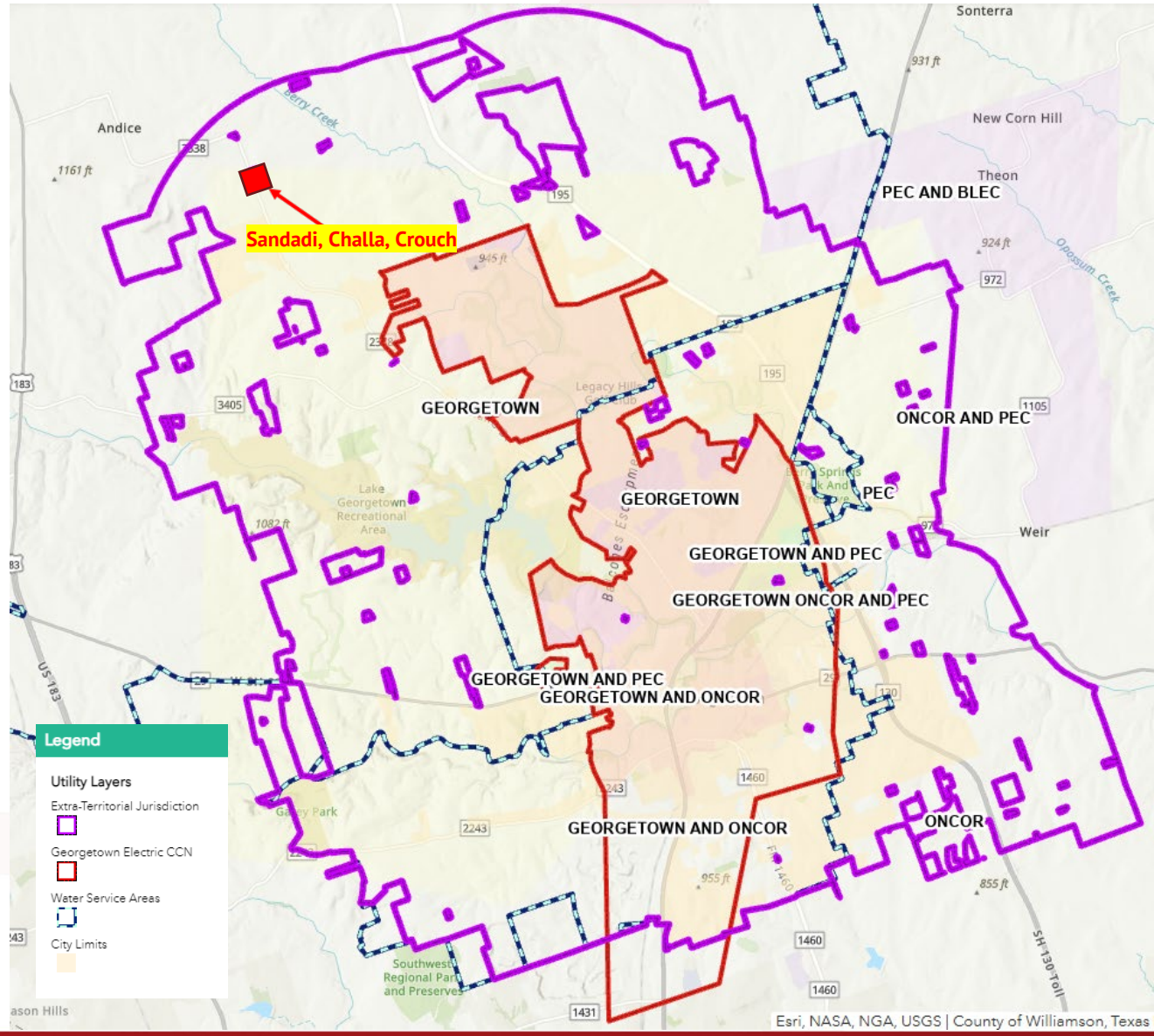
- Located within Williamson County Emergency Services District 7 and ESD 7 will remain the provider of fire services
- Developer will pay the City a Fire Service Improvement Program (SIP) Fee in the amount of $800 with each building permit, which shall be remitted to ESD 7 for the build-out of services in this area

MUD Policy Compliance
City Exclusive Provider

Georgetown provider of:

- Water
- Wastewater
- Solid waste

PEC service area for electric



MUD Policy Compliance
Fiscally Responsible / Finance Plan

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

MUD Policy Requirement	SCC MUD
Maximum tax rate of $0.95 per $100 AV	$0.95 per $100 AV
Maximum MUD Bond maturity = 25 yrs. after issuance	25 years
Bond Issuance Period (first to last bonds issued) = 10 years	10 years
Impact fees assessed at final plat	Impact fees assessed at final plat

MUD Policy Comparison
Additional Requirements

- **Wastewater connections capped to only Phase 1 of the development until the Northlands WWTP is completed**
- **HOA Required**
  - Maintenance of amenity center, parks, trails, fencing, sidewalks landscaping and drainage facilities
- **Annual report showing compliance with requirements triggered during prior calendar year and total number of plats recorded, approved, pending and submitted**
- **Master Development Fee**
  - 10% of the proceeds of each bond issuance paid to the City to compensate for City services utilized

Feedback and Direction

Staff is seeking Council's feedback and direction on whether to proceed with negotiations on a potential ETJ MUD for the project known as West Oaks.

Feedback Requested

- What initial feedback does Council have on the proposed ETJ MUD development?
  - Land Plan / Amenities / Compatibility with surrounding development
  - Transportation Improvements
  - MUD tax rate
- Do you support staff negotiating a Consent Agreement and if so, are there any changes you want to see from what has been presented?

City of Georgetown, Texas
City Council
August 25, 2026

SUBJECT:

YMCA Workshop presentation

SUGGESTED ACTION:
Presentation and discussion regarding the City's partnership with the YMCA of Central Texas, including a project history, overview of the proposed Construction and Operating Agreements, and an update on construction activities and schedule -- Jack Daly, Assistant City Manager

ITEM SUMMARY:
Staff will provide City Council with a high-level update on the City's partnership with the YMCA of Central Texas for development of the new recreational facility at 6100 Williams Drive. The presentation will include a brief project history and timeline, including the recreation feasibility study, voter approval of the 2023 bond proposition, design and procurement activities, and the May 2026 groundbreaking. Staff will also summarize the primary provisions of the proposed Construction Agreement and Operating Agreement that are being presented separately for City Council consideration.

Staff will also provide an update on current construction activities and the current project schedule, which anticipates completion in late 2027. Representatives from the YMCA of Central Texas will be invited to provide a brief update to City Council regarding the project and partnership.

FINANCIAL IMPACT:
Financial impacts associated with the proposed YMCA partnership are addressed in greater detail in the separate agenda items for the Construction Agreement and Operating Agreement.

SUBMITTED BY:
Danella Elliott, City Manager's Office

ATTACHMENTS:
YMCA_COG_Partnership_Update_2026-08-25.pdf

YMCA Partnership Update

Aug. 25, 2026 | City Council Workshop

Background

- City met with YMCA to better understand their planning and partnership opportunities:
  - Feb 2022
  - March 2022
  - October 2022
  - May 2023
- May 2023 Recreation Center Feasibility Study
  - Indicating need for west side recreation facility

Background

- June 2023 Capital Funding Workshop
  - City Council direction was for placeholder of $10M on planned Nov 2023 bond referendum
- July 2023 – Workshop
  - YMCA proposal for City contribution to a future YMCA Facility on Williams Drive July 25,2023 Council Work
  - Intent was an expanded Facility: 35-40k (YMCA) to 50-65k SF (YMCA & COG)
- November 2023 Bond Passed
- January 2024 Design began
- June 2024 Site annexed into city

Background

- December 2024
  - Council workshop to discuss deed restriction update, facility naming, value engineering
  - CMAR selected
- 2025
  - Site Development Plan process
  - Constructed wastewater line for site
  - Completed design development
- Early-2026
  - Guaranteed Maximum Price (GMP) established that aligned the scope and the target budget
- May 2026 – Groundbreaking ceremony
- August 2026 - AG approval for operating agreement and facility agreement

Agreement Overview

Two Agreements on Agenda

- Facility Agreement
  - City contributes up to $10M of voter-approved general obligation bonds towards construction
  - Joint ownership
  - Project elements that the $10M go to have to be publicly procured
- Operating Agreement
  - COG responsible for proportionate share of Fixed Equipment Shared Costs
- Generally, COG can terminate only after the bond debt is paid in full.

Construction Update



Front Elevation

(full rendering available 8/21)

SITE PLAN

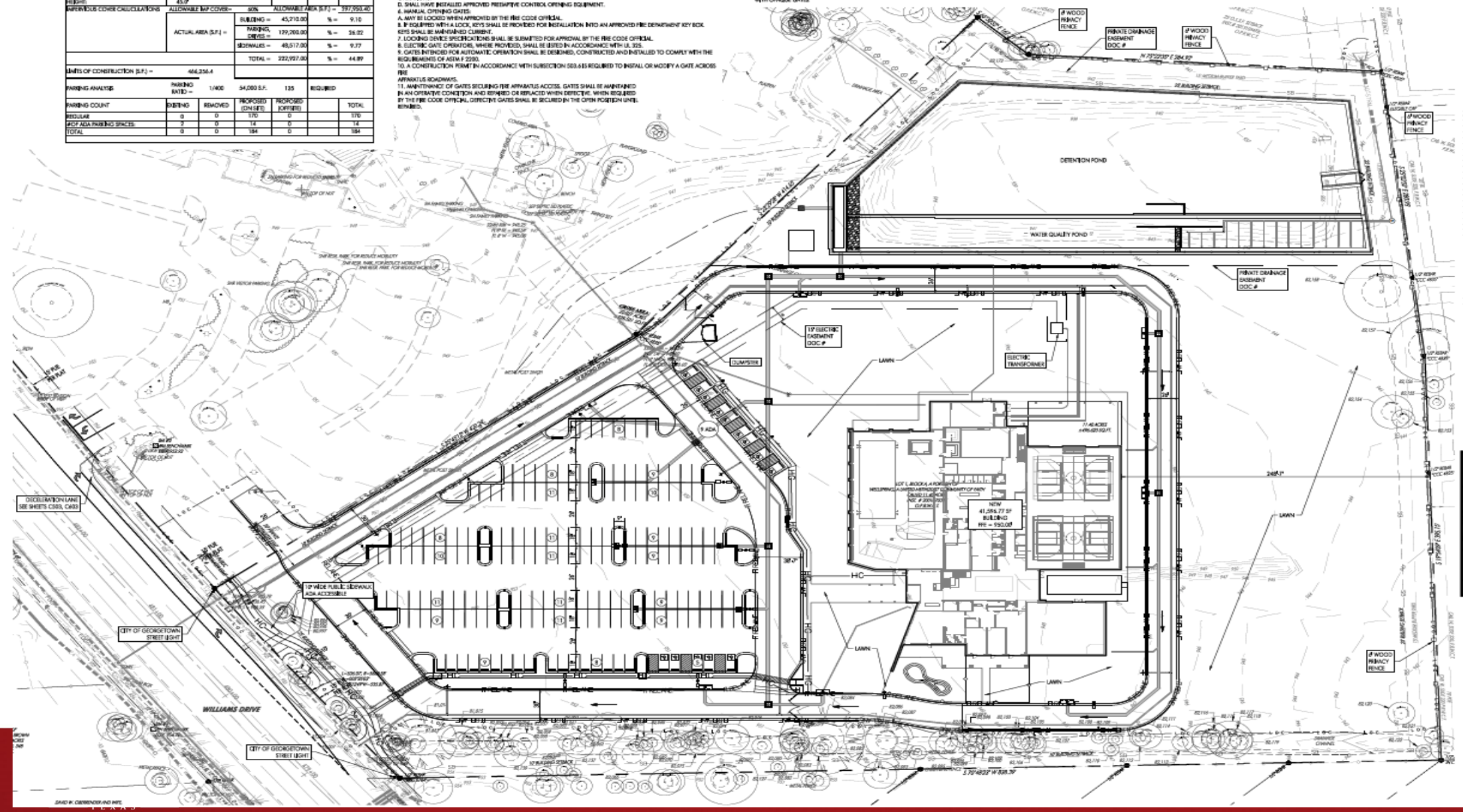
SITE DATA TABLE	GEORGETOWN FAMILY YMCA					
ZONING	GENERAL COMMERCIAL (GB)					
PROPOSED USE	OUTDOOR RECREATION					
BUILDING TABULATIONS						
EXISTING BUILDING AREA	0 SF			BUILDING SETBACKS	FT.	REMARKS
NEW BUILDING AREA	58,694 SF					
DEMOLISHED BUILDING AREA	0 SF			FRONT	25	
TOTAL PROPOSED BUILDING AREA	58,694					
LOT ACREAGE	11.48 acs	496,584.00 S.F.		SIDE	10	
TYPE OF CONSTRUCTION	II-B			SIDE/STREET	25	
BUILDING OCCUPANCY TYPE:	A-3/B/S-2			REAR	25	
HEIGHT:	45.0'					
IMPERVIOUS COVER CALCULATIONS	ALLOWABLE IMP COVER=		60%	ALLOWABLE AREA (S.F.) =		297,950.40
	ACTUAL AREA (S.F.) =	BUILDING =	45,210.00	% =	9.10	
		PARKING, DRIVES =	139,200.00	% =	28.02	
		SIDEWALKS =	48,517.00	% =	9.77	
		TOTAL =	222,927.00	% =	44.89	
LIMITS OF CONSTRUCTION (S.F.) =	466,256.4					
PARKING ANALYSIS	PARKING RATIO =	1/400	54,000 S.F.	135	REQUIRED	
PARKING COUNT	EXISTING	REMOVED	PROPOSED (ON SITE)	PROPOSED (OFFSITE)		TOTAL
REGULAR	0	0	170	0		170
# OF ADA PARKING SPACES:	2	0	14	0		14
TOTAL	0	0	184	0		184

FIRE NOTES

UNLESS O.S. FIRE APPARATUS ACCESS ROAD GATES. GATES SECURING FIRE APPARATUS ACCESS ROADS SHALL COMPLY WITH ALL OF THE FOLLOWING CRITERIA:
1. THE MINIMUM UNOBSTRUCTED GATE WIDTH SHALL BE 20 FEET (609MM).
EXCEPTION: ONE- AND TWO-FAMILY DWELLINGS AS APPROVED BY THE FIRE CODE OFFICIAL.
3. GATES SHALL BE OF THE SWINGING OR SLIDING TYPE.
3. CONSTRUCTION OF GATES SHALL BE OF MATERIALS THAT ALLOW MANUAL OPERATION BY ONE PERSON.
4. GATE COMPONENTS SHALL ALWAYS BE MAINTAINED IN AN OPERATIVE CONDITION AND REPLACED OR REPAIRED WHEN DEFECTIVE.
5. ELECTRICALLY OPERATED GATES:
A. SHALL BE EQUIPPED WITH A MEANS OF OPENING THE GATE BY FIRE DEPARTMENT PERSONNEL FOR EMERGENCY ACCESS. EMERGENCY ACCESS DEVICES SHALL BE APPROVED BY THE FIRE CODE OFFICIAL.
B. SHALL BE EQUIPPED WITH A MEANS OF OPERATION THAT WILL KEEP THE GATE IN THE FULLY OPENED POSITION FOR NO MORE THAN 30 SECONDS.
C. SHALL HAVE A MANUAL OVERRIDE SYSTEM. MANUAL OVERRIDE OPERATIONS SHALL BE LOCATED ON THE ENTRANCE SIDE OF THE GATE, OR WHEN POWER HAS FAILED, THE GATE(S) SHALL OPEN AND STAY OPEN UNTIL POWER IS RESTORED FOR NORMAL OPERATIONS.
D. SHALL HAVE INSTALLED APPROVED PREEMPTIVE CONTROL OPENING EQUIPMENT.
6. MANUAL OPENING GATES:
A. MAY BE LOCKED WHEN APPROVED BY THE FIRE CODE OFFICIAL.
B. IF EQUIPPED WITH A LOCK, KEYS SHALL BE PROVIDED FOR INSTALLATION INTO AN APPROVED FIRE DEPARTMENT KEY BOX. KEYS SHALL BE MAINTAINED CURRENT.
7. LOCKING DEVICE SPECIFICATIONS SHALL BE SUBMITTED FOR APPROVAL BY THE FIRE CODE OFFICIAL.
8. ELECTRIC GATE OPERATORS, WHERE PROVIDED, SHALL BE LISTED IN ACCORDANCE WITH UL 325.
9. GATES INTENDED FOR AUTOMATIC OPERATION SHALL BE DESIGNED, CONSTRUCTED AND INSTALLED TO COMPLY WITH THE REQUIREMENTS OF ASTM F 2200.
10. A CONSTRUCTION PERMIT IN ACCORDANCE WITH SUBSECTION 503.6.15 REQUIRED TO INSTALL OR MODIFY A GATE ACROSS FIRE APPARATUS ROADWAYS.
11. MAINTENANCE OF GATES SECURING FIRE APPARATUS ACCESS. GATES SHALL BE MAINTAINED IN AN OPERATIVE CONDITION AND REPAIRED OR REPLACED WHEN DEFECTIVE. WHEN REQUIRED BY THE FIRE CODE OFFICIAL, DEFECTIVE GATES SHALL BE SECURED IN THE OPEN POSITION UNTIL REPAIRED.

DIMENSION PLAN NOTES

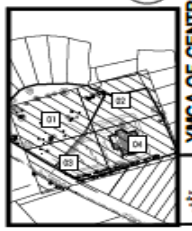
1. ALL LIGHTING FIXTURES SHALL BE DESIGNED TO COMPLETELY CONCEAL AND FULLY SHIELD WITHIN AN OPAQUE HOUSING, THE LIGHT SOURCE FROM VISIBILITY FROM ANY STREET RIGHT-OF-WAY. THE CONE OF LIGHT SHALL NOT CROSS ANY ADJACENT PROPERTY LINE. THE ILLUMINATION SHALL NOT EXCEED 2 FOOT CANDLES AT A HEIGHT OF THREE FEET AT PROPERTY LINE. ONLY INCANDESCENT, FLUORESCENT, COLOR-CORRECTED HIGH PRESSURE SODIUM OR METAL HALIDE MAY BE USED. ALL VEHICLE OR PEDESTRIAN ACCESS SHALL BE SUFFICIENTLY LIMITED TO ENSURE SECURITY OF PROPERTY AND PERSONS.
2. ALL ROOF, WALL AND GROUND MOUNTED MECHANICAL EQUIPMENT MUST BE SCREENED IN ACCORDANCE WITH CHAPTER 8 OF THE UDC. IF ROOF AND WALL MOUNTED EQUIPMENT OF ANY TYPE INCLUDING DUCT WORK AND LARGE VENTS IS PROPOSED IT SHALL BE SHOWN ON SITE PLAN AND SCREENING IDENTIFIED. SCREENING OF MECHANICAL EQUIPMENT SHALL RESULT IN THE MECHANICAL EQUIPMENT BLENDING IN WITH THE PRIMARY BUILDING AND NOT APPEARING SEPARATE FROM THE BUILDING AND SHALL BE SCREENED FROM VIEW OF ANY RIGHTS-OF-WAY OR ADJOINING PROPERTIES.
3. PER CHAPTER 8, THE DUMPSTER ENCLOSURES MUST BE (1) FOOT ABOVE THE HEIGHT OF THE WASTE CONTAINER, USE PROTECTIVE POLES IN CORNERS AND IMPACT AREAS. FENCE POSTS SHALL BE OF RUST PROTECTED METAL OR CONCRETE. A MINIMUM 6" SLATES REQUIRED AND MUST BE SLOPED TO DRAIN. THE ENCLOSURE MUST HAVE STEEL FRAMED GATES WITH SPRING LOADED HINGES AND FASTENERS TO KEEP CLOSED. SCREENING MUST BE ON ALL FOUR SIDES BY MASONRY WALL OF APPROVED FENCE OR SCREENING WITH OPAQUE GATES.



SCALE: 1" = 40'

LEGEND

KEY MAP, 1" = 600'



schaefer architecture

Schaefer Architecture
257 N. Broadway
Wichita, KS, 67202
316.684.0171

PROGRESS DRAWINGS NOT FOR CONSTRUCTION

DUDLEY WILLIAMS & ASSOCIATES, P.A. STRUCTURAL ENGINEERS
MIDWEST ENGINEERING, INC. MECHANICAL ENGINEERS
MIDWEST ENGINEERING, INC. ELECTRICAL ENGINEERS

YMCA OF CENTRAL TEXAS
GEORGETOWN FAMILY YMCA
6100 WILLIAMS DRIVE
GEORGETOWN, TEXAS 78633

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REVISIONS

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Round Rock, TX 78664
Phone (512) 244-1166
Fax (512) 244-1010
www.hagood.com
TBPE Registration No. F-12709

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STATE OF TEXAS
TERRY W. HAGOOD
103925
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PROFESSIONAL ENGINEER

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DATE ISSUED: 12/19/2025

HEA PROJECT NO.

HEA PROJECT NO. 23613
ISSUED DATE: JAN/2026

DIMENSION PLAN

05

DP

Construction Update

- CHASCO mobilization completed.
- Base grading work started, including initial excavation for building slab and retention pond.
- Work on underground utilities (water, storm, sewer) and fire line are underway.

Construction Update



Current Focus

- Underground utility installation continues.
- PEC service
  - May require easements on adjoining property.
- Drilling of piers for main slab.
- Construction sequencing adjustments for potential changes.
- **Tentative project completion is Dec. 2027**

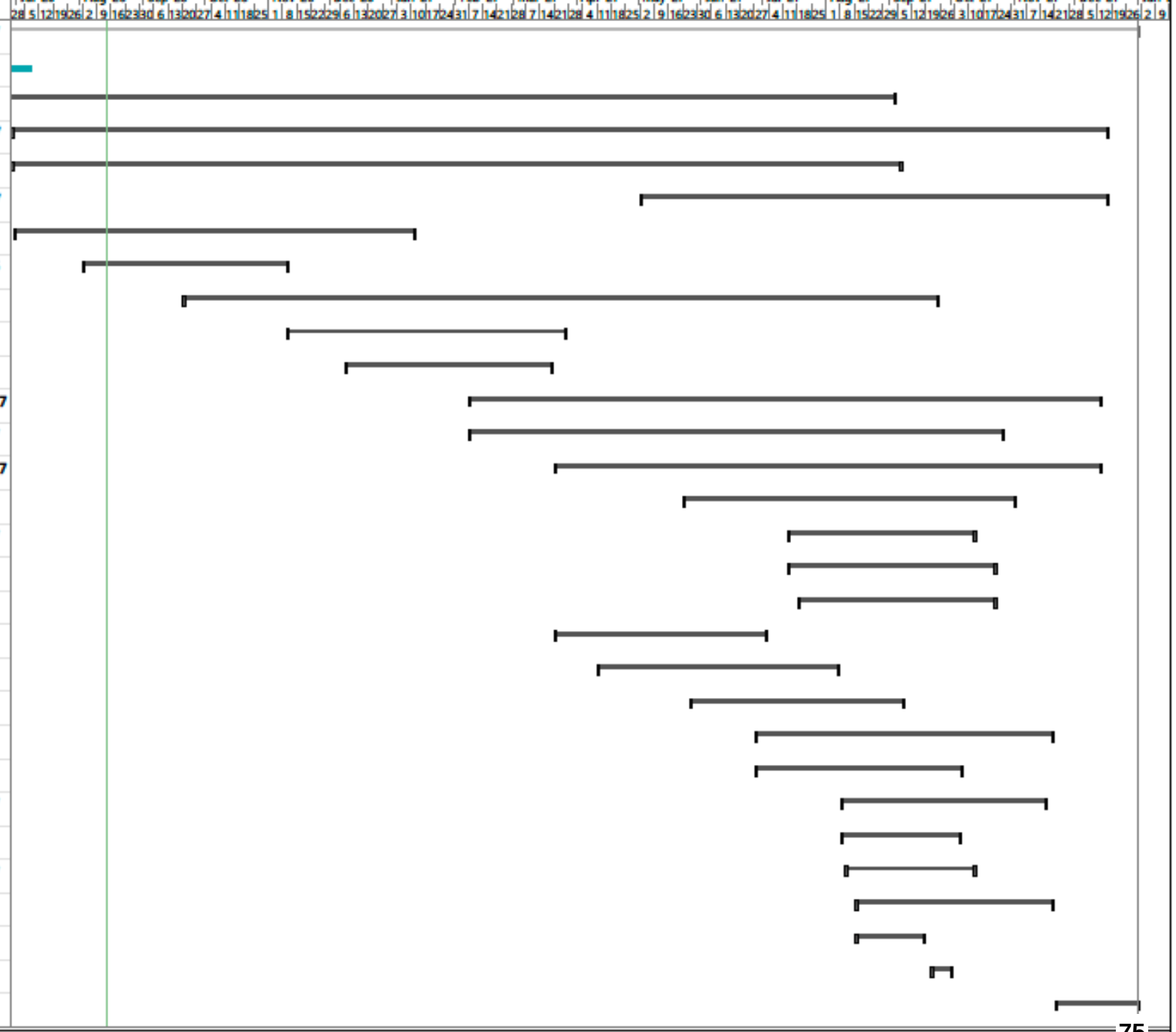








0	**Sport Clip Family YMCA Georgetown**	414 days?	Tue 6/2/26	Fri 12/31/27
1	**General Conditions**	2 days	Tue 6/2/26	Wed 6/3/26
221	**Site Work**	312 days	Thu 6/25/26	Fri 9/3/27
196	**Inspections**	384 days	Mon 6/29/26	Thu 12/16/27
212	**Sitework**	311 days	Mon 6/29/26	Mon 9/6/27
197	**Building**	164 days	Mon 5/3/27	Thu 12/16/27
18	**Submittals**	140 days?	Tue 6/30/26	Mon 1/11/27
249	**Foundation**	72 days	Mon 8/3/26	Tue 11/10/26
268	**Aquatics**	265 days	Mon 9/21/26	Fri 9/24/27
279	**Masonry**	98 days	Wed 11/11/26	Fri 3/26/27
283	**Install Steel**	73 days	Wed 12/9/26	Fri 3/19/27
324	**MEP Systems**	221 days	Mon 2/8/27	Mon 12/13/27
325	**Plumbing**	187 days	Mon 2/8/27	Tue 10/26/27
337	**Electrical**	191 days	Mon 3/22/27	Mon 12/13/27
347	**Mechanical**	116 days	Mon 5/24/27	Mon 11/1/27
365	**Communications**	65 days	Wed 7/14/27	Tue 10/12/27
376	**Fire Suppression**	73 days	Wed 7/14/27	Fri 10/22/27
371	**Electronic Safety and Security**	70 days	Mon 7/19/27	Fri 10/22/27
292	**Light Gauge Metal Framing**	75 days	Mon 3/22/27	Fri 7/2/27
301	**Dry In**	85 days	Mon 4/12/27	Fri 8/6/27
321	**Conveying Equipment**	74 days	Thu 5/27/27	Tue 9/7/27
381	**Interior Finishes**	105 days	Mon 6/28/27	Fri 11/19/27
382	**Drywall**	73 days	Mon 6/28/27	Wed 10/6/27
396	**Finishes**	72 days	Mon 8/9/27	Tue 11/16/27
412	**Wood, Plastics and Composites**	42 days	Mon 8/9/27	Tue 10/5/27
392	**Metals**	45 days	Wed 8/11/27	Tue 10/12/27
407	**Specialties**	70 days	Mon 8/16/27	Fri 11/19/27
419	**Furnishings**	25 days	Mon 8/16/27	Fri 9/17/27
416	**Equipment**	8 days	Wed 9/22/27	Fri 10/1/27
422	**Final Acceptance**	30 days	Mon 11/22/27	Fri 12/31/27



Project: Sport Clip Family YMCA

Task | Project Summary | Manual Task | Start-only | Deadline

Split | Inactive Task | Duration-only | Finish-only | Progress

Update from YMCA

City of Georgetown, Texas
City Council
August 25, 2026

SUBJECT:
Executive Session 08.28.2026

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
- Charter Review

Sec.551.072: Deliberations about Real Property
- Deliberation regarding the purchase, exchange, lease, or value of certain real property situated in Williamson County, Texas, such property being more particularly identified by the Williamson County Central Appraisal District as Parcels R449674 and R656329

ITEM SUMMARY:

FINANCIAL IMPACT:

SUBMITTED BY:
Karen Frost, City Secretary

ATTACHMENTS:

N/A

City of Georgetown, Texas
City Council
August 25, 2026

SUBJECT:
Call to Order 08.25.2026

SUGGESTED ACTION:
Pledge of Allegiance
Recognitions
- Proclamation of National Preparedness Month
Actions out of Executive Session

ITEM SUMMARY:

FINANCIAL IMPACT:

SUBMITTED BY:
Karen Frost, City Secretary

ATTACHMENTS:

N/A

City of Georgetown, Texas
City Council
August 25, 2026

SUBJECT:
Public Wishing to Address 08.25.2026

SUGGESTED ACTION:
- Jordan Utter would like to address the Council regarding the cancellation of GoGeo in favor of ride GTX.

ITEM SUMMARY:

FINANCIAL IMPACT:

SUBMITTED BY:
Robyn Densmore, City Secretary

ATTACHMENTS:

N/A

City of Georgetown, Texas
City Council
August 25, 2026

SUBJECT:
08.11.2026 and 08.17.2026 City Council Meeting Minutes

SUGGESTED ACTION:
Consideration and possible action to approve the minutes of the City Council meeting held on August 11, 2026, and Special City Council meeting held on August 17, 2026 -- Robyn Densmore, City Secretary

ITEM SUMMARY:

FINANCIAL IMPACT:

SUBMITTED BY:
Robyn Densmore, City Secretary

ATTACHMENTS:
City Council Minutes 08.11.2026.pdf
City Council Minutes 08.17.2026.pdf

Minutes of the City Council
City of Georgetown, Texas
Tuesday, August 11, 2026

The Georgetown City Council met on Tuesday, August 11, 2026, at 2:00 PM at the Council and Court Building, 510 W. 9th Street.

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

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

1. Policy Development and Discussion - Workshop

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

1.A **Employee Recognition - Years of Service - July 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 Paige, Assistant HR Director, presented and honored employees who had completed 5, 10, 15, 20, and 25 years of dedicated service to the City.

1.B **City Manager Proposed Fiscal Year 2027 Budget**
Presentation and discussion regarding the FY2027 City of Georgetown proposed budget and tax rate -- David Morgan, City Manager

Morgan presented and reviewed the following: the changes to the budget since the last Council workshop; the development of the FY2026/2027 budget and major themes; the budget timeline; FY2027 revenue and expenses by source; General Fund revenues by source, assessed values, percent of homestead accounts with cap, taxable values, property tax revenue, property tax distribution among operations and maintenance and interest and sinking, possible tax rates, sales tax, sales tax by sectors, expenses by source, Friends of the Parks, Friends of the Library, and General Capital Projects Fund; Electric and Water Funds including operating expense, operating revenue, and operating budget; Solid Waste Fund including operating budget notes; Stormwater Fund including operating budget notes; capital improvements including 5-year plan,

funding sources, Water capital projects, Wastewater capital projects, Electric capital projects, and GTEC (Georgetown Transportation Enhancement Corporation) funded improvements; other budget highlights related to staff compensation, increased insurance costs to the City, Customer Service Center, street maintenance, ongoing cost of service for utilities, proposed new staff positions, and key themes; next steps; and timeline.

General discussion among Council and staff regarding the application for exemption on appraised value of tangible personal property; Blue Hole Park renovations; Electric conservation program; impact fee revenues; comments received from citizens; how Georgetown's budget compares to other similar cities; and improvements made to water infrastructure.

Mayor Schroeder called for a break at 3:05 p.m. and resumed the meeting at 3:18 p.m.

1.C **RideGTX Update**

Presentation, update, and discussion regarding rideGTX -- Nat Waggoner, PMP, AICP, Transportation Planning Coordinator

Saluone presented and reviewed the following: the history of transit service in Georgetown from 2008 to the present; the purpose of the Transit Development Plan; rider profiles; GoGeo and rideGTX transit programs; GoGeo ridership; GoGeo outreach; rideGTX ridership; rideGTX cost for FY2026; ridership assumptions; rideGTX projected cost for FY2027; ride GTX projected cost for FY2027 with ETJ (extraterritorial jurisdiction) trips; cost savings options; option 1 FY2027 cost reduction with a change of services from 7 a.m. - 7 p.m.; option 2 FY2027 cost reduction with a change in services from 7 a.m. - 12 a.m.; option 3 FY2027 cost reduction with an increase in fees by $1.00; and the needed Council feedback.

Discussion among Council and staff regarding the previous expenses with CapMetro; cost savings should not impact customer service; consideration for shortening provided hours; consideration to remove ETJ service; considerations for riders using the services out of convenience versus necessity; clarification on ETJ usage; possibility of a tiered rate for this service; availability and wait times for vehicles for riders whose destination is outside the City limits; criteria for WAV rides; and a Council proposed tiered structure with increased rates based on time of day and limited hours.

1.D **Electric and Fire Code Updates**

Presentation and discussion regarding the National Electric Code and National Fire Code -- Glen Holcomb, Building Official, and Daniel Bilbrey, Deputy Fire Marshal

Bilbrey presented and reviewed the following: clarifications to terminology; single exit buildings; temporary structures; valet trash; reclaimed water;

emergency responder communication coverage; smoke alarms; fire protection related to post-fire; fire extinguisher use by pools; Li-Ion (lithium ion) laboratories; storage of Li-Ion batteries; micro-mobility charging; electric vehicle charging; pre-existing energy storage system; and fire lanes in neighborhoods.

General discussion among Council and staff regarding what structures would be impacted by the changes for temporary structures; how there are no significant financial impacts to citizens based on suggested changes; sprinklers used for Li-Ion batteries; and changes for single-exit buildings.

Greg Holt, Assistant Chief Building Official, presented and reviewed the following: Texas Department of Licensing and Regulation; 2026 NEC (National Electric Code) changes related to layout of the Code; new technology and more complicated systems; lithium-ion batteries in homes; safety and clarity changes; commercial electrical changes; reason for the changes; and a summary.

Council had no additional questions or comments.

Mayor Schroeder recessed into Executive Session at 4:25 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 08.11.2026**

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
- Georgetown Salamander

Sec. 551.074: Personnel Matters

- Municipal Court Judge

Sec. 551.087: Deliberation Regarding Economic Development Negotiations

- Wolf Lakes

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

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

3.A **Call to Order 08.11.2026**

Pledge of Allegiance
Recognitions
Actions out of Executive Session

4. Public Wishing to Address Council

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

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

4.A **Public Wishing to Address 08.11.2026**
- 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.

Item 5.H was pulled.

Moved by Kevin Pitts; seconded by Ron Garland to approve as presented except for Item 5.H.
Motion Approved: 7 - 0
Voting For: Amanda Parr, Kevin Pitts, Ben Butler, Ben Stewart, Jake French, Ron Garland, and Doug Noble
Voting Against: None

5.A **Council Minutes 07.28.2026**
Consideration and possible action to approve the meeting minutes of the City Council meeting held on July 28, 2026 -- Robyn Densmore, City Secretary

5.B **Noble as GTEC Chair**
Consideration and possible action to appoint Doug Noble as the Chair of the Georgetown Transportation Enhancement Corporation (GTEC) -- Mayor Josh Schroeder

5.C **Resolution - ETJ Disannexation - C5 Revocable Living Trust**
Consideration and possible action to approve a Resolution to confirm the disannexation of approximately 123.83 acres of land from the City of Georgetown's Extraterritorial Jurisdiction (ETJ), identified as Williamson County Appraisal District Parcels R485197 and R039194 and owned by the Angela Wren Hawes Cummings and Michael Ray Cummings, Trustees of the C5 Revocable Living Trust -- Michael Charles, Real Estate Services Coordinator

5.D **Resolution - Pole Attachment Policy Updates**
Consideration and possible action to approve a Resolution establishing the Electric Utility Pole Attachment Policy -- Alex Spinn, Electric Design Supervisor

5.E **Resolution - Electric Service Agreement with CitiGroup**
Consideration and possible action to approve a Resolution authorizing the City Manager to approve the Electric Service Agreement between CitiGroup and the City of Georgetown -- Victoria Sirimarco, Customer Energy Solutions Program Manager

5.F **Annual Sales Tax Use Certification**
Consideration and possible action to approve the annual sales tax use certification requirement for the Texas Property Tax Code -- Randi Cormack, Budget Manager

5.G **Rejection of Bids ITB 2026-57**
Consideration and possible action to reject all bids received for ITB # 2026-57 for Electric Overhead & Underground Construction and Maintenance Services -- Veronica Ferriz, Senior Buyer

5.H **TxDOT Grant - Purchase of 29+ Acres at 350 Serenada Drive**
Consideration and possible action to approve a Resolution documenting the City's support and acceptance of a grant from the Texas Department of Transportation for the purchase of 29.156 acres located at 350 Serenada Drive -- Matthew Sommerfeld, Airport Manager, and Eric Johnson, Public Works Director

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

5.I **Texas Commission on the Arts for a Performance Support Grant Application**
Consideration and possible action to approve a grant application to the Texas Commission on the Arts for a Performance Support Grant to provide partial funding for the performance of the Central Texas Philharmonic at the Autumn Art Stroll and designate authority to Amanda Still to submit the grant application -- Kim Mcauliffe, Director of Downtown and Tourism Director and Amanda Still, Arts and Culture Program Manager

5.J **DecorIQ Contract**
Consideration and possible action to approve a contract with DecorIQ for the leasing, installation, and maintenance of the 2026 holiday lights, the installation and maintenance of the building cornice lights, and the installation, and

removal of the holiday wreaths, tree, freestanding ornaments, free standing giftbox, and red gate walk-through through the Buyboard Contract #735-24 in the amount not to exceed $185,140.15 -- Kim McAuliffe, Downtown & Tourism Director

5.K **Purchase of UltraFLOC 322MV from USALCO**
Consideration and possible action to approve a one-year contract with USALCO of LaPorte, TX for UltraFLOC 322MV in an amount not-to-exceed $323,718.00 -- Chelsea Solomon, PE, Water Utility Director

5.L **Contract for Construction of Station No 1 Renovation and Addition**
Consideration and possible action to approve Crossland General Construction for construction services associated with the Renovation and Addition of Fire Station No. 1 in the amount of $6,642,000.00 -- Jennifer Bettiol, CIP Manager, Public Works

Greg Sharp, with time from Valerie McMillen, addressed the Council regarding contractors hired by the City operating in neighborhoods at inopportune hours. The Council heard his comments before the vote on the Consent Agenda.

5.M **Contract for Construction of Electric Covered Equipment and Laydown Space**
Consideration and possible action to approve the Contract for Construction of the Georgetown Municipal Complex Electric Equipment and Laydown Space with Trimbuilt Construction in the amount of $ 424,982.00 -- Jennifer Bettiol, CIP Manager Public Works

5.N **Ratification for Berry Creek Dr. and Briarcrest Dr. Roadway Emergency Repairs**
Consideration and possible action to ratify the expenditure of $188,850.00 with Joe Bland Construction for Berry Creek Emergency Repairs -- Wesley Wright, P.E., Systems Engineering Director, and David Herzog, CIP Manager

5.O **Construction Contract with G2 Company for 1000 CR 409 Taylor Site Demo**
Consideration and possible action to award a construction contract for the 1000 CR 409 Taylor, TX Site Structure Demolition and Site Clean Up Project to G2 Company out of Austin, TX in the amount of $130,775.00 -- Wesley Wright, PE, Systems Engineering Director and David Herzog, CIP Manager

5.P **Task Order with LJA Engineering Inc. for Real Estate Services - Ridge Line Blvd. Extension Phase 1 Project**
Consideration and possible action to approve Task Order LJA-26-001 with LJA Engineering, Inc., in the amount Not-To -Exceed $107,800.00 for Real Estate Services related to acquisition and relocation services (maximum of eight (8) properties to acquire fee simple right of way; two (2) potential business relocations and one (1) single family residential relocation) as part of the Ridge Line Blvd. Extension Phase 1 Project -- Juan Rodriguez, SR/WA, Real Estate Program Manager

5.Q **Task Order KHA-26-002 Kimley-Horn Associates, Inc. to Design FM 1460 and Quail Valley Dr Intersection Improvements**
Consideration and possible action to approve Task Order KHA-26-002 with Kimley-Horn Associates, Inc, for professional services related to the FM1460 and Quail Valley Dr. and High Tech improvements in the amount of $ 310,397.00 -- Wesley Wright, P.E., Systems Engineering Director, and David Herzog, CIP Manager

5.R **Change Order No. 5 with STR Constructors for Garey Park Phase II Construction Improvements**
Consideration and possible action to approve Change Order No. 5 to STR Constructors LLC for Garey Park Phase 2 construction improvements in the total amount of $309,480.71 including ratification of $ $61,940.68 -- Eric Nuner, Acting Parks and Recreation Director

5.S **Second Reading - Renaming of Capella Parkway to Clear Skies**
Second Reading of an Ordinance to approve the renaming of Capella Parkway to Clear Skies Way from Lakeway Boulevard to the terminus of the street -- Lua Saluone, P.E., Transportation Manager

5.T **Second Reading - 2026-2-SUP - 750 S. IH 35**
Second Reading of an Ordinance on a request for a Special Use Permit (SUP) for the specific use of Permanent Mobile Food Vendor in the Local Commercial (C-1) and General Commercial (C-3) Zoning District on the property located at 750 South Interstate Highway 35, Georgetown, TX 78628, bearing the legal description of Lot 5B, Block B, of the Rivery Phase 1, Lot 5, Block B, Replat (2026-2-SUP) -- Preston Gunn, Planner

5.U **Second Reading - UDC Adoption**
Second Reading of an Ordinance for a proposed adoption of a new Unified Development Code to replace existing Development Code and repealing of conflicting ordinances -- Edgar I. Garcia, AICP, Director of Planning

6. Legislative Regular Agenda

6.A **First Reading - 2026 Annual Service Plan Update to the Service and Assessment Plan with updated Assessment Roll for Parks at Westhaven PID**
First Reading of an Ordinance approving the 2026 Annual Service Plan Update to the Service and Assessment Plan, including an updated Assessment Roll for Parks at Westhaven Public Improvement District in accordance with Chapter 372 of the Texas Local Government Code -- Nick Woolery, Assistant City Manager, and Andrea Barnes, P3Works, LLC, City of Georgetown's PID Administrator

Kyle Shafman with P3 presented and reviewed the Parks at Westhaven development, 2026 Annual Service Plan update, lot and home sales, Service Plan, and the Assessment Roll.

Shafman read the Ordinance caption.

General discussion among Council and Shafman regarding clarification on additional interest totals listed and their purpose, and PID administration fees.

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

6.B **First Reading - 2026 Annual Service Plan Update to the Service and Assessment Plan with Updated Assessment Roll for the Preserve at Water Oak PID**

First Reading of an Ordinance approving the 2026 Annual Service Plan Update to the Service and Assessment Plan, including an updated Assessment Roll for the Preserve at Water Oak Public Improvement District in accordance with Chapter 372 of the Texas Local Government Code -- Nick Woolery, Assistant City Manager, and Andrea Barnes, P3Works, LLC, City of Georgetown's PID Administrator

Kyle Shafman with P3 Works presented and reviewed the Preserve at Water Oak Development, 2026 Annual Service Plan Update, Service Plan, and the Assessment Roll.

Shafman read the Ordinance caption.

General discussion among Council and Shafman regarding the interest required for the reimbursement agreement.

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

6.C **Public Hearing and First Reading - Reinvestment Zone No. 2026-002**

Public Hearing and First Reading of an Ordinance designating Reinvestment Zone No. 2026-002 -- Cameron Goodman, Economic Development Director

Crystal Connelly, Assistant Economic Development Director, presented and reviewed the location of the proposed zone.

Connelly read the ordinance caption.

Mayor Schroeder opened and closed the public hearing at 6:23 p.m. as there were no speakers.

The Council had no comments or questions on the item.

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

6.D **First Reading - Electric Rate Ordinance Updates**
First reading of an Ordinance amending the Electric Rate Ordinance (Chapter 13.04) -- Daniel Bethapudi, Electric Utility General Manager

Bethapudi introduced the item and turned it over to Michael Simpson, who then presented and reviewed the ten proposed ordinance changes: Sec. 13.04.046: VLC & I changes; Sec. 13.04.045: LC&I rate changes; Sec. 13.04.060: Power Pedestal changes; Sec. 13.04.030: Municipal Water and Wastewater Pumping Rate changes; and staff recommendations.

Simpson read the Ordinance caption.

General discussion among Council and staff regarding the month-to-month rate changes and who pays for the power pedestals.

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

6.E **First Reading - Call for Election of Street Maintenance Sales Tax renewal**
First Reading of an Ordinance ordering a Special Election to be held on November 3, 2026 for the purpose of seeking voter response to the proposition of "The Reauthorization of the Local Sales and Use Tax in the City of Georgetown, Texas, at the Rate of One-Fourth of One Percent to Continue Providing Revenue for Maintenance and Repair of Municipal Streets", providing for the City to contract with the Williamson County Elections Administrator to conduct said Election, making other provisions relating to the Election and providing an effective date – Robyn Densmore, City Secretary and Wesley Wright, Systems Engineering Director -- Robyn Densmore, City Secretary, and Wesley Wright, Director of Systems Engineering

Densmore presented and reviewed the item's purpose; previous voter approval rates; and current status of road improvements.

Densmore read the Ordinance caption.

The Council had no comments or questions on the item.

Moved by Jake French; seconded by Ron Garland to approve as presented.

Motion Approved: 7- 0
Voting For: Amanda Parr, Kevin Pitts, Ben Butler, Ben Stewart, Jake French, Ron Garland, and Doug Noble
Voting Against: None

6.F **Set the Maximum Property Tax Rate for FY2027**
Consideration and possible action to set the maximum tax rate and adopt the proposed 2026 (FY2027) property tax rate on a future agenda -- Randi Cormack, Budget Manager

Cormack presented the item and noted that it is required by State law.

Moved by Kevin Pitts; seconded by Jake French to approve to set the maximum property tax rate of 36.3167 cents per $100 valuation, equaling 11.2630 cents for Maintenance and Operation and 25.0537 cents for Debt Service, and adopt the tax rate as an action item at the August 25, 2026, and September 8, 2026, Council meetings to be held at 6 p.m. at City Council Chambers, at 9th and Martin Luther King Jr Street, Georgetown, TX.
Motion Approved: 7- 0
Voting For: Amanda Parr, Kevin Pitts, Ben Butler, Ben Stewart, Jake French, Ron Garland, and Doug Noble
Voting Against: None

6.G **Set Public Hearing Date for Property Tax Rate**
Consideration and possible action to set the date for the public hearing on the proposed 2026 (FY2027) property tax rate -- Randi Cormack, Budget Manager

Cormack presented the item and noted that it is required by State law.

Moved by Kevin Pitts; seconded by Jake French to approve setting the date for the public hearing on the property tax rate, as required by law, to be held on Tuesday, August 25, 2026, at 6:00 p.m., at City Council Chambers located at 9th and Martin Luther King Jr Street, Georgetown, TX.
Motion Approved: 7- 0
Voting For: Amanda Parr, Kevin Pitts, Ben Butler, Ben Stewart, Jake French, Ron Garland, and Doug Noble
Voting Against: None

Adjournment

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

These minutes were approved at the meeting of _____.

_____ _____
Mayor Attest

Minutes of the City Council
City of Georgetown, Texas
Monday, August 17, 2026

The Georgetown City Council met on Monday, August 17, 2026, at 3:30 PM at the Council and Court Building, 510 W. 9th Street.

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

Agenda Notice

This is a Special Called Meeting of the City Council ordering a Special Election to be held on November 3, 2026.

1. Regular Session

Mayor Schroeder called the meeting to order at 3:30 p.m.

1.a **Second Reading - Call for Election of Street Maintenance Sales Tax renewal**
Second Reading of an Ordinance ordering a Special Election to be held on November 3, 2026 for the purpose of seeking voter response to the proposition of "The Reauthorization of the Local Sales and Use Tax in the City of Georgetown, Texas, at the Rate of One-Fourth of One Percent to Continue Providing Revenue for Maintenance and Repair of Municipal Streets", providing for the City to contract with the Williamson County Elections Administrator to conduct said Election, making other provisions relating to the Election and providing an effective date – Robyn Densmore, City Secretary and Wesley Wright, Systems Engineering Director

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

Moved by Kevin Pitts; seconded by Jake French to approve as presented. **Motion** Approved: 5- 0
Voting For: Amanda Parr, Kevin Pitts, Ben Stewart, Jake French, and Doug Noble
Voting Against: None

Adjournment

Mayor Schroeder adjourned the meeting at 3:31 p.m.

These minutes were approved at the meeting on _____.

_____ Mayor

_____ Attest

City of Georgetown, Texas
City Council
August 25, 2026

SUBJECT:
Resolution - ETJ Disannexation - GTX Land Holdings, LLC - 180.464 Acres

SUGGESTED ACTION:
Consideration and possible action to approve a Resolution to confirm the disannexation of approximately 180.464 acres of land from the City of Georgetown's Extraterritorial Jurisdiction (ETJ), identified as Williamson County Appraisal District Parcels R039708 and R620039 and owned by GTX Land Holdings, 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_GTX Land Holdings_FM972_180 AC-FINAL.pdf
Map - GTX LAND HOLDINGS LLC.pdf

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS ("GEORGETOWN") RELEASING APPROXIMATELY 180.464 ACRES OF LAND FROM THE CITY OF GEORGETOWN'S EXTRATERRITORIAL JURISDICTION ("ETJ"), SAID LAND IDENTIFIED BY THE WILLIAMSON COUNTY APPRAISAL DISTRICT AS PARCELS R039708 AND R620039, RESULTING IN A REDUCTION OF GEORGETOWN'S ETJ; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on June 25, 2026, the City of Georgetown, Texas, received a petition requesting release from its ETJ of an approximately 180.464 acre tract of land in the Maria Jesusa 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

June 24, 2026

Via FedEx Delivery
City Secretary's Office at City Hall
808 Martin Luther King Jr. Street
Georgetown, Texas 78626

RE: GTX Phase 3 Industrial Site – Petition for Release from Extraterritorial Jurisdiction (ETJ) - 900 FM 972 Georgetown, TX 78626 - Parcel ID: R039708 & R620039

Dear Office of the City's Secretary,

Please accept this as the owner's petition to release the property located at 900 FM 972 from the City of Georgetown's Extraterritorial Jurisdiction (ETJ). This request is made in accordance with SB 2038, Subchapter D (release of area by petition of landowner or residents from extraterritorial jurisdiction) and the guidelines and procedures outlined on the City of Georgetown's website.

Property Information:

- Owner Information
  - Name: GTX Land Holdings, LLC (Jeremy Rydberg)
  - Date of Birth of Signer: [redacted]
  - Residential Address: [redacted]
  - Email: [redacted]
  - Phone Number: [redacted]
  - Mailing Address: 1901 N. Akard Street, Dallas, TX 75201
- Property Address: 900 FM 972, Georgetown, TX 78626
- Parcel Numbers: R039708 & R620039
- Legal Descriptions:
  - A 180.464 tract of land situated in the Maria Jesusa Garcia Survey, Abstract No. 246, being the remainder portion of Tract 1 called to contain 89.804-acres and all of Tract 2 called to contain 139.485 acres as described in a Special Warranty Deed to GTX Land Holdings, LLC in Document No. 2021172476, of the Official Public Records of Williamson County, Texas. A metes and bounds description and location map are also attached.

Supporting Information:

Enclosed with this petition, please find the following documents to support this request:

Attachment 1.	Proof of Ownership (Deed)
Attachment 2.	Corporate Resolution
Attachment 3.	Location Map
Attachment 4.	Boundary Survey
Attachment 5.	Property Legal Description Metes and Bounds

Please acknowledge the filing of this petition, place it in line for processing, and notify us of the determination.

Sincerely,

GTX Land Holdings, LLC,
a Delaware limited liability company

By: _____
Name: Jeremy Rydberg
Title: Manager
Date: June 24th, 2026

Please send the notice of determination to the following:

GTX Land Holdings, LLC
Attn: David Karr
1901 North Akard Street
Dallas, Texas 75201
Email: david@gppc.co

Jackson Walker LLP
Attn: Chris Bradford
100 Congress Avenue, Suite 1100
Austin, Texas 78701
Email: cbradford@jw.com

ATTACHMENT 1

ELECTRONICALLY RECORDED 2021172476
Williamson County, Texas Total Pages: 8

SPECIAL WARRANTY DEED

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

THAT, **LIESE FAMILY, LLC**, a Texas limited liability company (hereinafter referred to as "Grantor"), for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which consideration are hereby acknowledged, has GRANTED, SOLD AND CONVEYED and by these presents does GRANT, SELL AND CONVEY unto **GTX LAND HOLDINGS, LLC**, a Delaware limited liability company (hereinafter referred to as "Grantee"), having its principal office and mailing address at 1901 North Akard Street, Dallas, TX 75201, that certain real property located in Georgetown, Williamson County, Texas, being more particularly described by legal description on **Exhibit "A"** attached hereto and fully made a part hereof by reference for all purposes (the "Land"), together with all rights and appurtenances thereto in anywise belonging to Grantor as owner of the Land, including, but not limited to, all rights, titles and interests, if any, of Grantor in (a) any land lying in or under the bed of any highway, avenue, street, road, alley, open or proposed, in, on, across, abutting or adjacent to the Property, and (b) all rights, titles and interests of Grantor, if any, in and to any awards made, or to be made in lieu thereof, for damage by reason of change in grade of any such highway, avenue, street, road or alley, and all of Grantor's rights, titles and interests in and to all utility rights, land use entitlements, permits, licenses, bonds, easements, strips and gores and other appurtenances specifically relating to or benefiting the Land (excluding any such rights, titles or interests benefiting other land now or hereafter owned by Grantor), SAVE, LESS AND EXCEPT all of the water, oil, gas, hydrocarbons and other minerals (the "Minerals") owned by Grantor in, upon and under or which may be produced from the Land, which are hereby retained by Grantor (all of said property and interest, less only the Minerals, being collectively referred to herein as the "Property"), subject, however, to all exceptions to title set forth on **Exhibit "B"** attached hereto and fully made a part hereof by reference for all purposes (collectively, the "Permitted Exceptions"). Notwithstanding anything in this Special Warranty Deed to the contrary, the above-referenced Permitted Exceptions shall only affect Grantee's interest in the Property to the extent that such Permitted Exceptions are valid and effective as of the date of this Special Warranty Deed and the mere reference to such Permitted Exceptions in this Special Warranty Deed shall not be deemed to reimpose or reinstate such Permitted Exceptions if such Permitted Exceptions have terminated or are otherwise not valid and effective as of the date of this Special Warranty Deed. To Grantor's knowledge, Grantor owns all of the Minerals situated in, upon or under the Property. Grantor agrees that Grantor, its successors, transferees, assigns and/or lessees, agents, contractors and licensees shall not have the right to enter upon the surface estate of the Property for exploration or retrieving oil, gas or any other minerals or for any other purpose. Further, Grantor shall not be permitted to place any equipment on the Property in connection with Grantor's exercise of the Mineral rights reserved from the Property. Such restrictions against use of the surface estate shall not restrict or prohibit the pooling or unitization of the mineral estate owned by Grantor with land other than the Property; or the exploration or production of the oil, gas and minerals by means of wells that are drilled or mines that open on land other than the Property, but enter or bottom under the Property, provided, however, that any operation shall in no manner interfere with the surface or

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subsurface support of the Property or any improvements constructed on the Property. As used herein, the term "oil, gas and all other minerals" shall be construed in the broadest sense to include all oil, gas and associated liquid or gaseous hydrocarbons, all sulfur, coal, uranium, lignite, and all other minerals, whether similar or dissimilar to those named above, regardless of how such mineral may be produced, subject however to the restriction on use of the surface estate of the Property. The same term, "oil, gas and all other minerals" shall also include all royalty, overriding royalty, and leasehold interest, leased or unleased mineral interest, and all other interest of any kind in minerals, all interest in pooled or communized units in which all or any part of the Property is included.

TO HAVE AND TO HOLD the above described Property, subject only to the Permitted Exceptions, unto the said Grantee, its legal representatives, successors and assigns FOREVER, and Grantor does hereby bind itself and its legal representatives, successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Property unto the said Grantee, its successors, legal representatives and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise.

Ad valorem taxes applicable to the Property have been paid up to, and including the year 2021, and ad valorem taxes applicable to the Property have been prorated by Grantor and Grantee as of the date of this Special Warranty Deed.

EXCEPT AS SET FORTH IN THAT CERTAIN REAL ESTATE PURCHASE AGREEMENT, DATED MAY 7, 2021 (THE "AGREEMENT"), MADE AND ENTERED INTO BY AND BETWEEN GRANTOR AND GRANTEE, IT IS UNDERSTOOD AND AGREED THAT GRANTOR IS NOT MAKING AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR REPRESENTATIONS AS TO MATTERS OF TITLE (OTHER THAN GRANTOR'S WARRANTY OF TITLE SET FORTH IN THIS SPECIAL WARRANTY DEED), ZONING, TAX CONSEQUENCE, AVAILABILITY OF ACCESS, INGRESS OR EGRESS, OPERATING HISTORY OR PROJECTIONS, VALUATIONS, GOVERNMENTAL APPROVALS OR REGULATIONS, MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS INCORPORATED INTO OR THE STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY, PHYSICAL OR ENVIRONMENTAL CONDITIONS, THE VALUE, CONDITION, MERCHANTABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE PROPERTY. EXCEPT AS SET FORTH IN THE AGREEMENT, GRANTEE HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY REPRESENTATION OR WARRANTY OF GRANTOR OR ANY AGENT OF GRANTOR. GRANTEE REPRESENTS THAT IT IS A KNOWLEDGEABLE PURCHASER OF REAL ESTATE AND THAT IT HAS RELIED SOLELY ON ITS OWN EXPERTISE AND THAT OF GRANTEE'S CONSULTANTS IN PURCHASING THE PROPERTY. GRANTEE HAS CONDUCTED SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY AS GRANTEE DEEMED NECESSARY, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND HAS RELIED

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UPON SAME. EXCEPT AS SET FORTH IN THE AGREEMENT, GRANTEE HEREBY ASSUMES THE RISK THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY GRANTEE'S INSPECTIONS AND INVESTIGATIONS. GRANTEE HEREBY ACKNOWLEDGES AND AGREES THAT GRANTOR HEREBY SELLS AND CONVEYS TO GRANTEE AND GRANTEE HEREBY ACCEPTS THE PROPERTY "AS IS, WHERE IS," WITH ALL FAULTS. GRANTOR FURTHER ACKNOWLEDGES AND AGREES THAT THERE ARE NO ORAL AGREEMENTS, WARRANTIES OR REPRESENTATIONS, COLLATERAL TO OR AFFECTING THE PROPERTY BY GRANTOR, ANY AGENT OF GRANTOR OR ANY THIRD PARTY. GRANTOR IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY ORAL OR WRITTEN STATEMENTS, REPRESENTATIONS, OR INFORMATION PERTAINING TO THE PROPERTY FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON, UNLESS THE SAME ARE SPECIFICALLY SET FORTH OR REFERRED TO IN THE AGREEMENT.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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EXECUTED and EFFECTIVE as of the 9 day of November, 2021.

GRANTOR:

LIESE FAMILY, LLC,
a Texas limited liability company

By: Jon Kurt Liese
Name: JON KURT LIESE
Title: AUTHORIZED MEMBER

STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared [redacted], [redacted] of LIESE FAMILY, LLC, a Texas limited liability company, personally known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the free act and deed of such corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 4 day of November, 2021.

GREG GARZA
Notary Public
STATE OF TEXAS
ID#[redacted]223
Comm. Exp. Oct. 17, 2024

Notary Public, State of Texas

My Commission Expires:
10/17/24

GREG GARZA
(Typed/Printed Name of Notary)

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Exhibit "A" to Special Warranty Deed

Legal Description of the Land

TRACT 1:

BEING a 3,911,844 square foot (89.804 acre) tract of land situated in the M.J. Garcia League, Abstract No. 246, same being that certain tract of land conveyed to Liese Family, LLC, by Deed recorded Instrument Number 2017117223, Official Public Records, Williamson County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod found in the southerly line of Farm to Market Road 972 (80' R.O.W.), same being the northeast corner of that certain tract of land conveyed to MOTHERSHIP PROPCO GSE TX, LLC, by Deed recorded in Instrument Number 2018022319, Official Public Records, Williamson County, Texas;

THENCE North 68 degrees 20 minutes 21 seconds East, along said southerly line, for a distance of 1,293.50 feet, to a 5/8" iron rod found for the northwest corner of that certain Second Tract out of aforementioned Liese Family, LLC tract;

THENCE South 21 degrees 48 minutes 54 seconds East, departing said southerly line, passing at a distance of 2,526.47 feet, from which a fence post found for the southwest corner of said Second Tract, continuing for a total distance of 3,005.18 feet, to a 1/2" iron rod with Red plastic cap stamped, "FOREST 1847" found in the westerly line of that certain tract of land conveyed to LUCY MONTGOMERY LINDSEY, by Deed recorded in Volume 2214, Page 733, Deed Records, Williamson County, Texas, same being the northwest corner of that certain tract of land conveyed to MARIO SUAREZ, by Deed recorded in Instrument Number 2018075301, Official Public Records, Williamson County, Texas;

THENCE South 68 degrees 13 minutes 33 seconds West, for a distance of 1,308.79 feet, to a 5/8" iron rod with Purple plastic cap stamped, "RPLS 6451" set for the northerly corner of that certain tract of land conveyed to SAN GABRIEL INVESTMENTS, LTD, by Deed recorded in Instrument Number 2004016590, Official Public Records, Williamson County, Texas;

THENCE North 21 degrees 31 minutes 25 seconds West, for a distance of 3,007.77 feet, to the POINT OF BEGINNING and containing 3,911,844 Square Feet or 89.804 acres of land, more or less.

TRACT 2:

BEING a 6,075,953 square foot (139.485 acre) tract of land situated in the M.J. Garcia League, Abstract No. 246, same being that certain tract of land conveyed to Liese Family, LLC, by Deed recorded Instrument Number 2017117223, Official Public Records, Williamson County, Texas, and being more particularly described by metes and bounds as follows:

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BEGINNING at a 5/8" iron rod found in the southerly line of Farm to Market Road 972 (80' R.O.W.), same being the northeast corner of that certain First Tract out of said Liese Family, LLC tract;

THENCE North 68 degrees 20 minutes 21 seconds East, along said southerly line, for a distance of 2,476.00 feet, to a fence post found at the intersection of said southerly line and the westerly line of County Road 141;

THENCE South 21 degrees 39 minutes 32 seconds East, departing said southerly line, along said westerly line, for a distance of 2,511.79 feet, to a 1" iron pipe found in said westerly line, same being the northeast corner of that certain tract of land conveyed to Roger Ahrens and Elaine Ahrens, husband and wife, by Deed recorded in Volume 1695, Page 283, Deed Records, Williamson County, Texas;

THENCE South 68 degrees 28 minutes 39 seconds West, departing said westerly line, for a distance of 1,225.86 feet, to a fence post found for the northwest corner of said Roger Ahrens and Elaine Ahrens, husband and wife tract, same being in the easterly line of that certain tract of land conveyed to LUCY MONTGOMERY LINDSEY, by Deed recorded in Volume 2214, Page 733, Deed Records, Williamson County, Texas;

THENCE North 21 degrees 11 minutes 03 seconds West, for a distance of 105.14 feet, to a 5/8" iron rod with Purple plastic cap stamped, "RPLS 6451" set;

THENCE South 68 degrees 13 minutes 08 seconds West, passing at a distance of 6.72 feet, from which a fence post found, continuing for a total distance of 1,244.46 feet, to a fence post found for the northwest corner of aforementioned LUCY MONTGOMERY LINDSEY tract, same being in the easterly line of aforementioned First Tract;

THENCE North 21 degrees 48 minutes 54 seconds West, for a distance of 2,406.31 feet, to the POINT OF BEGINNING and containing 6,075,953 square feet or 139.485 acres of land, more or less.

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Exhibit "B" to Special Warranty Deed

Permitted Exceptions

1. Taxes and assessments for the year 2022 and subsequent years, not yet due or payable.

2. Rights of Jonah Water Special Utility District in easements as granted in Public Utility and Access Easement Agreement recorded under Clerk's File No. 2017003780, and Clerk's File No. 2021003615, Official Public Records, Williamson County, Texas.

3. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, by and between Ralph F. Liese and Mary Louise Liese, as Lessor, and Robert B. Powell, as Lessee, dated January 18, 1967, filed March 3, 1967, recorded in Volume 495, Page 391, Deed Records, Williamson County, Texas.

4. Matters shown on that certain survey prepared by Dustin D. Davison, Registered Professional Land Surveyor No. 6451, dated July 26, 2021.

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ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS

2021172476

Pages: 8 Fee: $50.00
11/10/2021 12:35 PM
MBARRICK

Nancy E. Rister, County Clerk
Williamson County, Texas

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ATTACHMENT 2

CORPORATE RESOLUTION FOR SIGNING AUTHORITY OF GTX LAND HOLDINGS, LLC

June 1, 2026

The undersigned, being the Manager (the "**Manager**") of GTX Land Holdings, LLC, a Delaware limited liability company (the "**Company**"), consents, authorizes, ratifies, adopts and approves the following:

RESOLUTIONS

1. NOW THEREFORE, BE IT RESOLVED, that Jeremy Rydberg and David Karr are hereby, without the necessity of the joinder of the other and without the necessity of the joinder of any other individual or entity, authorized, empowered, and directed to take all such actions and to execute and deliver, in the name and on behalf of the Company or the Manager, any and all such documents and instruments, as each may deem necessary, desirable, advisable or appropriate to effectuate or carry out the purposes of the Company or Manager; and that the taking of each such action, and the execution and delivery of each such document or instrument, shall be conclusive evidence of its necessity or advisability. This includes the authorization to submit a petition to release real property from the extraterritorial jurisdiction of the City of Georgetown, Texas.

2. RESOLVED, that any and all action taken by Jeremy Rydberg and/or David Karr prior to the date of the foregoing resolutions is hereby ratified, approved, confirmed, and adopted in all respects.

IN WITNESS WHEREOF, the undersigned has executed this Consent to be effective as of the date first above written.

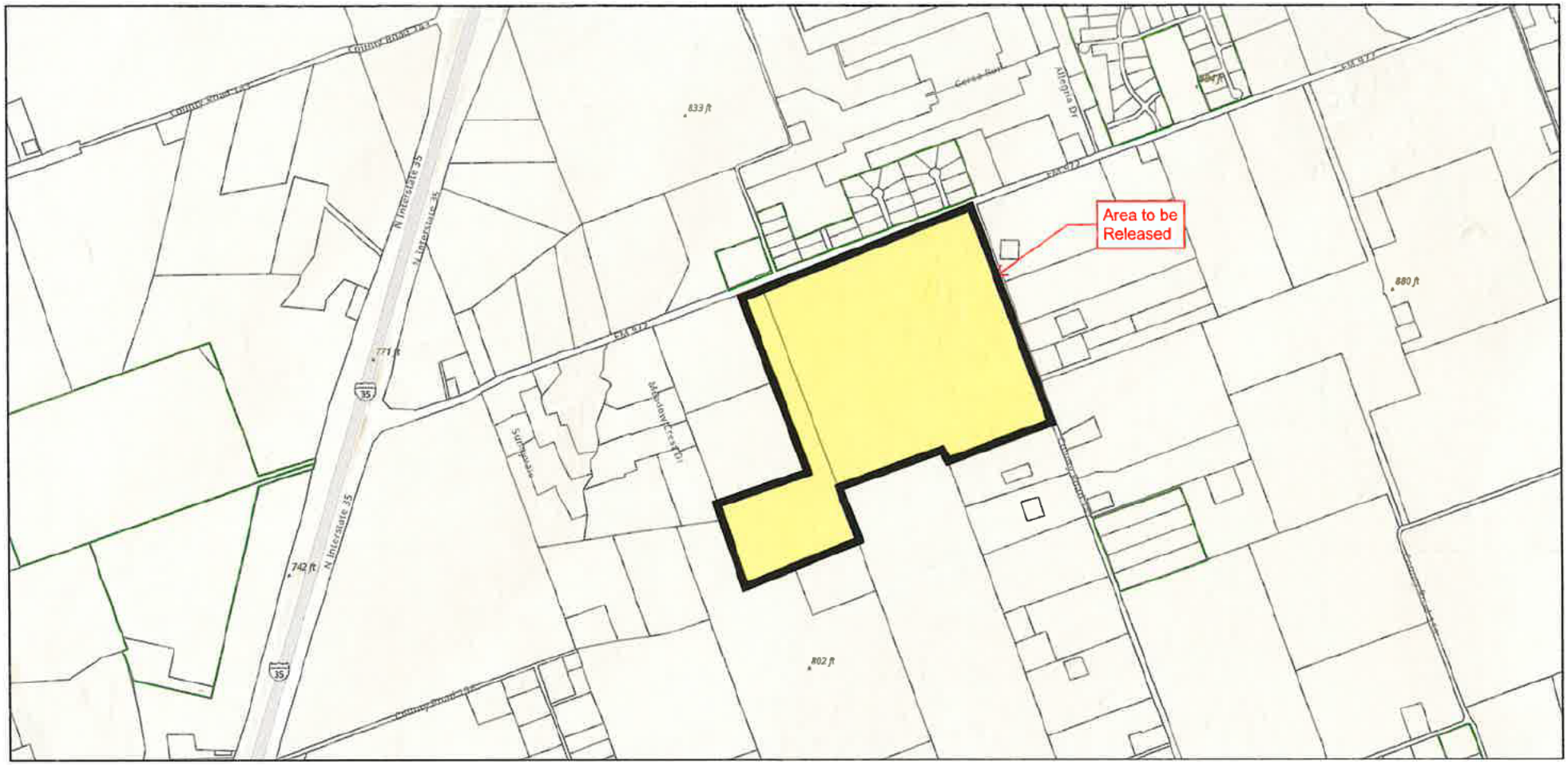
MANAGER:

GPPC GTX MANAGER, LLC,
a Texas limited liability company

By: _____
Name: Jeremy Rydberg
Its: Manager

ATTACHMENT 3

Williamson Central Appraisal District Map



5/26/2026, 10:12:52 AM

Parcels

Subdivision Boundaries

County Boundary

1:15,000

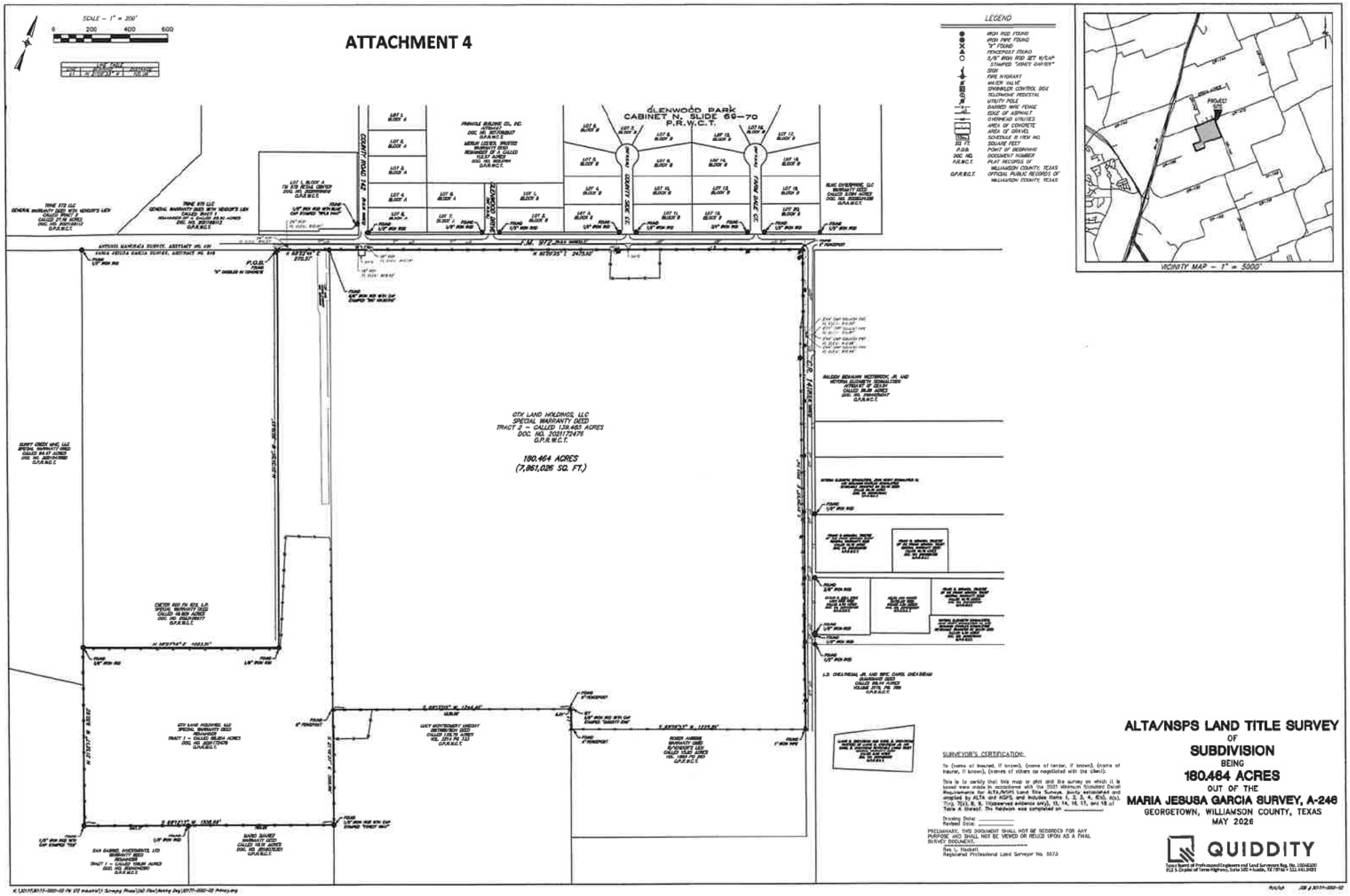
0 0.15 0.3 0.6 mi

0 0.23 0.45 0.9 km

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community, Esri, NASA, NGA, USGS, FEMA

Williamson Central Appraisal District

Esri, NASA, NGA, USGS, FEMA | Esri Community Maps Contributors, County of Williamson, Texas Parks & Wildlife, © OpenStreetMap, Microsoft, CONANP, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS | City of Round Rock GIS/IT


ATTACHMENT 4
SCALE – 1" = 200'
0
200
400
600
LEGEND
IRON ROD FOUND
IRON PIPE FOUND
"X" FOUND
FENCEPOST FOUND
5/8" IRON ROD SET W/CAP STAMPED "QUIDDITY SURVEY"
SIGN
FIRE HYDRANT
WATER VALVE
SPRINKLER CONTROL BOX
TELEPHONE PEDESTAL
UTILITY POLE
BARBED WIRE FENCE
EDGE OF ASPHALT
OVERHEAD UTILITIES
AREA OF CONCRETE
AREA OF GRAVEL
SCHEDULE B ITEM NO.
SQUARE FEET
POINT OF BEGINNING
DOCUMENT NUMBER
PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
GLENWOOD PARK
CABINET N, SLIDE 69–70
P.R.W.C.T.
COUNTY ROAD 142
COUNTY SIDE CT.
FARM GATE CV.
GTX LAND HOLDINGS, LLC
SPECIAL WARRANTY DEED
TRACT 2 – CALLED 139.465 ACRES
DOC. NO. 2021172476
O.P.R.W.C.T.
180.464 ACRES
(7,861,026 SQ. FT.)
VICINITY MAP – 1" = 5000'
PROJECT
ALTA/NSPS LAND TITLE SURVEY
OF
SUBDIVISION
BEING
180.464 ACRES
OUT OF THE
MARIA JESUSA GARCIA SURVEY, A-246
GEORGETOWN, WILLIAMSON COUNTY, TEXAS
MAY 2026
SURVEYOR'S CERTIFICATION:
PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.
Ray L. Haskell
Registered Professional Land Surveyor No. 5573
QUIDDITY

QUIDDITY

912 S. Capital of Texas Hwy, Suite 300
Austin, Texas 78746
Tel: 512.441.9493
www.quiddity.com

LEGAL DESCRIPTION

BEING a 180.464 tract of land situated in the Maria Jesusa Garcia Survey, Abstract No. 246, being the remainder portion of Tract 1 called to contain 89.804-acres and all of Tract 2 called to contain 139.485 acres as described in a Special Warranty Deed to GTX Land Holdings, LLC in Document No. 2021172476, of the Official Public Records of Williamson County, Texas, said 180.464-acre tract of land being more particularly described by metes and bounds as follows, with bearings based on the Texas Coordinate System of 1983, Central Zone:

BEGINNING: at a chiseled "X" in concrete found on the southeastern line of F.M. 972 (R.O.W. Varies), for the northeastern corner of that certain tract of land called to contain 48.809 acres as described in a Special Warranty Deed to Exeter 600 FM 972, LP in Document No. 2023106977 of the Official Public Records of Williamson County, Texas, for the northwestern corner of this herein described tract, from which a 1/2-inch iron rod found for the northwestern corner of the said 48.809-acre tract, the original northwestern corner of said Tract 1 – 89.804 acres bears South 68°20'06" West a distance of 1023.12 feet;

THENCE: North 68°22'44" East a distance of 270.57 feet continuing along the southeastern line of said F.M. 972, the northwestern line of the remainder of said Tract 1 to a 5/8-inch iron rod with cap stamped "BGT 1020700" found for the northeastern corner of the remainder of said Tract 1, the northwestern corner of said Tract 2, for a corner of this herein described tract;

THENCE: North 68°20'25" East a distance of 2475.60 feet continuing along the southeastern line of said F.M. 972, the northwestern line of said Tract 2 to a 9-inch fence post found at the intersection of said F.M. 972 and County Road 141 (R.O.W. Varies) for the northeastern corner of said Tract 2, for the northeastern corner of this herein described tract;

THENCE: South 21°39'23" East a distance of 2511.74 feet along the southwestern line of said County Road 141, the northeastern line of said Tract 2 to a 1-inch iron pipe found for the northeastern corner of that certain tract of land called to contain 15.85 acres as described in a Warranty Deed with Vendor's Lien to Roger Ahrens in Volume 1695, Page 283 of the Official Records of Williamson County, Texas,

THENCE: South 68°28'53" West a distance of 1225.89 feet along the southeastern line of said Tract 2, the northwestern line of the said 15.85-acre tract to a 4-inch fence post found on the northeastern line of that certain tract of land called to contain 135.75-acres as described in a Distribution Deed to Lucy Montgomery Lindsay in Volume 2214, Page 733 of the Official Records of Williamson County, Texas, for the northwestern corner of the said 15.85-acre tract, a corner of said Tract 2, for a corner of this herein described tract;

THENCE: North 21°08'33" West a distance of 105.06 feet along the northeastern line of the said 135.75-acre tract

to a 5/8-inch iron rod with cap stamped "Quiddity Eng" set for the northeastern corner of the said 135.75-acre tract, a corner of said Tract 2, for a corner of this herein described tract;

THENCE: South 68°13'05" West along the northwestern line of the said 135.75-acre tract, at 6.21 feet pass a 6-inch fence post found, **a distance in all of 1244.46 feet** to a 8-inch fence post found on the northeastern line of the said Tract 1, for the northwestern corner of the said 135.75-acre tract, for a corner of this herein described tract;

THENCE: South 21°49'37" East a distance of 598.86 feet along the southwestern line of the said 135.75-acre tract, a northeastern line of the remainder of said Tract 1 to a 1/2-inch iron rod with cap stamped "Forest 1847" found for the southeastern corner of the remainder of said Tract 1, the northeastern corner of that certain tract of land called to contain 10.01-acres as described in a Warranty Deed to Mario Suarez in Document No. 2018075301 of the Official Public Records of Williamson County, Texas, for the southernmost southeastern corner of this herein described tract;

THENCE: South 68°12'13" West along the northwestern line of the said 10.01-acre tract, the southeastern line of the remainder of said Tract 1, at 760.89 feet pass a calculated point for the northwestern corner of the said 10.01-acre tract, the northeastern corner of the remainder of that certain tract of land called Tract 1 containing 108.96-acres as described in a Warranty Deed to San Gabriel Investments, Ltd. In Document No. 2004016590 of the Official Public Records of Williamson County, Texas, from calculated point a 1/2-inch iron rod found bears South 20°03'18" East a distance of 2.01 feet, continuing along the northwestern line of the said 108.96-acre tract, the southeastern line of the remainder of said Tract 1, **a distance in all of 1308.66 feet** to a 1/2-inch iron rod with cap stamped "TCS" found for a corner of the said 1080.96-acre tract, the southwestern corner of the remainder of said Tract 1, for the southwestern corner of this herein described tract;

THENCE: North 21°32'17" West a distance of 930.92 feet along the southwestern line of the remainder of said Tract 1, a northeastern line of the said 108.96-acre tract, the northeastern line of that certain tract of land called to contain 94.47 acres as described in a Special Warranty Deed to Sunny Creek MHC, LLC in Document No. 2021047960 of the Official Public Records of Williamson County, Texas to a 5/8-inch rod found for the southwestern corner of the said 48.809-acre tract in Document No. 2023106977, for a corner of this herein described tract;

THENCE: North 68°27'16" East a distance of 1023.31 feet along the southeastern line of the said 48.809-acret tract to a 5/8-inch iron rod found for the southeastern corner of the said 48.809-acre tract, for a corner of this herein described tract;

QUIDDITY

THENCE: North 21°31'21" West a distance of 2079.61 feet along the northeastern line of the said 48.809-acre tract to the **POINT OF BEGINNING** and containing an area of 180.464 acres of land.

Bearing Basis:

All bearings shown are based on Texas Coordinate System, Central Zone, NAD 83. All distances shown are Surface with an applied scale factor of 1.000141670 at the 0,0,0 origin point, Units: U.S. Survey Feet.

Rex L. Hackett
Registered Professional Land Surveyor No. 5573
rhackett@quiddity.com

05-20-2026
Date



QUIDDITY

THENCE: North 21°31'21" West a distance of 2079.61 feet along the northeastern line of the said 48.809-acre tract to the **POINT OF BEGINNING** and containing an area of 180.464 acres of land.

Bearing Basis:

All bearings shown are based on Texas Coordinate System, Central Zone, NAD 83. All distances shown are Surface with an applied scale factor of 1.000141670 at the 0,0,0 origin point, Units: U.S. Survey Feet.

Rex L. Hackett
Registered Professional Land Surveyor No. 5573
rhackett@quiddity.com

05-20-2026
Date



Exhibit B to Resolution

Legal Description and Map

QUIDDITY

912 S. Capital of Texas Hwy, Suite 300
Austin, Texas 78746
Tel: 512.441.9493
www.quiddity.com

LEGAL DESCRIPTION

BEING a 180.464 tract of land situated in the Maria Jesusa Garcia Survey, Abstract No. 246, being the remainder portion of Tract 1 called to contain 89.804-acres and all of Tract 2 called to contain 139.485 acres as described in a Special Warranty Deed to GTX Land Holdings, LLC in Document No. 2021172476, of the Official Public Records of Williamson County, Texas, said 180.464-acre tract of land being more particularly described by metes and bounds as follows, with bearings based on the Texas Coordinate System of 1983, Central Zone:

BEGINNING: at a chiseled "X" in concrete found on the southeastern line of F.M. 972 (R.O.W. Varies), for the northeastern corner of that certain tract of land called to contain 48.809 acres as described in a Special Warranty Deed to Exeter 600 FM 972, LP in Document No. 2023106977 of the Official Public Records of Williamson County, Texas, for the northwestern corner of this herein described tract, from which a 1/2-inch iron rod found for the northwestern corner of the said 48.809-acre tract, the original northwestern corner of said Tract 1 – 89.804 acres bears South 68°20'06" West a distance of 1023.12 feet;

THENCE: North 68°22'44" East a distance of 270.57 feet continuing along the southeastern line of said F.M. 972, the northwestern line of the remainder of said Tract 1 to a 5/8-inch iron rod with cap stamped "BGT 1020700" found for the northeastern corner of the remainder of said Tract 1, the northwestern corner of said Tract 2, for a corner of this herein described tract;

THENCE: North 68°20'25" East a distance of 2475.60 feet continuing along the southeastern line of said F.M. 972, the northwestern line of said Tract 2 to a 9-inch fence post found at the intersection of said F.M. 972 and County Road 141 (R.O.W. Varies) for the northeastern corner of said Tract 2, for the northeastern corner of this herein described tract;

THENCE: South 21°39'23" East a distance of 2511.74 feet along the southwestern line of said County Road 141, the northeastern line of said Tract 2 to a 1-inch iron pipe found for the northeastern corner of that certain tract of land called to contain 15.85 acres as described in a Warranty Deed with Vendor's Lien to Roger Ahrens in Volume 1695, Page 283 of the Official Records of Williamson County, Texas,

THENCE: South 68°28'53" West a distance of 1225.89 feet along the southeastern line of said Tract 2, the northwestern line of the said 15.85-acre tract to a 4-inch fence post found on the northeastern line of that certain tract of land called to contain 135.75-acres as described in a Distribution Deed to Lucy Montgomery Lindsay in Volume 2214, Page 733 of the Official Records of Williamson County, Texas, for the northwestern corner of the said 15.85-acre tract, a corner of said Tract 2, for a corner of this herein described tract;

THENCE: North 21°08'33" West a distance of 105.06 feet along the northeastern line of the said 135.75-acre tract

QUIDDITY

to a 5/8-inch iron rod with cap stamped "Quiddity Eng" set for the northeastern corner of the said 135.75-acre tract, a corner of said Tract 2, for a corner of this herein described tract;

THENCE: South 68°13'05" West along the northwestern line of the said 135.75-acre tract, at 6.21 feet pass a 6-inch fence post found, **a distance in all of 1244.46 feet** to a 8-inch fence post found on the northeastern line of the said Tract 1, for the northwestern corner of the said 135.75-acre tract, for a corner of this herein described tract;

THENCE: South 21°49'37" East a distance of 598.86 feet along the southwestern line of the said 135.75-acre tract, a northeastern line of the remainder of said Tract 1 to a 1/2-inch iron rod with cap stamped "Forest 1847" found for the southeastern corner of the remainder of said Tract 1, the northeastern corner of that certain tract of land called to contain 10.01-acres as described in a Warranty Deed to Mario Suarez in Document No. 2018075301 of the Official Public Records of Williamson County, Texas, for the southernmost southeastern corner of this herein described tract;

THENCE: South 68°12'13" West along the northwestern line of the said 10.01-acre tract, the southeastern line of the remainder of said Tract 1, at 760.89 feet pass a calculated point for the northwestern corner of the said 10.01-acre tract, the northeastern corner of the remainder of that certain tract of land called Tract 1 containing 108.96-acres as described in a Warranty Deed to San Gabriel Investments, Ltd. In Document No. 2004016590 of the Official Public Records of Williamson County, Texas, from calculated point a 1/2-inch iron rod found bears South 20°03'18" East a distance of 2.01 feet, continuing along the northwestern line of the said 108.96-acre tract, the southeastern line of the remainder of said Tract 1, **a distance in all of 1308.66 feet** to a 1/2-inch iron rod with cap stamped "TCS" found for a corner of the said 1080.96-acre tract, the southwestern corner of the remainder of said Tract 1, for the southwestern corner of this herein described tract;

THENCE: North 21°32'17" West a distance of 930.92 feet along the southwestern line of the remainder of said Tract 1, a northeastern line of the said 108.96-acre tract, the northeastern line of that certain tract of land called to contain 94.47 acres as described in a Special Warranty Deed to Sunny Creek MHC, LLC in Document No. 2021047960 of the Official Public Records of Williamson County, Texas to a 5/8-inch rod found for the southwestern corner of the said 48.809-acre tract in Document No. 2023106977, for a corner of this herein described tract;

THENCE: North 68°27'16" East a distance of 1023.31 feet along the southeastern line of the said 48.809-acret tract to a 5/8-inch iron rod found for the southeastern corner of the said 48.809-acre tract, for a corner of this herein described tract;

QUIDDITY

THENCE: North 21°31'21" West a distance of 2079.61 feet along the northeastern line of the said 48.809-acre tract to the **POINT OF BEGINNING** and containing an area of 180.464 acres of land.

Bearing Basis:

All bearings shown are based on Texas Coordinate System, Central Zone, NAD 83. All distances shown are Surface with an applied scale factor of 1.000141670 at the 0,0,0 origin point, Units: U.S. Survey Feet.

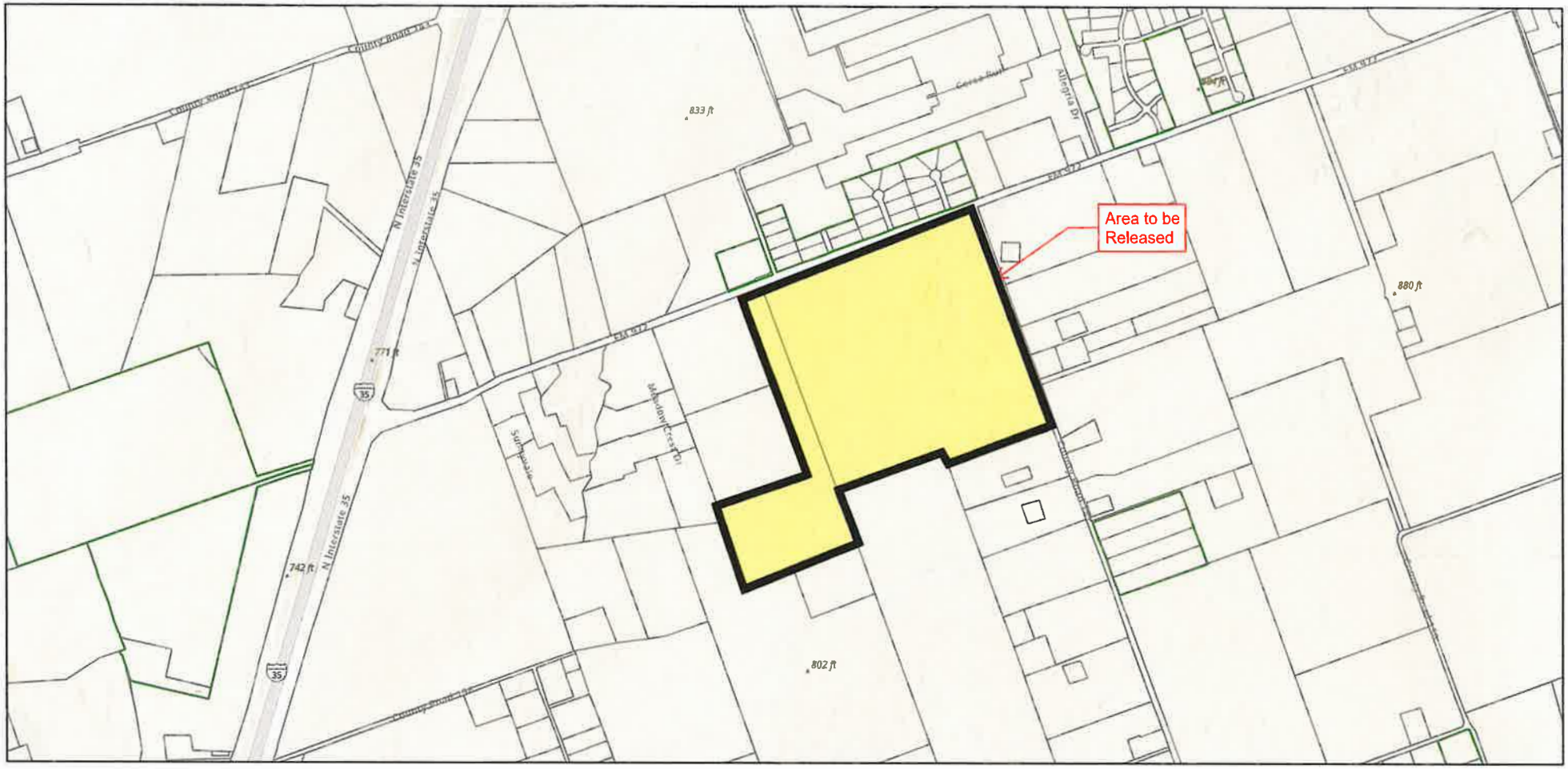
Rex L. Hackett
Registered Professional Land Surveyor No. 5573
rhackett@quiddity.com

05-20-2026
Date



ATTACHMENT 3

Williamson Central Appraisal District Map



5/26/2026, 10:12:52 AM

Parcels

Subdivision Boundaries

County Boundary

1:15,000

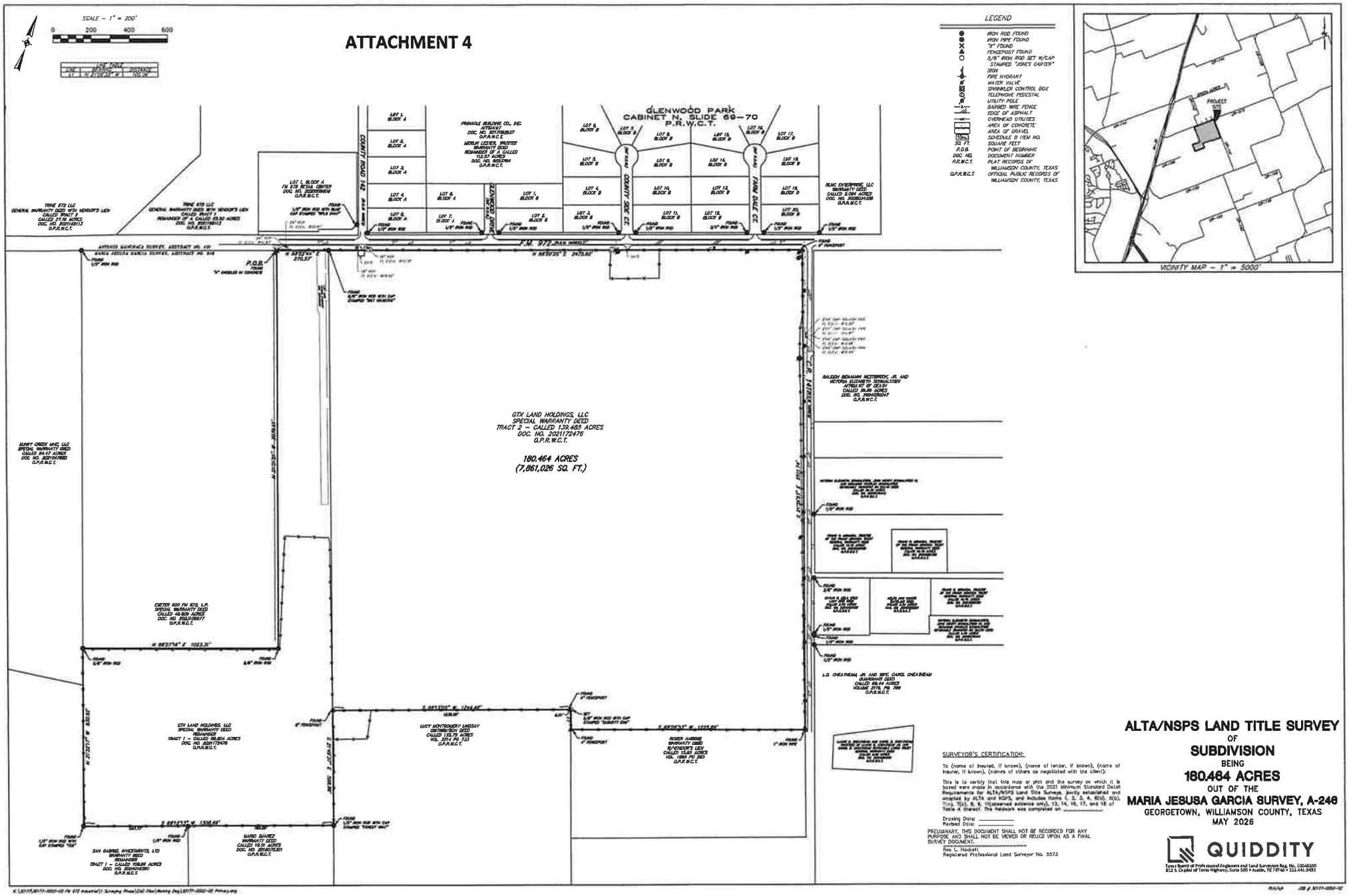
0 0.15 0.3 0.6 mi

0 0.23 0.45 0.9 km

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community, Esri, NASA, NGA, USGS, FEMA

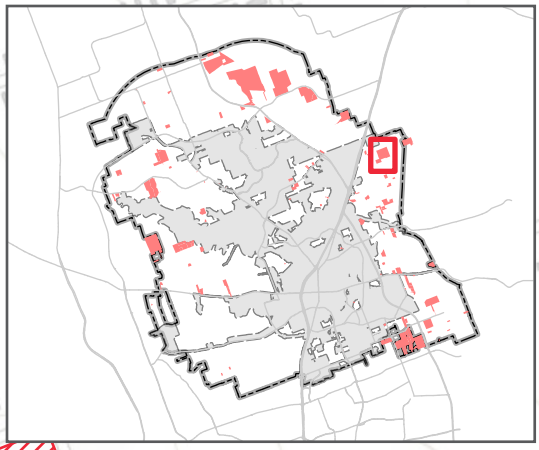
Williamson Central Appraisal District

Esri, NASA, NGA, USGS, FEMA | Esri Community Maps Contributors, County of Williamson, Texas Parks & Wildlife, © OpenStreetMap, Microsoft, CONANP, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS | City of Round Rock GIS/IT


ATTACHMENT 4
SCALE – 1" = 200'
0
200
400
600
LEGEND
IRON ROD FOUND
IRON PIPE FOUND
"X" FOUND
FENCEPOST FOUND
5/8" IRON ROD SET W/CAP STAMPED "JONES CARTER"
SIGN
FIRE HYDRANT
WATER VALVE
SPRINKLER CONTROL BOX
TELEPHONE PEDESTAL
UTILITY POLE
BARBED WIRE FENCE
EDGE OF ASPHALT
OVERHEAD UTILITIES
AREA OF CONCRETE
AREA OF GRAVEL
SCHEDULE B ITEM NO.
SQUARE FEET
POINT OF BEGINNING
DOCUMENT NUMBER
PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
GLENWOOD PARK
CABINET N, SLIDE 69-70
P.R.W.C.T.
COUNTY ROAD 142
COUNTY SEAT CT.
FANN DALE CV.
F.M. 972
GTX LAND HOLDINGS, LLC
SPECIAL WARRANTY DEED
TRACT 2 – CALLED 139.465 ACRES
DOC. NO. 2021172476
O.P.R.W.C.T.
180.464 ACRES
(7,861,026 SQ. FT.)
P.O.B.
VICINITY MAP – 1" = 5000'
PROJECT
ALTA/NSPS LAND TITLE SURVEY
OF
SUBDIVISION
BEING
180.464 ACRES
OUT OF THE
MARIA JESUSA GARCIA SURVEY, A-248
GEORGETOWN, WILLIAMSON COUNTY, TEXAS
MAY 2026
SURVEYOR'S CERTIFICATION:
PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.
Ron L. Hadrell
Registered Professional Land Surveyor No. 5573
QUIDDITY
Texas Board of Professional Engineers and Land Surveyors Reg. No. 10046300
813 S. Capital of Texas Highway, Suite 300 • Austin, TX 78746 • 512.441.9493

Petitioned for ETJ Removal

GTX LAND HOLDINGS LLC



Property

Georgetown ETJ

City limits

0 450 900

US Feet

City of Georgetown, Texas
City Council
August 25, 2026

SUBJECT:
Resolution - ETJ Disannexation - ZMB Investments LLC - 116.06 Acres

SUGGESTED ACTION:
Consideration and possible action to approve a Resolution to confirm the disannexation of approximately 116.06 acres of land from the City of Georgetown's Extraterritorial Jurisdiction (ETJ), identified as Williamson County Appraisal District Parcels R679935 and R679936 and owned by ZMB Investments 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_ZMB Investments_CR146_116 AC-FINAL.pdf
GIS Map - ZMB INVESTMENTS LLC.pdf

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS ("GEORGETOWN") RELEASING APPROXIMATELY 116.06 ACRES OF LAND FROM THE CITY OF GEORGETOWN'S EXTRATERRITORIAL JURISDICTION ("ETJ"), SAID LAND IDENTIFIED BY THE WILLIAMSON COUNTY APPRAISAL DISTRICT AS PARCELS R679935 AND R679936, AND BEING LOCALLY KNOWN AS 1117 COUNTY ROAD 146 AND 1073 COUNTY ROAD 146, GEORGETOWN, WILLIAMSON COUNTY, TEXAS, RESULTING IN A REDUCTION OF GEORGETOWN'S ETJ; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on July 28, 2026, the City of Georgetown, Texas, received a petition requesting release from its ETJ of an approximately 116.06 acre tract of land in the Burrell Eaves Survey and the Antonio Manchaca Survey (the "Petition"), a true and correct copy of such Petition being attached hereto as Exhibit A and incorporated herein by reference; and

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

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

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

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

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

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

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

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

CITY OF GEORGETOWN, TEXAS

By:_____
Josh Schroeder, Mayor

ATTEST:

By:_____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

By:_____
Skye Masson, City Attorney

Exhibit A to Resolution

Petition

RECEIVED
JUL 2 8 2026
CITY SEC.

July 16, 2026

Attn: Robyn Densmore
City Secretary, City of Georgetown
808 Martin Luther King Jr. St.
Georgetown, TX 78626

RE: 1117 & 1073 County Road 146
Georgetown, TX 78633
Williamson County Property ID No. R679935 & R679936
Request to be released from the City of Georgetown's Extraterritorial Jurisdiction

Ms. Densmore,

As the owner of the above-referenced property, this petition is being provided to request the release of this property from the City of Georgetown's Extraterritorial Jurisdiction (ETJ). As stated in the requirements of the Texas Local Code Chapter 42, Subchapter D, Section 42.104 (Petition Requirements), this petition is being provided with the required signature, a map of the land to be released, the General Warranty Deed (including the property boundary descriptions), and a Company Authorization Agreement.

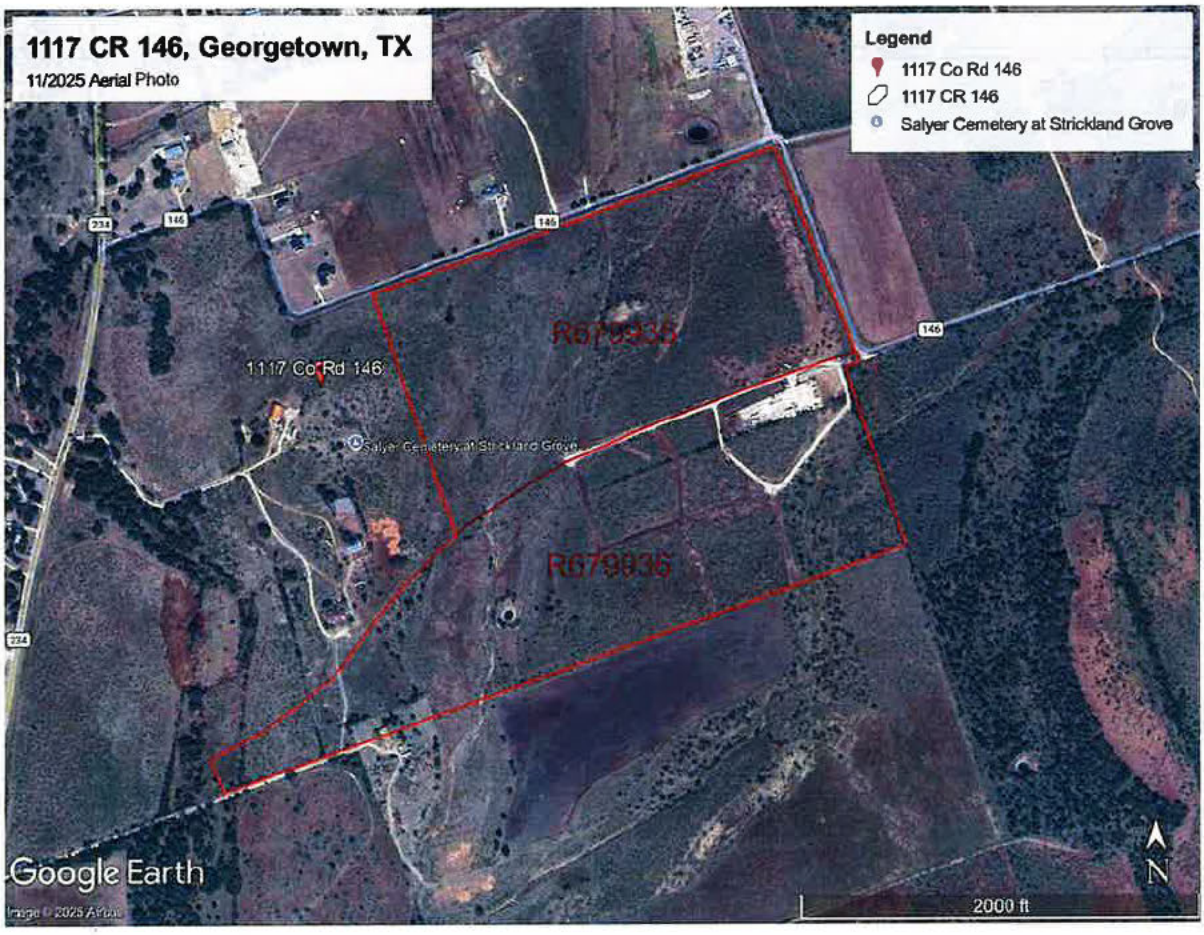
Respectfully submitted,

7/16/2026

Rafael Salguero, President
Date of Birth: [redacted]
ZMB Investments LLC
[redacted]

Attachments:
1 – Map
2 – General Warranty Deed
3 – Company Authorization Agreement

ROAD/LOCATION MAP



1117 & 1073 COUNTY ROAD 146
GEORGETOWN, WILLIAMSON COUNTY, TEXAS 78633

ZMB
INVESTMENTS

AUTHORIZATION TO ACT

Zakia Benyoucef, President of ZMB Investments LLC and Mike Leschber, Senior Vice President of ZMB Investments LLC hereby authorize and grant full authority to Rafael Salguero, Vice President of ZMB Investments LLC, to act on behalf of ZMB Investments LLC in all matters relating to the petition submitted to the City of Georgetown requesting the de-annexation of the Company's property from the City's Extraterritorial Jurisdiction (ETJ). This authorization includes the authority to prepare, execute, submit, and respond to any documents, communications, or requests necessary to facilitate the petition process.

Should you require any additional information or documentation, please do not hesitate to contact us.

Zakia Benyoucef — **DATE** 7/22/2026

Mike Leschber — **DATE** 7/22/2026

Rafael Salguero — **DATE** 7/22/2026

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.

WARRANTY DEED

DATE: 11 July, 2025

GRANTOR: The Leschber Family Trust

GRANTOR'S MAILING ADDRESS:
The Leschber Family Trust
c/o Vickie M. Leschber, Trustee
1252 CR 234
Georgetown, Texas 78633-4414

GRANTEE: ZMB Investments, LLC

GRANTEE'S MAILING ADDRESS:
ZMB Investments, LLC
6500 Champion Grandview Way
Apt. 40008
Austin, Texas 78750

PROPERTY (legal description):
Tract 2 and Tract 3 as described in Exhibits "A" and "B" attached hereto.

CONSIDERATION:
This conveyance is made for the following consideration, the receipt and sufficiency of which is acknowledged:

Cash of ten dollars or more and other good and valuable consideration.

RESERVATIONS FROM CONVEYANCE: NONE

EXCEPTIONS TO CONVEYANCE AND WARRANTY:
This conveyance is made subject to the following exceptions:

Liens described or referenced above relating to the Consideration and liens specifically assumed herein;

Valid and enforceable easements and prescriptive rights of record or which are open and obvious;

Unofficial Document

Discrepancies, conflicts in interests, or shortages in area or boundary lines of record or which are open and obvious;

Valid and enforceable matters of record, including subdivision plats, easements, restrictions, restrictive covenants, reservations of interest, covenants, conditions, leases (including but not limited to oil, gas and mineral leases), reservations or conveyances of water interests, and any other instruments (other than a conveyance of a fee estate in the surface) affecting the property;

Valid and enforceable rights of adjoining owners in any common boundary walls and fences;

Standby fees, taxes, and assessments of any taxing authority for the current year and subsequent years;

Taxes and assessments for prior years of any taxing authority due to a change in land ownership or usage, payment of which Grantee assumes and agrees to pay;

Valid and enforceable utility easements created as part of a subdivision in which the Property is located;

All matters arising from the existence of any governmental district, including any water improvement or municipal utility district having jurisdiction over the Property;

Any encroachments or protrusions which are open and obvious;

All matters arising from the existence of any governmental district, including any water improvement or municipal utility district having jurisdiction over the Property;

Homestead or community property or survivorship rights, if any, of any spouse of Grantee;

Any validly existing titles or rights asserted by anyone, including but not limited to persons, the public, corporations, governments or other entities, to:

a. tidelands or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans;

b. lands beyond the line of the harbor or bulkhead lines as established or changed by any government;

c. filled-in lands or artificial islands;

d. water rights, including riparian rights; or

e. the area extending from the line of mean low tide to the line of vegetation or right of access to that area or easement along and across that area.

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CONVEYANCE:

For the consideration stated above, the receipt and sufficiency of which is acknowledged, Grantor grants, sells and conveys the Property, together with all and singular any improvements, rights and appurtenances belonging thereto, to Grantee and Grantee's heirs and assigns, TO HAVE AND TO HOLD FOREVER. This conveyance, however, is made subject to all Exceptions and Reservations stated herein.

Grantor assigns to Grantee all funds, if any, on deposit for payment of property taxes and insurance premiums due or coming due against the property.

WARRANTY:

Except for the Reservations and Exceptions stated above, Grantor binds Grantor and Grantor's heirs, executors, and administrators to WARRANT AND FOREVER DEFEND all and singular title to the Property for the benefit of Grantee and Grantee's heirs, executors and assigns, against any and all claims of every person lawfully claiming or to claim the Property or any part thereof.

DISCLAIMER:

THIS INSTRUMENT WAS PREPARED FROM INFORMATION FURNISHED BY THE PARTIES AND NO EXAMINATION HAS BEEN MADE AND NO OPINION GIVEN BY THE LAW OFFICE PREPARING THIS INSTRUMENT AS TO THE TITLE TO OR THE DESCRIPTION OF THE PROPERTY INVOLVED OR ANY TAX CONSEQUENCES REGARDING THIS TRANSACTION.

The Leschber Family Trust

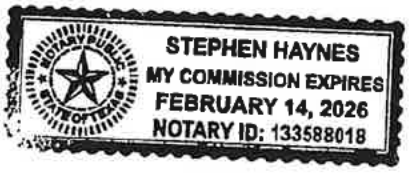
BY: Vickie M. Leschber
Vickie M. Leschber, Trustee

Unofficial Document

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on July 11th, 2025, by Vickie M. Leschber, as Trustee of THE LESCHBER FAMILY TRUST.



Notary Public, State of Texas

PREPARED BY:
Michael T. Savage
THE SAVAGE LAW FIRM, PLLC
8226 Douglas, Avenue, Suite 330
Dallas, Texas 75225

AFTER RECORDING RETURN TO:
6500 Champion Grandview Way
Apt. 40008
Austin, Texas 78750

Unofficial Document

Exhibit "A"

Tract 2: 53.65 Acres

BEING 53.65 acres of land, situated in the Burrell Eaves Survey, Abstract No. 216 and the Antonio Manchaca Survey, Abstract No. 421, in Williamson County, Texas, said 53.65 acres being a portion of a 113 ⅛ acre tract, of record to Harlan L. Leschber and Vickie M. Leschber, Trustees of The Leschber Family Trust, Document No. 2008021818, Official Public Records Williamson County, Texas (OPRWCT). This tract was surveyed on the ground in June of 2025 under the direction of William F. Forest, Jr., Registered Professional Land Surveyor No. 1847. Survey note: The bearing basis for this survey is the State Plane Coordinate System, Texas Central Zone (4203), and being more particularly described by metes and bounds as follows:

COMMENCING, at a ½" capped iron pin found (steel pin), marked "WALKER", in the lower West Right-of-Way line of County Road 146, same being an ell corner of a 1.80 acre tract, a Right-of-Way acquisition, of record to Williamson County, Texas, Document No. 2017084557, (OPRWCT), said point being a point in the North boundary line of a 139.75 acre tract, of record to J.A. Andres, Volume 266, Page 170, Deed Records Williamson County, Texas, (DRWCT), said point being an ell corner in the upper East boundary line of said 113 ⅛ acre tract, said point being on or near the South Right-of-Way line of a 135 foot wide future Road Right-of-Way,

THENCE, with the lower West line of the existing Right-of-Way line of County Road 146, over and across said future Road Right-of-Way, N 21°50'50" W, 67.86 feet, to a ½" capped iron pin set, marked "FOREST RPLS 1847", in the centerline of said future Road Right-of-Way, for the Southeast corner hereof, and the true POINT OF BEGINNING,

THENCE, over and across said 113 ⅛ acre tract, with the centerline of said future Road Right-of-Way, the following two (2) courses and distances:

1. S 68°21'41" W, 1342.65 feet, to a ½" capped iron pin set, marked "FOREST RPLS 1847", at the point of curvature of a curve to the left, for an angle point hereof,

2. in a southwesterly direction with a tangent curve to the left, (C4) with a Radius of 2400.00 feet, having a Chord Bearing of S 59°17'13" W, 757.04 feet, having a Central Angle of 18°08'56" and an Arc Length of 760.22 feet, to a ½" capped iron pin set, marked "FOREST RPLS 1847", for the Southwest corner hereof,

THENCE, departing said centerline, over and across said 113 ⅛ acre tract, N 21°38'19" W, 1227.21 feet, to a ½" capped iron pin set, marked "FOREST RPLS 1847", in the said South Right-of-Way line of County Road 146, and the South boundary line of said 1.80 Acre tract, for the Northwest corner hereof, from which a ½" iron pin found at the Southwest corner of said 1.80 acre tract, bears: S 68°29'50" W, 523.54 feet,

THENCE, with the South Right-of-Way line of County Road 146, and said 1.80 acre tract, along or near a fence, N 68°29'50" E, 2051.39 feet, to a ½" capped iron pin found, marked "WALKER", at an angle point of said 1.80 acre tract, for the upper Northeast corner hereof,

THENCE, with the West Right-of-Way line of County Road 146 and West boundary line of said 1.80 acre tract, along or near a fence, the following two (2) courses and distances:

1. S 66°46'03" E, 49.31 feet, to a ½" capped iron pin found, marked "WALKER", for the lower Northeast corner hereof,

2. S 21°50'50" E, passing the North line of said 135 foot wide future Road Right-of-Way, in all a total distance of 1068.16 feet, to the POINT OF BEGINNING, and containing 53.65 acres, more or less.

Unofficial Document

Exhibit "B"

Tract 3: 62.41 Acres

BEING 62.41 acres of land, situated in the Burrell Eaves Survey, Abstract No. 216 and the Antonio Manchaca Survey, Abstract No. 421, in Williamson County, Texas, said 62.41 acres being a portion out of two (2) tracts of land, First Tract, a 113 ⅛ acre tract, of record to Harlan L. Leschber and Vickie M. Leschber, Trustees of The Leschber Family Trust, Document No. 2008021818, Official Public Records Williamson County, Texas (OPRWCT), Second Tract, a 113.8 acre tract, of record to Harlan L. Leschber and Vickie M. Leschber, Trustees of The Leschber Family Trust, Tract One, Document No. 2008021819, (OPRWCT). This tract was surveyed on the ground in June of 2025 under the direction of William F. Forest, Jr., Registered Professional Land Surveyor No. 1847. Survey note: The bearing basis for this survey is the State Plane Coordinate System, Texas Central Zone (4203), and being more particularly described by metes and bounds as follows:

BEGINNING, at a ½" capped iron pin found (steel pin), marked "WALKER", in the Southwest Right-of-Way line of County Road 146, said point being the West corner of the South termination point of a 1.80 acre tract, a Right-of-Way acquisition, Document No. 2017084557, (OPRWCT), in the common boundary line of said 113 ⅛ acre tract and a 139.75 acre tract, of record to J.A. Andres, Volume 266, Page 170, Deed Records Williamson County, Texas, (DRWCT), said point being an ell corner of said tract, for an ell corner hereof,

THENCE, with the common boundary line of said 113 ⅛ acre tract, said 139.75 acre tract, and the South line of said 135 foot wide future Road Right-of-Way, along or near a fence, S 69°34'22" W, 70.72 feet, to a ½" iron pin found, at an angle point of said 113 ⅛ acre tract and said 139.75 acre tract, for an angle point hereof,

THENCE, departing said future Road Right-of-Way, with the common boundary line of said 113 ⅛ acre tract and said 139.75 acre tract, along or near a fence, S 20°47'48" E, 135.08 feet, to a ½" iron pin found, at the Southeast corner of said 113 ⅛ acre tract, same being the Northeast corner of said 113.8 acre tract, for an angle point hereof, from which a 13" Elm tree bears: N 54°08'31" W, 10.30 feet, and from which a ½" capped iron pin found, marked "WALKER", at a common corner of said 113 ⅛ acre tract and said 113.8 acre tract, bears: S 68°21'41" W, 2536.08 feet,

THENCE, with the common boundary line of said 113.8 acre tract and said 139.75 acre tract, along or near a fence, S 20°37'15" E, 810.59 feet, to a ½" capped iron pin set, marked "FOREST RPLS 1847", at the Southeast corner of said 113.8 acre tract, same being the Northeast corner of a 106 acre tract, of record to Ed Ilse, Volume 160, Page 190, (DRWCT), for the Southeast corner hereof, from which a set stone found, at the Southeast corner of said 106 acre tract, bears: S 19°54'07" E, 1556.51 feet,

THENCE, with the common boundary line of said 113.8 acre tract and said 106 acre tract, along or near a fence, the following five (5) courses and distances:

1. S 68°21'44" W, crossing the common Survey line of said Antonio Manchaca Survey and said Burrell Eaves Survey, in all a total distance of 2527.78 feet, to a tree stump found, for an angle point hereof,
2. N 22°17'09" W, 133.54 feet, to a ½" iron pin found, for an angle point hereof,
3. S 67°52'55" W, 415.79 feet, to a ½" iron pin found, for an angle point hereof,
4. S 21°42'29" E, 111.10 feet, to a ½" capped iron pin set, marked "FOREST RPLS 1847", for an angle point hereof,
5. S 68°25'08" W, crossing the South line of said 135 foot wide future Road Right-of-Way, in all a total distance of 1266.97 feet, to a ½" capped iron pin set, marked "FOREST RPLS 1847", in the Centerline of said 135 foot wide future Road Right-of-Way, said point being the point of curvature of a curve to the left, for the Southeast corner hereof, from which a ½" capped iron pin found, Yellow Cap mark not legible, at the Southwest corner of said 1.86 acre tract, bears: S 68°25'08" W, 693.71 feet,

THENCE, over and across said 113.8 acre tract, along said Centerline of the future 135 foot wide roadway, the following five (5) courses and distances:

1. in a northeasterly direction with a non-tangent curve to the left, (C2) with a Radius of 2400.00 feet, having a Chord Bearing of N 51°25'49" E, 1442.75 feet, having a Central Angle of 34°59'02" and an Arc Length of 1465.41 feet, to a ½" capped iron pin set, marked "FOREST RPLS 1847", at the point of tangency, for an angle point hereof,

Unofficial Document

2. N 33°45'33" E, 258.74 feet, to a ½" capped iron pin set, marked "FOREST RPLS 1847", for an angle point hereof,

3. in a northeasterly direction with a tangent curve to the right, (C5) with a Radius of 2400.00 feet, passing at an arc length of 458.86 feet, the common boundary line of said 113.8 feet and said 113 ⅛ acre tract, and continuing over and across said 113 ⅛ acre tract, having a Chord Bearing of N 51°03'37" E, 1427.49 feet, having a Central Angle of 34°36'08" and an Arc Length of 1449.42 feet, to a ½" capped iron pin set, marked "FOREST RPLS 1847", at the point of tangency, for an angle point hereof.

4. N 68°21'41" W, 1342.65 feet, to a ½" capped iron pin set, marked "FOREST RPLS 1847", said point being a point in the West Right-of-Way line of County Road 146, same being in the West boundary line of said 1.86 acre tract, for the Northeast corner hereof,

THENCE, with the West Right-of-Way line of County Road 146, S 21°50'50" E, 67.86 feet, to the POINT OF BEGINNING, and containing 62.41 acres, more or less.

The Savage Law Firm
ATTN: Johana
Call for Pickup
(214) 346-4200

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 2025054690

Fee: $49.00
07/15/2025 11:58 AM OSALINAS

Nancy E. Rister

Nancy E. Rister, County Clerk
Williamson County, Texas

Unofficial Document

Exhibit B to Resolution

Legal Description and Map

Exhibit "A"

Tract 2: 53.65 Acres

BEING 53.65 acres of land, situated in the Burrell Eaves Survey, Abstract No. 216 and the Antonio Manchaca Survey, Abstract No. 421, in Williamson County, Texas, said 53.65 acres being a portion of a 113 ⅛ acre tract, of record to Harlan L. Leschber and Vickie M. Leschber, Trustees of The Leschber Family Trust, Document No. 2008021818, Official Public Records Williamson County, Texas (OPRWCT). This tract was surveyed on the ground in June of 2025 under the direction of William F. Forest, Jr., Registered Professional Land Surveyor No. 1847. Survey note: The bearing basis for this survey is the State Plane Coordinate System, Texas Central Zone (4203), and being more particularly described by metes and bounds as follows:

COMMENCING, at a ½" capped iron pin found (steel pin), marked "WALKER", in the lower West Right-of-Way line of County Road 146, same being an ell corner of a 1.80 acre tract, a Right-of-Way acquisition, of record to Williamson County, Texas, Document No. 2017084557, (OPRWCT), said point being a point in the North boundary line of a 139.75 acre tract, of record to J.A. Andres, Volume 266, Page 170, Deed Records Williamson County, Texas, (DRWCT), said point being an ell corner in the upper East boundary line of said 113 ⅛ acre tract, said point being on or near the South Right-of-Way line of a 135 foot wide future Road Right-of-Way,

THENCE, with the lower West line of the existing Right-of-Way line of County Road 146, over and across said future Road Right-of-Way, N 21°50'50" W, 67.86 feet, to a ½" capped iron pin set, marked "FOREST RPLS 1847", in the centerline of said future Road Right-of-Way, for the Southeast corner hereof, and the true POINT OF BEGINNING,

THENCE, over and across said 113 ⅛ acre tract, with the centerline of said future Road Right-of-Way, the following two (2) courses and distances:

1. S 68°21'41" W, 1342.65 feet, to a ½" capped iron pin set, marked "FOREST RPLS 1847", at the point of curvature of a curve to the left, for an angle point hereof,

2. in a southwesterly direction with a tangent curve to the left, (C4) with a Radius of 2400.00 feet, having a Chord Bearing of S 59°17'13" W, 757.04 feet, having a Central Angle of 18°08'56" and an Arc Length of 760.22 feet, to a ½" capped iron pin set, marked "FOREST RPLS 1847", for the Southwest corner hereof,

THENCE, departing said centerline, over and across said 113 ⅛ acre tract, N 21°38'19" W, 1227.21 feet, to a ½" capped iron pin set, marked "FOREST RPLS 1847", in the said South Right-of-Way line of County Road 146, and the South boundary line of said 1.80 Acre tract, for the Northwest corner hereof, from which a ½" iron pin found at the Southwest corner of said 1.80 acre tract, bears: S 68°29'50" W, 523.54 feet,

THENCE, with the South Right-of-Way line of County Road 146, and said 1.80 acre tract, along or near a fence, N 68°29'50" E, 2051.39 feet, to a ½" capped iron pin found, marked "WALKER", at an angle point of said 1.80 acre tract, for the upper Northeast corner hereof,

THENCE, with the West Right-of-Way line of County Road 146 and West boundary line of said 1.80 acre tract, along or near a fence, the following two (2) courses and distances:

1. S 66°46'03" E, 49.31 feet, to a ½" capped iron pin found, marked "WALKER", for the lower Northeast corner hereof,

2. S 21°50'50" E, passing the North line of said 135 foot wide future Road Right-of-Way, in all a total distance of 1068.16 feet, to the POINT OF BEGINNING, and containing 53.65 acres, more or less.

Unofficial Document

Exhibit "B"

Tract 3: 62.41 Acres

BEING 62.41 acres of land, situated in the Burrell Eaves Survey, Abstract No. 216 and the Antonio Manchaca Survey, Abstract No. 421, in Williamson County, Texas, said 62.41 acres being a portion out of two (2) tracts of land, First Tract, a 113 ⅛ acre tract, of record to Harlan L. Leschber and Vickie M. Leschber, Trustees of The Leschber Family Trust, Document No. 2008021818, Official Public Records Williamson County, Texas (OPRWCT), Second Tract, a 113.8 acre tract, of record to Harlan L. Leschber and Vickie M. Leschber, Trustees of The Leschber Family Trust, Tract One, Document No. 2008021819, (OPRWCT). This tract was surveyed on the ground in June of 2025 under the direction of William F. Forest, Jr., Registered Professional Land Surveyor No. 1847. Survey note: The bearing basis for this survey is the State Plane Coordinate System, Texas Central Zone (4203), and being more particularly described by metes and bounds as follows:

BEGINNING, at a ½" capped iron pin found (steel pin), marked "WALKER", in the Southwest Right-of-Way line of County Road 146, said point being the West corner of the South termination point of a 1.80 acre tract, a Right-of-Way acquisition, Document No. 2017084557, (OPRWCT), in the common boundary line of said 113 ⅛ acre tract and a 139.75 acre tract, of record to J.A. Andres, Volume 266, Page 170, Deed Records Williamson County, Texas, (DRWCT), said point being an ell corner of said tract, for an ell corner hereof,

THENCE, with the common boundary line of said 113 ⅛ acre tract, said 139.75 acre tract, and the South line of said 135 foot wide future Road Right-of-Way, along or near a fence, S 69°34'22" W, 70.72 feet, to a ½" iron pin found, at an angle point of said 113 ⅛ acre tract and said 139.75 acre tract, for an angle point hereof,

THENCE, departing said future Road Right-of-Way, with the common boundary line of said 113 ⅛ acre tract and said 139.75 acre tract, along or near a fence, S 20°47'48" E, 135.08 feet, to a ½" iron pin found, at the Southeast corner of said 113 ⅛ acre tract, same being the Northeast corner of said 113.8 acre tract, for an angle point hereof, from which a 13" Elm tree bears: N 54°08'31" W, 10.30 feet, and from which a ½" capped iron pin found, marked "WALKER", at a common corner of said 113 ⅛ acre tract and said 113.8 acre tract, bears: S 68°21'41" W, 2536.08 feet,

THENCE, with the common boundary line of said 113.8 acre tract and said 139.75 acre tract, along or near a fence, S 20°37'15" E, 810.59 feet, to a ½" capped iron pin set, marked "FOREST RPLS 1847", at the Southeast corner of said 113.8 acre tract, same being the Northeast corner of a 106 acre tract, of record to Ed Ilse, Volume 160, Page 190, (DRWCT), for the Southeast corner hereof, from which a set stone found, at the Southeast corner of said 106 acre tract, bears: S 19°54'07" E, 1556.51 feet,

THENCE, with the common boundary line of said 113.8 acre tract and said 106 acre tract, along or near a fence, the following five (5) courses and distances:

1. S 68°21'44" W, crossing the common Survey line of said Antonio Manchaca Survey and said Burrell Eaves Survey, in all a total distance of 2527.78 feet, to a tree stump found, for an angle point hereof,
2. N 22°17'09" W, 133.54 feet, to a ½" iron pin found, for an angle point hereof,
3. S 67°52'55" W, 415.79 feet, to a ½" iron pin found, for an angle point hereof,
4. S 21°42'29" E, 111.10 feet, to a ½" capped iron pin set, marked "FOREST RPLS 1847", for an angle point hereof,
5. S 68°25'08" W, crossing the South line of said 135 foot wide future Road Right-of-Way, in all a total distance of 1266.97 feet, to a ½" capped iron pin set, marked "FOREST RPLS 1847", in the Centerline of said 135 foot wide future Road Right-of-Way, said point being the point of curvature of a curve to the left, for the Southeast corner hereof, from which a ½" capped iron pin found, Yellow Cap mark not legible, at the Southwest corner of said 1.86 acre tract, bears: S 68°25'08" W, 693.71 feet,

THENCE, over and across said 113.8 acre tract, along said Centerline of the future 135 foot wide roadway, the following five (5) courses and distances:

1. in a northeasterly direction with a non-tangent curve to the left, (C2) with a Radius of 2400.00 feet, having a Chord Bearing of N 51°25'49" E, 1442.75 feet, having a Central Angle of 34°59'02" and an Arc Length of 1465.41 feet, to a ½" capped iron pin set, marked "FOREST RPLS 1847", at the point of tangency, for an angle point hereof,

Unofficial Document

2. N 33°45'33" E, 258.74 feet, to a ½" capped iron pin set, marked "FOREST RPLS 1847", for an angle point hereof,

3. in a northeasterly direction with a tangent curve to the right, (C5) with a Radius of 2400.00 feet, passing at an arc length of 458.86 feet, the common boundary line of said 113.8 feet and said 113 ⅛ acre tract, and continuing over and across said 113 ⅛ acre tract, having a Chord Bearing of N 51°03'37" E, 1427.49 feet, having a Central Angle of 34°36'08" and an Arc Length of 1449.42 feet, to a ½" capped iron pin set, marked "FOREST RPLS 1847", at the point of tangency, for an angle point hereof.

4. N 68°21'41" W, 1342.65 feet, to a ½" capped iron pin set, marked "FOREST RPLS 1847", said point being a point in the West Right-of-Way line of County Road 146, same being in the West boundary line of said 1.86 acre tract, for the Northeast corner hereof,

THENCE, with the West Right-of-Way line of County Road 146, S 21°50'50" E, 67.86 feet, to the POINT OF BEGINNING, and containing 62.41 acres, more or less.

The Savage Law Firm
ATTN: Johana
Call for Pickup
(214) 346-4200

① FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 2025054690

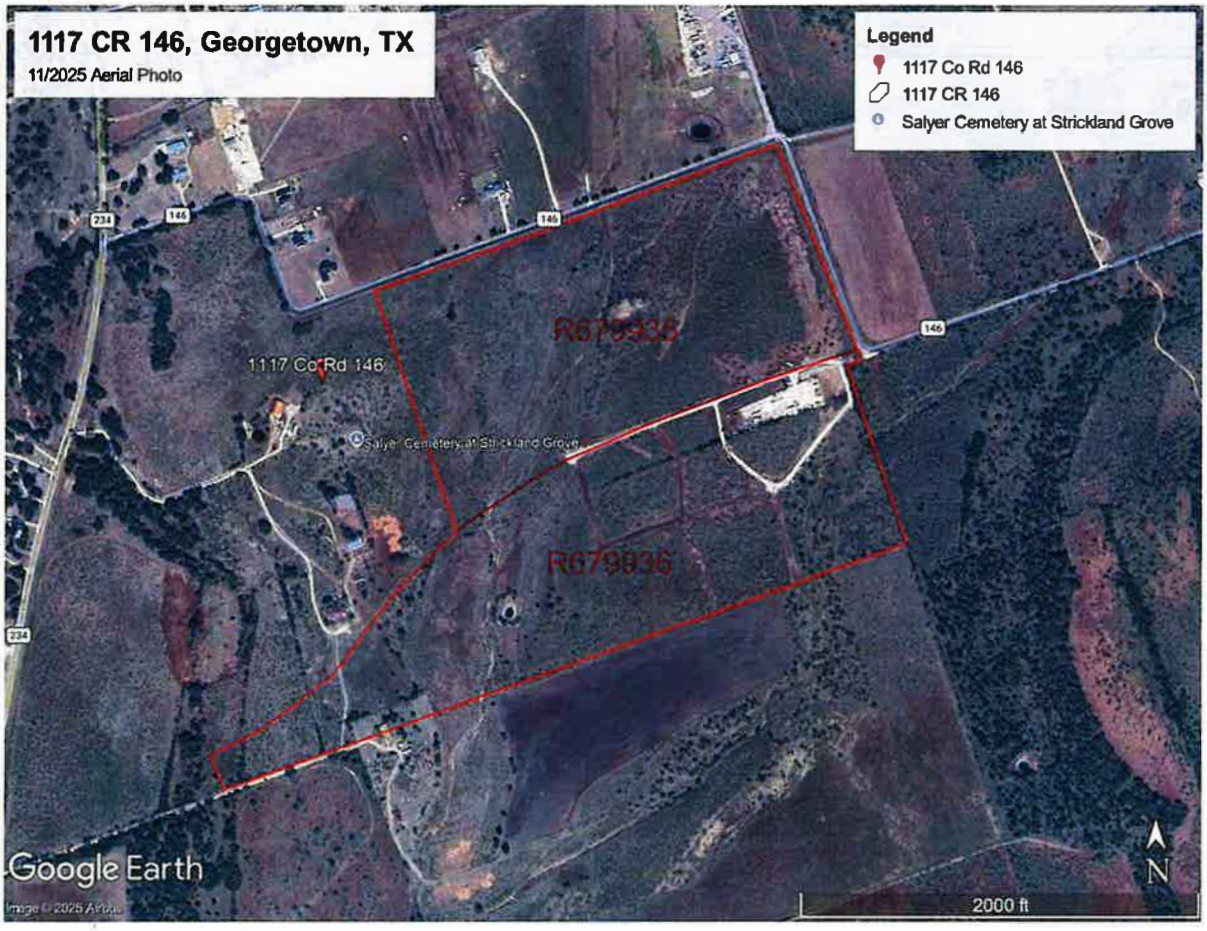
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Nancy E. Rister

Nancy E. Rister, County Clerk
Williamson County, Texas

Unofficial Document

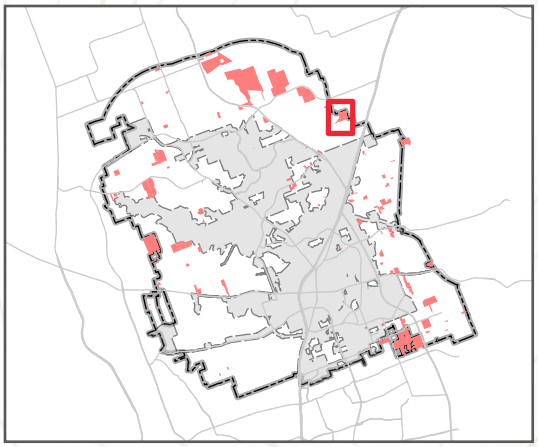
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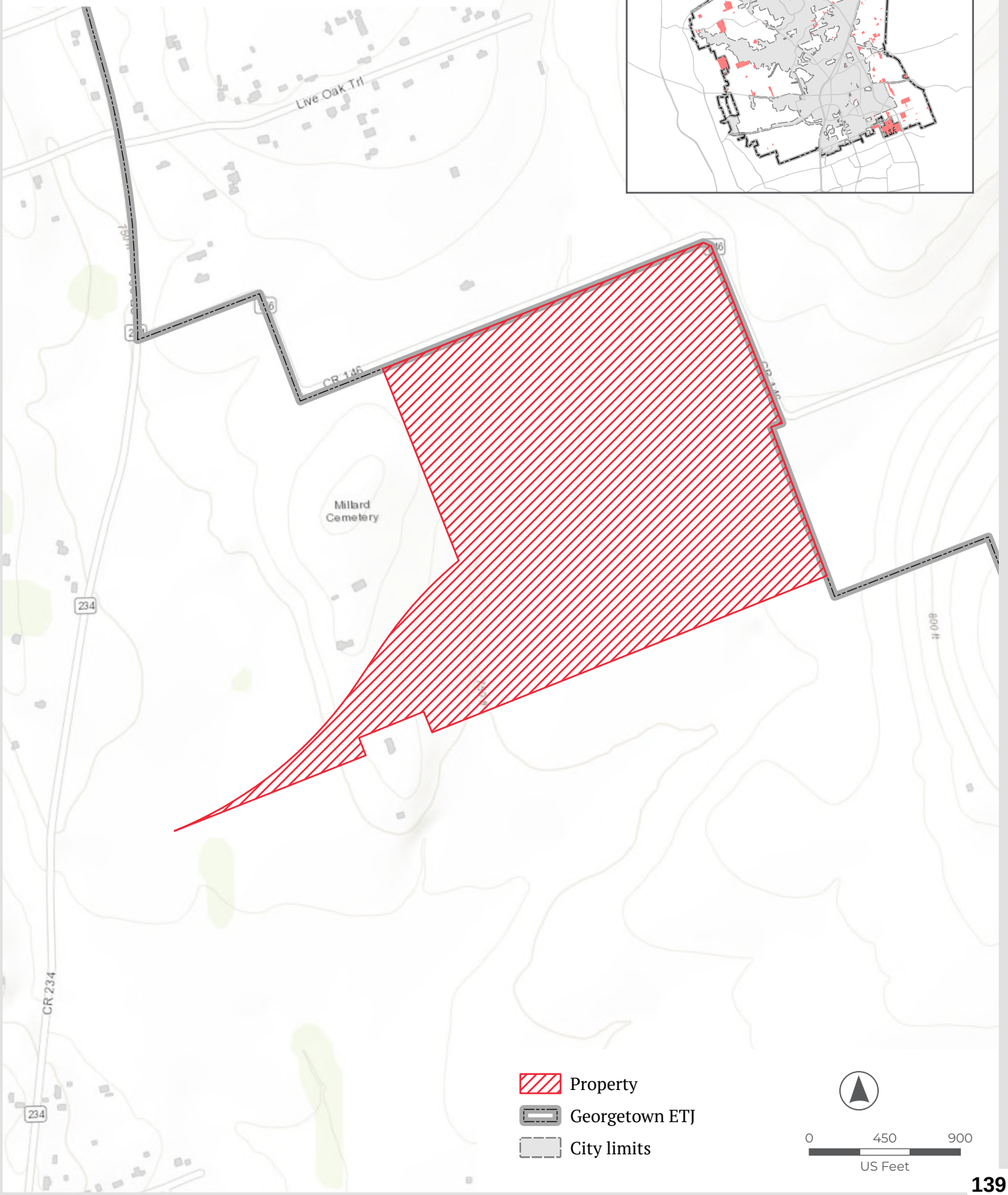


1117 & 1073 COUNTY ROAD 146
GEORGETOWN, WILLIAMSON COUNTY, TEXAS 78633

Petitioned for ETJ Removal

ZMB INVESTMENTS LLC





City of Georgetown, Texas
City Council
August 25, 2026

SUBJECT:
Resolution - Support for the IH-35 Georgetown to Round Rock Project

SUGGESTED ACTION:
Consideration and possible action to approve a resolution in support of the IH-35 Georgetown to Round Rock project -- Nick Woolery, Assistant City Manager

ITEM SUMMARY:
The Texas Department of Transportation is currently completing public outreach and requesting public comment in regards to their IH-35 Georgetown to Round Rock project, which proposes to:

- Add two non-tolled high-occupancy vehicle managed lanes in each direction.
- Add one mainlane in each direction between SH 29 and RM 1431.
- Relocate and modify entrance and exit ramps.
- Reconstruct several bridges and cross street intersections.
- Add bypass lanes where needed.
- Add shared-use paths throughout the corridor.

Feedback is being sought through August 28, 2026, and information on the project can be found at: https://www.txdot.gov/projects/hearings-meetings/austin/2026/i35-georgetown-to-round-rock-081326.html

This resolution will serve as the City's formal feedback on the project. It requests that TxDOT add one additional mainlane to their schematic to ensure this is the final IH-35 project through this corridor. It also requests that TxDOT prioritize the interchange at IH-35 and SW Bypass / SE Inner Loop through immediate improvements and through a prioritized re-construction of the interchange in alignment with work already completed by the City of Georgetown and Williamson County.

FINANCIAL IMPACT:
There is no financial impact from this resolution.

SUBMITTED BY:
Karen Frost, City Manager's Office

ATTACHMENTS:
City Council Resolution - IH35 Georgetown to Round Rock Project (08-25-2026).pdf

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, EXPRESSING SUPPORT FOR THE I-35 GEORGETOWN TO ROUND ROCK PROJECT; REPEALING CONFLICTING RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, IH-35 connects states, and communities in the nation, and is the lifeblood of transportation through Georgetown, allowing goods and people to reach their destinations; and

WHEREAS, the need for expansion of IH-35 is demonstrated by the 23.6 percent population growth of Williamson County from 609,017 in April 2020 to an estimated population of 752,827 on July 1, 2025, with forecasts projecting the County may reach 1.3 million residents by 2045; and

WHEREAS, Georgetown continues to be a hub for growth, being named the fastest growing city in the country for three straight years and attracting a multitude of advanced manufacturing projects as state roadways such as SH-29, SH-195, FM-971, RR-2243, RR-2338 and SH-130 all feed into IH-35 in Georgetown; and

WHEREAS, expansion of IH-35 through Georgetown and Round Rock is needed now to provide transportation solutions for the region's rapidly growing population, and it is essential to advance this project while right-of-way is available and before potential right-of-way is fully developed, increasing costs; and

WHEREAS, congestion adversely affects the environment, economy, public safety, and quality of life; this project would improve travel-time reliability, support better air quality, and reduce safety risks associated with crowded highways; and

WHEREAS, the City of Georgetown and its residents support and welcome transportation improvements and roadway expansion, as demonstrated by multiple successful transportation bond elections in 2008, 2015 and 2021; and

WHEREAS, Georgetown has already displayed its support for TxDOT's efforts in this area through the funding of expanded lanes on SH-29 between I-35 and Wolf Ranch Parkway and the purchase of right-of-way at the interchange of I-35 and SE Inner Loop.

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

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

SECTION 2. The City of Georgetown requests that the Texas Department of Transportation expand IH-35 throughout Williamson County by constructing a minimum of two additional non-tolled main lanes in each direction, a minimum of two managed lanes in each direction, and, at a minimum, collector-distributor roads through the Georgetown and Round Rock corridor to improve mobility, safety, and long-term operational efficiency for the Central Texas region.

SECTION 3. The City of Georgetown wishes for this project to be completed expeditiously but also understands the limited funding available for such a project; however, at a minimum the City requests TxDOT to prioritize temporary improvements to and the ultimate reconstruction of the interchange at IH-35 and SW Bypass / SE Inner Loop, as TxDOT and others have made changes that continue to funnel additional vehicles to this interchange at a rapidly growing rate that is causing significant bottlenecks and safety concerns.

SECTION 4. The Mayor is hereby authorized to sign this Resolution and the City Secretary to attest.

SECTION 5. This Resolution shall become effective immediately upon adoption. Any conflicting resolutions are repealed.

PASSED AND APPROVED on the _____ day of August, 2026.

ATTEST:

_____
Robyn Densmore
City Secretary

THE CITY OF GEORGETOWN

_____
By: Josh Schroeder
Mayor

APPROVED AS TO FORM:

_____
Skye Masson
City Attorney

City of Georgetown, Texas
City Council
August 25, 2026

SUBJECT:
Resolution - Approve Financing Agreements between Georgetown and the Texas Water Development Board

SUGGESTED ACTION:
Consideration and possible action to approve a Resolution approving Financing Agreements between the City of Georgetown, Texas and the Texas Water Development Board and Other Matters in Connection Therewith -- Zane Brown, Strategic Project Manager

ITEM SUMMARY:
The City is planning to build a new transmission pipeline connecting the Circleville area in eastern Williamson County to northern Georgetown, referred to as the Georgetown Regional Water Initiative. This transmission line will move treated groundwater from new supply sources farther east into Georgetown's existing water system to enhance reliability, flexibility, and long term resiliency. In May, the City Council authorized the City to apply for up to $274,000,000 in low interest financing from the Texas Water Development Board (TWDB). TWDB adopted a resolution approving the City's application in July, and the City must now execute financing agreements with TWDB for the first two issuances in order to move forward with the first round of low interest financing this fall.

These financing agreements authorize the City to sell the TWDB Georgetown Utility System Revenue Bonds in two series for a total of $46,000,000 in low interest financing for 2026:

- 2026 Series B in an amount of $29,000,000
- 2026 Series C in an amount of $17,000,000

FINANCIAL IMPACT:

SUBMITTED BY:
Zane Brown, City Manager's Office

ATTACHMENTS:
Resolution Approving Financing Agreements (with Exhibit).pdf

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS APPROVING FINANCING AGREEMENTS BETWEEN THE CITY OF GEORGETOWN, TEXAS AND THE TEXAS WATER DEVELOPMENT BOARD AND OTHER MATTERS IN CONNECTION THEREWITH; REPEALING CONFLICTING RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the City of Georgetown, Texas (the "City") is a duly incorporated home rule city, operating and existing under the Texas Constitution and laws of the State of Texas, including its Charter; and

WHEREAS, on May 12, 2026, the City Council of the City of Georgetown approved a resolution authorizing an application (the "Application") to the Texas Water Development Board (the "TWDB") requesting financial assistance to finance the construction of certain water supply project(s) as described in the Application (the "Project"); and

WHEREAS, on July 23, 2026, the TWDB adopted a resolution approving the Application and committed in a multi-year commitment, subject to certain conditions, to purchase utility revenue bonds issued by the City; and

WHEREAS, in connection with the first two issuances of utility revenue bonds anticipated to be issued simultaneously under such commitment, the TWDB has presented to the City financing agreements attached hereto as Exhibit A (collectively, the "Financing Agreements"); and

WHEREAS, it is hereby found and determined that it is necessary and in the best interest of the City to approve the Financing Agreements; and

WHEREAS, it is hereby further officially found and determined that public notice of the time, place, and purpose of this meeting was given, all as required by Texas Government Code, Chapter 551.

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

Section 1. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section.

Section 2. The Financing Agreements are hereby approved and the City's Water Utilities Director is hereby authorized and directed to execute the Financing Agreements in substantially the forms and substance attached hereto as Exhibit A with such changes as may be approved by the City Attorney and bond counsel to the City. The City's Water Utilities Director is hereby delegated the authority to confer with the City's Chief Financial Officer of the City regarding approval of TWDB

financing rates in accordance with the Financing Agreements. The City's Water Utilities Director is authorized to take such actions as necessary to implement this Resolution.

Section 3. It is hereby officially found and determined that the meeting at which this Resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Tex. Gov't. Code.

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

Section 5. If any provision of this resolution, or application thereof, to any person or circumstance, shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this resolution, which can be given effect without the invalid provision or application, and to this end the provisions of this resolution are hereby declared to be severable.

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

[The Remainder of This Page Intentionally Left Blank]

PASSED AND APPROVED THIS AUGUST 25, 2026.

ATTEST:

_____
Robyn Densmore, City Secretary

THE CITY OF GEORGETOWN:

_____
Josh Schroeder, Mayor

APPROVED AS TO FORM:

_____
Skye Masson, City Attorney

[SEAL]

Exhibit A

FINANCING AGREEMENTS

FINANCING AGREEMENT

This FINANCING AGREEMENT (Agreement) is entered into between the TEXAS WATER DEVELOPMENT BOARD (TWDB), and the CITY OF GEORGETOWN (City). The TWDB and the City may be referred to as the "Party or the Parties" in this Agreement.

RECITALS

The TWDB adopted Resolution 26-087 (Attachment A referred to as the Resolution) on July 23, 2026, making a commitment to the City for financial assistance in a total amount of $274,000,000 (TWDB Commitment) from the State Water Implementation Revenue Fund for Texas (SWIRFT)] or the Financial Assistance Account of the Development Fund II (DFund II) as the source account as determined by the Executive Administrator.

Through this Agreement, the City intends to sell to the TWDB the City's $29,000,000 City of Georgetown, Texas Utility System Revenue Bonds , Proposed Series 2026B (City Bonds) for the TWDB's financial assistance as further described in Attachment B.

The SWIRFT is funded in part with proceeds of the expected issuance of TWDB's revenue bonds (SWIRFT Bonds), issued under authority of Texas Water Code §§ 15.472 and 15.475, and Texas Constitution, Article III, Section 49-d-13.

The SWIRFT is funded, in part, with money received as repayment of financial assistance provided from the SWIRFT, under Texas Water Code § 15.472, which is used to pay the principal and interest on the SWIRFT Bonds, under Texas Water Code § 15.474, and Texas Constitution, Article III, Section 49-d-13(d) and (f).

The SWIRFT Bonds are additionally secured by money made available under the terms of a bond enhancement agreement executed under authority of Texas Water Code §§ 15.434 and 15.435, and Texas Constitution, Article III, Section 49-d-12.

DFund II is funded, in part, with proceeds of the expected issuance of TWDB's Water Financial Assistance Bonds authorized under Texas Water Code § 17.959 and Texas Constitution, Article III, Sections 49-d-8, 49-d-9, 49-d-11, and money received as repayment of financial assistance provided from DFund II used to pay the principal and interest on such Bonds.

The Resolution provides that funding the TWDB Commitment is contingent on future sales of SWIRFT Bonds designated by the TWDB or a future sale of DFunds II Bonds or on

the availability of funds on hand.

The Resolution authorizes the Executive Administrator of the TWDB to determine the source account, whether the SWIRFT or DFund II.

The TWDB intends to provide financial assistance from the SWIRFT to the City with proceeds of SWIRFT Bonds or from DFund II Bonds to the City.

The TWDB and the City desire to enter into this Agreement to set forth the obligations of the Parties with respect to the TWDB providing financial assistance to the City.

NOW, THEREFORE, for and in consideration of the promises and the mutual covenants contained in this Agreement, the TWDB and the City agree as follows:

AGREEMENT

SECTION 1. MUTUAL COMMITMENT. As further described in the Resolution, the TWDB committed to provide financial assistance to the City and the City hereby commits to borrow from the TWDB an amount not to exceed $274,000,000 from the SWIRFT or DFund II (collectively or individually the TWDB Bonds) to be evidenced by the issuance and delivery of City Bonds to the TWDB consistent with the terms and conditions described in this Agreement, Attachment A and Attachment B and, for SWIRFT, Attachment C. The City agrees that the Executive Administrator of the TWDB will determine the source account, whether the SWIRFT or the DFund II.

SECTION 2. TRANSACTION SCHEDULE AND EARLY REDEMPTION. By execution of this Agreement, the City acknowledges and represents that it has a current need for financial assistance from the TWDB and will take all necessary steps to issue and deliver the City Bonds to evidence the TWDB Commitment described in Section 1. The City further acknowledges and understands that the TWDB is entering into this Agreement for the sole purpose of issuing SWIRFT Bonds to fund the TWDB commitment described in the Resolution and in this Agreement. The City acknowledges that the SWIRFT Bonds, the subject of this Agreement, are being issued for the purpose of funding the City's requested financial assistance.

With respect to the City Bonds and the SWIRFT Bonds, the Parties agree to structure such public securities in a manner that will allow for substantially similar terms, redemption provisions, and related matters to allow the TWDB to timely pay the debt service on the SWIRFT Bonds. The foregoing notwithstanding, the TWDB consents to early redemption, or prepayment of the City Bonds, as provided for in this Agreement and the Resolution. The City Bonds may be prepaid by the City on any date beginning on or after the first scheduled interest payment date that occurs no earlier than 10 years from the dated date of the City Bonds. To confirm the terms of the City Bonds and the SWIRFT Bonds, the City shall execute this Agreement.

To confirm the terms of the City Bonds and the DFund Bonds, the City must execute this Agreement. The foregoing notwithstanding, the TWDB consents to early redemption, or prepayment, of the City Bonds, as provided for in this Agreement and the accompanying TWDB Resolution attached as Attachment A. The City Bonds may be prepaid by the City on any date beginning on or after the first scheduled interest payment date that occurs no earlier than 10 years from the dated date of the City Bonds.

To mutually assure the performance of the Parties under this Agreement, the Parties agree that the issuance and delivery of the TWDB Bonds and the issuance and delivery of the City's Bonds to TWDB must occur not more than sixty-four (64) days apart as reflected in Attachment C. Failure by the City to issue and deliver to the TWDB the City's Bonds will result in the City being liable to the TWDB for the stipulated damages agreed to by the Parties in Section 3 of this Agreement.

SECTION 3. BINDING COMMITMENT. The TWDB agrees to take all necessary steps to issue the TWDB Bonds for the purposes described in this Agreement and in the Resolution upon receipt of this Agreement, which shall be signed and delivered by the City to the Executive Administrator of the TWDB at least seventeen (17) days before the initiation of the pricing of the TWDB Bonds, as set forth in Attachment C. The City acknowledges that the schedule provided in Attachment C is a best estimate by the TWDB and is subject to change by the TWDB. The TWDB expressly reserves the right to modify Attachment C at any time and shall provide the City with an updated Attachment C as soon as practicable upon any modification; provided that, if such modification of Attachment C occurs before the initiation of pricing of the TWDB Bonds and such modification results in an earlier scheduled pricing date, no such modification of Attachment C may result in the City having fewer than five (5) days between the receipt of the modified schedule and the TWDB posting the Preliminary Official Statement for the TWDB Bonds.

SECTION 4. BREACH OF AGREEMENT, LIQUIDATED DAMAGES.

A. The Parties agree that the City may terminate this Agreement in writing with no penalty at any time up to fourteen (14) days before the initiation of the pricing of the TWDB Bonds, as set forth in Attachment C.

B. The City understands and agrees that the City may terminate this Agreement in writing between thirteen (13) days and six (6) days prior to the initiation of the pricing of the TWDB Bonds (currently estimated to occur on September 25, 2026) as set forth in Attachment C, provided the City agrees to reimburse the TWDB from lawfully available funds of the City for its proportional share of transaction costs incurred by the TWDB, such as, but not limited to, any fees or costs related to any rating agency, financial advisor, legal counsel, or other similar party or related costs pertaining to the TWDB Bonds in an amount not to exceed $31,830 (Transaction Cost Payment). The City shall be obligated to pay such costs to the TWDB no later than March 4, 2027.

C. The City understands and agrees that the City may terminate this Agreement in writing within five (5) days prior to the initiation of the pricing of the TWDB Bonds as set forth in Attachment C and no later than 9:00 am Central Standard Time on the day before the TWDB Bond Pricing, provided the City agrees to pay to the TWDB from lawfully available funds 1.0 percent of the amount of the commitment authorized in Section 1 of this Agreement (Pre-pricing Termination Payment), and additionally shall reimburse the TWDB from lawfully available funds of the City its Transaction Cost Payment. The City shall be obligated to pay such costs to the TWDB no later than March 4, 2027. The City understands and agrees that termination under this section will result in a total penalty amount of $321,830.

D. The City understands and agrees that TWDB would suffer and incur severe and irreparable damages if the City Bonds are not issued and delivered. Failure to issue the City Bonds by the date specified in Attachment C, as contemplated in this Agreement, shall be a breach of this Agreement and the City shall pay, from lawfully available funds of the City, a "Post-pricing Termination Payment" to the TWDB. The Post-pricing Termination Payment shall be an amount equal to 5.0 percent of the amount of the commitment authorized in Section 1 of this Agreement. The City shall pay the Post-pricing Termination Payment to the TWDB no later than March 4, 2027. The City shall also reimburse the TWDB from lawfully available funds of the City, its Transaction Cost Payment, plus the City's proportional share of the underwriters' discount incurred by the TWDB, no later than March 4, 2027. The City understands and agrees that failure by the City to issue the City Bonds by the date specified in Attachment C, will result in a total penalty amount pursuant to this section not to exceed $1,619,580.

SECTION 5. AMORTIZATION STRUCTURE. The City shall provide the TWDB a maturity schedule in the form set forth in Attachment B at the time of execution of this Agreement. A final amortization structure will be required at least fourteen (14) days before the initiation of pricing of the TWDB Bonds in accordance with the provisions of this Agreement. The par amount included in Attachment B may be revised, subject to approval by the Executive Administrator of the TWDB, at any time up to the fourteenth (14) day before the initiation of pricing of the TWDB Bonds with no penalty.

The final amortization schedule adopted by the City as included in the City's Private Placement Memorandum and Bond Resolution must reflect the final amortization structure set forth in Attachment B. The City must provide the TWDB a final amortization schedule at least seven (7) days prior to adoption of City's Bond Resolution. To the extent the amortization schedule included in Attachment B does not match the amortization schedule included in the finally adopted bonds, the City will be subject to the damages described above in Section 4D.

SECTION 6. CONTINGENCIES AND TERMINATION.

A. The Parties agree that the TWDB's obligation to purchase the City's Bonds with the TWDB

Bond proceeds is contingent upon the TWDB receiving all legally required approvals for the issuance of the TWDB Bonds from the Legislative Budget Board, the Bond Review Board, and the Texas Attorney General. The TWDB's obligation to purchase the City's Bonds with the TWDB is also contingent upon the purchase and delivery of the TWDB Bond proceeds by the underwriters pursuant to the Bond Purchase Agreement relating to the TWDB Bonds.

Accordingly, if any contingency described in the preceding paragraph above is unmet, the TWDB, upon delivery of written notice thereof to the City, may extend or terminate this Agreement together with all of its obligations and duties without incurring any cost, fee, or penalty for either the TWDB or the City.

B. The Parties agree that the City's obligation to issue and deliver the City Bonds is contingent upon approval by the Texas Attorney General of the City Bonds. The City agrees to use its best efforts to obtain approval by the Texas Attorney General of the City Bonds to satisfy the closing requirements set forth in Section 2 of this Agreement. To this end, the City agrees as follows:

(1) City shall timely file the transcript of proceedings for the City Bonds with the Texas Attorney General in accordance with the schedule contained in Attachment C;

(2) City shall comply with the requirements and conditions contained in the Resolution;

(3) City shall provide the TWDB with a copy of the preliminary approval letter from the Texas Attorney General promptly upon receipt;

(4) City shall provide the TWDB with a copy of its responses to the preliminary approval letter concurrently with the submission of such responses to the Texas Attorney General; and

(5) City shall allow TWDB to brief the Texas Attorney General on any issues noted in the preliminary approval letter and initiate or participate in conferences with the Texas Attorney General related to the approval of the City Bonds.

Accordingly, if, after the City employs its best efforts to obtain approval by the Texas Attorney General and such approval cannot be obtained by the date specified in Attachment C, the TWDB, as a matter of law, at its sole discretion, may terminate this Agreement and upon termination the City shall pay, from any of its lawfully available funds, the Post-pricing Termination Payment no later than March 4, 2027, as provided in Section 4D. The City shall also reimburse the TWDB from lawfully available funds of the City its Transaction Cost Payment plus the City's proportional share of the underwriters' discount no later than March 4, 2027. The City understands and agrees that if the City does not obtain approval from the Texas Attorney General and issue its City Bonds by the date specified in Attachment C, it will be subject to total damages pursuant to this section not to exceed $1,619,580.

SECTION 7. REDEMPTION OF OUTSTANDING DEBT. Proceeds of the City Bonds shall not be used, in whole or in part, to redeem outstanding bonds, commercial paper, or other obligations issued by the City. The City agrees that it will not take or fail to take any action that will cause the TWDB Bonds to be considered to be advance refunding bonds under Section 149(d) of the Internal Revenue Code of 1986, as amended.

SECTION 8. NOTICES. All notices, agreements or other communications required by this Agreement will be given, and will be deemed given, when delivered in writing to the address, facsimile, or email of the identified Party or Parties set forth below:

Texas Water Development Board Development Fund Manager P.O. Box 13231 Austin, Texas 78711-3231 Telephone (512) 475-4584 Facsimile (512) 475-2053	City of Georgetown Attn: <<ENTITY CONTACT>>[insert title, not name] <<ENTITY ADDRESS>> Telephone: Facsimile: E-mail:

SECTION 9. SEVERABILITY. In the event any provision of this Agreement is held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate, render unenforceable or otherwise affect any other provisions.

SECTION 10. AMENDMENTS, SUPPLEMENTS AND MODIFICATIONS. Other than the changes allowed under Section 3 and Section 5, this Agreement may be amended, supplemented, or modified only in a writing executed by duly authorized representatives of the Parties.

SECTION 11. APPLICABLE LAW. This Agreement and any amendments will be governed by and construed in accordance with the laws of the State of Texas.

SECTION 12. STATE AUDIT. By executing this Agreement, the City accepts the City of the Texas State Auditor's Office to conduct audits and investigations in connection with all state funds received pursuant to this Agreement. The City must comply with any directive from the Texas State Auditor and will cooperate in any such investigation or audit. The City agrees to provide the Texas State Auditor with access to any information the Texas State Auditor considers relevant to the investigation or audit.

SECTION 13. FORCE MAJEURE. Either Party to this Agreement may be excused from performance under this contract for any period when performance is prevented as the result of an act of God, strike, war, civil disturbance, or epidemic, provided that the Party experiencing the event of Force Majeure has prudently and promptly acted to take any and all steps that are within the Party's control to ensure performance and to shorten the duration of the event of Force Majeure. The Party suffering an event of Force Majeure must provide notice of the event to the other Party as soon as practicable but not later than five business days after the event. Subject to this provision, such nonperformance will not be deemed a breach or a ground for termination.

SECTION 14. EFFECTIVE DATE. This Agreement is effective as of the date of the last signature below.

SECTION 15. BINDING AGREEMENT. The execution of this Agreement has been authorized by the governing boards of both Parties. The individuals executing this Agreement have the legal City to bind each respective Party to the terms and conditions of this Agreement. The respective commitments of the TWDB and the City set forth above is binding upon the TWDB and the City upon both Parties' execution of this Agreement.

[Remainder of Page Intentionally Left Blank]

EXECUTED in multiple counterparts, each of which shall be deemed to be an original.

THE CITY OF GEORGETOWN

By: _____
Name: <<RESPONSIBLE OFFICIAL>>
Title: <<TITLE>>

Date: _____

TEXAS WATER DEVELOPMENT BOARD

By: _____
Name: Bryan McMath
Title: Executive Administrator

Date: _____

ATTACHMENT A

TWDB RESOLUTION NO. 26-087

A RESOLUTION OF THE TEXAS WATER DEVELOPMENT BOARD APPROVING AN APPLICATION FOR FINANCIAL ASSISTANCE TO THE CITY OF GEORGETOWN IN THE FORM OF A MULTI-YEAR COMMITMENT THROUGH THE PROPOSED PURCHASE OF $274,000,000 CITY OF GEORGETOWN, TEXAS UTILITY SYSTEM REVENUE BONDS, PROPOSED SERIES 2006 THROUGH PROPOSED SERIES 2028

(26-087)

Recitals:

The City of Georgetown (City), located in Williamson County, has filed an application for financial assistance in the amount of $274,000,000 to finance the planning, design, and construction of a water supply project to be located in Williamson, Bell, and Burnet Counties identified as Project No. 51106 (Project).

The City qualifies for financial assistance from the Texas Water Development Board (TWDB) in the form of a multi-year commitment through the TWDB's proposed purchase of $274,000,000 City of Georgetown Texas Utility System Revenue Bonds, Proposed Series 2026 through Series 2028 (Obligations), together with all authorizing documents, as is more specifically set forth in the application and in recommendations of the Executive Administrator's staff.

The City has offered a pledge of System Revenues as sufficient security for the repayment of the Obligations.

The commitment is approved for funding under the TWDB's pre-design funding option, and initial and future releases of funds are subject to 31 TAC § 363.1307.

Subject to the City's use of an approved debt service structure, the interest on and principal of the Obligations may be deferred for up to eight years.

Subject to the City's use of an approved debt service structure, the interest rate subsidy applicable to each subsequent proposed series may be different than the interest rate subsidy available for State Fiscal Year 2026 and will be set through each financing agreement executed between the TWDB and the City.

The interest rate subsidies as approved by the Board at its April 16, 2026 meeting, are based on assumptions necessary to generate an optimum debt service structure for the anticipated TWDB State Water Implementation Fund for Texas (SWIFT) bond issuance and are subject to modification as necessary to preserve and maintain the integrity of the SWIFT Program. The subsidies will be available to the City without regard to the source of funds.

In accordance with Texas Water Code § 17.124, the TWDB has considered all matters required by law and in particular the following:

1. The needs of the area to be served by the water supply project, the benefit of the water supply project to the area, the relationship of the water supply project to the

overall, statewide water needs, and the relationship of the water supply project to the approved regional and state water plans.

2. And the availability of revenue to the City, from all sources, for the ultimate repayment of the cost of the water supply project, including interest.

Findings:

1. The application and assistance applied for meet the requirements of Texas Water Code, Chapter 15, Subchapters G and H and 31 TAC Chapter 363, Subchapters A and M; or the requirements of Chapter 17, Subchapters D, E, and L, and the TWDB's rules set forth in 31 TAC Chapter 363, Subchapter A.

2. The Project is a recommended water management strategy project in the State Water Plan adopted pursuant to Texas Water Code § 16.051, in accordance with Texas Water Code § 15.474(a).

3. The public interest requires state assistance in the financing of this project, in accordance with Texas Water Code § 17.125(a)(1).

4. The City has adopted and implemented a water conservation plan in accordance with Texas Water Code § 16.4021 and 31 TAC § 363.1309(b)(1).

5. The City has completed its current water audit and filed it with the TWDB in accordance with Texas Water Code §§ 16.0121 and 16.053(j) and 31 TAC § 358.6.

NOW THEREFORE, based on these findings, the TWDB commits to the following:

1. A commitment is made by the TWDB to the City of Georgetown, Texas for financial assistance in the amount of $274,000,000 from the State Water Implementation Revenue Fund for Texas or from the Financial Assistance Account of the Texas Water Development Fund II to be evidenced by the TWDB's proposed purchase of $274,000,000 City of Georgetown Texas Utility System Revenue Bonds, Proposed Series 2026 through Proposed Series 2029.

2. The TWDB will provide financial assistance to The City of Georgetown in the amount of $274,000,000 from the State Water Implementation Revenue Fund for Texas or from the Financial Assistance Account of the Texas Water Development Fund II to be evidenced by the TWDB's proposed purchase of one or more The City of Georgetown Texas Utility System Revenue Bonds as follows.

   a. $29,000,000 Proposed Series 2026, to expire on December 31, 2026;
   b. $17,000,000 Proposed Series 2026, to expire on December 31, 2026;
   c. $111,000,000 Proposed Series 2027, to expire on December 31, 2027;
   d. $117,000,000 Proposed Series 2028, to expire on December 31, 2028.

3. The Executive Administrator is authorized to determine the source account, whether the State Water Implementation Revenue Fund for Texas or the Financial Assistance

Account of the Texas Water Development Fund II for the initial series and each subsequent series.

The commitment is subject to the following:

Standard Conditions:

1. This commitment is contingent on a future sale of bonds by the TWDB or on the availability of funds on hand as determined by the TWDB.

2. This commitment is contingent upon the issuance of a written approving opinion of the Attorney General of the State of Texas stating that the City has complied with all of the requirements of the laws under which the Obligations were issued; that the Obligations were issued in conformance with the Constitution and laws of the State of Texas; and that the Obligations are valid and binding obligations of the City.

3. This commitment is contingent upon the City's continued compliance with all applicable laws, rules, policies, and guidance as these may be amended from time to time to adapt to a change in law, in circumstances, or any other legal requirement.

4. This commitment is contingent upon the City executing a separate financing agreement, approved as to form and substance by the Executive Administrator, and submitting the executed agreement to the TWDB consistent with the terms and conditions described in it.

5. Interest rate subsidies for non-level debt service structure are subject to adjustment by the Executive Administrator.

6. The City shall use a paying agent/registrar in accordance with 31 TAC § 363.42(c)(2) and shall require the paying agent/registrar to provide a copy of all receipts documenting debt service payments to the TWDB and to the TWDB's designated Trustee.

Required Obligation Conditions:

7. The Obligations must provide that the Obligations can be called for early redemption on any date beginning on or after the first interest payment date that is 10 years from the dated date of the Obligations, at a redemption price of par, together with accrued interest to the date fixed for redemption.

8. The Obligations must provide that the City will comply with all applicable TWDB laws and rules related to the use of the financial assistance.

9. The Obligations must provide that the City must comply with all conditions as specified in the final environmental finding of the Executive Administrator when issued, including the standard emergency discovery conditions for threatened and endangered species and cultural resources.

10. The Obligations must contain a provision requiring the City to maintain insurance coverage sufficient to protect the TWDB's interest in the project.

11. The Obligations must include a provision wherein the City, or an obligated person for whom financial or operating data is presented to the TWDB in the application for financial assistance either individually or in combination with other issuers of the City's Obligations or obligated persons, will, at a minimum, regardless of the amount of the Obligations, covenant to comply with requirements for continuing disclosure on an ongoing basis substantially in the manner required by the Securities and Exchange Commission (SEC) in 17 CFR § 240.15c2-12 (Rule 15c2-12) and determined as if the TWDB were a Participating Underwriter within the meaning of SEC rule 15c2-12, the continuing disclosure undertaking being for the benefit of the TWDB and the beneficial owners of the City's Obligations, if the TWDB sells or otherwise transfers the Obligations, and the beneficial owners of the TWDB's bonds if the City is an obligated person with respect to the bonds under SEC Rule 15c2-12.

12. The Obligations must require the City to levy a tax or maintain and collect sufficient rates and charges to produce system revenues in an amount necessary to meet the debt service requirements of all outstanding obligations and to maintain the funds established and required by the Obligations.

13. The Obligations must require the City to use any surplus financial assistance proceeds from the Obligations remaining after completion of the Project and completion of a final accounting in a manner approved by the Executive Administrator.

14. The Obligations must provide that the TWDB may exercise all remedies available to it in law or equity, and any provision of the Obligations that restricts or limits the TWDB's full exercise of these remedies shall be of no force and effect.

15. Financial assistance proceeds are public funds. Therefore, the Obligations must require that these proceeds be held at a designated state depository institution or other properly chartered and authorized institution in accordance with the Public Funds Investment Act, Government Code, Chapter 2256, and the Public Funds Collateral Act, Government Code, Chapter 2257.

16. Financial assistance proceeds shall not be used by the City when sampling, testing, removing, or disposing of contaminated soils or media at the Project site. The Obligations must provide that the City is solely responsible for liability resulting from acts or omissions of the City, its employees, contractors, or agents arising from the sampling, analysis, transport, storage, treatment, recycling, and disposition of any contaminated sewage sludge, contaminated sediments or contaminated media that may be generated by the City, its contractors, consultants, agents, officials, and employees as a result of activities relating to the Project to the extent permitted by law.

17. The Obligations must contain a provision that the TWDB will purchase the Obligations, acting through the TWDB's designated Trustee, and the Obligations shall

be registered in the name of Cede & Co. and closed in book-entry-only form in accordance with 31 TAC § 363.42(c)(1).

18. The City must abide by all applicable construction contract requirements related to the use of iron and steel products produced in the United States, as required by Texas Government Code, Chapter 2252, Subchapter G and Texas Water Code § 17.183.

19. The City must immediately notify TWDB in writing of any suit against it by the Attorney General of Texas under Texas Government Code § 2.103 and Texas Penal Code § 1.10(f), related to federal laws regulating firearms, firearm accessories, and firearm ammunition.

20. The Obligations must require the City to submit annually an audit prepared by a certified public accountant in accordance with generally accepted auditing standards.

21. The Obligations must include a provision that, if the collateral or credit pledged by the City securing the Obligations is rated by a nationally-recognized statistical rating agency, the City, or other obligated person, will not discontinue the rating issued by a nationally-recognized statistical rating agency until the underlying Obligations are retired or no longer held by TWDB.

Tax-Exempt Conditions:

22. The Obligations must prohibit the City from using the proceeds of this financial assistance in a manner that would cause the Obligations to become "private activity bonds" within the meaning of section 141 of the Internal Revenue Code as amended (Code) and the Treasury Regulations promulgated under it (Regulations).

23. The Obligations must provide that no portion of the proceeds of the financial assistance will be used, directly or indirectly, in a manner that would cause the Obligations to be "arbitrage bonds" within the meaning of section 148(a) of the Code and Regulations, including to acquire or to replace funds that were used, directly or indirectly, to acquire Nonpurpose Investments, as defined in the Code and Regulations, that produce a yield materially higher than the yield on the TWDB's bonds issued to provide the financial assistance (Source Series Bonds), other than Nonpurpose Investments acquired with;

    a. proceeds of the TWDB's Source Series Bonds invested for a reasonable temporary period of up to three (3) years after the issue date of the Source Series Bonds until the proceeds are needed for the facilities to be financed;

    b. amounts invested in a bona fide debt service fund within the meaning of section 1.148-1(b) of the Regulations; and

    c. amounts deposited in any reasonably required reserve or replacement fund to the extent the amounts do not exceed the lesser of maximum annual debt service on the Obligations, 125% of average annual debt service on the

Obligations, or 10 percent of the stated principal amount (or, in the case of a discount, the issue price) of the Obligations.

24. The Obligations must require the City to take all necessary steps to comply with the requirement that amounts earned on the investment of gross proceeds of the Obligations be rebated to the federal government in order to satisfy the requirements of section 148 of the Code. The Obligations must provide that the City will:

    a. account for all Gross Proceeds, as defined in the Code and Regulations, (including all receipts, expenditures, and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures, and investments thereof) and retain all records of the accounting for at least six years after the final Computation Date. The City may, however, to the extent permitted by law, commingle Gross Proceeds of its financial assistance with other money of the City, provided that the City separately accounts for each receipt and expenditure of the Gross Proceeds and the obligations acquired with the Gross Proceeds;

    b. calculate the Rebate Amount, as defined in the Code and Regulations, with respect to its financial assistance, not less frequently than each Computation Date, in accordance with rules set forth in section 148(f) of the Code, section 1.148-3 of the Regulations, and the associated rulings. The City shall maintain a copy of the calculations for at least six years after the final Computation Date;

    c. pay to the United States the amount described in paragraph (b) above within 30 days after each Computation Date as additional consideration for providing financial assistance and in order to induce providing financial assistance by measures designed to ensure the excludability of the interest on the TWDB's Source Series Bonds from the gross income of the owners of TWDB's Bonds for federal income tax purposes;

    d. exercise reasonable diligence to ensure that no errors are made in the calculations required by paragraph (b) and, if an error is made, to discover and promptly correct the error within a reasonable amount of time, including payment to the United States of any interest and any penalty required by the Regulations.

25. The Obligations must include a provision prohibiting the City from taking any action that would cause the interest on the Obligations to be includable in gross income for federal income tax purposes.

26. The Obligations must provide that the City will not cause or permit the Obligations to be treated as "federally guaranteed" obligations within the meaning of section 149(b) of the Code.

27. The Obligations must contain a covenant that the City will refrain from using the proceeds of the Obligations to pay debt service on another issue of the borrower's

obligations in contravention of section 149(d) of the Code (related to "advance refundings").

28. The Obligations must provide that neither the City nor a party related to it will acquire any of the TWDB's Source Series Bonds in an amount related to the amount of the Obligations to be acquired from the City by the TWDB.

Pledge Conditions:

29. The Obligations must require the accumulation of a reserve fund of no less than average annual debt service requirements, to be accumulated in equal monthly installments over the initial sixty (60) months following the issuance of the Obligations.

30. The Obligations must contain a provision providing that additional revenue obligations may only be incurred if net system revenues are at least 1.25 times the average annual debt service requirements after giving effect to the additional obligations when net revenues are (a) determined from the last completed fiscal year or a 12 consecutive calendar month period ending not more than ninety (90) days preceding the adoption of the additional obligations as certified by a certified public accountant; or (b) the City certifies that the City is expected to continue to meet or exceed the net system revenue test with a minimum coverage of 1.25 times the average annual debt service requirement. An authorized representative of the City must provide the calculations, identifying reasonable assumptions, in a manner and format that is acceptable to the Executive Administrator.

31. The Obligations must provide that the pledged contract revenues from the City may not be pledged to the payment of any additional parity obligations of the City secured by a pledge of the same contract revenues unless the City demonstrates to the Executive Administrator's satisfaction that the pledged contract revenues will be sufficient for the repayment of all Obligations and additional parity obligations.

32. Before closing, the City must submit executed contracts between the City and the contracting parties regarding the contract revenues pledged to the payment of the City's Obligations, in form and substance acceptable to the Executive Administrator. The contracts must include provisions consistent with the provisions of this Resolution regarding the contracting parties' annual audits, the setting of rates and charges, and collection of revenues sufficient to meet the City's debt service obligations and additional parity obligations.

Conditions To Close Or For Release Of Funds:

33. Before closing, the City must submit documentation evidencing the adoption and implementation of sufficient system rates and charges or, if applicable, the levy of an interest and sinking tax rate sufficient for the repayment of all system debt service requirements.

34. Before closing, if not previously provided with the application, the City shall submit executed contracts for engineering and, if applicable, financial advisor and bond counsel for the Project that are satisfactory to the Executive Administrator. Fees to be reimbursed under the contracts must be reasonable in relation to the services performed, reflected in the contract, and acceptable to the Executive Administrator.

35. Before closing, when any portion of financial assistance is to be held in escrow or in trust, the City shall execute an escrow agreement or trust agreement, approved as to form and substance by the Executive Administrator, and shall submit that executed agreement to the TWDB.

36. Before closing, the City shall provide certification that the average weighted maturity of the Obligations purchased by the TWDB does not exceed 120% of the average reasonably expected economic life of the Project.

37. Before closing, the City shall submit to the escrow agent a closing memo signed by the Executive Administrator.

38. Before closing, the City's bond counsel must prepare a written opinion that states that the interest on the Obligations is excludable from gross income or is exempt from federal income taxation. Bond counsel may rely on covenants and representations of the City when rendering this opinion.

39. Before closing, the City's bond counsel must prepare a written opinion that states that the Obligations are not "private activity bonds." Bond counsel may rely on covenants and representations of the City when rendering this opinion.

40. The transcript must include a No Arbitrage Certificate or similar Federal Tax Certificate setting forth the City's reasonable expectations regarding the use, expenditure, and investment of the proceeds of the Obligations.

41. The transcript must include evidence that the information reporting requirements of section 149(e) of the Internal Revenue Code will be satisfied. This requirement may be satisfied by filing an IRS Form 8038 with the Internal Revenue Service. In addition, the applicable completed IRS Form 8038 or other evidence that the information reporting requirements of section 149(e) have been satisfied must be provided to the Executive Administrator within fourteen (14) days of closing. The Executive Administrator may withhold the release of funds for failure to comply.

Special Conditions:

42. Before the release of funds for the costs of planning, engineering, architectural, legal, title, fiscal, economic investigation, studies, surveys, or designs for that portion of the Project that proposes surface water or groundwater development, the Executive Administrator must have either issued a written finding that the City has the right to use the water that the Project financed by the TWDB will provide or a written determination that a reasonable expectation exists that such a finding will be made before the release of funds for construction.

43. Before the release of construction funds for that portion of a Project that proposes surface water or groundwater development, the Executive Administrator must have issued a written finding that the City has the right to use the water that the Project financed by the TWDB will provide.

APPROVED and ordered of record this the 23rd day of July 2026.

TEXAS WATER DEVELOPMENT BOARD

L'Oreal Stepney

L'Oreal Stepney, P.E., Chairwoman

DATE SIGNED: 7/23/26

ATTEST:

Bryan McMath, Executive Administrator

ATTACHMENT B

DESCRIPTION OF BORROWER BONDS

Title of Borrower Bonds: $29,000,000 City of Georgetown Utility System Revenue Bonds, Series 2026B (Low Interest)

Project Name: Lee-Bastrop County Groundwater project

Project Number: 51106

Aggregate Principal Amount of Borrower Bonds: $29,000,000

Anticipated Closing Date: 11/10/2026

Dated Date: 11/10/2026

First Principal Payment Date: 8/15/2028

First Interest Payment Date: 2/15/2027

Maturity Schedule:

Maturity **Principal Amount**

Maturity Date	Principal Payment	Maturity Date	Principal Payment
8/15/2028	$ 600,000	8/15/2043	$ 965,000
8/15/2029	615,000	8/15/2044	1,000,000
8/15/2030	630,000	8/15/2045	1,040,000
8/15/2031	645,000	8/15/2046	1,085,000
8/15/2032	665,000	8/15/2047	1,130,000
8/15/2033	685,000	8/15/2048	1,175,000
8/15/2034	705,000	8/15/2049	1,225,000
8/15/2035	730,000	8/15/2050	1,280,000
8/15/2036	750,000	8/15/2051	1,335,000
8/15/2037	775,000	8/15/2052	1,395,000
8/15/3038	805,000	8/15/2053	1,460,000
8/15/2039	830,000	8/15/2054	1,525,000
8/15/2040	865,000	8/15/2055	1,595,000
8/15/2041	895,000	8/15/2056	1,665,000
8/15/2042	930,000		

***preliminary based on current rates provided by TWDB**

ATTACHMENT C
FINANCING SCHEDULE*

DATE	ACTION
07/23/2026	**TWDB approval of commitments**
09/7/2026	*Labor Day Holiday***
09/4/2026	***Financing agreement – last day to execute (19 calendar days prior to initiation of pricing)***
09/9/2026	Financing agreement (Sec. 4A) - last day political subdivisions can terminate without penalty (14 calendar days prior to initiation of pricing)
09/9/2026	Financing agreement (Sec. 5) - last day political subdivisions can modify maturity schedule (14 calendar days prior to initiation of pricing)
09/17/2026	Financing agreement (Sec. 4B) - last day political subdivisions can terminate with costs of issuance (6 calendar days prior to initiation of pricing)
09/21/2026	Financing agreement (Sec. 4C) - before 9:00 a.m. CDT political subdivisions can terminate with costs of issuance and 1% penalty (1 calendar day prior to pricing).
09/22/2026	**TWDB bond pricing initiation (pre-pricing begins)**
09/24/2026-09/25/2026	**TWDB bond pricing**
10/1/2026	TWDB approves interest rates available to political subdivisions
10/9/2026	TWDB bond closing (political subdivisions must close within 56 calendar days)
10/10/2026 to 12/11/2026	Closings on political subdivision obligations
10/12/2026	Columbus Day Holiday (TWDB open)**
Various	Political subdivisions adopt bond resolutions and/or master agreements
Various	Political subdivisions submit transcripts to Texas Attorney General in preparation of closing
11/11/2026	*Veteran's Day Holiday***
11/26/2026	*Thanksgiving Holiday***
11/27/2026	*Thanksgiving Holiday***
12/11/2026	**Last day to close on political subdivision obligations**
12/11/2026	Financing agreement (Sec. 4D) - penalty applied to any political subdivision failing to issue debt Start of post - pricing termination payment period (includes costs of issuance, underwriters' discount and 5% penalty)
03/4/2027	Last due date for payment of penalties

**Preliminary, subject to change*
***State agency holidays are reflected to show when TWDB is closed; they are counted towards deadlines.*

FINANCING AGREEMENT

This FINANCING AGREEMENT (Agreement) is entered into between the TEXAS WATER DEVELOPMENT BOARD (TWDB), and the CITY OF GEORGETOWN (City). The TWDB and the City may be referred to as the "Party or the Parties" in this Agreement.

RECITALS

The TWDB adopted Resolution 26-087 (Attachment A referred to as the Resolution) on July 23, 2026, making a commitment to the City for financial assistance in a total amount of $274,000,000 (TWDB Commitment) from the State Water Implementation Revenue Fund for Texas (SWIRFT) or the Financial Assistance Account of the Development Fund II (DFund II) as the source account as determined by the Executive Administrator.

Through this Agreement, the City intends to sell to the TWDB the City's $17,000,000 The City of Georgetown, Texas Utility System Revenue Bonds , Proposed Series 2026C (City Bonds) for the TWDB's financial assistance as further described in Attachment B.

The SWIRFT is funded in part with proceeds of the expected issuance of TWDB's revenue bonds (SWIRFT Bonds), issued under authority of Texas Water Code §§ 15.472 and 15.475, and Texas Constitution, Article III, Section 49-d-13.

The SWIRFT is funded, in part, with money received as repayment of financial assistance provided from the SWIRFT, under Texas Water Code § 15.472, which is used to pay the principal and interest on the SWIRFT Bonds, under Texas Water Code § 15.474, and Texas Constitution, Article III, Section 49-d-13(d) and (f).

The SWIRFT Bonds are additionally secured by money made available under the terms of a bond enhancement agreement executed under authority of Texas Water Code §§ 15.434 and 15.435, and Texas Constitution, Article III, Section 49-d-12.

DFund II is funded, in part, with proceeds of the expected issuance of TWDB's Water Financial Assistance Bonds authorized under Texas Water Code § 17.959 and Texas Constitution, Article III, Sections 49-d-8, 49-d-9, 49-d-11, and money received as repayment of financial assistance provided from DFund II used to pay the principal and interest on such Bonds.

The Resolution provides that funding the TWDB Commitment is contingent on future sales of SWIRFT Bonds designated by the TWDB or a future sale of DFunds II Bonds or on the availability of funds on hand.

The Resolution authorizes the Executive Administrator of the TWDB to determine the source account, whether the SWIRFT or DFund II.

The TWDB intends to provide financial assistance from the SWIRFT to the City with proceeds of SWIRFT Bonds or from DFund II Bonds to the City.

The TWDB and the City desire to enter into this Agreement to set forth the obligations of the Parties with respect to the TWDB providing financial assistance to the City.

NOW, THEREFORE, for and in consideration of the promises and the mutual covenants contained in this Agreement, the TWDB and the City agree as follows:

AGREEMENT

SECTION 1. MUTUAL COMMITMENT. As further described in the Resolution, the TWDB committed to provide financial assistance to the City and the City hereby commits to borrow from the TWDB an amount not to exceed $274,000,000 from the SWIRFT or DFund II (collectively or individually the TWDB Bonds) to be evidenced by the issuance and delivery of City Bonds to the TWDB consistent with the terms and conditions described in this Agreement, Attachment A, Attachment B, and Attachment C. The City agrees that the Executive Administrator of the TWDB will determine the source account, whether the SWIRFT or the DFund II.

SECTION 2. TRANSACTION SCHEDULE AND EARLY REDEMPTION. By execution of this Agreement, the City acknowledges and represents that it has a current need for financial assistance from the TWDB and will take all necessary steps to issue and deliver the City Bonds to evidence the TWDB Commitment described in Section 1. The City further acknowledges and understands that the TWDB is entering into this Agreement for the sole purpose of issuing TWDB Bonds to fund the TWDB commitment described in the Resolution and in this Agreement. The City acknowledges that the TWDB Bonds, the subject of this Agreement, are being issued for the purpose of funding the City's requested financial assistance.

With respect to the City Bonds and the TWDB Bonds, the Parties agree to structure such public securities in a manner that will allow for substantially similar terms, redemption provisions, and related matters to allow the TWDB to timely pay the debt service on the TWDB Bonds. The foregoing notwithstanding, the TWDB consents to early redemption, or prepayment of the City Bonds, as provided for in this Agreement and the Resolution. The City Bonds may be prepaid by the City on any date beginning on or after the first scheduled interest payment date that occurs no earlier than 10 years from the dated date of the City

Bonds. To confirm the terms of the City Bonds and the TWDB Bonds, the City shall execute this Agreement.

To mutually assure the performance of the Parties under this Agreement, the Parties agree that the issuance and delivery of the TWDB Bonds and the issuance and delivery of the City's Bonds to TWDB must occur not more than sixty-four (64) days apart as reflected in Attachment C. Failure by the City to issue and deliver to the TWDB the City's Bonds will result in the City being liable to the TWDB for the stipulated damages agreed to by the Parties in Section 3 of this Agreement.

SECTION 3. BINDING COMMITMENT. The TWDB agrees to take all necessary steps to issue the TWDB Bonds for the purposes described in this Agreement and in the Resolution upon receipt of this Agreement, which shall be signed and delivered by the City to the Executive Administrator of the TWDB at least seventeen (17) days before the initiation of the pricing of the TWDB Bonds, as set forth in Attachment C. The City acknowledges that the schedule provided in Attachment C is a best estimate by the TWDB and is subject to change by the TWDB. The TWDB expressly reserves the right to modify Attachment C at any time and shall provide the City with an updated Attachment C as soon as practicable upon any modification; provided that, if such modification of Attachment C occurs before the initiation of pricing of the TWDB Bonds and such modification results in an earlier scheduled pricing date, no such modification of Attachment C may result in the City having fewer than five (5) days between the receipt of the modified schedule and the TWDB posting the Preliminary Official Statement for the TWDB Bonds.

SECTION 4. BREACH OF AGREEMENT, LIQUIDATED DAMAGES.

A. The Parties agree that the City may terminate this Agreement in writing with no penalty at any time up to fourteen (14) days before the initiation of the pricing of the TWDB Bonds, as set forth in Attachment C.

B. The City understands and agrees that the City may terminate this Agreement in writing between thirteen (13) days and six (6) days prior to the initiation of the pricing of the TWDB Bonds (currently estimated to occur on September 25, 2026) as set forth in Attachment C, provided the City agrees to reimburse the TWDB from lawfully available funds of the City for its proportional share of transaction costs incurred by the TWDB, such as, but not limited to, any fees or costs related to any rating agency, financial advisor, legal counsel, or other similar party or related costs pertaining to the TWDB Bonds in an amount not to exceed $18,659 (Transaction Cost Payment). The City shall be obligated to pay such costs to the TWDB no later than March 4, 2027.

C. The City understands and agrees that the City may terminate this Agreement in writing within five (5) days prior to the initiation of the pricing of the TWDB Bonds as set forth in Attachment C and no later than 9:00 am Central Standard Time on the day before the TWDB Bond Pricing, provided the City agrees to pay to the TWDB from

lawfully available funds 1.0 percent of the amount of the commitment authorized in Section 1 of this Agreement (Pre-pricing Termination Payment), and additionally shall reimburse the TWDB from lawfully available funds of the City its Transaction Cost Payment. The City shall be obligated to pay such costs to the TWDB no later than March 4, 2027. The City understands and agrees that termination under this section will result in a total penalty amount of $188,659.

D. The City understands and agrees that TWDB would suffer and incur severe and irreparable damages if the City Bonds are not issued and delivered. Failure to issue the City Bonds by the date specified in Attachment C, as contemplated in this Agreement, shall be a breach of this Agreement and the City shall pay, from lawfully available funds of the City, a "Post-pricing Termination Payment" to the TWDB. The Post-pricing Termination Payment shall be an amount equal to 5.0 percent of the amount of the commitment authorized in Section 1 of this Agreement. The City shall pay the Post-pricing Termination Payment to the TWDB no later than March 4, 2027. The City shall also reimburse the TWDB from lawfully available funds of the City, its Transaction Cost Payment, plus the City's proportional share of the underwriters' discount incurred by the TWDB, no later than March 4, 2027. The City understands and agrees that failure by the City to issue the City Bonds by the date specified in Attachment C, will result in a total penalty amount pursuant to this section not to exceed $949,409.

SECTION 5. AMORTIZATION STRUCTURE. The City shall provide the TWDB a maturity schedule in the form set forth in Attachment B at the time of execution of this Agreement. A final amortization structure will be required at least fourteen (14) days before the initiation of pricing of the TWDB Bonds in accordance with the provisions of this Agreement. The par amount included in Attachment B may be revised, subject to approval by the Executive Administrator of the TWDB, at any time up to the fourteenth (14) day before the initiation of pricing of the TWDB Bonds with no penalty.

The final amortization schedule adopted by the City as included in the City's Private Placement Memorandum and Bond Resolution must reflect the final amortization structure set forth in Attachment B. The City must provide the TWDB a final amortization schedule at least seven (7) days prior to adoption of City's Bond Resolution. To the extent the amortization schedule included in Attachment B does not match the amortization schedule included in the finally adopted bonds, the City will be subject to the damages described above in Section 4D.

SECTION 6. CONTINGENCIES AND TERMINATION.

A. The Parties agree that the TWDB's obligation to purchase the City's Bonds with the TWDB Bond proceeds is contingent upon the TWDB receiving all legally required approvals for the issuance of the TWDB Bonds from the Legislative Budget Board, the Bond Review Board, and the Texas Attorney General. The TWDB's obligation to purchase the City's Bonds with the TWDB is also contingent upon the purchase and delivery of the TWDB

Bond proceeds by the underwriters pursuant to the Bond Purchase Agreement relating to the TWDB Bonds.

Accordingly, if any contingency described in the preceding paragraph above is unmet, the TWDB, upon delivery of written notice thereof to the City, may extend or terminate this Agreement together with all of its obligations and duties without incurring any cost, fee, or penalty for either the TWDB or the City.

B. The Parties agree that the City's obligation to issue and deliver the City Bonds is contingent upon approval by the Texas Attorney General of the City Bonds. The City agrees to use its best efforts to obtain approval by the Texas Attorney General of the City Bonds to satisfy the closing requirements set forth in Section 2 of this Agreement. To this end, the City agrees as follows:

(1) City shall timely file the transcript of proceedings for the City Bonds with the Texas Attorney General in accordance with the schedule contained in Attachment C;

(2) City shall comply with the requirements and conditions contained in the Resolution;

(3) City shall provide the TWDB with a copy of the preliminary approval letter from the Texas Attorney General promptly upon receipt;

(4) City shall provide the TWDB with a copy of its responses to the preliminary approval letter concurrently with the submission of such responses to the Texas Attorney General; and

(5) City shall allow TWDB to brief the Texas Attorney General on any issues noted in the preliminary approval letter and initiate or participate in conferences with the Texas Attorney General related to the approval of the City Bonds.

Accordingly, if, after the City employs its best efforts to obtain approval by the Texas Attorney General and such approval cannot be obtained by the date specified in Attachment C, the TWDB, as a matter of law, at its sole discretion, may terminate this Agreement and upon termination the City shall pay, from any of its lawfully available funds, the Post-pricing Termination Payment no later than March 4, 2027, as provided in Section 4D. The City shall also reimburse the TWDB from lawfully available funds of the City its Transaction Cost Payment plus the City's proportional share of the underwriters' discount no later than March 4, 2027. The City understands and agrees that if the City does not obtain approval from the Texas Attorney General and issue its City Bonds by the date specified in Attachment C, it will be subject to total damages pursuant to this section not to exceed $949,409.

SECTION 7. REDEMPTION OF OUTSTANDING DEBT. Proceeds of the City Bonds shall not be used, in whole or in part, to redeem outstanding bonds, commercial paper, or other obligations issued by the City. The City agrees that it will not take or fail to take any action that will cause the TWDB Bonds to be considered to be advance refunding bonds under

Section 149(d) of the Internal Revenue Code of 1986, as amended.

SECTION 8. NOTICES. All notices, agreements or other communications required by this Agreement will be given, and will be deemed given, when delivered in writing to the address, facsimile, or email of the identified Party or Parties set forth below:

Texas Water Development Board Development Fund Manager P.O. Box 13231 Austin, Texas 78711-3231 Telephone (512) 475-4584 Facsimile (512) 475-2053	City of Georgetown Attn: <<ENTITY CONTACT>>[insert title, not name] <<ENTITY ADDRESS>> Telephone: Facsimile: E-mail:

SECTION 9. SEVERABILITY. In the event any provision of this Agreement is held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate, render unenforceable or otherwise affect any other provisions.

SECTION 10. AMENDMENTS, SUPPLEMENTS AND MODIFICATIONS. Other than the changes allowed under Section 3 and Section 5, this Agreement may be amended, supplemented, or modified only in a writing executed by duly authorized representatives of the Parties.

SECTION 11. APPLICABLE LAW. This Agreement and any amendments will be governed by and construed in accordance with the laws of the State of Texas.

SECTION 12. STATE AUDIT. By executing this Agreement, the City accepts the City of the Texas State Auditor's Office to conduct audits and investigations in connection with all state funds received pursuant to this Agreement. The City must comply with any directive from the Texas State Auditor and will cooperate in any such investigation or audit. The City agrees to provide the Texas State Auditor with access to any information the Texas State Auditor considers relevant to the investigation or audit.

SECTION 13. FORCE MAJEURE. Either Party to this Agreement may be excused from performance under this contract for any period when performance is prevented as the result of an act of God, strike, war, civil disturbance, or epidemic, provided that the Party experiencing the event of Force Majeure has prudently and promptly acted to take any and all steps that are within the Party's control to ensure performance and to shorten the duration of the event of Force Majeure. The Party suffering an event of Force Majeure must provide notice of the event to the other Party as soon as practicable but not later than five business days after the event. Subject to this provision, such nonperformance will not be deemed a breach or a ground for termination.

SECTION 14. EFFECTIVE DATE. This Agreement is effective as of the date of the last signature below.

SECTION 15. BINDING AGREEMENT. The execution of this Agreement has been authorized by the governing boards of both Parties. The individuals executing this Agreement have the legal City to bind each respective Party to the terms and conditions of this Agreement. The respective commitments of the TWDB and the City set forth above is binding upon the TWDB and the City upon both Parties' execution of this Agreement.

[Remainder of Page Intentionally Left Blank]

EXECUTED in multiple counterparts, each of which shall be deemed to be an original.

THE CITY OF GEORGETOWN

By: _____
Name: <<RESPONSIBLE OFFICIAL>>
Title: <<TITLE>>

Date: _____

TEXAS WATER DEVELOPMENT BOARD

By: _____
Name: Bryan McMath
Title: Executive Administrator

Date: _____

ATTACHMENT A

TWDB RESOLUTION NO. 26-087

A RESOLUTION OF THE TEXAS WATER DEVELOPMENT BOARD APPROVING AN APPLICATION FOR FINANCIAL ASSISTANCE TO THE CITY OF GEORGETOWN IN THE FORM OF A MULTI-YEAR COMMITMENT THROUGH THE PROPOSED PURCHASE OF $274,000,000 CITY OF GEORGETOWN, TEXAS UTILITY SYSTEM REVENUE BONDS, PROPOSED SERIES 2006 THROUGH PROPOSED SERIES 2028

(26-087)

Recitals:

The City of Georgetown (City), located in Williamson County, has filed an application for financial assistance in the amount of $274,000,000 to finance the planning, design, and construction of a water supply project to be located in Williamson, Bell, and Burnet Counties identified as Project No. 51106 (Project).

The City qualifies for financial assistance from the Texas Water Development Board (TWDB) in the form of a multi-year commitment through the TWDB's proposed purchase of $274,000,000 City of Georgetown Texas Utility System Revenue Bonds, Proposed Series 2026 through Series 2028 (Obligations), together with all authorizing documents, as is more specifically set forth in the application and in recommendations of the Executive Administrator's staff.

The City has offered a pledge of System Revenues as sufficient security for the repayment of the Obligations.

The commitment is approved for funding under the TWDB's pre-design funding option, and initial and future releases of funds are subject to 31 TAC § 363.1307.

Subject to the City's use of an approved debt service structure, the interest on and principal of the Obligations may be deferred for up to eight years.

Subject to the City's use of an approved debt service structure, the interest rate subsidy applicable to each subsequent proposed series may be different than the interest rate subsidy available for State Fiscal Year 2026 and will be set through each financing agreement executed between the TWDB and the City.

The interest rate subsidies as approved by the Board at its April 16, 2026 meeting, are based on assumptions necessary to generate an optimum debt service structure for the anticipated TWDB State Water Implementation Fund for Texas (SWIFT) bond issuance and are subject to modification as necessary to preserve and maintain the integrity of the SWIFT Program. The subsidies will be available to the City without regard to the source of funds.

In accordance with Texas Water Code § 17.124, the TWDB has considered all matters required by law and in particular the following:

1. The needs of the area to be served by the water supply project, the benefit of the water supply project to the area, the relationship of the water supply project to the

overall, statewide water needs, and the relationship of the water supply project to the approved regional and state water plans.

2. And the availability of revenue to the City, from all sources, for the ultimate repayment of the cost of the water supply project, including interest.

Findings:

1. The application and assistance applied for meet the requirements of Texas Water Code, Chapter 15, Subchapters G and H and 31 TAC Chapter 363, Subchapters A and M; or the requirements of Chapter 17, Subchapters D, E, and L, and the TWDB's rules set forth in 31 TAC Chapter 363, Subchapter A.

2. The Project is a recommended water management strategy project in the State Water Plan adopted pursuant to Texas Water Code § 16.051, in accordance with Texas Water Code § 15.474(a).

3. The public interest requires state assistance in the financing of this project, in accordance with Texas Water Code § 17.125(a)(1).

4. The City has adopted and implemented a water conservation plan in accordance with Texas Water Code § 16.4021 and 31 TAC § 363.1309(b)(1).

5. The City has completed its current water audit and filed it with the TWDB in accordance with Texas Water Code §§ 16.0121 and 16.053(j) and 31 TAC § 358.6.

NOW THEREFORE, based on these findings, the TWDB commits to the following:

1. A commitment is made by the TWDB to the City of Georgetown, Texas for financial assistance in the amount of $274,000,000 from the State Water Implementation Revenue Fund for Texas or from the Financial Assistance Account of the Texas Water Development Fund II to be evidenced by the TWDB's proposed purchase of $274,000,000 City of Georgetown Texas Utility System Revenue Bonds, Proposed Series 2026 through Proposed Series 2029.

2. The TWDB will provide financial assistance to The City of Georgetown in the amount of $274,000,000 from the State Water Implementation Revenue Fund for Texas or from the Financial Assistance Account of the Texas Water Development Fund II to be evidenced by the TWDB's proposed purchase of one or more The City of Georgetown Texas Utility System Revenue Bonds as follows.

   a. $29,000,000 Proposed Series 2026, to expire on December 31, 2026;
   b. $17,000,000 Proposed Series 2026, to expire on December 31, 2026;
   c. $111,000,000 Proposed Series 2027, to expire on December 31, 2027;
   d. $117,000,000 Proposed Series 2028, to expire on December 31, 2028.

3. The Executive Administrator is authorized to determine the source account, whether the State Water Implementation Revenue Fund for Texas or the Financial Assistance

Account of the Texas Water Development Fund II for the initial series and each subsequent series.

The commitment is subject to the following:

Standard Conditions:

1. This commitment is contingent on a future sale of bonds by the TWDB or on the availability of funds on hand as determined by the TWDB.

2. This commitment is contingent upon the issuance of a written approving opinion of the Attorney General of the State of Texas stating that the City has complied with all of the requirements of the laws under which the Obligations were issued; that the Obligations were issued in conformance with the Constitution and laws of the State of Texas; and that the Obligations are valid and binding obligations of the City.

3. This commitment is contingent upon the City's continued compliance with all applicable laws, rules, policies, and guidance as these may be amended from time to time to adapt to a change in law, in circumstances, or any other legal requirement.

4. This commitment is contingent upon the City executing a separate financing agreement, approved as to form and substance by the Executive Administrator, and submitting the executed agreement to the TWDB consistent with the terms and conditions described in it.

5. Interest rate subsidies for non-level debt service structure are subject to adjustment by the Executive Administrator.

6. The City shall use a paying agent/registrar in accordance with 31 TAC § 363.42(c)(2) and shall require the paying agent/registrar to provide a copy of all receipts documenting debt service payments to the TWDB and to the TWDB's designated Trustee.

Required Obligation Conditions:

7. The Obligations must provide that the Obligations can be called for early redemption on any date beginning on or after the first interest payment date that is 10 years from the dated date of the Obligations, at a redemption price of par, together with accrued interest to the date fixed for redemption.

8. The Obligations must provide that the City will comply with all applicable TWDB laws and rules related to the use of the financial assistance.

9. The Obligations must provide that the City must comply with all conditions as specified in the final environmental finding of the Executive Administrator when issued, including the standard emergency discovery conditions for threatened and endangered species and cultural resources.

10. The Obligations must contain a provision requiring the City to maintain insurance coverage sufficient to protect the TWDB's interest in the project.

11. The Obligations must include a provision wherein the City, or an obligated person for whom financial or operating data is presented to the TWDB in the application for financial assistance either individually or in combination with other issuers of the City's Obligations or obligated persons, will, at a minimum, regardless of the amount of the Obligations, covenant to comply with requirements for continuing disclosure on an ongoing basis substantially in the manner required by the Securities and Exchange Commission (SEC) in 17 CFR § 240.15c2-12 (Rule 15c2-12) and determined as if the TWDB were a Participating Underwriter within the meaning of SEC rule 15c2-12, the continuing disclosure undertaking being for the benefit of the TWDB and the beneficial owners of the City's Obligations, if the TWDB sells or otherwise transfers the Obligations, and the beneficial owners of the TWDB's bonds if the City is an obligated person with respect to the bonds under SEC Rule 15c2-12.

12. The Obligations must require the City to levy a tax or maintain and collect sufficient rates and charges to produce system revenues in an amount necessary to meet the debt service requirements of all outstanding obligations and to maintain the funds established and required by the Obligations.

13. The Obligations must require the City to use any surplus financial assistance proceeds from the Obligations remaining after completion of the Project and completion of a final accounting in a manner approved by the Executive Administrator.

14. The Obligations must provide that the TWDB may exercise all remedies available to it in law or equity, and any provision of the Obligations that restricts or limits the TWDB's full exercise of these remedies shall be of no force and effect.

15. Financial assistance proceeds are public funds. Therefore, the Obligations must require that these proceeds be held at a designated state depository institution or other properly chartered and authorized institution in accordance with the Public Funds Investment Act, Government Code, Chapter 2256, and the Public Funds Collateral Act, Government Code, Chapter 2257.

16. Financial assistance proceeds shall not be used by the City when sampling, testing, removing, or disposing of contaminated soils or media at the Project site. The Obligations must provide that the City is solely responsible for liability resulting from acts or omissions of the City, its employees, contractors, or agents arising from the sampling, analysis, transport, storage, treatment, recycling, and disposition of any contaminated sewage sludge, contaminated sediments or contaminated media that may be generated by the City, its contractors, consultants, agents, officials, and employees as a result of activities relating to the Project to the extent permitted by law.

17. The Obligations must contain a provision that the TWDB will purchase the Obligations, acting through the TWDB's designated Trustee, and the Obligations shall

be registered in the name of Cede & Co. and closed in book-entry-only form in accordance with 31 TAC § 363.42(c)(1).

18. The City must abide by all applicable construction contract requirements related to the use of iron and steel products produced in the United States, as required by Texas Government Code, Chapter 2252, Subchapter G and Texas Water Code § 17.183.

19. The City must immediately notify TWDB in writing of any suit against it by the Attorney General of Texas under Texas Government Code § 2.103 and Texas Penal Code § 1.10(f), related to federal laws regulating firearms, firearm accessories, and firearm ammunition.

20. The Obligations must require the City to submit annually an audit prepared by a certified public accountant in accordance with generally accepted auditing standards.

21. The Obligations must include a provision that, if the collateral or credit pledged by the City securing the Obligations is rated by a nationally-recognized statistical rating agency, the City, or other obligated person, will not discontinue the rating issued by a nationally-recognized statistical rating agency until the underlying Obligations are retired or no longer held by TWDB.

Tax-Exempt Conditions:

22. The Obligations must prohibit the City from using the proceeds of this financial assistance in a manner that would cause the Obligations to become "private activity bonds" within the meaning of section 141 of the Internal Revenue Code as amended (Code) and the Treasury Regulations promulgated under it (Regulations).

23. The Obligations must provide that no portion of the proceeds of the financial assistance will be used, directly or indirectly, in a manner that would cause the Obligations to be "arbitrage bonds" within the meaning of section 148(a) of the Code and Regulations, including to acquire or to replace funds that were used, directly or indirectly, to acquire Nonpurpose Investments, as defined in the Code and Regulations, that produce a yield materially higher than the yield on the TWDB's bonds issued to provide the financial assistance (Source Series Bonds), other than Nonpurpose Investments acquired with;

    a. proceeds of the TWDB's Source Series Bonds invested for a reasonable temporary period of up to three (3) years after the issue date of the Source Series Bonds until the proceeds are needed for the facilities to be financed;

    b. amounts invested in a bona fide debt service fund within the meaning of section 1.148-1(b) of the Regulations; and

    c. amounts deposited in any reasonably required reserve or replacement fund to the extent the amounts do not exceed the lesser of maximum annual debt service on the Obligations, 125% of average annual debt service on the

Obligations, or 10 percent of the stated principal amount (or, in the case of a discount, the issue price) of the Obligations.

24. The Obligations must require the City to take all necessary steps to comply with the requirement that amounts earned on the investment of gross proceeds of the Obligations be rebated to the federal government in order to satisfy the requirements of section 148 of the Code. The Obligations must provide that the City will:

    a. account for all Gross Proceeds, as defined in the Code and Regulations, (including all receipts, expenditures, and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures, and investments thereof) and retain all records of the accounting for at least six years after the final Computation Date. The City may, however, to the extent permitted by law, commingle Gross Proceeds of its financial assistance with other money of the City, provided that the City separately accounts for each receipt and expenditure of the Gross Proceeds and the obligations acquired with the Gross Proceeds;

    b. calculate the Rebate Amount, as defined in the Code and Regulations, with respect to its financial assistance, not less frequently than each Computation Date, in accordance with rules set forth in section 148(f) of the Code, section 1.148-3 of the Regulations, and the associated rulings. The City shall maintain a copy of the calculations for at least six years after the final Computation Date;

    c. pay to the United States the amount described in paragraph (b) above within 30 days after each Computation Date as additional consideration for providing financial assistance and in order to induce providing financial assistance by measures designed to ensure the excludability of the interest on the TWDB's Source Series Bonds from the gross income of the owners of TWDB's Bonds for federal income tax purposes;

    d. exercise reasonable diligence to ensure that no errors are made in the calculations required by paragraph (b) and, if an error is made, to discover and promptly correct the error within a reasonable amount of time, including payment to the United States of any interest and any penalty required by the Regulations.

25. The Obligations must include a provision prohibiting the City from taking any action that would cause the interest on the Obligations to be includable in gross income for federal income tax purposes.

26. The Obligations must provide that the City will not cause or permit the Obligations to be treated as "federally guaranteed" obligations within the meaning of section 149(b) of the Code.

27. The Obligations must contain a covenant that the City will refrain from using the proceeds of the Obligations to pay debt service on another issue of the borrower's

obligations in contravention of section 149(d) of the Code (related to "advance refundings").

28. The Obligations must provide that neither the City nor a party related to it will acquire any of the TWDB's Source Series Bonds in an amount related to the amount of the Obligations to be acquired from the City by the TWDB.

Pledge Conditions:

29. The Obligations must require the accumulation of a reserve fund of no less than average annual debt service requirements, to be accumulated in equal monthly installments over the initial sixty (60) months following the issuance of the Obligations.

30. The Obligations must contain a provision providing that additional revenue obligations may only be incurred if net system revenues are at least 1.25 times the average annual debt service requirements after giving effect to the additional obligations when net revenues are (a) determined from the last completed fiscal year or a 12 consecutive calendar month period ending not more than ninety (90) days preceding the adoption of the additional obligations as certified by a certified public accountant; or (b) the City certifies that the City is expected to continue to meet or exceed the net system revenue test with a minimum coverage of 1.25 times the average annual debt service requirement. An authorized representative of the City must provide the calculations, identifying reasonable assumptions, in a manner and format that is acceptable to the Executive Administrator.

31. The Obligations must provide that the pledged contract revenues from the City may not be pledged to the payment of any additional parity obligations of the City secured by a pledge of the same contract revenues unless the City demonstrates to the Executive Administrator's satisfaction that the pledged contract revenues will be sufficient for the repayment of all Obligations and additional parity obligations.

32. Before closing, the City must submit executed contracts between the City and the contracting parties regarding the contract revenues pledged to the payment of the City's Obligations, in form and substance acceptable to the Executive Administrator. The contracts must include provisions consistent with the provisions of this Resolution regarding the contracting parties' annual audits, the setting of rates and charges, and collection of revenues sufficient to meet the City's debt service obligations and additional parity obligations.

Conditions To Close Or For Release Of Funds:

33. Before closing, the City must submit documentation evidencing the adoption and implementation of sufficient system rates and charges or, if applicable, the levy of an interest and sinking tax rate sufficient for the repayment of all system debt service requirements.

34. Before closing, if not previously provided with the application, the City shall submit executed contracts for engineering and, if applicable, financial advisor and bond counsel for the Project that are satisfactory to the Executive Administrator. Fees to be reimbursed under the contracts must be reasonable in relation to the services performed, reflected in the contract, and acceptable to the Executive Administrator.

35. Before closing, when any portion of financial assistance is to be held in escrow or in trust, the City shall execute an escrow agreement or trust agreement, approved as to form and substance by the Executive Administrator, and shall submit that executed agreement to the TWDB.

36. Before closing, the City shall provide certification that the average weighted maturity of the Obligations purchased by the TWDB does not exceed 120% of the average reasonably expected economic life of the Project.

37. Before closing, the City shall submit to the escrow agent a closing memo signed by the Executive Administrator.

38. Before closing, the City's bond counsel must prepare a written opinion that states that the interest on the Obligations is excludable from gross income or is exempt from federal income taxation. Bond counsel may rely on covenants and representations of the City when rendering this opinion.

39. Before closing, the City's bond counsel must prepare a written opinion that states that the Obligations are not "private activity bonds." Bond counsel may rely on covenants and representations of the City when rendering this opinion.

40. The transcript must include a No Arbitrage Certificate or similar Federal Tax Certificate setting forth the City's reasonable expectations regarding the use, expenditure, and investment of the proceeds of the Obligations.

41. The transcript must include evidence that the information reporting requirements of section 149(e) of the Internal Revenue Code will be satisfied. This requirement may be satisfied by filing an IRS Form 8038 with the Internal Revenue Service. In addition, the applicable completed IRS Form 8038 or other evidence that the information reporting requirements of section 149(e) have been satisfied must be provided to the Executive Administrator within fourteen (14) days of closing. The Executive Administrator may withhold the release of funds for failure to comply.

Special Conditions:

42. Before the release of funds for the costs of planning, engineering, architectural, legal, title, fiscal, economic investigation, studies, surveys, or designs for that portion of the Project that proposes surface water or groundwater development, the Executive Administrator must have either issued a written finding that the City has the right to use the water that the Project financed by the TWDB will provide or a written determination that a reasonable expectation exists that such a finding will be made before the release of funds for construction.

43. Before the release of construction funds for that portion of a Project that proposes surface water or groundwater development, the Executive Administrator must have issued a written finding that the City has the right to use the water that the Project financed by the TWDB will provide.

APPROVED and ordered of record this the 23rd day of July 2026.

TEXAS WATER DEVELOPMENT BOARD

L'Oreal Stepney

L'Oreal Stepney, P.E., Chairwoman

DATE SIGNED: 7/23/26

ATTEST:

Bryan McMath, Executive Administrator

ATTACHMENT B

DESCRIPTION OF BORROWER BONDS

Title of Borrower Bonds: $17,000,000 City of Georgetown Utility System Revenue Bonds, Series 2026C (Deferred)

Project Name: Lee-Bastrop County Groundwater project

Project Number: 51106

Aggregate Principal Amount of Borrower Bonds: $17,000,000

Anticipated Closing Date: 11/10/2026

Dated Date: 11/10/2026

First Principal Payment Date: 8/15/2031

First Interest Payment Date: 2/15/2031

Maturity Schedule:

Maturity **Principal Amount**

Maturity Date	Principal Payment	Maturity Date	Principal Payment
8/15/2031	$ 375,000	8/15/2044	$ 620,000
8/15/2032	385,000	8/15/2045	645,000
8/15/2033	400,000	8/15/2046	675,000
8/15/2034	410,000	8/15/2047	710,000
8/15/2035	425,000	8/15/2048	745,000
8/15/2036	445,000	8/15/2049	780,000
8/15/2037	460,000	8/15/2050	820,000
8/15/3038	480,000	8/15/2051	865,000
8/15/2039	500,000	8/15/2052	905,000
8/15/2040	520,000	8/15/2053	955,000
8/15/2041	545,000	8/15/2054	1,005,000
8/15/2042	565,000	8/15/2055	1,060,000
8/15/2043	590,000	8/15/2056	1,115,000

***preliminary based on current rates provided by TWDB**

ATTACHMENT C
FINANCING SCHEDULE*

DATE	ACTION
07/23/2026	**TWDB approval of commitments**
09/7/2026	*Labor Day Holiday***
09/4/2026	***Financing agreement – last day to execute (19 calendar days prior to initiation of pricing)***
09/9/2026	Financing agreement (Sec. 4A) - last day political subdivisions can terminate without penalty (14 calendar days prior to initiation of pricing)
09/9/2026	Financing agreement (Sec. 5) - last day political subdivisions can modify maturity schedule (14 calendar days prior to initiation of pricing)
09/17/2026	Financing agreement (Sec. 4B) - last day political subdivisions can terminate with costs of issuance (6 calendar days prior to initiation of pricing)
09/21/2026	Financing agreement (Sec. 4C) - before 9:00 a.m. CDT political subdivisions can terminate with costs of issuance and 1% penalty (1 calendar day prior to pricing).
09/22/2026	**TWDB bond pricing initiation (pre-pricing begins)**
09/24/2026-09/25/2026	**TWDB bond pricing**
10/1/2026	TWDB approves interest rates available to political subdivisions
10/9/2026	TWDB bond closing (political subdivisions must close within 56 calendar days)
10/10/2026 to 12/11/2026	Closings on political subdivision obligations
10/12/2026	Columbus Day Holiday (TWDB open)**
Various	Political subdivisions adopt bond resolutions and/or master agreements
Various	Political subdivisions submit transcripts to Texas Attorney General in preparation of closing
11/11/2026	*Veteran's Day Holiday***
11/26/2026	*Thanksgiving Holiday***
11/27/2026	*Thanksgiving Holiday***
12/11/2026	**Last day to close on political subdivision obligations**
12/11/2026	Financing agreement (Sec. 4D) - penalty applied to any political subdivision failing to issue debt Start of post - pricing termination payment period (includes costs of issuance, underwriters' discount and 5% penalty)
03/4/2027	Last due date for payment of penalties

**Preliminary, subject to change*
***State agency holidays are reflected to show when TWDB is closed; they are counted towards deadlines.*

City of Georgetown, Texas
City Council
August 25, 2026

SUBJECT:
Resolution - TxDOT Grant - Purchase of 29+ Acres at 350 Serenada Drive

SUGGESTED ACTION:
Consideration and possible action to approve a Resolution documenting the City's support and acceptance of a grant from the Texas Department of Transportation for the purchase of 29.156 acres located at 350 Serenada Drive -- Matthew Sommerfeld, Airport Manager, and Eric Johnson, Public Works Director

ITEM SUMMARY:
Georgetown Executive Airport is allocated $3,352,000.00 in grants through the Infrastructure Investment and Jobs Act (IIJA) and has identified the purchase of property at 350 Serenada Drive for a total of $2,500,000.00. The project is 95% TxDOT with a 5% City match.

FINANCIAL IMPACT:
The anticipated 5% City share of the project is $125,000.00.

SUBMITTED BY:
Anne Pogson, Public Works

ATTACHMENTS:
Resolution for purchase of 350 Serenada Dr.pdf
Exhibit A and B TxDot Grant 08.25.2026.pdf
350 Serenada Property Survey.pdf

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, DOCUMENTING THE CITY'S SUPPORT AND ACCEPTANCE OF A GRANT FROM THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) FOR LAND REIMBURSEMENT AT THE GEORGETOWN AIRPORT.

WHEREAS, City of Georgetown intends to make certain improvements to Georgetown Executive Airport at Johnny Gantt Field; and

WHEREAS, the general description of the project is described as: Land Reimbursement and;

WHEREAS, City of Georgetown intends to request financial assistance from the Texas Department of Transportation for these improvements; and

WHEREAS, total project cost are estimated to be $2,500,000 and the City of Georgetown will be responsible for the total project cost and will seek 95% reimbursement from TxDOT.

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

SECTION ONE. The facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct, and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim. The City Council hereby finds that this resolution implements specific sections of the Georgetown Executive Airport at Johnny Gant Field Functional Plan Element, and further finds that the adoption of this resolution is not inconsistent or in conflict with the City of Georgetown 2030 Comprehensive Plan.

SECTION TWO. The City Council of the City of Georgetown finds it to be in the best interest of the citizens of Georgetown to approve the Land Reimbursement Project with TxDOT.

SECTION THREE. As shown in Exhibit A, the City hereby designates Matthew Sommerfeld, Airport Manager, as the as the City of Georgetown authorized representative for the Project. Further, the City certifies that sufficient funds to meet the City's share of project costs as identified for the project will be available, as shown in Exhibit B.

SECTION FOUR. The Mayor is hereby directed to execute, and the City Secretary to attest thereto on behalf of the City, at the appropriate time, and with the appropriate authorizations of the City Council, all contracts and agreements with the State of Texas, represented by the Texas Department of Transportation, and such other parties as shall be necessary and appropriate for the implementation of the improvements to Georgetown Executive Airport at Johnny Gant Field.

SECTION FIVE. This Resolution shall become effective on the ___ day of _____, 2026.

PASSED AND APPROVED on the _____ day of _____, 2026.

ATTEST: CITY OF GEORGETOWN, TEXAS

_____ By: _____

Robyn Densmore, City Secretary Josh Schroeder, Mayor

APPROVED AS TO FORM:

_____

Skye Masson, City Attorney

EXHIBIT A
DESIGNATION OF SPONSOR'S AUTHORIZED REPRESENTATIVE

I, Josh Schroeder, Mayor of the City of Georgetown, designate Matthew Sommerfeld Airport Manager, as the City of Georgetown authorized representative for the Land Reimbursement project, who shall have the authority to make approvals and disapprovals as required on behalf of City of Georgetown.

City of Georgetown, Texas
(Sponsor)

By: _____

Title: Mayor

Date: August 25th, 2026

DESIGNATED REPRESENTATIVE
Mailing Address:
City of Georgetown
Attn: Eric Johnson
PO Box 409
Georgetown, Texas 78627

Physical/Overnight Address:
City of Georgetown
Attn: Matthew Sommerfeld
500 Terminal Dr,
Georgetown, TX 78628

Telephone Number: (512) 930-8464

E-mail Address:
Matthew.Sommerferld@georgetowntexas.gov

EXHIBIT B
CERTIFICATION OF PROJECT FUNDS

I, Josh Schroeder, Mayor of the City of Georgetown, do certify that sufficient funds to meet the City of Georgetown share of project costs as identified for the project and will be available in accordance with the schedule shown below:

SPONSOR FUNDS

Source	Amount	Date Available
Airport Fund	$2,500,000	8/25/2026

City of Georgetown, Texas
(Sponsor)

By:_____

Title: Mayor

Date: August 25th, 2026

COMMITMENT FOR TITLE INSURANCE PROVIDED BY:

TITLE RESOURCES GUARANTY COMPANY
GF NO. 2603299–COM
ISSUE DATE: MAY 18, 2026
EFFECTIVE DATE: MAY 08, 2026

ONLY THOSE ITEMS LISTED IN SCHEDULE B OF THE ABOVE REFERENCED COMMITMENT FOR TITLE INSURANCE WERE REVIEWED FOR THE PURPOSE OF THIS SURVEY. NO ADDITIONAL RESEARCH WAS PERFORMED BY THIS SURVEYOR. THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS, OR OTHER ENCUMBRANCES WHICH AFFECT THIS SURVEY THAT ARE NOT KNOWN TO THIS SURVEYOR.

LEGAL DESCRIPTION:
BEING 29.156 ACRES OF LAND, MORE OR LESS, OUT OF THE DAVID WRIGHT SURVEY, ABSTRACT NO. 13, IN WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF THAT CALLED 40.610–ACRE TRACT CONVEYED TO RAYMOND J. JOSEPH AND WIFE, GWYNN B. JOSEPH BY DEED RECORDED IN VOLUME 2392, PAGE 587, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS; SAID 29.156 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS REQUIRED ON SCHEDULE C HEREOF.

THE FOLLOWING RESTRICTIVE COVENANTS OF RECORD ITEMIZED BELOW:
ITEM NO. 1, SCHEDULE B, IS HEREBY DELETED

SCHEDULE B ITEMS

(10) a. EASEMENT:
RECORDED: VOLUME NO. 398, PAGE 178, AND VOLUME 398, PAGE 181 AND VOLUME 398, PAGE 184 AND VOLUME 398, PAGE 187, AND VOLUME 398, PAGE 190, AND VOLUME 398, PAGE 193, DEED RECORDS, WILLIAMSON COUNTY, TEXAS.
PURPOSE: ACCESS
(UNABLE TO LOCATE BASED ON DESCRIPTION IN INSTRUMENT)

b. TERMS, CONDITIONS, AND PROVISIONS IN THAT CERTAIN UNRECORDED AGREEMENT TO PURCHASE ROAD MATERIALS IN FAVOR OF THE STATE OF TEXAS FOR PROJECT S 2322 (3), DATED JULY 30, 1963, AS EVIDENCED IN THE DEED RECORDED IN VOLUME 482, PAGE 698, DEED RECORDS, WILLIAMSON COUNTY, TEXAS.
(NOT A SURVEY MATTER)

c. EASEMENT:
RECORDED: VOLUME 866, PAGE 81, DEED RECORDS, WILLIAMSON COUNTY, TEXAS
TO: CITY OF GEORGETOWN
PURPOSE: UNDERGROUND AND ABOVE GROUND WATER, WASTEWATER, SEWER, ELECTRIC, GAS, TELEPHONE, AND ALL OTHER UTILITIES AND UTILITY LINES, GUYS, SUPPORTS, APPURTENANCES, AND EQUIPMENT
(EASEMENT LOCATED OUTSIDE OF SUBJECT TRACT)

d. EASEMENT:
RECORDED: VOLUME 892, PAGE 403, DEED RECORDS, WILLIAMSON COUNTY, TEXAS
TO: CITY OF GEORGETOWN
PURPOSE: UNDERGROUND AND ABOVE GROUND WATER, WASTEWATER, SEWER, ELECTRIC, GAS, TELEPHONE, AND ALL OTHER UTILITIES AND UTILITY LINES, GUYS, SUPPORTS, APPURTENANCES, AND EQUIPMENT
(SHOWN HEREON)

e. EASEMENT:
RECORDED: VOLUME 2029, PAGE 348, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS
TO: FIRST TEXAS DEVELOPMENT CORPORATION, TRUSTEE
PURPOSE: ACCESS AND PARKING
(SHOWN HEREON)

f. EASEMENT:
RECORDED: VOLUME 2029, PAGE 352, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS
TO: FIRST TEXAS DEVELOPMENT CORPORATION, TRUSTEE
PURPOSE: ACCESS
(SHOWN HEREON)

g. EASEMENT:
RECORDED: DOCUMENT NO. 9758110, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS
TO: CITY OF GEORGETOWN
PURPOSE: UTILITY
(SHOWN HEREON)

h. MINERAL AND/OR ROYALTY INTEREST IN AND TO ALL COAL, LIGNITE, OIL, GAS AND OTHER MINERALS; TOGETHER WITH ALL RIGHTS INCIDENT THERETO:
RECORDED: VOLUME 398, PAGE 170, DEED RECORDS, WILLIAMSON COUNTY, TEXAS
(NOT A SURVEY MATTER)

i. ALL LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF COAL, LIGNITE, OIL, GAS AND OTHER MINERALS, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO APPEARING IN THE PUBLIC RECORDS WHETHER LISTED IN SCHEDULE B OR NOT. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF MINERAL INTEREST THAT ARE NOT LISTED.
(NOT A SURVEY MATTER)

j. ALL LEASES, GRANTS, EXCEPTIONS, OR RESERVATIONS OF THE GEOTHERMAL ENERGY AND ASSOCIATED RESOURCES BELOW THE SURFACE OF THE LAND, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO, APPEARING IN THE PUBLIC RECORDS, WHETHER THEY ARE LISTED IN SCHEDULE B OR NOT, AS PROVIDED BY SECT. 2703.056(a) OF THE TEXAS INSURANCE CODE.
(NOT A SURVEY MATTER)

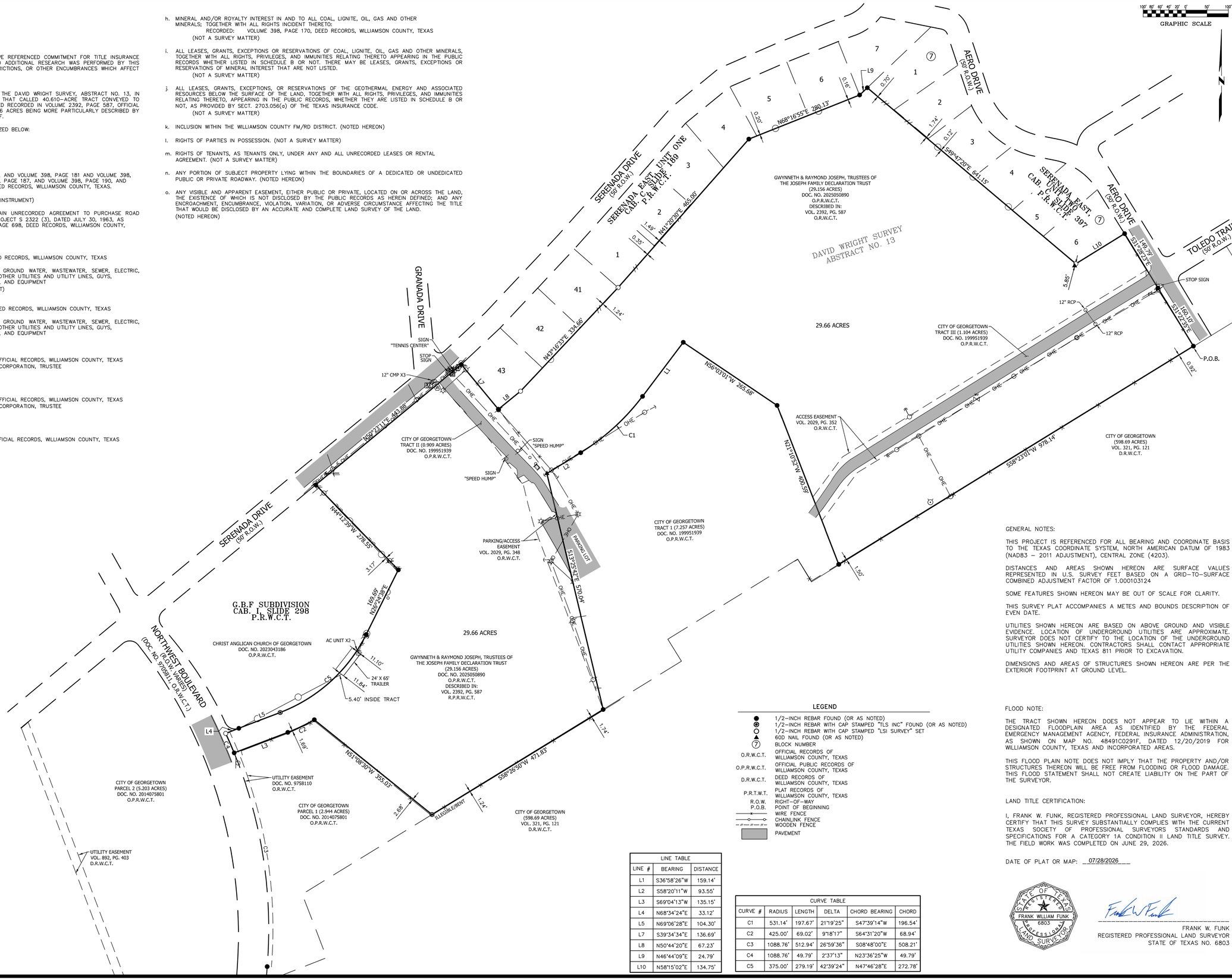
k. INCLUSION WITHIN THE WILLIAMSON COUNTY FM/RD DISTRICT. (NOTED HEREON)

l. RIGHTS OF PARTIES IN POSSESSION. (NOT A SURVEY MATTER)

m. RIGHTS OF TENANTS, AS TENANTS ONLY, UNDER ANY AND ALL UNRECORDED LEASES OR RENTAL AGREEMENT. (NOT A SURVEY MATTER)

n. ANY PORTION OF SUBJECT PROPERTY LYING WITHIN THE BOUNDARIES OF A DEDICATED OR UNDEDICATED PUBLIC OR PRIVATE ROADWAY. (NOTED HEREON)

o. ANY VISIBLE AND APPARENT EASEMENT, EITHER PUBLIC OR PRIVATE, LOCATED ON OR ACROSS THE LAND, THE EXISTENCE OF WHICH IS NOT DISCLOSED BY THE PUBLIC RECORDS AS HEREIN DEFINED; AND ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND.
(NOTED HEREON)



LEGEND

●	1/2–INCH REBAR FOUND (OR AS NOTED)
◉	1/2–INCH REBAR WITH CAP STAMPED "TLS INC" FOUND (OR AS NOTED)
○	1/2–INCH REBAR WITH CAP STAMPED "LSI SURVEY" SET
▲	60D NAIL FOUND (OR AS NOTED)
(7)	BLOCK NUMBER
O.R.W.C.T.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
D.R.W.C.T.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
P.R.T.W.T.	PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
R.O.W.	RIGHT–OF–WAY
P.O.B.	POINT OF BEGINNING
	WIRE FENCE
	CHAINLINK FENCE
	WOODEN FENCE
	PAVEMENT

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S36°58'26"W	159.14'
L2	S58°20'11"W	93.55'
L3	S69°04'13"W	135.15'
L4	N68°34'24"E	33.12'
L5	N69°06'28"E	104.30'
L7	S39°34'34"E	136.69'
L8	N50°44'20"E	67.23'
L9	N46°44'09"E	24.79'
L10	N58°15'02"E	134.75'

CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD
C1	531.14'	197.67'	21°19'25"	S47°39'14"W	196.54'
C2	425.00'	69.02'	9°18'17"	S64°31'20"W	68.94'
C3	1088.76'	512.94'	26°59'36"	S08°48'00"E	508.21'
C4	1088.76'	49.79'	2°37'13"	N23°36'25"W	49.79'
C5	375.00'	279.19'	42°39'24"	N47°46'28"E	272.78'

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 1.000103124

SOME FEATURES SHOWN HEREON MAY BE OUT OF SCALE FOR CLARITY.

THIS SURVEY PLAT ACCOMPANIES A METES AND BOUNDS DESCRIPTION OF EVEN DATE.

UTILITIES SHOWN HEREON ARE BASED ON ABOVE GROUND AND VISIBLE EVIDENCE. LOCATION OF UNDERGROUND UTILITIES ARE APPROXIMATE. SURVEYOR DOES NOT CERTIFY TO THE LOCATION OF THE UNDERGROUND UTILITIES SHOWN HEREON. CONTRACTORS SHALL CONTACT APPROPRIATE UTILITY COMPANIES AND TEXAS 811 PRIOR TO EXCAVATION.

DIMENSIONS AND AREAS OF STRUCTURES SHOWN HEREON ARE PER THE EXTERIOR FOOTPRINT AT GROUND LEVEL.

FLOOD NOTE:

THE TRACT SHOWN HEREON DOES NOT APPEAR TO LIE WITHIN A DESIGNATED FLOODPLAIN AREA AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FEDERAL INSURANCE ADMINISTRATION, AS SHOWN ON MAP NO. 48491C0291F, DATED 12/20/2019 FOR WILLIAMSON COUNTY, TEXAS AND INCORPORATED AREAS.

THIS FLOOD PLAIN NOTE DOES NOT IMPLY THAT THE PROPERTY AND/OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

LAND TITLE CERTIFICATION:

I, FRANK W. FUNK, REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1A CONDITION II LAND TITLE SURVEY. THE FIELD WORK WAS COMPLETED ON JUNE 29, 2026.

DATE OF PLAT OR MAP: 07/28/2026

STATE OF TEXAS · REGISTERED · FRANK WILLIAM FUNK 6803 · PROFESSIONAL · LAND SURVEYOR

FRANK W. FUNK
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS NO. 6803

LSI LANDESIGN SERVICES, INC.
10090 W HIGHWAY 29, LIBERTY HILL, TEXAS 78642
TBPELS FIRM NO. 10194360
512-238-7901

LAND TITLE SURVEY OF 29.66 ACRES OF LAND, SITUATED IN THE DAVID WRIGHT SURVEY, ABSTRACT NO. 13 IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF A CALLED 29.156 ACRES TRACT OF LAND DESCRIBED IN A GENERAL WARRANTY DEED TO GWYNNETH AND RAYMOND JOSEPH, TRUSTEES OF THE JOSEPH FAMILY DECLARATION TRUST, RECORDED IN DOCUMENT NO. 2025050890 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), AND DESCRIBED AS ALL OF THE REMAINDER OF A CALLED 40.610 ACRE TRACT OF LAND DESCRIBED IN VOLUME 2392, PAGE 587 OF OFFICIAL RECORDS OF WILLIAMSON COUNTY (O.R.W.C.T.)

REVISIONS	
DATE	DESCRIPTION

PROJECT NAME: CoGT JOSEPH FT 29AC
JOB NUMBER: 26-030
DATE: 06/29/2026
DRAWING FILE PATH: K:\2026\26030 - CoGT JOSEPH FT 29AC\CAD\DWG
FIELDNOTE FILE PATH: K:\2026\26030 - CoGT JOSEPH FT 29AC\
RPLS: FWF | TECH: LJT | PARTYCHIEF: TN
CHECKED BY: HAS | FIELDBOOK: 21/518
SCALE: 1" = 100'

DRAWING NAME: JOSEPH 29AC TS

SHEET 01 of 01

DRAWING PATH: K:\2026\26030 - CoGT JOSEPH FT 29AC\CAD\DWG\JOSEPH 29AC TS.DWG SHEET PLOT SIZE: ARCH FULL BLEED D (24.00 X 36.00 INCHES) | LAST SAVED: 7/28/2026 12:02 PM | PLOT DATE: 7/28/2026 12:03 PM

City of Georgetown, Texas
City Council
August 25, 2026

SUBJECT:
Resolution - GEDCO Budget FY2027

SUGGESTED ACTION:
Forwarded from Georgetown Economic Development Corporation (GEDCO):
Consideration and possible action to approve a Resolution adopting the proposed fiscal year 2027 Budget for the Georgetown Economic Development Corporation (GEDCO) -- Randi Cormack, Budget Manager

ITEM SUMMARY:
State law and the GEDCO Bylaws require that GEDCO adopt a budget annually, which in turn must be approved by the City Council. The attached budget was approved by the GEDCO board at their July 20, 2026 meeting and includes the following:

- Sales Tax Revenues - $3.68M
- Debt service - $270K
- Administrative contract expense - $864K
- Appropriates an amount available for approved and unidentified potential economic development projects - $1.9M
- CIP Expenses - $10M
- Contingency Reserves - $920K

The GEDCO budget appropriation totals $13.2M and includes operating expenses from October 1, 2026 to September 30, 2027

FINANCIAL IMPACT:

SUBMITTED BY:
Aaron St Pierre, Finance/Purchasing

ATTACHMENTS:
GEDCO Budget Res-.pdf
GEDCO Financials-.pdf
420 - GEDCO.pdf

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, APPROVING THE PROPOSED 2027 BUDGET FOR THE GEORGETOWN ECONOMIC DEVELOPMENT CORPORATION (GEDCO) REPEALING CONFLICTING RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City is required by State Law and the Bylaws of the Georgetown Economic Development Corporation (GEDCO), a Type A corporation, previously established pursuant to Vernon's Rev. Civ. Stat. Ann., Article 5190.6 Section 4(A) to approve an annual budget; and

WHEREAS, the appropriations were approved by the GEDCO Type A Board on July 20, 2026; and

WHEREAS, the budget is for the fiscal year beginning October 1, 2026, and ending September 30, 2027;

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

SECTION 1. The meeting at which this resolution was approved was conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

SECTION 2. The facts and recitations contained in the preamble of this resolution are hereby found and declared to be true and correct and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim.

SECTION 3. The City Council of the City of Georgetown hereby approves the proposed 2027 budget of GEDCO, and all programs and expenditures set forth therein, for the twelve month period beginning October 1, 2026 and ending September 30, 2027 in accordance with State Law and the GEDCO Bylaws.

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

SECTION 5. If any provision of this resolution, or application thereof, to any person or circumstance, shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this resolution, which can be given effect without the invalid provision or application, and to this end the provisions of this resolution are hereby declared to be severable.

SECTION 6. The Mayor is hereby authorized to sign this resolution and the City Secretary to attest. This resolution shall become effective and be in full force and effect immediately in accordance with the provisions of the City Charter of the City of Georgetown.

RESOLVED this 25th day of August, 2026.

ATTEST:

_____
Robyn Densmore
City Secretary

THE CITY OF GEORGETOWN:

_____
By: Josh Schroeder
Mayor

APPROVED AS TO FORM:

_____
Skye Masson
City Attorney

Georgetown Economic Development Corporation Fund

The Georgetown Economic Development Corporation (GEDCO) considers grants using economic development funds as authorized and defined by the Internal Revenue Code of 1986, Section 4A, leading to the creation or retention of primary jobs and/or provision of significant capital investment which benefits the community of Georgetown. The funding source is 1/8th cent of the City's sales tax rate.

Fiscal Year 2026

Total revenues are projected to be $4.5 million, which is slightly above budget. Sales tax revenue is projected at 1% less than budget. Interest revenue came in above budget totaling $550 thousand.

Total expenses are projected to be $4.5 million, which is in line with the budget. This includes the cost of all currently anticipated Economic Development projects for Pegatron, Loram, CellLink, GAF Energy, Compal Technologies, and WBW. A few approved agreements have met their performance targets to receive reimbursement: VTC and CelLink.

Total fund balance as of September 30th, 2026, is projected to be $12.1 million with a sales tax contingency reserve of $910 thousand and a reserve for debt service of $201 thousand.

Fiscal Year 2027

Budgeted revenues are expected to total $11.5 million. Sales tax is projected to increase 2% over FY2026 projections.

Budgeted expenses total $13.2 million. This includes the cost of all currently anticipated Economic Development projects for Pegatron, Loram, CellLink, GAF Energy, Texas Outdoor Power and Equipment, Baer Electric, and Jackson Shaw. There is additional CIP money in the amount of $10 million budgeted for the customer service center and the library Parking Lots. GEDCO's share of Joint Services and General Fund Allocations total $864 thousand, which covers GEDCO's share of expenses in the Economic Development department, Finance departments, City Manager's Office, and other support services. The annual debt service payment for the Sheraton Garage in the Rivery TIRZ is $271 thousand.

Total fund balance is projected to be $10.4 million as of September 30th, 2027. This includes the contingency requirement of reserving 25% of budgeted sales tax revenue, or $920 thousand, as well as the debt service reserve requirement of $203 thousand.

GEDCO						
	FY2025	FY2026		FY2027		
	Actuals	Amended Budget	Projected	Base Budget	Changes	Proposed Budget
Beginning Fund Balance	**11,222,471**	**13,001,025**	**13,225,138**	**13,218,694**	**-**	**13,218,694**
Operating Revenue						
40002:Sales Taxes	3,518,820	3,641,635	3,605,219	3,681,534	-	3,681,534
42001:Interest Income	646,179	396,000	550,000	544,500	-	544,500
Operating Revenue Total	**4,165,000**	**4,037,635**	**4,155,219**	**4,226,034**	**-**	**4,226,034**
Operating Expense						
Operations	1,080,569	925,430	871,652	993,497	-	993,497
Operating Expense Total	**1,080,569**	**925,430**	**871,652**	**993,497**	**-**	**993,497**
Available Operating Fund Balance	**14,306,901**	**16,113,230**	**16,508,705**	**16,451,231**	**-**	**16,451,231**
Non-Operating Revenue						
45003:Misc Reimbursements	505,768	334,838	334,838	200,768	-	200,768
46001:Bond Proceeds	-	-	-	7,070,000	-	7,070,000
Non-Operating Revenue Total	**505,768**	**334,838**	**334,838**	**7,270,768**	**-**	**7,270,768**
Non-Operating Expense						
Operations	1,519,100	3,411,909	3,421,000	1,963,189	-	1,963,189
CIP Expense	-	-	-	7,000,000	-	7,000,000
Transfers	-	-	-	3,000,000	-	3,000,000
Debt Service	292,544	203,769	203,849	270,849	-	270,849
Non-Operating Expense	**1,811,644**	**3,615,678**	**3,624,849**	**12,234,038**	**-**	**12,234,038**
WC Adjustment	224,113	-	-	-	-	-
Ending Fund Balance	**13,225,138**	**12,832,390**	**13,218,694**	**11,487,961**	**-**	**11,487,961**
Reserves						
Contingency	841,802	910,409	910,409	920,384	-	920,384
Debt Service Reserve	203,571	200,769	200,769	202,581	-	202,581
Reserves Total	**1,045,373**	**1,111,178**	**1,111,178**	**1,122,965**	**-**	**1,122,965**
Available Fund Balance	**12,179,765**	**11,721,212**	**12,107,516**	**10,364,997**	**-**	**10,364,997**

City of Georgetown, Texas
City Council
August 25, 2026

SUBJECT:
GEDCO Admin Contract

SUGGESTED ACTION:
Forwarded from Georgetown Economic Development Corporation (GEDCO):
Consideration and possible action to approve the Administrative Service Contract between the City of Georgetown and the Georgetown Economic Development Corporation (GEDCO) for the 2027 fiscal Year -- Randi Cormack, Budget Manager

ITEM SUMMARY:
The Bylaws (Section 3.08) of the Georgetown Economic Development Corporation (GEDCO) require GEDCO to contract with the City for the administrative services provided by the general manager, economic development director, and other City staff. GEDCO shall provide reasonable compensation to the City for these services which include:

- Economic Development staff duties
- Contract management
- Accounting & financial reporting
- General Manager duties and responsibilities
- Legal services
- Special analysis and projections

The total annual contract costs are $863,617.00 and have a monthly cost of $71,968.00

This contract was approved by the GEDCO board at its July 20, 2026 meeting.

FINANCIAL IMPACT:
Revenue from this contract is included in the 2027 Annual Operating Budget of the City to offset expenses incurred for the administration purpose

SUBMITTED BY:
Aaron St Pierre, Finance/Purchasing

ATTACHMENTS:
GEDCO Admin Contract 2027.pdf

ADMINISTRATIVE SERVICES CONTRACT
BETWEEN THE CITY OF GEORGETOWN, TEXAS
AND THE GEORGETOWN ECONOMIC DEVELOPMENT CORPORATION

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

THIS CONTRACT FOR SERVICES ("Contract") is made by and between the City of Georgetown, 808 Martin Luther King, Georgetown, Texas 78626, hereinafter called "City" and the Georgetown Economic Development Corporation, having its principal business address at 808 Martin Luther King Jr., Georgetown, Texas 78626, hereinafter called "Corporation" for the purpose of contracting for administrative services of the staff and employees of the City.

WITNESSETH

WHEREAS, on May 7, 2005 the City established the Corporation pursuant to Secion 4A of the Economic Development Corporation Act of 1979, as amended (Vernon's Rev. Civ. Stat. Ann., Article 5190.6. § 4(A), as amended) (the “Act”) to promote and develop new and expanded business enterprises on behalf of the City of Georgetown.

WHEREAS, on June 21, 2005 the City Council approved the Articles of Incorporation for the Corporation.

WHEREAS, on December 13, 2005 the Board of Directors of the Corporation approved the Bylaws of the Corporation.

WHEREAS, on January 10, 2006 the City Council approved the Bylaws of the Corporation.

WHEREAS, Section 3.08 of said Bylaws provide that the City and the Corporation shall execute an administrative services contract for the services to be provided to the Corporation by the City by the General Manager, Chief Financial Officer, City Attorney, and other City personnel, services or functions, pursuant to. Section 2(4) of the Act, which authorizes the Corporation to pay administrative and legal expenses which are necessary or incidental to placing a project into operation; and

WHEREAS. the City and Corporation desire to contract for administrative services described as follows: the services provided by the City Manager, Chief Financial Officer, the staff and employees of the City's Finance and Administration Division, and the Economic Development Department, as well as, the City Attorney's Office.

AGREEMENT

NOW, THEREFORE, the City and Corporation, in consideration of the mutual covenants and agreements herein contained, do hereby mutually agree as follows:

ARTICLE I
SCOPE OF SERVICES TO BE PROVIDED BY CITY

The City will furnish items and perform those services for fulfillment of the Contract as identified in the Bylaws of the Corporation.

ARTICLE 2
CONTRACT PERIOD

This Contract shall begin at the start of business on October 1, 2026 and terminate at the close of business on September 30, 2027 unless extended by written supplemental agreement duly executed by the Corporation and the City prior to the date of termination. Any work performed or cost incurred prior to the date of this contract and after estabilishment of the Corporation, will be reimbursemented as in the terms of the Contract.

ARTICLE 3
CONTRACT PRICE

Corporation shall pay City for the services contemplated herein as follows:

1. For all administrative and legal services, the monthly flat fee of $71,968 as identified in *Attachment A*.

External third party legal services will be billed separately as needed.

ARTICLE 4
PAYMENT PROCEDURES

The Corporation shall pay the City $71,968 per month on the first of each month, begininng on October 1, 2026 during the term of this Agreement. In addition, the Corporation shall pay for all external legal or other professional services invoices pursuant to the Article 3 within thirty (30) days of receipt.

ARTICLE 5
OWNERSHIP OF DOCUMENTS

All data, basic sketches, charts, calculations, plans, specifications, and other documents created or collected under the terms of this Contract are the exclusive property of the Corporation and shall be furnished to the Corporation upon request. Release of information to the public shall be subject to and in conformance with the Texas Public Information Act.

ARTICLE 6
SUSPENSION

As authorized by Section 3.08 of the Corporation's Bylaws, the City may suspend services under this Contract without committing a breach of its terms upon the occurrence of any of the following:
(1) The City Manager does not approve of the utilization of any or all services;

(2) The City Manager feels the City is not receiving reasonable compensation for any or all services; or
(3) The performance of a service materially interferes with the other duties of the affected City personnel.

ARTICLE 7
TERMINATION

The Contract may be terminated before the stated termination date by any of the following conditions:

(1) By mutual written agreement and consent; or
(2) By either party, upon the failure of the other party to fulfill its obligations as set forth herein; or
(3) By either party for reasons of its own and without the consent of the other party, provided that at least thirty (30) days written notice is provided to the other party.

The termination of this Contract and payment of an amount in settlement as prescribed in Article 3, above shall extinguish all rights, duties, and obligations of the City and the Corporation under this Contract.

ARTICLE 8
INDEMINIFICATION

Corporation's Indemnification. The Corporation agrees, to the extent permitted by law, to save harmless the City and its agents, officers and employees from all claims and liability due. to activities of itself, its agents, officers, or employees, performed under this Contract and which are caused by or result from error, omission, or negligent act of the Corporation or of the Corporation's agents, officers, and employees. The Corporation shall also save harmless the City and its agents, officers, and employees from any and all expense, including, but not limited to, attorney fees which may be incurred by the City in litigation or otherwise resisting said claim or liabilities which may be imposed on the City as a result of such activities by the Corporation, its agents, officers, or employees. This indemnity shall not include claims based upon or arising out of the willful misconduct of City, its agents, officers or employees. Further, this indemnity shall not require payment of a claim by City or its agents, officers or employees as a condition precedent to City's recovery under this provision.

City's Indemnification. The City agrees, to the extent permitted by law, to save harmless the Corporation and its agents, officers, and employees from all claims and liability due to activities of itself, its agents, officers, or employees, performed under this Contract and which are caused by or result from error, omission, or negligent act of the City or the City's agents, officers, or employees. The City shall also save harmless the Corporation from any and all expense, including, but not limited to, attorney fees which my be incurred by the Corporation in litigation or otherwise resisting said claim or liabilities which may be imposed on the Corporation as a result of such activities by the City, its agents, officers, or employees. This indemnity shall not include claims based upon or arising out of the willful misconduct of Corporation, its agents, officers or employees. Further, this indemnity shall not require payment of a claim by Corporation or its officers or employees as a condition precedent to Corporation's recovery under this provision.

ARTICLE 9

SEVERABILITY

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

ARTICLE 10
PRIOR CONTRACTS SUPERSEDED

This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein.

ARTICLE 11
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

For City: City Manager
City of Georgetown
P.O. Box 409
Georgetown, Texas 78626 (PO Box zip is 78627)

For Corporation: General Manager
Georgetown Economic Development Corporation
P.O. Box 409
Georgetown, Texas 78626 (PO Box zip is 78627

ARTICLE 12

SIGNATORY WARRANTY

The undersigned signatory or signatories for the parties hereby represent and warrant that the signatory is an officer of the organization for which be or she has executed this Contract and that he or she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties arc made for the purpose of inducing the other party to enter into this Contract.

IN WITNESS HEREOF, the City and the Corporation have executed these presents in duplicate on this the ____ day of_____, 2026.

GEORGETOWN ECONOMIC DEVELOPMENT CORPORATION

By: _____
Printed Name:_____
Title:_____

ATTEST:

By: _____
Printed Name:_____
Title:_____

CITY OF GEORGETOWN

By: _____
Printed Name: Josh Schroder
Title: Mayor

ATTEST:

By: _____
Printed Name: Robyn Densomre
Title: City Secretary

APPROVED AS TO FORM:

_____
Skye Masson City Attorney

Attachment A

The GEDCO Administrative Allocation for departments such as City Manager's Office, Finance and Accounting, and the Legal Deparment totals $863,617 for FY2027. This equates to $71,968 per month.

City of Georgetown, Texas
City Council
August 25, 2026

SUBJECT:
Resolution - GTEC Budget FY2027

SUGGESTED ACTION:
Forwarded from Georgetown Transportation Enhancement Corporation (GTEC):
Consideration and possible action to approve a Resolution adopting the fiscal year 2027 Budget for the Georgetown Transportation Enhancement Corporation (GTEC) -- Randi Cormack, Budget Manager

ITEM SUMMARY:
State law and the GTEC Bylaws require that GTEC adopt a budget annually, which in turn must be approved by the City Council. The attached budget was approved by the GTEC board at their July 20, 2026 meeting and includes the following:

- Sales Tax Revenues - $14.7M
- Debt service - $921K
- Administrative contract expense - $649K
- Appropriates an amount for potential transportation projects - $12.1M
- Contingency Reserve - $3.7M
- Debt Service Reserve - $6.2M

The GTEC budget appropriation totals $50.9M and includes operating expenses from October 1, 2026 to September 30, 2027

No public hearing was conducted yet since new projects are still pending approval.

FINANCIAL IMPACT:
Revenue from this contract is included in the 2027 Annual Operating Budget of the City to offset expenses incurred for the administration purpose

SUBMITTED BY:
Aaron St Pierre, Finance/Purchasing

ATTACHMENTS:
GTEC Budget Resolution.pdf
GTEC Financials.pdf
400 - GTEC - Fund Schedule.pdf

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, ACCEPTING THE 2027 PROPOSED PROJECT LIST OF THE GEORGETOWN TRANSPORTATION ENHANCHMENT CORPORATION (GTEC); APPROVING THE 2027 GTEC BUDGET; REPEALING CONFLICTING RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City is required by State Law, the Amended Articles of Incorporation, and the Bylaws of the Georgetown Transportation Enhancement Corporation (GTEC), a Type B corporation, previously established pursuant to Vernon's Rev. Civ. Stat. Ann., Article 5190.6 Section 4(B), to approve GTEC's annual operating budget; and

WHEREAS, projects identified in the 2027 Project List are incorporated into the annual budget of GTEC.

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

SECTION 1. The meeting at which this resolution was approved was conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

SECTION 2. The facts and recitations contained in the preamble of this resolution are hereby found and declared to be true and correct and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim.

SECTION 3. The City Council of the City of Georgetown hereby accepts the proposed project list included in the 2027 GTEC budget as approved by the GTEC Board on July 20, 2026, in accordance with State Law and the GTEC bylaws.

SECTION 4. Budgetary expenses, such as administrative and non-project specific expenses, may be expended on or after the date of this resolution.

SECTION 5. All resolutions that conflict with the provisions of this resolution are hereby repealed, and all other resolutions of the City not in conflict with the provisions of this resolution shall remain in full force and effect.

SECTION 6. If any provision of this resolution, or application thereof, to any person or circumstance, shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this resolution, which can be given effect without the invalid provision or application, and to this

end the provisions of this resolution are hereby declared to be severable.

SECTION 7. The Mayor is hereby authorized to sign this resolution and the City Secretary to attest. This resolution shall become effective and be in full force and effect immediately in accordance with the provisions of the City Charter of the City of Georgetown.

RESOLVED this 25th day of August, 2026.

ATTEST:

_____
Robyn Densmore
City Secretary

THE CITY OF GEORGETOWN:

_____
By: Josh Schroeder
Mayor

APPROVED AS TO FORM:

_____
Skye Masson
City Attorney

GEORGETOWN TRANSPORTATION ENHANCEMENT CORP FUND

The purpose of the Georgetown Transportation Enhancement Corporation Fund (GTEC), a 4B Sales Tax Corporation, is to promote economic and community development within the City and the State of Texas through the payment of costs for streets, roads, drainage, and other related transportation system improvements including the payment of maintenance and operating expenses associated with such authorized projects. The funding source for GTEC is ½ cent of the City's sales tax rate.

FISCAL YEAR 2026

Total revenues are projected to be $20.5 million. Sales tax collections are projected to end the year at $14.4 million, 1% under budget. Interest Income is projected to come in over budget due to more earnings from bond proceeds.

Total expenses are projected to be $69.2 million. Projects in progress for this year include San Gabriel Roundabout, Wolf Ranch Parkway widening, and Austin Avenue Enhancements.

Total fund balance is projected to be $53.2 million, which includes a debt service reserve of $7.3 million and a contingency reserve of $3.6 million.

FISCAL YEAR 2027

Budgeted revenues are expected to total $26.5 million. Sales Tax is estimated to increase 2% over FY2026 projections. Bond proceeds are budgeted at $8.4 million.

Budgeted expenses total $50.9 million. This includes GTEC's total self-supporting debt service payments of $921 thousand in the fund, and $6.4 million of transfers out to the General Debt service fund for previously issued debt for GTEC projects. Additionally, $5.4 million is appropriated in Operations for economic development projects that may come up during the fiscal year and $37.5 million of capital expense is budgeted. The CIP projects include Austin Ave Improvements, Southwestern Parking garage, TML parking garage, Spur 26, and Wolf Ranch Parkway.

Total fund balance is projected to be $28.8 million by September 30th, 2027. This fund is budgeted to meet the policy of allocating 25% of sales tax as a contingency reserve at $3.7 million. This fund also meets a debt service reserve of $6.2 million.

GTEC						
	FY2025	FY2026		FY2027		
	Actuals	Amended Budget	Projected	Base Budget	Changes	Proposed Budget
Beginning Fund Balance	**52,163,572**	**101,821,174**	**101,821,174**	**53,137,862**	**-**	**53,137,862**
Operating Revenue						
40002:Sales Taxes	14,075,281	14,566,542	14,420,876	14,726,139	-	14,726,139
42001:Interest Income	2,842,115	1,684,000	3,104,439	2,783,080	-	2,783,080
Operating Revenue Total	**16,917,396**	**16,250,542**	**17,525,315**	**17,509,219**	**-**	**17,509,219**
Operating Expense						
Operations	855,958	642,931	655,583	648,779	-	648,779
Operating Expense Total	**855,958**	**642,931**	**655,583**	**648,779**	**-**	**648,779**
Available Operating Fund Balance	**68,225,010**	**117,428,785**	**118,690,907**	**69,998,302**	**-**	**69,998,302**
Non-Operating Revenue						
44001:Grant Revenue	-	2,880,238	2,880,238	-	-	-
45003:Misc Reimbursements	-	110,000	110,000	640,000	-	640,000
46001:Bond Proceeds	42,735,000	-	-	8,383,000	-	8,383,000
46002:Bond Premium	1,864,020	-	-	-	-	-
Non-Operating Revenue Total	**44,599,020**	**2,990,238**	**2,990,238**	**9,023,000**	**-**	**9,023,000**
Non-Operating Expense						
Operations	520,774	4,600,000	750,000	5,350,000	-	5,350,000
CIP Expense	6,127,844	60,412,894	60,412,895	37,500,000	-	37,500,000
Transfers	3,309,149	6,541,293	6,541,293	6,438,975	-	6,438,975
Debt Service	1,045,090	839,095	839,095	921,095	-	921,095
Non-Operating Expense	**11,002,856**	**72,393,282**	**68,543,283**	**50,210,070**	**-**	**50,210,070**
Ending Fund Balance	**101,821,174**	**48,025,741**	**53,137,862**	**28,811,232**	**-**	**28,811,232**
Reserves						
Contingency	3,367,208	3,641,635	3,641,635	3,681,535	-	3,681,535
Debt Service Reserve	3,956,415	7,276,535	7,276,535	6,200,225	-	6,200,225
Reserves Total	**7,323,623**	**10,918,170**	**10,918,170**	**9,881,760**	**-**	**9,881,760**
Available Fund Balance	**94,497,551**	**37,107,571**	**42,219,692**	**18,929,472**	**-**	**18,929,472**

City of Georgetown, Texas
City Council
August 25, 2026

SUBJECT:
GTEC Admin Contract

SUGGESTED ACTION:
Forwarded from Georgetown Transportation Enhancement Corporation (GTEC):
Consideration and possible action to approve the Administrative Services Contract between the City of Georgetown and the Georgetown Transportation Enhancement Corporation (GTEC) for the 2027 fiscal year -- Randi Cormack, Budget Manager

ITEM SUMMARY:
The Bylaws of the Georgetown Transportation Enhancement Corporation require GTEC to contract with the City for the administrative services provided by the general manager, transportation planning, and other City staff. GTEC shall provide reasonable compensation to the City for these services which include:

- Transportation project management
- Accounting & financial reporting
- General Manager duties and responsibilities
- Legal services
- Special analysis

The total annual contract costs are $648,779.00 and have a monthly cost of $54,065.00

This contract was approved by the GTEC board at its July 20, 2026 meeting.

FINANCIAL IMPACT:
Revenues from this contract are included in the 2027 Annual Operating Budget of the City to offset expenses incurred for the administration of the corporation

SUBMITTED BY:
Aaron St Pierre, Finance/Purchasing

ATTACHMENTS:
FY2027 Administrative Contract - GTEC.pdf

ADMINISTRATIVE SERVICES CONTRACT
BETWEEN THE CITY OF GEORGETOWN, TEXAS
AND THE GEORGETOWN TRANSPORTATION ENHANCEMENT CORPORATION

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

THIS CONTRACT FOR SERVICES ("Contract") is made by and between the City of Georgetown, 808 Martin Luther King Jr., Georgetown, Texas 78626, hereinafter called "City" and the Georgetown Transportation Enhancement Corporation, having its principal business address at 808 Martin Luther King Jr., Georgetown, Texas 78626, hereinafter called "Corporation" for the purpose of contracting for administrative services of the staff and employees of the City.

WITNESSETH

WHEREAS, on May 5, 2001 the City established the Corporation pursuant to Vernon's Rev. Civ. Stat. Ann., Article 5190.6. Section 4(B) to pay the costs of streets, roads, drainage, and other related transportation system improvements, including the payment of maintenance and operating expenses associated with such authorized projects.

WHEREAS, on October 9, 2001 the City approved the Articles of Incorporation and Bylaws of the Corporation.

WHEREAS, Section 3.08 of said Bylaws provide that the City and the Corporation shall execute an administrative services contract for the services to be provided to the Corporation by the City by the general manager, finance manager, Secretary, and other City services or functions, pursuant to Vernon’s Rev. Civ. Stat. Ann. Section 2(4), as amended, which authorizes the Corporation to pay administrative, legal and engineering services expenses which are necessary or incidental to placing a project into operation; and

WHEREAS. the City and Corporation desire to contract for administrative services described as follows: the services provided by the City Manager, Chief Financial Officer, City Secretary, and the staff and employees of the City's Finance and Administration Division, the Transportation Division, and the City Attorney's Office,

AGREEMENT

NOW, THEREFORE, the City and Corporation, in consideration of the mutual covenants and agreements herein contained, do hereby mutually agree as follows:

ARTICLE I
SCOPE OF SERVICES TO BE PROVIDED BY CITY

The City will furnish items and perform those services for fulfillment of the Contract as identified in the Bylaws of the Corporation as set forth in bylaws of the corporation.

ARTICLE 2
CONTRACT PERIOD

This Contract shall begin at the start of business on October 1, 2026 and terminate at the close of business on September 30, 2027 unless extended by written supplemental agreement duty executed by the Corporation and the City prior to the date of termination. Any work performed or cost incurred after the date of termination shall be ineligible for reimbursement.

ARTICLE 3
CONTRACT PRICE

Corporation shall pay City for the services contemplated herein as follows:

1. For all administrative and legal services, the monthly fee of $54,065 as identified in *Attachment A*.

2. External third-party legal services will be billed separately as needed.

The allocation of costs will be identified annually in *Attachment A – GTEC Allocation Breakdown*

ARTICLE 4
PAYMENT PROCEDURES

The Corporation shall pay the City $54,065 per month on the first of each month, beginning on October 1, 2026, during the term of this Agreement. In addition, the Corporation shall pay for all external legal or other professional services invoices pursuant to the Article 3 within thirty (30) days of receipt.

ARTICLE 5
OWNERSHIP OF DOCUMENTS

All data, basic sketches, charts, calculations, plans, specifications, and other documents created or collected under the terms of this Contract are the exclusive property of the Corporation and shall be furnished to the Corporation upon request. Release of information shall be in conformance with the Texas Public Information Act.

ARTICLE 6
SUSPENSION

As authorized by Section 3.08 of the Corporation's Bylaws, the City may suspend services under this Contract without committing a breach of its terms upon the occurrence of any of the following:

(1) The City Manager does not approve of the utilization of any or all services;
(2) The City Manager feels the City is not receiving reasonable compensation for any or all services; or
(3) The performance of a service materially interferes with the other duties of the affected City personnel.

ARTICLE 7
TERMINATION

The Contract may be terminated before the stated termination date by any of the following conditions:

(1) By mutual agreement and consent, in writing of both parties.
(2) By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
(3) By either party for reasons of its own and not subject to the mutual consent of the other party, upon not less than thirty (30) days written notice to the other party.

The termination of this Contract and Payment of an amount in settlement as prescribed in Article 3, above shall extinguish all rights, duties, and obligations of the City and the Corporation under this Contract.

ARTICLE 8
INDEMINIFICATION

Corporation's Indemnification. The Corporation agrees, to the extent permitted by law, to save harmless the City and its officers and employees from all claims and liability due to activities of itself, its agents, or employees, performed under this Contract and which are caused by or result from error, omission, or negligent act of the Corporation or of any person employed by the Corporation. The Corporation shall also save harmless the City from any and all expense, including,

but not limited to, attorney fees which may be incurred by the City in litigation or otherwise resisting said claim or liabilities which may be imposed on the City as a result of such activities by the Corporation, its agents, or employees. This indemnity shall not include claims based upon or arising out of the willful misconduct of City, its officers or employees. Further, this indemnity shall not require payment of a claim by City or its officers or employees as a condition precedent to City's recovery under this provision.

City's Indemnification. The City agrees, to the extent permitted by law, to save harmless the Corporation from all claims and liability due to activities of itself, its agents, or employees, performed under this Contract and which are caused by or result from error, omission, or negligent act of the City or of any person employed by the City. The City shall also save harmless die Corporation from any and all expense, including, but not limited to, attorney fees which may be incurred by the Corporation in litigation or otherwise resisting said claim or liabilities which may be imposed on the Corporation as a result of such activities by the City, its agents, or employees. This indemnity shall not include claims based upon or arising out of the willful misconduct of Corporation, its officers or employees. Further, this indemnity shall not require payment of a claim by Corporation or its officers or employees as a condition precedent to Corporation's recovery under this provision.

ARTICLE 9
SEVERABILITY

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

ARTICLE 10
PRIOR CONTRACTS SUPERSEDED

This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein.

ARTICLE 11
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

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

For Corporation: General Manager
Georgetown Transportation Enhancement Corporation
P.O. Box 409
Georgetown, Texas 78627

ARTICLE 12
SIGNATORY WARRANTY

The undersigned signatory or signatories for the parties hereby represent and warrant that the signatory is an officer of the organization for which he or she has executed this Contract and that he or she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing the other party to enter into this Contract.

IN WITNESS HEREOF, the City and the Corporation have executed these presents in duplicate on this the_____day of_____, 2026.

GEORGETOWN TRANSPORTATION ENHANCEMENT CORPORATION

By:_____
Printed Name:_____
Title:_____

ATTEST:

By:_____
Printed Name:_____
Title:_____

CITY OF GEORGETOWN

By:_____
Printed Name: Josh Schroeder
Title: Mayor

ATTEST:

By:_____
Printed Name: Robyn Densmore
Title: City Secretary

APPROVED AS TO FORM:

_____
Printed Name: Skye Masson
Title: City Attorney

Attachment A

The GTEC Administrative Allocation for departments such as Transportation Administration, City Manager's Office, Finance and Accounting, and the Legal Department totals $648,779 for FY2027. This equates to $54,065 per month.

City of Georgetown, Texas
City Council
August 25, 2026

SUBJECT:
Interlocal Agreement with City of Pflugerville

SUGGESTED ACTION:
Consideration and possible action to approve an Inner Local agreement with City of Pflugerville, to allow for cooperative purchasing -- April Haughey, Assistant Public Works Director and Molly Ritter, Public Works Operations Manager

ITEM SUMMARY:
This is an item to approve an interlocal agreement with City of Pflugerville to allow for cooperative purchasing between the City of Georgetown and City of Pflugerville, including the ability to piggyback on agreements. This is authorized pursuant to Section 271.101 of the Texas Local Government Code and participation in this process satisfies the state law competitive bid requirements.

FINANCIAL IMPACT:
N/A

SUBMITTED BY:
Lauren Wilson, Public Works

ATTACHMENTS:
ILA with Pflugerville.pdf

STATE OF TEXAS §
§
COUNTY OF WILLLIAMSON §

INTERLOCAL COOPERATION AGREEMENT

This Interlocal Agreement ("Agreement") is entered into by and the City of Georgetown, Texas ("Georgetown") and the City of Pflugerville, Texas, ("Pflugerville") acting by and through their authorized officers.

RECITALS:

WHEREAS, this Agreement is authorized by Chapter 791 of the Texas Government Code and Subchapter F, Chapter 271 of the Texas Local Government Code; and,

WHEREAS, Section 271.102 of the Texas Local Government Code authorizes local governments to participate in a cooperative purchasing program with another local government or local cooperative organization; and,

WHEREAS, a local government that purchases materials, supplies, goods, services or equipment pursuant to a cooperative purchasing program with another local government satisfies the requirement of the local government to seek competitive bids for the purchase of the goods or services; and,

WHEREAS, the Parties desire to enter into a cooperative purchasing program which will allow Parties to purchase materials, supplies, goods, services or equipment pursuant to Subchapter F, Chapter 271 of the Texas Local Government Code; and,

NOW THEREFORE, in consideration of the mutual promises, inducements, covenants, agreements, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE I
PURPOSE

The purpose of this Agreement is to establish a cooperative purchasing program between the parties, which will allow each party to purchase goods and services under each other's competitively bid contracts pursuant to Subchapter F, Chapter 271 of the Texas Local Government Code.

ARTICLE II
TERM

The term of this Agreement shall be for a period of one (1) years commencing on the last date of execution hereof ("Effective Date"). Thereafter, this Agreement shall automatically renew for successive periods of one (1) year each under the terms and conditions stated herein, unless sooner terminated as provided herein.

ARTICLE III
TERMINATION

A Party may withdraw its participation from this Agreement by providing thirty (30) days prior written notice to the other Parties.

ARTICLE IV
PURCHASING

The City Manager or designee for each party is authorized to act on behalf of the respective party in all matters relating to the cooperative purchasing program. Each party shall make payments to the other party or directly to vendors under their respective contracts made under Chapter 271, Subchapter F, Texas Local Government Code. Each party shall be responsible for the vendor's compliance with provisions relating to the quality of items and terms of delivery.

ARTICLE V
PARTICIPATION

The parties agree that any vendor offer of materials, supplies, goods, services or equipment to any party to this Agreement shall be considered an offer to all parties to this Agreement. Any vendor making a solicitation shall be notified by the party seeking the solicitation that they may limit their offer to apply only to that party. They shall be further notified that failing to do so, their offer may be included in this cooperative program.

ARTICLE VI
CURRENT REVENUE

The parties hereby warrant that all payments, expenditures, contributions, fees, costs, and disbursements, if any, required of each party hereunder or required by any other agreements, contracts and documents executed, adopted, or approved pursuant to this Agreement, which shall include any exhibit, attachment, addendu1n or associated document, shall be paid from current revenues available to the paying party. The parties hereby warrant that no debt is created by this Agreement

ARTICLE VII
FISCAL FUNDING

The obligations of the parties pursuant to this Agreement are contingent upon the availability and appropriation of sufficient funding. Any party may withdraw from this Agreement without penalty in the event funds are not available or appropriated. However, no party will be entitled to a refund of amounts previously contributed in the event of withdrawal for lack of funding.

ARTICLE VIII
MISCELLANEOUS

A. Relationship of Parties: This Agreement is not intended to create, nor should it be construed as creating, a partnership, association, joint venture or trust.

B. Notice: Any notice required or permitted to be delivered hereunder shall be deemed received when sent in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, or by hand delivery or facsimile transmission addressed to the respective Party at the address set forth opposite the signature of the Party.

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

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

E. Governing Law: The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the parties, shall be governed by the laws and court decisions of the State of Texas; and venue for any action concerning this Agreement shall be in the Courts of Williamson County, Texas.

F. Entire Agreement: This Agreement represents the entire agreement among the Parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the Parties that in any manner relates to the subject matter of this Agreement.

G. Recitals: The recitals to this Agreement are incorporated herein.

H. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original constituting one and the same instrument.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

EXECUTED on this the ____ day of the month of _____ 2026.

CITY OF PFLUGERVILLE, TEXAS

By: _____
Name: _____
Title: _____
Date Signed: _____

Address for Notice:

_____
_____
_____

ATTEST:

By: _____
City Secretary

FOR CITY, APPROVED AS TO FORM

By: _____
City Attorney

EXECUTED on this the ____ day of the month of _____ 2026.

CITY OF GEORGETOWN, TEXAS

By: _____
Name: _____
Title: _____
Date Signed: _____

Address for Notice:

_____
_____
_____

ATTEST:

By: _____
City Secretary

FOR CITY, APPROVED AS TO FORM

By: _____
City Attorney

City of Georgetown, Texas
City Council
August 25, 2026

SUBJECT:
Acceptance of FY2023 CDBG grant funds of Williamson County for Home Repair Program

SUGGESTED ACTION:
Consideration and possible action authorizing the mayor to sign an agreement accepting the FY2023 Community Development Block Grant (CDBG) grant funds allocated by Williamson County for the Home Repair Program by Habitat for Humanity -- Ryan Clark, AICP, Assistant Planning Director

ITEM SUMMARY:
Williamson County was awarded Entitlement County Status by the U.S. Department of Housing and Urban Development (HUD) in 2003. As such, the County receives and administers Community Development Block Grant (CDBG) funds to participating cities with a focus on supporting community development and affordable housing efforts for low and moderate-income areas. The City of Georgetown currently participates in the County's program through a Cooperation Agreement.

The submission of an application to Williamson County for Community Development Block Grant funds was approved at the April 19, 2023, meeting of City Council. The application was for the Home Repair Program for approximately 23 eligible homeowners within the City of Georgetown.

Williamson County approved the application for $150,000 for the Home Repair Program in 2023. The funds have not yet been allocated to the City as the Home Repair Program ran by Williamson County Habitat for Humanity had sufficient funding in 2023 and has only recently reached a low balance for their home repair funds. The funds awarded in 2023 are still valid, and now staff recommend signing the updated agreement for the City to receive the $150,000 from Williamson County to be used by Habitat for Humanity for the Home Repair Program.

FINANCIAL IMPACT:
Williamson County has allocated $150,000 in Community Development Block Grant funding to the City of Georgetown to then be awarded to Habitat for Humanity for the Home Repair Program through a separate agreement.

SUBMITTED BY:
Anish Dsouza, Planning Department

ATTACHMENTS:
Exhibit 1 - CDBG Agreement Georgetown Home Repair FY23_2026 update.pdf
Exhibit 2 - Habitat Home Repair.pdf

AGREEMENT BETWEEN WILLIAMSON COUNTY
AND CITY OF GEORGETOWN
FOR THE USE OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
FISCAL YEAR 2023 FUNDING

THIS AGREEMENT, entered into this ___ day of _____, 2026, by and between Williamson County ("County"), and City of Georgetown ("Subrecipient");

WHEREAS, the County is the recipient of Community Development Block Grant (CDBG) funds granted by the U.S. Department of Housing and Urban Development (HUD) under Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301) and under the 1990 National Affordable Housing Act (Public Law 102-550); and

WHEREAS, the County wishes to utilize CDBG funds to assist Subrecipient with City of Georgetown Home Repair Program for approximately 23 income qualified households; and

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

PART I

1. **PURPOSE AND SCOPE OF SERVICES:**

A. Subrecipient will perform the services described in Exhibit A attached to this Agreement pursuant to the project description, timeline and budget.

B. Upon request, the County will provide technical assistance to the subrecipient concerning compliance with the terms of this Agreement. The subrecipient shall be responsible for all bidding procedures and subcontractural arrangements. All procedures sha
ll be carried out in accordance with all Federal, State and local standards, and shall be monitored by the County.

C. The Project shall be completed in compliance with all applicable state and local codes. Upon completion, this Project shall be operated in compliance with all applicable federal, state and local laws. Subrecipient agrees the funding shall be used solely for the purpose of costs as detailed in Part I.1.A. of this Agreement.

2. **TIME OF PERFORMANCE:**

Subrecipient shall perform according to the schedule described in Exhibit A. The schedule for performance is subject to change by mutual agreement of both parties in writing.

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3. **PROPOSED PROJECT BUDGET**

See attached budget in Exhibit A.

4. **Objective and Outcome Statement: Sustainability for the purpose of creating suitable living environments.**

5. **Project Indicators:**

Indicators will be requested of the Subrecipient by the Williamson County Community Development Administrator and could include but is not limited to such items as amount of money leveraged; number of persons, households, businesses, unit or beds assisted, as appropriate; income levels of persons or households; race, ethnicity, and disability data. Subrecipient agrees to fulfill the Community Development Administrator's request in a reasonable time but not to extend past 15 days after request.

6. **COMPENSATION AND METHOD OF PAYMENT:**

The County shall pay and Subrecipient agrees to accept in full $150,000 (Grant Amount – One Hundred Fifty Thousand Dollars and no/100) (hereinafter "Grant") for performance under this Agreement, as follows:

A. Based on the approved budget, partial payments shall be made upon presentation of (i) architect's Certificates for Payment for applicable labor and construction materials and supplies purchased or billed from the contractor for progress payments for project work completed, and/or (ii) purchase agreements, invoices, executed lien waivers, and other supporting documents covering all amounts to be paid, and/or (iii) time sheets and other source documents. Payments will be made for eligible expenses actually incurred by Subrecipient, and not to exceed actual cash requirements.

B. All payments under this agreement are subject to receipt by the County of sufficient federal funds for the CDBG program. CDBG funds shall be drawn from the U.S. Treasury by the County through the Integrated Disbursement and Information System (IDIS). The County shall retain exclusive direct access rights to the IDIS system. All access to the IDIS system will b

C. e by duly authorized persons designated by the County as approved by HUD. Any termination, reduction or delay of receipt of CDBG funds to the Cou

D. nty shall, at the sole option of the County, result in the termination, reduction or delay of CDBG funds to the subrecipient.

E. Subrecipient shall not hold funds. Any funds not immediately disbursed by the subrecipient shall be returned to the County and will be deposited in the U.S. Treasury, CDBG Trust Account. Any interest earned on cash advances from the U.S. Treasury and/or County of less than one hundred dollars ($100.00) per year may be retained by the subrecipient and used for project expenses. Any interest in excess of one hundred dollars ($100.00) per year shall be remitted promptly to the County.

F. Subrecipient shall report all program income as defined at 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. Subrecipient may use such income during the contract period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unused program income shall be returned to the County at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the County.

7. **TERMS AND CONDITIONS:**

A. Subrecipient agrees to comply with all applicable federal, state, and local laws and regulations governing the funds provided under this Agreement.

B. The County shall have no responsibility or liability for the maintenance, operation or program funding for Subrecipient.

C. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. Subrecipient shall at all times remain independent with respect to the services to be performed under this Agreement. The County shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance and workers' compensation insurance.

D. During the period of this Agreement, effective as of the start of the Project, the Subrecipient and/or contractor and/or subcontractor performing any portion of the work on the Project that involves any construction trade (hereinafter collectively referred to in this provision as “Construction Trade Participant(s)”) shall, at their own expense, procure and maintain all-risk property damage and liability insurance. For the term of this Agreement, Construction Trade Participant(s) shall list the County as an additional insured on said all-risk property damage and liability insurance. Property damage coverage shall not be less than the current market value of the property. Liability coverage shall include contractual insurance as well as comprehensive form insurance and shall provide coverage of not less than $1,000,000 bodily injury per person, $1,000,000 bodily injury per occurrence, and $500,000 property damage. Subrecipient, on behalf of itself and on behalf of any other Construction Trade Participant(s), shall furnish the County with a certificate of insurance before any work is started by any such party. The certificate of insurance shall include a statement guaranteeing that the insurance policy shall not be cancelled, non-renewed or materially changed without thirty (30) days advance written notice being given to the Community Development Administrator. Construction Trade Participant(s) shall provide Workers' Compensation Insurance coverage as required by Texas law for all employees involved in the performance of this Agreement. The insurance company providing the insurance must be licensed to do business in the State of Texas and rated as A or better by A.M. Best. The Subrecipient hereby acknowledges and agrees that it shall be the responsibility of the Subrecipient to ensure that all Construction Trade Participant(s) comply with the herein stipulated minimum insurance requirements. Furthermore, the Subrecipient hereby agrees to include

and require that the language of this provision be included in all contracts or subcontracts relating to the Project.

E. Until at least the date determined in Exhibit A of this Agreement (Monitoring Period), Subrecipient shall fulfill its stated purpose in a manner satisfactory to the County as outlined in Exhibit A (Project Description and Scope of Services) of this Agreement and provide continued service. All records and public information created in connection with this Agreement or the Project shall be retained by Subrecipient until at least the date determined in Exhibit A (Monitoring Period).

F. In the event Subrecipient discontinues its services and/or the Project funded under this Agreement prior to the date determined in Exhibit A (Monitoring Period) of this Agreement**,** the value of the pro-rated portion of real and personal property (tangible and intangible) secured with the CDBG funds, if applicable, under this Agreements shall revert to the County. If said property has been disposed of, then the County will be reimbursed in the amount of the current fair market value of the property less any portion of the fair market value attributable to non- County CDBG funds. (Personal property includes, but is not limited to, equipment, furnishings, and vehicles.)

G. Except as provided herein, the terms of this Agreement shall be effective from the date of execution through and including the date determined in Exhibit A of this Agreement (Monitoring Period).

PART II

1. **PERFORMANCE AND REPORTING:**

A. Subrecipient shall direct all notices, reports, insurance policies, and other communications related to or required by this Agreement to the office of the Williamson County Community Development Administrator, 710 Main Street, Ste 101 Georgetown, TX 78626. Notice by both Subrecipient and County shall be given by ordinary mail. All reports shall comply with relevant state and federal regulations, including but not limited to 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

B. Until the completion of the Project and expenditure of all CDBG funds disbursed under this Agreement, Subrecipient shall submit monthly reports describing progress of the project activities.

C. Not later than date determined in Exhibit A of this Agreement (Project Completion Date), Subrecipient shall provide the County with a Certified Statement of the Expenditure of Funds disbursed under this Agreement.

D. Following completion of the Project, Subrecipient shall submit annual reports by the first day of October of each contract year until the date determined in Exhibit A (Monitoring Period) of this Agreement. The annual report shall, at a minimum,

include statistics pertaining to the number, race, disability, household income, household size and place of residence of clients served at Subrecipient's Facility.

E. No reporting requirements shall extend beyond the date determined in Exhibit A of this Agreement (Monitoring Period).

2. **OTHER REPORTS, AUDITS AND INSPECTIONS:**

A. Subrecipient shall promptly furnish the County or HUD with such statements, records, data and information as the County or HUD may reasonably request pertaining to this Agreement.

B. During the term of this Agreement, any time during normal business hours, Subrecipient shall make available to the County, HUD and/or the Comptroller General of the United States, or their duly authorized representatives, all of Subrecipient's records in order to permit examination of any audits, invoices, materials, payrolls, personnel records, conditions of employment, and other data relating to all matters covered by this Agreement.

C. Subrecipient shall retain financial records, supporting documents, statistical records, and all other records pertaining to expenditures under this Agreement until the date determined in Exhibit A.

3. **ADMINISTRATIVE REQUIREMENTS AND AUDIT REQUIREMENTS:**

A. Financial Management

1. Accounting Standards

Subrecipient agrees to comply with Subpart E of 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. All financial transactions and documentation must comply with the audit requirements in 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Procedures for Accounts Payable, Purchasing, and other accounting functions must meet all standards established by the Williamson County Auditor, and Subrecipient will provide any reports required by those standards.

2. Uniform Administrative Requirements

Subrecipient will comply with 24 CFR 570.502, Applicability of Uniform Administrative Requirements, Section (a), recipients and subrecipients that are governmental entities (including public agencies) and Section (b), subrecipients, except subrecipients that are governmental entities.

Subrecipients shall comply with the requirements and standards of 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

3. Audit Requirements

Subrecipient agrees to comply with the Williamson County Community Development Block Grant Audit Requirements attached as Exhibit B to this Agreement.

Subrecipients shall comply with the requirements and standards of 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Subrecipient agrees to furnish County with a current Financial Report (financial statements) within six (6) months from the end of its fiscal year covering the period of this Agreement that includes detailed receipts and disbursement of payments to Subrecipient hereunder. **Grant funds will automatically be forfeited if the SUBRECIPIENT fails to submit a Financial Report.**

However, if Subrecipient expends One Million Dollars ($1,000,000.00) or more in federal funds (all sources), Subrecipient must, within nine (9) months from the end of its fiscal year, supply County with a single audit and is required to submit their audit report to the Federal Audit Clearinghouse (FAC) within the earlier of 30 days after the receipt of the auditor's report, or within 9 months after the end of the audit period. **Grant funds will automatically be forfeited if the SUBRECIPIENT fails to submit an audit within the allotted time.**

If the Subrecipient expends less than One Million Dollars ($1,000,000.00) a year in federal funds (all sources), then they are exempt from Single Audit requirement for that year; however, records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and the General Accounting Office.

Subrecipient is required to submit a 990 Tax Return (Return of Organization Exempt from Income Tax) for the most recent fiscal year within six (6) months if submitting a Financial Report or within nine (9) months if submitting a Financial Audit. If the Subrecipient is not classified as an exempt entity as defined in 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, the Subrecipient will not be awarded grant funds.

If applicable, Subrecipient agrees to cooperate with County relating to any inquiries regarding the Financial Audit or Financial Report and Subrecipient acknowledges that a Financial Audit or Financial Report shall be provided to County at the expense of the Subrecipient**.** Financial Audit or Financial Report shall be available to County staff, and any and all applicable federal agencies, and be of unrestricted access, as listed in 24 CFR Part 85.42.

4. Cost Principles

Subrecipient shall administer its program in conformance with 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as applicable, for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records to Be Maintained

Subrecipient shall maintain all records that are pertinent to the activities to be funded under this Agreement, including but not limited to:

a. Records providing a full description of each activity undertaken;

b. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

c. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program; and

d. Financial records as required by 24 CFR 570.502, and 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

2. Client Data

Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to a signed and dated verification of income statement, or other basis for determining eligibility, and description of service provided. Such information shall be made available to County monitors or their designees for review upon request.

3. National Objectives

Subrecipient agrees to maintain documentation that demonstrates that the activities carried out with funds provided under this Agreement benefit low/moderate income persons, as defined in 24 CFR 570.208.

C. Procurement

1. Compliance

Subrecipient shall comply with current County policy concerning the purchase of equipment and shall maintain an inventory record of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the County upon termination of this Agreement. As necessary, the procurement procedures and related documents involving all purchases with grant

funds are subject to review and oversight by the County's Contract Audit, Legal, and Purchasing Department.

2. OMB Standards

Subrecipient shall procure materials in accordance with the requirements of 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Procurement Standards, and shall subsequently follow, Property Management Standards, covering utilization and disposal of property. Copies of said circulars are provided and by execution of this Agreement, Subrecipient acknowledges their receipt.

D. Amendments

The County or Subrecipient may amend this Agreement at any time provided that such amendments are executed in writing and signed by a duly authorized representative of both organizations.

4. **NON-DISCRIMINATION:**

No person shall be excluded from or denied the benefits of Subrecipient's service on the basis of age, race, color, religion, creed, national origin, gender identity, sex, marital status, disability, sexual orientation or, with respect to the sale, lease, rental, use or occupancy of real property or housing accommodations, the presence or absence of dependents, familial status or public assistance source of income. All current and prospective project beneficiaries must, however, be persons in need of the programs provided by Subrecipient.

5. **SECTION 504 COMPLIANCE:**

No otherwise qualified individual with handicaps shall, solely by reason of his/her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. This includes, but is not limited to, programs and/or activities related to housing, employment, and the delivery of services.

6. **EQUAL EMPLOYMENT OPPORTUNITY, FAIR HOUSING AND DRUG-FREE WORKPLACE:**

The subrecipient certifies that it is an "Equal Opportunity Employer" and that it will comply with the Texas Human Rights Commission Act, and all applicable HUD regulations pertaining to equal opportunity and affirmative action in employment. Further, the SUBRECIPIENT shall ensure that all contracts for work under this Agreement contain appropriate equal employment opportunity statements.

SUBRECIPIENT shall comply with all provisions of 24 CFR Part 100-115, which implement the Fair Housing Act. This Act prohibits discrimination in the sale or rental of housing, the financing of housing or the provision of brokerage services against any person on the basis of race, color, religion, sex, national origin, handicap or familial status.

In addition, SUBRECIPIENT certifies it will provide a drug-free workplace as defined in 24 CFR Part 24, subpart F and/or follow the requirements of 24 CFR 92.350.

7. **SECTION 3:**

Subrecipient agrees to comply with Section 3 requirements, the regulations set forth in 24 CFR 135, and to include the following language in all subcontracts executed under this Agreement:

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate actions, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contract is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

8. **WOMEN AND MINORITY-OWNED BUSINESS ENTERPRISES:**

Subrecipient will use its best efforts to afford minority and women-owned business enterprises (at least fifty-one (51) percent owned and controlled by minority group members or women) the maximum practicable opportunity to participate in the performance of this Agreement.

9. **LABOR:**

Construction projects funded under the CDBG program in excess of $2,000 shall comply with the labor provisions outlined in 24 CFR 570.603. Subrecipient will comply with Davis-Bacon Act (40 U.S.C. 276a-276a-5). Such contracts must also be subject to the overtime provisions, as applicable, of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332). The Subrecipient agrees to adhere to said provisions and will not use suspended or debarred contractors.

10. **ENVIRONMENTAL ASSESSMENT AND HISTORIC PRESERVATION:**

Subrecipient shall assist the County in complying with all applicable environmental assessment and historic preservation requirements of HUD and the State Historic Preservation Officer of Texas.

11. **LEAD-BASED PAINT POISONING PREVENTION:**

Subrecipient shall comply with requirements of Section 302 of the Lead-Based Paint Poisoning Prevention Act and HUD regulations thereunder (24 CFR Part 570) insofar as they apply to the performance of this Agreement.

12. **ELIGIBILITY RESTRICTIONS FOR CERTAIN RESIDENT ALIENS (570.613):**

1. Restriction The subrecipient agrees to comply with 24 CFR 570.613, which states that certain newly legalized aliens, as described in 24 CFR part 5 subpart E are not eligible to apply for benefits under covered activities funded by the County's CDBG programs. "Benefits" under this section means financial assistance, public services, jobs and access to new or rehabilitated housing and other facilities funded through the

County's CDBG programs. "Benefits" do not include relocation services and payments to which displacees are entitled by law.

2. Covered Activities "Covered activities" under this section means activities meeting the requirements of Sec. 570.208(a) that either:

a. Have income eligibility requirements limiting the benefits exclusively to low and moderate income persons; or

b. Are targeted geographically or otherwise to primarily benefit low and moderate income persons (excluding activities serving the public at large, such as sewers, roads, sidewalks, and parks), and that provide benefits to persons on the basis of an application.

3. Limitation on Coverage

The restrictions under this section apply only to applicants for new benefits not being received by covered resident aliens as of the effective date of this agreement.

4. Compliance

Compliance can be accomplished by the subrecipient obtaining certification as provided in 24 CFR part 5 subpart E evidencing citizenship or eligible immigration status.

13. **TERMINATION OF AGREEMENT FOR CAUSE:**

If Subrecipient fails to fulfill its obligations under this Agreement in a timely and proper manner, or if Subrecipient violates any of the terms, agreements or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to Subrecipient of such termination, specifying the default or defaults, and stating that this Agreement shall be terminated 30 days after the giving of such notice unless such default or defaults are remedied within such cure period. The County shall be obligated to make no payment due hereunder after it gives said notice unless the defaults are remedied with said 30-day period. In the event of such termination, Subrecipient shall promptly repay to the County the full grant amount or that portion of the amounts that have been disbursed to Subrecipient prior to such termination.

14. **TERMINATION OF AGREEMENT FOR CONVENIENCE:**

This Agreement may be terminated in whole or in part upon the mutual agreement of the parties hereto, in which case the County and Subrecipient shall agree upon the termination conditions, including the effective date, the disposition of contract amounts, and in the case of partial termination, the portion to be terminated. However, if, in the case of partial termination, the County determines that the remaining portion of the award will not accomplish the purposes for which the award was made, and the award is terminated in its entirety, Subrecipient shall promptly repay to the County the full grant amount or that portion of the amount which has been disbursed to Subrecipient prior to such termination.

15. **INTEREST OF CERTAIN FEDERAL AND OTHER OFFICIALS:**

A. No member or delegate to the Congress of the United States, and no resident Commissioner, shall be admitted to any share or part of this Agreement, or to any benefit to arise herefrom.

B. No member of the governing body of the County, no officer, employee, official or agent of the County, or other local public official who exercises any functions or responsibilities in connection with the review, approval or carrying out of the Project to which this Agreement pertains, shall have any private interest, direct or indirect, in this Agreement.

C. No federal funds appropriated under this Agreement shall be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence a member of Congress, an officer or employee of Congress or any federal agency in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or agreement.

D. 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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal agreement, Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

E. Subrecipient shall require that the language of this certification be included in the award documents for all sub-Subrecipients and that all sub-Subrecipients shall certify and disclose accordingly.

16. **CONFLICT OF INTEREST:**

Subrecipient covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services to be undertaken through this Agreement. Subrecipient further covenants that in the performance of this Agreement, no person having such an interest shall be employed by Subrecipient.

17. **GRANTOR RECOGNITION:**

All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as CDBG funded. In addition, Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

18. **ASSIGNABILITY:**

Subrecipient shall not assign or transfer any interest in this Agreement without the prior written approval of the County. Any assignment made without such consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

19. **HOLD HARMLESS PROVISION:**

Subrecipient shall indemnify, defend and hold harmless the County, its officers, employees and agents from all liability, loss, cost, damage and expense (including reasonable attorney's fees and court costs) resulting from or incurred by reason of any actions based upon the negligent acts or omissions of Subrecipient's employees or agents during the performance of this Agreement.

20. **SEVERABILITY CLAUSE:**

If any one or more of the provisions contained in this Agreement are held to be invalid, illegal, or unenforceable, this Agreement shall be deemed severable and the remainder of the Agreement shall remain in full force and effect.

21. **LIMITATIONS OF COUNTY LIABILITY - DISCLAIMER OF RELATIONSHIP:**

The County shall not be liable to Subrecipient, or to any party, for completion of or failure to complete any improvements which are parts of the Project. Nothing contained in this Agreement, nor any act or omission of the County or Subrecipient, shall be construed to create any special duty, relationship, third-party beneficiary, respondent superior, limited or general partnership, joint venture, or any association by reason of Subrecipient's involvement with the County.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on this _____ day of _____, 2026.

Williamson County, Texas

By: _____

County Judge/Authorized Official

ACKNOWLEDGMENT

STATE OF TEXAS *)*
) SS:
WILLIAMSON COUNTY *)*

On this _____ day of _____, 2026, before me, _____, a Notary Public in and for said State, personally appeared Steve Snell, to me personally known, who being by me duly sworn, did say that he is the County Judge of said County executing the within and foregoing instrument that the seal affixed hereto is the seal of said County, and that the said Steve Snell acknowledged the execution of said instrument to be the voluntary act and deed of said County, by it and by him voluntarily executed.

_____
Notary Public in and for Williamson County, Texas

City of Georgetown (Subrecipient)

By: _____

ATTEST: _____
Secretary

ACKNOWLEDGMENT

STATE OF TEXAS *)*
) SS:
WILLIAMSON COUNTY *)*

On this _____ day of _____, 2026, before me, the undersigned, a Notary Public in and for the State of Texas, personally appeared _____ and _____, to me personally known, who being by me duly sworn, did say that they are the _____ and _____, respectively, of City of Georgetown executing the foregoing instrument; that the seal affixed hereto is the seal of said city; that the instrument was signed on behalf of the city by proper authority; that _____ and _____ acknowledged the execution of the instrument to be the voluntary act and deed of the city, by it and by them voluntarily executed.

_____
Notary Public in and for the State of Texas

EXHIBIT A

**TO AGREEMENT BETWEEN WILLIAMSON COUNTY
AND HABITAT FOR HUMANITY OF WILLIAMSON COUNTY
FOR THE USE OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
FISCAL YEAR 2023 FUNDING**

---

1. PROJECT DESCRIPTION AND SCOPE OF SERVICES:

A. Subrecipient will utilize CDBG funds for the City of Georgetown Home Repair Program for approximately 23 income qualified households.

B. Upon request, the County will provide technical assistance to the subrecipient concerning compliance with the terms of this Agreement. The subrecipient shall be responsible for all bidding procedures and subcontractural arrangements. All procedures shall be carried out in accordance with all Federal, State and local standards, and shall be monitored by the County.

C. The Project shall be completed in compliance with all applicable state and local codes. Upon completion, this Project shall be operated in compliance with all applicable federal, state and local laws. Subrecipient agrees the funding shall be used solely for the purpose of costs as detailed in Part I.1.A. of this Agreement.

2. TIME OF PERFORMANCE:

Subrecipient shall perform according to the following schedule:

		Program Element
1.	May 2026	Award of funds and contract with Williamson County
2.	May 2026-May 2027	Program Implementation
3.	Monitoring Period	To be determined based on statement below

Records are to be retained for four years from the date of submission of the County's CAPER in which the specific activity is reported for the last time, unless there is litigation, claims, audit, negotiation, or other actions involving the records, which has started before expiration of the four year period. In such cases, the records must be retained until completion of the action and resolution of all issues which arise from it or the end of the regular four year period, whichever is longer.

3. PROPOSED PROJECT BUDGET (see attached HUD budget):

	CDBG Amount	Subrecipient Amount
A. Construction\Rehabilitation\Installation	$150,000	_____
B. Eligible equipment (as outlined in 24 CFR 570.207(1))	_____	_____
C. Engineering, planning & administrative costs	_____	_____
D. Property Acquisition	_____	_____
CDBG Grant/Loan	$150,000	

EXHIBIT B
Williamson County Community Development Block Grant Audit Requirements

Williamson County Subrecipients will adhere to the following guidelines with regards to audit requirements:

Subrecipient agrees to comply with the applicable requirements and standards as set forth in 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Subrecipient agrees to furnish County with a current Financial Report (financial statements) within six (6) months from the end of its fiscal year covering the period of this Agreement that includes detailed receipts and disbursement of payments to Subrecipient hereunder. Future and unused grant funds will automatically be forfeited if the Subrecipient fails to submit a Financial Report.

However, if Subrecipient expends One Million Dollars ($1,000,000.00) or more in federal funds (all sources), Subrecipient must, within nine (9) months from the end of its fiscal year, supply County with a single audit and is required to submit their audit report to the Federal Audit Clearinghouse (FAC) within the earlier of 30 days after the receipt of the auditor's report, or within 9 months after the end of the audit period. Grant funds will automatically be forfeited if the Subrecipient fails to submit an audit within the allotted time.

If the Subrecipient expends less than One Million Dollars ($1.000,000.00) a year in federal funds (all sources), then they are exempt from the Single Audit requirements for that year; however, records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and the General Accounting Office.

If applicable, Subrecipient is required to submit a 990 Tax Return (Return of Organization Exempt from Income Tax) for the most recent fiscal year within six (6) months if submitting a Financial Report or within nine (9) months if submitting a Financial Audit. If the Subrecipient is not classified as an exempt entity as defined in 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, the Subrecipient will not be awarded grant funds.

If applicable, Subrecipient agrees to cooperate with County relating to any inquiries regarding the Financial Audit or Financial Report and Subrecipient acknowledges that a Financial Audit or Financial Report shall be provided to County at the expense of the Subrecipient. Financial Audit or Financial Report shall be available to County staff, and any and all applicable federal agencies, and be of unrestricted access, in accordance with 24 CFR Part 85.42 and 24 CFR Part 84.53 as applicable.

The Williamson County CDBG office will issue letters to remind Subrecipients of the audit requirements and request timely submission. Letters will be issued on or around January 5 of each year. If no response is received, a second letter will be issued on or around February 15 of each year. If no response is received, a third request will be made approximately two weeks following. If no response is received by March 15, a final notification will be issued advising the subrecipient of suspension of reimbursement and future funding pending receipt of requested information.

Failure to follow these guidelines could result in the forfeit of future Williamson County CDBG funds and/or repayment of Williamson County CDBG funds already utilized.

Upon receipt of the required audit documents, the Williamson County Community Development Block Grant office will do an initial review to identify findings that affect the Williamson County CDBG program or any cross-cutting findings that could affect future funding. The CDBG office will also request a review by the Williamson County Auditor's office.

In the event of a finding, Williamson County will issue a letter requesting additional information regarding the finding and the intentions of the Subrecipient to remedy the finding. Working with the Williamson County Auditor's office, the CDBG office will determine next steps to ensure that all federal, state, or local laws/statures are met.

If a Subrecipient is unable to provide required audit documentation and has utilized CDBG funding, Williamson County will have the option to request repayment and recapture unused funds. If a Subrecipient is unable to provide required audit documentation and has not utilized CDBG funding, Williamson County will not issue funding until requirements are met or will reallocate funds to an alternate project if necessary.

Extraco Banks

1504 Williams Drive
Georgetown, TX 78628
512.868.4100 P
512.868.4121 F
1.866.EXTRACO Toll Free

HABITAT FOR HUMANITY OF WILLIAMSON COUNTY

Building homes, communities, and hope in Williamson County

August 14, 2026

Dear City of Georgetown City Council Members,

On behalf of Habitat for Humanity of Williamson County, I am writing as Immediate Past President of our Board of Directors to express our strong support for the item on your consent agenda recommending $150,000 in funding for our Home Repair Program. We respectfully urge the Council's approval of this request.

Habitat for Humanity of Williamson County's Home Repair Program helps low-income, elderly, and disabled homeowners in Georgetown remain safely in the homes they already own. Our repairs address essential, health- and safety-critical needs — roofing, accessibility ramps, HVAC systems, and similar structural repairs — not cosmetic improvements. For many of our neighbors, these repairs are the difference between aging safely in place and facing displacement.

The need in our community is significant and growing. In 2024, our program completed 55 home repairs, and in 2025 we completed 54 more — nearly 110 homes made safer and healthier over the past two years alone. Despite this pace, our current waitlist stands at more than 60 households, each waiting for repairs that affect their safety, health, and ability to remain in their homes.

The City of Georgetown's proposed investment of $150,000 will directly expand our capacity to serve these families. This funding will allow us to take on additional repair projects, reduce the wait time for households already on our list, and reach more of the Georgetown homeowners who need our help most. It will also strengthen the long-standing partnership between the City and Habitat for Humanity of Williamson County in preserving safe, stable housing for our most vulnerable neighbors.

We are grateful for the City of Georgetown's continued partnership and its recognition of the critical role home repair plays in keeping our community's homeowners safe and housed. Thank you for your consideration and support of this funding request.

Sincerely,

Patrick Baker
Immediate Past President, Board of Directors
Habitat for Humanity of Williamson County

City of Georgetown, Texas
City Council
August 25, 2026

SUBJECT:
Approval to award FY2023 CDBG funds from Williamson County to Habitat for Humanity for the Home Repair Program

SUGGESTED ACTION:
Consideration and possible action for the Mayor to sign an agreement to award $150,000.00 of FY2023 Community Development Block Grant (CDBG) funds from Williamson County to Habitat for Humanity for their Home Repair Program in Georgetown -- Ryan Clark, AICP, Assistant Planning Director

ITEM SUMMARY:
Williamson County was awarded Entitlement County Status by the U.S. Department of Housing and Urban Development (HUD) in 2003. As such, the County receives and administers Community Development Block Grant (CDBG) funds to participating cities in the County with a focus on supporting community development and affordable housing efforts for low and moderate-income areas. The City of Georgetown currently participates in the County's program through a Cooperation Agreement.

The submission of an application to Williamson County for Community Development Block Grant funds was approved at the April 19, 2023, meeting of City Council. The application was for the Home Repair Program for approximately 23 eligible homeowners within the City of Georgetown.

Williamson County approved the application for $150,000.00 for the Home Repair Program in 2023. The funds have not yet been allocated to the City as the Home Repair Program ran by Williamson County Habitat for Humanity had sufficient funding in 2023 and has only recently reached a low balance for their home repair funds. The funds awarded in 2023 are still valid, and now staff recommend signing the updated agreement for the City to receive the $150,000 from Williamson County to be used by Habitat for Humanity for the Home Repair Program.

FINANCIAL IMPACT:
Williamson County has allocated $150,000.00 in Community Development Block Grant funding to the City of Georgetown to then be allocated to Habitat for Humanity for the Home Repair Program through a separate agreement.

SUBMITTED BY:
Anish Dsouza, Planning Department

ATTACHMENTS:
Exhibit 1 - FY23 CDBG Funding Agreement with Habitat for Humanity of Williamson County Home Repair Program.pdf

AGREEMENT BETWEEN THE CITY OF GEORGETOWN AND HABITAT FOR HUMANITY OF WILLIAMSON COUNTY

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This Agreement ("Agreement") by and between the City of Georgetown, Texas, a home-rule municipal corporation located in Williamson County, Texas (the "City"), and Habitat for Humanity of Williamson County, a Texas non-profit corporation ("Habitat"), (collectively, the "Parties").

RECITALS:

WHEREAS, Williamson County (the "County") is the recipient of Community Development Block Grant ("CDBG") funds granted by the U.S. Department of Housing and Urban Development (HUD) under Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301) and under the 1990 National Affordable Housing Act (Public Law 102-550); and

WHEREAS, the City established a Home Repair Program in 2008 to provide home repairs to homeowners who are residents of the City and have limited resources (the "Home Repair Program"); and

WHEREAS, the County desired to utilize such CDBG funds to assist the City, as subrecipient, in administering the Home Repair Program; and

WHEREAS, the City and the County are parties to that certain agreement for the use of Community Development Block Grant Funds Fiscal Year 2023 Funding dated _____, 2026, (the "County CDBG Agreement"), by which the County granted and the City accepted $150,000.00 of Community Development Block Grant funds (the " County CDBG Funds") to assist the City with the Home Repair Program for approximately 23 income-qualified households; and

WHEREAS, the City values partnerships with organizations that are committed to addressing our community's greatest public challenges; and

WHEREAS, the purpose of City funding to the nonprofit sector is to cultivate and sustain partnerships with 501(c)(3) organizations that strengthen the City's key priorities in public safety, transportation, housing, parks and recreation, veteran services and safety net; and

WHEREAS, the City finds that eligible organizations in the area of housing services include those that offer emergency shelter, transitional or temporary housing, and affordable housing; and

WHEREAS, the City finds that Habitat provides housing services for the

community, accomplishes a public purpose, and benefits the community of Georgetown, Texas as it enhances the quality of life, preserves neighborhoods, conserves resources through improving energy efficiency and eliminates conditions detrimental to public health and safety per Chapter 373 of the Texas Local Government Code; and

WHERAS, Habitat acts as the City's agent in administration of the City's Home Repair Program; and

WHEREAS, the City finds that the services Habitat will provide pursuant to this Agreement are services that the City would provide, absent this Agreement, within the vision and limitations otherwise placed upon the City;

NOW, THEREFORE, in consideration of the mutual covenants set forth above, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. RECITALS ADOPTED

    1.1. The recitals set forth above are hereby adopted and incorporated herein in their entirety as if fully set forth herein.

2. TERM

    2.1. The term of this Agreement shall be the same as the term of the County CDBG Agreement as set forth in Exhibit A to the CDBG Agreement

3. CITY HOME REPAIR PROGRAM REQUIREMENTS AND ADMINISTRATION

    3.1. Habitat will administer the City's Home Repair Program as established by the following City guidelines:

        3.1.1. Applicants awarded County CDBG Funds must be residents of the City (must live within the city limits), eligible to receive federal benefits under 24 CFR 570.613, and satisfy the set income eligibility requirements. Income eligibility is defined as low-income households at 80% of the Median Income. A household is defined as anyone that resides in the household. Household income is the total income of everyone in the house who is eighteen (18) years or older. Proof of income must be submitted.

        3.1.2. The home on the application must be owner-occupied for at least two (2) years (person who lives in the home owns the home and has done so for a minimum of two (2) years), and the applicant must be the homeowner(s). Property taxes must not be outstanding on the property, or the owner must be enrolled in a program with the Tax Assessor. Applicant must submit proof of identification, ownership, and payment of property taxes.

        3.1.3. Eligible repairs include exterior improvements (roofing, siding); weatherization (windows); energy efficiency/conservation (plumbing, electrical); accessibility; and safety.

3.1.4. Habitat will obtain permits for all projects that require permitting. Upon proper City Council approval, the City will waive permit fees for projects completed pursuant to the City's Home Repair Program.

3.1.5. Habitat will photograph the property prior to beginning home repairs and upon completion of repairs.

3.1.6. Habitat will notify the City within five (5) working days of completion of home repairs.

3.1.7. In addition to providing repairs, Habitat will increase outreach and awareness of repair opportunities for low-income families in Georgetown and will further the City's goals of the City's Home Repair Program, including (1) provide home repairs to homeowners with limited resources; (2) avoid demolition by neglect by code enforcement; (3) maintain neighborhoods (neighborhood revitalization); (4) safety; and (5) accessibility.

3.1.8. Habitat will provide a final report to the City in the format prescribed in the attached Exhibit A on or before December 31, 2026 that identifies and includes (1) how the City's funds were used; (2) an analysis of the goals set forth in section 2.1.7 of this Agreement; and (3) the total numbers served and the total number of Georgetown residents served.

3.1.9. As the City's agent in administration of the City's Home Repair Program, for any portion of the Home Repair Program that utilizes County CDBG Funds Habitat will abide by all of the requirements placed upon the City within the County CDBG Agreement, herein incorporated by reference, including but not limited to the audit, tracking, and reporting requirements set forth in the County CDBG Agreement. In the event of conflict between terms of this Agreement and the County CDBG Agreement, the terms of the County CDBG Agreement shall prevail.

3.1.10. Habitat shall maintain records for four years from the date of submission of the County's CAPER in which the specific activity is reported for the last time, unless there are litigation, claims, audit, negotiation, or other actions involving the records, which has started before expiration of the four-year period. In such cases, the records must be retained until completion of the action and resolution of all issues which arise from it or the end of the regular four-year period, whichever is longer.

4. COMPENSATION AND METHOD OF PAYMENT

4.1. The City agrees to reimburse Habitat up to a $150,000.00 from the County CDBG Funds for eligible uses in the City's Home Repair Program, as follows:

4.1.1. Based on the approved budget, partial payments shall be made upon presentation of (i) architect's Certificates for Payment for applicable labor

and construction materials and supplies purchased or billed from the contractor for progress payments for project work completed, and/or (ii) purchase agreements, invoices, executed lien waivers, and other supporting documents covering all amounts to be paid, and/or (iii) time sheets and other source documents. Payments will be made for eligible expenses actually incurred by Habitat, and not to exceed actual cash requirements, and are subject to approval by the County.

4.1.2. All payments under this Agreement are subject to receipt by the County of sufficient federal funds for the CDBG program, as well as receipt by the City of sufficient County CDBG Funds for the City's Home Repair Program. Any termination, reduction or delay of receipt of CDBG funds to the County, or any termination, reduction or delay of receipt of County CDBG Funds to the City, shall, at the sole option of the City, result in the termination, reduction or delay of County CDBG Funds to Habitat.

4.1.3. The City shall promptly present any Habitat invoices and supporting information as required by Section 3. 1. 1 above to the County for approval. Upon County's approval of the invoices and release of County CDBG Funds to the City for eligible expenses thereunder, the City shall promptly disburse the funds to Habitat. The City shall not hold funds.

4.1.4. Habitat shall report all program income as defined at 24 CFR 570. 500(a) generated by activities carried out with County CDBG Funds made available under this Agreement. The use of program income by Habitat shall comply with the requirements set forth at 24 CFR 570.504. Habitat may use such income during the term of this Agreement for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unused program income shall be returned to the City at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the City.

5. INDEMNIFICATION

5.1. HABITAT 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 HABITAT, ITS AGENTS, REPRESENTATIVES, VOLUNTEERS, EMPLOYEES, OR SUBCONTRACTORS UNDER THIS AGREEMENT. SUCH INDEMNITY SHALL APPLY REGARDLESS OF WHETHER THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, OR

LIABILITY ARISE IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE CITY, ANY OTHER PARTY INDEMNIFIED HEREUNDER, HABITAT, OR ANY THIRD PARTY.

6. TERMINATION

6.1. This Agreement may be terminated by either Party at any time after providing at least 30 working days' written notice to the other Party.

7. ASSIGNMENT

7.1. Habitat shall not assign, sublet, or transfer its interest in this Agreement without prior written consent of the City, which may be withheld for any reason. If such consent is granted, it shall then be the duty of Habitat, its successors and assigns, to give prompt written notice to the City of any assignment or transfer of any of Habitat's rights in this Agreement.

8. MISCELLANEOUS PROVISIONS

8.1. No Waiver. No waiver by the City of any default or breach of any covenant, condition, or stipulation herein contained shall be treated as a waiver of any subsequent default or breach of the same or any other covenant, condition, or stipulation hereof.

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

8.3. Notice. 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 Habitat:

Habitat for Humanity of Williamson County
ATTN: Philip Golden
Executive Director
2108 N. Austin Avenue
Georgetown, Texas 78626

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

8.4. Headings. The paragraph headings contained herein are for convenience of reference and are not intended to define, extend, or limit any provisions of this Agreement.

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

8.6. Jurisdiction and Venue. This Agreement will be interpreted according to the Constitution and laws of the State of Texas. Venue of any court action brought directly or indirectly by reason of this Agreement shall be in Williamson County, Texas. This Agreement is made and is to be performed in Williamson County, Texas, and is governed by the laws of the State of Texas.

8.7. Authorization. The signers of this Agreement each hereby represents that he or she has full authority to execute this Agreement on behalf of the party for which he or she is acting.

8.8. Entire Agreement. This Agreement and addenda contain the final and entire agreement between the Parties hereto and contain all of the terms and conditions agreed upon, and supersede all other agreements, oral or otherwise, none of which shall hereafter be deemed to exist or to bind the Parties hereto; it being the intent of the Parties that neither shall be bound by any term, condition, or representation not herein written.

EXECUTED effective as of the date of final signature below.

[*signature pages to follow*]

HABITAT FOR HUMANITY:

Habitat for Humanity of Williamson County,
a Texas non-profit corporation

By: _____
Name
Title

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me this _____ day of _____, 2026 by _____, _____ of Habitat for Humanity of Williamson County, a Texas non-profit corporation on behalf of said company.

My Commission Expires: _____
NOTARY PUBLIC, STATE OF TEXAS

THE CITY OF GEORGETOWN

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

By: _____
Josh Schroeder
Mayor

ATTEST:

_____
Robyn Densmore
City Secretary

APPROVED AS TO FORM:

_____
Skye Masson
City Attorney

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me this _____ day of _____, 2026 by Josh Schroeder, Mayor of the City of Georgetown, Texas, a home-rule city, on behalf of the city.

My Commission Expires:

_____
NOTARY PUBLIC, STATE OF TEXAS

Exhibit A: Final Report

Habitat will take photos of each home before and after repairs are made to submit with the Final Report to the City. In addition, Habitat will report information for each home repair as outlined in the table below.

Fiscal Year	Address	Repair Amount	Work performed by	Repair Detail	Goal met	Number of Georgetown Residents served	Program referral

City of Georgetown, Texas
City Council
August 25, 2026

SUBJECT:
Interlocal Agreement with GISD for use of City of Georgetown Pools

SUGGESTED ACTION:
Consideration and possible action to approve the Interlocal Agreement with Georgetown Independent School District for use of Williams Drive Pool, Village Pool and Classroom, and the Recreation Center Indoor Pool -- Eric Nuner, Interim Parks and Recreation Director

ITEM SUMMARY:
Georgetown Independent School District utilizes Williams Drive Pool, Village Pool and Classroom, and the Recreation Center indoor pool to conduct swim team practices, swim clinics, and swim meets. The City Charter requires a use agreement for extended use of City property by an outside group. This use agreement outlines use of the facilities including agency responsibility, improvements to the area, fees to be charged, and required insurance.

The original agreement provided an initial term of (1) year, ending August 31, 2023, and provided for three (3) additional one-year renewal terms. With the expiration of the original agreement set to expire August 31, 2026.

In this agreement, the parties agree to the attached agreement for a one-year term, which will begin immediately upon the expiration of the previous agreement and will end on August 31, 2027. The parties agree to increase the fees associated with using the facilities.

FINANCIAL IMPACT:
N/A

SUBMITTED BY:
Amy Castillo, Parks and Recreation

ATTACHMENTS:
GISD 9.1.26-8.31.27(wGISDsignature).pdf

Purchasing Office Contract Reference #:

970-FS-20260901-A

CH (Exhibit – B)

GISD Contracts and Agreements Transmittal Form and Cover Page

All information in sections A, B and C below are to be provided with a copy of the contract to the Purchasing Office. A copy of the contract should be maintained by the campus / department. The contract will be reviewed, and if signed, issued a Contract reference number. An electronic copy of the signed contract will be returned to the campus / department. It is the end user's responsibility to forward a copy to the contractor. Any requests for information of this contract should reference this number. **NOTE: Do Not submit the form or contract if Booster or PTO Funds are being used.**

A *Contract Title / Description*

Use of Swim Facilities

Original Term Dates: **Start:** 9/1/2026 **End:** 8/31/2027

Is this an extension / amendment? ☐ Yes If yes, new end date: Original Reference #:

Est. Contract Value: $25,000 Solicitation Reference: Local Gov't

Contracts:

- ☐ Instructional / Data Sharing (IP)
- ☐ School / Class / Event Pictures (SC)
- ☐ Event Services / Equip Rentals (ES)
- ☐ Specialized Student Services (SS)
- ☐ Interlocal Agreement (IA)
- ☐ Other Agreement Type (OA):
- ☐ IT Services / Maintenance (IT)
- ☐ Equipment Maintenance (EM)
- ☐ Field Trips / Student / Charter Travel (FT)
- ☐ Memorandum of Understanding (MU)
- ☐ Software / Software Maintenance (SM)
- ☒ Facility / Venue Rentals (FS)
- ☐ Staff Development / Training (SD)
- ☐ Yearbook / Custom Printing (YC)
- ☐ Major Contract / Agreement (MC)
- ☐ Construction Services (CS)

B *Contractor Information*

Contractor Name: City of Georgetown Business Phone #: 512-930-3723

Business Address: PO Box 409 City: Georgetown St: TX Zip: 78627

Contact Person: David Morgan Title: City Manager Phone: 512-930-3723 Email: David.morgan@georgetowntexas.gov

C *Campus / Department Information*

Campus / Dept Name: Athletics Campus / Department Org Code (3-digits): 970

Contact Person*: Debbie Pullen Title: Administrative Assistant Phone: 5106

Campus / Department Authorized Signature (required): x Angie Marsh Title: Director of Purchasing Date: 7/13/2026

* The contact person will be the individual handling and processing the contract.

Purchasing Office Information

Date Contract Received: 7/13/2026 Rec'd by: AM Database Entry Date:

☒ Forwarded to Administration for Signature Name of Administrator: Angie Marsh

Purchasing Office Comments:

INTERLOCAL AGREEMENT BETWEEN THE CITY OF GEORGETOWN AND GEORGETOWN INDEPENDENT SCHOOL DISTRICT

This Interlocal Agreement ("Agreement") is entered into on _____, 2026, by and between **CITY OF GEORGETOWN**, a Texas Home-Rule Municipal Corporation (the "City"), and **GEORGETOWN INDEPENDENT SCHOOL DISTRICT** ("GISD"), an independent school district of the State of Texas, collectively, the "Parties".

Pursuant to the authority granted by the Texas interlocal Cooperation Act, Chapter 791, Texas Government Code providing for the cooperation between local government bodies, the parties hereto, in consideration of the premises and mutual promises contained herein, agree as follows:

1. **Use Area.** City hereby agrees to allow the use of the Williams Drive Pool, Village Pool, the Recreation Center Indoor Pool, and The Village Pool Classroom, as shown in Exhibit A (the "Use Area").

2. **Use Term.** The initial term of this Agreement shall begin on September 1, 2026, and end on August 31, 2027 (the "Initial Term"). Upon expiration of the Initial Term, the Agreement may be renewed, if the parties agree in writing, for up to three (3) additional one-year terms ("Use Term") on the same terms and conditions. Either party has the right to terminate this Agreement before the end of the Use Term, provided written notice is given at least ninety (90) days prior to the termination.

3. **Use of Property.** GISD may utilize the Use Area to hold recreational swim team practices, swim clinics, and swim meets. No other designated activity of the Use Area shall be permitted without the City's expressed written permission. The City shall maintain rights of approval of activities allowed in the Use Area at all times. GISD's occupation and utilization of the Use Area is nonexclusive. Any use of the Use Area requires the prior written approval of the City.

4. **Prohibited Use.** GISD may not use or permit any part of the Use Area to be used for:

   (a) Any activity that is a nuisance or is offensive, noisy, or dangerous; or

   (b) Any activity that violates any applicable law, regulation, ordinance, governmental order, or this Agreement.

5. Non-Discrimination. GISD will operate their swim program without discriminating against any person or class of persons because of race, religion, color, gender, sexual orientation, sex, age, national origin, or disability.

6. Improvements. If GISD desires improvements for the Use Area, which include any physical changes, whether permanent or temporary, GISD must submit a written request to the City with a detailed description of proposed improvements along with detailed costs associated with the project. If approved, the City, will select a contractor to complete the work. GISD will not be allowed to pursue the improvements on their own. Additionally,

GISD shall make full payment to the City to pay all costs of any improvements prior to the start of the project. Any improvements to the Use Area made on behalf of GISD shall immediately become property of the City.

7. **Responsibilities.** The City shall maintain Williams Drive Pool, Village Pool, the Village Pool Classroom and the Recreation Center Indoor Pool as presented in Exhibit B Responsibilities. GISD shall share the responsibilities with the City as outlined in Exhibit B Responsibilities.

8. **Fees.** Rental rates for exclusive use of the Village Pool will be $60 per hour and Williams Drive Pool will be $70 per hour. Rental rates for exclusive use of only a lap lane or lanes at the Village Pool, the Williams Drive Pool, or the Recreation Center Indoor Pool will be invoiced at $12 per lane, per hour. Rental rates for swim meets will be $175 per hour for the pool facility and $75 per hour for use of the timing system. Rental rates for shared use of the Village Pool Classroom will be $60 per month for the term of this agreement. In addition to the hourly rates, GISD will be responsible for paying all utility fees and any maintenance associated with the operation of the heater at Village Pool. The City shall track the hours of approved use and invoice GISD on the first day of the following month for the prior month's usage. GISD will be credited for cancellations by the City as well as cancellations due to inclement weather provided that the City is notified of the inclement weather cancellation the following business day. All fees shall be paid in full to the City or disputed within 30 days of the date of the invoice. Fees include the cost of Lifeguard coverage, which is required at all times in the use of any of the pools.

9. **Emergency Action Plan.** GISD shall provide the City with a written Emergency Action Plan to reflect the course of action to be taken in cases of injuries and/or weather-related emergencies. The plan should identify those responsible for initiating action and what steps should be taken to summon EMS or dismiss or evacuate participants and spectators if necessary.

10. **Pool Closures.** The City will notify GISD in advance whenever possible about aquatic facility closures. These closures may result from mechanical problems and/or inclement weather closures (e.g. lightning or cold temperatures). More details about inclement weather closings can be found on the City's website: https://www.georgetowntexas.gov/parks/facilities_and_rentals/pools_splash_pads/index.php

11. **Insurance.** GISD will provide insurance written by companies licensed to conduct business in the State of Texas. GISD shall keep this policy in full force and effect during the term of this Agreement. Insurance in the amounts and types included on the attached as Exhibit C and incorporated by reference. The insurance policies will name the City, its officers, officials and employees as additional insureds. All insurance policies shall be subject to the examination and approval of the City for sufficiency as to content, form of protection, coverage and the insurance company providing coverage. GISD shall furnish a Certificate of Insurance to the City evidencing compliance with the required insurance requirements at the time GISD delivers the executed Agreement to the City. GISD agrees to provide a copy of any insurance policy on the City's request. All insurance policies shall

provide that the insurance coverage shall not be canceled or materially changed without a minimum of thirty (30) days' advance notice in writing to the City. GISD failure to comply with the insurance requirements in a timely manner shall be cause for termination of the Agreement.

12. INDEMNITY. **TO THE EXTENT ALLOWED BY LAW, THE CITY, ITS OFFICERS, OFFICIALS AND EMPLOYEES, SHALL NOT BE LIABLE TO GISD, ITS DIRECTORS, OFFICERS, OFFICIALS, EMPLOYEES, MEMBERS, CUSTOMERS, VOLUNTEERS, AGENTS OR REPRESENTATIVES, FOR ANY DAMAGE CAUSED BY NEGLIGENCE OF GISD, ITS DIRECTORS, OFFICERS, OFFICIALS, EMPLOYEES, MEMBERS, CUSTOMERS, VOLUNTEERS, AGENTS OR REPRESENTATIVES. GISD ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR LOSS, DAMAGES, CLAIMS, INJURIES, LAWSUITS, JUDGMENTS OR CAUSES OF ACTION OF ANY TYPE, INCLUDING BUT NOT LIMITED TO ANY ACTION ARISING OUT OF THE AGREEMENT, GISD'S OPERATIONS OR ACTIVITIES, AND/OR THE SWIM TEAM. GISD RELEASES, FULLY INDEMNIFIES, HOLDS HARMLESS AND AGREES TO DEFEND THE CITY, ITS OFFICERS, OFFICIALS AND EMPLOYEES, FROM ANY AND ALL LIABILITY, LOSS DAMAGES, CLAIMS, INJURIES, LAWSUITS, JUDGMENTS OR CAUSES OF ACTION OF ANY TYPE, INCLUDING BUT NOT LIMITED TO ANY ACTION TAKEN AS A RESULT OF CONDUCTING SWIM TEAM PRACTICE, ARISING OUT OF THE AGREEMENT, AND/OR GISD'S OPERATIONS OR ACTIVITIES.**

13. Default. Either party's violation of any provision of this Agreement shall constitute a default. The non-defaulting party shall have thirty (30) days from the receipt of a notice of default to cure the default. If either party fails to cure the default within such time, the non-defaulting party may immediately terminate this Agreement.

14. Notices. Notices or other correspondence concerning this Agreement shall be in writing and are effective when mailed, hand-delivered, or transmitted by facsimile or electronic transmission as follows:

To City:

City of Georgetown
ATTN: City Manager
P.O. Box 409
Georgetown, Texas 78627
Phone: 512.930.3723
Fax: 512.930.3622
Email: david.morgan@georgetowntexas.gov

To GISD:

Address: 507 E. University Ave.
Georgetown, TX 78626

Phone: 512-943-5000
Fax: 512-943-1896
Email: purchasing@georgetownisd.org

With a copy to:
City Attorney
ATTN: Skye Masson, City Attorney
P.O. Box 409
Georgetown, Texas 78627
Email: skye.masson@georgetowntexas.gov

15. **Access by City.** The City may enter the User Area at any time for any purpose.

16. **Condition of Property.** GISD has inspected the Use Area and accepts the Use Area in its present condition "AS IS" unless expressly provided otherwise in this Agreement. The City has made no express or implied warranties as to the condition or permitted use of the Use Area. THE CITY SHALL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE TO PROPERTY STORED WITHIN THE USE AREA. All property of GISD, its customers, invitees, or licensees, kept or stored on the Use Area shall be so kept or stored at the risk of GISD only and GISD releases and agrees to indemnify the City and save it harmless from any claims arising out of any damage to the same including, without limitation, any subrogation claims by GISD's insurers. At the time this Agreement ends, GISD will surrender the Use Area in the same condition as when received, normal wear and tear excepted. GISD will not cause damage to the Use Area and will not cause or allow hazardous materials or environmental contaminants in the Use Area. If GISD leaves any personal property in the Use Area after expiration of a Use Term, the City may, at its sole option: (I) require GISD, at GISD's expense, to remove the personal property within ten (10) days after written notice to GISD; or (2) retain such personal property as forfeited property.

17. **Records.** GISD shall provide a complete copy of its Articles of Incorporation, Bylaws and/or other governing documents, and its rules and regulations for the swim program, with the executed Agreement. GISD shall provide the City an annual report of the number of swimmers registered in the programs operated by GISD.

18. **Entire Agreement.** This Agreement constitutes the sole and only agreement of the parties, and supersedes any prior understandings or written or oral agreements between the Parties, concerning the subject matter of this Agreement. There are no verbal or written representations, understandings, stipulations, agreements or promises pertaining to this Agreement that are not incorporated in this Agreement. All exhibits referenced in this Agreement are attached and incorporated by reference for all purposes.

19. **Severability.** If a provision of this Agreement shall be held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed and interpreted as if such invalid, illegal or unenforceable provisions had not been included.

20. **Amendment.** This Agreement may not be modified or amended except in writing signed by the City and GISD.

21. **Applicable Law.** This Agreement shall be construed and interpreted in accordance with Texas law. The parties agree that this Agreement is performable in Williamson County, Texas.

22. **Non-Assignment.** GISD shall not assign or transfer any right or interest in the Agreement, in whole or in part, without prior written approval of the City. GISD shall not sublease or rent out facilities without prior written consent of the City. This Agreement shall bind the parties, and their respective legal representative, successors, and permitted assigns.

23. **No Third-Party Beneficiaries.** This Agreement shall not be construed as affording any rights or benefits to anyone other than the City and GISD.

24. **No Waiver.** Any waiver by any Party of its rights with respect to a default or requirement under this Agreement will not be deemed a waiver of any subsequent default or other matter.

Per Section 791.011 of the Government Code, each Party paying for the performance of government functions or services must make those payments from current revenues available to the paying Party. Neither the City of Georgetown nor GISD will charge an administrative fee.

This Agreement shall take effect upon execution by the signatories and shall be in effect from date of execution until terminated by either party with thirty (30) days written notice.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their authorized offices.

[signatures on the following page]

EXECUTED this _____ day of _____, 2026.

GEORGETOWN INDEPENDENT SCHOOL DISTRICT

By: Angie Marsh
Printed Name: Angie Marsh
Title: Director of Purchasing
Date: July 13, 2026

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

ACKNOWLEDGMENT

This instrument was acknowledged before me on this the 12 day of August, 2026, by Angie Marsh, a person known to me in his/her capacity _____ on behalf of GISD.

JACQUELINE A MIKESKA
Notary Public, State of Texas
Comm. Expires 11/04/2028
Notary ID 126453140

Jackie Mikeska
Notary Public in and for the State of Texas

City of Georgetown, Texas

By:_____
Josh Schroeder, Mayor

ATTEST:

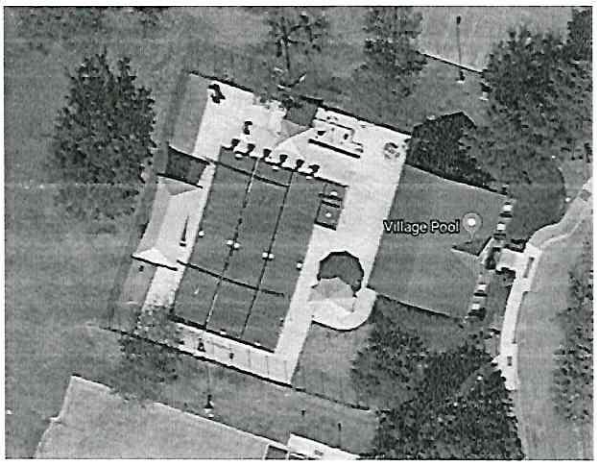
_____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

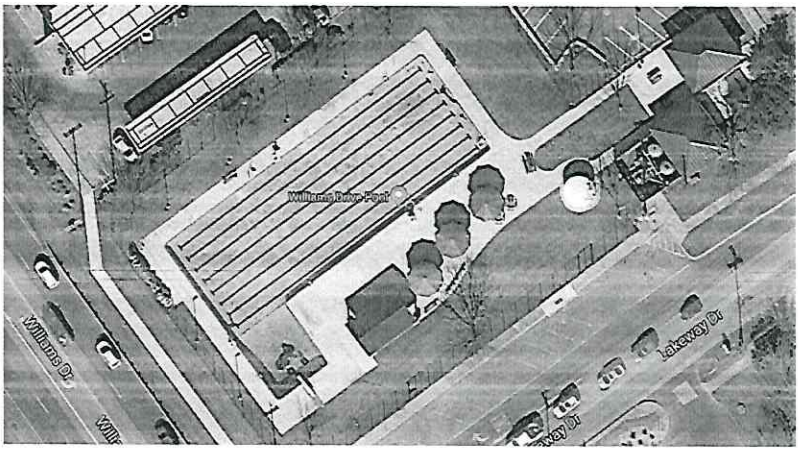
_____
Skye Masson, City Attorney

EXHIBIT A

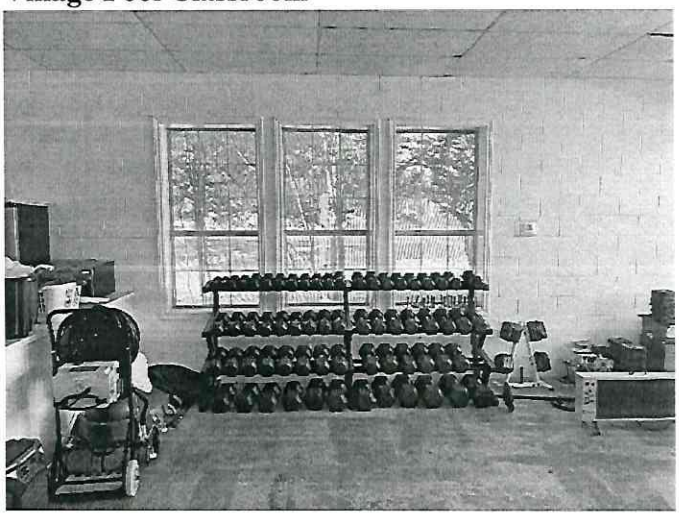
Village Pool



Williams Drive Pool



Village Pool Classroom



Recreation Center Indoor Pool



EXHIBIT B

Responsibilities

GISD shall be responsible for reporting necessary maintenance repairs to the City no later than the following workday.

The following chart outlines maintenance and safety responsibilities.

TASK	GISD	PARD	COMMENT
Trash and Litter Pick-Up	X	X	User groups are responsible for picking up their trash and litter following their scheduled use.
Chemical Checks		X	
Backwashing		X	
Brushing Pool Walls/Bottom		X	
Empty Skimmer Baskets		X	
Clean and organize storage areas	X		User groups are responsible for organizing their storage areas following their scheduled use.
Insert and Remove Auto Vac/Aerator at Williams Drive		X	As Needed
Insert and Remove Pool Cover Village	X		GISD will determine the need for covers based on weather.
Place Trash Cans on Curb for Pick-Up		X	
Plumbing Repair		X	
Parking Lot Maintenance		X	
Winterize facility		X	
Stock Janitorial Supplies		X	
Building Light Bulbs Replacement		X	PARD exterior only

Clean Restrooms	X	X	User groups are responsible for cleaning up after themselves following their scheduled use.
Pest Control (Building)		X	PARD exterior only
Electrical		X	
Time Clocks	X		Time clocks at the outdoor pools are not needed by the City. Swim teams will be responsible for their own time clock needs.
Facility Signs		X	
Provide Lifeguards		X	
Pool Heater Maintenance	X		
Monthly Gas Bill for Pool Heater	X		

EXHIBIT C

TYPE	AMOUNT
Comprehensive General Liability including contractual liability, premises/operations and personal injury liability.	Bodily Injury $250,000 per person $500,000 aggregate Property Damage $100,000 per occurrence $100,000 aggregate

City of Georgetown, Texas
City Council
August 25, 2026

SUBJECT:
Facility use agreement with Georgetown Summer Swim Association

SUGGESTED ACTION:
Consideration and possible action to approve a facility use agreement with Georgetown Summer Swim Association for use of Williams Drive Pool, Village Pool, and the Recreation Center Indoor Pool -- Eric Nuner, Interim Parks and Recreation Director

ITEM SUMMARY:
Georgetown Summer Swim Association is a youth swim team that utilizes the Village Pool, Williams Drive Pool, and the Recreation Center indoor pool to conduct recreational swim team practices, swim clinics, and swim meets. The City Charter requires a use agreement for extended use of City property by an outside group. This use agreement outlines use of the facilities, including agency responsibilities, improvements to the area, fees to be charged, and required insurance.

The original agreement provided an initial term of (1) year, ending September 30, 2022, and provided for four (4) additional one-year renewal terms. With the expiration of the original agreement set to expire September 30, 2026.

In this agreement, the parties agree to the attached agreement for a one-year term, which will begin immediately upon the expiration of the previous agreement and will end on September 30, 2027. The parties agree to increase the fees associated with using the facilities.

FINANCIAL IMPACT:
N/A

SUBMITTED BY:
Amy Castillo, Parks and Recreation

ATTACHMENTS:
Georgetown Summer Swim Association 10.1.26-9.30.27Signed.pdf

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

FACILITY USE AGREEMENT

THIS **FACILITY USE AGREEMENT** (the "Use Agreement) is made the 30th day of JULY, 2026, by and between the **CITY OF GEORGETOWN**, a Texas home-rule municipal corporation ("City") and the Georgetown SUMMER SWIM ASSOCIATION, a non-profit entity, herein called ("GEORGETOWN SUMMER SWIM ASSOCIATION"). For and in consideration of the mutual covenants and agreements herein contained, it is mutually agreed as follows:

1. **Use Area.** City hereby agrees to allow the use of the Williams Drive Pool, Village Pool and the Recreation Center Indoor Pool as shown in Exhibit "A" (the "Use Area").

2. **Use Term**. The initial term of this Use Agreement shall be for one year, beginning on **October 1, 2026,** and ending on **September 30, 2027** (the "Initial Term"). Upon expiration of the Initial Term, the Use Agreement may be renewed, if the parties agree, for up to four (4) additional one (1) year terms on the same terms and conditions. Either party has the right to terminate this Use Agreement prior to the end of the Use Term, provided written notice is given at least ninety (90) days prior to the termination.

3. **Use of Property**. GEORGETOWN SUMMER SWIM ASSOCIATION will utilize the Use Area to hold recreational swim team practices, swim clinics and swim meets. No other designated activity of the Use Area shall be permitted without expressed written permission of the City. The City shall maintain rights of approval of activities allowed in the Use Area at all times. GEORGETOWN SUMMER SWIM ASSOCIATION occupation and utilization of the Use Area is nonexclusive. Any use of the Use Area requires the prior written approval of the City.

4. **Prohibited Use.** GEORGETOWN SUMMER SWIM ASSOCIATION may not use or permit any part of the Use Area to be used for:

   (a) Any activity that is a nuisance or is offensive, noisy, or dangerous; or

   (b) Any activity that violates any applicable law, regulation, ordinance, governmental order, or this Use Agreement.

5. **Non-Discrimination**. GEORGETOWN SUMMER SWIM ASSOCIATION will operate their swim program without discriminating against any person or class of persons on account of race, religion, color, gender, sexual orientations, sex, age, national origin, or disability and will seek participation by all interested members of the public.

6. **Meeting Space**. The City shall provide, at no cost, a meeting space at the Village Pool Meeting Room for a maximum of four meetings in a calendar year. Dates and meeting space will be determined at a later time and will be subject to availability.

7. **Improvements**. If GEORGETOWN SUMMER SWIM ASSOCIATION desires improvements for the Use Area, including any physical changes, whether temporary or permanent, GEORGETOWN SUMMER SWIM ASSOCIATION must submit a written request to the City with a detailed description of proposed improvements along with detailed costs associated with the project. If approved, the City, will select a contractor to complete the work. GEORGETOWN SUMMER SWIM ASSOCIATION will not be allowed to pursue the improvements on their own. Additionally, GEORGETOWN SUMMER SWIM ASSOCIATION shall make full payment to the City to pay all costs of any improvements prior to the start of the project. Any capital improvements to the Use Area made on behalf of GEORGETOWN SUMMER SWIM ASSOCIATION shall immediately become property of the City. Alterations made to the Use Area by GEORGETOWN SUMMER SWIM ASSOCIATION without prior approval from the City will be removed or taken over by the City at the sole expense of GEORGETOWN SUMMER SWIM ASSOCIATION.

8. **Responsibilities.** The City shall maintain Williams Drive, Village Pool and the Recreation Center Indoor Pool as presented in Exhibit "B" Responsibilities. GEORGETOWN SUMMER SWIM ASSOCIATION shall share the responsibilities with the City as outlined in Exhibit "B" Responsibilities.

9. **Fees.** Rental rates for the exclusive use of the Village Pool will be $60 per hour and Williams Drive Pool will be $70 per hour. Rental rates for exclusive use of only a lap lane or lanes at the Village Pool, the Williams Drive Pool, or the Recreation Center Indoor Pool will be invoiced at $12 per lane, per hour. Rental rates for swim meets at the Recreation Center Indoor pool will be $175 per hour for the pool facility and $75 per hour for use of the timing system.. The City shall track the hours of approved use and invoice on the first day of the following month for the prior month's usage. Fees include the cost of Lifeguard coverage which is required at all times in the use of any of the pools. Georgetown Summer Swim Association will be credited for cancelations by the City, as well as cancelations due to inclement weather provided that the City is notified of the inclement weather cancelation the following business day. All fees shall be paid in full to the City or disputed within thirty (30) days of the date of the invoice. Fees include the cost of Lifeguard coverage, which is required at all times in the use of any of the pools.

10. **Emergency Action Plan**. GEORGETOWN SUMMER SWIM ASSOCIATION shall provide the City with a written Emergency Action Plan to reflect the course of action to be taken in cases of injuries and/or weather-related emergencies. The plan should identify those responsible for initiating action and what steps should be taken to summon EMS or dismiss or evacuate participants and spectators if necessary.

11. **Pool Closures.** The City will notify GEORGETOWN SUMMER SWIM ASSOCIATION in advance whenever possible about aquatic facility closures. These closures may result from mechanical problems and/or inclement weather closures (e.g. lightning or cold temperatures). More details about inclement weather closings can be found on the City's website: https://www.georgetowntexas.gov/parks/facilities_and_rentals/pools_splash_pads/index.php

12. **Insurance.** GEORGETOWN SUMMER SWIM ASSOCIATION will provide insurance written by companies licensed to conduct business in the State of Texas. GEORGETOWN SUMMER SWIM ASSOCIATION shall keep this policy in full force and effect during the term of this Use Agreement. Insurance in the amounts and types included on the attached as Exhibit "C" and incorporated by reference. The insurance policies will name the City, its officers, officials and employees as additional insureds. All insurance policies shall be subject to the examination and approval of the City for sufficiency as to content, form of protection, coverage and the insurance company providing coverage. GEORGETOWN SUMMER SWIM ASSOCIATION shall furnish a Certificate of Insurance to the City evidencing compliance with the required insurance requirements at the time GEORGETOWN SUMMER SWIM ASSOCIATION delivers the executed Use Agreement to the City. GEORGETOWN SUMMER SWIM ASSOCIATION agrees to provide a copy of any insurance policy on the City's request. All insurance policies shall provide that the insurance coverage shall not be canceled or materially changed without a minimum of thirty (30) days' advance notice in writing to the City. GEORGETOWN SUMMER SWIM ASSOCIATION failure to comply with the insurance requirements in a timely manner shall be cause for termination of the Use Agreement.

13. **INDEMNITY. THE CITY, ITS OFFICERS, OFFICIALS AND EMPLOYEES, SHALL NOT BE LIABLE TO GEORGETOWN SUMMER SWIM ASSOCIATION, ITS DIRECTORS, OFFICERS, OFFICIALS, EMPLOYEES, MEMBERS, CUSTOMERS, VOLUNTEERS, AGENTS OR REPRESENTATIVES, FOR ANY DAMAGE CAUSED BY NEGLIGENCE OF GEORGETOWN SUMMER SWIM ASSOCIATION, ITS DIRECTORS, OFFICERS, OFFICIALS, EMPLOYEES, MEMBERS, CUSTOMERS, VOLUNTEERS, AGENTS OR REPRESENTATIVES. GEORGETOWN SUMMER SWIM ASSOCIATION ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR LOSS, DAMAGES, CLAIMS, INJURIES, LAWSUITS, JUDGMENTS OR CAUSES OF ACTION OF ANY TYPE, INCLUDING BUT NOT LIMITED TO ANY ACTION ARISING OUT OF THE USE AGREEMENT, GEORGETOWN SUMMER SWIM ASSOCIATION'S OPERATIONS OR ACTIVITIES, AND/OR THE SWIM TEAM. GEORGETOWN SUMMER SWIM ASSOCIATION RELEASES, FULLY INDEMNIFIES, HOLDS HARMLESS AND AGREES TO DEFEND THE CITY, ITS OFFICERS, OFFICIALS AND EMPLOYEES, FROM ANY AND ALL LIABILITY, LOSS DAMAGES, CLAIMS, INJURIES, LAWSUITS, JUDGMENTS OR CAUSES OF ACTION OF ANY TYPE, INCLUDING BUT NOT LIMITED TO ANY ACTION TAKEN AS A RESULT OF CONDUCTING SWIM TEAM PRACTICE, ARISING OUT OF THE USE AGREEMENT, AND/OR GEORGETOWN SUMMER SWIM ASSOCIATION'S OPERATIONS OR ACTIVITIES.**

14. **Default**. GEORGETOWN SUMMER SWIM ASSOCIATION's violation of any provision of this Use Agreement shall constitute a default. GEORGETOWN SUMMER SWIM ASSOCIATION shall have thirty (30) days from the receipt of a notice of default to cure the default. If GEORGETOWN SUMMER SWIM ASSOCIATION fails to cure the default the City may immediately terminate this Use Agreement.

15. **Notices**. Notices or other correspondence concerning this Use Agreement shall be in writing and are effective when mailed, hand-delivered, or transmitted by facsimile or electronic transmission as follows:

To City:	To User:
City of Georgetown ATTN: City Manager 808 Martin Luther King, Jr. St. Georgetown, Texas 78626 Phone: 512.930.3723 Fax: 512.930.3622 Email:david.morgan@georgetowntexas.gov	Georgetown Summer Swim Association Address: 4500 Williams Dr., #212-115 Georgetown, TX 78633 Phone: 512-688-9398 Fax: _____ E-mail: board-president@aquadillos-gtx.org board-meet-director@aquadillos-gtx.org

16. **Access by City**. The City may enter the User Area at any time for any purpose.

17. **Condition of Property**. GEORGETOWN SUMMER SWIM ASSOCIATION has inspected the Use Area and accepts the Use Area in its present condition "AS IS" unless expressly provided otherwise in this Use Agreement. The City has made no express or implied warranties as to the condition or permitted use of the Use Area. The City shall not be responsible for any loss or damage to property stored within the Use Area. All property of GEORGETOWN SUMMER SWIM ASSOCIATION, its customers, invitees, or licensees, kept or stored on the Use Area shall be so kept or stored at the risk of GEORGETOWN SUMMER SWIM ASSOCIATION only and GEORGETOWN SUMMER SWIM ASSOCIATION releases and agrees to indemnify the City and save it harmless from any claims arising out of any damage to the same including, without limitation, any subrogation claims by GEORGETOWN SUMMER SWIM ASSOCIATION's insurers. At the time this Use Agreement ends, GEORGETOWN SUMMER SWIM ASSOCIATION will surrender the Use Area in the same condition as when received, normal wear and tear excepted. GEORGETOWN SUMMER SWIM ASSOCIATION will not cause damage to the Use Area and will not cause or allow hazardous materials or environmental contaminants in the Use Area. If GEORGETOWN SUMMER SWIM ASSOCIATION leaves any personal property in the Use Area after expiration of a Use Term, the City may, at its sole option: (1) require GEORGETOWN SUMMER SWIM ASSOCIATION, at GEORGETOWN SUMMER SWIM ASSOCIATION's expense, to remove the personal property within ten (10) days after written notice to GEORGETOWN SUMMER SWIM ASSOCIATION; or (2) retain such personal property as forfeited property.

18. **Records**. GEORGETOWN SUMMER SWIM ASSOCIATION shall provide a complete copy of its Articles of Incorporation, Bylaws and/or other governing documents, and its rules and regulations for the swim program, with the executed Use Agreement. GEORGETOWN SUMMER SWIM ASSOCIATION shall provide the City an annual report of the number of swimmers registered in the programs operated by GEORGETOWN SUMMER SWIM ASSOCIATION. The City shall be entitled to inspect and copy GEORGETOWN SUMMER SWIM ASSOCIATION's records concerning or

related to recreational swim team practices, swim clinics and swim meets upon request with reasonable notice.

19. **Entire Agreement**. This Use Agreement constitutes the sole and only agreement of the parties, and supersedes any prior understandings or written or oral agreements between the Parties, concerning the subject matter of this Use Agreement. There are no verbal or written representations, understandings, stipulations, agreements or promises pertaining to this Use Agreement that are not incorporated in this Use Agreement. If a provision of this Use Agreement shall be held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision of this Use Agreement and this Use Agreement shall be construed and interpreted as if such invalid, illegal or unenforceable provisions had not been included. All exhibits referenced in this Use Agreement are attached and incorporated by reference for all purposes.

20. **Amendment**. This Use Agreement may not be modified or amended except in writing signed by the City and GEORGETOWN SUMMER SWIM ASSOCIATION.

21. **Applicable Law**. This Use Agreement shall be construed and interpreted in accordance with Texas law. The parties agree that this Use Agreement is performable in Williamson County, Texas.

22. **Non-Assignment**. GEORGETOWN SUMMER SWIM ASSOCIATION shall not assign or transfer any right or interest in the Use Agreement, in whole or in part, without prior written approval of the City. GEORGETOWN SUMMER SWIM ASSOCIATION shall not sublease or rent out facilities without prior written consent of the City. This Use Agreement shall bind the parties, and their respective legal representative, successors, and permitted assigns.

23. **No Third-Party Beneficiaries.** This Use Agreement shall not be construed as affording any rights or benefits to anyone other than the City and GEORGETOWN SUMMER SWIM ASSOCIATION.

24. **Waivers.** Notwithstanding any other provision in this Agreement, all GEORGETOWN SUMMER SWIM ASSOCIATION participants must sign the City's liability release form or they may not use the City's facilities.

EXECUTED this 30th day of July, 2026

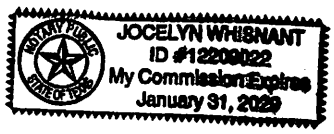
Georgetown Summer Swim Association

By: Brooke Rhea
Name: Brooke Rhea
Title: President

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

ACKNOWLEDGMENT

This instrument was acknowledged before me on this the 30th day of JULY, 2026, by BROOKELYN RHEA, a person known to me in his capacity as PRESIDENT of the Georgetown Summer Swim Association, on behalf of the Georgetown Summer Swim Association.



Notary Public in and for the State of Texas

City of Georgetown, Texas

By: _____
Josh Schroeder, Mayor

ATTEST:

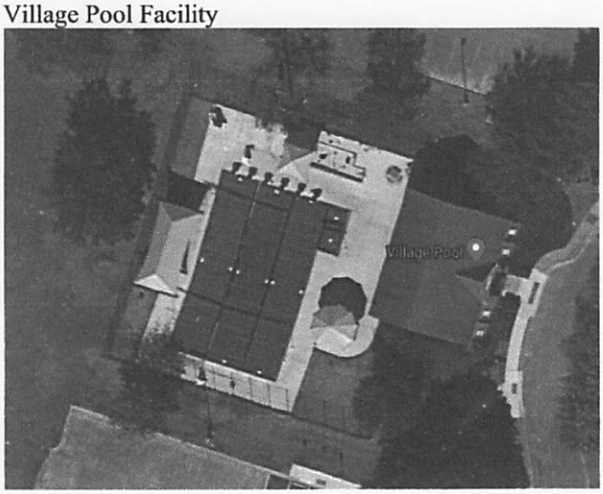
_____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

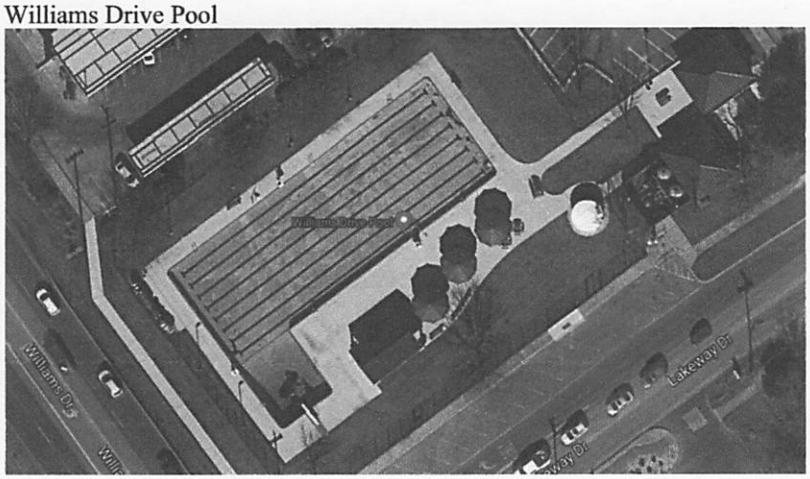
_____
Skye Masson, City Attorney

EXHIBIT A

Village Pool Facility



Williams Drive Pool



Recreation Center Indoor Pool



EXHIBIT B
Responsibilities

GEORGETOWN SUMMER SWIM ASSOCIATION shall be responsible for reporting necessary maintenance repairs to the City no later than the following workday.

The following chart outlines maintenance and safety responsibilities.

Responsibilities:

TASK	GEORGETOWN SUMMER SWIM ASSOCIATION	PARD	COMMENT
Trash and Litter Pick-Up	X	X	User groups are responsible for picking up their trash and litter following their scheduled use.
Chemical Checks		X	
Backwashing		X	
Brushing Pool Walls/Bottom		X	
Empty Skimmer Baskets		X	
Clean and organize storage areas	X		User groups are responsible for organizing their storage areas following their scheduled use.
Insert and Remove Auto Vac/Aerator at Williams Drive		X	As needed
Insert and Remove Pool Cover Village	X		Georgetown Summer Swim Association will determine the need for covers based on weather.
Place Trash Cans on Curb for Pick-Up		X	
Plumbing Repair		X	
Parking Lot Maintenance		X	
Winterize facility		X	
Stock Janitorial Supplies		X	
Building Light Bulbs Replacement		X	PARD exterior only
Clean Restrooms	X	X	User groups are responsible for cleaning up after themselves following their scheduled use.
Pest Control (Building)		X	PARD exterior only
Electrical		X	
Time Clocks	X		Swim teams will be responsible for their own time clock needs.
Facility Signs		X	
Provide Lifeguards		X	

EXHIBIT C

TYPE	AMOUNT
Comprehensive General Liability Including contractual liability, premises/operations and personal injury liability.	Bodily Injury $250,000 per person $500,000 aggregate Property Damage $100,000 per occurrence $100,000 aggregate

City of Georgetown, Texas
City Council
August 25, 2026

SUBJECT:
Facility use agreement with GTX Swim

SUGGESTED ACTION:
Consideration and possible action to approve a facility use agreement with GTX Swim for use of Williams Drive Pool, Village Pool, and the Recreation Center Indoor Pool -- Eric Nuner, Interim Parks and Recreation Director

ITEM SUMMARY:
GTX Swim is an adult swim team that utilizes the Village Pool, Williams Drive Pool, and the Recreation Center indoor pool to conduct recreational swim team practices, swim clinics, and swim meets. The City Charter requires a use agreement for extended use of City property by an outside group. This use agreement outlines use of the facilities, including agency responsibilities, improvements to the area, fees to be charged, and required insurance.

The original agreement provided an initial term of (1) year, ending September 30, 2022, and provided for four (4) additional one-year renewal terms. With the expiration of the original agreement set to expire September 30, 2026.

In this agreement, the parties agree to the attached agreement for a one-year term, which will begin immediately upon the expiration of the previous agreement and will end on September 30, 2027. The parties agree to increase the fees associated with using the facilities.

FINANCIAL IMPACT:
N/A

SUBMITTED BY:
Amy Castillo, Parks and Recreation

ATTACHMENTS:
GTX Swim 10.1.26-9.30.27Signed.pdf

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

FACILITY USE AGREEMENT

THIS **FACILITY USE AGREEMENT** (the "Use Agreement") is made the _____ day of _____, _____, by and between the **CITY OF GEORGETOWN**, a Texas home-rule municipal corporation ("City") and the Georgetown GTX SWIM LLC, herein called ("GTX SWIM LLC"). For and in consideration of the mutual covenants and agreements herein contained, it is mutually agreed as follows:

1. **Use Area.** City hereby agrees to allow the use of the Williams Drive Pool, Village Pool and the Recreation Center Indoor Pool as shown in Exhibit A (the "Use Area").

2. **Use Term**. The initial term of this Use Agreement shall be for one year, beginning on **October 1, 2026** and ending on **September 30, 2027** (the "Initial Term"). Upon expiration of the Initial Term, the Use Agreement may be renewed, if the parties agree, for up to four (4) additional one (1) year terms on the same terms and conditions. Either party has the right to terminate this Use Agreement prior to the end of the Use Term, provided written notice is given at least ninety (90) days prior to the termination.

3. **Use of Property**. GTX SWIM LLC will utilize the Use Area to hold recreational swim team practices, swim clinics and swim meets. No other designated activity of the Use Area shall be permitted without expressed written permission of the City. The City shall maintain rights of approval of activities allowed in the Use Area at all times. GTX SWIM LLC occupation and utilization of the Use Area is nonexclusive. Any use of the Use Area requires the prior written approval of the City.

4. **Prohibited Use.** GTX SWIM LLC may not use or permit any part of the Use Area to be used for:

   (a) Any activity that is a nuisance or is offensive, noisy, or dangerous; or

   (b) Any activity that violates any applicable law, regulation, ordinance, governmental order, or this Use Agreement.

5. **Non-Discrimination**. GTX SWIM LLC will operate their swim program without discriminating against any person or class of persons on account of on account of race, religion, color, gender, sexual orientations, sex, age, national origin, or disability and will seek participation by all interested members of the public.

6. **Meeting Space**. The City shall provide, at no cost, a meeting space at the Village Pool Meeting Room for a maximum of four meetings in a calendar year. Dates and meeting space will be determined at a later time and will be subject to availability.

7. **Improvements**. If GTX SWIM LLC desires improvements for the Use Area, including any physical changes, whether temporary or permanent, GTX SWIM LLC must submit a written request to the City with a detailed description of proposed improvements along

with detailed costs associated with the project. If approved, the City, will select a contractor to complete the work. GTX SWIM LLC will not be allowed to pursue the improvements on their own. Additionally, GTX SWIM LLC shall make full payment to the City to pay all costs of any improvements prior to the start of the project. Any improvements to the Use Area made on behalf of GTX SWIM LLC shall immediately become property of the City. Alterations made to the Use Area by GTX SWIM LLC without prior approval from the City will be removed or taken over by the City at the sole expense of GTX SWIM LLC.

8. **Responsibilities**. The City shall maintain Williams Drive, Village Pool and the Recreation Center Indoor Pool as presented in Exhibit B Responsibilities. GTX SWIM LLC shall share the responsibilities with the City as outlined in Exhibit B Responsibilities.

9. **Fees.** Rental rates for exclusive use of the Village Pool will be $60 per hour and Williams Drive Pool will be $70 per hour Rental rates for exclusive use of only a lap lane or lanes at the Village Pool, the Williams Drive Pool, or the Recreation Center Indoor Pool will be invoiced at $12 per lane, per hour. Rental rates for swim meets at the Recreation Center Indoor pool will be $175 per hour for the pool facility and $75 per hour for use of the timing system.. The City shall track the hours of approved use and invoice GTX SWIM LLC on the first day of the following month for the prior month's usage. Fees include the cost of Lifeguard coverage which is required at all times in the use of any of the pools. GTX SWIM LLC will be credited for cancelations by the City, as well as cancelations due to inclement weather, provided that the City is notified of the inclement weather cancelation the following business day. All fees shall be paid in full to the City or disputed within thirty (30) days of the date of the invoice. Fees include the cost of Lifeguard coverage, which is required at all times in the use of any of the pools.

10. **Emergency Action Plan**. GTX SWIM LLC shall provide the City with a written Emergency Action Plan to reflect the course of action to be taken in cases of injuries and/or weather-related emergencies. The plan should identify those responsible for initiating action and what steps should be taken to summon EMS or dismiss or evacuate participants and spectators if necessary.

11. **Pool Closures.** The City will notify GTX SWIM LLC in advance whenever possible about aquatic facility closures. These closures may result from mechanical problems and/or inclement weather closures (e.g. lightning or cold temperatures). More details about inclement weather closings can be found on the City's website: https://www.georgetowntexas.gov/parks/facilities_and_rentals/pools_splash_pads/index.php

12. **Insurance.** GTX SWIM LLC will provide insurance written by companies licensed to conduct business in the State of Texas. GTX SWIM LLC shall keep this policy in full force and effect during the term of this Use Agreement. Insurance in the amounts and types included on the attached as Exhibit C and incorporated by reference. The insurance policies will name the City, its officers, officials and employees as additional insureds. All insurance policies shall be subject to the examination and approval of the City for sufficiency as to content, form of protection, coverage and the insurance company providing coverage. GTX SWIM LLC shall furnish a Certificate of Insurance to the City evidencing compliance with the required insurance requirements at the time GTX SWIM

LLC delivers the executed Use Agreement to the City. GTX SWIM LLC agrees to provide a copy of any insurance policy on the City's request. All insurance policies shall provide that the insurance coverage shall not be canceled or materially changed without a minimum of thirty (30) days' advance notice in writing to the City. GTX SWIM LLC failure to comply with the insurance requirements in a timely manner shall be cause for termination of the Use Agreement.

13. **INDEMNITY. THE CITY, ITS OFFICERS, OFFICIALS AND EMPLOYEES, SHALL NOT BE LIABLE TO GTX SWIM LLC, ITS DIRECTORS, OFFICERS, OFFICIALS, EMPLOYEES, MEMBERS, CUSTOMERS, VOLUNTEERS, AGENTS OR REPRESENTATIVES, FOR ANY DAMAGE CAUSED BY NEGLIGENCE OF GTX SWIM LLC, ITS DIRECTORS, OFFICERS, OFFICIALS, EMPLOYEES, MEMBERS, CUSTOMERS, VOLUNTEERS, AGENTS OR REPRESENTATIVES. GTX SWIM LLC ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR LOSS, DAMAGES, CLAIMS, INJURIES, LAWSUITS, JUDGMENTS OR CAUSES OF ACTION OF ANY TYPE, INCLUDING BUT NOT LIMITED TO ANY ACTION ARISING OUT OF THE USE AGREEMENT, GTX SWIM LLC'S OPERATIONS OR ACTIVITIES, AND/OR THE SWIM TEAM. GTX SWIM LLC RELEASES, FULLY INDEMNIFIES, HOLDS HARMLESS AND AGREES TO DEFEND THE CITY, ITS OFFICERS, OFFICIALS AND EMPLOYEES, FROM ANY AND ALL LIABILITY, LOSS DAMAGES, CLAIMS, INJURIES, LAWSUITS, JUDGMENTS OR CAUSES OF ACTION OF ANY TYPE, INCLUDING BUT NOT LIMITED TO ANY ACTION TAKEN AS A RESULT OF CONDUCTING SWIM TEAM PRACTICE, ARISING OUT OF THE USE AGREEMENT, AND/OR GTX SWIM LLC'S OPERATIONS OR ACTIVITIES.**

14. **Default**. GTX SWIM LLC's violation of any provision of this Use Agreement shall constitute a default. GTX SWIM LLC shall have thirty (30) days from the receipt of a notice of default to cure the default. If GTX SWIM LLC fails to cure the default the City may immediately terminate this Use Agreement.

15. **Notices**. Notices or other correspondence concerning this Use Agreement shall be in writing and are effective when mailed, hand-delivered, or transmitted by facsimile or electronic transmission as follows:

To City:

City of Georgetown
ATTN: City Manager
808 Martin Luther King, Jr. St.
Georgetown, Texas 78626
Phone: 512.930.3723
Fax: 512.930.3622
Email:david.morgan@georgetowntexas.gov

To User:

David Houck
Address: 30405 Berry Creek Dr.
Georgetown, TX 78628
Phone: 512-819-4275
Fax: _____

16. **Access by City**. The City may enter the User Area at any time for any purpose.

17. **Condition of Property**. GTX SWIM LLC has inspected the Use Area and accepts the Use Area in its present condition "AS IS" unless expressly provided otherwise in this Use Agreement. The City has made no express or implied warranties as to the condition or permitted use of the Use Area. THE CITY SHALL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE TO PROPERTY STORED WITHIN THE USE AREA. All property of GTX SWIM LLC, its customers, invitees, or licensees, kept or stored on the Use Area shall be so kept or stored at the risk of GTX SWIM LLC only and GTX SWIM LLC releases and agrees to indemnify the City and save it harmless from any claims arising out of any damage to the same including, without limitation, any subrogation claims by GTX SWIM LLC'S insurers. At the time this Use Agreement ends, GTX SWIM LLC will surrender the Use Area in the same condition as when received, normal wear and tear excepted. GTX SWIM LLC will not cause damage to the Use Area and will not cause or allow hazardous materials or environmental contaminants in the Use Area. If GTX SWIM LLC leaves any personal property in the Use Area after expiration of a Use Term, the City may, at its sole option: (1) require GTX SWIM LLC, at GTX SWIM LLC's expense, to remove the personal property within ten (10) days after written notice to GTX SWIM LLC; or (2) retain such personal property as forfeited property.

18. **Records**. GTX SWIM LLC shall provide a complete copy of its Articles of Incorporation, Bylaws and/or other governing documents, and its rules and regulations for the swim program, with the executed Use Agreement. GTX SWIM LLC shall provide the City an annual report of the number of swimmers registered in the programs operated by GTX SWIM LLC. The City shall be entitled to inspect and copy GTX SWIM LLC's records concerning or related to recreational swim team practices, swim clinics and swim meets upon request with reasonable notice.

19. **Entire Agreement**. This Use Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the Parties, concerning the subject matter of this Use Agreement. There are no verbal or written representations, understandings, stipulations, agreements or promises pertaining to this Use Agreement that are not incorporated in this Use Agreement. If a provision of this Use Agreement shall be held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision of this Use Agreement and this Use Agreement shall be construed and interpreted as if such invalid, illegal or unenforceable provisions had not been included. All exhibits referenced in this Use Agreement are attached and incorporated by reference for all purposes.

20. **Amendment**. This Use Agreement may not be modified or amended except in writing signed by the City and GTX SWIM LLC.

21. **Applicable Law**. This Use Agreement shall be construed and interpreted in accordance with Texas law. The parties agree that this Use Agreement is performable in Williamson County, Texas.

22. **Non-Assignment**. GTX SWIM LLC shall not assign or transfer any right or interest in the Use Agreement, in whole or in part, without prior written approval of the City. GTX SWIM LLC shall not sublease or rent out facilities without prior written consent of the

City. This Use Agreement shall bind the parties, and their respective legal representative, successors, and permitted assigns.

23. **No Third-Party Beneficiaries.** This Use Agreement shall not be construed as affording any rights or benefits to anyone other than the City and GTX SWIM LLC.

24. **Waivers.** Notwithstanding any other provision in this Use Agreement, all GTX SWIM LLC participants must sign the City's liability release form or they may not use the City's facilities.

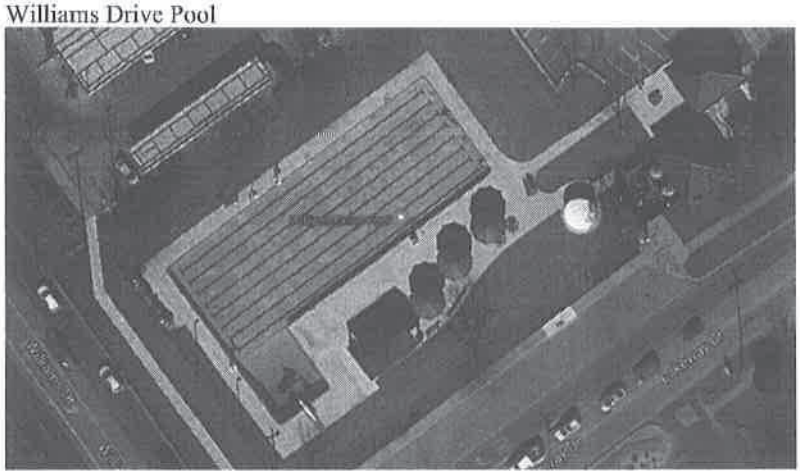
EXECUTED this ___ day of _____, 2026.

EXHIBIT A

Village Pool Facility



Williams Drive Pool



Recreation Center Indoor Pool



EXHIBIT B
Responsibilities

GTX SWIM LLC shall be responsible for reporting necessary maintenance repairs to the City no later than the following workday.
The following chart outlines maintenance and safety responsibilities.

Responsibilities:

TASK	GTX SWIM LLC	PARD	COMMENT
Trash and Litter Pick-Up	X	X	User groups are responsible for picking up their trash and litter following their scheduled use.
Chemical Checks		X	
Backwashing		X	
Brushing Pool Walls/Bottom		X	
Empty Skimmer Baskets		X	
Clean and organize storage areas	X		User groups are responsible for organizing their storage areas following their scheduled use.
Insert and Remove Auto Vac/Aerator at Williams Drive		X	As Needed
Insert and Remove Pool Cover Village	X		GTX Swim LLC will determine the need for covers based on weather.
Place Trash Cans on Curb for Pick-Up		X	
Plumbing Repair		X	
Parking Lot Maintenance		X	
Winterize facility		X	
Stock Janitorial Supplies		X	
Building Light Bulbs Replacement		X	PARD exterior only
Clean Restrooms	X	X	User groups are responsible for cleaning up after themselves following their scheduled use.
Pest Control (Building)		X	PARD exterior only
Electrical		X	
Time Clocks	X		Swim teams will be responsible for their own time clock needs.
Facility Signs		X	
Install and Remove Backstroke Flags at Williams Drive	X		When public swim is in season.
Provide Lifeguards		X	

EXHIBIT C

TYPE	AMOUNT
Comprehensive General Liability Including contractual liability, premises/operations and personal injury liability.	Bodily Injury $250,000 per person $500,000 aggregate Property Damage $100,000 per occurrence $100,000 aggregate

GTX Swim LLC

By: _____
Name: David Houck
Title: Manager, GTX Swim LLC

STATE OF TEXAS §
COUNTY OF Williamson §

ACKNOWLEDGMENT

This instrument was acknowledged before me on this the 17 day of July, 2026, by David Houck, a person known to me in his capacity as Manager, GTX Swim LLC of GTX Swim LLC, on behalf of GTX Swim LLC.

JESSICA FISCHETTI
Notary Public, State of Texas
Comm. Expires 08-20-2026
Notary ID 129926712

_____
Notary Public in and for the State of Texas

City of Georgetown, Texas

By: _____
Josh Schroeder, Mayor

ATTEST:

_____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

_____
Skye Masson, City Attorney

City of Georgetown, Texas
City Council
August 25, 2026

SUBJECT:
Facility use agreement with San Gabriel Aquatics

SUGGESTED ACTION:
Consideration and possible action to approve a facility use agreement with San Gabriel Aquatics for use of Williams Drive Pool, Village Pool, and the Recreation Center Indoor Pool -- Eric Nuner, Interim Parks and Recreation Director

ITEM SUMMARY:
San Gabriel Aquatics is a youth swim team that utilizes the Village Pool, Williams Drive Pool, and the Recreation Center indoor pool to conduct recreational swim team practices, swim clinics, and swim meets. The City Charter requires a use agreement for extended use of City property by an outside group. This use agreement outlines use of the facilities, including agency responsibilities, improvements to the area, fees to be charged, and required insurance.

The original agreement provided an initial term of (1) year, ending September 30, 2022, and provided for four (4) additional one-year renewal terms. With the expiration of the original agreement set to expire September 30, 2026.

In this agreement, the parties agree to the attached agreement for a one-year term, which will begin immediately upon the expiration of the previous agreement and will end on September 30, 2027. The parties agree to increase the fees associated with using the facilities.

FINANCIAL IMPACT:
N/A

SUBMITTED BY:
Amy Castillo, Parks and Recreation

ATTACHMENTS:
San Gabriel Aquatics Swim 10.1.26-9.30.27Signed.pdf

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

FACILITY USE AGREEMENT

THIS **FACILITY USE AGREEMENT** (the "Use Agreement") is made the 23rd day of July, 2026, by and between the **CITY OF GEORGETOWN**, a Texas home-rule municipal corporation ("City") and the **SAN GABRIEL AQUATICS, LLC**. For and in consideration of the mutual covenants and agreements herein contained, it is mutually agreed as follows:

1. **Use Area.** City hereby agrees to allow the use of the Williams Drive Pool, Village Pool and the Recreation Center Indoor Pool as shown in Exhibit A (the "Use Area").

2. **Use Term**. The initial term of this Use Agreement shall be for one year, beginning on **October 1, 2026,** and ending on **September 30, 2027** (the "Initial Term"). Upon expiration of the Initial Term, the Use Agreement may be renewed, if the parties agree, for up to four (4) additional one (1) year terms on the same terms and conditions. Either party has the right to terminate this Use Agreement prior to the end of the Use Term, provided written notice is given at least ninety (90) days prior to the termination.

3. **Use of Property**. SAN GABRIEL AQUATICS LLC will utilize the Use Area to hold recreational swim team practices, swim clinics and swim meets. No other designated activity of the Use Area shall be permitted without expressed written permission of the City. The City shall maintain rights of approval of activities allowed in the Use Area at all times. SAN GABRIEL AQUATICS LLC occupation and utilization of the Use Area is nonexclusive. Any use of the Use Area requires the prior written approval of the City.

4. **Prohibited Use.** SAN GABRIEL AQUATICS LLC may not use or permit any part of the Use Area to be used for:

   (a) Any activity that is a nuisance or is offensive, noisy, or dangerous; or

   (b) Any activity that violates any applicable law, regulation, ordinance, governmental order, or this Use Agreement.

5. **Non-Discrimination**. SAN GABRIEL AQUATICS LLC will operate their swim program without discriminating against any person or class of persons on account of on account of race, religion, color, gender, sexual orientations, sex, age, national origin, or disability and will seek participation by all interested members of the public.

6. **Meeting Space**. The City shall provide, at no cost, a meeting space at the Village Pool Meeting Room for a maximum of four meetings in a calendar year. Dates and meeting space will be determined at a later time and will be subject to availability.

7. **Improvements**. If SAN GABRIEL AQUATICS LLC desires improvements for the Use Area, including any physical changes, whether temporary or permanent, SAN GABRIEL AQUATICS LLC must submit a written request to the City with a detailed description of

proposed improvements along with detailed costs associated with the project. If approved, the City, will select a contractor to complete the work. SAN GABRIEL AQUATICS LLC will not be allowed to pursue the improvements on their own. Additionally, SAN GABRIEL AQUATICS LLC shall make full payment to the City to pay all costs of any improvements prior to the start of the project. Any improvements to the Use Area made on behalf of SAN GABRIEL AQUATICS LLC shall immediately become property of the City. Alterations made to the Use Area by SAN GABRIEL AQUATICS LLC without prior approval from the City will be removed or taken over by the City at the sole expense of SAN GABRIEL AQUATICS LLC.

8. **Responsibilities**. The City shall maintain Williams Drive, Village Pool and the Recreation Center Indoor Pool as presented in Exhibit B Responsibilities. SAN GABRIEL AQUATICS LLC shall share the responsibilities with the City as outlined in Exhibit B Responsibilities.

9. **Fees.** Rental rates for exclusive use of the Village Pool will be $60 per hour and Williams Drive Pool will be $70 per hour Rental rates for exclusive use of only a lap lane or lanes at the Village Pool, the Williams Drive Pool, or the Recreation Center Indoor Pool will be invoiced at $12 per lane, per hour. Rental rates for swim meets at the Recreation Center Indoor pool will be $175 per hour for the pool facility and $75 per hour for use of the timing system.. The City shall track the hours of approved use and invoice SAN GABRIEL AQUATICS LLC on the first day of the following month for the prior month's usage. Fees include the cost of Lifeguard coverage which is required at all times in the use of any of the pools. SAN GABRIEL AQUATICS LLC will be credited for cancelations by the City, as well as cancelations due to inclement weather, provided that the City is notified of the inclement weather cancelation the following business day. All fees shall be paid in full to the City or disputed within thirty (30) days of the date of the invoice. Fees include the cost of Lifeguard coverage, which is required at all times in the use of any of the pools.

10. **Emergency Action Plan**. SAN GABRIEL AQUATICS LLC shall provide the City with a written Emergency Action Plan to reflect the course of action to be taken in cases of injuries and/or weather-related emergencies. The plan should identify those responsible for initiating action and what steps should be taken to summon EMS or dismiss or evacuate participants and spectators if necessary.

11. **Pool Closures.** The City will notify SAN GABRIEL AQUATICS LLC in advance whenever possible about aquatic facility closures. These closures may result from mechanical problems and/or inclement weather closures (e.g. lightning or cold temperatures). More details about inclement weather closings can be found on the City's website:https://www.georgetowntexas.gov/parks/facilities_and_rentals/pools_splash_pads/index.php

12. **Insurance.** SAN GABRIEL AQUATICS LLC will provide insurance written by companies licensed to conduct business in the State of Texas. SAN GABRIEL AQUATICS LLC shall keep this policy in full force and effect during the term of this Use Agreement. Insurance in the amounts and types included on the attached as Exhibit C and incorporated by reference. The insurance policies will name the City, its officers, officials and employees as additional insureds. All insurance policies shall be subject to

the examination and approval of the City for sufficiency as to content, form of protection, coverage and the insurance company providing coverage. SAN GABRIEL AQUATICS LLC shall furnish a Certificate of Insurance to the City evidencing compliance with the required insurance requirements at the time SAN GABRIEL AQUATICS LLC delivers the executed Use Agreement to the City. SAN GABRIEL AQUATICS LLC agrees to provide a copy of any insurance policy on the City's request. All insurance policies shall provide that the insurance coverage shall not be canceled or materially changed without a minimum of thirty (30) days' advance notice in writing to the City. SAN GABRIEL AQUATICS LLC failure to comply with the insurance requirements in a timely manner shall be cause for termination of the Use Agreement.

13. **INDEMNITY. THE CITY, ITS OFFICERS, OFFICIALS AND EMPLOYEES, SHALL NOT BE LIABLE TO SAN GABRIEL AQUATICS LLC, ITS DIRECTORS, OFFICERS, OFFICIALS, EMPLOYEES, MEMBERS, CUSTOMERS, VOLUNTEERS, AGENTS OR REPRESENTATIVES, FOR ANY DAMAGE CAUSED BY NEGLIGENCE OF SAN GABRIEL AQUATICS LLC, ITS DIRECTORS, OFFICERS, OFFICIALS, EMPLOYEES, MEMBERS, CUSTOMERS, VOLUNTEERS, AGENTS OR REPRESENTATIVES. SAN GABRIEL AQUATICS LLC ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR LOSS, DAMAGES, CLAIMS, INJURIES, LAWSUITS, JUDGMENTS OR CAUSES OF ACTION OF ANY TYPE, INCLUDING BUT NOT LIMITED TO ANY ACTION ARISING OUT OF THE USE AGREEMENT, SAN GABRIEL AQUATICS LLC'S OPERATIONS OR ACTIVITIES, AND/OR THE SWIM TEAM. SAN GABRIEL AQUATICS LLC RELEASES, FULLY INDEMNIFIES, HOLDS HARMLESS AND AGREES TO DEFEND THE CITY, ITS OFFICERS, OFFICIALS AND EMPLOYEES, FROM ANY AND ALL LIABILITY, LOSS DAMAGES, CLAIMS, INJURIES, LAWSUITS, JUDGMENTS OR CAUSES OF ACTION OF ANY TYPE, INCLUDING BUT NOT LIMITED TO ANY ACTION TAKEN AS A RESULT OF CONDUCTING SWIM TEAM PRACTICE, ARISING OUT OF THE USE AGREEMENT, AND/OR SAN GABRIEL AQUATICS LLC'S OPERATIONS OR ACTIVITIES.**

14. **Default**. SAN GABRIEL AQUATICS LLC's violation of any provision of this Use Agreement shall constitute a default. SAN GABRIEL AQUATICS LLC shall have thirty (30) days from the receipt of a notice of default to cure the default. If SAN GABRIEL AQUATICS LLC fails to cure the default the City may immediately terminate this Use Agreement.

15. **Notices**. Notices or other correspondence concerning this Use Agreement shall be in writing and are effective when mailed, hand-delivered, or transmitted by facsimile or electronic transmission as follows:

To City:

City of Georgetown
ATTN: City Manager
808 Martin Luther King, Jr. St.
Georgetown, Texas 78626
Phone: 512.930.3723
Fax: 512.930.3622
Email:david.morgan@georgetowntexas.gov

To User:

Daniel + Paige McLad
Address: 227 Village Park Drive
Georgetown, TX 78633
Phone: 423 736-0189
Fax:
E-mail: sangabrielaquatics@gmail.com

16. **Access by City**. The City may enter the User Area at any time for any purpose.

17. **Condition of Property**. SAN GABRIEL AQUATICS LLC has inspected the Use Area and accepts the Use Area in its present condition "AS IS" unless expressly provided otherwise in this Use Agreement. The City has made no express or implied warranties as to the condition or permitted use of the Use Area. THE CITY SHALL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE TO PROPERTY STORED WITHIN THE USE AREA. All property of SAN GABRIEL AQUATICS LLC, its customers, invitees, or licensees, kept or stored on the Use Area shall be so kept or stored at the risk of SAN GABRIEL AQUATICS LLC only and SAN GABRIEL AQUATICS LLC releases and agrees to indemnify the City and save it harmless from any claims arising out of any damage to the same including, without limitation, any subrogation claims by SAN GABRIEL AQUATICS LLC'S insurers. At the time this Use Agreement ends, SAN GABRIEL AQUATICS LLC will surrender the Use Area in the same condition as when received, normal wear and tear excepted. SAN GABRIEL AQUATICS LLC will not cause damage to the Use Area and will not cause or allow hazardous materials or environmental contaminants in the Use Area. If SAN GABRIEL AQUATICS LLC leaves any personal property in the Use Area after expiration of a Use Term, the City may, at its sole option: (1) require SAN GABRIEL AQUATICS LLC, at SAN GABRIEL AQUATICS LLC's expense, to remove the personal property within ten (10) days after written notice to SAN GABRIEL AQUATICS LLC; or (2) retain such personal property as forfeited property.

18. **Records**. SAN GABRIEL AQUATICS LLC shall provide a complete copy of its Articles of Incorporation, Bylaws and/or other governing documents, and its rules and regulations for the swim program, with the executed Use Agreement. SAN GABRIEL AQUATICS LLC shall provide the City an annual report of the number of swimmers registered in the programs operated by SAN GABRIEL AQUATICS LLC. The City shall be entitled to inspect and copy SAN GABRIEL AQUATICS LLC's records concerning or related to recreational swim team practices, swim clinics and swim meets upon request with reasonable notice.

19. **Entire Agreement**. This Use Agreement constitutes the sole and only agreement of the parties, and supersedes any prior understandings or written or oral agreements between the Parties, concerning the subject matter of this Use Agreement. There are no verbal or written representations, understandings, stipulations, agreements or promises pertaining to this Use Agreement that are not incorporated in this Use Agreement. If a provision of this Use Agreement shall be held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision of this Use Agreement and this Use

Agreement shall be construed and interpreted as if such invalid, illegal or unenforceable provisions had not been included. All exhibits referenced in this Use Agreement are attached and incorporated by reference for all purposes.

20. **Amendment**. This Use Agreement may not be modified or amended except in writing signed by the City and SAN GABRIEL AQUATICS LLC.

21. **Applicable Law**. This Use Agreement shall be construed and interpreted in accordance with Texas law. The parties agree that this Use Agreement is performable in Williamson County, Texas.

22. **Non-Assignment**. SAN GABRIEL AQUATICS LLC shall not assign or transfer any right or interest in the Use Agreement, in whole or in part, without prior written approval of the City. SAN GABRIEL AQUATICS LLC shall not sublease or rent out facilities without prior written consent of the City. This Use Agreement shall bind the parties, and their respective legal representative, successors, and permitted assigns.

23. **No Third-Party Beneficiaries.** This Use Agreement shall not be construed as affording any rights or benefits to anyone other than the City and SAN GABRIEL AQUATICS LLC.

24. **Waivers.** Notwithstanding any other provision in this Use Agreement, all SAN GABRIEL AQUATICS LLC participants must sign the City's liability release form or they may not use the City's facilities.

EXECUTED this 23rd day of July, 2026.

SAN GABRIEL AQUATICS LLC

By: Paige T. McCord
Name: Paige T. McCord
Title: CO-owner, SGA

STATE OF TEXAS §
COUNTY OF Williamson §

ACKNOWLEDGMENT

This instrument was acknowledged before me on this the 23 day of July, 2026, by Paige T. McCord, a person known to me in his capacity as Co Owner of SAN GABRIEL AQUATICS LLC, on behalf of SAN GABRIEL AQUATICS LLC.

Amy Castillo
Notary Public in and for the State of Texas

AMY LYNN CASTILLO
Notary Public, State of Texas
Comm. Expires 04-27-2027
Notary ID 128996345

City of Georgetown, Texas

By: _____
Josh Schroeder, Mayor

ATTEST:

_____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

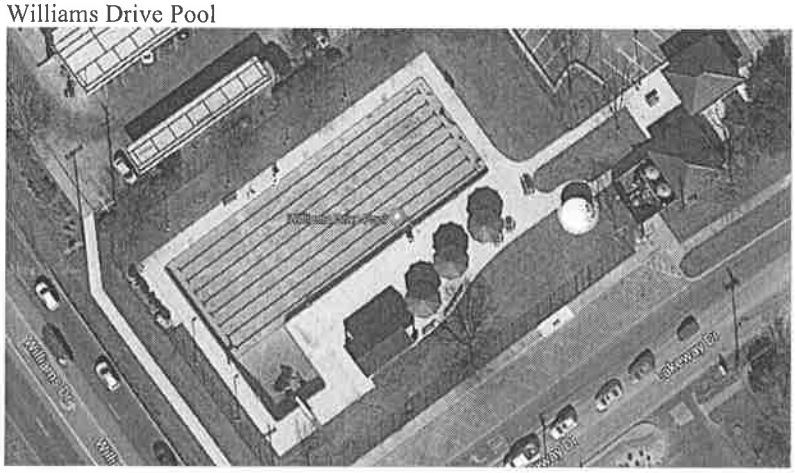
_____
Skye Masson, City Attorney

EXHIBIT A

Village Pool Facility



Williams Drive Pool



Recreation Center Indoor Pool



EXHIBIT B
Responsibilities

SAN GABRIEL AQUATICS LLC shall be responsible for reporting necessary maintenance repairs to the City no later than the following workday.
The following chart outlines maintenance and safety responsibilities.

Responsibilities:

TASK	SAN GABRIEL AQUATICS LLC	PARD	COMMENT
Trash and Litter Pick-Up	X	X	User groups are responsible for picking up their trash and litter following their scheduled use.
Chemical Checks		X	
Backwashing		X	
Brushing Pool Walls/Bottom		X	
Empty Skimmer Baskets		X	
Clean and organize storage areas	X		User groups are responsible for organizing their storage areas following their scheduled use.
Insert and Remove Auto Vac/Aerator at Williams Drive		X	As Needed
Insert and Remove Pool Cover Village	X		SAN GABRIEL AQUATICS LLC will determine the need for covers based on weather.
Place Trash Cans on Curb for Pick-Up		X	
Plumbing Repair		X	
Parking Lot Maintenance		X	
Winterize facility		X	
Stock Janitorial Supplies		X	
Building Light Bulbs Replacement		X	PARD exterior only
Clean Restrooms	X	X	User groups are responsible for cleaning up after themselves following their scheduled use.
Pest Control (Building)		X	PARD exterior only
Electrical		X	
Time Clocks	X		Swim teams will be responsible for their own time clock needs.
Facility Signs		X	
Install and Remove Backstroke Flags at Williams Drive	X		When public swim is in season.
Provide Lifeguards		X	

EXHIBIT C

TYPE	AMOUNT
Comprehensive General Liability Including contractual liability, premises/operations and personal injury liability.	Bodily Injury $250,000 per person $500,000 aggregate Property Damage $100,000 per occurrence $100,000 aggregate

City of Georgetown, Texas
City Council
August 25, 2026

SUBJECT:
FD Uniform Purchase from Got You Covered Uniforms

SUGGESTED ACTION:
Consideration and possible action to approve the purchase of firefighter uniforms and uniform accessories from Impact Promotional Services dba "Got You Covered Work Wear and Uniforms" utilizing BuyBoard Cooperative Contract #773-25 in an amount not to exceed $200,000.00 -- John Sullivan, Fire Chief

ITEM SUMMARY:
Approval of this item authorizes the purchase of firefighter uniforms from “Got You Covered Work Wear and Uniforms” through a competitively solicited cooperative purchasing contract.

FINANCIAL IMPACT:
Budgeted in FY27 and FY28 General Fund

SUBMITTED BY:
Monica Heyward, Fire Department

ATTACHMENTS:

N/A

City of Georgetown, Texas
City Council
August 25, 2026

SUBJECT:
SEnergy Electric Distribution, Substation, Relays and Controls Task Order

SUGGESTED ACTION:
Consideration and possible action to approve Task Order SEL-26-004 with Schneider Engineering (d.b.a. SEnergy) for Electric Distribution, Substation, Relays and Controls in an amount not to exceed $750,000.00 -- Richard Pajestka, Electric Engineering and Operations Manager

ITEM SUMMARY:
The purpose of this task order is to contract with SEnergy to provide:

- Project Management
- Construction Management and Full-Scope EPC
- SCADA Implementation and Support
- Field Staking and Design
- Electric System Inspections
- Substation Equipment Testing and Commissioning

FINANCIAL IMPACT:
The proposed amendment increases the task order's NTE authorization by $237,500.00 from $512,500.00 to $750,000.00. This represents a 46.34% increase in the authorized spending limit; however, the actual financial impact to the City will be based on the services actually performed and invoiced, up to the revised NTE amount.

SUBMITTED BY:
Pam Cofer, Electric Department

ATTACHMENTS:
SEL-26-004 Schneider Engineering Vendor Signature.pdf

TASK ORDER

Task Order No. SEL-26-004, consisting of 5 pages.

Task Order

In accordance with paragraph 1.01 of the Master Services Agreement between Owner and Schneider Engineering, LLC d.b.a SEnergy, ("Engineer") for Professional Services – Task Order Edition, dated February 11th, 2025, ("Agreement"), Owner and Engineer agree as follows:

1. **Specific Project Data**

   A. Title: Distribution and Substation Engineering Design Services

   B. Description: Professional Design Services for electric distribution, substation, relays and controls

   C. City of Georgetown Project Number: PRJ000062 and PRJ000269

   D. City of Georgetown General Ledger Account No.: _____

   E. City of Georgetown Purchase Order No.: _____

   F. Master Services Agreement, Contract Number: 25-0099-MSA

2. **Services of Engineer**

   Schneider Engineering will assist City of Georgetown with the following:

   - Engineering and Field Services
   - Electric Distribution Design (Per line extension applications for new development projects, and any Capital Improvement Projects like voltage conversion, power quality, sectionalization, system protection, distribution automation, substation power transformer additions, and exit feeder design)
   - Design modern, protective-relaying substation schemes and controls to client specification for distribution application. Provide protection schematic design, control panel design, wiring diagrams, relay scheme and program development, logic diagram development, coordination and protection studies, and field programming of relays and IEDs.
   - System Planning
   - System Analysis and Operational Support

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- Project Management
- Construction Management and Full-Scope EPC
- SCADA Implementation and Support
- Field Staking and Design
- Electric System Inspections
- Substation Equipment Testing and Commissioning

3. **Owner's Responsibilities**

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

Owner will provide access to Partners and electric model for Schneider Engineering

personnel.

4. **Times for Rendering Services**

Services performed under this task order shall be for the term of executed task order date through August 24th, 2027 and shall not exceed the NTE of $750,000.00 per the Payments to Engineer Section 5 below.

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5. **Payments to Engineer**

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

Category of Services	*Compensation Method*	*Lump Sum or Not to Exceed Amount of Compensation for Services*
Basic Services		
Distribution Engineering Design Services	As needed	$375,000
Substation Engineering Design	As needed	$375,000
		NTE $750,000.00

B. The terms of payment are set forth in Article 4 of the Agreement unless modified in this Task Order.

6. **Consultants:**

7. **Other Modifications to Agreement:**

8. **Attachments:**

9. **Documents Incorporated By Reference:** The Agreement effective February 11th, 2025.

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TASK ORDER

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

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

OWNER:	ENGINEER:
By: _____	By: Brian R. Hay
Name: Joshua Schroeder	Name: Brian R. Hay, P.E.
Title: Mayor, City of Georgetown	Title: Senior Vice President
	Engineer License or Firm's Certificate No. F-1594
	State of: Texas
Date: _____	Date: 9/30/2026
ATTEST:	APPROVED AS TO FORM:
_____	_____
_____, City Secretary	City Attorney

EJCDC E-505 Standard Form of Agreement Between Owner and Engineer Professional Services—Task Order Edition
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DESIGNATED REPRESENTATIVE FOR TASK ORDER:		DESIGNATED REPRESENTATIVE FOR TASK ORDER:	
Name:	Richard Pajestka	Name:	Triston Willis
Title:	Electric Engineering and Operations Manager	Title:	PMO Manager
Address:	300-1 Industrial Ave. Georgetown, TX 78626	Address:	191 Menger Springs Parkway Boerne, TX 78006
E-Mail Address:	richard.pajestka@georgetowntexas.gov	E-Mail Address:	twillis@poweredbysenergy.com
Phone:	512-930-8498	Phone:	830-249-3887
Fax:		Fax:	

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City of Georgetown, Texas
City Council
August 25, 2026

SUBJECT:
Centerline Supply Inc. for Various Pavement and Traffic Safety

SUGGESTED ACTION:
Consideration and possible action to approve an agreement with Centerline Supply Inc. buy board 803-26 to purchase traffic safety products, signage and sign materials, pavement marking equipment and supplies for an amount not to exceed $300,000.00; CC 090826 -- Eric Johnson, Public Works Director and Molly Ritter Public Works, Operations Manager

ITEM SUMMARY:
Purchase traffic safety products, materials and equipment related to signs, and pavement marking installation and maintenance.

FINANCIAL IMPACT:
Not to exceed $300,000.00

SUBMITTED BY:
Lauren Wilson, Public Works

ATTACHMENTS:
Centerline Supply, Inc (2).pdf

P.O. Box 400, Austin, Texas 78767
800.695.2919 • info@buyboard.com • buyboard.com

Electronic Delivery

Carrie Vanderpool
Centerline Supply, Inc
530 Jesse St
Grand Prairie, TX 75051

Welcome to BuyBoard!

Re: *Notice of The Local Government Purchasing Cooperative Contract Award;* Proposal Invitation No. 803-26, Highway Safety and Traffic Control Products

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of June 1, 2026, through May 31, 2027, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 803-26 at: www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

A list of Cooperative members is available on the buyboard.com website. In addition, the BuyBoard Administrator's vendor relations staff is available to assist you in locating available BuyBoard informational resources and answering questions you may have as an awarded BuyBoard vendor.

On behalf of the Cooperative, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, feel free to contact me at bids@buyboard.com.

Sincerely,

Kristin Gardner, Bid Analyst
Texas Association of School Boards, Inc.,
Administrator for The Local Government Purchasing Cooperative

Electronic Delivery

Carrie Vanderpool
Centerline Supply, Inc
530 Jesse St
Grand Prairie, TX 75051

Welcome to BuyBoard!

Re: *Notice of National Purchasing Cooperative Award;* Proposal Invitation No. 803-26, Highway Safety and Traffic Control Products

Congratulations, The National Purchasing Cooperative (National Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of June 1, 2026, through May 31, 2027, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the National Purchasing Cooperative Vendor Award Agreement and General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 803-26 at www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

A list of National Cooperative members is available on the buyboard.com website. In addition, the BuyBoard Administrator's vendor relations staff is available to assist you in locating available BuyBoard informational resources and answering questions you may have as an awarded BuyBoard vendor.

On behalf of the National Cooperative, we are looking forward to your participation in the program. If you have any questions, feel free to contact me at bids@buyboard.com.

Sincerely,

Kristin Gardner, Bid Analyst
Texas Association of School Boards, Inc.,
Administrator for the National Purchasing Cooperative

P.O. Box 400, Austin, Texas 78767
800.695.2919 • bids@buyboard.com • buyboard.com

PROPOSER'S ACCEPTANCE AND AGREEMENT

Proposal Invitation Name Highway Safety and Traffic Control Products	**Proposal Due Date/Opening Date and Time** January 22, 2026, at 4:00 PM
Proposal Invitation Number 803-26	**Location of Proposal Opening** Texas Association of School Boards, Inc. BuyBoard Department 12007 Research Blvd. Austin, TX 78759
Contract Term June 1, 2026, through May 31, 2027, with two possible one-year renewals.	**Anticipated Cooperative Board Meeting Date** April 2026

By signature below, the undersigned acknowledges and agrees that you are authorized to submit this Proposal, including making all acknowledgements, consents, and certifications herein, on behalf of Proposer and, to the best of your knowledge, the information provided is true, accurate, and complete.

Centerline Supply, Inc.
Name of Proposing Company

1/19/2026
Date

530 Jesse St.
Street Address

C Vand
Signature of Authorized Company Official

Grand Prairie, TX 75051
City, State, Zip

Carrie Vanderpool
Printed Name of Authorized Company Official

972-647-8300
Telephone Number of Authorized Company Official

Government Sales Manager
Position or Title of Authorized Company Official

972-641-1221
Fax Number of Authorized Company Official

75-2229085
Federal ID Number

PROPOSAL FORMS PART 1: COMPLIANCE FORMS

INSTRUCTIONS:

Proposer must review and complete all forms in this Proposal Forms Part 1:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Resident/Nonresident Certification
- Debarment Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Acknowledgement of BuyBoard Technical Requirements
- Construction-Related Goods and Services Affirmation
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification
- Compliance Forms Signature Page

An authorized representative of Proposer ***must initial in the bottom right corner of each page*** **where indicated and complete and sign the Compliance Forms Signature Page. Proposer's failure to fully complete, initial, and sign forms as required may result in your Proposal being rejected as non-responsive.**

PROPOSAL ACKNOWLEDGEMENTS

The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Information, General Terms and Conditions, attachments/forms, appendices, item specifications, and line items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the pricing quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. By your Proposal, you acknowledge and certify all items set forth in the General Terms and Conditions, Section B.12 (Certifications), including all non-collusion certifications and certifications regarding legal, ethical, and other matters set forth therein.
4. Any and all deviations and exceptions to the Requirements have been noted in your Proposal on the required form and no others will be claimed;

Initial: CV

5. If the Cooperative accepts any part of your Proposal and awards you a Contract, you will furnish all awarded products or services at the pricing quoted and in strict compliance with the Requirements (unless specific deviations or exceptions are noted on the required form and accepted by the Cooperative), including without limitation the Requirements related to:
   a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similarly situated customers in similar circumstances;
   b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
   c. the **possible** award of a piggy-back contract by the National Purchasing Cooperative or nonprofit entity, in which event you will offer the awarded products and services in accordance with the Requirements; and
   d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your Contract;
6. You have clearly identified on the included form any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under the Texas Public Information Act or similar public information law;
7. The individual submitting this Proposal is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a form or Proposal document) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
8. You have carefully reviewed your Proposal, and certify that all information provided is true, complete, and accurate to the best of your knowledge, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
9. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, will be grounds for disqualifying you from consideration for a contract award under this Proposal Invitation, termination of a contract award, or any other remedy or action provided for in the General Terms and Conditions or by law.

FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (√) one of the following:

☐ My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)
☒ My company is not owned or operated by anyone who has been convicted of a felony.
☐ My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

Initial: CJ

P.O. Box 400, Austin, Texas 78767
800.695.2919 • bids@buyboard.com • buyboard.com

RESIDENT/NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

Please check (√) one of the following:

- ☒ I certify that my company is a **Resident Proposer.**
- ☐ I certify that my company is a **Nonresident Proposer.**

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

Company Name _____ Address _____

City _____ State _____ Zip Code _____

A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?

☐ Yes ☒ No

B. What is the prescribed amount or percentage? $_____ or _____%

DEBARMENT CERTIFICATION

By signature on the Compliance Forms Signature Page, I certify that neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from my company if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas. If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

Please check (√) one of the following:

☐ Yes ☐ No

Initial: CV

NO BOYCOTT VERIFICATION

A Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel and will not boycott Israel during the term of the contract (TEX. GOV'T CODE Ch. 2271), (2) does not boycott energy companies and will not boycott energy companies during the term of the contract (TEX. GOV'T CODE Ch. 2276), and (3) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association (TEX. GOV'T CODE Ch. 2274). Accordingly, this certification form is included to the extent required by law.

"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. TEX. GOV'T CODE §808.001(1).

"Boycott energy company" means, without an ordinary business purpose, 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 with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A). TEX. GOV'T CODE §809.001(1).

"Discriminate against a firearm entity or firearm trade association" means, (A) with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. TEX. GOV'T CODE §2274.001(3).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel, boycott energy companies, or discriminate against a firearm entity or firearm trade association and will not do so during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

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NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with 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.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form. *(Please check (√) all that apply)*

☐ I certify that my company has been certified as a HUB in the following categories:

☐ **Minority Owned Business** ☐ **Women Owned Business**
☐ **Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

Certification Number: _____

Name of Certifying Agency: _____

☒ My company has **NOT** been certified as a HUB.

ACKNOWLEDGEMENT OF BUYBOARD TECHNICAL REQUIREMENTS

Vendor shall review the BuyBoard Technical Requirements included in this Proposal Invitation. By signature on the Compliance Forms Signature Page, the undersigned affirms that Proposer has obtained a copy of the BuyBoard Technical Requirements, has read and understands the requirements, and certifies that Vendor is able to meet and will comply with those requirements except as follows: *[List and explain BuyBoard Technical Requirements, if any, to which your company **cannot** or will **not** comply.]*

None

Note: In accordance with the General Terms and Conditions of the Contract, to the extent Vendor is awarded a Contract under this Proposal Invitation but is unable or unwilling to meet the applicable BuyBoard Technical Requirements, the information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website. Further, to the extent Vendor has acknowledged ability to meet and comply with the BuyBoard Technical Requirements, any subsequent failure or refusal by Vendor to promptly provide information upon request to the Cooperative administrator in accordance with those technical requirements may be deemed an event of default under the Contract.

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CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

The Cooperative issued the BuyBoard Procurement and Construction-Related Goods and Services Advisory for Texas Members ("Advisory"), which provides information specifically relevant to the procurement of construction-related goods and services by Texas Cooperative members. The Advisory, available at buyboard.com/Vendor/Resources.aspx, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request. Because many BuyBoard contracts include goods or installation services that might be considered construction-related, Proposer must make this Construction Related-Goods and Services Affirmation regardless of type of goods or services associated with this Proposal Invitation.

A contract awarded under this Proposal Invitation covers only the specific goods and/or services awarded by the Cooperative. As explained in the Advisory ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This Proposal Invitation and any Contract awarded thereunder does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

By signature on the Compliance Forms Signature Page, Proposer affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a Contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before accepting the member's Purchase Order or other agreement for construction-related goods or services.

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DEVIATION AND COMPLIANCE

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you MUST list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. **Prior to completing this form, Vendor shall review the General Terms and Conditions section B.4 (Deviations from Item Specifications and General Terms and Conditions). Please note that, as provided in section B.4, certain provisions of the General Terms and Conditions are NOT subject to deviation, and certain deviations will be deemed rejected without further action by the Cooperative. Any attempted deviation, whether directly or indirectly, to provisions identified in this Proposal Invitation as not subject to deviation shall be deemed rejected by the Cooperative and, unless otherwise withdrawn by Vendor, may result in Vendor's Proposal being rejected in its entirety.**

The Cooperative will consider any deviations in its contract award decision and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Proposal Specifications and all other requirements associated with this Proposal Invitation if awarded a Contract under this Proposal Invitation. A deviation will not be effective unless accepted by the Cooperative. The Cooperative, by and through the Cooperative administrator, may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a Proposal based upon any submitted deviation.

Please check (√) one of the following:

☒ **No**; Deviations
☐ **Yes**; Deviations

List and fully explain any deviations you are submitting:

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VENDOR CONSENT FOR NAME BRAND USE

BuyBoard members seeking to make purchases using a Contract awarded under this Proposal Invitation may view information regarding awarded Vendors, including but not limited to product catalogs, pricelists, pricing, and Proposals, through the BuyBoard website. To improve and enhance the experience of BuyBoard members seeking to procure goods and services under the Contract utilizing the BuyBoard website, any Vendor logo, product images, and similar brand and trademark information provided by Vendor for purposes of the Contract ("Vendor Information") may be posted on the BuyBoard website.

You acknowledge that, by submitting your Proposal, unless you specifically opt out below, you consent to use of your company's Vendor Information on the BuyBoard website if awarded a Contract. You further acknowledge that whether, where, and when to include the Vendor Information on the BuyBoard website shall be at the sole discretion of the BuyBoard Administrator. Vendor retains, however, the right of general quality control over the BuyBoard Administrator's authorized display of proprietary Vendor Information. Neither the BuyBoard nor its administrator will be responsible for the use or distribution of Vendor Information by BuyBoard members or any other third party using the BuyBoard website. This Vendor Consent shall be effective for the full term of the Contract, including renewals, unless Vendor provides a signed, written notice revoking consent to contractadmin@buyboard.com. BuyBoard shall have up to thirty days from the date of receipt of a termination or revocation of a Vendor Consent to remove Vendor information from the BuyBoard website.

This Vendor Consent is subject to the Terms and Conditions of the Contract, including, but not limited to, those terms pertaining to Disclaimer of Warranty and Limitation of Liability, Indemnification, and Intellectual Property Infringement.

Vendor logo files must be submitted in one of the formats set forth in the BuyBoard Technical Requirements. Proposers are requested to submit this information with Vendor's Proposal. (This consent shall not authorize use of your company's Vendor Information by BuyBoard if your company is not awarded a Contract.)

OPT OUT:

If your company wishes to opt out of the Vendor Consent for Name Brand Use, you must check the opt out box below. ***DO NOT select this box unless your company is opting out of this Vendor Consent for Name Brand Use.***

☐ By checking this box, Vendor hereby declines to provide consent for use of Vendor Information (as defined herein) on the BuyBoard website. **By opting out, Vendor acknowledges and agrees that, if Vendor is awarded a Contract under this Proposal Invitation, information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website.**

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CONFIDENTIAL/PROPRIETARY INFORMATION

A. Public Disclosure Laws

All Proposals, forms, documentation, catalogs, pricelists, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation, may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to notify Vendor or seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure law. When required by the Texas Public Information Act or other disclosure law, Proposer may be notified of any third-party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, catalogs, pricelists, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (√) one of the following:

☒ **NO,** I certify that none of the information included with this Proposal is considered confidential or proprietary.

☐ **YES,** I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must clearly identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and Cooperative administrator shall not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and Cooperative administrator will disclose information when required by law, even if such information has been identified herein as information Vendor considers confidential or proprietary.

Confidential / Proprietary Information:

_____

_____

_____

_____

_____

(Attach additional sheets if needed.)

Initial: CV

B. Copyright Information

Does your Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) contain copyright information?

Please check (√) one of the following:

☒ **NO,** Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does not contain copyright information.

☐ **YES,** Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", clearly identify below the specific documents or pages containing copyright information.

Copyright Information: _____

_____

_____

_____

(Attach additional sheets if needed.)

C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor Cooperative administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

D. Consent to Release Proposal Tabulation

Notwithstanding anything in this Confidential/Proprietary Information form to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the Cooperative may publicly release, including posting on the public BuyBoard website, a copy of the proposal tabulation and award information for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), hourly labor rate(s), or other specified pricing; and Vendor award or non-award information.

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EDGAR VENDOR CERTIFICATION
(2 CFR Part 200 and Appendix II)

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting a Proposal must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which ***may*** be applicable to specific Cooperative member purchases using federal grant funds. Completed forms will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the terms and conditions of the BuyBoard contract, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For <u>each</u> of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative check the applicable boxes, initial each page, and sign the Compliance Forms Signature Page. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order or Cooperative member ancillary contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

■ **YES**, I agree. ☐ **NO**, I do not agree.

2. Termination for Cause or Convenience:

For any Cooperative member purchase or contract in excess of $10,000 made using federal funds, you agree that the following term and condition shall apply:

The Cooperative member may terminate or cancel any Purchase Order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's Purchase Order or ancillary agreement agreed to by the Vendor, the Cooperative member's provision shall control.

■ **YES**, I agree. ☐ **NO**, I do not agree. **Initial:** CV

3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all Cooperative member purchases or contracts 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., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR 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. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

■ **YES**, I agree. ☐ **NO**, I do not agree.

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of $2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.sam.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

■ **YES**, I agree. ☐ **NO**, I do not agree.

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all Cooperative member contracts or purchases in excess of $100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is 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 USC 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.

■ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: CV

6. Right to Inventions Made Under a Contract or Agreement:

If the Cooperative member's Federal award meets the definition of "funding 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 or experimental, developmental, or research work under that "funding 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 Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.

■ **YES**, I agree. ☐ **NO**, I do not agree.

7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

■ **YES**, I agree. ☐ **NO**, I do not agree.

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 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.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

■ **YES**, I agree. ☐ **NO**, I do not agree.

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) - Vendors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies 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 USC 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 non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

■ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: CV

10. Procurement of Recovered Materials:

For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include 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; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

■ **YES**, I agree. ☐ **NO**, I do not agree.

11. Domestic Preferences for Procurements:

Where appropriate and consistent with law, 2 CFR §200.322 contains certain considerations for domestic preferences for procurements which may be applicable to Cooperative members using federal funds. When required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member regarding Vendor's products, including whether goods, products, or materials are produced in the United States.

■ **YES**, I agree. ☐ **NO**, I do not agree.

12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

2 CFR §200.216 prohibits expending federal loan or grant funds to procure or obtain covered telecommunications equipment or services. To the extent applicable and when required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member to confirm whether any telecommunications equipment or services provided by Vendor is covered telecommunications equipment or services under 2 CFR §200.216.

■ **YES**, I agree. ☐ **NO**, I do not agree.

13. General Compliance and Cooperation with Cooperative Members:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

■ **YES**, I agree. ☐ **NO**, I do not agree.

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COMPLIANCE FORMS SIGNATURE PAGE

By initialing pages and by signature below, I certify that I have reviewed the following forms; that the information provided therein is true, complete, and accurate; and that I am authorized by my company to make all certifications, consents, acknowledgements, and agreements contained herein:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Debarment Certification
- Resident/Nonresident Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Construction-Related Goods and Services Affirmation
- Acknowledgement of BuyBoard Technical Requirements
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification

Centerline Supply, Inc.
Company Name

CVand
Signature of Authorized Company Official

Carrie Vanderpool, Government Sales Manager
Printed Name and Title

1/19/2026
Date

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PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

INSTRUCTIONS:

Proposer must completely and accurately provide all information requested in the following Vendor Information Forms or your Proposal may be rejected as non-responsive:

- Vendor Business Name
- Vendor Contact Information
- Federal and State/Purchasing Cooperative Experience
- Governmental References
- Company Profile
- Texas Regional Service Designation
- State Service Designation
- National Purchasing Cooperative Vendor Award Agreement *(Vendors serving outside Texas only)*
- Local/Authorized Seller Listings
- Manufacturer Dealer Designation
- Proposal Invitation Questionnaire

To the extent any information requested is not applicable to your company, you must so indicate on the form.

VENDOR BUSINESS NAME

By submitting a Proposal, Vendor is seeking to enter into a legal contract with the Cooperative. As such, Vendor must be an individual or legal business entity capable of entering into a binding contract.

Name of Proposing Company:

Centerline Supply, Inc.

*(List the **legal** name of the company seeking to contract with the Cooperative. Do **NOT** list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)*

Please check (√) one of the following:

Type of Business: ☐ Individual/Sole Proprietor ■ Corporation ☐ Limited Liability Company ☐ Partnership

☐ Other (Specify: _____)

State of Incorporation (if applicable): Texas

Federal Employer Identification Number: 75-2229085
*(Vendor must include a completed **IRS W-9** form with their Proposal)*

Name by which Vendor, if awarded, wishes to be identified on the BuyBoard: *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)* Centerline Supply. Inc.

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Centerline Supply, Inc.

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

530 Jesse St

6 City, state, and ZIP code

Grand Prairie, TX 75051

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

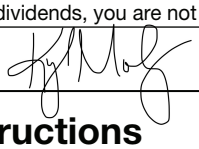
7	5	–	2	2	2	9	0	8	5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person**  **Date** January 6, 2026

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

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VENDOR CONTACT INFORMATION

Vendor shall provide the requested Vendor Contact Information in the electronic proposal submission system including contract, purchase order, RFQ, and invoice contacts (or, if submitting a hard copy Proposal, timely request and complete the Vendor Contact Information form in accordance with the Instructions to Proposers).

FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE

The Cooperative strives to provide Cooperative members with the best services and products at the best prices available from Vendors with the technical resources and ability to serve Cooperative members. Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: $ 2,044,033. (The period of the 12-month period is 1/1/2025 / 12/31/2025). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).
2. By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.
3. Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	CURRENT VENDOR? (Y/N)	FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR	AWARDED COMMODITY CATEGORY(IES)
1. Federal General Services Administration	N		
2. T-PASS (State of Texas)	N		
3. OMNIA Partners	N		
4. Sourcewell (NJPA)	N		
5. E&I Cooperative	N		
6. Houston-Galveston Area Council (HGAC)	N		
7. Choice Partners	N		
8. The Interlocal Purchasing System (TIPS)	N		
9. Other	N		

☒ **MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.**

CURRENT BUYBOARD VENDORS

If you are a current BuyBoard vendor in the same contract category as proposed in this Proposal Invitation, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount (%): 10 **Proposed Discount (%):** 10

Explanation: _____

GOVERNMENTAL REFERENCES

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. The Cooperative may contact any and all references provided as part of the Proposal evaluation. Provide the information requested below, including the existing pricing/discounts you offer each customer. The Cooperative may determine whether pricing/discounts are fair and reasonable by comparing pricing/discounts stated in your Proposal with the pricing/discounts you offer other governmental customers. Attach additional pages if necessary.

	Entity Name	Contact	Phone#	Email Address	Discount	Quantity/ Volume
1.	City of Dallas	Jose Arevalo	972-670-5725	jose.arevalo@dallascityhall.com		
2.	City of Frisco	S. Napoleone	972-292-5294	snapoleone@friscotexas.gov		
3.	City of Sherman	Luigi Doronzo	214-236-7049	luifid@ci.sherman.tx.us		
4.	City of Lewisville	Joe Galicia	972-219-3508	jgalicia@cityoflewisville.com		
5.						

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower pricing) than indicated? **YES** ■ **NO** ☐ If YES, please explain:

We will lower prices based on volume purchase.

COMPANY PROFILE

Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. **Submit your company profile in a separate file, in Word format, with your Proposal**. (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)

CENTERLINE SUPPLY

The Premier Manufacturer and Distributor of Signs, Traffic Control Products and Pavement Marking Equipment.

Centerline is a premier manufacturer and top-level distributor of traffic control products, pavement marking materials, traffic safety supplies, marking and removal equipment, construction, and regulatory and warning signs, as well as wayfinding signs, vehicle wraps, and custom graphics. We were established in 1984 and are headquartered in Grand Prairie, Texas.

Our product lines lead off with our extensive sign building capability. Centerline's in-house sign department routinely builds everything from custom designed Highway DOT signs to mass-produced municipal signage, including all the supporting structural steel, poles, and hardware. Typical applications handled include roadway, wayfinding, corporate ID, advertising, and stylish architectural signs. Our graphics department routinely design and build awe-inspiring signs to meet your exacting requirements.

Centerline also carries a vast selection of safety products from cones to delineators, to traffic signs, to temporary signage, to electronic attenuators. Our everyday inventory is traffic paint, Thermoplastic, epoxy, MMA, and a wide range of equipment to apply them consistently and profitably. Our custom graphics department can professionally produce all custom vehicle wraps and wayfinding signs for municipalities, airports, hospitals, sports arenas, and entertainment venues.

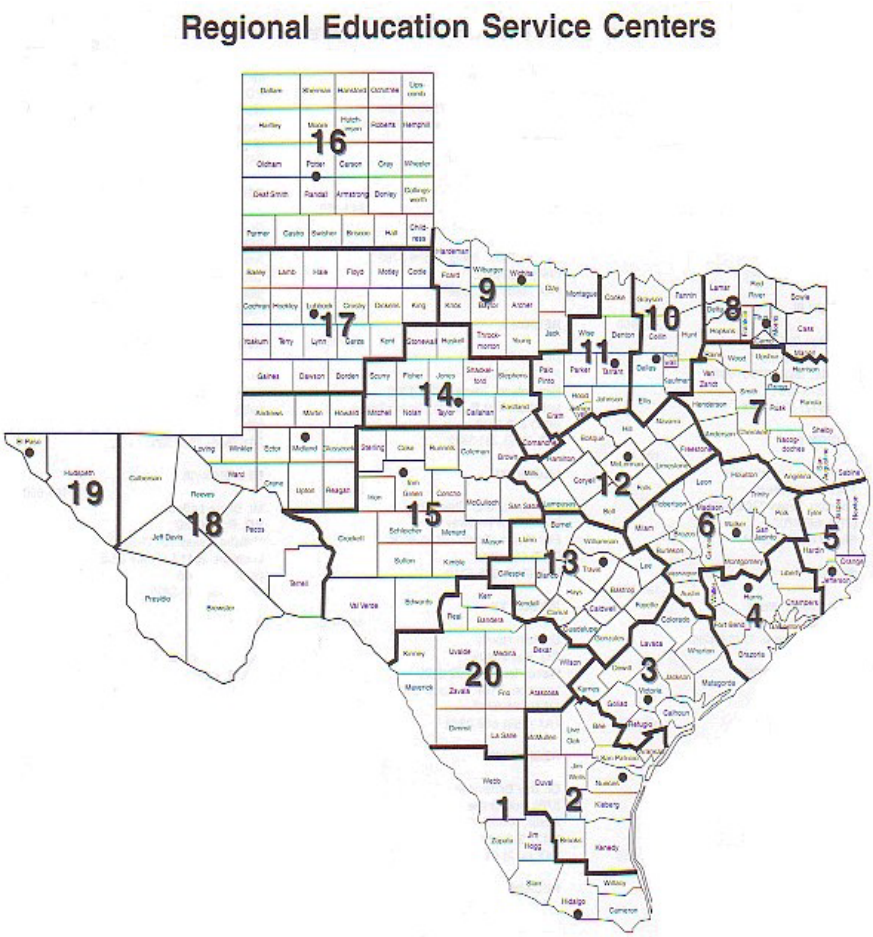
In the last 30 years, we have experienced incredible growth by exceeding our customer's expectations. With several million dollars in inventory, expect the products you need to arrive shortly after your order date. We are considered experts in all the product lines we sell. Give us the opportunity to serve you.

Visit our website at www.translineinc.com to learn more.

TEXAS REGIONAL SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the form in accordance with the Instructions to Proposers).

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. In the electronic proposal submission system, you must indicate if you will service Texas Cooperative members statewide or, if you do not plan to service all Texas Cooperative members statewide, you ***must*** indicate the specific regions you will service. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting** bids@buyboard.com *at least five (5) business days prior to the Proposal Due Date*.) ***By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), *you must so indicate on the form in the electronic proposal submission system.*



Region and Headquarters

1	Edinburg
2	Corpus Christi
3	Victoria
4	Houston
5	Beaumont
6	Huntsville
7	Kilgore
8	Mount Pleasant
9	Wichita Falls
10	Richardson
11	Fort Worth
12	Waco
13	Austin
14	Abilene
15	San Angelo
16	Amarillo
17	Lubbock
18	Midland
19	El Paso
20	San Antonio

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STATE SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the in accordance with the Instructions to Proposers).

As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, *you must complete the State Service Designation information in the electronic proposal submission system. (Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)* ***In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this page.***

If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting bids@buyboard.com** ***at least five (5) business days prior to the Proposal Due Date.) By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.***

- I will service all states in the United States.
- I will not service all states in the United States.

Alabama
Alaska
Arizona
Arkansas
California (Public Contract Code 20118 & 20652)
Colorado
Connecticut
Delaware
District of Columbia
Florida
Georgia
Hawaii
Idaho
Illinois
Indiana
Iowa
Kansas
Kentucky
Louisiana
Maine
Maryland
Massachusetts
Michigan
Minnesota
Mississippi
Missouri
Montana
Nebraska
Nevada
New Hampshire
New Jersey
New Mexico
New York
North Carolina
North Dakota
Ohio
Oklahoma
Oregon
Pennsylvania
Rhode Island
South Carolina
South Dakota
Tennessee
Texas
Utah
Vermont
Virginia
Washington
West Virginia
Wisconsin
Wyoming

NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.

2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.

3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.

4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.

5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members, vendor invoices, and/or such other documentation regarding those purchase orders as the Cooperative's administrators may require in their reasonable discretion for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.

6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.

7. This Agreement shall be governed and construed in accordance with the laws of the State of Texas and venue for any dispute shall lie in the federal district court of Travis County, Texas.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

Centerline Supply, Inc.
Name of Vendor

803-26
Proposal Invitation Number

Signature of Authorized Company Official

Carrie Vanderpool
Printed Name of Authorized Company Official

1/19/2026
Date

LOCATION/AUTHORIZED SELLER LISTINGS

If you have more than one location/authorized seller that will service a Contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract. ***If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.***

Location/Authorized Seller Name	**Contact Person**	**Contact Information** (Mailing Address, Phone, Fax, Email)
Centerline Supply, Inc.	Shane Richmond	530 Jesse St., Grand Prairie, TX 75051 (972)647-8300 shane.richmond@clsusa.com
Centerline Supply, Inc.	Jason Barrett	9484 Corporate Dr., Selma, TX 78154 (210)224-4600 jason.barrett@clsusa.com
Centerline Supply, Inc.	Jason Byrd	9201 Brown Lane Unit 152, Austin, TX 78754 (737)800-9905 jason.byrd@clsusa.com
Centerline Supply, Inc.	Greg Van Dine	1301 E. Hadley St., Phoenix, AZ 85034 (602)258-3142 greg.vandine@clsusa.com
Centerline Supply, Inc.	Greg Van Dine	5450 S Arcadia Ave., Tuscon, AZ 85706 (602)258-3142 greg.vandine@clsusa.com
Centerline Supply, Inc.	Andrew Nelson	241 NW 71st St., Oklahoma City, OK 73116 (405)832-1680 andrew.nelson@clsusa.com

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MANUFACTURER DEALER DESIGNATION

If Vendor is a manufacturer that sells products through a dealer network and wishes to designate a dealer or multiple dealers ("Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf, you must complete this form for each dealer you wish to designate.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not, if Vendor is awarded a Contract, relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. In accordance with the General Terms and Conditions, an awarded Vendor shall remain responsible and liable for all of its obligations under the Contract and the performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract and remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

If awarded, Vendor authorizes the Cooperative, in its sole discretion, to list any Vendor Designated Dealers in the BuyBoard system and to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order directly, it shall be the responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

If you wish to designate a dealer to service a contract awarded under this Proposal Invitation, please list the Designated Dealer below. If you wish to designate multiple dealers, please duplicate this form as necessary.

Designated Dealer Name

Designated Dealer Contact Person

Designated Dealer Address

City

State

Zip Code

Phone Number

Fax Number

Email address

Designated Dealer Tax ID Number* **(*attach W-9)**

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PROPOSAL INVITATION QUESTIONNAIRE

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services ("Work") under the BuyBoard contract contemplated by this Proposal Invitation ("Contract"). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire and submit in one document with your Proposal. **You must submit the questionnaire and responses with your Proposal or the Proposal will not be considered.**

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

40 years.

Company is not for sale nor involved in any transaction that would significantly alter its business or result in acquisition by another entity.

2. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

Centerline Supply, Inc. has a total of approximately 150 employees. The owner has 50 years of experience in the traffic control industry. Various managers have 20-30 years of experience in the industry and all will be available for assistance to cooperative members.

3. **Marketing Strategy:** For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. *(Example: Explain how your company will initially inform Cooperative members of your BuyBoard Contract, and how you will continue to support the BuyBoard for the duration of the Contract term.)* Attach additional pages if necessary.

We will notify existing and potential customers via telephone, email, and personal visits that we are participating in Buyboard.

Buyboard affiliation will be shown on all marketing for promotional purposes.

4. Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

Company sold $64,728,393 of material in fiscal year 2025 and presently has a total equity of $16,425,255. Insurance coverage is attached. Neither Centerline Supply, Inc. nor any past or present owners, principal shareholders or stockholders or officers, have ever been a debtor party to bankruptcy, receivership, or insolvency proceeding in the last 7 years.

5. Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.

Company has no outstanding financial judgements and is not currently in default on any loan or financing agreement.

6. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, failure to complete or deliver the work, or termination.

None.

7. List all litigation or other legal proceedings (including arbitration proceedings), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relate to or arise from a contract similar to this Contract or the Work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), nature of the claim, and resolution or current status.

None.

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PROPOSAL SPECIFICATION SUMMARY

The categories and items specified for this Proposal Invitation are summarized below. For full Proposal Specifications, you must review and complete the Proposal Specification information in the electronic proposal submission system in accordance with the Instructions to Proposers (or, if submitting a hard copy Proposal, timely request and complete the Proposal Specification Form in accordance with the Instructions to Proposers).

PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

Section I: Equipment, Products, and Supplies

1. Discount (%) off catalog/pricelist for **Highway Safety Products, Supplies, and Equipment.**
2. Discount (%) off catalog/pricelist for **Traffic Control Products, Supplies, and Equipment.**
3. Discount (%) off catalog/pricelist for **Pavement Marking Supplies and Equipment.**
4. Discount (%) off catalog/pricelist for **Delineation Products and Object Markers.**
5. Discount (%) off catalog/pricelist for **Road Signs, Posts, and Hardware.**
6. Discount (%) off catalog/pricelist for **Fire Hydrants and Accessories.**
7. Discount (%) off catalog/pricelist for **Wheel Wash Systems** (In Ground) and (Above Ground).
8. Discount (%) off catalog/pricelist for **Locking Systems for Highway/Safety Products** (storm sewer grate, traffic signal cabinet, man-hole cover, and other related locking systems).
9. Discount (%) off catalog/pricelist for **Animal Cages, Traps, and Accessories for Roads and Highways.**
10. Discount (%) off catalog/pricelist for **Herbicides and Weed Control Products for Roads and Highways.**
11. Discount (%) off catalog/pricelist for **Oil and Hazardous Material Spill Remediation Products and Supplies.**
12. Discount (%) off catalog/pricelist for **Road Maintenance Products for Dust Control, Anti-icing/Deicing, and Stabilization** (granular, liquid, and/or chemical based).
13. Discount (%) off catalog/pricelist for **RENTAL of Highway Safety and Traffic Control Products and Equipment** (Rental Rate Sheet shall be submitted with Proposal response or Proposal will not be considered).
14. Discount (%) off catalog/pricelist for **All Other Related Highway Safety and Traffic Control Products.**
15. Discount (%) off catalog/pricelist for **Maintenance/Warranty Agreements for Highway Safety and Traffic Control Equipment and Systems.**

Section II: Installation and Repair Service

16. **Hourly Labor Rate for Installation/Repair Service of Highway Safety and Traffic Control Equipment and Products** - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.
17. **Hourly Labor Rate for Weed Control Service for Roads and Highways** - Not to Exceed hourly labor rate for Weed Control Service of Roads and Highways.

REQUIRED FORMS CHECKLIST

(Please check (√) the following)

☑ Reviewed/Completed: **Proposer's Acceptance and Agreement**

PROPOSAL FORMS PART 1: COMPLIANCE FORMS

☑ Reviewed/Completed: **Proposal Acknowledgements**
☑ Reviewed/Completed: **Felony Conviction Disclosure**
☑ Reviewed/Completed: **Resident/Nonresident Certification**
☑ Reviewed/Completed: **Debarment Certification**
☑ Reviewed/Completed: **Vendor Employment Certification**
☑ Reviewed/Completed: **No Boycott Verification**
☑ Reviewed/Completed: **No Excluded Nation or Foreign Terrorist Organization Certification**
☑ Reviewed/Completed: **Historically Underutilized Business Certification**
☑ Reviewed/Completed: **Acknowledgement of BuyBoard Technical Requirements**
☑ Reviewed/Completed: **Construction-Related Goods and Services Affirmation**
☑ Reviewed/Completed: **Deviation and Compliance**
☑ Reviewed/Completed: **Vendor Consent for Name Brand Use**
☑ Reviewed/Completed: **Confidential/Proprietary Information**
☑ Reviewed/Completed: **EDGAR Vendor Certification**
☑ Reviewed/Completed: **Compliance Forms Signature Page**

PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

☑ Reviewed/Completed: **Vendor Business Name**
☑ Reviewed/Completed: **Vendor Contact Information** (*complete in electronic proposal submission system)*
☑ Reviewed/Completed: **Federal and State/Purchasing Cooperative Experience**
☑ Reviewed/Completed: **Governmental References**
☑ Reviewed/Completed: **Company Profile**
☑ Reviewed/Completed: **Texas Regional Service Designation** (*complete in electronic proposal submission system)*
☑ Reviewed/Completed: **State Service Designation** (*complete in electronic proposal submission system)*
☑ Reviewed/Completed: **National Purchasing Cooperative Vendor Award Agreement** *(Vendors serving outside Texas only)*
☑ Reviewed/Completed: **Local/Authorized Seller Listings**
☑ Reviewed/Completed: **Manufacturer Dealer Designation**
☑ Reviewed/Completed: **Proposal Invitation Questionnaire**
☑ Reviewed/Completed: **Proposal Specifications** *Discount (%) off Catalog/Pricelist and/or other required pricing information including Catalogs/Pricelists (or no bid response) must be submitted with the Proposal or the Proposal will not be considered.*

Centerline Supply Information

Contact: Shane Richmond
Address: 530 Jesse Street
Grand Prairie, TX 75051
Phone: (972) 647-8300
Fax: (972) 641-1221
Email: shane.richmond@clsusa.com
Web Address: www.centerlinesupply.com

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

Carrie Vanderpool
Signature

sales@clsusa.com
Email

Submitted at 1/21/2026 01:55:07 PM (CT)

Requested Attachments

BuyBoard Proposal Invitation No. 803-26, Highway Safety and Traffic Control Products

Signed Centerline Proposal No. 803-26.pdf

REQUIRED-In PDF format, upload all COMPLETED and FILLED in proposal invitation documents available for download at www.buyboard.com.vendor. Click on the **"Current and Upcoming Proposal Invitations"** button to view and download the forms for this proposal including any additional pages, as necessary. NOTICE: DO NOT complete proposal forms in internet browser. No data will be stored. Download file to computer and complete proposal forms prior to submitting. (**DO NOT** password protect uploaded files.)

Manufacturer Catalog(s) and/or Product Price list(s)

Centerline Buyboard Price List.pdf

REQUIRED-In **PDF format ONLY,** upload manufacturer catalog(s) and/or product price list(s) in accordance with proposal invitation instructions. Vendors shall submit catalog(s)/price list(s) with their Proposal response or Proposal will not be considered. No paper catalogs or manufacturer/vendor websites will be accepted. File size must not exceed 250MB. (**DO NOT** password protect uploaded files.)

Exceptions and/or Detailed Information Related to Discount % and/or Hourly Labor Rate Proposed

No response

In PDF format and if necessary, vendor shall attach detailed information regarding exceptions to pricing and/or discount percentage and define the services that are proposed to be provided. NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL MAY NOT BE CONSIDERED. (**DO NOT** password protect uploaded files.)

Company Profile

Centerline Profile.docx

REQUIRED-Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. Submit your company profile in a separate file, in **Word format**, with your Proposal. *(Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)* (**DO NOT** password protect uploaded files.)

IRS Form W-9 Request for Taxpayer Identification Number and Certification

2026 W-9- Centerline Supply, Inc.pdf

REQUIRED-In PDF format, upload W-9 form. (**DO NOT** password protect uploaded files.)

Response Attachments

Transline Catalog.pdf

Transline Product Catalog

2026 COI.pdf

Centerline Certificate of Insurance

Centerline Supply - Buyboard 1-21-26.xlsx

Centerline Buyboard Price List

Bid Attributes

1	**Name of Proposing Company (Legal Name)** By submitting a Proposal, Vendor is seeking to enter into a legal contract with the Cooperative. As such, Vendor must be an individual or legal business entity capable of entering into a binding contract. List the **LEGAL NAME** of the company seeking to contract with the Cooperative. Do **NOT** list an assumed name, dba, aka, etc. here. Such information may be provided below. Centerline Supply, Inc
2	**Vendor Business Name** Name by which Vendor, if awarded, wishes to be identified on the BuyBoard. If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used. Centerline Supply, Inc
3	**Vendor Mailing/Street Address** Vendor Mailing/Street Address 530 Jesse St
4	**Vendor Mailing/Street Address - City** Vendor Mailing/Street Address - City Grand Prairie
5	**Vendor Mailing/Street Address - State** Vendor Mailing/Street Address - State (Abbreviate State Name) TX
6	**Vendor Mailing/Street Address - Zip Code** Vendor Mailing/Street Address - Zip Code 75051
7	**Federal Identification Number** Federal Identification Number 75-2229085
8	**No Boycott Verification/No Excluded Nation or Foreign Terrorist Organization Certification/Historically Underutilized Business Certification** No Boycott Verification/No Excluded Nation or Foreign Terrorist Organization Certification/Historically Underutilized Business Certification

9 **No Boycott Certification**

A Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel and will not boycott Israel during the term of the contract (TEX. GOV'T CODE Ch. 2271), (2) does not boycott energy companies and will not boycott energy companies during the term of the contract (TEX. GOV'T CODE Ch. 2276), and (3) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association (TEX. GOV'T CODE Ch. 2274). Accordingly, this certification form is included to the extent required by law.
"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. TEX. GOV'T CODE §808.001(1).

"Boycott energy company" means, without an ordinary business purpose, 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 with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A). TEX. GOV'T CODE §809.001(1).

"Discriminate against a firearm entity or firearm trade association" means, (A) with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. TEX. GOV'T CODE §2274.001(3).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel, boycott energy companies, or discriminate against a firearm entity or firearm trade association and will not do so during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Yes

10 **No Excluded Nation or Foreign Terrorist Organization Certification**

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with 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.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

Yes

11 **Historically Underutilized Business Certification**

A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or “MWBE” and all referred to in this form as a “HUB”) is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form.

I certify that my company has been certified as a MWBE/HUB in the following categories: *(Please check all that apply)*

12 **Minority Owned Business**

Minority Owned Business

☐ *Minority Owned Business*

13 **Women Owned Business**

Women Owned Business

☐ *Women Owned Business*

14 **Service-Disabled Veteran Owned Business**

Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)

☐ *Service-Disabled Veteran Owned Business*

15 **Certification Number**

Certification Number

No response

16 **Name of Certifying Agency**

Certifying Agency

No response

17 **Non-MWBE/HUB**

My company has NOT been certified as a MWBE/HUB

☑ Non-HUB

18 **Vendor General Contact Information**

Proposal/Contract General Contact Information

19 **Vendor Proposal/Contract Contact - First Name**

Vendor Proposal/Contract Contact - First Name

Carrie

20 **Vendor Proposal/Contract Contact - Last Name**

Vendor Proposal/Contract Contact - Last Name

Vanderpool

21 **Vendor Proposal/Contract Contact E-mail Address**

Vendor Proposal/Contract Contact E-mail Address

sales@clsusa.com

22 **Vendor Proposal/Contract Mailing Address**

Vendor Proposal/Contract Mailing Address

530 Jesse St

23 **Vendor Proposal/Contact Mailing Address - City**

Vendor Proposal/Contact Mailing Address - City

Grand Prairie

24 **Vendor Proposal/Contact Mailing Address - State**

Vendor Proposal/Contact Mailing Address - State (Abbreviate State Name)

TX

25 **Vendor Proposal/Contact Mailing Address - Zip Code**

Vendor Proposal/Contact Mailing Address - Zip Code

75051

26 **Vendor Proposal/Contact Phone Number**

Vendor Proposal/Contact Phone Number (xxx-xxx-xxxx)

737-230-3646

27 **Vendor Proposal/Contact Extension Number**

Vendor Proposal/Contact Extension Number

No response

28 **Company Website**

Company Website (www.XXXXX.com)

www.translineinc.com

29 **Purchase Orders Contact Information**

All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders.

Please select options below for receipt of Purchase Orders and provide the requested information:

- I will use the internet to receive Purchase Orders at the following address

Yes

30 **Purchase Order E-mail Address**

Purchase Order E-mail Address

sales@clsusa.com

31 **Purchase Order Contact - First Name**

Purchase Order Contact - First Name

Carrie

32 **Purchase Order Contact - Last Name**

Purchase Order Contact - Last Name

Vanderpool

33 **Purchase Order Contact Phone Number**

Purchase Order Contact Phone Number (xxx-xxx-xxxx)

972-647-8300

34 **Purchase Order Contact Extension Number**

Purchase Order Contact Extension Number

No response

35 **Alternate Purchase Order E-mail Address**

Alternate Purchase Order E-mail Address

shane.richmond@clsusa.com

36 **Alternate Purchase Order Contact - First Name**

Alternate Purchase Order Contact - First Name

Shane

37 **Alternate Purchase Order Contact - Last Name**

Alternate Purchase Order Contact - Last Name

Richmond

38 **Alternate Purchase Order Contact Phone Number**

Alternate Purchase Order Contact Phone Number (xxx-xxx-xxxx)

972-647-8300

39 **Alternate Purchase Order Contact Extension Number**

Alternate Purchase Order Contact Extension Number

No response

40 **Purchase Orders Contact Information**

All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders.

Please select options below for receipt of Purchase Orders and provide the requested information:

- Purchase Orders may be received by the Designated Dealer(s) identified on my company's Dealer Designation form as provided to the Cooperative administrator. I understand that my company shall remain responsible for the Contract and the performance of all Designated Dealers under and in accordance with the Contract.

No

41 **Request for Quotes (RFQ)**

Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

42 **Request for Quote (RFQ) E-mail Address**

Request for Quote (RFQ) E-mail Address

sales@clsusa.com

43 **Request for Quote (RFQ) Contact - First Name**

Request for Quote (RFQ) Contact - First Name

Carrie

44 **Request for Quote (RFQ) Contact - Last Name**

Request for Quote (RFQ) Contact - Last Name

Vanderpool

45 **Request for Quote (RFQ) Contact Phone Number**

Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx)

972-647-8300

46 **Request for Quote (RFQ) Contact Extension Number**

Request for Quote (RFQ) Contact Extension Number

No response

47 **Alternate Request for Quote (RFQ) E-mail Address**

Alternate Request for Quote (RFQ) E-mail Address

shane.richmond@clsusa.com

48 **Alternate Request for Quote (RFQ) Contact - First Name**

Alternate Request for Quote (RFQ) Contact - First Name

Shane

49 **Alternate Request for Quote (RFQ) Contact - Last Name**

Alternate Request for Quote (RFQ) Contact - Last Name

Richmond

50 **Alternate Request for Quote (RFQ) Contact Phone Number**

Alternate Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx)

972-647-8300

51 **Alternate Request for Quote (RFQ) Contact Extension Number**

Alternate Request for Quote (RFQ) Contact Extension Number

No response

52 **Invoices**

Your company will be billed monthly for the service fee due under a Contract awarded under this Proposal Invitation. **All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved**.

53 **Invoices**

Please choose only one (1) of the following options for receipt of invoices and provide the requested information:

(a) Service fee invoices and related communications should be provided directly to my company at:

or

(b) In lieu of my company, I request and authorize all service fee invoices to be provided directly to the following billing agent:

If Vendor authorizes a billing agent to receive and process service fee invoices, in accordance with the General Terms and Conditions of the Contract, Vendor specifically acknowledges and agrees that nothing in that designation shall relieve Vendor of its responsibilities and obligations under the Contract including, but not limited to, payment of all service fees under any Contract awarded Vendor.

Service fee invoices and notices direct to company

54 **Invoice Company Name**

Invoice Company Name

Centerline Supply, Inc

55 **Invoice Company Department Name**

Invoice Company Department Name

Accounting

56 **Invoice Contact - First Name**

Invoice Contact - First Name

Shane

57 **Invoice Contact - Last Name**

Invoice Contact - Last Name

Richmond

58 **Invoice Mailing Address**

Invoice Mailing Address (P.O. Box or Street Address)

530 Jesse St

59 **Invoice Mailing Address - City**

Invoice Mailing Address - City

Grand Prairie

60 **Invoice Mailing Address - State**

Invoice Mailing Address - State (Abbreviate State Name)

TX

61 **Invoice Mailing Address - Zip Code**

Invoice Mailing Address (Zip Code)

75051

62 **Invoice Contact Phone Number**

Invoice Contact Phone Number (xxx-xxx-xxxx)

972-647-8300

63 **Invoice Contact Extension Number**

Invoice Contact Extension Number

No response

64 **Invoice Contact Fax Number**

Invoice Contact Fax Number (xxx-xxx-xxxx)

No response

65 **Invoice Contact E-mail Address**

Invoice Contact E-mail

shane.richmond@clsusa.com

66 **Invoice Contact Alternate E-mail Address**

Invoice Contact Alternate E-mail Address

sales@clsusa.com

67 **Billing Agent Company Name**

Billing Agent Company Name

No response

68 **Billing Agent Department Name**

Billing Agent Department Name

No response

69 **Billing Agent Contact - First Name**

Billing Agent Contact - First Name

No response

70 **Billing Agent Contact - Last Name**

Billing Agent Contact - Last Name

No response

71 **Billing Agent Mailing Address**

Billing Agent Mailing Address (P.O. Box or Street Address)

No response

72 **Billing Agent Mailing Address - City**

Billing Agent Mailing Address - City

No response

73 **Billing Agent Mailing Address - State**

Billing Agent Mailing Address - State (Abbreviate State Name)

No response

74 **Billing Agent Mailing Address - Zip Code**

Billing Agent Mailing Address - Zip Code

No response

75 **Billing Agent Contact Phone Number**

Billing Agent Contact Phone Number (xxx-xxx-xxxx)

No response

76 **Billing Agent Contact Extension Number**

Billing Agent Contact Extension Number

No response

77 **Billing Agent Fax Number**

Billing Agent Fax Number

No response

78 **Billing Agent Contact E-mail Address**

Billing Agent Contact E-mail Address

No response

79 **Billing Agent Alternative E-mail Address**

Billing Agent Alternative E-mail Address

No response

80 **Shipping Via**

Common Carrier, Company Truck, Prepaid and Add to Invoice, or Other

Common Carrier

81 **Payment Terms**

Note: Vendor payment terms must comply with the BuyBoard General Terms and Conditions and the Texas Prompt Payment Act (Texas Government Code Ch. 2251).

net 30

82 **Vendor's Internal/Assigned Reference/Quote Number**

Vendor's Internal/Assigned Reference/Quote Number

No response

83 **State or Attach Return Policy**

Note: Only return requirements and processes will be deemed part of Vendor's return policy. Any unrelated contract terms, terms of sale, or other information not specifically related to return requirements and processes included in Vendor's return policy shall not apply to any awarded Contract unless specifically included as a deviation in the Deviation and Compliance Form and accepted by the Cooperative.

No response

84 **Electronic Payments**

Are electronic payments acceptable to your company?

Yes

85 **Credit Card Payments**

Are credit card payments acceptable to your company?

Yes

86 **Texas Regional Service Designation**

Texas Regional Service Designation - Refer to Form in Proposal Invitation

The Cooperative (referred to as “Texas Cooperative” in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. ***By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.

87 **Company Name**

Company Name

Centerline Supply, Inc.

88 **Texas Regional Service Designation**

Select only one of the following options**.** If you select **"I will NOT serve all Regions of Texas",** you must then check the individual Regions you wish to serve.

I will serve all Regions of Texas

89 **Region 1**

Region 1 - Edinburg

☐ *Region 1*

90 **Region 2**

Region 2 - Corpus Christi

☐ *Region 2*

91 **Region 3**

Region 3 - Victoria

☐ *Region 3*

92 **Region 4**

Region 4 - Houston

☐ *Region 4*

93 **Region 5**

Region 5 - Beaumont

☐ *Region 5*

94 **Region 6**

Region 6 - Huntsville

☐ *Region 6*

95	**Region 7** Region 7 - Kilgore ☐ *Region 7*
96	**Region 8** Region 8 - Mount Pleasant ☐ *Region 8*
97	**Region 9** Region 9 - Wichita Falls ☐ *Region 9*
98	**Region 10** Region 10 - Richardson ☐ *Region 10*
99	**Region 11** Region 11 - Fort Worth ☐ *Region 11*
100	**Region 12** Region 12 - Waco ☐ *Region 12*
101	**Region 13** Region 13 - Austin ☐ *Region 13*
102	**Region 14** Region 14 - Abilene ☐ *Region 14*
103	**Region 15** Region 15 - San Angelo ☐ *Region 15*
104	**Region 16** Region 16 - Amarillo ☐ *Region 16*
105	**Region 17** Region 17 - Lubbock ☐ *Region 17*
106	**Region 18** Region 18 - Midland ☐ *Region 18*

107	**Region 19** Region 19 - El Paso ☐ *Region 19*
108	**Region 20** Region 20 - San Antonio ☐ *Region 20*
109	**State Service Designation** **State Service Designation - Refer to Form in Proposal Invitation.** As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, you must complete this form accordingly. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)* ***In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this form.*** If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. *By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*
110	**Company Name** Company Name Centerline Supply, Inc.
111	**State Service Designation** **Select only one of the following options. If you select "I will NOT serve all States", you must then check the individual States you wish to serve.** I will serve all states in the United States
112	**Alabama** Alabama ☐ *Alabama*
113	**Alaska** Alaska ☐ *Alaska*
114	**Arizona** Arizona ☐ *Arizona*
115	**Arkansas** Arkansas ☐ *Arkansas*

116	**California** California (Public Contract Code 20118 & 20652) ☐ *California*
117	**Colorado** Colorado ☐ *Colorado*
118	**Connecticut** Connecticut ☐ *Connecticut*
119	**Delaware** Delaware ☐ *Delaware*
120	**District of Columbia** District of Columbia ☐ *District of Columbia*
121	**Florida** Florida ☐ *Florida*
122	**Georgia** Georgia ☐ *Georgia*
123	**Hawaii** Hawaii ☐ *Hawaii*
124	**Idaho** Idaho ☐ *Idaho*
125	**Illinois** Illinois ☐ *Illinois*
126	**Indiana** Indiana ☐ *Indiana*
127	**Iowa** Iowa ☐ *Iowa*

128	**Kansas** Kansas ☐ *Kansas*
129	**Kentucky** Kentucky ☐ *Kentucky*
130	**Louisiana** Louisiana ☐ *Louisiana*
131	**Maine** Maine ☐ *Maine*
132	**Maryland** Maryland ☐ *Maryland*
133	**Massachusetts** Massachusetts ☐ *Massachusetts*
134	**Michigan** Michigan ☐ *Michigan*
135	**Minnesota** Minnesota ☐ *Minnesota*
136	**Mississippi** Mississippi ☐ *Mississippi*
137	**Missouri** Missouri ☐ *Missouri*
138	**Montana** Montana ☐ *Montana*
139	**Nebraska** Nebraska ☐ *Nebraska*

140	**Nevada** Nevada ☐ *Nevada*
141	**New Hampshire** New Hampshire ☐ *New Hampshire*
142	**New Jersey** New Jersey ☐ *New Jersey*
143	**New Mexico** New Mexico ☐ *New Mexico*
144	**New York** New York ☐ *New York*
145	**North Carolina** North Carolina ☐ *North Carolina*
146	**North Dakota** North Dakota ☐ *North Dakota*
147	**Ohio** Ohio ☐ *Ohio*
148	**Oklahoma** Oklahoma ☐ *Oklahoma*
149	**Oregon** Oregon ☐ *Oregon*
150	**Pennsylvania** Pennsylvania ☐ *Pennsylvania*
151	**Rhode Island** Rhode Island ☐ *Rhode Island*

152	**South Carolina** South Carolina ☐ *South Carolina*
153	**South Dakota** South Dakota ☐ *South Dakota*
154	**Tennessee** Tennessee ☐ *Tennessee*
155	**Texas** Texas ☐ *Texas*
156	**Utah** Utah ☐ *Utah*
157	**Vermont** Vermont ☐ *Vermont*
158	**Virginia** Virginia ☐ *Virginia*
159	**Washington** Washington ☐ *Washington*
160	**West Virginia** West Virginia ☐ *West Virginia*
161	**Wisconsin** Wisconsin ☐ *Wisconsin*
162	**Wyoming** Wyoming ☐ *Wyoming*

Bid Lines

1

Section I: Equipment, Products, and Supplies

Discount (%) off catalog/price list for **Highway Safety Products, Supplies, and Equipment.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 10%

Item Notes: ***PROPOSAL NOTE:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/ vendor websites will be accepted.***

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Centerline Buyboard Price List

2

Section I: Equipment, Products, and Supplies

Discount (%) off catalog/price list for **Traffic Control Products, Supplies, and Equipment.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 10%

Item Notes: ***PROPOSAL NOTE:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/ vendor websites will be accepted.***

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Centerline Buyboard Price List

3	**Section I: Equipment, Products, and Supplies** Discount (%) off catalog/price list for **Pavement Marking Supplies and Equipment.** Catalog/Price list MUST be included or proposal will not be considered. Total: 10% Item Notes: ***PROPOSAL NOTE:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/ vendor websites will be accepted.*** Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered: • Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed • Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed **Item Attributes** **1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage** NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed". Centerline Buyboard Price List
4	**Section I: Equipment, Products, and Supplies** Discount (%) off catalog/price list for **Delineation Products and Object Markers.** Catalog/Price list MUST be included or proposal will not be considered. Total: 10% Item Notes: ***PROPOSAL NOTE:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/ vendor websites will be accepted.*** Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered: • Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed • Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed **Item Attributes** **1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage** NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed". Centerline Buyboard Price List

5 **Section I: Equipment, Products, and Supplies**

Discount (%) off catalog/price list for **Road Signs, Posts, and Hardware.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 10%

Item Notes: ***PROPOSAL NOTE:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/ vendor websites will be accepted.***

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Centerline Buyboard Price List

6 **Section I: Equipment, Products, and Supplies**

Discount (%) off catalog/price list for **Fire Hydrants and Accessories.** Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: ***PROPOSAL NOTE:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/ vendor websites will be accepted.***

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

7 **Section I: Equipment, Products, and Supplies**

Discount (%) off catalog/price list for **Wheel Wash Systems** (In Ground) and (Above Ground)**.** Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: ***PROPOSAL NOTE:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/ vendor websites will be accepted.***

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

8 **Section I: Equipment, Products, and Supplies**

Discount (%) off catalog/price list for **Locking Systems for Highway/Safety Products** (storm sewer grate, traffic signal cabinet, man-hole cover, and other related locking systems). Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: ***PROPOSAL NOTE:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/ vendor websites will be accepted.***

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

9 **Section I: Equipment, Products, and Supplies**

Discount (%) off catalog/price list for **Animal Cages, Traps, and Accessories for Roads and Highways**. Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: ***PROPOSAL NOTE:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/ vendor websites will be accepted.***

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

10 **Section I: Equipment, Products, and Supplies**

Discount (%) off catalog/price list for **Herbicides and Weed Control Products for Roads and Highways**. Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: ***PROPOSAL NOTE:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/ vendor websites will be accepted.***

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

11

Section I: Equipment, Products, and Supplies

Discount (%) off catalog/price list for **Oil and Hazardous Material Spill Remediation Products and Supplies**. Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: ***PROPOSAL NOTE:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/ vendor websites will be accepted.***

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

12

Section I: Equipment, Products, and Supplies

Discount (%) off catalog/price list for **Road Maintenance Products for Dust Control, Anti-icing/Deicing, and Stabilization** (granular, liquid, and/or chemical based). Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: ***PROPOSAL NOTE:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/ vendor websites will be accepted.***

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

13

Section I: Equipment, Products, and Supplies

Discount (%) off catalog/price list for **RENTAL of Highway Safety and Traffic Control Products and Equipment** (Rental Rate Sheet shall be submitted with Proposal response or Proposal will not be considered). Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: ***PROPOSAL NOTE:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/ vendor websites will be accepted.***

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

14

Section I: Equipment, Products, and Supplies

Discount (%) off catalog/price list for **All Other Related Highway Safety and Traffic Control Products**. Catalog/Price list MUST be included or proposal will not be considered.

Total: 10%

Item Notes: ***PROPOSAL NOTE:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/ vendor websites will be accepted.***

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Centerline Buyboard Price List

15 **Section I: Equipment, Products, and Supplies**

Discount (%) off catalog/price list for **Maintenance/Warranty Agreements for Highway Safety and Traffic Control Equipment and Systems**. Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: ***PROPOSAL NOTE:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/ vendor websites will be accepted.***

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

16 **Section II: Installation and Repair Service**

Hourly Labor Rate for Installation/Repair Service of Highway Safety and Traffic Control Equipment and Products - **Not to Exceed** hourly labor rate for Installation/Repair Service of Equipment and Products.

Quantity: 1 UOM: Hourly Labor Rate

No Bid

17 **Section II: Installation and Repair Service**

Hourly Labor Rate for Weed Control Service for Roads and Highways - **Not to Exceed** hourly labor rate for Installation/Repair Service of Equipment and Products.

Quantity: 1 UOM: Hourly Labor Rate

No Bid

Response Total: $0.00

City of Georgetown, Texas
City Council
August 25, 2026

SUBJECT:
Second Renewal of a Landscape Maintenance Contract with Heart of Texas Landscape and Irrigation Company

SUGGESTED ACTION:
Consideration and possible action to approve the second renewal of the mowing and landscape maintenance contract with Heart of Texas Landscape and Irrigation Company of Belton, Texas for landscaping, grounds maintenance and mowing services at City parks, facilities, GVPID maintenance areas, cemeteries, and rights of way in an amount not to exceed $1,014,647.67 -- Eric Nuner, Interim Parks and Recreation Director

ITEM SUMMARY:
The Landscape Maintenance contract was awarded through a competitive bid process with City Council approval on July 26, 2022. The invitation to bid specified an award to one primary contractor based on the best value for the city following evaluation criteria contained in the bid. Competitive sealed bids were opened on Friday, June 23, 2022, and the Heart of Texas Landscape and Irrigation Company was selected. Heart of Texas Landscape and Irrigation received the highest rank through the best value evaluation process. They have provided similar services to the city since 2014 and are providing these services to other area governmental agencies in the area. The contract was initiated on September 1, 2022, and was a three-year contract, followed by two one-year renewals. The first renewal was approved on September 1, 2025. This is the second renewal and will start September 1, 2026.

FINANCIAL IMPACT:
Funds for landscaping services are budgeted annually in each departments' operational budget.

Facilities Fund 500, CC0319, GVPID Fund 350, CC0211, Cemetery Fund 237, CC0211, Parks Fund 100, CC0211, Garey Park Fund 100, CC0215, Streets Fund 100, CC0846, Tree Fund Fund 228, CC0211

SUBMITTED BY:
Amy Castillo, Parks and Recreation

ATTACHMENTS:
Heart of Texas Contract 22-0056-GS-R2.pdf
22-0056-GS- Heart of Texas Landscaping and Irrigation Co. 07.26.2022.pdf

Second Renewal to the Agreement between
Heart of Texas Landscape and Irrigation Co.
and the
City of Georgetown, Texas

This Second Renewal Agreement (the "Second Renewal") is entered into by and between **CITY OF GEORGETOWN**, a Texas Home-Rule Municipal Corporation (the "City"), and **HEART OF TEXAS LANDSCAPE AND IRRIGATION CO.** (the "Contractor"), (collectively, the "**Parties**"). The Parties hereby agree as follows:

WHEREAS, the Parties entered into an Agreement on July 26, 2022, for **Mowing and Landscaping Maintenance Services for City of Georgetown Parks and Facilities** (the "Services"), Contract No. 22-0056-GS, (the "Original Agreement"); and,

WHEREAS, the Original Agreement provided an initial term of three (3) years from September 1, 2022, through August 31, 2025, in an amount not to exceed **three million three hundred forty-seven thousand four hundred seventy-eight dollars and twenty-one cents ($3,347,478.21)** and provided for two (2) additional one- (1-) year renewal terms; and,

WHEREAS, on November 17, 2022, the Parties amended the Original Agreement for the first time to include additional locations for services at Snead Dr, 295 SE Inner Loop; and,

WHEREAS, on March 27, 2024, the Parties amended the Original Agreement for the second time to remove services for Edwards Park, 704 Ash Street; and,

WHEREAS, on October 26, 2025, the Parties executed the First Renewal Agreement (the "First Renewal"); and,

WHEREAS, the Parties desire to renew the Original Agreement, as amended, for the second renewal term in accordance with the terms of the Original Agreement, as amended, for an amount not to exceed **one million fourteen thousand six hundred and forty-seven dollars and sixty-seven cents ($1,014,647.67)**.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. The Parties agree to renew the Original Agreement, as amended, for a second renewal term to begin immediately upon the expiration of the First Renewal term and end on August 31, 2027.
2. During the second renewal term, the total not-to-exceed amount shall be **one million fourteen thousand six hundred forty-seven dollars and sixty-seven cents ($1,014,647.67)**.
3. The schedule and locations to receive services for this Second Renewal shall be as described in Attachment B-1, "22-0056-GS-R2 HoT Renewal 2_Attachment B-1_Schedule".

4. All other terms of the Original Agreement, as amended, not inconsistent with this Second Renewal, shall apply. Except as expressly modified here, the Original Agreement, as amended, remains unchanged and in full force and effect, subject to its terms.

[signature page to follow]

HEART OF TEXAS LANDSCAPE AND IRRIGATION CO.

By: _____

Printed Name: Dustin Finch

Title: Account manager

Date: 8/6/2006

CITY OF GEORGETOWN

By: _____

Printed Name: _____

Title: _____

Date: _____

ATTEST:

_____

Robyn Densmore, City Secretary

APPROVED AS TO FORM:

_____

Skye Masson, City Attorney

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/07/2026

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

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

PRODUCER	Evans, Ewan & Brady Ins Patriot Growth Ins. Services-Georgetown 2404 Williams Drive Georgetown TX 78628-
CONTACT NAME:	Claudia Whitman
PHONE (A/C, No, Ext):	(512)869-1511 **FAX (A/C, No):** (512)863-5504
E-MAIL ADDRESS:	claudia@eebins.com
INSURER(S) AFFORDING COVERAGE	**NAIC #**
INSURER A :	EMC Insurance Companies 21415
INSURER B :	Texas Mutual Ins Company 19640
INSURER C :	Hiscox Insurance 10200
INSURER D :	
INSURER E :	
INSURER F :	
INSURED	Heart of Texas Landscape & Irrigation Co, Inc. P.O. Box 1236 Belton TX 76513-

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			6D57347	07/09/2026	07/09/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			6E57347	07/09/2026	07/09/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			6J57347	07/09/2026	07/09/2027	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N — N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below			0002148429	07/09/2026	07/09/2027	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liability			ANE4528946 26	07/09/2026	07/09/2027	Each Claim Aggregate	$500,000 $500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The general liability policy includes a special endorsement with “Primary and Noncontributory” wording that provides blanket additional insured status to the certificate holder, as well as a blanket waiver of subrogation, but only when there is a written contract between the named insured and the certificate holder that requires such status as per form CG7578.3(02-19). The auto policy includes a special endorsement that provides blanket additional insured status to the certificate holder, as well as a blanket waiver of subrogation, but only when there is a written contract between the named insured and the certificate holder that requires such status as per form CA7450(02-22). An endorsement providing that 30 days’ notice of cancellation [or coverage change] will be furnished to the certificate holder has been added to the general liability, auto, umbrella, and workers compensation policies as per form IL7447(10-17) WC 42 06 01 (01-94)

CERTIFICATE HOLDER

City of Georgetown
Purchasing Manager
510 W 9th Street
Georgetown TX 78626-

CANCELLATION

AI 080640

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1499285

Date Filed:
08/06/2026

Date Acknowledged:
8/7/2026

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Heart of Texas Landscape & Irrigation Co., Inc.
Belton, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Georgetown

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
22-0056-GS-R2
Mowing and Landscaping Maintenance Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Ashley Whitworth, and my date of birth is 9/10/1986.

My address is 510 Bond Street, Copperas Cove (city), TX (state), 76522 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Bell County, State of Texas, on the 6 day of August (month), 2026 (year).

ALEXANDRA C MINOR
Notary Public, State of Texas
Comm. Expires 04-07-2030
Notary ID 131124692

Alexandra Minor

Ashley Whitworth
Signature of authorized agent of contracting business entity
(Declarant)

CONTRACT ROUTING FORM

Contract No. 22-0056-GS Project No. _____ Bid No. 202215 RFP No. _____

■ New Contract ☐ Renewal ☐ Change Order ☐ Amendment ☐ Assignment ☐ Other

NAME OF CONTRACTOR: Heart of Texas Landscape and Irrigation Co.

CONTRACT DESCRIPTION: Parks and Facilities Landscaping and Mowing Maintenance

CONTRACT VALUE: $3,347,478.21 (3 year term. $1,115,826.07 annually)

GL ACCOUNT NO:

GRANT FUNDED: ■ NO ☐ YES If YES, Grant No.

SIGNATURES RECOMMENDING APPROVAL

Conner McGowan — 7/12/2022
PURCHASING/CONTRACT COORDINATOR — DATE

Skye Masson — 7/26/2022
LEGAL DEPARTMENT — DATE

DIRECTOR ADMINISTERING CONTRACT (greater than $10,000) — DATE

APPROVED and EXECUTED

DIRECTOR ADMINISTERING CONTRACT ($10,000 or less) — DATE

CITY MANAGER/ASST CITY MANAGER ($50,000 or less) — DATE

Evelyn Donovan — 08/04/2022
MAYOR/CITY SECRETARY ATTESTS (if applicable) — DATE

FINAL PROCESSING

[signature] — 8/4/22
PURCHASING — DATE

for Purchasing Use Only	*For City Secretary Use Only*
Insurance Certificates:Attached	Originals sent to CSO:
Performance Bond: X	Scanned into Laserfiche/Global:
Payment Bond: X	Council Date: 7/26/22 Item No.: F
Form 1295: 2022-909190	

GEORGETOWN
TEXAS
more than welcome

MOWING AND LANDSCAPING MAINTENANCE FOR PARKS and FACILITIES

ITB No. 202215

MAY 27, 2022

INVITATION TO BID

SERVICES

CITY OF GEORGETOWN

300-1 Industrial Ave PO Box 409

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ORDINANCE NO. 2015-62 ..... **ATTACHMENT** [F]

INTRODUCTION

Bids are solicited for **MOWING AND LANDSCAPING MAINTENANCE FOR PARKS AND FACILITIES** with the following definitions, term and conditions of bidding. Upon City's acceptance of a Bid and issuance of a Purchase Order or Notice to Proceed, this Invitation to Bid shall be incorporated into the agreement between the Parties.

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

DEFINITIONS

The following definitions shall be used to identify terms throughout this invitation to bid:

A. AGREEMENT/CONTRACT
A mutually binding legal document obligating the Bidder to furnish the goods or equipment specified within this solicitation and obligating the City to pay for the goods or equipment as specified. This may be an authorized purchase order.

B. BID/RESPONSE/OFFER/QUOTATION
A complete, properly signed and submitted response to this solicitation that, if accepted, would bind the Bidder to perform the resulting contract.

C. BIDDER
The entity or individual who is identified throughout the solicitation that they consider themselves qualified to provide the goods, services, or equipment specified herein, and are interested in making an offer to provide the goods or equipment to the City.

D. CITY CONTRACT MANAGER (CCM)
Designated representative to the Successful Bidder for the City of Georgetown Parks Department for this solicitation.

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

F. CITY COUNCIL
The governing body of the City of Georgetown, Texas given the authority to exercise such powers and jurisdiction of all City business as conferred by the City Charter and State Constitution and Laws.

G. E-BID SYSTEM
The City's electronic bidding system. This is a web-based system that provides all solicitation documents electronically to potential Bidders and allows interested Bidders to submit Bids in response to advertisement for invitation. The term "e-bid" and/or "electronic bid" means the Bidders' electronic bid submitted to the City by way of the E-bid system. The terms "electronic

bid" or "e-bid" are used inter-changeably to describe the above invitation for bid process to submit an authorized bid to the City in response to an Invitation to Bid.

H. GOODS

Materials, supplies, commodities and/or equipment.

I. PIGGYBACK CONTRACT

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

J. PURCHASE ORDER

A purchase order records the financial obligation of the City to pay for goods or services properly received; therefore, a purchase order is also required for all contracts with an expenditure of funds entered into by the City Manager or City Council.

K. SOLICITATION/INVITATION TO BID

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

L. SUCCESSFUL BIDDER/CONTRACTOR

Person or business enterprise providing goods, equipment or services to the City as fulfillment of obligations arising from an agreement or purchase order.

NOTICE TO BIDDERS

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

A. FORMS

All Responses must be submitted on the form(s) as required by the City, and accompanied by all required attachments.

B. NOTICE

All Bids are due on or before **2:00 p.m. on June 23, 2022. Solicitations are posted and available to download from the City of Georgetown's On-Line Bidding System at https://gtowntx.ionwave.net/CurrentSourcingEvents.aspx.**

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

C. RECEIPT OF BIDS

1. **Electronic Sealed Bids.** Electronic Bids shall be submitted through the City's web site at: https://georgetown.ionwave.net/Login.aspx. All interested Bidders are required to register

as a "Bidder" on the City's E-bid System at the above web address and clicking on "Bidder Registration". Registration provides automatic access to the solicitation and its documents (specifications, attachments, exhibits), and for any changes to the solicitation including change(s) to the submission time and date.

Electronic Bids shall be uploaded in the E-bid system and submitted electronically through this system to the City of Georgetown.

Electronic Bids must be received prior to the time and date specified in the City's E-bid System. The mere fact that the Bid was dispatched will not be considered; the Bidder must ensure that the Bid was properly uploaded in the System. The time Bids are received shall be determined by the electronic clock in the City's E-bid System.

D. QUESTIONS and INQUIRIES

Questions and inquiries about this Solicitation shall be submitted electronically via the City's E-bid system in writing to the following individual:

Conner McGowan
Buyer

The deadline for written electronic questions **June 17, 2022 at @ 5:00 p.m.**

E. SCHEDULE OF IMPORTANT DATES

The tentative schedule for this Solicitation is as follows:

Release ITB to Bidders		5/27/2022
Advertisement Dates		6/1/2022 and 6/8/2022
Non-Mandatory Pre-Bid Meeting	2:00 PM CST	6/15/2022
Deadline for Questions and Inquiries	5:00 PM CST	6/17/2022
ITB Due Date	2:00 PM CST	6/23/2022
Earliest Award by City		7/12/2022

The City reserves the right to modify these dates.

F. PRE-BID MEETING

A **NON-MANDATORY/MANDATORY** Pre-Bid meeting will be conducted virtually through Microsoft Teams, beginning at 2PM CST on **June 15, 2022.** This meeting is not mandatory. Any questions and answers addressed during the meeting will be issued in an addendum and posted on the City website.

Microsoft Teams meeting

Join on your computer or mobile app

Click here to join the meeting

Learn More | Meeting options

STANDARD TERMS and CONDITIONS

A. ACCEPTANCE

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

B. ABSENCE of PURCHASE ORDER or AGREEMENT

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

C. ADDENDA

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

Addenda will be transmitted by electronic means to all registered Bidders in the City's E-bid system that are known to have downloaded a copy of the bid documents and specifications from the City's E-bid system. However, it shall be the sole responsibility of the Bidder to verify issuance of any addenda and to check all avenues of document availability prior to the opening date and time. Bidder shall provide written acknowledgment of all addenda.

D. ADVERTISING and PUBLICITY

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

E. ASSIGNMENTS

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

F. AWARD of CONTRACT

The award of a contract will be made to the Bidder providing the best value to the City. Best value criteria to City may consider, but is not necessarily limited to, the following factors:

- conformity to specifications;
- purchase price, including payment discount terms;
- the reputation of the Bidder and of the Bidder's goods or services;
- the quality of the Bidders's goods or services;
- the extent to which the goods or services meet the City's needs;
- the Bidder's past relationship with the City;

- the impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- scheduled pick-up terms;
- payment terms;
- availability of materials, including but not limited to location and times of pick-up or delivery.

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

G. BUSINESS PRACTICES

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

H. CANCELLATION or TERMINATION

1. **Termination For Cause**:
   In the event of default by the Successful Bidder, the City shall have the right to terminate the Agreement for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Successful Bidder, within such ten (10) day period cures such default, or provides evidence sufficient to prove to the City's satisfaction that such default does not, in fact, exist. In addition to any other remedies available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses incurred by the City as a result of the Successful Bidder's default, including without limitation, cost of cover, reasonable attorneys' fees, court costs and prejudgment and post-judgment interest at the maximum lawful rate. Additionally, in the event of default by the Successful Bidder, the City may remove the Successful Bidder from the City's Bidder List and any Offer submitted by the Successful Bidder may be disqualified for up to three (3) years. All rights and remedies under the Agreement are cumulative and not exclusive of any other right or remedy provided by law.

2. **Termination Without Cause**:

   The City shall have the right to terminate the Agreement, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Successful Bidder 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 Successful Bidder, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and obligations incurred prior to the date of termination in accordance with the terms hereof.

3. **Non-Appropriation**:

The resulting Agreement is a commitment of the City's current revenues only. It is understood and agreed that the City shall have the right to terminate the Agreement if, for any reason, funds are not appropriated to continue this Agreement.

4. **Cancellation**:

The City reserves the right to cancel the Agreement for default for all or any part of the delivered portion of the deliverables if the Successful Bidder breaches any term hereof including warranties, or becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any remedies which the City may have in law or in equity.

I. CERTIFICATION

This Solicitation includes a certification page. Bidder must:

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

J. CLAIMS

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

K. CODES, PERMITS, LICENSES

Successful Bidder shall comply with all federal, state and local standards, codes and ordinances, as well as other authorities that have jurisdiction pertaining to equipment and materials used and their application. None of the terms or provisions of the specification shall be construed as waiving any rules, regulations or requirements of these authorities. Successful Bidder shall be responsible for obtaining all necessary permits, certificates and/or licenses to fulfill contractual obligations to the City.

L. COLLUSION

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

M. COMMUNICATION

To ensure the proper and fair evaluation of this bid, the City prohibits ex parte communication (e.g., unsolicited) initiated by the Bidder to the City Official or Employee evaluating or considering the Responses prior to the time an award has been made. Communication between Bidders and the City will be initiated by the appropriate City Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the Bid. Ex parte communication may be grounds for disqualifying the offending Bidder from consideration or award of the Bid then in evaluation, or any future Solicitation.

Unless otherwise specified, all requests for clarification or questions regarding a Solicitation must be directed to the City of Georgetown Purchasing Office, Attn.: Purchasing Manager, PO Box 409, 300-1 Industrial Avenue, Georgetown, TX 78627, 512-930-3647, FAX: 512-930-9027, purchasing@georgetown.org.

N. CONFIDENTIALITY

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

O. DEFAULT

Successful Bidder shall be in default under the Agreement if the Successful Bidder (a) fails to fully, timely and faithfully perform any of its material obligations under the Agreement, (b) fails to fully, timely and faithfully perform any of its material obligations under any purchasing agreement Successful Bidder has with the City, (c) fails to timely pay any fees or taxes owed to the City, (d) becomes insolvent or seeks relief under the bankruptcy laws of the United States, or (e) makes a material misrepresentation in Bidder's bid, or in any report or deliverable required to be submitted by Successful Bidder to the City.

A Successful Bidder who abandons or defaults the work on the Agreement and causes the City to purchase the goods or services elsewhere may be charged the difference in cost of the goods or service if any and may not be considered in the re-advertisement of the solicitation and may

be rejected as not being a responsible Bidder and not considered in future Solicitations for the same type of purchase unless the specifications are significantly modified.

P. DELAYS

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

Q. DISCLOSURE OF CONFLICT OF INTEREST

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

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

R. DISCLOSURE OF INTERESTED PARTIES

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

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

1. The disclosure of interested parties must be performed using the Texas Ethics Commission's electronic filing application listing each interested party of which the business entity is aware on Form 1295, obtaining a certification of filing number for this form from the TEC, and printing a copy of it to submit to the City.
2. The copy of Form 1295 submitted to the City must contain the unique certification number from the TEC. The form must be filed with the City pursuant to §2252.908 Texas Government Code, "at the time the business entity submits the signed contract" to the City.

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

S. DISCLOSURE OF PENDING LITIGATION:

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

T. DISPUTE RESOLUTION

If either the Successful Bidder or the City has a claim, dispute or other matter in question for breach of duty, obligations, services rendered or any warranty that arises under this Agreement, the parties shall first attempt to resolve the matter through this dispute resolution process. The disputing party shall notify the other party in writing as soon as practicable after discovering the claim, dispute or breach. The notice shall state the nature of the dispute and list the party's specific reasons for such dispute. Within ten (10) business days of receipt of the notice, both parties shall make a good faith effort, in person or through generally accepted means, to resolve any claim, dispute, breach or other matter in question that may arise out of, or in connection with, this Agreement. If the parties fail to resolve the dispute within sixty (60) days of the date of receipt of the notice of the dispute (the "Notice"), then the parties may submit the matter to non-binding mediation upon written consent of authorized representatives of both parties. If the parties fail to resolve the dispute through mediation within one hundred twenty (120) days of the Notice, then either party shall have the right to exercise any and all remedies available under law regarding the dispute.

U. EFFECTIVE DATE and TERM

This Bid shall be effective upon Acceptance and issuance of a City Purchase Order, and shall continue in effect until all obligations are performed in accordance with the terms and conditions herein.

V. EXCEPTIONS

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

W. FORCE MAJEURE

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

X. FRAUD

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

Y. GRATUITIES

The City may, by written notice to the Successful Bidder, cancel the Agreement without liability if it is determined by the City that gratuities were offered or given by the Successful Bidder or

any agent or representative of the Successful Bidder to any officer or employee of the City with the intent of securing the Agreement or securing favorable treatment with respect to awarding or amending or the making of any determinations with respect to performance of the Agreement. In the event the Agreement is cancelled by the City pursuant to this Section, the City shall be entitled, in addition to any other rights and remedies, to recover the benefits or payments to the Successful Bidder as a result of the gratuities.

Z. INDEPENDENT CONTRACTOR

Nothing in this bid is intended to be construed as creating an employer/employee relationship, a partnership or joint venture between the parties. The Successful Bidder's services shall be those of an independent contractor. The Successful Bidder agrees and understands that the Agreement does not grant any rights or privileges established for employees of the City. Successful Bidder 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.

AA. INDEMNITY

SUCCESSFUL BIDDER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LEGAL PROCEEDINGS, CAUSES OF ACTION, CLAIMS, DEMANDS, DAMAGES, JUDGMENTS, LOSSES, LIENS, COSTS, EXPENSES, ATTORNEYS' FEES AND ANY AND ALL OTHER COSTS, FEES AND/OR CLAIMS OF ANY KIND OR DESCRIPTION ARISING OUT OF, IN CONNECTION WITH OR RESULTING FROM THE AGREEMENT OR THE GOODS OR SERVICES PROVIDED UNDER THE AGREEMENT.

BB. INFRINGEMENT

Successful Bidder represents and warrants to the City that: (a) Successful Bidder shall provide the City good and indefeasible title to the deliverables and (b) the deliverables supplied by the Successful Bidder in accordance with the specifications of the Agreement shall not infringe, directly or contributory, any patent, trademark, copyright, trade secret or any other intellectual property right of any kind of any third party; that no claims have been made by an person or entity with respect to the ownership or operation of the deliverables and the Successful Bidder does not know of any basis for any such claims. Successful Bidder shall, at its sole expense, defend, indemnify and hold the City harmless from and against all liability, damages and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (a) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the deliverable infringes the intellectual property rights of any third party; or (b) Successful Bidder's breach of any of the Successful Bidder's representations or warranties stated in this Agreement. In the event of any such claim, the City shall immediately be notified of the claim and have the right to monitor such claim or, at its option, engage its own separate counsel to act as co-counsel on the City's behalf. Further, Successful Bidder agrees that the City's specifications regarding the deliverables shall in no way diminish Successful Bidder's warranties or obligations under this Paragraph.

CC. INSURANCE REQUIREMENTS

The City's insurance requirements are provided in Exhibit A.

DD. INTERLOCAL AGREEMENT

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

EE. INTERPRETATION

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

FF. INVALIDITY

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

GG. LIABILITY

SUCCESSFUL BIDDER SHALL BE LIABLE FOR ALL DAMAGES INCURRED WHILE IN THE PERFORMANCE OF THE AGREEMENT. SUCCESSFUL BIDDER ASSUMES FULL RESPONSIBILITY FOR THE TERMS CONTAINED HEREIN AND HEREBY RELEASES, RELINQUISHES, AND DISCHARGES THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF ANY NATURE INCLUDING THE COST OF DEFENSE THEREOF, FOR ANY INJURY TO, INCLUDING DEATH OF, ANY PERSON WHETHER THAT PERSON BE A THIRD PARTY, SUPPLIER, OR AN EMPLOYEE OF EITHER OF THE PARTIES HERETO, AND ANY LOSS OF OR DAMAGE TO PROPERTY, WHETHER THE SAME BE THAT OF EITHER OF THE PARTIES, CAUSED BY OR ALLEGED TO HAVE BEEN CAUSED BY, ARISING OUT OF OR IN CONNECTION WITH THE ISSUANCE OF THE AGREEMENT OR PURCHASE ORDER TO THE SUCCESSFUL BIDDER AND THE NEGLIGENCE OF THE SUCCESSFUL BIDDER, WHETHER OR NOT SAID CLAIMS, DEMANDS AND CAUSES OF ACTION IN WHOLE OR IN PART ARE COVERED BY INSURANCE. CERTIFICATES OF INSURANCE MAY BE REQUIRED FOR, BUT NOT LIMITED TO, COMMERCIAL GENERAL LIABILITY, BUSINESS AUTO LIABILITY, WORKERS COMPENSATION AND PROFESSIONAL LIABILITY INSURANCE.

HH. LIENS

Successful Bidder shall defend, indemnify and hold the City harmless from and against any and all liens and encumbrances for all goods and equipment provided under this Agreement. At the

City's request, the Successful Bidder or its subcontractors shall provide a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.

II. LOCAL BUSINESS PRESENCE

The City seeks opportunities for businesses in the Georgetown City limits to participate on City contracts. Bidder shall specify if the Bidder or Subcontractor(s) proposed are local businesses in the City of Georgetown, Texas. Section 271.9051 of the Texas Local Government Code authorizes a municipality in certain instances to consider a Bidder's location in the determination of a bid awarded if the lowest bid received is from a business outside the municipality and contracting with a local Bidder would provide the best combination of price and other economic benefits to the municipality. The City reserves the right to request a Bidder to complete a claim form and provide information and supporting documentation for review and consideration of local preference.

JJ. MANAGEMENT

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

KK. NOTICES

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

LL. OVERCHARGES

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

MM. PAYMENT TERMS

1. **Tax Exempt Status**:

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

2. **Invoicing Requirements**:

Unless otherwise specified, all invoices shall be submitted to City of Georgetown, Accounts Payable, PO Box 409, Georgetown, TX 78627, or emailed directly to Accounts Payable at AP@georgetown.org and issued as required by the Purchase Order or Agreement. Each invoice must reference the unique Purchase Order number, and include the Successful Bidder's complete name and remit to address. If applicable, transportation and delivery charges must be itemized on the each invoice. A copy of the bill of lading and the freight waybill must be submitted with the invoice if applicable.

3. **Payments by Electronic Funds Transfer:**

In an effort to expedite Successful Bidder payments and improve efficiency by eliminating paper checks, the City of Georgetown's preferred method is to send payments electronically via Automated Clearing House (ACH). If you would like to receive payments electronically, you may request an ACH Form from Accounts Payable at AP@Georgetown.org

4. **Payment Terms**:

All payments will be processed in accordance with Texas Prompt Payment Act, *Texas Government Code*, Subtitle F, Chapter 2251. The City will pay Successful Bidder within thirty days after acceptance of goods, supplies, materials, equipment or the day of performance of services was completed, or the day of receipt of a correct invoice for goods, supplies, materials, equipment or services, whichever is later. The Successful Bidder 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 Successful Bidder 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 Successful Bidder and a subcontractor and its suppliers concerning goods, supplies, material or equipment delivered, which caused the payment to be late; or (d) the invoice is not mailed to the City in strict accordance with instructions on the Purchase Order or Agreement, or other such contractual agreement.

5. **Right To Audit**:

The Successful Bidder agrees that the representatives of the City shall have access to, and the rights to audit, examine, or reproduce, any and all records of the Successful Bidder related to the performance under this Agreement. The Successful Bidder 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 Successful Bidder are resolved, whichever is longer. The Successful Bidder agrees to refund to the City any overpayments disclosed by any such audit.

6. **Firm Pricing**:

The price shall remain firm for the duration of the Agreement and resulting Purchase Order, or any extension periods. No separate line item charges shall be permitted for either bidding or invoice purposes, which shall include equipment rental, demurrage, fuel surcharges, delivery charges, and costs associated with obtaining permits or any other extraneous charges. Successful Bidder further certifies that the prices in the bid have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

7. **Price Warranty**:

The Bidder warrants the prices quoted are not materially higher than the Bidders current prices on orders by others for like deliverables under similar terms of purchase. In addition to any other remedy available, the City may deduct from any amounts owed to the Successful Bidder, or otherwise recover, any amounts paid for items materially in excess of the Successful Bidder's current prices on orders by others for like deliverables under similar terms of purchase.

NN. PERSONAL INTEREST

No officer, employee, independent consultant or elected official of the City who is involved in the development, evaluation or decision-making process of this Solicitation shall have a financial interest, direct or indirect, in the resulting Agreement. Any willful violation of this Paragraph shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. In the event a member of the governing body or an appointed board or commission of the City belongs to a cooperative association, the City may purchase equipment or supplies for the association only if no member of the governing body, board or commission will receive pecuniary benefit from the purchase, other than as reflected as in increase in dividends distributed generally to members of the association. Any violation of this provision with the knowledge, expressed or implied, by the Successful Bidder shall render the Agreement voidable by the City. Nevertheless, the City may obtain the equipment or service if a conflict of interest affidavit is filed and the Council member recuses his/herself if allowed by law.

OO. PRIORITY OF DOCUMENTS

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

PP. PROTEST PROCEDURES

1. Bidders are advised that protests of specifications, terms, conditions or any other aspect of this solicitation, must be made prior to the bid due date. Protest of specifications and solicitation terms and conditions made after the due date and time will not be considered by the Purchasing Agent.

2. Protest of award must be made immediately, and in no event later than five (5) days after the aggrieved party knows, or should have known, the facts giving rise thereto. All protests must include the following information:

   - The name, address and telephone number of the protestor.
   - The signature of the protestor or protestor's representative.
   - The solicitation or contract number.
   - A detailed statement of the legal and/or factual ground of the protest.
   - The form of relief/result requested.

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

QQ. PUBLIC INFORMATION

All Responses are subject to release as public information unless the Response or specific parts of the Response can be shown to be exempt from disclosure under the Texas Public Information Act. Bidders are advised to consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other proprietary information. The City assumes no obligation or responsibility for asserting legal arguments on behalf of potential Bidders.

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

Notwithstanding any confidential markings, Confidential Information may be disclosed pursuant to a judicial order, lawful requirement of a governmental or administrative agency, or by operation of law, including pursuant to the requirements of the Texas Public Information Act.

RR. REIMBURSEMENTS

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

SS. RESERVATIONS

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

TT. RESPONSES BECOME PROPERTY OF THE CITY:

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

UU. RIGHT TO ASSURANCES

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

VV. SEVERABILITY

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

WW. SURVIVABILITY OF OBLIGATIONS

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

XX. TAX EXEMPT

Bidders bid prices must be net, exclusive of taxes. The City is exempt from State Retail Tax and Federal Excise Tax.

YY. SUCCESSFUL BIDDER'S OBLIGATION:

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

ZZ. VENUE

This Agreement is made under and shall be governed by the laws of the State of Texas, including when applicable, the UCC as adopted in Texas, VTCA, *Business & Commerce Code*, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. This Agreement is fully performable in Georgetown, Texas, and the venue for any action related to this Agreement shall be Georgetown, Texas. All issues arising from this Agreement shall be resolved in the courts of Williamson County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or the ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein and does not waive the City's defense of sovereign immunity.

AAA. WAIVER

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

BBB. WITHDRAWAL by CITY

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

- Reject any and all bids received as a result of this ITB.

- Waive or decline to waive any informality and any irregularities in any bid or responses received.
- Withhold the award of contract(s).
- Select Bidder(s) that provide the best value to the City.
- Terminate the RFP process.

CCC. WITHDRAWAL by BIDDER

Bidder may request withdrawal of a sealed Bid ***prior to the scheduled opening time***, provided the request for withdrawal is submitted to Purchasing in writing. The Ebid system will allow supplier retraction of their electronic submission and resubmission prior to the bid due date.

SPECIAL TERMS AND CONDITIONS

A. TERM OF AGREEMENT

1. **Original Term:**
   The initial term of the agreement shall become effective from date of acceptance and approval by the City of Georgetown and shall remain in full force and effect with firm fixed prices for three (3) full years.
2. **Renewal Term:**
   Upon completion of the term of the original agreement and upon mutual agreement of both parties, the original agreement may be renewed for up to two (2) additional one (1) year periods. The renewal will be under the same terms and conditions as the original agreement; provided, however, that the unit prices proposed under the original agreement may, by mutual consent, be increased pursuant to any escalation/de-escalation provisions provided herein. In the event a new agreement cannot be executed at the anniversary date of the original term or any renewal term, the agreement may be renewed month-to-month until a new agreement is executed.

B. ESCALATION/DE-ESCALATION

The unit prices of all services are firm for the initial term of the original agreement. If the option to renew for additional one-year term(s) is exercised by the City, the City may allow a unit price adjustment at the time of renewal. The Vendor may request unit price adjustments when correlated with the Consumer Price Index specified herein. The price index shall be the specified index as published by the Bureau of Labor Statistics, Washington, DC 20212. The baseline index shall be the index announced for the month in which Bid opened. Unit prices may be adjusted for each renewal period in accordance with the changes in the index. The allowable percent change shall be calculated by subtracting the baseline index from the index announced for the month in which the renewal option is exercised (or the most current month published by the Bureau of Labor Statistics) and dividing the result by the baseline index. The allowable percent change shall be rounded to the nearest one-hundredth of one percent and the maximum unit price adjustments permitted will be no more than five (5)% increase per renewal period; however, the City reserves the right to limit the unit price increases at any renewal period or at the City's discretion, approve an increase of more than five (5) % per renewal period. The Vendor may offer price decreases in excess of the allowable percent change.

C. ACCEPTANCE/INSPECTION

Acceptance inspection should not take more than five (5) working days. The awarded Bidder will be notified within the time frame if the services delivered are not in full compliance with the specifications. In the event the services are not performed to the satisfaction of the City; the Successful Bidder shall agree to reperform services to specification at no additional cost to the City. If any agreement or purchase order is cancelled for non-acceptance, the City shall have the right to contract with another Successful Bidder to perform the work and Successful BidderBidder hereby waives any right to payment or compensation for the unaccepted work.

D. PERFORMANCE REVIEW

The City reserves the right to review the awarded Bidders' performance anytime during the contract term.

E. SAFETY

The City reserves the right to remove any employee from City property for violation of federal, state, and local health, safety and environmental laws, ordinances, rules and regulations. The Bidder shall:

1. Ensure that all employees comply with all Occupational Safety and Health Administration (OSHA), State and City safety and occupational health standards and other applicable federal, state, and local health, safety, and environmental laws ordinances, rules and regulations in the performance of these services;
2. Be held responsible for the safety of their employees and unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site. In case of conflict, the most stringent safety requirement shall govern;
3. Indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines penalties and liability of every kind arising from the breach of the Successful Bidders' obligations under this paragraph.

F. SUBCONTRACTORS

If the Successful Bidder utilizes Subcontractors in providing the services under the Agreement, the Bidder shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Bidder is responsible for the Successful Bidder's own acts and omissions. The Successful Bidder shall:

a. Require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Agreement;

b. Prohibit the Subcontractor from further subcontracting any portion of the Agreement without the prior written consent of the City and the Successful Bidder. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;

c. Require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Successful Bidder in sufficient time to enable the Successful Bidder to include same with its invoice or application for payment to the City in accordance with the terms of the Agreement;

d. Require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Successful Bidder, with the City being a named insured as its interest shall appear;

e. Require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City; and

f. Shall pay each Subcontractor its appropriate share of payments made to the Successful Bidder not later than ten (10) calendar days after receipt of payment from the City

G. WORKFORCE Successful Bidder shall:

1. Ensure Bidder 's employees perform the services in a timely, professional and efficient manner;

2. Ensure Bidder's employees, while working on City property, wear a company uniform that clearly identifies them as the Bidder's employee;
3. Employ all personnel for work in accordance with the requirements set forth by the United States Department of Labor. The City reserves the right to verify citizenship or right to work in the United States.

H. DAMAGE TO CITY PROPERTY:

Successful Bidder shall be responsible for any and all damage to the City's equipment and/or property, the workplace and its contents, by its work, negligence in work, its personnel and equipment. Successful Bidder shall be responsible and liable for the safety, injury and health of its working personnel while its employees are performing service work.

SPECIFICATIONS

A. PURPOSE

The City of Georgetown, hereinafter referred to as "the City", seeks Bids from qualified landscape maintenance firms who are trained, experienced, and qualified to provide ground maintenance activities specified herein.

B. BIDDER QUALIFICATIONS

1. **Equipment:** A wide variety of equipment may be required to perform the services as specified herein. Bidders will submit a list of equipment by make and model, to include back-up equipment, as evidence to determine the bidder's capability to perform the Services.

   Contractor must currently own equipment in adequate numbers, types, and capabilities to effectively perform the intended scope of work – mowing, weed-eating, tree and shrub trimming, etc., contained in this the body of this document, and related Attachments.

   All equipment will have identification showing Company name. All equipment will be functional, safe, and in mechanically sound condition. The cost of any rental equipment will not be charged to the City. Bidders must incorporate any rental equipment costs into bid pricing, and no additional charges will be paid on invoicing.

   a. Mowers with mulching decks are required to mulch grass clippings (to be left on grass) and to help avoid discharging projectiles during operation.
   b. The Parks Department Staff will be the final judge as to the capacity of a Contractor's equipment and the capability of its personnel to satisfactorily perform these services. The Parks Department Staff reserves the right to disqualify Contractors whose equipment or previous work performance it deems inadequate to perform these services.

2. **Training, Certifications, and Safety:** Successful Bidder will implement and provide all required training and certification programs necessary to provide fully qualified employees to perform the Services, to include the proper and safe operation of any equipment, as specified herein.

a. The Contractor will be responsible for having complied with Federal and State of Texas standards, regulations, and laws concerning this type of service. This also includes compliance with applicable OSHA safety guidelines and City of Georgetown ordinances, resolutions, and regulations.

b. The Parks Staff will explain any safety concerns within any specific site to the Contractor. It will be the responsibility of the Contractor to provide the safety information to the Contractor's employees and ensure compliance.

c. The Contractor's employees will evacuate the premises within the time communicated when any member of the Facilities Department Staff notifies them of an emergency.

d. The Contractor's employees will not enter any buildings or areas unless previously agreed to by the Facilities Department Staff.

e. The Contractor will notify the Parks Department Staff within one hour if any damage has occurred or has been observed. Any damage caused by the Contractor's employees, to include but not limited to, shrubs, trees, buildings, windows, doors, fences, roadways, walkways, vehicles, irrigation systems, etc. will be replaced or repaired at no cost to the City.

f. Contractor vehicles will be properly marked on outside identifying the company logo, etc.

g. Contractor staff will carry photo identification.

h. Access to all sites will be arranged after award of contract.

3. **Uniforms:** Successful Bidder's employees to include Subcontractor's employees will wear a uniform at all times during the performance of the Services showing the company name and/or logo for identification purposes.

4. **Damages:** Damages caused by Successful Bidder, Subcontractor, or agents of either companywill be solely responsible for repairing or replacing damaged property at no cost to the City.

5. **Work Schedule:** Successful Bidder will schedule all work with each Department so as not to interfere with City operations, athletic leagues, special events, or other scheduled activities which may be affected by the completion of services. The City's normal workdays are Monday through Friday, 8:00 am to 5:00 pm. It may be allowed to perform the Services at different times/days only upon prior approval of the Department. Successful Bidder will not charge the City for time spent in transit (portal-to-portal) from the Successful Bidder's place of business to the job site and back, servicing, fueling and pre-operation checks of the equipment and any "down time" of any equipment, will be done on the Successful Bidder's time before or after the normal work shift and at no additional charge to the City

6. **Inclement Weather:** Successful Bidder will make every effort to reschedule Services during periods of inclement weather with each Department, and Successful Bidder will not bill the City for work not performed due to inclement weather or any other reason.

7. **Progress Reports/Inspections:** Successful Bidder will provide weekly progress reports to each Department. The City reserves the right to perform site inspections at any time. Any work deemed unacceptable by the Department will be corrected within three (3) days of

the day of services or at a mutually agreed upon day/time.

8. **Subcontracting:** In the event a bidder determines the use of a subcontractor is necessary to submit a comprehensive bid, bidder will provide subcontractor's information, to include Attachment A – Best Value Reference Form, Exhibit A – Insurance Requirements, and any other requirements for each subcontractor bidder intends to use. In the event Successful Bidder adds a subcontractor after award of contract, the Department will approve the use of a subcontractor prior to performance of Services.

9. **Personnel and Crew Size:** Successful Bidder must maintain proper staffing of crew in order to provide timely Services. If Successful Bidder exceeds the maximum authorized limits of labor and/or equipment at any time during the performance of Services, Successful Bidder will be responsible for all additional costs.

10. **Communications:** At least one member of each crew must have the ability to communicate effectively.

11. **Equipment Maintenance:** Equipment requiring fuel (mowers, weed-eaters, blowers, etc.) may be repaired or re-fueled on parking lots and/or sidewalks. Any spillage/leakage occurring must be completely and properly cleaned.

12. **Chemical Use: All chemicals to be used will be approved prior to use by the City's Designated Representative for each Department ("Department").** Dispensing of pesticides and herbicides must be performed by a person with the appropriate License and/or Certification as required by the Texas Department of Agriculture. Bidder will provide a copy of Certification/License with submission of bid. It is the Successful Bidder's responsibility to ensure that all certifications/licenses are kept current, at no additional cost to the City. Records of chemical applications must be kept according to the rules and regulations for pesticide and herbicide use as regulated by the State of Texas.

    a. City ordinance on Environmental Protection (Attachment F):

    The City of Georgetown has adopted a Storm Water Management Program and an Illicit Discharge Ordinance. All Bidders will agree and understand this ordinance and comply as required.

    Successful Bidder will acknowledge and understand that the City has adopted a Storm Water Management Program (SWMP) and an Illicit Discharge Ordinance, Section 13.30 of the City's Code of Ordinances, to manage the quality of the discharges from its Municipal Separate Storm Sewer System (MS4) and to be in compliance with the requirements of the Texas Commission on Environmental Quality (TCEQ) and the Texas Pollutant Discharge Elimination System
    (TPDES). The successful bidder will agree to perform all operations on City-owned facilities in compliance with the City's Illicit Discharge Ordinance to minimize the release of pollutants into the MS4. Successful Bidder will agree to comply with of the City's Stormwater control measures, good housekeeping practices and any facility specific Stormwater management operating procedures specific to a certain City facility. In addition, the successful bidder will agree to comply with any applicable TCEQ Total Maximum Daily Load (TMDL) Requirements and/or IPlan requirements.

Granular fire ant preventative chemical will be pre-approved by City Contract Manager (CCM) and applied according to the schedule delineated on the bid form and/or when necessary.

Applications of fertilizer, pest control, pre-emergent, post-emergent, and fire ant preventative will not occur on weekends or on weekdays before 8am or after 5pm.

C. SCOPE OF SERVICES

1. Turf Maintenance

a. **Mow & Trim Turf** – Curbs and sidewalks are to be edged at each mowing. All crushed granite trails should be weed free and smooth. All hard surfaces to be kept weed free and blown clean. All clippings to be blowing into turf area. Loose litter to be removed prior to cutting.

i. Level A-Approximately 43 cycles
   - March-October-Service once every 7 days (aprox. 35 Cycles)
   - November-February-Service once every 14 days (aprox. 8 Cycles)

ii. Level B-Approximately 21 cycles
   - March-October-service every 14 days (aprox. 17 Cycles)
   - November-February-Service every 28 days (aprox. 4 Cycles)

iii. Overseeded Turf-Service once every 7 days after establishment (approx. 7 additional cycles)

b. **Turf Fertilization and Turf and Bed Pre-Emergent with Fertilizer** – Prior to application (60 days) seasonal fertilizer/pre-emergent products and rates will be discussed with **CCM** to accommodate the turf varieties. Pre-Emerge with fertilizer applications should be performed in February and September. If rye grass is used to green up areas, 1 additional fertilization application will be applied. Fertilization Applications should be performed in May. In overseeded turf, the September pre-emergent cycle will be removed and an additional fertilization treatment will be applied in January.

c. **Weed Control** – All turf areas to be treated with a pre-emergent/post-emergent for the control of broadleaf and grassy weeds (including POA). An additional post-emergent for warm season grassy weeds will be applied in early summer or as soon as weeds emerge. Contractor is responsible for timely application of pre- and post-emergent herbicides.

d. **Cemeteries** - Maintenance Schedule must be completed 2-3 day prior to Easter Sunday, Memorial Day, June Nineteeth, and July Forth. Do not disturb flowers or other items placed and gravesites.

2. **Fire Ant Control** - All landscape areas are to be maintained free of visible ant mounds by treating individual mounds as they occur. Additionally, a broadcast insect growth regulator (IGR) will be applied in spring and fall according to manufacturer's guidelines. Applications should be performed in April and October.

3. **Rye Grass** – The City may elect to have Contractor apply perennial rye pure live grass seed at a rate of 8#/1000sqft. Lawn areas that are over-seeded with rye grass will receive 1 additional fertilizer application. Rye grass should be mowed at a height of 2 ½ inches as needed during the growing season. Rye grass areas must be scalped prior to over-seeding. Contractor will adjust mow heights at city's request.

D. Plant and Bed Maintenance

1. **Mulch** – Mulch levels in all bed and tree ring areas to be maintained at a depth of at least 2 inches with double grind hardwood mulch. Excessive accumulation of decomposed mulch and old mulch will be removed as part of the mulching function.
   a. Bed lines are to be edged and clean after mulch application.
   b. All beds to be fertilized and pre-emergent applied as a part of the mulching process.
   c. Mulch to be applied after perennial cutbacks (no later than March) and September
   d. Tree ring mulch shall be uniform in height and must not be piled on base of trunk or cover the bark and root flare.
   e. Prior to installation, the mulch will be approved by CCM.

2. **Pruning and Weed Control**–
   - March-October-service every 14 days (aprox. 17 Cycles)
   - November-February-Service every 28 days (aprox. 4 Cycles)

   a. Prune shrubs to industry standards to keep a neat appearance.
   b. Contractor must clean-up and haul off all pruned debris.
   c. Perennial Maintenance – Perennials will be cut back when fully dormant in the winter months.
   d. Weeding – detail weed removal to keep a neat appearance.
   e. Dead shrub removal – Dead shrubs will be removed when observed.
   f. Notification to CCM should be made within one week with a cost estimate to replace.
3. **Fertilizer and Pre-Emergent**-All beds will receive two applications of fertilizer with pre-emergent. Pre-Emerge applications should be performed in February and September.

E. Trash and Litter Removal

1. All loose litter and trash shall be picked up and properly disposed of at each scheduled visit. Litter and trash may be placed in onsite dumpster if a city owned dumpster is available.
2. Where noted on schedule, receptacle will remove and replace liners on scheduled visits. All trash will be haul offsite. Contractor will provide appropriate liners per location.
3. Dog Waste stations shall be replenished on each scheduled service. Contractor to provide appropriate bags per location.

F. Irrigation System Inspections

1. Under the direction of the Contractor's licensed irrigator, all zones of irrigation must be inspected in accordance with the annual schedule of activities twice per month while

systems are operational (1st and 3rd weeks of each month). Systems that do not consist of overseeded grass will be turned off for the months of December-February. All backflow devices should be drained and winterized where needed.

2. This inspection includes manual operation and visual inspection of each controller to verify proper operation of all system components.
3. Maintenance activities to be performed as needed during these inspections include:
   a. Head repair and replacements will be noted on irrigation report.
   b. Head height adjustments.
   c. Repairs are to be completed immediately.
   d. Unclogging, adjustment and replacement of nozzles.
   e. Adjustments to flow control devices on electric valves.
   f. Replacement of damaged and missing valve box covers and lids.
   g. Adjustment to irrigation controller settings or programs.
   h. Elimination of any pests such as ants, spiders or mice from controller cabinets.
   i. Observe any areas receiving inadequate coverage
4. Repairs found to be needed outside the scope of the inspection maintenance listed above, including plant decline due to inadequate coverage will be reported to the CCM immediately after the inspection is completed with a written estimate of cost of repairs.
5. All damages to irrigation system components caused by the Contractor's operations will be repaired immediately at Contractor's expense.
6. Contractor will provide reports for each controller that contain the following information:
   a. Park Name
   b. Controller's schedule.
   c. Time/date inspected.
   d. All malfunctions of system.
7. All repairs made to any irrigation systems must be:
   a. In accordance with manufacturer's specifications and TCEQ regulations.
   b. Completed within 3 days after inspection.
   c. Done by or with a licensed irrigator's oversight.
8. Damage to irrigation system caused by Contractor's maintenance equipment or personnel will be repaired at no charge to the city.
9. Damage by others to be repaired by Contractor only after a written estimate for repairs is submitted to and approved by the CCM. Prior CCM authorization required for any repair over $500.

G. Seasonal Color (Not proposed; however a unit sf. cost will be included for future consideration)

1. Seasonal color will be changed in the spring and the fall with CCM approved plant selection and maintained throughout the growing season by the Contractor to remain healthy and presentable to the CCM's expectations.
2. Beds will be prepped and left clean for fall and winter months.

3. Seasonal color plants will be installed in 4-inch pots or larger and planted on a maximum of 6 inches on center.
4. Additional fertilizer will be included in any color change.

EVALUATION AND AWARD OF CONTRACT

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

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

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

A. BEST VALUE EVALUATION

The City has established specific, weighted criteria for selection. This section presents the evaluation criteria, description, and relative weight assigned to each (100 points maximum). The City will evaluate each Bidder's responses to the requirements contained in this ITB.

1. The purchase price, including payment discount terms;
2. The reputation of the bidder and of the bidder's goods or services;
3. The quality of the bidder's goods or services;
4. The extent to which the goods or services meet the City's needs;
5. The firm's past relationship with the City;
6. The total long-term cost to the City to acquire the firm's goods or services; and
7. Any revelvant criteria specifically listed in the solicitation

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

B. EVALUATION FACTORS

- **Cost** – 60 points
- **Business History and Experience** – 40 points
  Bidder must be a company that has been in Mowing and Landscaping Maintenance business for five (5) years. Bidders must complete the Best Value Reference Form online (Attachment A) which shall include, but not be limited to, the number of years the company has provided Mowing and Landscaping Maintenance services, the number and type of companies/organizations for which the company has provided these services, and if applicable, the number of years the company has done business with the City of Georgetown.
- **Business References**
  Bidders must submit a minimum of three (3) business references, comparable in size and scope to the City of Georgetown requirements. References may be checked prior to

award. Any negative responses received may result in disqualification. Bidders will be evaluated based on the responses received including:

- Quality of bidder's execution of services which can include providing similar services in an efficient manner to include provision of storage containers.
- Customer Service to include commitment to customer satisfaction, concern for its customers' interest, follow-up, communication, flexibility and performing services in a timely manner.
- Subcontractor management (If applicable).

PRICING FORM

A. PRICING

The Bidder shall determine and submit a fixed cost for the work and shall include all incidental costs, labor, overhead charges, travel, payroll expenses, freight, equipment acquisition and maintenance, demurrage, fuel surcharges, delivery charges, costs associated with obtaining permits, insurance, bonds and risk management. No separate line item charges shall be permitted for either response or invoice purposes.

1. Pricing for shall be submitted electronically on the City of Georgetown's bidding website at: https://gtowntx.ionwave.net/CurrentSourcingEvents.aspx.
2. **Discrepancies.** Should the Bidder upload pricing as an attachment as well as through the e-bid system, and discrepancies are discovered between the two, the electronic pricing submitted via e-bid system will prevail.

B. REFERENCES

Bidder must include a minimum of three (3) references for services similar in size and scope. Use Attachment A to complete the references.

C. UNIT PRICES

Prices should be itemized. Unit prices shall be set to no more than four (4) decimal places. The City reserves the right to award by item or by extended totals. If there are discrepancies between unit prices and extension, the unit price will prevail.

D. VALIDITY OF PRICING

Pricing will be considered firm for acceptance for a minimum of 90 days after the due date unless otherwise specified in the Solicitation. The validity period may be extended beyond that date on agreement of parties.

CERTIFICATION and ACKNOWLEDGMENT

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

Signed By: Dustin Finch Title: Account manager

Typed Name: Dustin Finch Company Name: Heart of Texas

Phone No.: 254-939-6795 Fax No.: 254-939-2629

Email: Dustin@Hotlandscape.com

Bid Address: PO Box 1236 Belton TX 76513
P.O. Box or Street City State Zip

Order Address: _____
P.O. Box or Street City State Zip

Remit Address: _____
P.O. Box or Street City State Zip

Federal Tax ID No.: 74-2883398

DUNS No.: _____ Date: 6/20/22

FOR CITY USE ONLY

Approved By: Skye Masson Date: 7/26/2022
City Attorney, City of Georgetown

Approved By: _____ Date: 08/04/2022
Mayor, City of Georgetown

Attested By: Robyn Densmore Date: 08/04/2022
City Secretary, City of Georgetown

CERTIFICATION REQUIRED BY TEXAS GOVERNMENT CODE

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

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

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

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

Signed By: Dtrl

Title: Account manager

Typed Name: Dustin Finch

Company Name: Heart of Texas

Date: 6/20/22

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

Firm is not required to provide the certifications listed above because of the following exemptions (explain the specific exemptions that apply pursuant to the applicable Chapter of the Texas Government Code):

EXHIBIT A

INSURANCE REQUIREMENTS

I. The Successful Proposer agrees to maintain the types and amounts of insurance required in this Agreement throughout the term of the Agreement. The following insurance policies shall be required:
   - A. Commercial General Liability
   - B. Business Automobile Liability
   - C. Workers' Compensation
   - D. Professional Liability

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

III. General Requirements Applicable to All Policies.
   - A. Only licensed insurance carriers authorized to do business in the State of Texas shall be accepted.
   - B. Deductibles shall be listed on the certificate of insurance and are acceptable only on an "occurrence" basis.
   - C. "Claims made" policies are not accepted, except for Professional Liability insurance.
   - D. Coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) calendar days prior written notice has been given to the City of Georgetown.
   - E. The Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent. Each certificate shall contain the following provisions and warranties:
     1. The insurance company is licensed and authorized to do business in the State of Texas
     2. The insurance policy is underwritten on forms provided by the Texas State Board of Insurance or ISO
     3. All endorsements and coverages are included according to the requirements of this Agreement
     4. The form of notice of cancellation, termination, or change in coverage provisions is specified in this attachment
   - F. The City of Georgetown, its officials, agents, employees, and volunteers are to be listed as Additional Insureds on the Commercial General Liability and Business Automobile Liability Policies. The coverages shall contain no special limitations on the scope of protection afforded the City, its officials, employees, and volunteers.

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

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

VI. Workers' Compensation Insurance requirements:
   A. Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, all employees of the Successful Proposer, the Consultant, all employees of any and all subconsultants, and all other persons providing services on the Project must be covered by a workers compensation insurance policy, either directly through their employer's policy (the Successful Proposer's, or subonsultant's policy) or through an executed coverage agreement on an approved DWC form. Accordingly, if a subconsultant does not have his or her own policy and a coverage agreement is used, Successful Proposers and subconsultants must use that portion of the form whereby the hiring Successful Proposer agrees to provide coverage to the employees of the subconsultant. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent Successful Proposer may not be used.
   B. The workers compensation insurance shall include the following terms:
      1. Employer's Liability limits of $1,000,000 for each accident is required.
      2. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.
      3. Texas must appear in Item 3A of the Worker's Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

VII. Professional Liability requirements:

A. Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current A. M. Best Key Rating Guide.
B. Minimum of $1,000,000 per occurrence and $2,000,000 aggregate, with a maximum deductible of $100,000.00. Financial statements shall be furnished to the City upon request.
C. For "claims made" policies, the availability of a 24-month extended reporting period is necessary. The retroactive date shall be shown on the certificate of liability insurance.

202215 Addendum 4
Heart of Texas Landscape and Irrigation
Supplier Response

Event Information

Number: 202215 Addendum 4
Title: Parks and Facilities Mowing and Landscape Maintenance
Type: Invitation to Bid
Issue Date: 5/27/2022
Deadline: 6/23/2022 02:00 PM (CT)
Notes:

ADDENDUM No. 4 6/21/2022:

Two lines have been adjusted to match schedule in attachment B:
Line 71.1 - Turf Maintenance for River Chase Park now matches attachment B schedule of 12 visits annually.
Line 109.1 - Turf Maintenance for Wolf Ranch Parkway now matches attachment B schedule of 21 visits annually.

ADDENDUM No. 3 6/20/2022:

Three lines have been adjusted to match schedule in attachment B:
Line 34.1 – Turf Maintenance for Frontage 1-10 now matches attachment B schedule of 50 visits annually.
Line 34.2 – Litter Removal and Pet Waste Bags for Frontage 1-10 now matches attachment B schedule of 50 visits.
Line 45.1 – Turf Maintenance for IOOF Cemetery and Smith Creek road now matches attachment B schedule of 43 visits annually.

The schedule for D B Wood Rd 6, 4 D B Wood Rd in Attachment B has been corrected to 21 visits annually. See Attachment L for corrected schedule of this location.

ADDENDUM No. 2 6/10/2022:

Three Locations, Attachment I Mapbook, and Attachment J Schedule for new locations added:
Line 139 - **Austin Ave-1**, 406 N Austin Ave
Line 140 - **Austin Ave-2**, S Austin Ave at W 2nd
Line 141 - **Blue Hole Parking 2**, 202 Rock St
Add - Attachment K Temporary Traffic Control

Add - Special Terms and Conditions A. Subcontractors:

g. The contractor is also responsible for ensuring the all specifications are followed. Discussions related to chemical applications with the CCM will be the responsibility of the contractor, not the subcontract. The City's expectation is to have one point of contact for contract management.

Add – Special Terms and Conditions E. Safety:

4. Ensure that all employees comply with Texas Manual of Uniform Traffic Control Devices and requirements of ISEA "American National Standard for High-Visibility Apparel" when working within the Right of Way.

Add – Specifications B. Bidder Qualifications:

13. Temporary Traffic Control: Work Zone temporary traffic control requirements shall be followed when working within the right of way. Mowing in this Section shall conform to Attachment K - TxDOT Manual and Mobile Maintenance Operations - Texas Manual on Uniform Traffic Control Devices (TMUTCD) for signage and safety requirements. Signage shall be placed in accordance with Chapter 6F, Temporary Traffic Control Zone Devices, Table 6F-1 (Sheet 3 of 4) Mowers Ahead CW21-9T.

Add - Specifications C. Scope of Services:
a. Mow & Trim Turf - All mowing shall be to back of curb.

Add - Evaluation and Award of Contract:
Bidder must bid on all lines or may be considered non-responsive.

ADDENDUM No. 1 6/1/2022:

Two locations and mapbook added:

Line 137 - **Pedernales Falls Drive,** 300 Pedernales Falls Dr

Line 138 - **Westinghouse Road,** 1823 Westinghouse Rd.

Attachment G – Addendum No. 1 - Mapbook of Additional Parks Mowing added.

Attachment H - Addendum No. 1 - Mowing Areas Adds Schedule

City of Georgetown is soliciting bids for **Mowing and Landscaping Services for Parks and Facilities** with the following definitions, term and conditions of bidding. Upon City's acceptance of a Bid and issuance of a Purchase Order or Notice to Proceed, this Invitation to Bid shall be incorporated into the agreement between the Parties.

Bids must be **electronically submitted** through the City E-bid system accessible via City's web site at https://gtowntx.ionwave.net/Login.aspx **on or before June 23, 2022 at 2:00PM and immediately thereafter publicly opened and read aloud.**

Questions and inquiries about this Solicitation may be submitted electronically via the City's E-bid system or in writing to the listed buyer. individual

The deadline for written or electronic questions **June 17, 2022 at 5:00PM.**

Questions regarding use of the E-bid System may be directed by email to: conner.mcgowan@georgetown.org

The PUBLIC BID OPENING will be held by teleconference of June 23rd, 2022 at 2:00pm. This is accessible using the link information provided below:

Microsoft Teams meeting

Join on your computer or mobile app

Click here to join the meeting

Learn More | Meeting options

PRE-PROPOSAL MEETING

A Pre-Proposal Conference will be conducted at **2:00PM** central time on **June 15, 2022 virtually by teleconference**. This meeting is not mandatory. Any questions and answers addressed during the conference meeting will be issued in an addendum and all known parties will be notified. Offerors may attend using the link provided below:

Microsoft Teams meeting

Join on your computer or mobile app

Click here to join the meeting

Learn More | Meeting options

Contact Information

Contact: Conner McGowan COG - Buyer
Address: Purchasing
GMC
300-1 Industrial Avenue
Georgetown, TX 78626
Phone: (512) 930-3764
Fax: (512) 930-9027
Email: conner.mcgowan@georgetown.org

Heart of Texas Landscape and Irrigation Information

Contact: Dustin Finch
Address: PO Box 1236
3341 FM 439
Belton, TX 76513
Phone: (254) 939-6795
Fax: (254) 939-2629
Email: dustin@hotlandscape.com

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

Dustin Finch
Signature

dustin@hotlandscape.com
Email

Submitted at 6/22/2022 07:33:06 AM (CT)

Response Attachments

Add 1.pdf

Add 1

Add 2.pdf

Add 2

Cert and Acknowlege.pdf

Cert and Acknowledgment

Cert.pdf

Certificaton

City of Georgetown COI.pdf

Insurance

Equipment.pdf

Equipment list

Heart of Texas Licenses 2022.pdf

Licenses

Ref.pdf

References

Supplier Info.pdf

Supplier Info

Add 3.pdf

Add 3

Add 4.pdf

Add 4

Bid Attributes

1	**Bidder Reference** bidder has provided a minimum of three references. ☑ I agree. (I agree.)
2	**Certification and Acknowledgement** I have acknowledged and signed the Certification and Acknowledgement form. ☑ I agree. (I agree.)
3	**Certification Required by Texas Government Code** I have acknowledged and signed Certification Required by TGC. ☑ I agree. (I agree.)
4	**Insurance Requirements Acknowledgement** I have acknowledged the Insurance Requirements set forth in the solicitation document ☑ I agree. (I agree.)
5	**Number of years' experience** 34
6	**Number of organizations provided services for** How many organizations your company has provided services for? 500
7	**Physical Location** Provide your business location/Proximity to the City of Georgetown. 6363 FM 439 Belton Texas 33 miles to Georgetown
8	**Certifications or Licenses held** Provide all certifications or licenses held by current employees. Please see list in attachments
9	**Bidder's Capability and Experience Statement** Provide a short narrative statement on the ability and capacity of your firm to supply the City with the services as specified herein. Bidder may attach additional documentation if needed. We have been providing landscapce services for the City of Georgetown since 2014. We also service parks department locatons for Williamson Co, Bell Co, Round Rock, Temple, and Taylor.
10	**Exceptions to Terms and Conditions within Solicitation 202215 (Parks and Facilities Mowing and Landscape Maintenance)** Exceptions to the City of Georgetown's Terms and Conditions *No response*

Bid Lines

1	**Package Header** **Parks** -

10th Street Parking
1110West 10th Street

Mowing and Landscape services

0.02 acres

Total: $1,039.91

Item Notes: See Attachment B for Parks Schedule breakout

See Attachment C for Parks Maps of service areas

Package Items

1.1 Mulch Beds and Tree Rings

Quantity: 2 UOM: Service Visits Annually Price: $221.40 Total: $442.80

1.2 Turf Fertilization

Quantity: 1 UOM: Service Visits Annually Price: $0.01 Total: $0.01

1.3 Turf and Bed Pre-Emergent

Quantity: 2 UOM: Service Visits Annually Price: $8.00 Total: $16.00

1.4 Fire Ant Control

Quantity: 2 UOM: Service Visits Annually Price: $90.00 Total: $180.00

1.5 Bed Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $19.10 Total: $401.10

2 Package Header

Parks -

4th and Austin Avenue Parking
4th and Austin Avenue

Mowing and Landscape services

0.49 acres

Total: $5,465.48

Item Notes:
See Attachment B for Parks Schedule breakout

See Attachment C for Parks Maps of service areas

Package Items

2.1 Turf Maintenance

Quantity: 43 UOM: Service Visits Annually Price: $112.50 Total: $4,837.50

2.2 Mulch Beds and Tree Rings

Quantity: 2 UOM: Service Visits Annually Price: $30.75 Total: $61.50

2.3 Turf Fertilization

Quantity: 1 UOM: Service Visits Annually Price: $114.48 Total: $114.48

2.4 Turf and Bed Pre-Emergent

Quantity: 2 UOM: Service Visits Annually Price: $136.00 Total: $272.00

2.5 Fire Ant Control

Quantity: 2 UOM: Service Visits Annually Price: $90.00 Total: $180.00

3 Package Header

Parks -

6th and Main Street Parking
6th and Main

Mowing and Landscape services

0.27 acres

Total: $4,616.41

Item Notes:
See Attachment B for Parks Schedule breakout

See Attachment C for Parks Maps of service areas

Package Items

3.1 Turf Maintenance

Quantity: 43 UOM: Service Visits Annually Price: $60.00 Total: $2,580.00

3.2 Mulch Beds and Tree Rings

Quantity: 2 UOM: Service Visits Annually Price: $492.00 Total: $984.00

3.3 Turf Fertilization

Quantity: 1 UOM: Service Visits Annually Price: $67.50 Total: $67.50

3.4 Turf and Bed Pre-Emergent

Quantity: 2 UOM: Service Visits Annually Price: $80.00 Total: $160.00

3.5 Fire Ant Control

Quantity: 2 UOM: Service Visits Annually Price: $90.00 Total: $180.00

3.6 Bed Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $30.71 Total: $644.91

4 Package Header

Parks -

8th and MLK Parking
8th and MLK

Mowing and Landscape services

0.50 acres

Total: $9,954.54

Item Notes:

See Attachment B for Parks Schedule breakout

See Attachment C for Parks Maps of service areas

Package Items

4.1 Mulch Beds and Tree Rings

Quantity: 2 UOM: Service Visits Annually Price: $1,457.55 Total: $2,915.10

4.2 Turf Fertilization

Quantity: 1 UOM: Service Visits Annually Price: $121.50 Total: $121.50

4.3 Turf and Bed Pre-Emergent

Quantity: 2 UOM: Service Visits Annually Price: $144.00 Total: $288.00

4.4 Fire Ant Control

Quantity: 2 UOM: Service Visits Annually Price: $90.00 Total: $180.00

4.5 Bed Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $307.14 Total: $6,449.94

5 Package Header

Parks -

9th Street Beds
4th and Austin Avenue

Mowing and Landscape services

0.004 acres

Total: $653.86

Item Notes:

See Attachment B for Parks Schedule breakout

See Attachment C for Parks Maps of service areas

Package Items

5.1 Mulch Beds and Tree Rings

Quantity: 2 UOM: Service Visits Annually Price: $32.80 Total: $65.60

5.2 Turf and Bed Pre-Emergent

Quantity: 1 UOM: Service Visits Annually Price: $8.00 Total: $8.00

5.3 Fire Ant Control

Quantity: 2 UOM: Service Visits Annually Price: $90.00 Total: $180.00

5.4 Bed Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $19.06 Total: $400.26

6 Package Header

Parks -

Adkins Park
102 Village Commons Blvd.

Mowing and Landscape services

0.09 acres

Total: $381.21

Item Notes:
See Attachment B for Parks Schedule breakout

See Attachment C for Parks Maps of service areas

Package Items

6.1 Turf Maintenance
Quantity: 43 UOM: Service Visits Annually Price: $5.06 Total: $217.58

6.2 Litter Removal and Pet Waste Bags
Quantity: 43 UOM: Service Visits Annually Price: $0.24 Total: $10.32

6.3 Mulch Beds and Tree Rings
Quantity: 2 UOM: Service Visits Annually Price: $23.04 Total: $46.08

6.4 Turf Fertilization
Quantity: 1 UOM: Service Visits Annually Price: $5.52 Total: $5.52

6.5 Turf and Bed Pre-Emergent
Quantity: 2 UOM: Service Visits Annually Price: $6.55 Total: $13.10

6.6 Fire Ant Control
Quantity: 2 UOM: Service Visits Annually Price: $1.15 Total: $2.30

6.7 Irrigation Maintenance
Quantity: 21 UOM: Service Visits Annually Price: $1.52 Total: $31.92

6.8 Bed Maintenance
Quantity: 21 UOM: Service Visits Annually Price: $2.59 Total: $54.39

7 Package Header

Parks -

Austin Avenue (2 maps)
406 North Austin Avenue

Mowing and Landscape services

0.82 acres

Total: $5,670.00

Item Notes:
See Attachment B for Parks Schedule breakout

See Attachment C for Parks Maps of service areas

Package Items

7.1 Turf Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $270.00 Total: $5,670.00

8 **Package Header**

Parks -

Bark Park
151 Holly Street

Mowing and Landscape services

9.17 acres

Total: $14,985.50

Item Notes:
See Attachment B for Parks Schedule breakout

See Attachment C for Parks Maps of service areas

Package Items

8.1 Turf Maintenance

Quantity: 43 UOM: Service Visits Annually Price: $348.50 Total: $14,985.50

9 Package Header

Parks -

Bedford Park
812 Bedford Court

Mowing and Landscape services

2.26 acres

Total: $8,473.44

Item Notes:
See Attachment B for Parks Schedule breakout

See Attachment C for Parks Maps of service areas

Package Items

9.1 Turf Maintenance

Quantity: 43 UOM: Service Visits Annually Price: $129.31 Total: $5,560.33

9.2 Litter Removal and Pet Waste Bags

Quantity: 43 UOM: Service Visits Annually Price: $5.29 Total: $227.47

9.3 Mulch Beds and Tree Rings

Quantity: 2 UOM: Service Visits Annually Price: $57.60 Total: $115.20

9.4 Turf Fertilization

Quantity: 1 UOM: Service Visits Annually Price: $122.73 Total: $122.73

9.5 Turf and Bed Pre-Emergent

Quantity: 2 UOM: Service Visits Annually Price: $145.45 Total: $290.90

9.6 Fire Ant Control

Quantity: 2 UOM: Service Visits Annually Price: $25.57 Total: $51.14

9.7 Irrigation Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $33.77 Total: $709.17

9.8 Bed Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $66.50 Total: $1,396.50

10 Package Header

Parks -

Bedford Park (PID)
812 Bedford Court

Mowing and Landscape services

2.36 acres

Total: $9,991.10

Item Notes:

See Attachment B for Parks Schedule breakout

See Attachment C for Parks Maps of service areas

Package Items

10.1 Turf Maintenance

Quantity: 43 UOM: Service Visits Annually Price: $133.69 Total: $5,748.67

10.2 Litter Removal and Pet Waste Bags

Quantity: 43 UOM: Service Visits Annually Price: $6.24 Total: $268.32

10.3 Mulch Beds and Tree Rings

Quantity: 2 UOM: Service Visits Annually Price: $576.00 Total: $1,152.00

10.4 Turf Fertilization

Quantity: 1 UOM: Service Visits Annually Price: $144.82 Total: $144.82

10.5 Turf and Bed Pre-Emergent

Quantity: 2 UOM: Service Visits Annually Price: $171.64 Total: $343.28

10.6 Fire Ant Control

Quantity: 2 UOM: Service Visits Annually Price: $30.17 Total: $60.34

10.7 Irrigation Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $39.84 Total: $836.64

10.8 Bed Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $68.43 Total: $1,437.03

11

Package Header

Parks -

Beretta Park
301 Beretta Circle

Mowing and Landscape services

2.00 acres

Total: $6,346.76

Item Notes:

See Attachment B for Parks Schedule breakout

See Attachment C for Parks Maps of service areas

Package Items

11.1 Turf Maintenance

Quantity: 43 UOM: Service Visits Annually Price: $131.50 Total: $5,654.50

11.2 Litter Removal and Pet Waste Bags

Quantity: 43 UOM: Service Visits Annually Price: $5.29 Total: $227.47

11.3 Mulch Beds and Tree Rings

Quantity: 2 UOM: Service Visits Annually Price: $0.01 Total: $0.02

11.4 Turf Fertilization

Quantity: 1 UOM: Service Visits Annually Price: $122.73 Total: $122.73

11.5 Turf and Bed Pre-Emergent

Quantity: 2 UOM: Service Visits Annually Price: $145.45 Total: $290.90

11.6 Fire Ant Control

Quantity: 2 UOM: Service Visits Annually Price: $25.57 Total: $51.14

12 Package Header

Parks -

Berry Creek Drive
30000 Berry Creek Drive

Mowing and Landscape services

1.41 acres

Total: $2,835.00

Item Notes:

See Attachment B for Parks Schedule breakout

See Attachment C for Parks Maps of service areas

Package Items

12.1 Turf Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $135.00 Total: $2,835.00

13 Package Header

Parks -

Berry Creek Park
1100 Shinnecock Hills Drive

Mowing and Landscape services

2.61 acres

Total: $3,543.96

Item Notes:
See Attachment B for Parks Schedule breakout

See Attachment C for Parks Maps of service areas

Package Items

13.1 Turf Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $168.76 Total: $3,543.96

14 Package Header

Parks -

Blue Hole Cemetery
202 Scenic Drive

Mowing and Landscape services

1.62 acres

Total: $2,835.00

Item Notes:
See Attachment B for Parks Schedule breakout

See Attachment C for Parks Maps of service areas

Package Items

14.1 Turf Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $135.00 Total: $2,835.00

15 Package Header

Parks -

Blue Hole Parking
4th and Austin Avenue

Mowing and Landscape services

0.17 acres

Total: $1,574.92

Item Notes:
See Attachment B for Parks Schedule breakout

See Attachment C for Parks Maps of service areas

Package Items

15.1 Turf Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $74.52 Total: $1,564.92

15.2 Mulch Beds and Tree Rings

Quantity: 2 UOM: Service Visits Annually Price: $5.00 Total: $10.00

16 **Package Header**

Parks -

Booty's Road Park (2 maps)
1631 Booty's Park Road

Mowing and Landscape services

4.98 acres

Total: $3,780.00

Item Notes:
See Attachment B for Parks Schedule breakout

See Attachment C for Parks Maps of service areas

Package Items

16.1 Turf Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $180.00 Total: $3,780.00

17

Package Header

Parks -

Cedar Elm Park
714 Westbury Ln

Mowing and Landscape services

0.7 acres

Total: $2,963.45

Item Notes:
See Attachment B for Parks Schedule breakout

See Attachment C for Parks Maps of service areas

Package Items

17.1 Turf Maintenance

Quantity: 43 UOM: Service Visits Annually Price: $40.26 Total: $1,731.18

17.2 Litter Removal and Pet Waste Bags

Quantity: 43 UOM: Service Visits Annually Price: $1.85 Total: $79.55

17.3 Mulch Beds and Tree Rings

Quantity: 2 UOM: Service Visits Annually Price: $154.51 Total: $309.02

17.4 Turf Fertilization

Quantity: 1 UOM: Service Visits Annually Price: $42.95 Total: $42.95

17.5 Turf and Bed Pre-Emergent

Quantity: 2 UOM: Service Visits Annually Price: $50.91 Total: $101.82

17.6 Fire Ant Control

Quantity: 2 UOM: Service Visits Annually Price: $8.95 Total: $17.90

17.7 Irrigation Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $11.82 Total: $248.22

17.8 Bed Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $20.61 Total: $432.81

18 **Package Header**

Parks -

Chandler Park (2 maps)
108 Spring Valley Road

Mowing and Landscape services

4.28 acres

Total: $3,780.00

Item Notes:

See Attachment B for Parks Schedule breakout

See Attachment C for Parks Maps of service areas

Package Items

18.1 Turf Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $180.00 Total: $3,780.00

19 **Package Header**

Parks -

Chautauqua Park
602 Rucker Street

Mowing and Landscape services

6.66 acres

Total: $6,615.00

Item Notes:
See Attachment B for Parks Schedule breakout

See Attachment C for Parks Maps of service areas

Package Items

19.1 Turf Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $315.00 Total: $6,615.00

20 **Package Header**

Parks -

Chestnut Park
506 Westbury Ln

Mowing and Landscape services

0.42 acres

Total: $1,778.30

Item Notes:
See Attachment B for Parks Schedule breakout

See Attachment C for Parks Maps of service areas

Package Items

20.1 Turf Maintenance

Quantity: 43 UOM: Service Visits Annually Price: $24.16 Total: $1,038.88

20.2 Litter Removal and Pet Waste Bags

Quantity: 43 UOM: Service Visits Annually Price: $1.11 Total: $47.73

20.3 Mulch Beds and Tree Rings

Quantity: 2 UOM: Service Visits Annually Price: $92.71 Total: $185.42

20.4 Turf Fertilization

Quantity: 1 UOM: Service Visits Annually Price: $25.77 Total: $25.77

20.5 Turf and Bed Pre-Emergent

Quantity: 2 UOM: Service Visits Annually Price: $30.55 Total: $61.10

20.6 Fire Ant Control

Quantity: 2 UOM: Service Visits Annually Price: $5.37 Total: $10.74

20.7 Irrigation Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $7.09 Total: $148.89

20.8 Bed Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $12.37 Total: $259.77

2 1 **Package Header**

Parks -

Citizens Memorial Cemetery
252 Memorial Drive

Mowing and Landscape services

6.46 acres

SPECIAL CIRCUMSTANCES NOTE

1. Do not disturb flowers or other items placed at gravesites.
2. Only small push mowers and line trimmers to be used in gravesite areas.
3. Must be scheduled for maintenance 2-3 day prior to the holidays of Easter Sunday, Memorial Day, June Nineteenth and July 4th.

Total: $5,040.00

Item Notes:
See Attachment B for Parks Schedule breakout

See Attachment C for Parks Maps of service areas

Package Items

21.1 Turf Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $240.00 Total: $5,040.00

2 2 Package Header

Parks -

Creative Playscape
1003 N. Austin Ave.

Mowing and Landscape services

2.11 acres

Total: $10,455.82

Item Notes:
See Attachment B for Parks Schedule breakout

See Attachment C for Parks Maps of service areas

Package Items

22.1 Turf Maintenance

Quantity: 43 UOM: Service Visits Annually Price: $161.19 Total: $6,931.17

22.2 Mulch Beds and Tree Rings

Quantity: 2 UOM: Service Visits Annually Price: $41.00 Total: $82.00

22.3 Turf Fertilization

Quantity: 1 UOM: Service Visits Annually Price: $162.00 Total: $162.00

22.4 Turf and Bed Pre-Emergent

Quantity: 2 UOM: Service Visits Annually Price: $192.00 Total: $384.00

22.5 Fire Ant Control

Quantity: 2 UOM: Service Visits Annually Price: $192.00 Total: $384.00

22.6 Irrigation Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $37.14 Total: $779.94

22.7 Bed Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $82.51 Total: $1,732.71

23 **Package Header**

Parks -

Creekside Commons (5 maps)

500-700 Village Commons Blvd.,

1300 Bowline Dr, and

811 Slip Dr.

Mowing and Landscape services

1.52 acres

Total: $6,436.58

Item Notes:

See Attachment B for Parks Schedule breakout

See Attachment C for Parks Maps of service areas

Package Items

23.1 Turf Maintenance

Quantity: 43 UOM: Service Visits Annually Price: $96.68 Total: $4,157.24

23.2 Litter Removal and Pet Waste Bags

Quantity: 43 UOM: Service Visits Annually Price: $4.02 Total: $172.86

23.3 Mulch Beds and Tree Rings

Quantity: 2 UOM: Service Visits Annually Price: $87.55 Total: $175.10

23.4 Turf Fertilization

Quantity: 1 UOM: Service Visits Annually Price: $93.27 Total: $93.27

23.5 Turf and Bed Pre-Emergent

Quantity: 2 UOM: Service Visits Annually Price: $110.55 Total: $221.10

23.6 Fire Ant Control

Quantity: 2 UOM: Service Visits Annually Price: $19.43 Total: $38.86

23.7 Irrigation Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $25.66 Total: $538.86

23.8 Bed Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $49.49 Total: $1,039.29

24 **Package Header**

Parks -

Creekside Park

705 Village Commons Blvd.

Mowing and Landscape services

1.01 acres

Total: $4,275.85

Item Notes:

See Attachment B for Parks Schedule breakout

See Attachment C for Parks Maps of service areas

Package Items

24.1 Turf Maintenance

Quantity: 43 UOM: Service Visits Annually Price: $58.09 Total: $2,497.87

24.2 Litter Removal and Pet Waste Bags

Quantity: 43 UOM: Service Visits Annually Price: $2.67 Total: $114.81

24.3 Mulch Beds and Tree Rings

Quantity: 2 UOM: Service Visits Annually Price: $222.94 Total: $445.88

24.4 Turf Fertilization

Quantity: 1 UOM: Service Visits Annually Price: $61.98 Total: $61.98

24.5 Turf and Bed Pre-Emergent

Quantity: 2 UOM: Service Visits Annually Price: $73.45 Total: $146.90

24.6 Fire Ant Control

Quantity: 2 UOM: Service Visits Annually Price: $12.91 Total: $25.82

24.7 Irrigation Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $17.05 Total: $358.05

24.8 Bed Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $29.74 Total: $624.54

25

Package Header

Parks -

Crystal Knoll Park
555 Stadium Drive

Mowing and Landscape services

2.19 acres

Total: $4,799.97

Item Notes:
See Attachment B for Parks Schedule breakout

See Attachment C for Parks Maps of service areas

Package Items

25.1 Turf Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $228.57 Total: $4,799.97

26 Package Header

Parks -

D B Wood Rd 6
4 D B Wood Road

Mowing and Landscape services

1.20 acres

Total: $2,835.00

Item Notes: See Attachment C for Parks Maps of service areas

See Attachment L Schedule breakout

Package Items

26.1 Turf Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $135.00 Total: $2,835.00

27 Package Header

Parks -

Easement 1

Shell Road/Bellaire to
Tascate

Mowing and Landscape services

0.16 acres

Total: $677.96

Item Notes:
See Attachment B for Parks Schedule breakout

See Attachment C for Parks Maps of service areas

Package Items

27.1 Turf Maintenance

Quantity: 43 UOM: Service Visits Annually Price: $11.58 Total: $497.94

27.2 Litter Removal and Pet Waste Bags

Quantity: 43 UOM: Service Visits Annually Price: $0.42 Total: $18.06

27.3 Mulch Beds and Tree Rings

Quantity: 2 UOM: Service Visits Annually Price: $0.01 Total: $0.02

27.4 Turf Fertilization

Quantity: 1 UOM: Service Visits Annually Price: $9.82 Total: $9.82

27.5 Turf and Bed Pre-Emergent

Quantity: 2 UOM: Service Visits Annually Price: $11.64 Total: $23.28

27.6 Fire Ant Control

Quantity: 2 UOM: Service Visits Annually Price: $2.05 Total: $4.10

27.7 Irrigation Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $0.01 Total: $0.21

27.8 Bed Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $5.93 Total: $124.53

28 Package Header

Parks -

Easement 2

Tascate Street to Rowan along
Bellaire

Mowing and Landscape services

0.10 acres

Total: $423.24

Item Notes:
See Attachment B for Parks Schedule breakout

See Attachment C for Parks Maps of service areas

Package Items

28.1 Turf Maintenance
Quantity: 43 UOM: Service Visits Annually Price: $7.23 Total: $310.89

28.2 Litter Removal and Pet Waste Bags
Quantity: 43 UOM: Service Visits Annually Price: $0.26 Total: $11.18

28.3 Mulch Beds and Tree Rings
Quantity: 2 UOM: Service Visits Annually Price: $0.01 Total: $0.02

28.4 Turf Fertilization
Quantity: 1 UOM: Service Visits Annually Price: $6.14 Total: $6.14

28.5 Turf and Bed Pre-Emergent
Quantity: 2 UOM: Service Visits Annually Price: $7.27 Total: $14.54

28.6 Fire Ant Control
Quantity: 2 UOM: Service Visits Annually Price: $1.28 Total: $2.56

28.7 Irrigation Maintenance
Quantity: 21 UOM: Service Visits Annually Price: $0.01 Total: $0.21

28.8 Bed Maintenance
Quantity: 21 UOM: Service Visits Annually Price: $3.70 Total: $77.70

29 Package Header

Parks -

Easement 3

Rowan Dr to Naranjo along Bellaire

Mowing and Landscape services

0.10 acres

Total: $423.24

Item Notes:

See Attachment B for Parks Schedule breakout

See Attachment C for Parks Maps of service areas

Package Items

29.1 Turf Maintenance

Quantity: 43 UOM: Service Visits Annually Price: $7.23 Total: $310.89

29.2 Litter Removal and Pet Waste Bags

Quantity: 43 UOM: Service Visits Annually Price: $0.26 Total: $11.18

29.3 Mulch Beds and Tree Rings

Quantity: 2 UOM: Service Visits Annually Price: $0.01 Total: $0.02

29.4 Turf Fertilization

Quantity: 1 UOM: Service Visits Annually Price: $6.14 Total: $6.14

29.5 Turf and Bed Pre-Emergent

Quantity: 2 UOM: Service Visits Annually Price: $7.27 Total: $14.54

29.6 Fire Ant Control

Quantity: 2 UOM: Service Visits Annually Price: $1.28 Total: $2.56

29.7 Irrigation Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $0.01 Total: $0.21

29.8 Bed Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $3.70 Total: $77.70

30 Package Header

Parks -

Edwards Park
704 Ash Street

Mowing and Landscape services

0.57 acres

Total: $2,835.00

Item Notes:
See Attachment B for Parks Schedule breakout

See Attachment C for Parks Maps of service areas

Package Items

30.1 Turf Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $135.00 Total: $2,835.00

31 Package Header

Parks -

Emerald Springs (2 maps)
3604 Old Mill Road

Mowing and Landscape services

2.29 acres

Total: $3,570.00

Item Notes:

See Attachment B for Parks Schedule breakout

See Attachment C for Parks Maps of service areas

Package Items

31.1 Turf Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $170.00 Total: $3,570.00

32 Package Header

Parks -

Fairfield Park

107 Westbury Lane

Mowing and Landscape services

0.49 acres

Total: $2,074.10

Item Notes:

See Attachment B for Parks Schedule breakout

See Attachment C for Parks Maps of service areas

Package Items

32.1 Turf Maintenance

Quantity: 43 UOM: Service Visits Annually Price: $28.18 Total: $1,211.74

32.2 Litter Removal and Pet Waste Bags

Quantity: 43 UOM: Service Visits Annually Price: $1.29 Total: $55.47

32.3 Mulch Beds and Tree Rings

Quantity: 2 UOM: Service Visits Annually Price: $108.16 Total: $216.32

32.4 Turf Fertilization

Quantity: 1 UOM: Service Visits Annually Price: $30.07 Total: $30.07

32.5 Turf and Bed Pre-Emergent

Quantity: 2 UOM: Service Visits Annually Price: $35.64 Total: $71.28

32.6 Fire Ant Control

Quantity: 2 UOM: Service Visits Annually Price: $6.26 Total: $12.52

32.7 Irrigation Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $8.27 Total: $173.67

32.8 Bed Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $14.43 Total: $303.03

33

Package Header

Parks -

Founder's Park

811 Main Street

Mowing and Landscape services

0.12 acres

Total: $4,296.99

Item Notes:

See Attachment B for Parks Schedule breakout

See Attachment C for Parks Maps of service areas

Package Items

33.1 Turf Maintenance

Quantity: 43 UOM: Service Visits Annually Price: $60.01 Total: $2,580.43

33.2 Mulch Beds and Tree Rings

Quantity: 2 UOM: Service Visits Annually Price: $10.25 Total: $20.50

33.3 Turf Fertilization

Quantity: 1 UOM: Service Visits Annually Price: $27.00 Total: $27.00

33.4 Turf and Bed Pre-Emergent

Quantity: 2 UOM: Service Visits Annually Price: $32.00 Total: $64.00

33.5 Fire Ant Control

Quantity: 2 UOM: Service Visits Annually Price: $90.00 Total: $180.00

33.6 Irrigation Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $37.14 Total: $779.94

33.7 Bed Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $30.72 Total: $645.12

34 **Package Header**

Parks -

Frontage 1-10

Maps 1-10

Mowing and Landscape services

9.97 acres

Total: $55,917.76

Item Notes:

See Attachment B for Parks Schedule breakout

See Attachment C for Parks Maps of service areas

Package Items

34.1 Turf Maintenance

Quantity: 50 UOM: Service Visits Annually Price: $450.00 Total: $22,500.00

34.2 Litter Removal and Pet Waste Bags

Quantity: 50 UOM: Service Visits Annually Price: $26.35 Total: $1,317.50

34.3 Mulch Beds and Tree Rings

Quantity: 2 UOM: Service Visits Annually Price: $2,448.00 Total: $4,896.00

34.4 Turf Fertilization

Quantity: 1 UOM: Service Visits Annually Price: $611.80 Total: $611.80

34.5 Turf and Bed Pre-Emergent

Quantity: 2 UOM: Service Visits Annually Price: $725.09 Total: $1,450.18

34.6 Fire Ant Control

Quantity: 2 UOM: Service Visits Annually Price: $127.46 Total: $254.92

34.7 Irrigation Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $168.32 Total: $3,534.72

34.8 Bed Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $325.00 Total: $6,825.00

34.9 Rye Overseed

Quantity: 1 UOM: Service Visits Annually Price: $13,440.00 Total: $13,440.00

34.10 Rye Fertilization

Quantity: 2 UOM: Service Visits Annually Price: $543.82 Total: $1,087.64

35 **Package Header**

Parks -

Garey Park - Level A

6450 Leander Road

Maps 1, 2, 3, & 4

Mowing and Landscape services

34.90 acres

Total: $70,294.98

Item Notes:

See Attachment B for Parks Schedule breakout

See Attachment C for Parks Maps of service areas

Package Items

35.1 Turf Maintenance

Quantity: 43 UOM: Service Visits Annually Price: $941.23 Total: $40,472.89

35.2 Mulch Beds and Tree Rings

Quantity: 2 UOM: Service Visits Annually Price: $2,132.00 Total: $4,264.00

35.3 Turf Fertilization

Quantity: 1 UOM: Service Visits Annually Price: $891.00 Total: $891.00

35.4 Turf and Bed Pre-Emergent

Quantity: 2 UOM: Service Visits Annually Price: $704.00 Total: $1,408.00

35.5 Fire Ant Control

Quantity: 2 UOM: Service Visits Annually Price: $360.00 Total: $720.00

35.6 Irrigation Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $594.29 Total: $12,480.09

35.7 Bed Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $479.00 Total: $10,059.00

36

Package Header

Parks -

Garey Park - Level B
Maps 5 & 6

Mowing and Landscape services

2.92 acres

Total: $4,232.92

Item Notes:

See Attachment B for Parks Schedule breakout

See Attachment C for Parks Maps of service areas

Package Items

36.1 Turf Maintenance

Quantity: 43 UOM: Service Visits Annually Price: $98.44 Total: $4,232.92

37 Package Header

Parks -

Gazebo

380 Village Commons Blvd

Mowing and Landscape services

0.10 acres

Total: $423.04

Item Notes:

See Attachment B for Parks Schedule breakout

See Attachment C for Parks Maps of service areas

Package Items

37.1 Turf Maintenance

Quantity: 43 UOM: Service Visits Annually Price: $5.75 Total: $247.25

37.2 Litter Removal and Pet Waste Bags

Quantity: 43 UOM: Service Visits Annually Price: $0.26 Total: $11.18

37.3 Mulch Beds and Tree Rings

Quantity: 2 UOM: Service Visits Annually Price: $22.07 Total: $44.14

37.4 Turf Fertilization

Quantity: 1 UOM: Service Visits Annually Price: $6.14 Total: $6.14

37.5 Turf and Bed Pre-Emergent

Quantity: 2 UOM: Service Visits Annually Price: $7.27 Total: $14.54

37.6 Fire Ant Control

Quantity: 2 UOM: Service Visits Annually Price: $1.28 Total: $2.56

37.7 Irrigation Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $1.69 Total: $35.49

37.8 Bed Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $2.94 Total: $61.74

38

Package Header

Parks -

Geneva Park
1021 Quail Valley

Mowing and Landscape services

1.35 acres

Total: $1,680.00

Item Notes:

See Attachment B for Parks Schedule breakout

See Attachment C for Parks Maps of service areas

Package Items

38.1 Turf Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $80.00 Total: $1,680.00

39

Package Header

Parks -

Golden Bear Park
107 Golden Bear Drive

Mowing and Landscape services

2.68 acres

Total: $3,543.96

Item Notes:
See Attachment B for Parks Schedule breakout

See Attachment C for Parks Maps of service areas

Package Items

39.1 Turf Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $135.01 Total: $2,835.21

39.2 Bed Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $33.75 Total: $708.75

40 **Package Header**

Parks -

Green Grove Park

275 Westbury Ln.

Mowing and Landscape services

0.78 acres

Total: $3,695.98

Item Notes:
See Attachment B for Parks Schedule breakout

See Attachment C for Parks Maps of service areas

Package Items

40.1 Turf Maintenance

Quantity: 43 UOM: Service Visits Annually Price: $44.86 Total: $1,928.98

40.2 Litter Removal and Pet Waste Bags

Quantity: 43 UOM: Service Visits Annually Price: $11.22 Total: $482.46

40.3 Mulch Beds and Tree Rings

Quantity: 2 UOM: Service Visits Annually Price: $172.17 Total: $344.34

40.4 Turf Fertilization

Quantity: 1 UOM: Service Visits Annually Price: $47.86 Total: $47.86

40.5 Turf and Bed Pre-Emergent

Quantity: 2 UOM: Service Visits Annually Price: $56.73 Total: $113.46

40.6 Fire Ant Control

Quantity: 2 UOM: Service Visits Annually Price: $9.97 Total: $19.94

40.7 Irrigation Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $13.17 Total: $276.57

40.8 Bed Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $22.97 Total: $482.37

4 1 **Package Header**

Parks -

Greenside Park and Roundabout

105 Village Commons Blvd.

Mowing and Landscape services

0.24 acres

Total: $1,015.74

Item Notes:

See Attachment B for Parks Schedule breakout

See Attachment C for Parks Maps of service areas

Package Items

41.1 Turf Maintenance

Quantity: 43 UOM: Service Visits Annually Price: $13.80 Total: $593.40

41.2 Litter Removal and Pet Waste Bags

Quantity: 43 UOM: Service Visits Annually Price: $0.63 Total: $27.09

41.3 Mulch Beds and Tree Rings

Quantity: 2 UOM: Service Visits Annually Price: $52.98 Total: $105.96

41.4 Turf Fertilization

Quantity: 1 UOM: Service Visits Annually Price: $14.73 Total: $14.73

41.5 Turf and Bed Pre-Emergent

Quantity: 2 UOM: Service Visits Annually Price: $17.45 Total: $34.90

41.6 Fire Ant Control

Quantity: 2 UOM: Service Visits Annually Price: $3.07 Total: $6.14

41.7 Irrigation Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $4.05 Total: $85.05

41.8 Bed Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $7.07 Total: $148.47

42 Package Header

Parks -

Hanover Park and Median 1

176 Village Commons Blvd.

Mowing and Landscape services

0.32 acres

Total: $1,354.59

Item Notes:

See Attachment B for Parks Schedule breakout

See Attachment C for Parks Maps of service areas

Package Items

42.1 Turf Maintenance

Quantity: 43 UOM: Service Visits Annually Price: $18.40 Total: $791.20

42.2 Litter Removal and Pet Waste Bags

Quantity: 43 UOM: Service Visits Annually Price: $0.85 Total: $36.55

42.3 Mulch Beds and Tree Rings

Quantity: 2 UOM: Service Visits Annually Price: $70.63 Total: $141.26

42.4 Turf Fertilization

Quantity: 1 UOM: Service Visits Annually Price: $19.64 Total: $19.64

42.5 Turf and Bed Pre-Emergent

Quantity: 2 UOM: Service Visits Annually Price: $23.27 Total: $46.54

42.6 Fire Ant Control

Quantity: 2 UOM: Service Visits Annually Price: $4.09 Total: $8.18

42.7 Irrigation Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $5.40 Total: $113.40

42.8 Bed Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $9.42 Total: $197.82

43

Package Header

Parks -

Heritage Community Garden
2100 Hutto Road

Mowing and Landscape services

12.65 acres

SPECIAL CIRCUMSTANCES NOTE

1. Bluebonnets should not be mowed during growing season

Total: $9,240.00

Item Notes:
See Attachment B for Parks Schedule breakout

See Attachment C for Parks Maps of service areas

Package Items

43.1 Turf Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $440.00 Total: $9,240.00

44 Package Header

Parks -

Holly Street (2 maps)
E 7th Street to College Street

Mowing and Landscape services

1.97 acres

Total: $3,780.00

Item Notes:
See Attachment B for Parks Schedule breakout

See Attachment C for Parks Maps of service areas

Package Items

44.1 Turf Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $180.00 Total: $3,780.00

45 Package Header

Parks -

IOOF Cemetery and Smith Creek Road (3 maps)
701 Smith Creek Rd.

Mowing and Landscape services

27.60 acres

Total: $102,060.00

Item Notes:
See Attachment B for Parks Schedule breakout

See Attachment C for Parks Maps of service areas

Package Items

45.1 Turf Maintenance

Quantity: 43 UOM: Service Visits Annually Price: $2,340.00 Total: $100,620.00

45.2 Fire Ant Control

Quantity: 2 UOM: Service Visits Annually Price: $720.00 Total: $1,440.00

46 Package Header

Parks -

Katy Crossing Park

224 Katy Crossing

Mowing and Landscape services

1.40 acres

Total: $6,452.18

Item Notes:
See Attachment B for Parks Schedule breakout

See Attachment C for Parks Maps of service areas

Package Items

46.1 Turf Maintenance

Quantity: 43 UOM: Service Visits Annually Price: $131.26 Total: $5,644.18

46.2 Mulch Beds and Tree Rings

Quantity: 2 UOM: Service Visits Annually Price: $41.00 Total: $82.00

46.3 Turf Fertilization

Quantity: 1 UOM: Service Visits Annually Price: $162.00 Total: $162.00

46.4 Turf and Bed Pre-Emergent

Quantity: 2 UOM: Service Visits Annually Price: $192.00 Total: $384.00

46.5 Fire Ant Control

Quantity: 2 UOM: Service Visits Annually Price: $90.00 Total: $180.00

47 Package Header

Parks -

Katy Crossing Trail Park
655 River Bluff Circle

Mowing and Landscape services

0.76 acres

Total: $1,378.02

Item Notes:

See Attachment B for Parks Schedule breakout

See Attachment C for Parks Maps of service areas

Package Items

47.1 Turf Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $65.62 Total: $1,378.02

48 Package Header

Parks -

La Conterra North

109 West Ridgeline Blvd

Mowing and Landscape services

1.58 acres

Total: $8,770.79

Item Notes:

See Attachment B for Parks Schedule breakout

See Attachment C for Parks Maps of service areas

Package Items

48.1 Turf Maintenance

Quantity: 43 UOM: Service Visits Annually Price: $127.01 Total: $5,461.43

48.2 Mulch Beds and Tree Rings

Quantity: 2 UOM: Service Visits Annually Price: $246.00 Total: $492.00

48.3 Turf Fertilization

Quantity: 1 UOM: Service Visits Annually Price: $324.00 Total: $324.00

48.4 Turf and Bed Pre-Emergent

Quantity: 2 UOM: Service Visits Annually Price: $384.00 Total: $768.00

48.5 Fire Ant Control

Quantity: 2 UOM: Service Visits Annually Price: $180.00 Total: $360.00

48.6 Bed Maintenance

Quantity: 24 UOM: Service Visits Annually Price: $56.89 Total: $1,365.36

49 **Package Header**

Parks -

La Conterra Parkland
109 W. Ridgeline Blvd

Mowing and Landscape services

1.25 acres

Total: $1,620.00

Item Notes:
See Attachment B for Parks Schedule breakout

See Attachment C for Parks Maps of service areas

Package Items

49.1 Turf Maintenance

Quantity: 12 UOM: Service Visits Annually Price: $135.00 Total: $1,620.00

50 Package Header

Parks -

Lyndoch Park (2 maps)
2050 Leander Rd.

Mowing and Landscape services

4.22 acres

Total: $5,292.00

Item Notes:
See Attachment B for Parks Schedule breakout

See Attachment C for Parks Maps of service areas

Package Items

50.1 Turf Maintenance

Quantity: 12 UOM: Service Visits Annually Price: $441.00 Total: $5,292.00

51 Package Header

Parks -

Madison Oaks Ditch
203 Madison Oaks Ave

Mowing and Landscape services

1.08 acres

Total: $900.00

Item Notes:
See Attachment B for Parks Schedule breakout

See Attachment C for Parks Maps of service areas

Package Items

51.1 Turf Maintenance

Quantity: 12 UOM: Service Visits Annually Price: $75.00 Total: $900.00

52 Package Header

Parks -

Madison Oaks Park
203 Madison Oaks Ave

Mowing and Landscape services

3.10 acres

Total: $6,615.00

Item Notes:
See Attachment B for Parks Schedule breakout

See Attachment C for Parks Maps of service areas

Package Items

52.1 Turf Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $315.00 Total: $6,615.00

53 Package Header

Parks -

Madrone Park
923 Madrone Dr

Mowing and Landscape services

1.67 acres

Total: $7,071.53

Item Notes:
See Attachment B for Parks Schedule breakout

See Attachment C for Parks Maps of service areas

Package Items

53.1 Turf Maintenance

Quantity: 43 UOM: Service Visits Annually Price: $109.80 Total: $4,721.40

53.2 Litter Removal and Pet Waste Bags

Quantity: 43 UOM: Service Visits Annually Price: $4.41 Total: $189.63

53.3 Mulch Beds and Tree Rings

Quantity: 2 UOM: Service Visits Annually Price: $0.01 Total: $0.02

53.4 Turf Fertilization

Quantity: 1 UOM: Service Visits Annually Price: $102.48 Total: $102.48

53.5 Turf and Bed Pre-Emergent

Quantity: 2 UOM: Service Visits Annually Price: $121.45 Total: $242.90

53.6 Fire Ant Control

Quantity: 2 UOM: Service Visits Annually Price: $21.35 Total: $42.70

53.7 Irrigation Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $28.19 Total: $591.99

53.8 Bed Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $56.21 Total: $1,180.41

54 **Package Header**

Parks -

Main Street Parking
9th and Main Street

Mowing and Landscape services

0.37 acres

Total: $11,782.87

Item Notes:

See Attachment B for Parks Schedule breakout

See Attachment C for Parks Maps of service areas

Package Items

54.1 Turf Maintenance

Quantity: 43 UOM: Service Visits Annually Price: $75.00 Total: $3,225.00

54.2 Mulch Beds and Tree Rings

Quantity: 2 UOM: Service Visits Annually Price: $2,429.25 Total: $4,858.50

54.3 Turf Fertilization

Quantity: 1 UOM: Service Visits Annually Price: $86.40 Total: $86.40

54.4 Turf and Bed Pre-Emergent

Quantity: 2 UOM: Service Visits Annually Price: $104.00 Total: $208.00

54.5 Fire Ant Control

Quantity: 2 UOM: Service Visits Annually Price: $90.00 Total: $180.00

54.6 Bed Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $153.57 Total: $3,224.97

55 Package Header

Parks -

Main Street Planting Beds
South Main Street

Mowing and Landscape services

0.01 acres

Total: $812.92

Item Notes:

See Attachment B for Parks Schedule breakout

See Attachment C for Parks Maps of service areas

Package Items

55.1 Bed Pre-Emergent

Quantity: 2 UOM: Service Visits Annually Price: $3.20 Total: $6.40

55.2 Fire Ant Control

Quantity: 2 UOM: Service Visits Annually Price: $45.00 Total: $90.00

55.3 Bed Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $34.12 Total: $716.52

56 Package Header

Parks -

Maple St Lot
109 W. Ridgeline Blvd

Mowing and Landscape services

8.05 acres

Total: $1,600.00

Item Notes:
See Attachment B for Parks Schedule breakout

See Attachment C for Parks Maps of service areas

Package Items

56.1 Turf Maintenance

Quantity: 4 UOM: Service Visits Annually Price: $400.00 Total: $1,600.00

57 Package Header

Parks -

Meadows of Georgetown Park
321 Meadows Drive

Mowing and Landscape services

2.04 acres

Total: $9,255.09

Item Notes:
See Attachment B for Parks Schedule breakout

See Attachment C for Parks Maps of service areas

Package Items

57.1 Turf Maintenance

Quantity: 43 UOM: Service Visits Annually Price: $150.00 Total: $6,450.00

57.2 Mulch Beds and Tree Rings

Quantity: 2 UOM: Service Visits Annually Price: $51.25 Total: $102.50

57.3 Turf Fertilization

Quantity: 1 UOM: Service Visits Annually Price: $270.00 Total: $270.00

57.4 Turf and Bed Pre-Emergent

Quantity: 2 UOM: Service Visits Annually Price: $320.00 Total: $640.00

57.5 Fire Ant Control

Quantity: 2 UOM: Service Visits Annually Price: $90.00 Total: $180.00

57.6 Bed Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $76.79 Total: $1,612.59

58 Package Header

Parks -

Memorial Drive (2 maps)
100 River Chase Blvd.

Mowing and Landscape services

1.05 acres

Total: $1,890.00

Item Notes:

See Attachment B for Parks Schedule breakout

See Attachment C for Parks Maps of service areas

Package Items

58.1 Turf Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $90.00 Total: $1,890.00

59 Package Header

Parks -

Monument Sign East 29
Highway 29 East at Southwestern

Mowing and Landscape services

0.20 acres

Total: $1,680.00

Item Notes:
See Attachment B for Parks Schedule breakout

See Attachment C for Parks Maps of service areas

Package Items

59.1 Turf Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $80.00 Total: $1,680.00

60 **Package Header**

Parks -

Monument Sign IH 35
IH 35 at Westinghouse Road

Mowing and Landscape services

0.44 acres

Total: $1,680.10

Item Notes:
See Attachment B for Parks Schedule breakout

See Attachment C for Parks Maps of service areas

Package Items

60.1 Turf Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $78.10 Total: $1,640.10

60.2 Mulch Beds and Tree Rings

Quantity: 2 UOM: Service Visits Annually Price: $20.00 Total: $40.00

61 Package Header

Parks -

Monument Sign West
Hwy 29 at DB Wood Road

Mowing and Landscape services

0.14 acres

Total: $1,680.00

Item Notes:

See Attachment B for Parks Schedule breakout

See Attachment C for Parks Maps of service areas

Package Items

61.1 Turf Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $80.00 Total: $1,680.00

62 Package Header

Parks -

N. Austin Ave - TXDOT
104 Parkview Dr

Mowing and Landscape services

0.30 acres

Total: $1,125.00

Item Notes:
See Attachment B for Parks Schedule breakout

See Attachment C for Parks Maps of service areas

Package Items

62.1 Turf Maintenance

Quantity: 12 UOM: Service Visits Annually Price: $93.75 Total: $1,125.00

63 **Package Header**

Parks -

Northwest Blvd
1100 Northwest Blvd

Mowing and Landscape services

1.17 acres

Total: $1,968.96

Item Notes:
See Attachment B for Parks Schedule breakout

See Attachment C for Parks Maps of service areas

Package Items

63.1 Turf Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $93.76 Total: $1,968.96

64 Package Header

Parks -

Old Oak Park
111 River Park Ln

Mowing and Landscape services

0.29 acres

Total: $1,606.50

Item Notes:

See Attachment B for Parks Schedule breakout

See Attachment C for Parks Maps of service areas

Package Items

64.1 Turf Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $76.50 Total: $1,606.50

65 Package Header

Parks -

Old Town Park
1262 South Austin Ave

Mowing and Landscape services

1.89 acres

Total: $3,360.00

Item Notes:
See Attachment B for Parks Schedule breakout

See Attachment C for Parks Maps of service areas

Package Items

65.1 Turf Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $160.00 Total: $3,360.00

66 Package Header

Parks -

Outer McMaster Park
101 Walden Dr

Mowing and Landscape services

18.58 acres

Total: $12,285.00

Item Notes:
See Attachment B for Parks Schedule breakout

See Attachment C for Parks Maps of service areas

Package Items

66.1 Turf Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $585.00 Total: $12,285.00

67 Package Header

Parks -

Pickett Trail
Pickett Trail

Mowing and Landscape services

0.63 acres

Total: $2,100.00

Item Notes:
See Attachment B for Parks Schedule breakout

See Attachment C for Parks Maps of service areas

Package Items

67.1 Turf Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $100.00 Total: $2,100.00

68 **Package Header**

Parks -

Pinnacle Park

309 Greenslope Ln

Mowing and Landscape services

1.68 acres

Total: $5,837.78

Item Notes:

See Attachment B for Parks Schedule breakout

See Attachment C for Parks Maps of service areas

Package Items

68.1 Turf Maintenance

Quantity: 43 UOM: Service Visits Annually Price: $124.67 Total: $5,360.81

68.2 Mulch Beds and Tree Rings

Quantity: 2 UOM: Service Visits Annually Price: $20.50 Total: $41.00

68.3 Fire Ant Control

Quantity: 2 UOM: Service Visits Annually Price: $128.00 Total: $256.00

68.4 Irrigation Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $8.57 Total: $179.97

69 **Package Header**

Parks -

Pinnacle Park - Disc Golf and Ponds 24 and 25
309 Greenslope Lane

Mowing and Landscape services

8.17 acres

Total: $5,670.00

Item Notes:

See Attachment B for Parks Schedule breakout

See Attachment C for Parks Maps of service areas

Package Items

69.1 Turf Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $270.00 Total: $5,670.00

70 **Package Header**

Parks -

Raintree Park
302 Raintree Drive

Mowing and Landscape services

0.23 acres

Total: $1,575.00

Item Notes:
See Attachment B for Parks Schedule breakout

See Attachment C for Parks Maps of service areas

Package Items

70.1 Turf Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $75.00 Total: $1,575.00

7 1 **Package Header**

Parks -

River Chase Park
878 Memorial Dr.

Mowing and Landscape services

0.99 acres

Total: $900.00

Item Notes:
See Attachment B for Parks Schedule breakout

See Attachment C for Parks Maps of service areas

Package Items

71.1 Turf Maintenance

Quantity: 12 UOM: Service Visits Annually Price: $75.00 Total: $900.00

72 Package Header

Parks -

River Ridge Pool
414 South Ridge Circle

Mowing and Landscape services

0.47 acres

Total: $2,520.00

Item Notes:
See Attachment B for Parks Schedule breakout

See Attachment C for Parks Maps of service areas

Package Items

72.1 Turf Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $120.00 Total: $2,520.00

73 Package Header

Parks -

Rivery and Wolf Ranch Pkwy
1431 Rivery Blvd

Mowing and Landscape services

0.12 acres

Total: $1,182.09

Item Notes:
See Attachment B for Parks Schedule breakout

See Attachment C for Parks Maps of service areas

Package Items

73.1 Turf Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $56.29 Total: $1,182.09

74 Package Header

Parks -

Rivery Blvd (3 maps)
1529 Rivery Blvd.

Mowing and Landscape services

3.78 acres

Total: $10,080.00

Item Notes:
See Attachment B for Parks Schedule breakout

See Attachment C for Parks Maps of service areas

Package Items

74.1 Turf Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $480.00 Total: $10,080.00

75 Package Header

Parks -

Rivery Extension (2 maps)
1700 Rivery Blvd and 2000 Rivery Blvd

Mowing and Landscape services

1.82 acres

Total: $7,322.00

Item Notes:

See Attachment B for Parks Schedule breakout

See Attachment C for Parks Maps of service areas

Package Items

75.1 Turf Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $300.00 Total: $6,300.00

75.2 Mulch Beds and Tree Rings

Quantity: 2 UOM: Service Visits Annually Price: $102.50 Total: $205.00

75.3 Turf Fertilization

Quantity: 1 UOM: Service Visits Annually Price: $189.00 Total: $189.00

75.4 Turf and Bed Pre-Emergent

Quantity: 2 UOM: Service Visits Annually Price: $224.00 Total: $448.00

75.5 Fire Ant Control

Quantity: 2 UOM: Service Visits Annually Price: $90.00 Total: $180.00

76 Package Header

Parks -

Rivery Park (2 maps)
1448 Rivery Boulevard

Mowing and Landscape services

5.49 acres

Total: $11,610.00

Item Notes:
See Attachment B for Parks Schedule breakout

See Attachment C for Parks Maps of service areas

Package Items

76.1 Turf Maintenance

Quantity: 43 UOM: Service Visits Annually Price: $270.00 Total: $11,610.00

77 **Package Header**

Parks -

Rowan Park
1301 Rowan Drive

Mowing and Landscape services

2.21 acres

Total: $9,358.10

Item Notes:
See Attachment B for Parks Schedule breakout

See Attachment C for Parks Maps of service areas

Package Items

77.1 Turf Maintenance

Quantity: 43 UOM: Service Visits Annually Price: $145.30 Total: $6,247.90

77.2 Litter Removal and Pet Waste Bags

Quantity: 43 UOM: Service Visits Annually Price: $5.84 Total: $251.12

77.3 Mulch Beds and Tree Rings

Quantity: 2 UOM: Service Visits Annually Price: $0.01 Total: $0.02

77.4 Turf Fertilization

Quantity: 1 UOM: Service Visits Annually Price: $135.61 Total: $135.61

77.5 Turf and Bed Pre-Emergent

Quantity: 2 UOM: Service Visits Annually Price: $160.73 Total: $321.46

77.6 Fire Ant Control

Quantity: 2 UOM: Service Visits Annually Price: $28.25 Total: $56.50

77.7 Irrigation Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $37.31 Total: $783.51

77.8 Bed Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $74.38 Total: $1,561.98

78 **Package Header**

Parks -

San Gabriel River Frontage
1500 Scenic Dr

Mowing and Landscape services

1.35 acres

Total: $3,780.00

Item Notes:

See Attachment B for Parks Schedule breakout

See Attachment C for Parks Maps of service areas

Package Items

78.1 Turf Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $180.00 Total: $3,780.00

79 Package Header

Parks -

San Gabriel Village Open Space and Island
401 San Gabriel Village Blvd.

Mowing and Landscape services

1.45 acres

Total: $3,780.00

Item Notes:

See Attachment B for Parks Schedule breakout

See Attachment C for Parks Maps of service areas

Package Items

79.1 Turf Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $180.00 Total: $3,780.00

80 Package Header

Parks -

San Jose Park and Splash Pad
1707 San Jose Street

Mowing and Landscape services

2.41 acres

Total: $4,332.09

Item Notes:
See Attachment B for Parks Schedule breakout

See Attachment C for Parks Maps of service areas

Package Items

80.1 Turf Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $206.29 Total: $4,332.09

81 Package Header

Parks -

Scenic Drive
1800 Scenic Drive

Mowing and Landscape services

0.82 acres

Total: $1,967.91

Item Notes:
See Attachment B for Parks Schedule breakout

See Attachment C for Parks Maps of service areas

Package Items

81.1 Turf Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $93.71 Total: $1,967.91

82 Package Header

Parks -

Shell Park
219 Westbury Ln.

Mowing and Landscape services

0.20 acres

Total: $846.75

Item Notes:
See Attachment B for Parks Schedule breakout

See Attachment C for Parks Maps of service areas

Package Items

82.1 Turf Maintenance

Quantity: 43 UOM: Service Visits Annually Price: $11.50 Total: $494.50

82.2 Litter Removal and Pet Waste Bags

Quantity: 43 UOM: Service Visits Annually Price: $0.53 Total: $22.79

82.3 Mulch Beds and Tree Rings

Quantity: 2 UOM: Service Visits Annually Price: $44.15 Total: $88.30

82.4 Turf Fertilization

Quantity: 1 UOM: Service Visits Annually Price: $12.27 Total: $12.27

82.5 Turf and Bed Pre-Emergent

Quantity: 2 UOM: Service Visits Annually Price: $14.55 Total: $29.10

82.6 Fire Ant Control

Quantity: 2 UOM: Service Visits Annually Price: $2.56 Total: $5.12

82.7 Irrigation Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $3.38 Total: $70.98

82.8 Bed Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $5.89 Total: $123.69

83 **Package Header**

Parks -

Smith Branch Trail
Smith Branch Trail

Mowing and Landscape services

1.18 acres

Total: $2,362.50

Item Notes:
See Attachment B for Parks Schedule breakout

See Attachment C for Parks Maps of service areas

Package Items

83.1 Turf Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $112.50 Total: $2,362.50

84 **Package Header**

Parks -

Smith Creek Rd
Near 701 Smith Creek Rd

Mowing and Landscape services

0.27 acres

Total: $2,417.94

Item Notes:
See Attachment B for Parks Schedule breakout

See Attachment C for Parks Maps of service areas

Package Items

84.1 Turf Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $115.14 Total: $2,417.94

85 **Package Header**

Parks -

South Scenic Drive Median (2 maps)
Leander Road to Scenic Drive

Mowing and Landscape services

0.97 acres

Total: $5,955.00

Item Notes:
See Attachment B for Parks Schedule breakout

See Attachment C for Parks Maps of service areas

Package Items

85.1 Turf Maintenance

Quantity: 43 UOM: Service Visits Annually Price: $112.50 Total: $4,837.50

85.2 Mulch Beds and Tree Rings

Quantity: 2 UOM: Service Visits Annually Price: $82.00 Total: $164.00

85.3 Turf Fertilization

Quantity: 1 UOM: Service Visits Annually Price: $229.50 Total: $229.50

85.4 Turf and Bed Pre-Emergent

Quantity: 2 UOM: Service Visits Annually Price: $272.00 Total: $544.00

85.5 Fire Ant Control

Quantity: 2 UOM: Service Visits Annually Price: $90.00 Total: $180.00

86 Package Header

Parks -

Southwestern Blvd - 1
1601 Southwestern Blvd

Mowing and Landscape services

1.38 acres

Total: $2,362.92

Item Notes:
See Attachment B for Parks Schedule breakout

See Attachment C for Parks Maps of service areas

Package Items

86.1 Turf Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $112.52 Total: $2,362.92

87 Package Header

Parks -

Spring Court Park
376 Westbury Ln

Mowing and Landscape services

0.50 acres

Total: $2,116.72

Item Notes:

See Attachment B for Parks Schedule breakout

See Attachment C for Parks Maps of service areas

Package Items

87.1 Turf Maintenance

Quantity: 43 UOM: Service Visits Annually Price: $28.76 Total: $1,236.68

87.2 Litter Removal and Pet Waste Bags

Quantity: 43 UOM: Service Visits Annually Price: $1.32 Total: $56.76

87.3 Mulch Beds and Tree Rings

Quantity: 2 UOM: Service Visits Annually Price: $110.37 Total: $220.74

87.4 Turf Fertilization

Quantity: 1 UOM: Service Visits Annually Price: $30.68 Total: $30.68

87.5 Turf and Bed Pre-Emergent

Quantity: 2 UOM: Service Visits Annually Price: $36.36 Total: $72.72

87.6 Fire Ant Control

Quantity: 2 UOM: Service Visits Annually Price: $6.39 Total: $12.78

87.7 Irrigation Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $8.44 Total: $177.24

87.8 Bed Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $14.72 Total: $309.12

88

Package Header

Parks -

Stillwater Park
1703 Coldwater Ave

Mowing and Landscape services

3.17 acres

Total: $14,930.28

Item Notes:
See Attachment B for Parks Schedule breakout

See Attachment C for Parks Maps of service areas

Package Items

88.1 Turf Maintenance
Quantity: 43 UOM: Service Visits Annually Price: $224.03 Total: $9,633.29

88.2 Mulch Beds and Tree Rings
Quantity: 2 UOM: Service Visits Annually Price: $71.75 Total: $143.50

88.3 Turf Fertilization
Quantity: 1 UOM: Service Visits Annually Price: $729.00 Total: $729.00

88.4 Turf and Bed Pre-Emergent
Quantity: 2 UOM: Service Visits Annually Price: $864.00 Total: $1,728.00

88.5 Fire Ant Control
Quantity: 2 UOM: Service Visits Annually Price: $144.00 Total: $288.00

88.6 Irrigation Maintenance
Quantity: 21 UOM: Service Visits Annually Price: $74.29 Total: $1,560.09

88.7 Bed Maintenance
Quantity: 21 UOM: Service Visits Annually Price: $40.40 Total: $848.40

89 Package Header

Parks -

Summercrest Park
1201 Ashberry Trail

Mowing and Landscape services

1.57 acres

Total: $3,780.00

Item Notes:
See Attachment B for Parks Schedule breakout

See Attachment C for Parks Maps of service areas

Package Items

89.1 Turf Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $180.00 Total: $3,780.00

90 Package Header

Parks -

Summers Green Park
Summers Green

Mowing and Landscape services

1.55 acres

Total: $6,562.23

Item Notes:

See Attachment B for Parks Schedule breakout

See Attachment C for Parks Maps of service areas

Package Items

90.1 Turf Maintenance

Quantity: 43 UOM: Service Visits Annually Price: $89.15 Total: $3,833.45

90.2 Litter Removal and Pet Waste Bags

Quantity: 43 UOM: Service Visits Annually Price: $4.10 Total: $176.30

90.3 Mulch Beds and Tree Rings

Quantity: 2 UOM: Service Visits Annually Price: $342.13 Total: $684.26

90.4 Turf Fertilization

Quantity: 1 UOM: Service Visits Annually Price: $95.11 Total: $95.11

90.5 Turf and Bed Pre-Emergent

Quantity: 2 UOM: Service Visits Annually Price: $112.73 Total: $225.46

90.6 Fire Ant Control

Quantity: 2 UOM: Service Visits Annually Price: $19.82 Total: $39.64

90.7 Irrigation Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $26.17 Total: $549.57

90.8 Bed Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $45.64 Total: $958.44

91 **Package Header**

Parks -

Susana Drive Park
416 Susana Dr

Mowing and Landscape services

1.30 acres

Total: $1,771.98

Item Notes:

See Attachment B for Parks Schedule breakout

See Attachment C for Parks Maps of service areas

Package Items

91.1 Turf Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $84.38 Total: $1,771.98

92 **Package Header**

Parks -

University Park
2510 University Park Dr

Mowing and Landscape services

2.60 acres

Total: $12,310.02

Item Notes:
See Attachment B for Parks Schedule breakout

See Attachment C for Parks Maps of service areas

Package Items

92.1 Turf Maintenance
Quantity: 43 UOM: Service Visits Annually Price: $198.53 Total: $8,536.79

92.2 Mulch Beds and Tree Rings
Quantity: 2 UOM: Service Visits Annually Price: $320.00 Total: $640.00

92.3 Turf Fertilization
Quantity: 1 UOM: Service Visits Annually Price: $243.00 Total: $243.00

92.4 Turf and Bed Pre-Emergent
Quantity: 2 UOM: Service Visits Annually Price: $288.00 Total: $576.00

92.5 Fire Ant Control
Quantity: 2 UOM: Service Visits Annually Price: $90.00 Total: $180.00

92.6 Irrigation Maintenance
Quantity: 21 UOM: Service Visits Annually Price: $74.29 Total: $1,560.09

92.7 Bed Maintenance
Quantity: 21 UOM: Service Visits Annually Price: $27.34 Total: $574.14

93 **Package Header**

Parks -

Village Glen Park and Median 3
395 Westbury Ln

Mowing and Landscape services

0.53 acres

Total: $2,243.55

Item Notes:

See Attachment B for Parks Schedule breakout

See Attachment C for Parks Maps of service areas

Package Items

93.1 Turf Maintenance

Quantity: 43 UOM: Service Visits Annually Price: $30.48 Total: $1,310.64

93.2 Litter Removal and Pet Waste Bags

Quantity: 43 UOM: Service Visits Annually Price: $1.40 Total: $60.20

93.3 Mulch Beds and Tree Rings

Quantity: 2 UOM: Service Visits Annually Price: $116.99 Total: $233.98

93.4 Turf Fertilization

Quantity: 1 UOM: Service Visits Annually Price: $32.52 Total: $32.52

93.5 Turf and Bed Pre-Emergent

Quantity: 2 UOM: Service Visits Annually Price: $38.55 Total: $77.10

93.6 Fire Ant Control

Quantity: 2 UOM: Service Visits Annually Price: $6.78 Total: $13.56

93.7 Irrigation Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $8.95 Total: $187.95

93.8 Bed Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $15.60 Total: $327.60

94 **Package Header**

Parks -

Village Pool and Park
370 Village Commons Blvd

Mowing and Landscape services

4.40 acres

Total: $18,627.66

Item Notes:

See Attachment B for Parks Schedule breakout

See Attachment C for Parks Maps of service areas

Package Items

94.1 Turf Maintenance

Quantity: 43 UOM: Service Visits Annually Price: $253.07 Total: $10,882.01

94.2 Litter Removal and Pet Waste Bags

Quantity: 43 UOM: Service Visits Annually Price: $11.63 Total: $500.09

94.3 Mulch Beds and Tree Rings

Quantity: 2 UOM: Service Visits Annually Price: $971.21 Total: $1,942.42

94.4 Turf Fertilization

Quantity: 1 UOM: Service Visits Annually Price: $270.00 Total: $270.00

94.5 Turf and Bed Pre-Emergent

Quantity: 2 UOM: Service Visits Annually Price: $320.00 Total: $640.00

94.6 Fire Ant Control

Quantity: 2 UOM: Service Visits Annually Price: $56.25 Total: $112.50

94.7 Irrigation Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $74.29 Total: $1,560.09

94.8 Bed Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $129.55 Total: $2,720.55

95 Package Header

Parks -

Village Sidewalks 1-6 and Median 4
600 BELLAIRE DR, 710 ROSEDALE BLVD, 512 ROSEDALE BLVD, 380 VILLAGE COMMONS BLVD, 501 WESTBURY LN, 315 SQUARE BND

Mowing and Landscape services

0.55 acres

Total: $1,641.57

Item Notes:

See Attachment B for Parks Schedule breakout

See Attachment C for Parks Maps of service areas

Package Items

95.1 Turf Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $78.17 Total: $1,641.57

96 **Package Header**

Parks -

Villages of Berry Creek Park (2 maps)
30138 Berry Creek Drive

Mowing and Landscape services

2.74 acres

Total: $4,725.00

Item Notes:

See Attachment B for Parks Schedule breakout

See Attachment C for Parks Maps of service areas

Package Items

96.1 Turf Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $225.00 Total: $4,725.00

97 **Package Header**

Parks -

West 10th Street at Scenic - Bus Stop
1000 Scenic Drive

Mowing and Landscape services

0.22 acres

Total: $1,575.00

Item Notes:
See Attachment B for Parks Schedule breakout

See Attachment C for Parks Maps of service areas

Package Items

97.1 Turf Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $75.00 Total: $1,575.00

98 **Package Header**

Parks -

Walkway 1
Westbury Lane and Alleyway - 203 Village Park Drive

Mowing and Landscape services

0.08 acres

Total: $404.31

Item Notes:
See Attachment B for Parks Schedule breakout

See Attachment C for Parks Maps of service areas

Package Items

98.1 Turf Maintenance

Quantity: 43 UOM: Service Visits Annually Price: $8.75 Total: $376.25

98.2 Litter Removal and Pet Waste Bags

Quantity: 43 UOM: Service Visits Annually Price: $0.21 Total: $9.03

98.3 Mulch Beds and Tree Rings

Quantity: 2 UOM: Service Visits Annually Price: $0.01 Total: $0.02

98.4 Turf Fertilization

Quantity: 1 UOM: Service Visits Annually Price: $4.91 Total: $4.91

98.5 Turf and Bed Pre-Emergent

Quantity: 2 UOM: Service Visits Annually Price: $5.82 Total: $11.64

98.6 Fire Ant Control

Quantity: 2 UOM: Service Visits Annually Price: $1.02 Total: $2.04

98.7 Irrigation Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $0.01 Total: $0.21

98.8 Bed Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $0.01 Total: $0.21

99

Package Header

Parks -

Walkway 2
Alleyway off of Village Park Dr - 221 Village Park Drive

Mowing and Landscape services

0.03 acres

Total: $151.88

Item Notes:

See Attachment B for Parks Schedule breakout

See Attachment C for Parks Maps of service areas

Package Items

99.1 Turf Maintenance

Quantity: 43 UOM: Service Visits Annually Price: $3.28 Total: $141.04

99.2 Litter Removal and Pet Waste Bags

Quantity: 43 UOM: Service Visits Annually Price: $0.08 Total: $3.44

99.3 Mulch Beds and Tree Rings

Quantity: 2 UOM: Service Visits Annually Price: $0.01 Total: $0.02

99.4 Turf Fertilization

Quantity: 1 UOM: Service Visits Annually Price: $1.84 Total: $1.84

99.5 Turf and Bed Pre-Emergent

Quantity: 2 UOM: Service Visits Annually Price: $2.18 Total: $4.36

99.6 Fire Ant Control

Quantity: 2 UOM: Service Visits Annually Price: $0.38 Total: $0.76

99.7 Irrigation Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $0.01 Total: $0.21

99.8 Bed Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $0.01 Total: $0.21

100

Package Header

Parks -

Walkway 3
Alleyway off of Village Park Dr - 115 Village Park Drive

Mowing and Landscape services

0.05 acres

Total: $252.87

Item Notes:

See Attachment B for Parks Schedule breakout

See Attachment C for Parks Maps of service areas

Package Items

100.1 Turf Maintenance

Quantity: 43 UOM: Service Visits Annually Price: $5.47 Total: $235.21

100.2 Litter Removal and Pet Waste Bags

Quantity: 43 UOM: Service Visits Annually Price: $0.13 Total: $5.59

100.3 Mulch Beds and Tree Rings

Quantity: 2 UOM: Service Visits Annually Price: $0.01 Total: $0.02

100.4 Turf Fertilization

Quantity: 1 UOM: Service Visits Annually Price: $3.07 Total: $3.07

100.5 Turf and Bed Pre-Emergent

Quantity: 2 UOM: Service Visits Annually Price: $3.64 Total: $7.28

100.6 Fire Ant Control

Quantity: 2 UOM: Service Visits Annually Price: $0.64 Total: $1.28

100.7 Irrigation Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $0.01 Total: $0.21

100.8 Bed Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $0.01 Total: $0.21

101 **Package Header**

Parks -

Walkway 4
Alleyway off of Village Park Dr - 280 Westbury Ln

Mowing and Landscape services

0.06 acres

Total: $303.34

Item Notes:

See Attachment B for Parks Schedule breakout

See Attachment C for Parks Maps of service areas

Package Items

101.1 Turf Maintenance

Quantity: 43 UOM: Service Visits Annually Price: $6.56 Total: $282.08

101.2 Litter Removal and Pet Waste Bags

Quantity: 43 UOM: Service Visits Annually Price: $0.16 Total: $6.88

101.3 Mulch Beds and Tree Rings

Quantity: 2 UOM: Service Visits Annually Price: $0.01 Total: $0.02

101.4 Turf Fertilization

Quantity: 1 UOM: Service Visits Annually Price: $3.68 Total: $3.68

101.5 Turf and Bed Pre-Emergent

Quantity: 2 UOM: Service Visits Annually Price: $4.36 Total: $8.72

101.6 Fire Ant Control

Quantity: 2 UOM: Service Visits Annually Price: $0.77 Total: $1.54

101.7 Irrigation Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $0.01 Total: $0.21

101.8 Bed Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $0.01 Total: $0.21

102

Package Header

Parks -

Walkway 5
Hickory Lane and Village Commons Blvd/Hickory Lane Alleyway-149 Hickory Ln

Mowing and Landscape services

0.04 acres

Total: $202.37

Item Notes:

See Attachment B for Parks Schedule breakout

See Attachment C for Parks Maps of service areas

Package Items

102.1 Turf Maintenance

Quantity: 43 UOM: Service Visits Annually Price: $4.37 Total: $187.91

102.2 Litter Removal and Pet Waste Bags

Quantity: 43 UOM: Service Visits Annually Price: $0.11 Total: $4.73

102.3 Mulch Beds and Tree Rings

Quantity: 2 UOM: Service Visits Annually Price: $0.01 Total: $0.02

102.4 Turf Fertilization

Quantity: 1 UOM: Service Visits Annually Price: $2.45 Total: $2.45

102.5 Turf and Bed Pre-Emergent

Quantity: 2 UOM: Service Visits Annually Price: $2.91 Total: $5.82

102.6 Fire Ant Control

Quantity: 2 UOM: Service Visits Annually Price: $0.51 Total: $1.02

102.7 Irrigation Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $0.01 Total: $0.21

102.8 Bed Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $0.01 Total: $0.21

103 Package Header

Parks -

Walkway 6
Next to 807 Bedford Ct

Mowing and Landscape services

0.06 acres

Total: $202.37

Item Notes:

See Attachment B for Parks Schedule breakout

See Attachment C for Parks Maps of service areas

Package Items

103.1 Turf Maintenance

Quantity: 43 UOM: Service Visits Annually Price: $4.37 Total: $187.91

103.2 Litter Removal and Pet Waste Bags

Quantity: 43 UOM: Service Visits Annually Price: $0.11 Total: $4.73

103.3 Mulch Beds and Tree Rings

Quantity: 2 UOM: Service Visits Annually Price: $0.01 Total: $0.02

103.4 Turf Fertilization

Quantity: 1 UOM: Service Visits Annually Price: $2.45 Total: $2.45

103.5 Turf and Bed Pre-Emergent

Quantity: 2 UOM: Service Visits Annually Price: $2.91 Total: $5.82

103.6 Fire Ant Control

Quantity: 2 UOM: Service Visits Annually Price: $0.51 Total: $1.02

103.7 Irrigation Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $0.01 Total: $0.21

103.8 Bed Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $0.01 Total: $0.21

104

Package Header

Parks -

Walkway 7
Bedford Court and Walkway 8

Mowing and Landscape services

0.04 acres

Total: $303.34

Item Notes:

See Attachment B for Parks Schedule breakout

See Attachment C for Parks Maps of service areas

Package Items

104.1 Turf Maintenance

Quantity: 43 UOM: Service Visits Annually Price: $6.56 Total: $282.08

104.2 Litter Removal and Pet Waste Bags

Quantity: 43 UOM: Service Visits Annually Price: $0.16 Total: $6.88

104.3 Mulch Beds and Tree Rings

Quantity: 2 UOM: Service Visits Annually Price: $0.01 Total: $0.02

104.4 Turf Fertilization

Quantity: 1 UOM: Service Visits Annually Price: $3.68 Total: $3.68

104.5 Turf and Bed Pre-Emergent

Quantity: 2 UOM: Service Visits Annually Price: $4.36 Total: $8.72

104.6 Fire Ant Control

Quantity: 2 UOM: Service Visits Annually Price: $0.77 Total: $1.54

104.7 Irrigation Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $0.01 Total: $0.21

104.8 Bed Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $0.01 Total: $0.21

105

Package Header

Parks -

Walkway 10
Rosebud Lane and Westbury Ln/Rosebud Ln Alleyway

Mowing and Landscape services

0.04 acres

Total: $202.37

Item Notes:

See Attachment B for Parks Schedule breakout

See Attachment C for Parks Maps of service areas

Package Items

105.1 Turf Maintenance

Quantity: 43 UOM: Service Visits Annually Price: $4.37 Total: $187.91

105.2 Litter Removal and Pet Waste Bags

Quantity: 43 UOM: Service Visits Annually Price: $0.11 Total: $4.73

105.3 Mulch Beds and Tree Rings

Quantity: 2 UOM: Service Visits Annually Price: $0.01 Total: $0.02

105.4 Turf Fertilization

Quantity: 1 UOM: Service Visits Annually Price: $2.45 Total: $2.45

105.5 Turf and Bed Pre-Emergent

Quantity: 2 UOM: Service Visits Annually Price: $2.91 Total: $5.82

105.6 Fire Ant Control

Quantity: 2 UOM: Service Visits Annually Price: $0.51 Total: $1.02

105.7 Irrigation Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $0.01 Total: $0.21

105.8 Bed Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $0.01 Total: $0.21

106

Package Header

Parks -

Westbury Park
214 Westbury Ln

Mowing and Landscape services

0.42 acres

Total: $1,778.30

Item Notes:

See Attachment B for Parks Schedule breakout

See Attachment C for Parks Maps of service areas

Package Items

106.1 Turf Maintenance

Quantity: 43 UOM: Service Visits Annually Price: $24.16 Total: $1,038.88

106.2 Litter Removal and Pet Waste Bags

Quantity: 43 UOM: Service Visits Annually Price: $1.11 Total: $47.73

106.3 Mulch Beds and Tree Rings

Quantity: 2 UOM: Service Visits Annually Price: $92.71 Total: $185.42

106.4 Turf Fertilization

Quantity: 1 UOM: Service Visits Annually Price: $25.77 Total: $25.77

106.5 Turf and Bed Pre-Emergent

Quantity: 2 UOM: Service Visits Annually Price: $30.55 Total: $61.10

106.6 Fire Ant Control

Quantity: 2 UOM: Service Visits Annually Price: $5.37 Total: $10.74

106.7 Irrigation Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $7.09 Total: $148.89

106.8 Bed Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $12.37 Total: $259.77

107

Package Header

Parks -

Williams Drive Pool and Park
3201 Williams Dr.

Mowing and Landscape services

1.15 acres

Total: $3,309.60

Item Notes:

See Attachment B for Parks Schedule breakout

See Attachment C for Parks Maps of service areas

Package Items

107.1 Turf Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $157.60 Total: $3,309.60

108

Package Header

Parks -

Windridge Village Park
1302 E. 3rd

Mowing and Landscape services

0.41 acres

Total: $2,362.50

Item Notes:

See Attachment B for Parks Schedule breakout

See Attachment C for Parks Maps of service areas

Package Items

108.1 Turf Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $112.50 Total: $2,362.50

109

Package Header

Parks -

Wolf Ranch Parkway (4 maps)
2500 Wolf Ranch Pkwy, 800 Wolf Ranch Pkwy, Near 1251 Wolf Ranch Pkwy, & Wolf Ranch Pkwy at Legacy Xing

Mowing and Landscape services

10.21 acres

Total: $21,139.10

Item Notes:
See Attachment B for Parks Schedule breakout

See Attachment C for Parks Maps of service areas

Package Items

109.1 Turf Maintenance
Quantity: 21 UOM: Service Visits Annually Price: $750.00 Total: $15,750.00

109.2 Mulch Beds and Tree Rings
Quantity: 2 UOM: Service Visits Annually Price: $1,334.55 Total: $2,669.10

109.3 Turf Fertilization
Quantity: 1 UOM: Service Visits Annually Price: $540.00 Total: $540.00

109.4 Turf and Bed Pre-Emergent
Quantity: 2 UOM: Service Visits Annually Price: $640.00 Total: $1,280.00

109.5 Fire Ant Control
Quantity: 2 UOM: Service Visits Annually Price: $450.00 Total: $900.00

110 **Package Header**

Parks -

Woodlake Park
249 Wildwood Dr

Mowing and Landscape services

0.74 acres

Total: $2,079.00

Item Notes:
See Attachment B for Parks Schedule breakout

See Attachment C for Parks Maps of service areas

Package Items

110.1 Turf Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $99.00 Total: $2,079.00

111 Package Header

Parks -

Woodland Park
301 Woodland Park

Mowing and Landscape services

0.79 acres

Total: $900.00

Item Notes:
See Attachment B for Parks Schedule breakout

See Attachment C for Parks Maps of service areas

Package Items

111.1 Turf Maintenance

Quantity: 4 UOM: Service Visits Annually Price: $225.00 Total: $900.00

112 Package Header

Facilities -

Chamber of Commerce
100 Chamber Way

Mowing and Landscape services

1.48 acres

Total: $14,112.78

Package Items

112.1 Turf Maintenance

Quantity: 43 UOM: Service Visits Annually Price: $225.00 Total: $9,675.00

112.2 Mulch Beds and Tree Rings

Quantity: 2 UOM: Service Visits Annually Price: $328.00 Total: $656.00

112.3 Turf Fertilization

Quantity: 1 UOM: Service Visits Annually Price: $351.00 Total: $351.00

112.4 Turf and Bed Pre-Emergent

Quantity: 2 UOM: Service Visits Annually Price: $416.00 Total: $832.00

112.5 Fire Ant Control

Quantity: 2 UOM: Service Visits Annually Price: $90.00 Total: $180.00

112.6 Bed Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $115.18 Total: $2,418.78

113 **Package Header**

Facilities -

City Hall
808 MLK

Mowing and Landscape services

0.52 acres

Total: $5,440.69

Package Items

113.1 Turf Maintenance

Quantity: 43 UOM: Service Visits Annually Price: $75.00 Total: $3,225.00

113.2 Mulch Beds and Tree Rings

Quantity: 2 UOM: Service Visits Annually Price: $410.00 Total: $820.00

113.3 Turf Fertilization

Quantity: 1 UOM: Service Visits Annually Price: $121.50 Total: $121.50

113.4 Turf and Bed Pre-Emergent

Quantity: 2 UOM: Service Visits Annually Price: $144.00 Total: $288.00

113.5 Fire Ant Control

Quantity: 2 UOM: Service Visits Annually Price: $90.00 Total: $180.00

113.6 Bed Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $38.39 Total: $806.19

114

Package Header

Facilities -

Community Center
445 East Morrow St.

Mowing and Landscape services

0.29 acres

Total: $5,825.91

Package Items

114.1 Turf Maintenance

Quantity: 43 UOM: Service Visits Annually Price: $60.00 Total: $2,580.00

114.2 Mulch Beds and Tree Rings

Quantity: 2 UOM: Service Visits Annually Price: $1,096.75 Total: $2,193.50

114.3 Turf Fertilization

Quantity: 1 UOM: Service Visits Annually Price: $67.50 Total: $67.50

114.4 Turf and Bed Pre-Emergent

Quantity: 2 UOM: Service Visits Annually Price: $80.00 Total: $160.00

114.5 Fire Ant Control

Quantity: 2 UOM: Service Visits Annually Price: $90.00 Total: $180.00

114.6 Bed Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $30.71 Total: $644.91

115

Package Header

Facilities -

Court and Council Building
510 West 9th St.

Mowing and Landscape services

0.57 acres

Total: $5,199.19

Package Items

115.1 Turf Maintenance

Quantity: 43 UOM: Service Visits Annually Price: $75.00 Total: $3,225.00

115.2 Mulch Beds and Tree Rings

Quantity: 2 UOM: Service Visits Annually Price: $266.50 Total: $533.00

115.3 Turf Fertilization

Quantity: 1 UOM: Service Visits Annually Price: $135.00 Total: $135.00

115.4 Turf and Bed Pre-Emergent

Quantity: 2 UOM: Service Visits Annually Price: $160.00 Total: $320.00

115.5 Fire Ant Control

Quantity: 2 UOM: Service Visits Annually Price: $90.00 Total: $180.00

115.6 Bed Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $38.39 Total: $806.19

116 Package Header

Facilities -

Fire Station 1
301 Industrial

Mowing and Landscape services

2.21 acres

Total: $19,974.96

Package Items

116.1 Turf Maintenance

Quantity: 43 UOM: Service Visits Annually Price: $330.01 Total: $14,190.43

116.2 Mulch Beds and Tree Rings

Quantity: 2 UOM: Service Visits Annually Price: $164.00 Total: $328.00

116.3 Turf Fertilization

Quantity: 1 UOM: Service Visits Annually Price: $513.00 Total: $513.00

116.4 Turf and Bed Pre-Emergent

Quantity: 2 UOM: Service Visits Annually Price: $608.00 Total: $1,216.00

116.5 Fire Ant Control

Quantity: 2 UOM: Service Visits Annually Price: $90.00 Total: $180.00

116.6 Bed Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $168.93 Total: $3,547.53

117 Package Header

Facilities -

Fire Station 2
1601 Williams Dr.

Mowing and Landscape services

0.88 acres

Total: $8,323.60

Package Items

117.1 Turf Maintenance

Quantity: 43 UOM: Service Visits Annually Price: $135.00 Total: $5,805.00

117.2 Mulch Beds and Tree Rings

Quantity: 2 UOM: Service Visits Annually Price: $102.50 Total: $205.00

117.3 Turf Fertilization

Quantity: 1 UOM: Service Visits Annually Price: $202.50 Total: $202.50

117.4 Turf and Bed Pre-Emergent

Quantity: 2 UOM: Service Visits Annually Price: $240.00 Total: $480.00

117.5 Fire Ant Control

Quantity: 2 UOM: Service Visits Annually Price: $90.00 Total: $180.00

117.6 Bed Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $69.10 Total: $1,451.10

118 **Package Header**

Facilities -

Fire Station 3
5 Texas Dr.

Mowing and Landscape services

0.93 acres

Total: $8,574.10

Package Items

118.1 Turf Maintenance

Quantity: 43 UOM: Service Visits Annually Price: $135.00 Total: $5,805.00

118.2 Mulch Beds and Tree Rings

Quantity: 2 UOM: Service Visits Annually Price: $205.00 Total: $410.00

118.3 Turf Fertilization

Quantity: 1 UOM: Service Visits Annually Price: $216.00 Total: $216.00

118.4 Turf and Bed Pre-Emergent

Quantity: 2 UOM: Service Visits Annually Price: $256.00 Total: $512.00

118.5 Fire Ant Control

Quantity: 2 UOM: Service Visits Annually Price: $90.00 Total: $180.00

118.6 Bed Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $69.10 Total: $1,451.10

119

Package Header

Facilities -

Fire Station 4
4200 Airport Rd.

Mowing and Landscape services

5.90 acres

Total: $24,061.00

Package Items

119.1 Turf Maintenance

Quantity: 43 UOM: Service Visits Annually Price: $420.00 Total: $18,060.00

119.2 Mulch Beds and Tree Rings

Quantity: 2 UOM: Service Visits Annually Price: $61.50 Total: $123.00

119.3 Turf Fertilization

Quantity: 1 UOM: Service Visits Annually Price: $351.00 Total: $351.00

119.4 Turf and Bed Pre-Emergent

Quantity: 2 UOM: Service Visits Annually Price: $416.00 Total: $832.00

119.5 Fire Ant Control

Quantity: 2 UOM: Service Visits Annually Price: $90.00 Total: $180.00

119.6 Bed Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $215.00 Total: $4,515.00

120 **Package Header**

Facilities -

Fire Station 5
3600 D B Wood Rd.

Mowing and Landscape services

2.83 acres

Total: $27,035.00

Package Items

120.1 Turf Maintenance

Quantity: 43 UOM: Service Visits Annually Price: $420.00 Total: $18,060.00

120.2 Mulch Beds and Tree Rings

Quantity: 2 UOM: Service Visits Annually Price: $1,230.00 Total: $2,460.00

120.3 Turf Fertilization

Quantity: 1 UOM: Service Visits Annually Price: $540.00 Total: $540.00

120.4 Turf and Bed Pre-Emergent

Quantity: 2 UOM: Service Visits Annually Price: $640.00 Total: $1,280.00

120.5 Fire Ant Control

Quantity: 2 UOM: Service Visits Annually Price: $90.00 Total: $180.00

120.6 Bed Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $215.00 Total: $4,515.00

121 **Package Header**

Facilities -

Fire Station 6
6700 RM 2338

Mowing and Landscape services

1.03 acres

Total: $9,472.02

Package Items

121.1 Turf Maintenance

Quantity: 43 UOM: Service Visits Annually Price: $150.01 Total: $6,450.43

121.2 Mulch Beds and Tree Rings

Quantity: 2 UOM: Service Visits Annually Price: $205.00 Total: $410.00

121.3 Turf Fertilization

Quantity: 1 UOM: Service Visits Annually Price: $243.00 Total: $243.00

121.4 Turf and Bed Pre-Emergent

Quantity: 2 UOM: Service Visits Annually Price: $288.00 Total: $576.00

121.5 Fire Ant Control

Quantity: 2 UOM: Service Visits Annually Price: $90.00 Total: $180.00

121.6 Bed Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $76.79 Total: $1,612.59

122 **Package Header**

Facilities -

Fire Station 7
2705 E University Ave.

Mowing and Landscape services

4.33 acres

Total: $23,075.10

Package Items

122.1 Turf Maintenance

Quantity: 43 UOM: Service Visits Annually Price: $337.51 Total: $14,512.93

122.2 Mulch Beds and Tree Rings

Quantity: 2 UOM: Service Visits Annually Price: $1,558.00 Total: $3,116.00

122.3 Turf Fertilization

Quantity: 1 UOM: Service Visits Annually Price: $486.00 Total: $486.00

122.4 Turf and Bed Pre-Emergent

Quantity: 2 UOM: Service Visits Annually Price: $576.00 Total: $1,152.00

122.5 Fire Ant Control

Quantity: 2 UOM: Service Visits Annually Price: $90.00 Total: $180.00

122.6 Bed Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $172.77 Total: $3,628.17

1
2
3

Package Header

Facilities -

Fuel Pump
1101 North College St.

Mowing and Landscape services

1.28 acres

Total: $8,034.19

Package Items

123.1 Turf Maintenance

Quantity: 43 UOM: Service Visits Annually Price: $127.50 Total: $5,482.50

123.2 Mulch Beds and Tree Rings

Quantity: 2 UOM: Service Visits Annually Price: $0.01 Total: $0.02

123.3 Turf Fertilization

Quantity: 1 UOM: Service Visits Annually Price: $297.00 Total: $297.00

123.4 Turf and Bed Pre-Emergent

Quantity: 2 UOM: Service Visits Annually Price: $352.00 Total: $704.00

123.5 Fire Ant Control

Quantity: 2 UOM: Service Visits Annually Price: $90.00 Total: $180.00

123.6 Bed Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $65.27 Total: $1,370.67

124

Package Header

Facilities -

Georgetown Municipal (1)
300 Industrial Ave

Mowing and Landscape services

1.93 acres

Total: $18,093.06

Package Items

124.1 Turf Maintenance

Quantity: 43 UOM: Service Visits Annually Price: $284.82 Total: $12,247.26

124.2 Mulch Beds and Tree Rings

Quantity: 2 UOM: Service Visits Annually Price: $574.00 Total: $1,148.00

124.3 Turf Fertilization

Quantity: 1 UOM: Service Visits Annually Price: $432.00 Total: $432.00

124.4 Turf and Bed Pre-Emergent

Quantity: 2 UOM: Service Visits Annually Price: $512.00 Total: $1,024.00

124.5 Fire Ant Control

Quantity: 2 UOM: Service Visits Annually Price: $90.00 Total: $180.00

124.6 Bed Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $145.80 Total: $3,061.80

125 Package Header

Facilities -

Georgetown Municipal (2)
300 Industrial Ave

Mowing and Landscape services

2.58 acres

Total: $20,305.11

Package Items

125.1 Turf Maintenance

Quantity: 43 UOM: Service Visits Annually Price: $360.00 Total: $15,480.00

125.2 Mulch Beds and Tree Rings

Quantity: 2 UOM: Service Visits Annually Price: $0.01 Total: $0.02

125.3 Turf Fertilization

Quantity: 1 UOM: Service Visits Annually Price: $135.00 Total: $135.00

125.4 Turf and Bed Pre-Emergent

Quantity: 2 UOM: Service Visits Annually Price: $320.00 Total: $640.00

125.5 Fire Ant Control

Quantity: 2 UOM: Service Visits Annually Price: $90.00 Total: $180.00

125.6 Bed Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $184.29 Total: $3,870.09

126 Package Header

Facilities -

GMC Overflow Parking Lot
303 Industrial Ave

Mowing and Landscape services

0.23 acres

Total: $2,862.84

Package Items

126.1 Turf Maintenance

Quantity: 43 UOM: Service Visits Annually Price: $45.00 Total: $1,935.00

126.2 Mulch Beds and Tree Rings

Quantity: 2 UOM: Service Visits Annually Price: $41.00 Total: $82.00

126.3 Turf Fertilization

Quantity: 1 UOM: Service Visits Annually Price: $54.00 Total: $54.00

126.4 Turf and Bed Pre-Emergent

Quantity: 2 UOM: Service Visits Annually Price: $64.00 Total: $128.00

126.5 Fire Ant Control

Quantity: 2 UOM: Service Visits Annually Price: $90.00 Total: $180.00

126.6 Bed Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $23.04 Total: $483.84

127

Package Header

Facilities -

Grace Heritage Center
811 South Main St.

Mowing and Landscape services

0.08 acres

Total: $4,466.19

Package Items

127.1 Turf Maintenance

Quantity: 43 UOM: Service Visits Annually Price: $75.00 Total: $3,225.00

127.2 Mulch Beds and Tree Rings

Quantity: 2 UOM: Service Visits Annually Price: $82.00 Total: $164.00

127.3 Turf Fertilization

Quantity: 1 UOM: Service Visits Annually Price: $27.00 Total: $27.00

127.4 Turf and Bed Pre-Emergent

Quantity: 2 UOM: Service Visits Annually Price: $32.00 Total: $64.00

127.5 Fire Ant Control

Quantity: 2 UOM: Service Visits Annually Price: $90.00 Total: $180.00

127.6 Bed Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $38.39 Total: $806.19

128 **Package Header**

Facilities -

Historic Light and Water
811 MLK

Mowing and Landscape services

0.20 acres

Total: $2,562.25

Package Items

128.1 Turf Maintenance

Quantity: 43 UOM: Service Visits Annually Price: $30.34 Total: $1,304.62

128.2 Mulch Beds and Tree Rings

Quantity: 2 UOM: Service Visits Annually Price: $307.50 Total: $615.00

128.3 Turf Fertilization

Quantity: 1 UOM: Service Visits Annually Price: $40.50 Total: $40.50

128.4 Turf and Bed Pre-Emergent

Quantity: 2 UOM: Service Visits Annually Price: $48.00 Total: $96.00

128.5 Fire Ant Control

Quantity: 2 UOM: Service Visits Annually Price: $90.00 Total: $180.00

128.6 Bed Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $15.53 Total: $326.13

129

Package Header

Facilities -

Library
402 West 8th St

Mowing and Landscape services

0.31 acres

Total: $6,545.84

Package Items

129.1 Turf Maintenance

Quantity: 43 UOM: Service Visits Annually Price: $45.00 Total: $1,935.00

129.2 Mulch Beds and Tree Rings

Quantity: 2 UOM: Service Visits Annually Price: $1,845.00 Total: $3,690.00

129.3 Turf Fertilization

Quantity: 1 UOM: Service Visits Annually Price: $81.00 Total: $81.00

129.4 Turf and Bed Pre-Emergent

Quantity: 2 UOM: Service Visits Annually Price: $88.00 Total: $176.00

129.5 Fire Ant Control

Quantity: 2 UOM: Service Visits Annually Price: $90.00 Total: $180.00

129.6 Bed Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $23.04 Total: $483.84

130

Package Header

Facilities -

Madelia Hilliard Center
803 West 8th St.

Mowing and Landscape services

0.37 acres

Total: $3,311.34

Package Items

130.1 Turf Maintenance

Quantity: 43 UOM: Service Visits Annually Price: $45.00 Total: $1,935.00

130.2 Mulch Beds and Tree Rings

Quantity: 2 UOM: Service Visits Annually Price: $205.00 Total: $410.00

130.3 Turf Fertilization

Quantity: 1 UOM: Service Visits Annually Price: $94.50 Total: $94.50

130.4 Turf and Bed Pre-Emergent

Quantity: 2 UOM: Service Visits Annually Price: $104.00 Total: $208.00

130.5 Fire Ant Control

Quantity: 2 UOM: Service Visits Annually Price: $90.00 Total: $180.00

130.6 Bed Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $23.04 Total: $483.84

131 **Package Header**

Facilities -

Parks Administration
1101 North College St.

Mowing and Landscape services

4.06 acres

Total: $28,228.09

Package Items

131.1 Turf Maintenance

Quantity: 43 UOM: Service Visits Annually Price: $480.00 Total: $20,640.00

131.2 Mulch Beds and Tree Rings

Quantity: 2 UOM: Service Visits Annually Price: $369.00 Total: $738.00

131.3 Turf Fertilization

Quantity: 1 UOM: Service Visits Annually Price: $270.00 Total: $270.00

131.4 Turf and Bed Pre-Emergent

Quantity: 2 UOM: Service Visits Annually Price: $320.00 Total: $640.00

131.5 Fire Ant Control

Quantity: 2 UOM: Service Visits Annually Price: $90.00 Total: $180.00

131.6 Bed Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $274.29 Total: $5,760.09

Package Header

132

Facilities -

Public Safety Complex
3600 D B Wood Rd.

Mowing and Landscape services

6.08 acres

Total: $51,895.91

Package Items

132.1 Turf Maintenance

Quantity: 43 UOM: Service Visits Annually Price: $900.00 Total: $38,700.00

132.2 Mulch Beds and Tree Rings

Quantity: 2 UOM: Service Visits Annually Price: $533.00 Total: $1,066.00

132.3 Turf Fertilization

Quantity: 1 UOM: Service Visits Annually Price: $675.00 Total: $675.00

132.4 Turf and Bed Pre-Emergent

Quantity: 2 UOM: Service Visits Annually Price: $800.00 Total: $1,600.00

132.5 Fire Ant Control

Quantity: 2 UOM: Service Visits Annually Price: $90.00 Total: $180.00

132.6 Bed Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $460.71 Total: $9,674.91

133

Package Header

Facilities -

Recreation Center
1103 North Austin Ave.

Mowing and Landscape services

4.00 acres

Total: $34,618.94

Package Items

133.1 Turf Maintenance

Quantity: 43 UOM: Service Visits Annually Price: $600.00 Total: $25,800.00

133.2 Mulch Beds and Tree Rings

Quantity: 2 UOM: Service Visits Annually Price: $184.50 Total: $369.00

133.3 Turf Fertilization

Quantity: 1 UOM: Service Visits Annually Price: $540.00 Total: $540.00

133.4 Turf and Bed Pre-Emergent

Quantity: 2 UOM: Service Visits Annually Price: $640.00 Total: $1,280.00

133.5 Fire Ant Control

Quantity: 2 UOM: Service Visits Annually Price: $90.00 Total: $180.00

133.6 Bed Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $307.14 Total: $6,449.94

134 Package Header

Facilities -

Tennis Center
400 Serenada Dr.

Mowing and Landscape services

3.98 acres

Total: $14,354.08

Package Items

134.1 Turf Maintenance

Quantity: 43 UOM: Service Visits Annually Price: $240.00 Total: $10,320.00

134.2 Mulch Beds and Tree Rings

Quantity: 2 UOM: Service Visits Annually Price: $0.01 Total: $0.02

134.3 Turf Fertilization

Quantity: 1 UOM: Service Visits Annually Price: $378.00 Total: $378.00

134.4 Turf and Bed Pre-Emergent

Quantity: 2 UOM: Service Visits Annually Price: $448.00 Total: $896.00

134.5 Fire Ant Control

Quantity: 2 UOM: Service Visits Annually Price: $90.00 Total: $180.00

134.6 Bed Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $122.86 Total: $2,580.06

135 Package Header

Facilities -

Westside Service Center
5501 Williams Dr.

Mowing and Landscape services

6.67 acres

Total: $37,379.70

Package Items

135.1 Turf Maintenance

Quantity: 43 UOM: Service Visits Annually Price: $629.26 Total: $27,058.18

135.2 Mulch Beds and Tree Rings

Quantity: 2 UOM: Service Visits Annually Price: $369.00 Total: $738.00

135.3 Turf Fertilization

Quantity: 1 UOM: Service Visits Annually Price: $783.00 Total: $783.00

135.4 Turf and Bed Pre-Emergent

Quantity: 2 UOM: Service Visits Annually Price: $928.00 Total: $1,856.00

135.5 Fire Ant Control

Quantity: 2 UOM: Service Visits Annually Price: $90.00 Total: $180.00

135.6 Bed Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $322.12 Total: $6,764.52

136 **Package Header**

Optional Sites/Services

-

The following service lines may be requested either on an as-needed basis or at the election of the Department and will follow the same specifications. The Department will contact the Successful Bidder and request a quote for optional services based on the pricing submitted. The City reserves the right to increase or decrease services, locations and cycles. All the services listed below will also be bid separately at a per unit price and/or as specified.

Total: $2,010.00

Package Items

136.1 Mowing

Quantity: 1 UOM: Per Acre Price: $55.00 Total: $55.00

136.2 Tractor Mowing

Quantity: 1 UOM: Per Acre Price: $65.00 Total: $65.00

136.3 Lawn Fertilization (Labor)

Quantity: 1 UOM: Per Hour Price: $40.00 Total: $40.00

136.4 Lawn Pest Control (Labor)

Quantity: 1 UOM: Per Hour Price: $40.00 Total: $40.00

136.5 Lawn and Plant Bed Pre-Emergent (Labor)

Quantity: 1 UOM: Per Hour Price: $40.00 Total: $40.00

136.6 Lawn and Plant Bed Post-Emergent (Labor)

Quantity: 1 UOM: Per Hour Price: $40.00 Total: $40.00

136.7 Fire Ant Preventative (Labor)

Quantity: 1 UOM: Per Hour Price: $40.00 Total: $40.00

136.8 Walkway and Curb Edging (Labor)

Quantity: 1 UOM: Per Hour Price: $40.00 Total: $40.00

136.9 Trimming (Labor)

Quantity: 1 UOM: Per Hour Price: $40.00 Total: $40.00

136.10 Sod Installation (Labor)

Quantity: 1 UOM: Per Hour Price: $40.00 Total: $40.00

136.11 Plant Bed and Tree Well Maintenance (Labor)

Quantity: 1 UOM: Per Hour Price: $40.00 Total: $40.00

136.12 Mulch Installation (Labor)

Quantity: 1 UOM: Per Hour Price: $40.00 Total: $40.00

136.13 Shrub/Plant Maintenance (Labor)

Quantity: 1 UOM: Per Hour Price: $40.00 Total: $40.00

136.14 Shrub/Plant Installation (Labor)

Quantity: 1 UOM: Per Hour Price: $40.00 Total: $40.00

136.15 Dead Plant Replacement (Labor)

Quantity: 1 UOM: Per Hour Price: $40.00 Total: $40.00

136.16 Native Landscaping Maintenance (Labor)

Quantity: 1 UOM: Per Hour Price: $40.00 Total: $40.00

136.17 Seasonal Color Installation (Labor)

Quantity: 1 UOM: Per Hour Price: $40.00 Total: $40.00

136.18 Prune Ground Cover (Labor)

Quantity: 1 UOM: Per Hour Price: $40.00 Total: $40.00

136.19 Weeding (Labor)

Quantity: 1 UOM: Per Hour Price: $40.00 Total: $40.00

136.20 Hard Surface Maintenance (Labor)

Quantity: 1 UOM: Per Hour Price: $40.00 Total: $40.00

136.21 Cleanup/Trash Pickup (Labor)

Quantity: 1 UOM: Per Hour Price: $40.00 Total: $40.00

136.22 Irrigation Repairs (Labor)

Quantity: 1 UOM: Per Hour Price: $130.00 Total: $130.00

136.23 Irrigation Repairs: Parts (% markup)

Quantity: 1 UOM: % Price: $100.00 Total: $100.00

136.24 Landscaping Products: Plants (% markup)

Quantity: 1 UOM: % Price: $100.00 Total: $100.00

136.25 Landscaping Products: Mulch (% markup)

Quantity: 1 UOM: % Price: $100.00 Total: $100.00

136.26 Landscaping Products: Sod (% markup)

Quantity: 1 UOM: % Price: $100.00 Total: $100.00

136.27 Landscaping Products: Trees (% markup)

Quantity: 1 UOM: % Price: $100.00 Total: $100.00

136.28 Landscaping Products: Lawn Fertilizer (% markup)

Quantity: 1 UOM: % Price: $100.00 Total: $100.00

136.29 Landscaping Products: Pre-Emergent (% markup)

Quantity: 1 UOM: % Price: $100.00 Total: $100.00

136.30 Landscaping Products: Post-Emergent (% markup)

Quantity: 1 UOM: % Price: $100.00 Total: $100.00

136.31 Landscaping Products: Fire Ant Preventative (% markup)

Quantity: 1 UOM: % Price: $100.00 Total: $100.00

136.32 Landscaping Products: Weed Preventative (% markup)

Quantity: 1 UOM: % Price: $100.00 Total: $100.00

137 **Package Header**

Addendum No. 1 - Parks

Pedernales Falls Drive
300 Pedernales Falls Drive

Mowing and Landscape services

2.03 acres

Total: $3,150.00

Package Items

137.1 Turf Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $150.00 Total: $3,150.00

138 Package Header

Addendum No. 1 - Parks

Westinghouse Road
1823 Westinghouse Road

Mowing and Landscape services

2.53 acres

Total: $3,933.72

Package Items

138.1 Turf Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $187.32 Total: $3,933.72

138.2 ***Line deleted as part of an Addendum***

138.3 ***Line deleted as part of an Addendum***

138.4 ***Line deleted as part of an Addendum***

138.5 ***Line deleted as part of an Addendum***

138.6 ***Line deleted as part of an Addendum***

139 Package Header

Addendum No. 2 - Parks

Austin Ave-1
406 N Austin Ave

Mowing and Landscape services

0.71 acres

Total: $4,725.00

Item Notes:

Reference Attachment I – Addendum No. 2 - Mapbook of Additional Parks Mowing

Reference Attachment J – Addendum No. 2 – Mowing Areas Adds Schedule

Package Items

139.1 Turf Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $225.00 Total: $4,725.00

140 **Package Header**

Addendum No. 2 - Parks

Austin Ave-2
S Austin Ave at W 2nd

Mowing and Landscape services

0.08 acres

Total: $1,968.75

Item Notes:

Reference Attachment I – Addendum No. 2 - Mapbook of Additional Parks Mowing

Reference Attachment J – Addendum No. 2 – Mowing Areas Adds Schedule

Package Items

140.1 Turf Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $93.75 Total: $1,968.75

141 Package Header

Addendum No. 2 - Parks

Blue Hole Parking-2
202 Rock Street

Mowing and Landscape services

0.06 acres

Total: $1,968.75

Item Notes:
Reference Attachment I – Addendum No. 2 - Mapbook of Additional Parks Mowing

Reference Attachment J – Addendum No. 2 – Mowing Areas Adds Schedule

Package Items

141.1 Turf Maintenance

Quantity: 21 UOM: Service Visits Annually Price: $93.75 Total: $1,968.75

Response Total: $1,082,836.07

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-909190

Date Filed:
07/12/2022

Date Acknowledged:
07/12/2022

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Heart of Texas Landscape & Irrigation Co., Inc.
Belton, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Georgetown, TX

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

22-0056-GS
lawn maintenance

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Christine Pickett, and my date of birth is 3-13-1956.

My address is 1514 South 45th Street (street), Temple (city), TX (state), 76504 (zip code), Bell (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Bell County, State of Texas, on the 12th day of July (month), 2022 (year).

CRUZ FABIAN
Notary ID #131143528
My Commission Expires
May 25, 2025

C Pickett / CFO
Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/30/2022

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

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

PRODUCER Evans, Ewan & Brady Ins 2404 Williams Drive Georgetown TX 78628-	**CONTACT NAME:** Lauren Muns **PHONE (A/C, No, Ext):** (512)869-1511 **FAX (A/C, No):** (512)863-5504 **E-MAIL ADDRESS:** lauren@eebins.com
INSURED Heart of Texas Landscape & Irrigation Co, Inc. P.O. Box 1236 Belton TX 76513-	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Accident Fund — 10166 **INSURER B :** EMC Insurance Companies — 21415 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY			5D73165	07/09/2022	07/09/2023	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			5E73165	07/09/2022	07/09/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			5J73165	07/09/2022	07/09/2023	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		N/A	WCV6169476	07/09/2022	07/09/2023	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y						E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The general liability policy includes a special endorsement with "Primary and Noncontributory" wording that provides blanket additional insured status to the certificate holder, as well as a blanket waiver of subrogation, but only when there is a written contract between the named insured and the certificate holder that requires such status as per form CG7578.3(5-15). The auto policy includes a special endorsement that provides blanket additional insured status to the certificate holder, as well as a blanket waiver of subrogation, but only when there is a written contract between the named insured and the certificate holder that requires such status as per form CA7450(11-15). An endorsement providing that 30 days' notice of cancellation [or coverage change] will be furnished to the certificate holder has been added to the general liability, auto, umbrella, and workers compensation policies as per form IL7447(5-15) WC 42 06 01 (01-94)

CERTIFICATE HOLDER

City of Georgetown
P.O. Box 409
Georgetown TX 78627-

AI 080640

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

T. K. Ewan Jr.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY ELITE EXTENSION – TEXAS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The COMMERCIAL GENERAL LIABILITY COVERAGE FORM is amended to include the following clarifications and extensions of coverage. The provisions of the Coverage Form apply unless modified by endorsement.

A. EXPECTED OR INTENDED INJURY

Section I – Coverage A, Exclusion **a.** is amended as follows:

a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

B. NON-OWNED WATERCRAFT

Section I – Coverage A, Exclusion **g.(2)** is amended as follows:

(2) A watercraft you do not own that is:

(a) Less than 60 feet long; and

(b) Not being used to carry person(s) or property for a charge;

C. EXTENDED PROPERTY DAMAGE COVERAGE

Section I – Coverage A, Exclusions **j.(3)** and **(4)** is amended to add the following:

Paragraphs **(3)** and **(4)** of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

SCHEDULE	
Limits Of Insurance	**Deductible**
$5,000 Each Occurrence	$250 Per Claim
$10,000 Annual Aggregate	

a. The each occurrence limit listed above is the most we will pay for all damages because of "property damage" to property in the care, custody and control of or property loaned to an insured as the result of any one "occurrence", regardless of the number of:

(1) insureds;

(2) claims made or "suits" brought;

(3) persons or organizations making claims or bringing "suits".

The aggregate limit listed above is the most we will pay for all damages because of "property damage" to property in the care custody and control of or property loaned to an insured during the policy period.

Any payment we make for damages because of "property damage" to property in the care, custody and control of or property loaned to an insured will apply against the General Aggregate Limit shown in the declarations.

b. Our obligation to pay damages on your behalf applies only to the amount of damages in excess of the deductible amount listed above. We may pay any part or all of the deductible amount listed above. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and upon notification by us, you will promptly reimburse us for that part of the deductible we paid.

c. If two or more coverages apply under one "occurrence", only the highest per claim deductible applicable to these coverages will apply.

d. Insurance provided by this provision is excess over any other insurance, whether primary, excess, contingent or any other basis. Since insurance provided by this endorsement is excess, we will have no duty to defend any claim or "suit" to which insurance provided by this endorsement applies if any other insurer has a duty to defend such a claim or "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

D. PROPERTY DAMAGE – ELEVATORS

Section I – Coverage A.2. Exclusions paragraphs **j.(3)**, **j.(4)**, **j.(6)** and **k.** do not apply to use of elevators.

This insurance afforded by this provision is excess over any valid and collectible property insurance (including any deductible) available to the insured and **Section IV – Commercial General Liability Conditions** Paragraph **4. Other Insurance.**

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E. FIRE, LIGHTNING OR EXPLOSION DAMAGE

Except where it is used in the term "hostile fire", the word fire includes fire, lightning or explosion wherever it appears in the Coverage Form.

Under **Section I – Coverage A,** the last paragraph (after the exclusions) is replaced with the following:

Exclusions **c.** through **n.** do not apply to damage by fire, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III – Limits of Insurance.**

F. MEDICAL PAYMENTS

If **Section I – Coverage C. Medical Payments Coverage** is not otherwise excluded from this Coverage Form:

The requirement, in the Insuring Agreement of Coverage **C.**, that expenses must be incurred and reported to us within **one year** of the accident date is changed to **three years**.

G. SUPPLEMENTARY PAYMENTS

Supplementary Payments – Coverages A and **B** Paragraphs **1.b.** and **1.d.** are replaced by the following:

1.b. Up to $5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

1.d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

H. SUBSIDIARIES AS INSUREDS

Section II – Who Is An Insured is amended to add the following:

1.f. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this policy. However, insured does not include any subsidiary that is an insured under any other general liability policy, or would have been an insured under such a policy but for termination of that policy or the exhaustion of that policy's limits of liability.

I. BLANKET ADDITIONAL INSUREDS – AS REQUIRED BY CONTRACT

1. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) subject to provisions in Paragraph **2.** below, (hereinafter referred to as additional insured) when you and such person(s) or organization(s) have agreed in a written contract or written agreement that such person(s) or organization(s) be added as an additional insured on your policy provided that the written contract or agreement is:
   a. Currently in effect or becomes effective during the policy period; and
   b. Executed prior to an "occurrence" or offense to which this insurance would apply.

   However, the insurance afforded to such additional insured:
   a. Only applies to the extent permitted by law; and
   b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured; and
   c. Applies only if the person or organization is not specifically named as an additional insured under any other provision of, or endorsement added to, **Section II – Who Is An Insured** of this policy.
2. As provided herein, the insurance coverage provided to such additional insureds is limited to:
   a. Any Controlling Interest, but only with respect to their liability arising out of their financial control of you; or premises they own, maintain, or control while you lease or occupy these premises.

   This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.
   b. Any architect, engineer, or surveyor engaged by you but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
   (1) In connection with your premises; or
   (2) In the performance of your ongoing operations.

   With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

   This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
   (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
   (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

c. Any manager or lessor of a premises leased to you, but only with respect to liability arising out of the ownership, maintenance or use of that part of a premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to be a tenant in that premises.

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

d. Any state or governmental agency or subdivision or political subdivision, subject to the following:

(1) This insurance applies only with respect to the following hazards for which any state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

(a) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or

(b) The construction, erection or removal of elevators; or

(c) The ownership, maintenance or use of any elevators covered by this insurance.

(2) This insurance applies only with respect to operations performed by you or on your behalf for which any state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

This insurance does not apply to:

(a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

e. Any vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

With respect to the insurance afforded to these vendors, the following additional exclusions apply:

(1) The insurance afforded any vendor does not apply to:

(a) "Bodily injury" or "property damage" for which any vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that any vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by any vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as any vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at any vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for any vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of any vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as any vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

f. Any Mortgagee, Assignee Or Receiver, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

g. Any Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

(1) This insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to lease that land;

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

h. Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

i. Any Owners, Lessees, or Contractors for whom you are performing operations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

(2) "Bodily injury" or "property damage" occurring after:

(a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

j. Any Grantor of Licenses to you, but only with respect to their liability as grantor of licenses to you.

Their status as additional insured under this endorsement ends when:

1. The license granted to you by such person(s) or organization(s) expires; or
2. Your license is terminated or revoked by such person(s) or organization(s) prior to expiration of the license as stipulated by the contract or agreement.

k. Any Grantor of Franchise, but only with respect to their liability as grantor of a franchise to you.

l. Any Co-owner of Insured Premises, but only with respect to their liability as co-owner of any insured premises.

m. Any Concessionaires Trading Under Your Name, but only with respect to their liability as a concessionaire trading under your name.

3. Any insurance provided to any additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence or willful misconduct of the additional insured or its agents, "employees" or any other representative of the additional insured.

4. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits of Insurance:**

If coverage provided to any additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

a. Required by the contract or agreement; or

b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

J. COVERAGE FOR INJURY TO CO-EMPLOYEES AND/OR YOUR OTHER VOLUNTEER WORKERS

Section II – Who is an Insured, Paragraph **2.a. (1)** is amended to add the following:

e. Paragraphs **(a), (b),** and **(c)** do not apply to your "employees" or "volunteer workers" with respect to "bodily injury" to a co-"employee" or other "volunteer worker".

Damages owed to an injured co-"employee" or "volunteer worker" will be reduced by any amount paid or available to the injured co-"employee" or "volunteer worker" under any other valid and collectible insurance.

K. HEALTH CARE SERVICE PROFESSIONALS AS INSUREDS - INCIDENTAL MALPRACTICE

Section II – Who is an Insured, Paragraph **2.a. (1) (d)** is amended as follows:

This provision does not apply to Nurses, Emergency Medical Technicians, or Paramedics who provide professional health care services on your behalf.

However this exception does not apply if you are in the business or occupation of providing any such professional services.

L. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Section II – Who Is An Insured, Paragraph **3.a.** is replaced by the following:

3.a. Coverage under this provision is afforded until the end of the policy period.

This provision does not apply if newly formed or acquired organizations coverage is excluded either by the provisions of the Coverage Form or by endorsements.

M. DAMAGE TO PREMISES RENTED TO YOU

Section III – Limits of Insurance, Paragraph **6.** is replaced by the following:

Subject to **5.a.** above, the Damage To Premises Rented To You Limit, or $500,000, whichever is higher, is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke or leakage from automatic protection systems, while rented to you or temporarily occupied by you with permission of the owner.

N. MEDICAL PAYMENTS – INCREASED LIMITS

Section III – Limits of Insurance, Paragraph **7.** is replaced by the following:

7. Subject to Paragraph **5.** above, $10,000 is the Medical Expense Limit we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person, unless the amount shown on the Declarations of this Coverage Part for Medical Expense Limit states:

(a) No Coverage; or

(b) $1,000; or

(c) $5,000; or

(d) A limit higher than $10,000.

O. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Section IV – Commercial General Liability Conditions Paragraph **2.** is amended to add the following:

1. The requirement in Condition **2.a.** that you must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim, applies only when the "occurrence" or offense is known to:

(1) You, if you are an individual or a limited liability company;

(2) A partner, if you are a partnership;

(3) A member or manager, if you are a limited liability company;

(4) An "executive officer" or insurance manager, if you are a corporation; or

(5) A trustee, if you are a trust.

2. The requirement in Condition **2.b.** that you must see to it that we receive notice of a claim or "suit" as soon as practicable will not be considered breached unless the breach occurs after such claim or "suit" is known to:

(1) You, if you are an individual or a limited ability company;

(2) A partner, if you are a partnership;

(3) A member or manager, if you are a limited liability company;

(4) An "executive officer" or insurance manager, if you are a corporation; or

(5) A trustee, if you are a trust.

P. PRIMARY AND NONCONTRIBUTORY – ADDITIONAL INSURED EXTENSION

Section IV – Commercial General Liability Conditions Paragraph **4. Other Insurance** is amended to add the following:

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

However, if the additional insured has been added as an additional insured on other policies, whether primary, excess, contingent or on any other basis, this insurance is excess over any other insurance regardless of the written agreement between you and an additional insured.

Q. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES

Section IV – Commercial General Liability Conditions Paragraph **6. Representations** is amended to add the following:

If you unintentionally fail to disclose any exposures existing at the inception date of your policy, we will not deny coverage under the Coverage Form solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

This provision does not apply to any known injury or damage which is excluded under any other provision of this policy.

R. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

Section IV – Commercial General Liability Condition Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of:

1. Your ongoing operations; or

2. "Your work" included in the "products-completed operations hazard".

However, this waiver applies only when you have agreed in writing to waive such rights of recovery in a contract or agreement, and only if the contract or agreement:

1. Is in effect or becomes effective during the term of this policy; and

2. Was executed prior to loss.

S. MENTAL ANGUISH

Section V – Definition 3. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from bodily injury, sickness or disease.

T. LIBERALIZATION

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTO ELITE EXTENSION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The BUSINESS AUTO COVERAGE FORM is amended to include the following clarifications and extensions of coverage. With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. TEMPORARY SUBSTITUTE AUTO PHYSICAL DAMAGE

Section I – Covered Autos Paragraph **C. Certain Trailers, Mobile Equipment, and Temporary Substitute Autos** is amended by adding the following:

If **Physical Damage Coverage** is provided by this coverage form for an "auto" you own, the **Physical Damage Coverages** provided for that owned "auto" are extended to any "auto" you do not own while used with the permission of its owner as a temporary substitute for the covered "auto" you own that is out of service because of breakdown, repair, servicing, "loss" or destruction.

The coverage provided is the same as the coverage provided for the vehicle being replaced.

B. AUTOMATIC ADDITIONAL INSUREDS

The **Who Is An Insured** provision under **Covered Autos Liability Coverage** is changed to include the following as an "insured":

1. Where Required by a Contract or Agreement the following is added:

The **Who Is An Insured** provision contained in the **Business Auto Coverage Form** is amended to add the following:

Any person or organization whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability covered by the terms of this policy, arising out of the use of a covered "auto" you own, hire or borrow and resulting from the acts or omissions by you, any of your "employees" or agents. The insurance provided herein will not exceed:

(1) The coverage and/or limits of this policy, or

(2) The coverage and/or limits required by said contract or agreement,

whichever is less.

C. EMPLOYEES AS INSUREDS

The following is added to the **Section II – Covered Autos Liability Coverage,** Paragraph **A.1. Who Is An Insured** provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. EMPLOYEE HIRED AUTOS

1. **Changes In Covered Autos Liability Coverage**

The following is added to the **Who Is An Insured** provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. **Changes In General Conditions**

Paragraph **5.b.** of the **Other Insurance** Condition in the Business Auto Coverage Form is replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

a. Any covered "auto" you lease, hire, rent or borrow; and

b. Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

E. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Section II – Covered Autos Liability Coverage, A.1. Who Is An Insured is amended by adding the following:

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Any organization which you acquire or form after the effective date of this policy in which you maintain ownership or majority interest. However:

(1) Coverage under this provision is afforded only up to 180 days after you acquire or form the organization, or to the end of the policy period, whichever is earlier.

(2) Any organization you acquire or form will not be considered an "insured" if:

(a) The organization is a partnership or a joint venture; or

(b) That organization is covered under other similar insurance.

(3) Coverage under this provision does not apply to any claim for "bodily injury" or "property damage" resulting from an "accident" that occurred before you formed or acquired the organization.

F. SUBSIDIARIES AS INSUREDS

Section II – Covered Autos Liability Coverage, A.1. Who Is An Insured is amended by adding the following:

Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this policy. However, "insured" does not include any subsidiary that is an "insured" under any other automobile liability policy or was an "insured" under such a policy but for termination of that policy or the exhaustion of the policy's limits of liability.

G. SUPPLEMENTARY PAYMENTS

Section II – Covered Autos Liability Coverage, A.2.a. Coverage Extensions, Supplementary Payments (2) and **(4)** are replaced by the following:

(2) Up to $5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

H. FELLOW EMPLOYEE COVERAGE

In those jurisdictions where, by law, fellow employees are not entitled to the protection afforded to the employer by workers compensation exclusivity rule, or similar protection. The following provision is added:

Subparagraph **5.** of Paragraph **B. Exclusions** in **Section II – Covered Autos Liability Coverage** does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

I. TOWING

Section III – Physical Damage Coverage, A.2. Towing is replaced with the following:

We will pay for towing and labor costs incurred, subject to the following:

a. Up to $100 each time a covered "auto" of the private passenger type is disabled; or

b. Up to $500 each time a covered "auto" other than the private passenger type is disabled.

However, the labor must be performed at the place of disablement.

J LOCKSMITH SERVICES

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to $250 per occurrence for necessary locksmith services for keys locked inside a covered private passenger "auto". The deductible is waived for these services.

K. TRANSPORTATION EXPENSES

Section III – Physical Damage Coverage, A.4. Coverage Extensions Subparagraph **a. Transportation Expenses** is replaced by the following:

(1) We will pay up to $75 per day to a maximum of $2,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Cause Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expirations, when the covered "auto" is returned to use or we pay for its "loss".

(2) If the temporary transportation expenses you incur arise from your rental of an "auto" of the private passenger type, the most we will pay is the amount it costs to rent an "auto" of the private passenger type which is of the same like kind and quality as the stolen covered "auto".

L. AUDIO, VISUAL, AND DATA ELECTRONIC EQUIPMENT COVERAGE ADDED LIMITS

Audio, Visual, And Data Electronic Equipment Coverage Added Limits of $5,000 Per "Loss" are in addition to the sublimit in Paragraph **C.1.b.** of the **Limits Of Insurance** provision under **Section III – Physical Damage Coverage**.

M. HIRED AUTO PHYSICAL DAMAGE

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss, or Collision coverage is provided for any "auto" you own, then the Physical Damage coverages provided are extended to "autos" you hire, subject to the following limit and deductible:

(1) The most we will pay for loss to any hired "auto" is the lesser of Actual Cash Value or Cost of Repair, minus the deductible.

(2) The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning.

(3) Subject to the above limit and deductible provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will pay up to $1,000, in addition to the limit above, for loss of use of a hired auto to a leasing or rental concern for a monetary loss sustained, provided it results from an "accident" for which you are legally liable.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

N. AUTO LOAN OR LEASE COVERAGE

Section III – Physical Damage Coverage Paragraph **A.4. Coverage Extensions** is amended by the addition of the following:

In the event of a total "loss" to a covered "auto" which is covered under this policy for Comprehensive, Specified Cause of Loss, or Collision coverage, we will pay any unpaid amount due, including up to a maximum of $500 for early termination fees or penalties, on the lease or loan for a covered "auto", less:

1. The amount paid under the **Physical Damage Coverage Section** of the policy; and
2. Any:
   - **a.** Overdue lease/loan payments at the time of the "loss";
   - **b.** Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
   - **c.** Security deposits not returned by the lessor;
   - **d.** Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
   - **e.** Carry-over balances from previous loans or leases.

   Coverage does not apply to any unpaid amount due on a loan for which the covered "auto" is not the sole collateral.

O. PERSONAL PROPERTY OF OTHERS

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to $500 for loss to personal property of others in or on your covered "auto."

This coverage applies only in the event of "loss" to your covered "auto" caused by fire, lightning, explosion, theft, mischief or vandalism, the covered "auto's" collision with another object, or the covered "auto's" overturn.

No deductibles apply to this coverage.

P. PERSONAL EFFECTS COVERAGE

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to $500 for "loss" to your personal effects not otherwise covered in the policy or, if you are an individual, the personal effects of a family member, that is in the covered auto at the time of the "loss".

For the purposes of this extension personal effects means tangible property that is worn or carried by an insured including portable audio, visual, or electronic devices. Personal effects does not include tools, jewelry, guns, money and securities, or musical instruments

Q. EXTRA EXPENSE FOR STOLEN AUTO

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to $1,000 for the expense incurred returning a stolen covered "auto" to you because of the total theft of such covered "auto". Coverage applies only to those covered "autos" for which you carry Comprehensive or Specified Causes Of Loss Coverage.

R. RENTAL REIMBURSEMENT

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

1. This coverage applies only to a covered "auto" for which **Physical Damage Coverage** is provided on this policy.
2. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.
3. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days.

a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or

b. 30 days.

4. Our payment is limited to the lesser of the following amounts:

a. Necessary and actual expenses incurred; or

b. $75 per day, subject to a $2,250 limit.

5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage – Transportation Expense Coverage Extension included in this endorsement.

7. Coverage provided by this extension is excess over any other collectible insurance and/or endorsement to this policy.

S. AIRBAG COVERAGE

Section III – Physical Damage Coverage, B.3.a. Exclusions is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

T. NEW VEHICLE REPLACEMENT COST

The following is added to Paragraph **C. Limit Of Insurance** of **Section III – Physical Damage Coverage**

In the event of a total "loss" to your new covered auto of the private passenger type or vehicle having a gross vehicle weight of 20,000 pounds or less, to which this coverage applies, we will pay at your option:

a. The verifiable new vehicle purchase price you paid for your damaged vehicle, not including any insurance or warranties.

b. The purchase price, as negotiated by us, of a new vehicle of the same make, model, and equipment, or most similar model available, not including any furnishings, parts, or equipment not installed by the manufacturer or their dealership.

c. The market value of your damaged vehicle, not including any furnishings, parts, or equipment not installed by the manufacturer or their dealership.

We will not pay for initiation or set up costs associated with a loans or leases.

For the purposes of this coverage extension a new covered auto is defined as an "auto" of which you are the original owner that has not been previously titled which you purchased less than 180 days prior to the date of loss.

U. LOSS TO TWO OR MORE COVERED AUTOS FROM ONE ACCIDENT

Section III – Physical Damage Coverage, D. Deductible is amended by adding the following:

If a Comprehensive, Specified Causes of Loss or Collision Coverage "loss" from one "accident" involves two or more covered "autos", only the highest deductible applicable to those coverages will be applied to the "accident".

If the application of the highest deductible is less favorable or more restrictive to the insured than the separate deductibles as applied in the standard form, the standard deductibles will apply.

This provision only applies if you carry Comprehensive, Collision or Specified Causes of Loss Coverage for those vehicles, and does not extend coverage to any covered "autos" for which you do not carry such coverage.

V. WAIVER OF DEDUCTIBLE – GLASS REPAIR OR REPLACEMENT

Section III – Physical Damage Coverage, D. Deductible is amended by adding the following:

If a Comprehensive Coverage deductible is shown in the Declarations it does not apply to the cost of repairing or replacing damaged glass.

W. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS

Section IV – Business Auto Conditions, A.2. Duties In The Event Of Accident, Claim, Suit Or Loss is amended by adding the following:

Your obligation to notify us promptly of an "accident", claim, "suit" or "loss" is satisfied if you send us the required notice as soon as practicable after your Insurance Administrator or anyone else designated by you to be responsible for insurance matters is notified, or in any manner made aware, of an "accident", claim, "suit" or "loss".

X. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY

Subparagraph **5.** of Paragraph **A. Loss Conditions** of **Section IV – Business Auto Conditions** is deleted in its entirety and replaced with the following.

Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

However, we waive any right of recovery we may have against any person, or organization with whom you have a written contract, agreement or permit executed prior to the "loss" that requires a waiver of recovery for payments made for damages arising out of your operations done under contract with such person or organization.

Y. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES

Section IV – Business Auto Conditions, B.2. Concealment, Misrepresentation, Or Fraud is amended by adding the following:

If you unintentionally fail to disclose any exposures existing at the inception date of this policy, we will not deny coverage under this Coverage Form solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Z. MENTAL ANGUISH

Section V – Definitions, C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from bodily injury, sickness or disease.

AA. LIBERALIZATION

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

COMMERCIAL INTERLINE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION PROVIDED BY US TO PERSON(S) OR ORGANIZATION(S) WITH WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT OR AGREEMENT

This policy is subject to the following additional Conditions:

If we cancel this policy by notice to the first Named Insured, for any statutorily permitted reason other than for non-payment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to any person(s) or organization(s) with whom you have agreed in a written contract or agreement to provide such person(s) or organization(s) with a notice of cancellation but only if:

1. You have provided the name and address of such person(s) or organization(s) to your authorized agent; and
2. Your authorized agent provides us with that list within three (3) business days from the date we request it from them.

If notice is mailed, proof of mailing to the last known mailing address of such person(s) or organization(s) will be sufficient proof of notice.

Failure to provide such notice to such person(s) or organization(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon us, our agents or our representatives.

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TEXAS NOTICE OF MATERIAL CHANGE ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

In the event of cancelation or other material change of the policy, we will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

1. Number of days advance notice: 30
2. Notice will be mailed to:

City of Georgetown
P.O. Box 409,
Georgetown, TX,
78627

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 07/09/2021 Policy No. WCV6169476 Endorsement No.
Insured HEART OF TEXAS LANDSCAPE &IRRIGATION CO INC

Insurance Company AFICA

Countersigned by

WC 42 06 01
(Ed. 01-94)

City of Georgetown, Texas
City Council
August 25, 2026

SUBJECT:
YMCA Construction Agreement

SUGGESTED ACTION:
Consideration and possible action to approve a Construction Agreement between the City of Georgetown and the YMCA of Central Texas for the construction of a new recreational facility at 6100 Williams Drive, including the City's participation through up to $10,000,000.00 in voter-approved bond proceeds, and to approve the Construction Manager at Risk Contract between the YMCA of Central Texas and Chasco Constructors, Ltd LLP -- Jack Daly, Assistant City Manager

ITEM SUMMARY:
The proposed Construction Agreement between the City of Georgetown and the YMCA of Central Texas establishes the basis for construction of a new recreational facility at 6100 Williams Drive. The City is authorized to contribute up to $10,000,000.00 from 2023 voter-approved general obligation bond proceeds toward the project. The facility will be jointly owned by the City and YMCA, with the City's ownership interest based on the City contribution and total construction cost as described in the Agreement and subject to later adjustment pursuant to the related Operating Agreement. The facility must contain at least 52,000 square feet and incorporate specified recreational amenities and required features.

The Agreement limits the City's construction funding obligation to available bond proceeds and establishes controls on how those funds may be disbursed. The YMCA is responsible for costs exceeding the City's contribution, as well as land acquisition, design and professional services, permitting and development costs, insurance, unapproved change orders, utilities, easements, and other designated project costs. City reimbursements are limited to eligible costs under the publicly procured construction contract, may be requested no more than monthly, and are subject to a $2,000,000.00 per-draw cap, documentation, inspection, and YMCA compliance with the Agreement. The City also agrees to waive certain general contractor plan review, permit, and utility impact fees associated with the project.

Before the City's obligations become effective, the YMCA must satisfy several conditions, including completing required platting and development approvals, conveying the City's ownership interest in the property, providing required easements, obtaining approval of the applicable construction contracts, and demonstrating financial capacity sufficient to fund the balance of the project. Per the Agreement, the YMCA must commence construction within 90 days after the initial bond issuance and complete the project and utilities within 24 months after the commencement deadline, subject to specified extensions for force majeure and governmental delays.

Before the City's obligations become effective, the YMCA must satisfy several conditions, including completing required platting and development approvals, conveying the City's ownership interest in the property, providing required easements, obtaining approval of the applicable construction contracts, and demonstrating financial capacity sufficient to fund the balance of the project. Per the Agreement, the YMCA must commence construction within 90 days after the initial bond issuance

and complete the project and utilities within 24 months after the commencement deadline, subject to specified extensions for force majeure and governmental delays. Of note, the YMCA and City held a groundbreaking ceremony for the project in May 2026, marking the beginning of project construction activities.

The YMCA must construct all utilities and obtain necessary easements at its sole cost, maintain sufficient funding to complete the project, and may not materially reduce or alter required project features without City approval. The City retains inspection, audit, payment-withholding, default, and other enforcement rights. The Agreement remains in effect until the City's bond debt is fully paid unless earlier terminated, and neither party may sell or transfer its ownership interest while bond debt remains outstanding. Construction, ownership, and long-term operation of the facility are also governed by the accompanying Operating Agreement, which is being presented for City Council consideration on the same agenda.

FINANCIAL IMPACT:
$10,000,000.00 from 2023 voter-approved general obligation bonds.

SUBMITTED BY:
Danella Elliott, City Manager's Office

ATTACHMENTS:
YMCA Construction Agreement - Final Clean.pdf
A133-2019 Georgetown YMCA Final Executed 2.6.2025.pdf

STATE OF TEXAS	§	**CONSTRUCTION AGREEMENT**
	§	**FOR NEW RECREATIONAL FACILITY**
COUNTY OF WILLIAMSON	§	
	§	**CITY OF GEORGETOWN AND**
CITY OF GEORGETOWN	§	**YMCA OF CENTRAL TEXAS**

This Construction Agreement for New Recreational Facility ("**Agreement"**) is by and between the City of Georgetown (**"City"**), a Texas home rule city and municipal corporation, and the Young Men's Christian Association of Central Texas, a Texas non-profit corporation ("**YMCA"**). The City and the YMCA are sometimes referred to collectively in this Agreement as the "**Parties"** and individually as a "**Party."**

ARTICLE 1. RECITALS

1.01 WHEREAS, in February 2023, the City hired two consultants, Barker Rinker Seacat and FGM Architects, to prepare an indoor recreation feasibility study to assist the City's Parks & Recreation Department Staff Advisory Committee and City Council in evaluating the City's recreational needs ("**Study"**).

1.02 WHEREAS, the Study concluded, among other things, that construction of a new indoor recreation center on the west side of the City was a top priority.

1.03 WHEREAS, during the course of the Study, the YMCA advised the City of YMCA's plans to construct, own, operate, and maintain a new recreation center in a location that could also serve the west side of the City, at 6100 Williams Drive, Georgetown, Texas 78633-2015, consisting of an 11.40 acre (+/-) tract of land described in more detail in that certain "Special Warranty Deed" dated January 9, 2024 from Wellspring United Methodist Church, Inc., a Texas nonprofit corporation also known as Wellspring, a United Methodist Community of Faith, to the YMCA recorded in the Official Public Records of Williamson County, Texas as Document No. 2024002229 and also described on the attached ***Exhibit A*** (**"Site"**).

1.04 WHEREAS, the Site was annexed into the City limits by Ordinance No. 2024-37 (together with the Church Site and a portion of Williams Drive), and is large enough to accommodate the additional areas and features required to meet the needs of City residents on the west side of the City, if the City participates financially in the construction of such an enlarged facility on the Site.

1.05 WHEREAS, the YMCA is a non-profit organization described in Section 501(c)(3) of the Internal Revenue Code of 1986 that is exempt from federal income taxes under Section 501(a) of the Internal Revenue Code and whose goals and objectives align with the goals and objectives of the City's Parks & Recreation Department with regard to recreational opportunities.

1.06 WHEREAS, the City and the YMCA entered into that certain "Memorandum of Understanding between the City of Georgetown and the YMCA of Central Texas," dated to be effective on October 10, 2023 ("**MOU**"), in which the City and the YMCA agreed upon an outline of the general terms and conditions under which the YMCA would, at no cost to the City, acquire title to the Site and pay 100% of the design (and/or re-design) costs for a new recreational facility that meets the City's needs, and the City would participate in some of the construction costs of a new facility on the Site if, among other things: (i) voters approved a bond measure authorizing the City to issue municipal bonds to fund the City's share of construction costs of the new facility; (ii) the new facility was constructed in accordance with the City's procurement processes (for the elements paid for with Bonds); (iii) the new facility was jointly owned by the City and the YMCA; (iv) the new facility was sized and designed to include spaces and functional features meeting the needs of the City such as an additional full sized gymnasium, classroom space, additional fitness rooms for group fitness classes, open fitness areas, and other recreational spaces; (v) the new facility included a community room available for exclusive City use free of charge one time monthly and the entire facility was available for exclusive City use free of charge one time annually; (vi) YMCA discounted its monthly membership fees for usage of the new facility for all City residents by at least twenty percent (20%) or a cost equivalent to membership at City recreation centers ; and (vii) relieved the City from all obligations to bear any operational expenses, capital expenses, and revenue expenses related to the new facility, except as otherwise specifically agreed by the City in the Operating Agreement.

1.07 WHEREAS, the City called a November 7, 2023, election for a bond package that included "Proposition D – The issuance of $10,000,000 bonds by the City of Georgetown, Texas for a jointly owned YMCA Recreation Center operated by the YMCA of Central Texas, expected to be located at 6100 Williams Drive, Georgetown, Texas and the imposition of taxes sufficient to pay the principal of and interest on the bonds" ("**Bond Measure"**).

1.08 WHEREAS, the City's written bond election materials provided that the City's capital contribution to the proposed new recreational facility to be constructed on the Site would be capped at $10,000,000, that the YMCA will pay all operating expenses of the new recreation facility, and that the new facility would feature wellness space, multi-purpose areas, , and a larger pool than currently available at the City's other recreation facilities, together with childcare, and youth programming. , and discounted memberships for City residents

1.09 WHEREAS, the Bond Measure was approved by the voters in November 2023, with 51.48% of voters voting in favor and 48.52% of voters voting against.

1.10 WHEREAS, prior to the Effective Date, the Architect prepared the Design Documents, and the City issued City Request for Proposal No. 202466 related to the construction of the Publicly Procured Project Elements using the Construction Manager at Risk procedure described in Chapter 2269, Subchapter F of the Texas Government Code.

1.11 WHEREAS, in entering into the MOU, placing the Bond Measure on the November 2023 ballot, initiating the Construction Manager at Risk process for construction of the Publicly Procured Project Elements, and entering into this Agreement and the Operating Agreement , the City is relying on the experience and expertise of the YMCA in conducting programs for families at its branches in Round Rock and Cedar Park and in providing recreational and character-building programs for adults and youth, and has determined that the residents of the City will derive substantial benefits from the activities and programs to be provided and conducted by the YMCA at a new recreational facility constructed on the Site, and through reciprocal membership privileges at other YMCAs locally and nationally as stipulated by the individual YMCA association.

1.12 WHEREAS, it is the mutual desire of the City and the YMCA that construction of the new recreational facility be funded in part by the City and in part by the YMCA, be jointly owned by the City and the YMCA, be designed and constructed by the YMCA with input from the City and consistent with this Agreement, and operated and maintained by YMCA consistent with that certain "Operations Agreement" relating to the operation, maintenance, and management of the New Recreational Facility entered into on even date herewith.

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 2. GENERAL

2.01 Effect of Recitals. The foregoing RECITALS: (1) are part of this Agreement for all purposes; (2) are true and correct; and (3) each Party has relied upon such Recitals in entering into this Agreement.

2.02 Related Documents. All resolutions and ordinances referenced in this Agreement (e.g., the Bond Ordinance, the City Code of Ordinances, the City's Unified Development Code), together with all other documents referenced in this Agreement (e.g., the Operating Agreement, the Design Documents, the Wastewater Construction

Plans, and the Public Construction Contract, and the Private Construction Contract(s)) (collectively, the "**Related Documents**.") are incorporated as part of this Agreement for all purposes as if such resolutions, ordinances, and other documents were set forth in their entirety in or as exhibits to this Agreement.

2.03 Capitalized Terms. The capitalized terms used in this Agreement shall have the meanings given to them in **Section 2.04** and **Article 3**.

2.04 References. Unless otherwise defined in **Article 3** or elsewhere in this Agreement: (1) all references to "**Sections**" shall mean Sections of this Agreement; (2) all references to "**Exhibits**" shall mean exhibits to this Agreement, all of which are incorporated into this Agreement for all purposes by this reference; and (3) all references to "ordinances" or "resolutions" shall mean ordinances or resolutions adopted by the City Council.

ARTICLE 3. DEFINITIONS

3.01 "Agreement" means this document.

3.02 "Applicable Laws" means all laws or statutes, rules, or regulations of the State of Texas or the United States, as the same may be amended, by which the City and its powers, securities, operations, and procedures are, or may be, governed or from which its powers may be derived. The term also includes, without limitation, this Agreement, the Related Documents, the City's Code of Ordinances, Unified Development Code, Development Manual, Construction Manual, and all other City or City-adopted or City-approved ordinances, resolutions, orders, codes, specifications, standards, policies, manuals, and other actions of the City pertaining to the design, construction, and funding of the Project, as the same may be amended from time to time. As to Utilities, the term shall mean and include all laws or statutes, rules, regulations or other requirements of the utility service provider who will accept the Utilities for ownership and maintenance. As to the Public Construction Contract, the term includes all federal, state, and local procurement laws applicable to the City.

3.03 "Approved Form" means (a) as to an Easement, an easement in the form promulgated by the City, available online at https://realestate.georgetown.org/convey-property-to-the-city/ (as said website address and contents may be updated from time to time), as said City-promulgated forms may be revised by the City from time to time, bearing the City Attorney's signature confirming that it is "Approved as to Form" prior to recordation in the Official Public Records of Williamson County, Texas; and (b) as to the City Deed, a deed conveying to the City its Initial Ownership Interest and if needed, and any adjusted interest required pursuant to Section 5.10 , acceptable in form and

substance to the City Attorney and having only those exceptions to title approved by the City Attorney, and bearing the City Attorney's signature confirming that it is "Approved as to Form" before recordation in the Official Public Records of Williamson County, Texas.

3.04 "Architect" means the licensed professional architect registered to practice in the State of Texas and qualified to design the Project who is retained by the YMCA to prepare the Design Documents and provide professional architect services during construction of the Project.

3.05 "Architectural Standards" means those design standards set forth on ***Exhibit B***.

3.06 "Bonds" means the tax-exempt bonds issued by the City Council pursuant to the Bond Measure, including refunding bonds.

3.07 "Bond Amount" means amount of TEN MILLION DOLLARS ($10,000,000).

3.08 "Bond Issuance" means issuance of Bonds in one or more series up to TEN MILLION DOLLARS ($10,000,000) pursuant to the Bond Measure and this Agreement, as approved by the Texas Attorney General.

3.09 "Bond Measure" has the meaning given in **Section 1.07**.

3.10 "Bond Ordinance" means and refers to the ordinance or ordinances of the City Council that will authorize and approve the issuance and sale of the Bonds and provide for their security and payment.

3.11 "Bond Proceeds" means the proceeds derived from the issuance and sale of the Bonds (or a series of Bonds, if the Bonds are issued in more than one issuance) that are deposited and made available to pay the City's Actual Costs in accordance with the applicable Bond Ordinance. The term shall not include any costs of issuance of the Bonds.

3.12 "Bond Security" means the ad valorem taxes levied by the City Council, within the limits prescribed by law, on all taxable property located within the City that are to be pledged pursuant to the Bond Ordinance to the payment of the debt service requirements on the Bonds.

3.13 "Church Tract" means the 11.76-acre tract of land described in that certain "Warranty Deed" between Georgetown Woodland Park Ltd. and Wellspring, a United Methodist Community of Faith, dated September 21, 2021, and recorded as Document No. 2001070398 in the Official Public Records of Williamson County, Texas.

3.14 "CMR" means the Construction Manager at Risk who enters into the Public Construction Contract for construction of the Publicly Procured Project Elements.

3.15 "City" means the City of Georgetown, Texas.

3.16 "City Council" means the City Council of the City.

3.17 "City Deed" means the instrument or instruments in Approved Form conveying to the City its Initial Ownership Interest in the Site and the Project to be constructed thereon and any additional interest required pursuant to Section 5.10.

3.18 "City Deed Conveyance Documentation" means and includes the following documents: (a) a current title commitment in favor of the City subject only to the standard, pre-printed exceptions that are part of the promulgated form of Texas title insurance policies; (b) an ownership and lien affidavit covering the Site; (c) a copy of the recorded instrument confirming that YMCA has paid in full all amounts due under that certain "Deed of Trust, Security Agreement and Fixture Filing," recorded in the Official Public Records of Williamson County, Texas as Document No. 2024002230, as well as all other note or loan payoff documentation (if any); (d) a copy of the recorded instrument evidencing waiver or release from the Deed Restrictions recorded under Document Nos. 2001070397 and 2001067878, Official Public Records of Williamson County, Texas binding on all current and future affected landowners; (e) a policy of title insurance in the amount of the fair market value of the Site in favor of the City together with a copy of the title insurance policy for the Site; (f) the closing disclosure; (g) escrow account statements; (h) proof of insurance required by ***Exhibit F*** (i) the certificate of title; and (j) a written representation and warranty by YMCA that the Site can be used for the Project as contemplated by this Agreement .

3.19 "City Manager" means the City Manager of the City.

3.20 "City Representative" means the persons duly authorized by the City Council to undertake the actions referenced herein. As of the Effective Date, the City Representatives are: (a) the City's the current CIP Manager, Jennifer Bettiol, who can be reached by email at Jennifer.Bettiol@georgetown.org, and by telephone at (512) 930-6681; and (b) those persons, boards, or commissions duly authorized by the City Council to act on behalf of the City in its regulatory capacity with regard to platting, zoning, site plan approval, permitting, technical plan approvals, inspections, and similar regulatory activities of the City. The City Manager may change the City Representatives from time to time in the City Manager's sole discretion and shall promptly notify YMCA of any such change.

3.21 "City's Actual Costs" means the total cumulative amount, up to but not to exceed, the amount of the Bond Proceeds, paid by the City under this Agreement pursuant to City-approved Draw Requests for work performed under the Public Construction Contract.

3.22 "City's Financial Contribution" means the lesser of the following amounts: (a) the City's Actual Costs, or (b) the amount of the Bond Proceeds.

3.23 "City's Project Fund" means the fund, including any accounts or subaccounts created within such fund, established by the City under a Bond Ordinance (and segregated from all other funds of the City) into which the City deposits the Bond Proceeds, which funds the Parties agree shall be the sole source of funding of the City's Financial Contribution.

3.24 "City Share" shall have the meaning given in the Operating Agreement.

3.25 "Commence" or "Commences" or "Commencement" means the date when the YMCA has begun actual physical demolition, clearing, or excavation of the Site for the New Recreation Facility, and after which date the work on the Project continues on a regular basis until Completion of the Project.

3.26 "Commencement Deadline" has the meaning given in **Section 5.08.**

3.27 "Complete" or "Completed" or "Completion" shall mean and be deemed to have occurred for the New Recreational Facility, as applicable, on the date all the following events have occurred for said portion of the Project:

- The CMR has certified in writing that construction of the New Recreational Facility is substantially complete such that it is capable of being fully operational for their intended purposes pending final acceptance for joint ownership by the City and the YMCA and the City Representative identified in **Section 3.20(b)** has issued a Certificate of Occupancy permit for the New Recreational Facility pursuant to Section 15.02.020 of the City's Code of Ordinances; and
- As to the Indoor Pool, the Private Construction Contractor has certified in writing to the City and the YMCA that construction of the Indoor Pool is complete and the Indoor Pool is fully operational and capable of being used for its intended purpose; and
- as to the Public Wastewater Line, the City Representative identified in **Section 3.20(b)** has accepted the improvement for ownership, operation, and maintenance; and

- as to all engineered improvements, the design Engineer has certified in writing to the City and the YMCA that the improvements are complete and has provided record drawings for same; and
- all testing and inspections by the City and the YMCA have been successfully conducted, all final written approvals required for use, operation and maintenance have been obtained, and the City and the YMCA have accepted the improvements for joint ownership in writing; and

3.28 "Completion Deadline" has the meaning given in **Section 5.09.**

3.29 "Deed Restrictions" means those restrictions contained in the following documents: (a) that certain September 21, 2004, Warranty Deed with Vendor's Lien between Georgetown Woodland Park, Ltd., a Texas limited partnership, as grantor, and Wellspring, a United Methodist Community of Faith, as grantee, recorded under Document No. 2001070397, Official Public Records of Williamson County, Texas; (b) that certain 2001 Full and Final Settlement Agreement and Release Agreement, by and between Wellspring, a United Methodist Community of Faith and multiple Landowners (therein so called), recorded under Document No. 2001067878, Official Public Records of Williamson County, Texas and the "Deed Restrictions" attached thereto.

3.30 "Design Documents" means the detailed drawings and specifications prepared by the Architect and/or Engineer for the Publicly Procured Project Elements and the Privately Procured Project Elements, that are a component part of the Public Construction Contract and/or Private Construction Contracts (as applicable), consisting of, at a minimum, civil and architectural site plans, floor plans, and roof plans showing all aspects of the Project at the correct size and shape; enlarged floor plans as required to communicate design intent; exterior elevations with architectural finish designations subject to final construction detailing; representative interior finish plans and elevations; narratives, and preliminary drawings describing proposed building systems; statistics describing building floor areas and room/area types/purposes; and updated perspective renderings that are prepared by or on behalf of Architect and/or the Engineer. The Design Documents must conform to the Architectural Standards attached as ***Exhibit B*** unless a variance or exception to the Architectural Standards has been granted through the City's development process and pursuant to the Unified Development Code.

3.31 "Default" has the meaning given in **Section 8.05(a).**

3.32 "Draw Date" means the date that is one day after the date that the Bond Proceeds deposited into the City's Project Fund are available for withdrawal.

3.33 "Draw Request" means a certificate (substantially in the form of ***Exhibit C-1***, or in another form mutually pre-approved in writing approved by the YMCA Representative and the City Representative identified in **Section 3.20(a)** including the same information, representations, and certifications as set forth in ***Exhibit C-1***) executed by the YMCA Representative and the other authorized representatives of the YMCA shown thereon, submitted to the City Representative not more frequently than one time per calendar month, , specifying the work performed and the amount charged (including materials and labor costs) for work performed under the Public Construction Contract, including supporting documentation, and requesting payment of no more than the amount of the Per Draw Payment Cap from the City's Project Fund.

3.34 "Draw Procedure" means the procedures set forth in ***Exhibit C-2*** for submitting and processing Draw Requests

3.35 "Easements" means, collectively, easements in favor of the City for the Public Wastewater Line and any other City Utility; easements in favor of another utility provider providing utility services to the Site; and temporary and/or permanent access easements providing access to all such utility infrastructure.

3.36 "Easement Conveyance Documents" shall mean and include all of the following, for each Easement: a draft easement instrument in Approved Form; the legal description (metes and bounds or platted lot) and map or sketch of the proposed easement area prepared by a licensed surveyor registered to practice in the State of Texas; and a current title commitment in favor of the City subject only to the standard, pre-printed exceptions that are part of the promulgated form of Texas title insurance policies; an ownership and lien affidavit covering the easement area; a policy of title insurance for the land to the City in reflecting a value of $1.00 per square foot for utility easements, or for other easements, an appraised value, as applicable, consistent with the City's Policies and Procedures for Conveying Property/Property Rights to the City of Georgetown, Texas.

3.37 "Effective Date" means the latest date accompanying the signature lines of each of the duly authorized representatives of the Parties below on this Agreement.

3.38 "Engineer" means the registered professional engineer licensed to practice in the State of Texas retained by the YMCA to provide engineering services for the Project.

3.39 "Estimated Total Construction Costs" means thirty million two-hundred sixteen thousand and one-hundred sixteen thousand dollars ($30,216,116.00) which is the sum of the Guaranteed Maximum Price for the Public Construction Contract and the Private Construction Contracts.

3.40 "Failure" has the meaning given in **Section 8.05(a).**

3.41 "Force Majeure" has the meaning given in **Section 8.05(d).**

3.42 "Initial Ownership Interest" means the City's initial thirty-four percent (34%) ownership interest in the Site based upon the City's anticipated contribution of its Bond Proceeds and the Estimated Total Construction Cost.

3.43 "Indoor Pool" means the swimming pool to be constructed by YMCA under the roof of the New Recreational Facility in at least the Final Minimum Size set forth on ***Exhibit E*** pursuant to the Indoor Private Construction Contract.

3.44 "Lender" shall mean any person or entity loaning funds to the YMCA for the acquisition of the Site and/or for refinancing the cost of acquisition of the Site, or for financing of the YMCA's Financial Contribution under this Agreement.

3.45 "MOU" has the meaning given in **Section 1.06**.

3.46 "Monthly Report" means a report (substantially in the form of ***Exhibit D***, or in another form mutually pre-approved in writing approved by the YMCA Representative and the City Representative identified in **Section 3.20(a)** including the same information, representations, and certifications as set forth in ***Exhibit D***) prepared by the YMCA and provided to the City Representative identified in **Section 3.20(a)** pursuant to **Section 7.03.**

3.47 "New Recreational Facility" means one or more new buildings constructed on the Site having at least 52,000 square feet under roof and including, at a minimum, the Required Features and all other elements and features included in the Design Documents to be constructed by the YMCA pursuant to the Public Construction Contract.

3.48 "Notice of Intent to Proceed" has the meaning given in **Section 4.02(f).**

3.49 "Operating Agreement" means that certain agreement to be entered into between the City and the YMCA before issuance of a Certificate of Occupancy for the New Recreational Facility pertaining to operation and maintenance of the Project, as the same may be amended from time to time on mutual agreement of the Parties**.**

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3.50 "Per-Draw Payment Cap" means the amount of TWO MILLION DOLLARS ($2,000,000) per monthly Draw Request.

3.51 "Private Contractor" means the contractor(s) selected by the YMCA to construct the Privately Procured Project Elements pursuant to the Private Construction Contract(s).

3.52 "Private Construction Contracts" means, collectively, one or more written contracts between the YMCA and a Private Contractor for construction of the Privately Procured Project Elements. When singular, the term refers to one of such contracts. Without limitation, the term includes the Indoor Private Construction Contract and the Outdoor Public Construction Contract.

3.53 "Privately Procured Project Elements" means and includes: (a) the Indoor Pool; (b) the Utilities; and (c) any other element or feature described or included in the Design Documents the construction of which not is not procured under the Public Construction Contract.

3.54 "Private Wastewater Line" means that certain wastewater line called "Line B" in the Wastewater Construction Plans (together with the related appurtenances) to be constructed by YMCA at no cost to the City, to serve the Church Tract, generally consisting of approximately 3,070 linear feet of 8"(eight inch) and 402 linear feet of 6" (six inch) diameters PVC SDR 26 gravity pipe with 15 concrete wastewater manholes extending from a point on the Public Wastewater Line to a point on the Church Tract, as detailed in the Wastewater Construction Plans.

3.55 "Project" means, collectively, the design and construction on the Site of the Pool; the New Recreational Facility; the Publicly Procured Project Elements; and the Privately Procured Project Elements, all to be constructed by YMCA pursuant to the Applicable Laws, general depictions of which are attached as ***Exhibit H***.

3.56 "Public Construction Contract" means the written contract with the CMR having a guaranteed maximum price prepared in accordance with Chapter 2269, Subchapter F of the Texas Government Code pursuant to City Request for Proposal No. 202466 related to the construction of the Publicly Procured Project Elements.

3.57 "Publicly Procured Project Elements" means and includes the Required Features, plus any other elements of the Project described or included in the Design Documents that are included in the Public Construction Contract if and as allowed by this Agreement. The term does not include the Privately Procured Project Elements.

3.58 "Public Wastewater Lines" means, collectively, the wastewater lines called "Line A" and "Line A-1" in the Wastewater Construction Plans (together with the related appurtenances) to be constructed by YMCA at no cost to the City, generally consisting of

approximately 2,600 linear feet of 8" (eight-inch) diameter piping commencing at the manhole in the Randall's grocery store parking lot at 5721 Williams Drive, thence continuing towards the Site on the south side of Williams Drive, thence crossing under to the north side of Williams Drive at a point between the Site and the Church Tract, and thence continuing on the north side of Williams Drive to the northernmost boundary of the Church Tract, as detailed in the Wastewater Construction Plans.

3.59 "Required Features" means the features the YMCA must incorporate into the Project as a condition receiving payments from the City's Project Fund, all of which are identified in the attached ***Exhibit E*****.**

3.60 "Related Documents" means all resolutions and ordinances referenced in this Agreement (e.g., the Bond Ordinance, City Code of Ordinances, City Unified Development Code), together with all other documents referenced in this Agreement (e.g., Wastewater Construction Plans, the Operating Agreement, the Design Documents, the Public Construction Contract, and the Private Construction Contracts).

3.61 "Site" means that certain 11.40 acre (+/-) tract of land described by metes and bounds in that certain January 9, 2024, Special Warranty Deed from Wellspring United Methodist Church, Inc., a Texas nonprofit corporation also known as Wellspring, a United Methodist Community of Faith, as grantor, to Young Men's Christian Association of Central Texas, a Texas non-profit corporation, as grantee, recorded under Document No. 2024002229, Official Public Records of Williamson County, Texas, as more particularly described on ***Exhibit A*****.**

3.62 "Tax Certificate" has the meaning given in **Section 8.04(b)**.

3.63 "Total Construction Costs" has the meaning given in the Operating Agreement.

3.64 "Utilities" means all utilities and utility infrastructure needed (or required to be constructed by this Agreement) for the provision of potable water, reuse/reclaimed water, wastewater (sewer service), electric, fire flow, natural gas, internet fiber, and telephone services. Without limitation, but for clarity, the term includes the Wastewater Lines.

3.65 "Wastewater Construction Plans" means the "Construction Plans submitted for Georgetown Family YMCA Wastewater Improvements" prepared and sealed by Terry Hagood, P.E., Hagood Engineering Associates, Inc., 900 E. Main Street, Round Rock, Texas, 78664, dated December 3, 2024, and approved by the City for

construction on _December 17_, 2024 pertaining to design and construction of the Wastewater Lines.

3.66 "Wastewater Lines" means, collectively, the Public Wastewater Lines and the Private Wastewater Line, which are more particularly described in the Wastewater Construction Plans.

3.67 "YMCA" means the Young Men's Christian Association of Central Texas, a Texas non-profit corporation.

3.68 "YMCA Governing Body" means the Board of Directors of the YMCA.

3.69 "YMCA Representative" means the person authorized by the YMCA's Governing Body to undertake the actions referenced herein. As of the Effective Date, the YMCA Representative is Rich Carlton, CPO, and can be contacted by email at rcarlton@ymcactx.org and by telephone at 512-923-0658. The YMCA's President/CEO may change the YMCA Representative from time to time in his sole discretion, and shall promptly notify the City of any such change.

3.70 "YMCA's Commercial Banking Officers" means authorized representatives of financial institutions responsible for managing the YMCA's commercial banking relationships and verifying available funds for the purpose of this agreement.

3.71 "YMCA's Financing Commitments" has the meaning given in **Section 4.03(f).**

3.72 "YMCA's Project Fund" means the fund, including any accounts created within such fund, established by the YMCA into which the YMCA deposits the proceeds from the YMCA's Financing Commitment and any other funds as necessary to fund the YMCA's Financial Contribution.

3.72 "YMCA's Sole Costs" means costs of the Project that the Parties agree are to be borne solely by the YMCA and not by the City, and specifically includes, without limitation, the following: (a) costs paid or incurred by the YMCA to acquire the Site and the Easements; (b) costs to prepare the Schematic Plans, Design Documents, and any other renderings, illustrations, elevations, plans, specifications (including bid packages), contracts, and as-built drawings related to the Project; (c) costs to obtain zoning, platting, licenses, plan approvals, permits, inspections, and other governmental approvals related to the Project; (d) costs for third-party professional consulting services including but not limited to, engineering, surveying, geotechnical, land planning, architectural, landscaping, legal, accounting, and appraisals related to the Project; (f) costs incurred

under the Public Construction Contract that exceed the amount of the City's Financial Contribution; (g) costs related to Change Orders that are not approved in advance by the City related to the Public Construction Contract; (h) insurance costs**;** (i) all development-related fees and charges related to the Project; and (j) costs related to design and construction of the Utilities.

ARTICLE 4. PROJECT OVERVIEW AND CONDITIONS PRECEDENT

4.01 **General**. This Agreement describes the rights and obligations of the Parties related to the joint, equal, ownership of the Site and the construction on the Site of the Project. The Operating Agreement describes the Parties' respective rights and obligations regarding construction of the Project and ownership of the Site and the Project to be constructed thereon. This Agreement, together with the Related Documents, supersedes and replaces the MOU and governs the rights and responsibilities of the Parties regarding the Project and the Site.

4.02 **Conditions Precedent.** The rights and obligations of the Parties under this Agreement shall be of no force or effect unless all the following conditions are fully satisfied on or before the deadlines specified below, which deadlines shall not be subject to extension by Force Majeure or otherwise unless City Council and YMCA Governing Body mutually agree in writing by written amendment to this Agreement executed prior to the specified deadline:

a) On or before the date that is thirty (30) days after the Effective Date, YMCA shall submit an updated application for Preliminary Final Plat 2024-14 that addresses all outstanding comments from the City's Planning Department to subdivide the Site from the Church Tract complying with all Applicable Laws for the City's platting process.

b) On or before the date that is ninety (90) days after (1) the City's approval of the final plat subdividing the Site from the Church Tract (the "**Closing Date**"); (2) the City's approval of a Site Development Permit and Construction Plan, if required; (3) the receipt of all permits from the Texas Commission on Environmental Quality, YMCA must cause the closing on the transaction conveying to the City its Initial Ownership Interest in the Site to occur. To that end, the YMCA must provide the City Deed Conveyance Documents to the City Representative identified in **Section 3.20(a)** on or before the date that is thirty (30) days after the Effective Date, and YMCA shall have a continuing obligation to provide said City Representative with copies of any amendments, modifications, or additions to those documents for the period between the Effective Date and date that the City Deed is recorded in the Official Public Records of Williamson County, Texas. ***The***

City shall have the right to unilaterally terminate this Agreement if the City Deed Conveyance Documents indicate, in the sole discretion of the City, that the Site is not suitable for development or use of the Project due to property restrictions or encumbrances, or any other reason, or for no reason, or if YMCA has not conveyed to the City its Initial Ownership Interest in the Site on or before the Closing Date.

c) On or before the date that is ninety (90) days after the City's approval of the final plat subdividing the Site from the Church Tract, the YMCA must provide the City Representative identified in **Section 3.20(a)** the Easement Conveyance Documents, and shall have a continuing obligation to provide said City Representative with copies of any amendments, modifications, or additions to those documents, for the period between the Effective Date and date that the relevant Easement is recorded in the Official Public Records of Williamson County, Texas.

d) On or before the date that is six (6) days after the Effective Date, the City Council and the YMCA's Governing Body have each approved the Public Construction Contract, and the YMCA's Governing Body must have approved the Indoor Private Construction Contract.

e) On or before the date that is sixty (60) days after the Effective Date, YMCA provides documentation satisfactory to the City Manager (determined in the City Manager's sole discretion) that the YMCA has the financial capability to perform its obligations under such agreement(s)which are collectively in principal amounts sufficient, together with other available funds committed by the YMCA, to pay all previously unpaid costs and expenses for the design, development, construction and furnishing of the Project as required by this Agreement and the Related Documents, less the amount of the City's Financial Contribution. The documentation must include signed letters or certifications from the YMCA's Commercial Banking Officers verifying available funds which, in the aggregate, are sufficient to cover the YMCA's share of the identified project costs.On or before the date that is ninety (90) days after the Effective Date, the YMCA has delivered to the City Representative identified in **Section 3.20(a)** a **Notice of Intent to Proceed** (herein so called) sworn to and executed by duly authorized representatives of the YMCA and of the YMCA's Lender(s):

   i. t the YMCA is ready, willing, and able to Commence construction of the Project and the Utilities by the Commencement Deadline; and

   ii. Stating that YMCA has obtained all necessary plats, permits and other governmental approvals needed to Commence construction of the Project and the Utilities by the Commencement Deadline; and

iii. Stating that the YMCA intends to cause Completion of construction of the Project and the Utilities on or before the Completion Deadline.

f) On or before the Commencement Deadline, YMCA Commences construction or causes Commencement of construction of the Project to occur.

4.03 **Automatic Termination**. This Agreement shall automatically terminate with no further action of the Parties if and when any of the following events occur and thereafter no Party shall have any further rights or obligations unto the other Parties unless, at such time, the Parties enter into a separate written agreement or amend this Agreement acknowledging that this Agreement shall continue notwithstanding the occurrence of any of the following events:

a) If any one or more of the conditions set forth in **Section 4.02** are not satisfied when and as required thereby; or

b) A preliminary or permanent injunction or other order, decree or ruling is issued by a court or governmental entity, or a statute, rule, regulation or executive order promulgated or enacted by a governmental entity is in effect, which restrains, enjoins, prohibits or otherwise makes illegal the consummation of the actions and transactions contemplated by this Agreement or the Related Documents; provided, however, the City agrees that it will not affirmatively seek injunctive relief or initiate other action that would cause this Agreement to terminate so long as the YMCA is not in Default under this Agreement or under the Related Documents.

4.04 **Term**. This Agreement shall commence on the Effective Date and shall continue for a term lasting until the debt on the Bonds is paid in full (the "**Term**"), unless earlier terminated in accordance with the terms of this Agreement or the Related Documents.

4.05 **Financing Limitations**. Other than that certain "Deed of Trust, Security Agreement and Fixture Filing," recorded in the Public Records of Williamson County, Texas as Document No. 2024002230, which must be paid by YMCA and released in full when and as required by **Section 4.02(b),** the YMCA shall not, at any time or from time to time, to mortgage, pledge or collaterally assign either YMCA's or the City's interest in the Site, the Project, this Agreement, or a Related Document, regardless of whether such mortgage, pledge or collateral assignment is expressly subject and subordinate to this Agreement and regardless of whether foreclosure of any mortgage, deed of trust or indenture will affect this Agreement. Further, at no time during the Term, or any extension thereof, shall YMCA allow any debt or obligation to be secured by any mortgage, trust deed, collateral assignment, security interests, lien or other encumbrance

and any amendment or modification of the terms thereof, including without limitation, any extension, renewal or refinancing thereof, relating to the Site, the Project, this Agreement, or a Related Document.

ARTICLE 5. CONSTRUCTION

5.01 Obligation to Fund and Complete the Project. The YMCA shall Complete, or cause to be Completed, the construction of the Project in accordance with the Public Construction Contract, Private Construction Contracts, and the Applicable Laws. By its signature on this Agreement, the YMCA certifies that it has sufficient funds for the YMCA Financial Contribution and agrees to maintain sufficient funds for such purpose in the form of: (i) loan funds, (ii) funds available pursuant to a letter of credit, (iii) available cash, or (iv) any combination of (i) – (iii), as required by a City Representative or the City Attorney. The YMCA further agrees that, if requested by the City, the YMCA shall provide evidence of same to the City Representative identified in **Section 3.20(a)**. The YMCA shall be solely responsible for all costs related to YMCA's Sole Costs and no City funds or bonds proceeds shall be used for the YMCA's Sole Costs.

5.02 **Special Provisions Relating to Indoor Pool and Outdoor Recreation Elements.**

a) **General.** Because the YMCA has pre-existing relationships with contractors qualified to construct the Pool according to the YMCA's standard specifications (and consistent with the Design Documents), the YMCA will include the Indoor Pool in the Indoor Private Construction Contract, rather than the Public Construction Contract. As is further detailed in **Section 7.09** and ***Exhibit C-1*** and ***Exhibit C-2*** relating to Draw Requests and Draw Procedures, no costs related to construction of the Pool shall be included in a Draw Request or approved for payment by the City Representative identified in **Section 3.20(a)**.

b) **Completion of Indoor Pool.** The construction of the Indoor Pool shall occur simultaneously with the Construction of the New Recreational Facility and must be Complete not later than the Completion Deadline.

5.03 **Special Provisions Relating to Easements and Utilities**

a) **Utilities**. YMCA understands and agrees that construction of the Utilities is required regardless of any City participation in the Project. Therefore, YMCA agrees to construct all Utilities, including the Wastewater Lines, at its sole cost and expense. YMCA shall Complete, or cause to be Completed, at no cost to the City, construction of all Utilities in accordance with the Applicable Laws. As is further detailed in **Section 7.09**

and ***Exhibit C-1 and Exhibit C-2*** relating to Draw Requests and Draw Procedures, no costs related to construction of the Utilities shall be included in a Draw Request or approved for payment by the City Representative identified in **Section 3.20(a)**.

b) **Easements**. The YMCA shall obtain, at no cost to the City, all Easements necessary for the Utilities and for the Project in Approved Form. Easements for any City Utility must bear the City Attorney's signature on the easement document prior to recordation in the Official Public Records of Williamson County, Texas. If Easement(s) are needed from a non-City, third-party provider in order to provide certain services (electric, telecommunications) to the Site, YMCA will first obtain the City Representative identified in **Section 3.20(b)** and the City Attorney's written consent to such third-party Easements. As is further detailed in **Section 7.09** and ***Exhibit C-1 and Exhibit C-2*** relating to Draw Requests and Draw Procedures, no costs related to acquisition of the Easements shall be included in a Draw Request or approved for payment by the City Representative identified in **Section 3.20(a)**.

5.04 **Obligations Regarding the Public Construction Contract**. The following provisions apply to the Public Construction Contract:

a) **Request for Proposals**. Prior to the Effective Date, the City issued Request for Proposals No. 202466 soliciting proposals for construction of the Publicly Procured Project Elements, which included the Design Documents.

b) **Procurement Process.** The Parties shall follow the Applicable Laws to select the CMR, prepare and execute the Public Construction Contract, and cause Completion of construction of the Publicly Funded Elements.

c) Conformance with the Architectural Standards. The Project must conform to the Architectural Standards attached as ***Exhibit B***.

5.05 **Obligations Regarding the Private Construction Contracts**. The YMCA must cause the Privately Procured Project Elements to be constructed under the Private Construction Contracts as described in the Design Documents and this Agreement.

5.06 **Change Orders**. Change orders related to the Public Construction Contract that remove or materially alter any of the Required Features must be jointly agreed to in writing by the duly authorized City Representative and the YMCA. The YMCA shall provide copies of all Change Orders to the City in its Monthly Report. Notwithstanding the foregoing, the YMCA shall not alter the Design Documents via change order to remove or reduce the scope of the Project, or to change the nature or purpose of the Project, or to change the provisions relating to the Required Features in any way without

the prior written consent of the City. Any such action having such effect is deemed to be a Default by the YMCA.

5.07 **Inspections**. The duly authorized City Representative responsible for the applicable work shall have the right to inspect the Project intermittently as work progresses and on Completion A report from the City Representative noting any concerns must be submitted to the YMCA Representative, in writing, following the site visit.

5.08 **Commencement Deadline**. The YMCA shall Commence construction of the Project, or cause Commencement of construction to occur, on or before the date that is ninety (90) days after the date of the initial Bond Issuance (**Commencement Deadline**).

5.09 **Completion Deadline**. The YMCA shall Complete construction, or cause Completion of construction to occur, of the Project and the Utilities not later than the date that is twenty-four (24) months after the Commencement Deadline (**Completion Deadline**), subject to Force Majeure and delays caused by the City or other governmental authorities with jurisdiction that are beyond the YMCA's control.

5.10 **Final Conveyance.** If the City Share is more than the City's Initial Ownership Interest, the YMCA must cause the closing on a transaction conveying to the City its additional ownership interest in the Site equal to the difference between the City Share and the City's Initial Ownership Interest within thirty (30) days after the date on which the City Council and the YMCA Governing Board approve the City Share and the YMCA Share pursuant to the Operating Agreement. If, in the alternative, the City Share is less than the City's Initial Ownership Interest, the City must cause the closing of a transaction conveying to the YMCA its additional ownership interest in the Site equal to the difference between the City Share and the City's Initial Ownership Interest within thirty (30) days of after the date on which the City Council and the YMCA Governing Board approve the City Share and the YMCA Share pursuant to the Operating Agreement. Either conveyance, if needed, shall be in the form of the City Deed. Failure to comply with this Section shall be a Default under the Agreement and in addition to all other remedies, the City shall not issue a final Certificate of Occupancy for the New Recreational Facility until such default is cured.

5.11 **Final Inspections and Acceptance**. On request of the YMCA for a final inspection of the Project, or portion thereof, a duly authorized City Representative responsible for the applicable work will inspect the work. The City's acceptance of the work on the New Recreational Facility will be reflected by the issuance by the City of a final Certificate of Occupancy for the New Recreational Facility.

5.12 **YMCA Warranties**. YMCA hereby warrants that the Project will be free from defects for a period of one (1) year after Completion.

5.13 **Record Drawings and Close out Documents**. Within ninety (90) days after the date that the final Certificate of Occupancy is issued for the New Recreational Facility, YMCA shall provide digital copies on two thumb drives of all close out documents including but not limited to all record drawings and operation and maintenance manuals.

5.14 **Compliance with Applicable Laws**. The YMCA's construction of the Project must comply with the Applicable Laws. Unless federal or state law dictates otherwise, in the event of an irreconcilable conflict between this Agreement and the Applicable Laws, the specific terms of this Agreement shall control. The above notwithstanding, for the specific conflicting terms to prevail, the conflict must be expressly noted in the Agreement.

5.15 **Limited Fee Waivers**. As additional consideration for YMCA's participation in the Project, the City agrees to waive fees for General Contractor plan review fees, permit fees, and related utility impact fees for both Public and Private Contracts related to this project. Subcontractor permit fee shall NOT be waived.

5.16 **Operating Agreement Required as a Condition of Execution of the Construction Agreement.** The Parties understand and agree that the Construction Agreement will not be executed unless and until the YMCA Governing Body and the City Council have executed the Operating Agreement. Therefore, before YMCA executes the Construction Agreement for the New Recreational Facility, the YMCA Governing Body and the City Council must have executed, or execute on even date herewith, an Operating Agreement pertaining to operation, use, and maintenance of the Project.

ARTICLE 6. INDEMNIFICATION; INSURANCE; BONDS

6.01 **INDEMNITY**. **THE YMCA COVENANTS AND AGREES TO FULLY INDEMNIFY AND HOLD HARMLESS CITY (AND THEIR ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, AND REPRESENTATIVES), INDIVIDUALLY AND COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE BROUGHT BY ANY THIRD PARTY AND RELATING TO THE YMCA'S CONSTRUCTION OF THE PROJECT INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY OR DEATH AND PROPERTY DAMAGE, MADE UPON CITY OR DIRECTLY OR INDIRECTLY**

ARISING OUT OF, RESULTING FROM OR RELATED TO THE YMCA OR THE YMCA'S CONTRACTORS' NEGLIGENCE, WILLFUL MISCONDUCT OR CRIMINAL CONDUCT IN ITS ACTIVITIES, INCLUDING ANY SUCH ACTS OR OMISSIONS OF THE YMCA OR THE YMCA'S CONTRACTORS, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT OR SUBCONSULTANTS OF THE YMCA OR THE YMCA'S CONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS AND REPRESENTATIVES, ALL WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY, UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE CITY AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. THE YMCA SHALL PROMPTLY ADVISE CITY IN WRITING OF ANY CLAIM OR DEMAND AGAINST CITY, RELATED TO OR ARISING OUT OF THE YMCA OR THE YMCA'S CONTRACTOR'S CONSTRUCTION ACTIVITIES UNDER THIS AGREEMENT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT THE YMCA'S COST TO THE EXTENT REQUIRED UNDER THE INDEMNITY IN THIS SECTION. CITY SHALL HAVE THE RIGHT, AT THEIR OPTION AND AT THEIR OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING THE YMCA OF ANY OF ITS OBLIGATIONS UNDER THIS PARAGRAPH.

6.02 **Notice of Claim**. City shall promptly give the YMCA written notice of a Claim asserted against an Indemnified Party. The YMCA shall assume on behalf of the Indemnified Parties and conduct with due diligence and in good faith the defense of all Claims against the Indemnified Parties. The Indemnified Parties shall have the right (but not the obligation) to participate in the defense of any claim or litigation with attorneys of their own selection without relieving the YMCA of any obligations in this Agreement. In no event may the YMCA admit liability on the part of an Indemnified Party without the written consent of the City Council. The YMCA shall give the City Attorney notice of any Claim asserted against any of the YMCA, Contractor, or any other supplier or vendor, related to the Project within five (5) calendar days of the date that the YMCA or any of its employees, agents, or representatives first have constructive notice of the Claim. Notification from the YMCA shall include the names and addresses of the person, firm, corporation, or other entity making the Claim and, if known, the basis and alleged amount of the Claim.

6.03 **Contractors' Indemnity**. The YMCA agrees that the Public Construction Contract and all Private Construction Contracts relating to the Project will contain

indemnity provisions similar to that described in **Section 6.01 and Section 6.02** that will indemnify the City.

6.04 **Insurance**. The YMCA shall require the CMAR and the Private Construction Contractor to procure and maintain in full force and effect for the duration of this Agreement insurance coverages in accordance with the insurance requirements as set forth in the attached ***Exhibit F***. The insurance coverages required are required minimums and are not intended to, and shall not be deemed to, limit the responsibility or liability of CMR, Private Construction Contractor, or the YMCA. Failure to procure and maintain the required insurance will allow the City to terminate this Agreement.

6.05 **Payment/Performance Bonds**. The YMCA shall require performance and payments bonds from the CMR and the Private Construction Contractor in the full amounts of the total of the Public Contract Price and the Private Contract Price, respectively, in accordance with the Applicable Laws and ***Exhibit G***. Failure to procure and maintain the required bonds will financially obligate the YMCA to all costs incurred as a result and allow the City to terminate this Agreement.

ARTICLE 7. PROJECT FUNDING

7.01 **Fund Deposits**. Prior to the Commencement of Construction of the Publicly Procured Project Elements, the City shall establish the City's Project Fund and the YMCA shall establish the YMCA's Project Fund at one or more financial institutions of their choosing. The City shall deposit the Bond Proceeds into the City's Project Fund. The YMCA shall deposit funds into the YMCA Project Fund in the form of (i) loan funds, (ii) funds available pursuance to a letter of credit, (iii) available cash, or (iv) any combination of (i)-(iii) as reasonably required by the City. The accounts for the City's Project Fund and the YMCA's Project Fund may only be used for the purpose of depositing and withdrawing funds in connection with construction of the Publicly Procured Elements of the Project. On a calendar monthly basis, the Parties shall furnish each other with account statements from their respective financial institutions showing all activity in their respective project fund accounts.

7.02 **Payment By YMCA**. The YMCA shall make timely payments in compliance with all Applicable Laws under the Public Construction Contract, Private Construction Contracts, and any other persons or entities providing work or services on the Project under contract with YMCA, in conformance with the applicable contracts for such work.

7.03 **Monthly Report**. On or before the 15th day of each calendar month, the YMCA shall provide the City Representative identified in **Section 3.20(a**) with a Monthly Report in the form set forth on ***Exhibit D***.

7.04 **Rights to Receive Disbursements from City's Project Fund**. Provided that the YMCA performs its obligations under this Agreement and the Related Documents and is not in Default of this Agreement or a Related Document, the YMCA is eligible to be reimbursed for payments made to the CMR under the Public Construction Contract in a total amount, but not to exceed, the City's Financial Contribution. Notwithstanding the generality of the foregoing sentence: (a) the City is not obligated to pay more than the Per-Draw Payment Cap per Draw Request; (b) the City's financial obligations under this Agreement shall not exceed the City's Financial Contribution; and (c) the City's obligation to make payments under this Agreement is solely from Bond Proceeds; no other City funds, revenue, taxes, income, or property shall be used by the City to fund its obligations under this Agreement.

7.05 **Payment of Project Costs**. The YMCA acknowledges and agrees that the lack of Bond Proceeds in the City's Project Fund shall not diminish the YMCA's obligations under this Agreement to Complete, or cause to be Completed, the Project, except as otherwise provided in **Section 7.06(a)**. The obligations of the City under this Agreement to make payments in any fiscal year shall constitute a current expense for that fiscal year payable solely from the Bond Proceeds for that fiscal year.

7.06 **Issuance of Bonds**.

a) The City, in its sole, legislative discretion, may issue Bonds in accordance with the standards set forth in this Agreement and the Related Documents, in one or more series, when and if the City Council determines that the requirements in this Agreement and the Related Documents have been met by the YMCA or can be met at the time of issuance of the Bonds, including but not limited to the following: (i) the City shall receive at the time of issuance an opinion of bond counsel selected by the City stating in effect that the Bonds are legal and valid under Texas law and that all preconditions to their issuance under State law have been satisfied; (ii) the City shall receive the approving opinion of the Attorney General of the State of Texas if required by law; and (iii) it is financially feasible and advantageous for the City to issue the Bonds. The Bonds issued for such purpose will be secured by and paid solely as authorized by the applicable Bond Ordinance. The failure of the City to issue Bonds shall not constitute a "Failure" by the City or otherwise result in a "Default" by the City; however, if the aggregate amount of all Bond Proceeds deposited to the Project Fund after all Bonds have been issued is less than TEN

MILLION DOLLARS ($10,000,000.00), the YMCA shall be relieved of its duty to construct or cause to be constructed those Required Features for which there are insufficient funds in the City's Project Fund. This Agreement shall apply to all of the Bonds issued by the City whether in one or more series, and no additional agreement shall be required for future series of Bonds.

b) The City shall use diligent, reasonable, and good faith efforts, subject to meeting the requirements and conditions stated in this Agreement, the Related Documents, and State law, to commence the documentation for and the issuance of Bonds within such period of time as the City deems reasonable and advantageous. The City will consider the adoption of a Bond Ordinance, subject to meeting the requirements and conditions stated in this Agreement, the Related Documents, and State law, to reimburse the YMCA for the City's Actual Costs of the Publicly Funded Elements that the City anticipates, based upon reasonable documentation, will be Complete at the time of the next scheduled Bond issue, less any amounts already reimbursed to the YMCA pursuant to this Agreement.

7.07 **Denomination, Maturity, Interest, and Security for Bonds**. The Bonds shall be finally authorized by the City Council and shall be issued in the denominations, shall mature and be prepaid, shall bear interest, and shall be secured by and payable solely from the Bond Security, all to be as described and provided in the Bond Ordinance.

7.08 **Sale of Bonds**.

a) Once approved for issuance, the Bonds shall be issued by the City and shall be marketed and sold as determined by the City with the cooperation and assistance of the YMCA in all respects.

b) The maximum aggregate par amount of all Bonds shall not exceed TEN MILLION DOLLARS ($10,000,000).

c) The City will (i) select the method of sale and underwriter(s), if applicable, for each series of Bonds; (ii) determine credit criteria; (iii) investor suitability; (iv) structure of each series of such bonds; and (v) the continuing disclosure requirements for each series of such bonds.

d) Prior to the issuance of Bonds, in addition to satisfaction of the Conditions Precedent set forth in **Section 4.04**, the YMCA must be current on all taxes, payments to Contractors, Engineer, and Architect, and all fees related to the Project, and not in Default under this Agreement, the Related Documents, or any other authorization, permit or agreement with the City.

7.09 **Draw Requests Under Public Construction Contract.**

a) **Draw Requests Required.** In order to receive disbursements from the City's Project Fund and under the applicable Bond Ordinance for work done under the Public Construction Contract, the YMCA shall execute and submit to the City Representative identified in **Section 3.20(a)** a Draw Request in the form attached as ***Exhibit C-1***, no more frequently than once per calendar month.

b) **Draw Procedures.** Draw Requests will be processed in accordance with the Draw Procedures set forth in the attached ***Exhibit C-2***.

c) **Items Not Allowed in a Draw Request.** YMCA shall not include any of the following costs in any Draw Request, which are costs that the Parties agree are to be borne solely by the YMCA and not the City: (1) costs paid or incurred by the YMCA to acquire the Site and the Easements, and to prepare the City Deed Conveyance Documents and the Easement Conveyance Documents; (2) costs to prepare the Design Documents, and any other renderings, illustrations, elevations, plans, specifications (including bid packages), contracts, and as-built drawings related to the Project; (3) costs to obtain zoning, platting, licenses, plan approvals, permits, inspections, and other governmental approvals related to the Project; (4) costs for third-party professional consulting services including but not limited to, engineering, surveying, geotechnical, land planning, architectural, landscaping, legal, accounting, and appraisals related to the Project; (5) costs incurred under the Public Construction Contract that exceed the amount of the City's Financial Contribution; (6) the cost to obtain and maintain the insurance required by **Section 6.04** and ***Exhibit F*****;** (7) fees and all other development-related fees and charges related to the Project, unless expressly waived or reduced under **Section 5.14** of this Agreement; and (8) costs related to design and construction of the Utilities.

d) **Per-Draw Payment Cap; Overall Payment Cap.** The City will not pay an amount more than the Per-Draw Payment Cap for each Draw Request, and the cumulative amount of all City payments pursuant to all Draw Requests shall not exceed the amount of the City's Financial Contribution. Notwithstanding any provision to the contrary in this Agreement or a Related Document, the City shall have no obligation to process or pay any Draw Request submitted during any period that the YMCA is in default of this Agreement or a Related Document.

e) **First Draw Request.** If not previously provided to the City, the YMCA's first Draw Request must include all the following information:

- A completed IRS Form W9 (Request for Taxpayer Identification Number) for the YMCA; and

- A completed City Vendor Application Form for the YMCA, together with a completed ACH Deposit Form, if electronic payment is requested; and
- The CMR's final response to the request for proposal under City Request for Proposals No. 202466; and
- Fully executed copies of the Public Construction Contract and Indoor Private Construction Contract; and
- Signed change orders.

7.10 **Final Draw Request.** The final Draw Request must be submitted to the City not later than sixty (60) days after Completion of the New Recreational Facility (including the Indoor Pool).

7.11 **Obligations Limited**. The obligations of the City under this Agreement shall not, under any circumstances, give rise to or create a charge against the general credit or taxing power of the City or a debt or other obligation of the City payable from any source other than the Bond Proceeds. Unless approved by the City Council, no other City funds, revenues, taxes, property, or income of any kind shall be used to pay: (1) the City's Actual Costs; or (2) debt service on the Bonds. None of the City or any of its elected or appointed officials or any of its officers, employees, consultants or representatives shall incur any liability hereunder to the YMCA or any other party in their individual capacities by reason of this Agreement or their acts or omissions under this Agreement.

7.12 **Additional Conditions to Payment**. Subject to the provisions of **Section 7.08** and **Section 7.09,** if the YMCA is (a) current on payment of fees owed to the City and CMR and in compliance with the Agreement, the Related Documents, and any other authorization, permit or agreement with the City, (b) the CMR is in compliance with the Public Construction Contract; (c) the Private Construction Contractor(s) is in compliance with the Private Construction Contract(s); and (d) YMCA is in current compliance with its obligations under this Agreement, the Related Documents, and any other authorization, permit or agreement with the City; then, following the inspection and final acceptance by the City and the YMCA for joint ownership of the Project (or portion thereof) for which the YMCA seeks payment from the City's Project Fund by submission of a Draw Request the City shall process and pay the Draw Request per the terms and conditions of this Agreement (including ***Exhibit C-1*** and ***Exhibit C-2***).

7.13 **City Delegation of Authority**. The Project shall be constructed by or at the direction of the YMCA in accordance with the Design Documents and in accordance with this Agreement and all Applicable Laws. The YMCA shall perform, or cause to be

performed, all of its obligations and shall conduct, or cause to be conducted, all operations with respect to the construction of the Project in a good, workmanlike and commercially reasonable manner, with the standard of diligence and care normally employed by duly qualified persons utilizing their commercially reasonable efforts in the performance of comparable work in accordance with all Applicable Laws, and generally accepted practices appropriate to the activities undertaken. The YMCA has sole responsibility of ensuring that the Project is constructed in a good, workmanlike and commercially reasonable manner, with the standard of diligence and care normally employed by duly qualified persons utilizing their commercially reasonable efforts in the performance of comparable work in accordance with City ordinances, City codes, City regulations, and generally accepted practices appropriate to the activities undertaken. The YMCA shall employ at all times adequate staff or consultants with the requisite experience necessary to administer and coordinate all work related to the design, engineering, acquisition, construction and installation of the Project and any improvements required to be acquired and/or accepted by the City from the YMCA. If any infrastructure required for the City-provided Utilities is or will be on land owned by the City, YMCA must follow the City's policies, procedures, and ordinances pertaining to use of City property. Inspection and acceptance by the City of the Project as contemplated by this Agreement will be in accordance with applicable City ordinances and regulations.

7.14 **Determination of Fair Market Value**. The Parties agree that the fair market value of the City's ownership interest in the Project is at least equivalent to or in excess of the total amount of the Bond Proceeds.

7.15 **Bond Covenant Compliance**. The City has financed a portion of the Project with the Bonds issued on a tax-exempt basis. In connection with the Bond Issuance, the City has given covenants to the owners of the Bonds that the Project will be used in a manner that assures that the Bonds continue to qualify as obligations within the meaning of Section 103 of the Internal Revenue Code. The YMCA agrees not to use or permit the use of the Project in a manner it knows or should know would result in a violation of the Bond covenants or which would otherwise adversely affect the federal income tax status of the Bonds under Section 103 of the Internal Revenue Code. Moreover, in furtherance thereof, if the City is notified that the Bonds have been selected for audit by the Internal Revenue Service, then the YMCA agrees to provide to the City such information in its possession with respect to the Project so that the City may timely respond to any questions posed to it by the Internal Revenue Service.

7.16 **Claw Back**. Subject to Force Majeure, if for any reason whatsoever, the New Recreational Facility is not fully operational after the Completion Deadline, the

YMCA must return to the City all Bond Proceeds it has received from the City under this Agreement within one-hundred and eighty days (180) days after the City's written request for same. This Section shall survive termination of this Agreement.

7.17 **Restrictions on Rights to Sell, Transfer or Convey Ownership Interests**.

a) Each Party is prohibited from selling, transferring, or conveying its ownership interest in the Site and the Project to any person or entity for so long as any indebtedness on the Bonds is outstanding.

b) After the indebtedness on the Bonds has been paid in full, a Party may request authorization from the other Party to sell, assign, or transfer its ownership interest in the Site and the Project and its rights and obligations under the Operating Agreement to a non-Party purchaser. The request from the selling-Party to the non-selling Party must identify the proposed purchaser and include documentation demonstrating the proposed purchaser's financial ability to purchase the selling Party's interests in the Site and the Project for the Purchase Price (defined below), and the managerial experience and ability to assume the selling-Party's rights and obligations under the Operating Agreement. Any such transfers are authorized only: (i) with the prior written consent of the duly authorized representative of the non-selling Party, and (ii) to a purchaser who also assumes, in writing, the rights and duties of the selling Party under the Operating Agreement. Consent of the non-selling Party may be granted, denied, or granted with conditions, as the non-selling Party may determine in its sole discretion, but the non-selling Party must provide notice of its decision to the selling Party within ninety (90) calendar days of receipt of the request to consent to sell. Further, the Parties will execute a separate document reasonably satisfactory to both parties that contains the terms of this restriction and that the parties agree that such document will be recorded in the real property records.

c) If the non-selling Party consents to the sale, assignment, and transfer of the Site, Project, and the selling-Party's rights and obligations under the Operations Agreement to a third party purchaser, the City and the YMCA will, before the date that is ninety (90) days after the date of the notice of intent to sell , jointly retain the services of a mutually agreed upon, qualified, and experienced Certified General Appraiser licensed to practice in the State of Texas to provide an estimate to the Parties of the fair market value of the Project and the Site. Within ninety (90) days after the date of the appraisal report, the Parties agree to close on the transaction transferring the selling-Party's ownership interests in the Project and the Site to the purchaser, and execute an assumption and assignment agreement transferring the selling-Party's rights and obligations under the Operating Agreement to the purchaser, in consideration for

payment to the City of an amount equal to the ownership percentage value of the Site and the Project stated in the appraisal report (the "Purchase Price"). Each Party will bear one-half of the costs of the appraisal report and closing costs. This Agreement and all Related Documents shall terminate on the closing date of the transfer selling-Party's interests.

d) If the non-selling Party withholds consent to the proposed sale, assignment or transfer, the non-selling Party must purchase the selling Party's ownership interests for the greater of (i) $10,000,000, or (ii) percentage ownership interest contained in the conveyance documents of the fair market values of the Site and the Project. The fair market value of the Site and the Project is to be based on an appraisal report prepared by a mutually agreed upon, qualified, and experienced Certified General Appraiser licensed to practice in the State of Texas retained by the Parties within thirty (30) days after the date of the non-selling Party's notice of non-consent to the requested sale to the third party. If the Parties do not agree on an appraiser within the thirty (30) day period, each Party shall, at their cost, retain their own appraisers within sixty (60) days after the date of the non-selling Party's notice of non-consent to the requested sale to the third party, in which case, for the purpose of calculating the purchase price, the fair market values of the Project and the Site will be deemed to be the highest of the two estimated fair market values received from each appraiser. The transactions transferring ownership interests in the Project and the Site and assigning rights and duties under the Operating Agreement to the non-selling Party to the must be closed within ninety (90) days after receipt of the appraisal report(s).

e) Any sale, assignment, or transfer, or attempted or purported sale, assignment, or transfer, in violation of this Agreement shall be void and of no force or effect.

ARTICLE 8. ADDITIONAL PROVISIONS

8.01 **Independent Contractor**. In performing this Agreement, the YMCA is an independent contractor and not the agent or employee of the City.

8.02 **Audit**. The City Representative identified in **Section 3.20(a)** shall have the right, during normal business hours and upon ten (10) business days' prior written notice to the YMCA, to review all books and records of the YMCA pertaining to costs and expenses incurred by the YMCA with respect to any of the Project. For a period of two years after completion of the Project or after the expenditure of all Bond Proceeds, whichever is later, the YMCA shall maintain proper books of record and account for the construction of the Project and all costs related thereto. Such accounting books shall be maintained in accordance with Generally Accepted Accounting Principles. The YMCA

shall have the right, during normal business hours, to review all records and accounts pertaining to the Assessments upon written request to the City Representative identified in **Section 3.20(a)**. The City shall provide the YMCA an opportunity to inspect such books and records relating to the Assessments during the City's regular business hours and on a mutually agreeable date no later than ten (10) business days after the City Representative identified in **Section 3.20(a)** receives such written request. The City shall keep and maintain a proper and complete system of records and accounts pertaining to the Assessments for so long as Bonds remain outstanding.

8.03 **Representations and Warranties**.

a) The YMCA represents and warrants to the City that: (1) the YMCA has the authority to enter into and perform its obligations under this Agreement; (2) the YMCA has the financial resources, or the ability to obtain sufficient financial resources, to meet its obligations under this Agreement; (3) YMCA has not allowed and will not allow any Lender to take a security interest in the Project , the Site, this Agreement, or a Related Document during the Term or any extension thereof; (4) any information provided by the YMCA for inclusion in a disclosure document for an issue of Bonds will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading; (5) the person executing this Agreement on behalf of the YMCA has been duly authorized to do so; (6) this Agreement is binding upon the YMCA in accordance with its terms; and (7) the execution of this Agreement and the performance by the YMCA of its obligations under this Agreement do not constitute a breach or event of default by the YMCA under any other agreement, instrument, or order to which the YMCA is a party or by which the YMCA is bound.

b) If in connection with the issuance of Bonds the City is required to deliver a certificate as to tax exemption (**Tax Certificate**) to satisfy requirements of the Internal Revenue Code, the YMCA agrees to provide, or cause to be provided, such facts and estimates as the City reasonably considers necessary to enable it to execute and deliver its Tax Certificate. The YMCA represents that such facts and estimates will be based on its reasonable expectations on the date of issuance of the Bonds and will be, to the knowledge of the officers of the YMCA providing such facts and estimates, true, correct and complete as of such date. To the extent that it exercises control or direction over the use or investment of any proceeds from the sale of Bonds (including, but not limited to, the use of the Project), the YMCA further agrees that it will not knowingly make, or permit to be made, any use or investment of such funds that would cause any of the covenants or agreements of the City contained in a Tax Certificate to be violated or that

would otherwise have an adverse effect on the tax-exempt status of the interest payable on the Bonds for federal income tax purposes.

c) The City represents and warrants to the YMCA that: (1) the City has the authority to enter into and perform its obligations under this Agreement; (2) the person executing this Agreement on behalf of the City has been duly authorized to do so; (3) this Agreement is binding upon the City in accordance with its terms; and (4) the execution of this Agreement and the performance by the City of its obligations under this Agreement do not constitute a breach or event of default by the City under any other agreement, instrument, or order to which the City is a party or by which the City is bound.

8.04 **Default/Remedies**.

a) If either Party fails to materially perform, observe or comply with any of its covenants, agreements or obligations imposed on such Party by this Agreement or a Related Document; or if, as to the YMCA, the YMCA voluntarily commences bankruptcy, insolvency, reorganization, stay, moratorium, or similar debtor-relief proceedings or shall have become insolvent or generally does not pay its debts as they become due or admits in writing its inability to pay its debts, or makes an assignment for the benefit of creditors, or insolvency, receivership, reorganization, bankruptcy, or similar proceedings shall have been commenced against YMCA and such noncompliance or proceedings remain undismissed or unstayed for a period of ninety (90) days, (**Failure**) and such Failure is not cured after notice and the expiration of the cure periods provided in this Section (or the applicable section of a Related Document), then such Failure shall constitute a **Default**. If a Failure is monetary, the non-performing Party shall have ten (10) business days after receipt of written notice of the alleged Failure from the other Party within which to cure the Failure. If a Failure is non-monetary, the non-performing Party shall have thirty (30) calendar days after receipt of written notice from the other Party within which to cure the Failure; provided however, that the cure period for a non-monetary Failure may be extended if and as allowed under **Section 8.05(d).**

b) If the YMCA is in Default, the City shall have available all remedies at law or in equity; including, without limitation, the right to withhold payments to YMCA under this Agreement and/or a Related Agreement, or to terminate this Agreement and/or a Related Agreement. All of the City's rights and remedies are cumulative and are in addition to any other right or remedy set forth in this Agreement or a Related Agreement, or which may now or subsequently exist at law or in equity, by statute or otherwise. If the City chooses to terminate this Agreement, it will provide written notice

of termination. With regard to the termination, the provisions of **Section 7.16** and **Section 7.17(d)** shall apply.

c) If the City is in Default, the YMCA shall have available all remedies at law or in equity; provided, however, no Default by the City shall entitle the YMCA to terminate this Agreement.

d) If the performance of a non-monetary covenant or obligation to be performed hereunder by any Party (i.e., not including a covenant or obligation to pay money) is delayed as a result of circumstances which are beyond the control of such Party (which circumstances may include, without limitation, acts of God, war, acts of civil disobedience, widespread pestilence, fire or other casualty, adverse weather conditions such as severe rain storms or tornadoes, labor action, strikes, changes in the law affecting the obligations of the Parties hereunder, or similar acts) (**Force Majeure**), the time for such performance shall be extended by the amount of time of the delay directly caused by and relating to such uncontrolled circumstances. The Party claiming delay of performance as a result of any of the foregoing Force Majeure events shall deliver written notice of the commencement of any such delay resulting from such force majeure event not later than three (3) calendar days after the claiming Party becomes aware of the same, unless prevented by such Force Majeure event from doing so, and if the claiming Party fails to so notify the other Party of the occurrence of a Force Majeure event causing such delay, the claiming Party shall not be entitled to avail itself of the provisions for the extension of time for performance contained in this Section.

8.05 **Remedies Outside the Agreement**. Nothing in this Agreement constitutes a waiver by the City of any remedy the City may have outside this Agreement against the YMCA, or any other person or entity involved in the design, construction, or installation of the Project. The City shall not be deemed to waive any defenses or immunities, whether sovereign, governmental, legislative, qualified or otherwise, all such defenses and immunities being expressly retained.

8.06 **Transfers and Assignments Prohibited**. Except as otherwise provided in **Section 7.17**, the YMCA shall have no right to convey, transfer, assign, mortgage, pledge, or otherwise encumber, in whole or in part, the YMCA's or the City's ownership interest in the Site or the Project, or YMCA's right, title, or interest to payments under this Agreement or a Related Agreement, including, but not limited to, any right, title, or interest of the YMCA in and to payments of the City's Actual Costs from Bond Proceeds or any other source. All transfers and assignments under this Agreement are prohibited, whether they are voluntary or involuntary, by merger, consolidation, dissolution, operation of law, or any other manner. Any purported transfer or assignment under this

Agreement or a Related Agreement, or of the Site or the Project in violation of this Section is void.

8.07 **City's Right to Perform** The City may, without prejudice to any other remedy it may have, correct deficiencies caused by the YMCA's failure to Complete, or cause to be Completed, the Project (or any part thereof) in accordance with this Agreement, or by any other YMCA Failure, provided that the YMCA has failed, within thirty (30) days after receipt of written notice from the City (or immediately in the event of an emergency, provided that the City shall provide written notice of such emergency to the YMCA within twenty-four (24) hours of obtaining knowledge thereof), to commence and continue correction of such Failure or Default with diligence and promptness. In such case, the City shall be entitled to deny all pending and future Draw Requests and deduct the reasonable cost of correcting such deficiencies (including compensation for any consultants' services made necessary by such Failure or Default) from the payments then or thereafter due to the YMCA. If such payments due to the YMCA are not adequate to cover the City's costs, the YMCA shall pay the difference to the City, which difference shall be due and payable within fifteen (15) days after receipt of notice thereof from the City. Performance of work by the City pursuant to this Section shall not relieve the YMCA of any of its obligations under this Agreement with respect to design and construction of the Project if and to the extent such work is performed in accordance with this Agreement.

8.08 **Applicable Law; Venue**. This Agreement is being executed and delivered and is intended to be performed in the State of Texas. Except to the extent that the laws of the United States may apply, the substantive laws of the State of Texas shall govern the interpretation and enforcement of this Agreement. In the event of a dispute involving this Agreement, venue shall lie in any court of competent jurisdiction in Williamson County, Texas.

8.09 **Notice**. Any notice referenced in this Agreement must be in writing and shall be deemed given at the addresses shown below: (1) when delivered by a nationally recognized delivery service such as FedEx or UPS with evidence of delivery signed by any person at the delivery address regardless of whether such person is the named addressee; or (2) 72 hours after deposited with the United States Postal Service, Certified Mail, Return Receipt Requested. In either case, notice must also be sent via email.

To the City: City of Georgetown
P.O. Box 409
Georgetown, Texas 78627

or
808 Martin Luther King Jr. St.
Georgetown, Texas 78626
Attn: City Manager
Email: CityManagersOffice@georgetown.gov

With a copy to:

City of Georgetown
P.O. Box 409
Georgetown, Texas 78627
Attn: City Attorney
or
808 Martin Luther King Jr. St.
Georgetown, Texas 78626
Attn: City Attorney and City Manager
Email: LegalGroup@georgetown.gov

To the YMCA:

YMCA of Central Texas
1812 N Mays St.
Round Rock, TX 78664
Attn: Chief Executive Officer
Email: jandresen@ymcactx.org

With a copy to:

YMCA of Central Texas
PO Box 819
Round Rock, TX 78680
Attn: Chief Financial Officer
Email: kbolin@ymcactx.org

Any Party may change its address by delivering notice of the change in accordance with this Section.

8.10 **Conflicts; Amendment**. In the event of any conflict between this Agreement, a Related Document, and any other instrument, document, or agreement by which either Party is bound: (1) first, the provisions and intent of any applicable Bond

Ordinance shall control, and (2) second, the provisions and intent of this Agreement shall control subject only to the terms of any applicable Bond Ordinance. This Agreement may only be amended by written agreement of executed by duly authorized representatives of the City Council and the YMCA Governing Body.

8.11 **Severability**. If any provision of this Agreement is held invalid by any court, such holding shall not affect the validity of the remaining provisions.

8.12 **Non-Waiver**. The failure by a Party to insist upon the strict performance of any provision of this Agreement by the other Party, or the failure by a Party to exercise its rights upon a Default by the other Party, shall not constitute a waiver of such Party's right to insist and demand strict compliance by such other Party with the provisions of this Agreement.

8.13 **Third-Party Beneficiaries**. Nothing in this Agreement is intended to or shall be construed to confer upon any person or entity other than the City and the YMCA. All provisions of this Agreement shall be for the sole and exclusive benefit of the City and the YMCA.

8.14 **Counterparts**. This Agreement may be executed in multiple counterparts, which, when taken together, shall be deemed one original.

8.15 **Texas Ethics Commission Form 1295 Certificate of Interested Parties**. The YMCA hereby verifies that it has submitted a disclosure of interested parties to the City pursuant to the requirements of Section 2252.908, Texas Government Code and Chapter 46 of the rules of the Texas Ethics Commission.

8.16 **Employment of Undocumented Workers**. During the term of this Agreement, and to the extent required under State law, the YMCA agrees not to knowingly employ any undocumented workers and, if convicted of a violation under 8 U.S.C. Section 1324a (f), the YMCA shall repay the taxes abated herein within 120 days after the date the YMCA is notified by the City of such violation, plus interest at the rate of six percent (6%) compounded annually from the date of violation until paid. Pursuant to Section 2264.101 (c), Texas Government Code, a business is not liable for a violation of Chapter 2264 by a subsidiary, affiliate, or franchisee of the business, or by a person with whom the business contracts.

8.17 **Sales and Use Tax Exemption**. The Parties understand that, as municipally and publicly owned and acquired properties, all costs of materials, other properties and services used in constructing the Project to be acquired by the City are exempt under the current Tax Code from sales and use taxes levied by the State of Texas, or by any city,

county, special district, or other political subdivision of the State, as set forth in Section 151.309 of Tax Code and 34 Tex. Admin. Code § 3.291. Upon request of the YMCA, and to the extent provided by law, the City will provide such certifications to the YMCA and/or to suppliers and contractors as may be required to assure the exemptions claimed herein. The City and the YMCA shall cooperate in structuring the construction contracts for the Project to comply with requirements (including those set forth in 34 Tex. Admin. Code § 3.291) for exemption from sales and use taxes.

8.18 **Further Assurances.** Each Party and its officers and directors shall use all commercially reasonable efforts to take, or cause to be taken, all further actions necessary or desirable to carry out the purposes of this Agreement.

EXHIBIT LIST:

Exhibit A	The Site (legal description and survey)
Exhibit B	Architectural Standards
Exhibit C-1	Draw Request Form
Exhibit C-2	Draw Procedures
Exhibit D	Monthly Report For
Exhibit E	Required Features
Exhibit F	Insurance
Exhibit G	Bonds
Exhibit H	General Depictions of the Project

[*Signatures and acknowledgements follow on separate sheets*]

THE CITY:

THE CITY OF GEORGETOWN, TEXAS
A Texas home-rule municipality

By: _____
Josh Schroeder, Mayor

ATTEST:

By: _____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

By: _____
Skye Masson, City Attorney

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me the ____ day of _____202_, 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

THE YMCA:

Young Men's Christian Association of Central Texas, a Texas non-profit corporation

By: _____

Printed Name:_____

Title:_____

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me the ____ day of _____, 202_ by _____, President and Chief Executive Officer of the Young Men's Christian Association of Central Texas, a Texas non-profit corporation, on behalf of said corporation.

(seal)

_____
Notary Public, State of Texas

EXHIBIT A
Description of the Site

EXHIBIT B
ARCHITECTURAL STANDARDS

A. Building Materials.

At least eighty percent (80%) of the collective walls of a building shall be finished in one or more of the following building materials:

1. Brick, stone, cast stone, rock, marble, granite, glass block or tile;
2. Stucco or plaster;
3. Split-face concrete block, poured-in-place concrete, and tilt-wall concrete. Any use of concrete products shall have an integrated color and be textured or patterned. Tilt-wall concrete structures shall include reveals, punch-outs or other similar surface characteristics to enhance the wall on at least ten percent (10%) of each wall;
4. Glass with less than twenty percent (20%) reflectance. However, a maximum of fifty percent (50%) of the first two stories or floors of a building may be constructed in glass. Above the first two stories or floors, there are no restrictions on the amount of glass;
5. The following materials may be counted towards the minimum building material requirement if they are installed a minimum of four feet above ground level, but shall not comprise more than sixty percent (60%) of the collective walls of the building.
    a. Exterior insulation and finish system (EIFS) or equivalent product; or
    b. Cellulose fiber-reinforced cement building siding that is horizontally installed, such as Hardi-plank or similar product approved by a nationally-recognized building products evaluation service.

B. **Color.**

1. Side and rear walls shall be finished in a similar color as the front of the building. For sites with multiple buildings, outparcels/pad sites, secondary or accessory buildings, see Section 7.03.060.
2. Any use of color such as bands, stripes, patterns, outlines or delineations displayed for the purpose of commercial identification (corporate colors) shall not comprise more than twenty percent (20%) of any wall or visible roof face, per the Code definition of "sign" in Chapter 16.

C. **Roof Styles.**

The following types of roof styles are prohibited:

1. Mansard roofs and canopies without a minimum vertical distance of eight feet and at an angle not less than 25 degrees and not greater than 70 degrees;
2. Roofs less than or equal to a 2-to-12 pitch unless full parapet coverage is utilized; and
3. Back-lit awnings used as a mansard or canopy roof.

D. **Roof Treatments.**

1. Parapets shall be used on all flat roofs and meet the following minimum requirements:
    a. Parapets shall extend a minimum of two feet above the roof line;
    b. Parapets shall conceal all roof top equipment located on a flat roof from the view of adjacent properties and rights-of-way;
    c. Parapets shall adhere to the vertical and horizontal requirements for the relevant building wall as described in Subsection 7.03.040.C above;
    d. Parapets shall require cornice detailing;

e. Parapets shall consist of similar materials and colors as the building walls;

f. Parapets shall not be considered during calculations for building height to determine articulation requirements.

2. Where overhanging eaves are used, overhangs shall be no less than two feet beyond the supporting walls.

3. All roof-mounted mechanical equipment shall be screened from view on four sides in accordance with Section 8.04.070.

4. Roof-mounted photovoltaic solar panels are not considered roof-mounted mechanical equipment for the purposes of this section, but any form of electrical conveyance equipment shall be screened.

5. Roof lighting shall comply with Subsection 7.04.010.C.

E. **Entryways and Entrance Treatments.**

1. Any front entry to a building shall be set back from the drive aisle a minimum distance of 15 feet.

2. Single-use or multi-tenant buildings over 60,000 square feet in size shall provide clearly defined, highly visible customer entrances that include an outdoor patio area that is a minimum of 200 square feet in area and incorporates the following:

a. Benches or other seating components;

b. Decorative landscape planters or wing walls that incorporate landscaped areas; and

c. Structural or vegetative shading.

3. Pedestrian routes shall be provided between the parking and building(s).

Building Articulation and Architectural Features.

A. **Purpose.**

In order to provide attention in design and human scale and to avoid the massive appearance of large walls and structures, articulation techniques, and architectural features shall be incorporated into the building design.

B. **Applicability.**

Articulation shall apply to all building walls facing a public street, public park or adjacent Residential Zoning District. However, a wall facing an adjacent Residential District or public park is not required to meet the articulation provisions for such a wall meeting the following criteria:

1. The wall is on a building that is less than 20 feet in height;

2. The wall is set back at least 30 feet from the lot line; and

3. The wall is screened by a High Level Bufferyard that includes a solid screening wall.

C. **Building Articulation.**

1. **Horizontal Articulation (Footprint).**

a. No building wall shall extend laterally for a distance greater than three times the building's average height without a perpendicular offset of at least twenty-five percent (25%) of such height.

b. Where the length of the wall is less than 60 feet, articulation is not required.

c. The perpendicular offset shall extend laterally for a distance equal to at least seventy-five percent (75%) of the building's average height.

d. The perpendicular and lateral offset(s) may be divided and distributed throughout the length of the wall if the applicant demonstrates, to the satisfaction of the Director, that the intent of this section has been met.

2. **Vertical Articulation (Elevation).**

a. No building wall shall extend laterally for a distance greater than three times the building's average height without a change in vertical elevation of at least twenty-five percent (25%) of such height.

b. The change in elevation shall extend laterally for a distance equal to at least seventy-five percent (75%) of the building's average height.

c. The vertical change(s) in elevation may be divided and distributed throughout the length of the wall if the applicant demonstrates, to the satisfaction of the Director, that the intent of this section has been met.

D. **Architectural Features.**

In addition to the horizontal and vertical articulation requirements, all building walls shall incorporate at least three of the architectural features listed in Subsections 1. and 2. below. Building walls greater than 100 feet in length or buildings greater than 30 feet in height shall incorporate an additional two items from Subsection 2. below.

1. Awnings, canopies, arcades, alcoves, windows, projections, recessed entries ornamental cornices, pillar posts, decorative light features, variation in building wall materials, integrated planters or water features or other similar building element features as approved by the Director or their designee.

2. Offsets, covered porches, stepped-back heights, porticos, varied wall surfaces, or other similar building elements as approved by the Director or their designee.

(Ord. No. 2017-15, § 2, 2-28-2017)

Architectural Compatibility.

A. **Building Walls.**

All building walls facing a public street, public park, or adjacent Residential District shall be designed with consistent architectural style, detail, and trim features as required by the provisions of Section 7.03. The building materials, color, window and entrance door details, and other similar architectural elements on these walls shall continue onto and be compatible with the architectural elements on the adjoining walls for the length of the adjoining walls.

B. **Buildings.**

Sites with multiple buildings, outparcels/pad sites, secondary, and accessory buildings shall be designed to employ architectural elements that are integrated with and common to those used on the primary structure of the site. Architectural elements shall be deemed compatible if consistent in, but not limited to: building materials, color, roof style and pitch, and architectural design and detail. For structures on outparcels/pad sites, all exterior walls shall meet the highest level of treatment outlined in Subsection A. above and the preceding sections.

Alternative Building Design.

To provide flexibility in the attainment of harmonious building design, an applicant may request an Alternative Building Design using the Administrative Exception process detailed in Section 3.16 of this Code. An Alternative Building Design may be proposed to the provisions for the Building Articulation and Architectural Features, Building Elements, and Architectural Compatibility Sections of this chapter. The Director shall consider the

following criteria and standards in determining whether to grant an Administrative Exception for an Alternative Building Design:

A. Whether, if the Administrative Exception is granted:

1. The design would meet the intent, if not the letter, of the design standards set forth in this chapter;

2. The design would produce an aesthetically pleasing building(s) that is comparable to buildings meeting the minimum design standards of Section 7.03;

B. Alternative materials such as wood, metal, and glass if they are incorporated into an overall architectural design in an appropriate manner;

C. The locations of building walls in relation to an interior public street or an exterior public street in regards to a Business Park or Industrial Park;

D. If building walls are significantly screened from view by other buildings on site, natural features, or fencing; and

E. A variety of building elements or design techniques, additional screening or landscaping or other site design features are used.

EXHIBIT C-1
FORM OF DRAW REQUEST

SUMMARY:

DATE SUBMITTED:_____

PERIOD COVERED:_____

TOTAL AMOUNT:_____

10% OF TOTAL AMOUNT:_____

The undersigned is an agent for YMCA of Central Texas, a Texas non-profit corporation, (*"**YMCA**") and requests the City of Georgetown, Texas (the "**City**") approve payment from the **City's Project Fund** in the amount not to exceed twenty percent (20%) of _____U.S. DOLLARS AND 00/100 ($_____) for labor, materials, fees, and/or other general costs related to work done under the **Public Construction Contract,** as detailed below and in the attached **Supporting Documentation**.

Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in that certain "Construction Agreement for New Recreational Facility between the YMCA and the City" (the "**Construction Agreement**").

In connection with this Draw Request, the YMCA represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the YMCA, is qualified to execute this Draw Request on behalf of the YMCA, and is knowledgeable as to the matters set forth herein.

2. The work described in Attachment 1 was performed pursuant to and in compliance with the Public Construction Contract and has been Completed.

3. The payment requested for the below referenced work has not been the subject of any prior payment request submitted for the same work to the City or, if previously requested, no disbursement was made with respect thereto.

4. The payment requested below does not include sales tax.

5. YMCA has withheld at ten percent (10%) of the total amount due to the CMR described in this Draw Request as retainage pursuant to the requirements of Chapter 2252 of the Texas Government Code. The amount below does not include the amount withheld from payment to the CMR as retainage.

6. The payment requested below does not include any work done pursuant to a Private Construction Contract (or any other contract or agreement other than the Public Construction Contract).

7. The amount listed for the work described below is a true and accurate representation of the cost associated with the creation, acquisition, or construction of said work and such costs are in compliance with the Public Construction Agreement. All information and documents in YMCA's possession or under its control supporting the requested amount of costs claimed herein (the "**Supporting Documentation**") is included with this certified Draw Request. The Supporting Documentation is presented in *Attachments 1-4* to this Draw Request. The YMCA will provide additional Supporting Documentation to the City on request.

8. The YMCA is in compliance with the terms and provisions of the Public Construction Agreement and the Related Documents.

9. The payment requested below does not exceed the Per Draw Payment Cap (as defined in the Construction Agreement).

10. The YMCA confirms that all work with respect to the work referenced below (or its completed segment) has been completed.

11. The YMCA agrees to cooperate with the City in conducting its review of the requested payment and Supporting Documentation, and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

12. The YMCA confirms that based on all prior amounts paid to YMCA from the City's Project Fund as of the date of this Draw Request and based on the percentage of completion of the Project as of the date of this Draw Request as verified by the City payment of the amounts requested in this Draw Request, taking into account all prior payments from the City's Project Fund and the amount of work related to Project remaining to be completed as of the date of this Draw Request will not cause the amounts on deposit in City's Project Fund to fall below the amount necessary to complete the remaining Publicly Funded Elements taking into account the amounts available to the YMCA under the YMCA Financing Commitments.

13. **Payments requested are as follows:**

a. TOTAL AMOUNT REQUESTED BY CMR

b. RETAINAGE WITHHELD

c. TOTAL AMOUNT REQUESTED BY YMCA FROM CITY'S FINANCIAL CONTRIBUTION (NOT TO EXCEED THE PER DRAW PAYMENT CAP)

14. Payment / Wire Instructions

Attached hereto as Supporting Documentation (*see* Attachments 2 – 4) are invoices, cancelled checks, receipts, purchase orders, change orders, and similar instruments which support and validate the above requested payments. Also attached hereto are "bills paid" affidavits and/or lien releases and supporting documentation in the standard form for City construction projects.

Pursuant to the Public Construction Agreement, after receiving this payment request, the City has inspected the Project (or completed segment) and confirmed that said work has been completed in accordance with the Applicable Laws, and the City and the YMCA have accepted the Project (or completed segments) for ownership, operation, and maintenance (in shares as applicable pursuant to the Construction Agreement and the Operating Agreement required by Construction Agreement).

Required Attachments:
Supporting Documentation (*See* Attachments 1-4)

I hereby declare that the above representations and warranties and the Supporting Documentation provided are true and correct.

Young Men's Christian Association of Central Texas,
a Texas nonprofit corporation

By:_____

Name:_____

Title:_____

Date:_____

Attachment 1 to Draw Request

Work Completed under this Draw Request

YMCA: Please insert AIA G702 here

Attachment 2 to Draw Request

Bills Paid Affidavits or Waivers and Lender Waivers

[Attach unconditional waivers and/or bills paid affidavits evidencing that all contractors and subcontractors that performed work described in Attachment 1 has been paid in full for all work completed through the date of the previous Certification for Payment]

[Attach lender consents or approvals]

Attachment 3 to Draw Request

Attachment 4 to Draw Request

APPROVAL OF REQUEST BY CITY

The City is in receipt of the attached Draw Request, acknowledges the Draw Request, acknowledges that the Project (or a completed segment) covered by the Draw Request have been inspected by the City, and otherwise finds the Draw Request to be in order. After reviewing the Draw Request, the City approves the Draw Request and approves direct payment to be made from the City's Project Fund to the YMCA or to any person designated in writing to the City by the YMCA.

CITY OF GEORGETOWN, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT C-2
DRAW PROCEDURES

1. No Draw Requests shall be submitted prior to the Draw Date.

2. Draw Requests shall only be submitted for work done under the Public Construction Contract.

3. Draw Requests shall not be submitted more than once per calendar month.

4. Upon receipt from the YMCA of a complete and certified Draw Request (along with all accompanying documentation required by the City), the City shall conduct a review in order to confirm that such request is complete, that the work for which payment is requested was performed in accordance with all Applicable Laws, that the work has been inspected by the City and accepted by the City and the YMCA (as applicable, pursuant to the Operating Agreement) for ownership, operation, and to verify and approve the City's Actual Costs of such work specified in such certificate, provided that no City inspection, acceptance, or payment of funds shall relieve the YMCA from its obligations herein nor waive any rights the City has hereunder. The City shall also conduct such review as is required in its discretion to confirm the matters certified in the Draw Request.

5. The YMCA agrees to cooperate with the City in conducting each such review required to be made for the approval of a Draw Request; and the YMCA agrees to provide the City with such additional information and documentation as is reasonably necessary for the City to conclude each such review.

6. Within fifteen (15) business days following receipt of any Draw Request, the City shall either: (1) approve such Draw Request, or (2) provide the YMCA with written notification of disapproval of all or part of such certificate, specifying the basis for any such disapproval. Any disputes shall be resolved as required by **Section 8** below.

7. If proceeds from Bonds are still available after all the Publicly Funded Elements are Complete and accepted by the City and the YMCA in accordance with the Operating Agreement, and the YMCA has been reimbursed for all unreimbursed City's Actual Costs incurred in connection therewith, the proceeds may be utilized to finance other Publicly Funded Elements approved by the City within the New Recreational Facility which

reimbursements are not being received by the YMCA from other public sources.

8. For any disputes regarding disbursements from the City's Project Fund, the YMCA must notify the City in writing and provide a detailed explanation of the dispute, along with any applicable evidence. The YMCA must continue performing under this Agreement while the dispute is being addressed, and the existence of a dispute does not excuse either Party from adhering to its obligations. The City shall review the YMCA's written dispute, and the Parties will endeavor to resolve their dispute. If the Parties cannot resolve the dispute within sixty (60) days, the Parties shall mediate the dispute in Georgetown, Texas.

EXHIBIT D
CONTENTS OF MONTHLY REPORT

The following information shall be provided to the City in hard copies, PDF or otherwise made available to the City through construction management software (such as Procore). If updates are provided through construction management software, YMCA shall provide the City with a license at no cost to the City.

Pay Applications

Site visit reports

COR log/response

RFI log/response

Progress report

Construction meeting minutes

Schedule Updates

Contractor Daily log

Weather log

Accident reports

Materials Testing reports

Photographs

SWPPP log/report and remediation

Preinstallation conferences

Startup and trainings

EXHIBIT E
REQUIRED FEATURES

The term "Required Features" shall mean and include an enclosed, under roof area in the New Recreational Facility constructed to accommodate and include all of following elements or features at the Final Minimum Size:

Indoor Areas	Final Minimum Size Square foot
Health and Wellness Fitness	7,284
Group Ex. 1	2,027
Group Ex. 2/Spin Room	1,410
Cardio Theater	934
Gymnasium	8,740
Gym Storage	165
Kids Zone/ Child Watch	2,016
Youth Teen Zone	769
Gymnastics/Dance/Aux. Gym	3,110
Indoor Rec Pool	9,712
Steam Room	175
Sauna	164
Universal Locker Room	2,332
Lobby/Lounge/ Circulation	5,966
Admin	1,311
Pool Equipment	1,289
Mechanical/RR	1,783
Community Room	1,115
Wall/Cross SF Factor	4,248
Total Areas	54,240

The Required Features must be clearly identified in the Schematic Plans and Design Documents, and either the Public Construction Contract or the Private Construction Contract (as applicable).

EXHIBIT F
INSURANCE REQUIREMENTS

For this Exhibit, YMCA shall either provide the required insurance or cause another to provide the insurance and any reference to YMCA shall be interpreted accordingly.

1. Insurance Required-General. YMCA shall either purchase or cause the purchase and maintain insurance in the types and amounts indicated herein for the duration of the "*Construction Agreement for New Recreational Facility*" between the City of Georgetown, Texas (the "City") and the YMCA of Central Texas (the "YMCA") (the "AGREEMENT"). Failure to purchase and maintain the required insurance shall be grounds for termination of the AGREEMENT. YMCA shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the AGREEMENT.

2. **Additional Insureds Required.** Except for the Worker's Compensation policies required by Section 15 of this Exhibit, all other insurance policies required herein to be obtained by YMCA must state that the City, its officials, directors, employees, representatives, and volunteers are added as additional insureds with regard to operations and activities by or on behalf of the named insureds performed under the AGREEMENT. The additional insured status must cover completed operations as well, and the policy covering completed work must remain in effect until the expiration of the statue of repose.

3. **Certificates of Insurance/Endorsements/Notices.**

a. YMCA must furnish certificates of insurance (and other evidence of insurance requested by the City) to the City within ten (10) calendar days of the City's written request as verification of the required coverage. YMCA must also complete and forward the required certificates of insurance to the City whenever a previously identified policy period has expired, as verification of continuing coverage

b. All endorsements naming the City as additional insured, waivers, and notices of cancellation, and the certificate of insurance shall indicate and be sent to: City of Georgetown, 808 Martin Luther King Jr. St., Georgetown, Texas 78626, ATTN: City Secretary.

4. **No Limit on Liability.** Approval of insurance by the City shall not relieve or decrease the liability of the YMCA and shall not be construed to be a limitation of liability on the part of the YMCA.

5. **Minimum Insurance Company Qualifications.** All insurance coverage identified herein must be written by companies licensed to do business in the State of Texas at the time the policies are issued and be written by companies with A.M. Best ratings of B+VII

or better, except for hazardous material insurance which shall be written by companies with A.M. Best ratings of A- or better.

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

7. **City's Rights Regarding Policy Terms and Conditions and Coverage Amounts.**

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

b. The City reserves the right to review insurance requirements set forth during the term of the AGREEMENT and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the YMCA.

8. **Premiums, Deductibles, Retention.** The YMCA shall be responsible for premiums, deductibles, and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the certificate of insurance.

9. **Required Notice.** All policies must contain the following language: "This policy shall not be cancelled, materially changed, or not renewed until after thirty (30) days prior written notice has been given to the City of Georgetown, Texas." In addition, YMCA shall provide the City with thirty (30) days prior written notice of erosion of the aggregate limits below occurrence limits for all insurance policies relating to the Agreement.

10. Transit and Storage. If City-owned property is being transported or stored off-site by the YMCA, then the appropriate policy must be endorsed for transit and storage in an amount sufficient to protect the City's property.

11. **Contractors and Subcontractors.** Without limiting any of the other obligations or liabilities of the YMCA, the YMCA shall require the Private Contractor (as that term is defined in the AGREEMENT) and each and subcontractor performing work under the Private Construction Contract (as that term is defined in the Agreement), and the and the CMR (as that term is defined in the Agreement), and each subcontractor performing work under the Public Construction Contract (as that term is defined in the AGREEMENT) at no expense to the City, to maintain during the term of the relevant construction contract,

the same stipulated minimum insurance coverages, including the required provisions and additional policy conditions, as set forth in this Exhibit. As an alternative, the YMCA may include the Private Contractor(s) and CMRs and their respective subcontractors as additional insureds on the YMCA's own coverage as prescribed under these requirements. The YMCA's certificate of insurance shall note in such event that the Private Construction Contractor(s) and CMR and their respective subcontractors are included as additional insureds and that the YMCA agrees to provide Workers' Compensation for the them and their employees. The YMCA shall obtain and monitor the certificates of insurance from the Private Contractor(s) and CMR to assure compliance with the insurance requirements. The YMCA must retain the certificates of insurance for the duration of the Public Construction Contract and the Private Construction Contract(s), as applicable, plus five (5) years, and shall have the responsibility of enforcing these insurance requirements among the Private Contractor(s), the CMR, and their respective subcontractors. The City shall be entitled, upon request and without expense, to receive copies of the certificates.

12. **Liability Insurance.** The YMCA shall cause to be purchased and maintain such liability and other insurance as is appropriate for the work to be performed under the Private Construction Contract(s) and the Public Construction Contract, and as will provide protection from the types of claims described below which may arise out of or result from the Private Contractor's or CMR's performance under the Private Construction Contract or the Public Construction Contract, whether it is to be performed by the Private Contractor(s), CMR, or any of their respective subcontractors or suppliers,, or by anyone directly or indirectly employed by any of them to perform any of the work described in those contracts, or by anyone for whose acts any of them may be liable:

a. Blanket contractual liability coverage for liability and indemnifications assumed under the Private Construction Contract(s), Public Construction Contract, and all other contracts relative to the Project (as that term is defined in the AGREEMENT).

b. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

c. claims for damages because of bodily injury, occupational sickness or disease, or death of the Private Contractor(s)' or CMRs' employees;

d. claims for damages because of bodily injury, sickness or disease, or death of any person other than Private Contractor(s)' or CMRs' employees;

e. Completed Operations/Products Liability coverage until the end the statute of repose period;

f. Explosion, Collapse and Underground (X, C & U) coverage;

g. Independent contractor's coverage;

h. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

1. by any person as a result of an offense directly or indirectly related to the employment of such person by the Private Contractor or the CMR, as applicable, or

2. by any other person for any other reason;

i. claims for damages, other than to the work itself (as the work is described in the Private Construction Contract(s) and the Public Construction Contract), because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

j. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

13. **The policies of insurance required by Section 12 of this Exhibit shall**:

a. with respect to insurance required by Section 12.c. through Section 12.f. of this Exhibit, inclusive, include as additional insured (subject to any customary exclusion regarding professional liability) the City, which shall be listed as an additional insured, and include coverage for the officers, directors, partners, employees, agents, attorneys, consultants and subcontractors of the City, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

b. include at least the specific coverages and be written for not less than the limits of liability provided below (for liability for bodily injury and property damages with a combined bodily injury (including death) and property damage) or required by applicable law, whichever is greater;

- $5,000,000 per occurrence, and
- $10,000,000 general aggregate

c. include products and completed operations insurance with a minimum limit of $2,000,000 aggregate;

d. include contractual liability insurance covering the Private Contractor(s)' and the CMR's respective indemnity obligations under the Private Construction Contract and the Public Construction Contract;

e. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty (30) days prior written notice has been given to the City and, as applicable, to the Private Contractor or CMR, and to each other additional insured identified in the Supplementary Conditions of the Private Construction Contract(s) or Public Construction Contract to whom a certificate of insurance has been issued (and the

certificates of insurance furnished by the YMCA pursuant to Section 3 of this Exhibit will so provide);

f. remain in effect at least until final payment and at all times thereafter when the YMCA may be correcting, removing, or replacing defective elements of the Project (or causing same to occur), or until after the expiration of the statute of repose period, whichever is longer; and

g. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two (2) years after final payment.

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

a. Waiver of Subrogation endorsement TE 2046A;
b. 30-day Notice of Cancellation endorsement TE 0202A; and
c. Additional Insured endorsement TE 9901 B.
d. Provide coverage in the following types and amounts:
e. A minimum combined bodily injury and property damage limit of $1,000,000 per occurrence. No aggregate shall be permitted for this type of coverage.
f. Include coverage for loading and unloading hazards.

15. **Workers' Compensation Insurance Coverage**.

a. Definitions:

- Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the work under the Private Construction Contract(s) and the Public Construction Contract.
- Duration - includes the time from the beginning of the work by the Private Contractor under the Private Construction Contract(s) and by the CMR under the Public Construction Contract, until the Project (as that term is defined in the AGREEMENT) has been Completed and accepted by the City and the YMCA.
- Persons providing services to the Private Contractor under the Private Construction Contract(s) and CMR under the Public Construction Contract ("subcontractor" in Texas Labor Code § 406.096) - includes all persons or entities performing all or part of the services that the Private Contractor or CMR has undertaken to perform under the Private Construction Contract(s) or the Public Construction Contract, regardless of whether that person contracted directly with

the Private Contractor(s) or CMR and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other services related to the Private Construction Contract(s) or the Public Construction Contract. "Services" does not include activities unrelated to the Private Construction Contract(s) or the Public Construction Contract, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

b. The YMCA shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code § 401.011(44) for all employees of the YMCA providing services under the AGREEMENT, the Private Construction Contract(s), or the Public Construction Contract, for the duration of those agreements. Workers' Compensation and Employers' Liability Insurance Coverage shall be consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Texas Labor Code § 401 et seq.). The YNCA shall assure compliance with by submitting two (2) copies of a standard certificate of coverage (e.g. ACCORD form) to the City for every person providing services under the Private Construction Contract(s) and the Public Construction Contract as acceptable proof of coverage. The required Certificate of Insurance must be presented as evidence of coverage for the YMCA. Workers' Compensation Insurance coverage written by the Texas Workers Compensation Fund is acceptable to the City. The YMNCA's shall apply to the State of Texas and include these endorsements in favor of the City:

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

c. The YMCA must provide a certificate of coverage to the City after executing the Private Construction Contract(s) and the Public Construction Contract, but prior to issuance of the Notice to Proceed.

d. If the coverage period shown on the YMCA's current certificate of coverage ends during the duration of the AGREEMENT, the Private Construction Contract(s), or the Public Construction Contract, the YMCA must, prior to the end of the coverage period, file a new certificate of coverage with the City showing that coverage has been extended.

e. The YMCA shall obtain from each person providing services under the Private Construction Contract(s) and the Public Construction Contract, and provide to the City:

(1) a certificate of coverage, prior to that person beginning work on the project, so the OWNER will have on file certificates of coverage showing coverage for all persons providing services on the project; and

(2) no later than seven (7) days after receipt by the YMCA, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of Private Construction Contract or the Public Construction Contract, as applicable.

f. The YMCA shall retain all required certificates of coverage for the duration of the Private Construction Contract(s) and the Public Construction Contract, and for one (1) year thereafter.

g. The YMCA shall notify the City in writing by certified mail or personal delivery, within ten (10) days after the YMCA knew or should have known, of any change that materially affects the provision of coverage of any person providing services related to the Private Construction Contract(s) or the Public Construction Contract.

h. The YMCA shall post on the Site (as that term is defined in the AGREEMENT) a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage. This notice does not satisfy other posting requirements imposed by the Act or other commission rules. This notice must be printed with a title in at least thirty (30) point bold type and text in at least nineteen (19) point normal type, and shall be in both English and Spanish and any other language common to the worker population. The text for the notices shall be the following text provided by the commission on the sample notice, without any additional words or changes:

"REQUIRED WORKERS' COMPENSATION COVERAGE"

"The law requires that each person working on this site or providing services related to this construction Project must be covered by workers' compensation insurance. This includes persons providing, hauling, or delivering equipment or materials, or providing labor or transportation or other service related to the project, regardless of the identity of their employer or status as an employee."

"Call the Texas Workers' Compensation Commission at 512-440-3789 to receive information on the legal requirement for coverage, to verify whether your employer has provided the required coverage, or to report an employer's failure to provide coverage."

i. The YMCA shall contractually require each person with whom it contracts to provide services related to the Private Construction Contract(s) or the Public Construction Contract, to:

(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code § 401.011(44) for all of its employees providing services related to the Private Construction Contract(s) or the Public Construction Contract for the duration of the applicable contract having minimum policy limits as required to meet the statutory requirements of Texas Labor Code § 401.011(44), or the following amounts, whichever is greater:

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

(2) provide to the City, prior to that person beginning services related to the Private Construction Contract(s) or the Public Construction Contract, a certificate of coverage showing that coverage is being provided for all employees of the person providing services related to the Private Construction Contract(s) or the Public Construction Contract, for the duration of the applicable contract;

(3) provide the City, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Private Construction Contract(s) or the Public Construction Contract;

(4) obtain from each other person with whom it contracts, and provide to the YMCA:

- a certificate of coverage, prior to the other person beginning services related to the Private Construction Contract(s) or the Public Construction Contract; and
- a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Private Construction Contract(s) or Public Construction Contract, as applicable;

(5) retain all required certificates of coverage on file for the respective terms of the Private Construction Contract(s) and the Public Construction Contract, and for one(1) year thereafter;

(6) notify the City in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services related to the Private Construction Contract(s) or the Public Construction Contract t; and

(7) contractually require each person with whom it contracts, to perform as required by subsections (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

j. By signing the AGREEMENT or providing or causing to be provided a certificate of coverage, the YMCA is representing to the City that all employees of the YMCA who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the YMCA to administrative penalties, criminal penalties, civil penalties, or other civil actions.

k. The YMCA's failure to comply with any of these provisions is a breach of the AGREEMENT by the YMCA which entitles the City to unilaterally declare AGREEMENT void if the YMCA does not remedy the breach within ten (10) days after receipt of notice of breach.

16. **Builder's Risk Insurance**

a. The YMCA shall purchase and maintain property insurance upon the Project (as that term is defined in the AGREEMENT) in the amount of the full replacement cost thereof. This insurance shall:

(1) include the interests of the City, the YMCA, the Private Contractor(s), the CMR, all subcontractors, the Architect, and any other individuals or entities identified in the Supplementary Conditions to the Private Construction Contract(s) and the Public Construction Contract, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;

(2) be written on a Builder's Risk "all risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Project, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, wind, hail, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of laws and regulations, water damage, flood, and such other perils or causes of loss;

(3) include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

(4) cover materials and equipment stored at the Site or at another location that was agreed to in writing by the City prior to being incorporated in the Project, provided that such materials and equipment have been included in an Application for Payment recommended by the duly authorized City Representative (as that term is defined in the AGREEMENT);

(5) allow for partial utilization of the New Recreational Facility (as that term is defined in the AGREEMENT) by the City;

(6) include testing and startup; and

(7) be maintained in effect until final payment is made unless otherwise agreed to in writing by the City with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

b. The YMCA shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the City or laws and regulations which will include the interests of the City, the YMCA, the Private Contractor(s), the CMR, all subcontractors, the Architect, and any other individuals or entities identified in the Supplementary Conditions to the Private Construction Contract(s) and the Public Construction Contract, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them,, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

c. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with Section 16 of this Exhibit will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least thirty (30) days prior written notice has been given to the City, the YMCA, the Private Contractor(s), the CMR, all subcontractors, the Architect, and any other individuals or entities identified in the Supplementary Conditions to the Private Construction Contract(s) and the Public Construction Contract, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Section 18 of this Exhibit.

d. The City shall not be responsible for purchasing and maintaining any property insurance specified herein to protect the interests of YMCA, the Private Contractor(s) the CMR, or anyone else providing services under the Private Construction Contract or the Public Construction Contract. The risk of loss within such identified deductible amount will be borne by the YMCA, the Private Contractor(s), the CMR,, Subcontractors, or others suffering any such loss, and if

any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

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

18. **Waiver of Right**s

a. The City and the YMCA intend that all policies purchased in accordance with Section 16 of this Exhibit (Builder's Risk Insurance) will the City, the YMCA, the Private Construction Contractor(s), the CMR, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder.

19. **Receipt and Application of Insurance Proceeds**

a. Any insured loss under the policies of insurance required by Section 16 of this Exhibit (Builder's Risk Insurance) will be adjusted with the City and made payable to the City as fiduciary for the insureds, as their interests may appear, subject to the requirements of Section 19(b) of this Exhibit. The City shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Project shall be repaired or replaced, the moneys so received applied on account thereof, and the Project and the cost thereof covered by an appropriate change order .

b. The City as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within fifteen (15) days after the occurrence of loss to the City's exercise of this power. If such objection is made, the City as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, the City as fiduciary shall adjust and settle the loss with the insurers.

20. **Acceptance of Bonds and Insurance; Option to Replace**. If the YMCA has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained herein on the basis of non conformance with

the Private Construction Contract(s), the Public Construction Contract, or the AGREEMENT, the YMCA shall so notify CITY in writing within ten (10) days after receipt of the certificates (or other evidence requested) required by Section 3 of this Exhibit. The City and the YMCA shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If the YMCA does not purchase or maintain all of the bonds and insurance required under this Exhibit, the AGREEMENT, the Private Construction Contract(s), or the Public Construction Contract, the YMCA shall notify the CITY in writing of such failure to purchase prior to issuance of the notice to proceed under the Private Construction Contract(s) or the Public Construction Contract, as applicable, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the YMCA may elect to obtain equivalent bonds or insurance to protect such other party's interests at no expense to, and subject to the prior written approval of, the City.

21. **Partial Utilization, Acknowledgment of Property Insurer.** If the YMCA finds it necessary to occupy or use a portion or portions of the Project prior to Completion of all the Project, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Section 19 of this Exhibit (Builder's Risk Insurance) have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

EXHIBIT G
PERFORMANCE AND PAYMENT BOND REQUIREMENTS

A. General.

1. CONTRACTOR shall furnish Performance Bonds and Payment Bonds for the Project[1] (including all individual components thereof), which must conform to the provisions of Chapter 2253 of the Texas Government Code and be on forms furnished by or acceptable to OWNER. All bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

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

3. Each Performance Bond and Payment Bond shall be issued in an amount of one hundred percent (100%) of the estimated construction cost of the Project as security for the faithful performance and/or payment of all CONTRACTOR'S obligations under the Agreement. Performance Bonds and Payment Bonds shall be issued by a solvent surety company authorized to do business in the State of Texas and listed with the US Department of Treasury and shall meet any other requirements established by law or by OWNER pursuant to applicable law. Any surety duly authorized to do business in Texas may write Performance and Payment Bonds on a Project without reinsurance to the limit of 10 percent of its capital and surplus. Such a surety must reinsure any obligations over 10 percent.

B. Performance Bond.

1. CONTRACTOR shall furnish OWNER with a Performance Bond in the form set out by OWNER. The Performance Bond shall be effective for the term of the Agreement and through all warranty periods.

2. CONTRACTOR shall furnish OWNER with a Performance Bond in the form set out by OWNER, unless the original estimated time for completion of construction is 60 Calendar Days or less, in which case CONTRACTOR can agree to the following terms and conditions for payment in lieu of providing a Performance Bond: no money will be paid to CONTRACTOR until completion and acceptance of the WORK by OWNER; CONTRACTOR shall be entitled to receive 90% of the estimated cost of construction of the Project following Completion, and the remaining 10% of the CONTRACT Amount following the one-yearwarranty period.

[1] The term "Project" as used in this Exhibit means the entire construction, or the various separately identifiable parts thereof, required to be provided under the CITY AGREEMENT and the CONSTRUCTION CONTRACT. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the CITY AGREEMENT and the CONSTRUCTION CONTRACT.

4. A Performance Bond shall extend for the one-year warranty period.

C. Payment Bond.

1. CONTRACTOR shall furnish OWNER with a Payment Bond in the form set out by OWNER.

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

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

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

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

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

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

AIA® Document A133® – 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the Seventeenth day of January in the year Two Thousand Twenty-Five
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

YMCA of Central Texas
1812 N Mays Street
Round Rock, TX 78664

and the Construction Manager:
(Name, legal status, address, and other information)

Chasco Constructors, Ltd., L.L.P.
2801 E. Old Settlers Blvd.
Round Rock. TX 78665

for the following Project:
(Name, location, and detailed description)

Georgetown Family YMCA
Approximately 6100 Williams Drive
Georgetown, TX 78633
Architect's Project No.: 5528.00

The Architect:
(Name, legal status, address, and other information)

Schaefer Architecture, Inc.
257 N Broadway
Wichita, KS 67202

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Common Description: Approximately 6100 Williams Drive, Georgetown, TX 78633

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:
(Provide total and, if known, a line-item breakdown.)

Owner's Budget: $19,560,000.00

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§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

.2 Construction commencement date:

TBD

.3 Substantial Completion date or dates:

TBD

.4 Other milestone dates:

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:
(Identify any requirements for fast-track scheduling or phased construction.)

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

§ 1.1.6.1

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

Pools by others under separate contract. Construction Manager and pool builder to coordinate with each other.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:
(List name, address, and other contact information.)

Rich Carlton, Chief Property Officer
YMCA of Central Texas
1812 N Mays Street
Round Rock, TX 78664
Phone: 512.246.YMCACell: 512.923.0658 Email: rcarlton@ymcatx.org

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:
(List name, address and other contact information.)

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

SCI Engineering, Inc.

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150 Texas Avenue, Suite 105
Round Rock, TX 78664

.2 Civil Engineer:

Hagood Engineering Associates, Inc.
900 E Main
Round Rock, TX 78664

.3 Other, if any:
(List any other consultants retained by the Owner, such as a Project or Program Manager.)

Pool Contractor: Landmark Aquatic

§ 1.1.11 The Architect's representative:
(List name, address, and other contact information.)

Malcolm Watkins, AIA, NCARB, LEED AP
Vice President
Schaefer Architecture, Inc.
257 N Broadway
Wichita, KS 67202Phone: 316.684.0171
Email: mwatkins@schaefer-arch.com

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:
(List name, address, and other contact information.)

Leslie Heine, Sr. Project Manager
Chasco Constructors, Ltd., L.L.P.
2801 E. Old Settlers Blvd.
Round "Rock, TX 78665Phone: 512.493.8515Cell: 512.417.8602
Email: leslie@chasco.com

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:
(List any Owner-specific requirements to be included in the staffing plan.)

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:
(List any Owner-specific requirements for subcontractor procurement.)

§ 1.1.14.1 The Work shall generally be performed by trade contractors operating under subcontract with the Construction Manager. All bid packages with a value greater than $20,000.00 shall be competitively bid and awarded to the lowest responsible bidder. The Construction Manager shall publish a construction service bid notice in the primary plan rooms and the website of a construction industry association. Each bid notice must include the request for bids and other bidding information prepared by the Construction Manager.

§ 1.1.14.2 The Owner may allow the Contractor to self-perform construction services provided the Construction Manager or General Contractor submits a sealed bid proposal under the same conditions as all other competing firms. At the time for opening the bids, the Construction Manager or General Contractor shall evaluate the bids and shall determine the lowest responsible bidder. The Construction Manager or General Contractor shall enter into a contract with each firm performing the construction services for the Project and make a public announcement of each firm selected following the selection.

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§ 1.1.14.3 Miscellaneous work and materials/equipment valued at less than $20,000.00 may be performed or acquired by the Construction Manager's own forces without public bids.

§ 1.1.14.4 All procurement will be in accordance with applicable state and local laws and regulations, including all provisions of Texas Government Code, Section §2269.255-256 and applicable federal laws and standards.

§ 1.1.15 Other Initial Information on which this Agreement is based:

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents. The Owner will endeavor to promote harmony and cooperation among the Owner, Architect, Construction Manager and other persons or entities employed by the Owner for the Project.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™–2017, General Conditions of the Contract for Construction (as amended) shall apply. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2017, which document is incorporated herein by reference. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both

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phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager has access to the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that could affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered well in advance of construction; and the occupancy requirements of the Owner.

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the

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Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget and make recommendations for corrective action.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager must exercise its best effort to develop local trade contractor bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The

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Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

.1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;

.2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;

.3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;

.4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and

.5 A Bid summary to include all received bids or no-bid responses from each sub-contractor solicited.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. If the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies in writing the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

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§ 3.3.1.2 The Construction Phase shall commence upon (*1*) the issuance of an unrestricted building permit for any part of the Work; and (*2*) the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

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§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 4.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests. The Owner will determine and advise the Architect and Construction Manager of any special legal requirements relating specifically to construction of the project which differ from those generally appliable to construction in the jurisdiction of the Project.

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B101™–2017, Standard Form of Agreement Between Owner and Architect, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

$20,000.00

§ 5.1.2

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Individual or Position	Rate

§ 5.1.2.1

§ 5.1.3

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager (in accordance with Texas Law).
(Insert rate of monthly or annual interest agreed upon.)

4.0 % per annum

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

General Conditions: $862,005.00 (Based on 350 calendar day duration provided by Owner. The project duration and General Conditions are subject to change based on actual project requirements).

Construction Manager at Risk Fee: 4.00% of the cost of the Work

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

The method of adjustment of the Construction Manager's Fee for changes in the Work shall on the same basis that was used to establish the Fee for the original Work.

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

In the event changes to the Work are required, all subcontractors shall agree that no more than 12% of subcontractors' net cost shall be added thereto for overhead, profit and general requirements (including, but not limited to, Insurance and Bonds).

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed the standard rental rate paid at the place of the Project.

§ 6.1.6 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

$1,000.00 per calendar day

§ 6.1.7 Other:
(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

N/A

Init.
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§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

All savings (including, but not limited to, any remaining contingency) accrue to the Owner.

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time and Contract Sum as a result of changes in the Work that affect critical-path activities.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Section 7.4 of AIA Document A201–2017, General Conditions of the Contract for Construction. Construction Manager may be entitled to an equitable adjustment in the Contract Time and Contract Sum as a result of change in the Work.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Section 7.3.3 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Section 7.3.3.3 of A201–2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Section 7.3.3.3 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

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§ 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:
(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

§ 7.2.3

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs
Payments made or owed by the Construction Manager to Subcontractors and/or Suppliers in accordance with the requirements of the subcontracts and purchase orders including bonding.

§ 7.3.1 The Construction Manager will self-perform portions of the Work. For payment purposes, the Construction Manager shall account and be paid for self-performed work in the same manner as it does all other subcontract costs.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction
§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items
§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

Equipment purchased and charged to the Project as a Cost of Work shall become the property of the Owner. Any lease/purchase rental arrangements must be disclosed to the Owner. If the Construction Manager purchases equipment under a lease/purchase arrangement whereby rental payments are charged to Owner as Cost of Work, an appropriate credit shall be given to the Owner for the fair market value of the equipment at the time it was last used on the Project.

For Construction Manager-owned equipment the Construction Manager shall maintain daily equipment use reports to determine the most economical billing rate (hourly, weekly, monthly) to the Owner.

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§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Section 13.5.3 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5

§ 7.6.5.1

§ 7.6.6

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.6.12 Cost of the Construction Manager's project closeout and warranty obligations shall be included in the Guaranteed Maximum Price.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior written approval.

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§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

- **.1** Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- **.2** Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- **.3** Expenses of the Construction Manager's principal office and offices other than the site office;
- **.4** Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- **.5** The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- **.6** Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- **.7** Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- **.8** Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- **.9** Costs for services incurred during the Preconstruction Phase.
- **.10** Labor, material and equipment cost and any other cost incurred which are back charged to Subcontractors or material suppliers.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts,

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rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the previous month.

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the 20th day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the 15th day of the next month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the

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amount certified shall be made by the Owner not later than fifteen (15) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 11.1.4 With each Application for Payment, the Construction Manager shall make available for review as requested payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

.1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;

.2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and

.4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;

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.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;

.5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and

.6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Ten percent (10%)

§ 11.1.8.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 11.1.10 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 11.1.13 The following shall be included with the Application for Payment as reports of the activities occurring during the period of the application:

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.1 Site visit reports
.2 COR log/response
.3 RFI log/response
.4 Progress report
.5 Construction meeting minutes
.6 Schedule Updates
.7 Contractor Daily log
.8 Weather log
.9 Accident reports
.10 Materials Testing reports
.11 Photographs
.12 Commissioning reports
.13 SWPPP log/report and remediation
.14 Preinstallation conferences
.15 Startup and trainings

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

.1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;

.2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and

.3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

.4 all final documentation has been received in PDF format by the Owner to include as-builts,O&M manuals, and training documentation

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the completion of all work, or as follows:

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§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

§ 11.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

%

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

Schaefer Architecture, Inc.
257 N Broadway
Wichita, KS 67202
(316) 684-0171

§ 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[X] Arbitration pursuant to Article 15 of AIA Document A201–2017

[ ] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

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§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall not be compensated.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

.1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;

.2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and

.3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

§ 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

.1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;

.2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager' Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;

.3 Subtract the aggregate of previous payments made by the Owner; and

.4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

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§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:

(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost. The City of Georgetown shall be listed as additional insured on all policies, 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 of Georgetown.

§ 14.3.1.1 Commercial General Liability with policy limits of not less than two million dollars ($2,000,000) for each occurrence and two million dollars ($2,000,000) in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than two million dollars ($2,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

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§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than two million dollars ($2,000,000) each accident, two million dollars ($2,000,000) each employee, and two million dollar ($2,000,000) policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than one million dollars ($1,000,000) per claim and two million dollars ($2,000,000) in the aggregate.

§ 14.3.1.6 Other Insurance
(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage	Limits
Umbrella Liability policy	If the Contract Amount exceeds $500,000, but is less than or equal to $7,500,000, Contractor shall also carry throughout the term of the Contract an Umbrella Liability policy with per occurrence and aggregate limits of not less than $5,000,000.00. If the Contract amount exceeds $7,500,000, Contractor shall also carry throughout the term of the Contract an Umbrella Liability policy with per occurrence and aggregate limits of not less than $10,000,000.

§ 14.3.1.7 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner and City of Georgetown as additional insureds for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1 at or before the time of contract execution.

§ 14.3.2 Construction Phase
After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™–2019 Exhibit B, and elsewhere in the Contract Documents.

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 14.5 Other provisions:

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§ 14.5.1 Any pricing, estimates or allowances contained in the Contract Documents or otherwise provided by the Construction Manager with respect to the amount of any particular line items included within the Guaranteed Maximum Price shall not constitute a warranty, representation or obligation of the Construction Manager to complete the work associated with such line items for the specified amount and the Construction Manager shall have the right to allocate any difference between the estimated and actual cost of performing the work associated with any line item to any other line item.

§ 14.5.2 The Construction Manager is not required to furnish free of charge the Owner's separate Contractors and/or material suppliers, general/special condition items such as, but not limited to, unloading, temporary electrical service, vertical/horizontal transportation, trash removal, clean-up, insurance, equipment temporary barricades and protection, etc. However, the Construction Manager shall cooperate with the Owner's separate Contractors and/or material suppliers to the extent that such cooperation does not materially interfere with the performance of the Work.

§ 14.5.3 RELEASE AND WAIVER

§ 14.5.3.1 To the fullest extent allowed by law, Contractor, its Subcontractors and Suppliers agree to release the City of Georgetown, the Owner, and Architect, along with the directors, officers, shareholders, employees and agents of any of the above mentioned parties, (the "Released Parties") from losses of bodily injury or property damage by the Contractor and/or its Subcontractors and Suppliers resulting from the Work by Contractor and/or its Subcontractors and Suppliers pursuant to the Contract. This release is further intended to bind Contractor and such parties insures providing the above state insurance coverages, and Contractor agrees to inform and obtain permission from its insurers, to so release the Released Parties from any and all claims or causes of action as provided above, so as to effectively mutually waive any subrogation rights of said insurers.

§ 14.5.3.2 In event of loss covered by insurance, the party responsible for causing such loss shall pay any deductible required by the applicable insurance policy. If no party is at fault because the loss was caused by force majeure, Owner shall not be responsible for any deductible. If both Owner and Contractor (or one of Contractor's Subcontractor or suppliers) are at fault and/or contributed to the loss in an proportion, the cost of the deductible shall be borne by the Contractor.

§ 14.5.4 INDEMNIFICATION

§ 14.5.4.1 To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless the City of Georgetown, Owner, Owner's partners and the Architect (the "Indemnified Parties") from and against any and all loss, cost, expense, damage, injury, liability, claim, demand, penalty or cause of action (including reasonable attorneys' fees), directly or indirectly arising out of, or resulting from any negligent act or omission of Contractor, or its Subcontractors and suppliers in connection with performance of the Work.

§ 14.5.4.2 In claims against any of the Indemnified Parties by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts or omission they may be liable, the indemnification obligation under this Paragraph shall not be limited by a limitation of the amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers or workmen's compensation acts, disability benefits acts or other employee benefit acts.

§ 14.5.5

§ 14.5.5.1

§ 14.5.6 ADDITIONAL POLICIES

§ 14.5.6.1 In accordance with Owner's policy: No smoking or tobacco use will be permitted on Owner's property.

ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement:

.1 AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

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.2 AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed
.3 AIA Document A133™–2019, Exhibit B, Insurance and Bonds
.4 AIA Document A201™–2017, General Conditions of the Contract for Construction
.5

Team

.6 Other Exhibits:
(Check all boxes that apply.)

[ ]

[ ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.7 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

1. Appendix D: Contractor's Proposal from Chasco's Response to CMAR RFP No. 202466 Georgetown YMCA (Final) dated 9/12/2024 Included as Attachment 1.

2. Addendum No. 1 to the RFP dated 9/09/2024 including the Pre-Proposal Meeting Agenda included as Attachment 2.

This Agreement is entered into as of the day and year first written above.

Jeff Andresen
Jeff Andresen (Feb 24, 2025 15:12 CST)

OWNER *(Signature)*

Jeff Andresen, President and CEO 24/02/25
(Printed name and title)

Charles J Glace Jr

CONSTRUCTION MANAGER *(Signature)*

Charles J. Glace, Jr., President
(Printed name and title)

Init.
/

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PAGE 1

AGREEMENT made as of the Seventeenth day of January in the year Two Thousand Twenty-Five

...

YMCA of Central Texas
1812 N Mays Street
Round Rock, TX 78664

...

Chasco Constructors, Ltd., L.L.P.
2801 E. Old Settlers Blvd.
Round Rock. TX 78665

...

Georgetown Family YMCA
Approximately 6100 Williams Drive
Georgetown, TX 78633
Architect's Project No.: 5528.00

...

Schaefer Architecture, Inc.
257 N Broadway
Wichita, KS 67202

PAGE 2

Common Description: Approximately 6100 Williams Drive, Georgetown, TX 78633

...

(Provide total and, if known, a ~~line item~~ line-item breakdown.)

Owner's Budget: $19,560,000.00

PAGE 3

TBD

...

TBD

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§ 1.1.6.1 ~~If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234–2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.~~

...

Pools by others under separate contract. Construction Manager and pool builder to coordinate with each other.

...

Rich Carlton, Chief Property Officer
YMCA of Central Texas
1812 N Mays Street
Round Rock, TX 78664
Phone: 512.246.YMCACell: 512.923.0658 Email: rcarlton@ymcatx.org

...

SCI Engineering, Inc.
150 Texas Avenue, Suite 105
Round Rock, TX 78664

PAGE 4

Hagood Engineering Associates, Inc.
900 E Main
Round Rock, TX 78664

...

Pool Contractor: Landmark Aquatic

...

Malcolm Watkins, AIA, NCARB, LEED AP
Vice President
Schaefer Architecture, Inc.
257 N Broadway
Wichita, KS 67202Phone: 316.684.0171
Email: mwatkins@schaefer-arch.com

...

Leslie Heine, Sr. Project Manager
Chasco Constructors, Ltd., L.L.P.
2801 E. Old Settlers Blvd.
Round "Rock, TX 78665Phone: 512.493.8515Cell: 512.417.8602
Email: leslie@chasco.com

...

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§ 1.1.14.1 The Work shall generally be performed by trade contractors operating under subcontract with the Construction Manager. All bid packages with a value greater than $20,000.00 shall be competitively bid and awarded to the lowest responsible bidder. The Construction Manager shall publish a construction service bid notice in the primary plan rooms and the website of a construction industry association. Each bid notice must include the request for bids and other bidding information prepared by the Construction Manager.

§ 1.1.14.2 The Owner may allow the Contractor to self-perform construction services provided the Construction Manager or General Contractor submits a sealed bid proposal under the same conditions as all other competing firms. At the time for opening the bids, the Construction Manager or General Contractor shall evaluate the bids and shall determine the lowest responsible bidder. The Construction Manager or General Contractor shall enter into a contract with each firm performing the construction services for the Project and make a public announcement of each firm selected following the selection.

§ 1.1.14.3 Miscellaneous work and materials/equipment valued at less than $20,000.00 may be performed or acquired by the Construction Manager's own forces without public bids.

§ 1.1.14.4 All procurement will be in accordance with applicable state and local laws and regulations, including all provisions of Texas Government Code, Section §2269.255-256 and applicable federal laws and standards.

PAGE 5

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents. The Owner will endeavor to promote harmony and cooperation among the Owner, Architect, Construction Manager and other persons or entities employed by the Owner for the Project.

...

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™–2017, General Conditions of the Contract for ~~Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law.~~ Construction (as amended) shall apply. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

PAGE 6

§ 3.1.2 The Construction Manager ~~shall provide a preliminary evaluation of~~ has access to the Owner's program, schedule and construction budget requirements, each in terms of the other.

...

§ 3.1.3.3 ~~The Construction Manager shall assist the Owner and Architect in establishing written protocols for the development, use, transmission, reliance, and exchange of digital data, including building information models for the Project.~~

...

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that could

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affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered well in advance of construction; and the occupancy requirements of the Owner.

...

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project ~~budget,~~ budget and make recommendations for corrective action.
PAGE 7

§ 3.1.10 ~~If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.~~

...

§ 3.1.11.2 The Construction Manager ~~shall develop~~ must exercise its best effort to develop local trade contractor bidders' interest in the Project.
PAGE 8

.5 A ~~date by which the Owner must accept the Guaranteed Maximum Price.~~Bid summary to include all received bids or no-bid responses from each sub-contractor solicited.

...

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. ~~In the event that~~ If the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies in writing the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.
PAGE 9

§ 3.3.1.2 The Construction Phase shall commence upon (*1*) the issuance of an unrestricted building permit for any part of the Work; and (*2*) the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.
PAGE 10

§ 4.1.6 ~~If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.~~

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...

§ 4.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests. The Owner will determine and advise the Architect and Construction Manager of any special legal requirements relating specifically to construction of the project which differ from those generally appliable to construction in the jurisdiction of the Project.

...

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document ~~B133™–2019,~~ B101™–2017, Standard Form of Agreement Between Owner and Architect, ~~Construction Manager as Constructor Edition,~~ including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

...

$20,000.00

§ 5.1.2 ~~The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.~~
~~*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*~~
PAGE 11

§ 5.1.2.1 ~~Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.~~

§ 5.1.3 ~~If the Preconstruction Phase services covered by this Agreement have not been completed within ( ) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.~~

...

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid ~~( )~~ thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction ~~Manager.~~Manager (in accordance with Texas Law).

...

4.0 % per annum

...

General Conditions: $862,005.00 (Based on 350 calendar day duration provided by Owner. The project duration and General Conditions are subject to change based on actual project requirements).

Construction Manager at Risk Fee: 4.00% of the cost of the Work

...

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The method of adjustment of the Construction Manager's Fee for changes in the Work shall on the same basis that was used to establish the Fee for the original Work.

...

In the event changes to the Work are required, all subcontractors shall agree that no more than 12% of subcontractors' net cost shall be added thereto for overhead, profit and general requirements (including, but not limited to, Insurance and Bonds).

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed ~~percent (%) of~~ the standard rental rate paid at the place of the Project.

...

$1,000.00 per calendar day

...

N/A

PAGE 12

All savings (including, but not limited to, any remaining contingency) accrue to the Owner.

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time and Contract Sum as a result of changes in the ~~Work.~~Work that affect critical-path activities.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in ~~Article 7~~ Section 7.4 of AIA Document A201–2017, General Conditions of the Contract for Construction. Construction Manager may be entitled to an equitable adjustment in the Contract Time and Contract Sum as a result of change in the Work.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in ~~Article 7~~ Section 7.3.3 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with ~~Article 7~~ Section 7.3.3.3 of A201–2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in ~~Article 7~~ Section 7.3.3.3 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.

PAGE 13

§ 7.2.3 ~~Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.~~

...

Payments made or owed by the Construction Manager to Subcontractors and/or Suppliers in accordance with the requirements of the subcontracts and ~~this Agreement.~~purchase orders including bonding.

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§ 7.3.1 The Construction Manager will self-perform portions of the Work. For payment purposes, the Construction Manager shall account and be paid for self-performed work in the same manner as it does all other subcontract costs.

...

Equipment purchased and charged to the Project as a Cost of Work shall become the property of the Owner. Any lease/purchase rental arrangements must be disclosed to the Owner. If the Construction Manager purchases equipment under a lease/purchase arrangement whereby rental payments are charged to Owner as Cost of Work, an appropriate credit shall be given to the Owner for the fair market value of the equipment at the time it was last used on the Project.

For Construction Manager-owned equipment the Construction Manager shall maintain daily equipment use reports to determine the most economical billing rate (hourly, weekly, monthly) to the Owner.

PAGE 14

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under ~~Article 13~~ Section 13.5.3 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 ~~Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.~~

§ 7.6.5.1 ~~The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.~~

§ 7.6.6 ~~Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.~~

...

§ 7.6.12 Cost of the Construction Manager's project closeout and warranty obligations shall be included in the Guaranteed Maximum Price.

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior written approval.

PAGE 15

.10 Labor, material and equipment cost and any other cost incurred which are back charged to Subcontractors
or material suppliers.

PAGE 16

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this ~~Agreement,~~ Agreement and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

...

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§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the ~~month, or as follows:~~previous month.

...

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the 20th day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the 15th day of the next month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than ~~(—)~~ fifteen (15) days after the Architect receives the Application for Payment.
PAGE 17

§ 11.1.4 With each Application for Payment, the Construction Manager shall ~~submit~~ make available for review as requested payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.
PAGE 18

Ten percent (10%)

...

§ 11.1.13 The following shall be included with the Application for Payment as reports of the activities occurring during the period of the application:

.1 Site visit reports
.2 COR log/response
.3 RFI log/response
.4 Progress report
.5 Construction meeting minutes
.6 Schedule Updates
.7 Contractor Daily log
.8 Weather log
.9 Accident reports
.10 Materials Testing reports
.11 Photographs
.12 Commissioning reports
.13 SWPPP log/report and remediation
.14 Preinstallation conferences
.15 Startup and trainings

PAGE 19

.4 all final documentation has been received in PDF format by the Owner to include as-builts,O&M manuals, and training documentation

...

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the ~~issuance of the Architect's final Certificate for Payment,~~ completion of all work, or as follows:
PAGE 20

Schaefer Architecture, Inc.
257 N Broadway
Wichita, KS 67202
(316) 684-0171

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...

[X] Arbitration pursuant to Article 15 of AIA Document A201–2017

PAGE 21

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall ~~be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.~~not be compensated.

...

§ 13.1.6 ~~The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1.~~ To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

PAGE 22

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost. The City of Georgetown shall be listed as additional insured on all policies, 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 of Georgetown.

§ 14.3.1.1 Commercial General Liability with policy limits of not less than ~~($)~~two million dollars ($2,000,000) for each occurrence and ~~($)~~two million dollars ($2,000,000) in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than ~~($)~~two million dollars ($2,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

PAGE 23

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than ~~($) each accident, ($) each employee, and ($)~~two million dollars ($2,000,000) each accident, two million dollars ($2,000,000) each employee, and two million dollar ($2,000,000) policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than ~~($) per claim and ($)~~one million dollars ($1,000,000) per claim and two million dollars ($2,000,000) in the aggregate.

...

Umbrella Liability policy	If the Contract Amount exceeds $500,000, but is less than or equal to $7,500,000, Contractor shall also carry throughout the term of the Contract an Umbrella Liability policy with per occurrence and aggregate limits of not less than $5,000,000.00. If the Contract amount exceeds $7,500,000, Contractor shall also carry throughout the term of the Contract

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an Umbrella Liability policy with per occurrence and aggregate limits of not less than $10,000,000.

§ 14.3.1.7 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella ~~policies~~ polices for Commercial General Liability and Automobile Liability to include the Owner ~~as an additional insured~~ and City of Georgetown as additional insureds for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section ~~14.3.1.~~14.3.1 at or before the time of contract execution.

...

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with ~~a building information modeling exhibit,~~ AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with ~~a building information modeling exhibit,~~ AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)
PAGE 24

§ 14.5.1 Any pricing, estimates or allowances contained in the Contract Documents or otherwise provided by the Construction Manager with respect to the amount of any particular line items included within the Guaranteed Maximum Price shall not constitute a warranty, representation or obligation of the Construction Manager to complete the work associated with such line items for the specified amount and the Construction Manager shall have the right to allocate any difference between the estimated and actual cost of performing the work associated with any line item to any other line item.

§ 14.5.2 The Construction Manager is not required to furnish free of charge the Owner's separate Contractors and/or material suppliers, general/special condition items such as, but not limited to, unloading, temporary electrical service, vertical/horizontal transportation, trash removal, clean-up, insurance, equipment temporary barricades and protection, etc. However, the Construction Manager shall cooperate with the Owner's separate Contractors and/or material suppliers to the extent that such cooperation does not materially interfere with the performance of the Work.

§ 14.5.3 RELEASE AND WAIVER
§ 14.5.3.1 To the fullest extent allowed by law, Contractor, its Subcontractors and Suppliers agree to release the City of Georgetown, the Owner, and Architect, along with the directors, officers, shareholders, employees and agents of any of the above mentioned parties, (the "Released Parties") from losses of bodily injury or property damage by the Contractor and/or its Subcontractors and Suppliers resulting from the Work by Contractor and/or its Subcontractors and Suppliers pursuant to the Contract. This release is further intended to bind Contractor and such parties insures providing the above state insurance coverages, and Contractor agrees to inform and obtain permission from its insurers, to so release the Released Parties from any and all claims or causes of action as provided above, so as to effectively mutually waive any subrogation rights of said insurers.

§ 14.5.3.2 In event of loss covered by insurance, the party responsible for causing such loss shall pay any deductible required by the applicable insurance policy. If no party is at fault because the loss was caused by force majeure, Owner shall not be responsible for any deductible. If both Owner and Contractor (or one of Contractor's Subcontractor or suppliers) are at fault and/or contributed to the loss in an proportion, the cost of the deductible shall be borne by the Contractor.

§ 14.5.4 INDEMNIFICATION
§ 14.5.4.1 To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless the City of Georgetown, Owner, Owner's partners and the Architect (the "Indemnified Parties") from and against any and all loss, cost, expense, damage, injury, liability, claim, demand, penalty or cause of action (including reasonable

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attorneys' fees), directly or indirectly arising out of, or resulting from any negligent act or omission of Contractor, or its Subcontractors and suppliers in connection with performance of the Work.

§ 14.5.4.2 In claims against any of the Indemnified Parties by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts or omission they may be liable, the indemnification obligation under this Paragraph shall not be limited by a limitation of the amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers or workmen's compensation acts, disability benefits acts or other employee benefit acts.

§ 14.5.5
§ 14.5.5.1

§ 14.5.6 ADDITIONAL POLICIES
§ 14.5.6.1 In accordance with Owner's policy: No smoking or tobacco use will be permitted on Owner's property.
PAGE 25

.5 ~~Building Information Modeling Exhibit, if completed:~~

Team

...

[ ] ~~AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:~~
~~*(Insert the date of the E234-2019 incorporated into this Agreement.)*~~

...

1. Appendix D: Contractor's Proposal from Chasco's Response to CMAR RFP No. 202466 Georgetown YMCA (Final) dated 9/12/2024 Included as Attachment 1.

2. Addendum No. 1 to the RFP dated 9/09/2024 including the Pre-Proposal Meeting Agenda included as Attachment 2.

...

Jeff Andresen, President and CEO

Charles J. Glace, Jr., President

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Scott Badgett, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:27:05 ET on 02/06/2025 under Order No. 3104242606 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, other than those additions and deletions shown in the associated Additions and Deletions Report.

Scott Badgett

(Signed)

V.P. Estimating

(Title)

2-6-25

(Dated)

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Final Audit Report 2025-02-24

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City of Georgetown, Texas
City Council
August 25, 2026

SUBJECT:
YMCA Operating Agreement

SUGGESTED ACTION:
Consideration and possible action to approve an Operating Agreement between the City of Georgetown and the YMCA of Central Texas for the operation, maintenance, and use of the new jointly owned recreational facility at 6100 Williams Drive -- Jack Daly, Assistant City Manager

ITEM SUMMARY:
The proposed Operating Agreement between the City of Georgetown and the YMCA of Central Texas sets the terms for the long-term operation, maintenance, and use of the new jointly owned recreational facility at 6100 Williams Drive. Under the Agreement, the YMCA will operate and manage the facility as a recreational center and will be responsible for hiring and paying all staff and contractors necessary for operations. After the City's bond debt is paid in full, the City may terminate the Agreement for convenience with 12 months' notice. Upon termination, the YMCA is generally required to purchase the City's ownership interest for the greater of the City's bond defeasance cost or the fair market value of the Property multiplied by the City's ownership share.

The YMCA is responsible for 100% of the facility's operating costs, including staffing, utilities, programming, insurance, routine maintenance, janitorial services, landscaping, and movable furniture, fixtures, and equipment.

The City's ongoing financial responsibility is limited to its proportionate share of certain specifically identified repair and replacement costs for fixed equipment, including specified HVAC, roofing, flooring, pool systems, building envelope, and parking lot components. Annually, the City must set aside funds for its share of these fixed-equipment costs, while the YMCA must reserve for its share of those costs as well as other future capital repairs and maintenance.

The Agreement preserves several community benefits contemplated when voters approved the project. Georgetown residents must receive a membership discount of at least 20% or an equivalent rate to City recreation center membership, and the YMCA must provide financial assistance opportunities for qualifying residents. The facility is required to maintain minimum operating hours and remain available for recreational, wellness, youth, and family programming. The City will also receive exclusive use of the facility's community room once per month at no charge and exclusive use of the entire facility and/or pool once per year at no charge.

The agreement codifies oversight right for the City, including inspection and audit authority, annual review of financial, membership, maintenance, and capital information, and approval rights over certain activities affecting the jointly owned property. Contracts involving $100,000.00 or more in City-funded fixed-equipment costs require City Council approval and compliance with municipal procurement requirements. If the YMCA proposes a future expansion, the City Council will determine whether the City will participate in construction costs or add items to the list of shared fixed equipment, and any resulting amendment to the Agreement must be approved by both the

City Council and the YMCA Governing Body.

FINANCIAL IMPACT:
The City will be responsible for its proportionate share of specifically identified Fixed Equipment Shared Costs and will annually budget or reserve funds for those obligations. The City's percentage share will be established following completion of construction based on the City's construction contribution relative to total construction costs. Future annual costs cannot be determined at this time and will depend on the final City ownership share and actual repair and replacement needs.

SUBMITTED BY:
Danella Elliott, City Manager's Office

ATTACHMENTS:
YMCA COG Ops Agreement Final Clean.pdf

STATE OF TEXAS	§	**OPERATING AGREEMENT**
	§	**FOR NEW RECREATIONAL FACILITY**
COUNTY OF WILLIAMSON	§	
	§	**CITY OF GEORGETOWN AND**
CITY OF GEORGETOWN	§	**YMCA OF CENTRAL TEXAS**

This Operating Agreement for New Recreational Facility ("**Operating Agreement"**) is by and between the City of Georgetown (**"City"**), a Texas home rule city and municipal corporation, and the Young Men's Christian Association of Central Texas, a Texas non-profit corporation ("**YMCA"**). The City and the YMCA are sometimes referred to collectively in this Operating Agreement as the "**Parties"** and individually as a "**Party."**

ARTICLE 1. RECITALS

1.01 WHEREAS, the City and the YMCA entered into that certain "Memorandum of Understanding between the City of Georgetown and the YMCA of Central Texas," dated to be effective on October 10, 2023 ("**MOU**"), in which the City and the YMCA agreed upon an outline of the general terms and conditions under which the YMCA would, at no cost to the City, acquire title to the Property and pay 100% of the design (and/or re-design) costs for a new recreational facility that meets the City's needs, and the City would participate in some of the construction costs of a new facility on the Property if, among other things: (i) voters approved a bond measure authorizing the City to issue municipal bonds to fund the City's share of construction costs of the new facility; (ii) the new facility was constructed in accordance with the City's procurement processes (for the elements paid for with Bonds); (iii) the new facility was jointly owned by the City and the YMCA; (iv) the new facility was sized and designed to include spaces and functional features meeting the needs of the City such as an additional full sized gymnasium, classroom space, additional fitness rooms for group fitness classes, open fitness areas, and other recreational spaces; (v) the new facility included a community room available for exclusive City use free of charge one time monthly and the entire facility was available for exclusive City use free of charge one time annually; (vi) YMCA discounted its monthly membership fees for usage of the new facility for all City residents by at least twenty percent (20%) or a cost equivalent to membership at City recreation centers ; and (vii) relieved the City from all obligations to bear any operational expenses, capital expenses, and revenue expenses related to the new facility, except as otherwise specifically agreed by the City in the Operating Agreement.

1.02 WHEREAS, the City called a November 7, 2023, election for a bond package that included "Proposition D – The issuance of $10,000,000 bonds by the City of Georgetown, Texas for a jointly owned YMCA Recreation Center operated by the YMCA of Central

Texas, expected to be located at 6100 Williams Drive, Georgetown, Texas and the imposition of taxes sufficient to pay the principal of and interest on the bonds" ("**Bond Measure"**).

1.03 WHEREAS, the City's written bond election materials provided that the City's capital contribution to the proposed new recreational facility to be constructed on the Property would be capped at $10,000,000, that the YMCA will pay all operating expenses of the new recreation facility, and that the new facility would feature wellness space, multi-purpose areas, , and a larger pool than currently available at the City's other recreation facilities, together with childcare, and youth programming. , and discounted memberships for City residents.

1.04 WHEREAS, the Bond Measure was approved by the voters in November 2023, with 51.48% of voters voting in favor and 48.52% of voters voting against.

1.05 WHEREAS, on even date herewith, the Parties have entered into that certain "Construction Agreement" relating to the construction of the Project on the Property and the method for determining their respective ownership shares in the Property, and now desire to enter into this Operating Agreement to address the authorized uses, operations, maintenance, repair, and other matters related to the operation and use of the Project.

1.06 WHEREAS, no later than September 25, 2026, the YMCA shall convey to the City an ownership interest in Lot 1, Block A of the Wellsprings YMCA Addition, a 11.36 acres tract of land, including any and all improvements thereon (the "Property").

1.07 WHEREAS**,** the City and the YMCA have mutual interests in providing recreation, wellness, and education opportunities, and the City recognizes the experience and expertise of the YMCA in conducting recreational programs for families at its branches in Williamson County and adjoining counties, and in providing recreational and character-building programs for adults and youth.

1.08 WHEREAS**,** the residents of the City will derive substantial benefits from the activities and programs to be provided and conducted by the YMCA for YMCA members and program participants at the New Recreational Facility and, through reciprocal membership privileges, at other YMCAs locally and nationally as stipulated by the individual YMCA association.

1.09 WHEREAS, this Operating Agreement is intended to accomplish the following goals:

a) Operate the Project to meet the recreation, fitness, safety and therapy needs of the growing Georgetown community;

b) To ensure that people of all ages and economic levels are provided with the opportunity to enjoy and have access to a broad range of programs and services provided at the Project.

c) To ensure that operation and maintenance of the Project is performed in the safest, most cost-effective, and efficient manner possible; and

d) To cooperate and work together for the scheduling of joint use of the Project specific to the times outlined in the agreement.

1.10 WHEREAS**,** it is the mutual desire of the City and the YMCA that the Project be operated and managed by the YMCA for the offering and conducting of YMCA programs and other community-based programming as contemplated by this Operating Agreement.

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 2. GENERAL

2.01 Effect of Recitals. The foregoing RECITALS: (1) are part of this Operating Agreement for all purposes; (2) are true and correct; and (3) each Party has relied upon such Recitals in entering into this Operating Agreement.

2.02 Related Documents. The Related Documents are incorporated into this Operating Agreement for all purposes as if those documents were set forth in their entirety in or as exhibits to this Agreement.

2.03 Capitalized Terms. The capitalized terms used in this Operating Agreement shall have the meanings given to them in **Section 2.04** and **Article 3**. If a capitalized term is used in this Operating Agreement but not defined, the term shall have the meaning given in the Construction Agreement.

2.04 References. Unless otherwise defined in **Article 3** or elsewhere in this Operating Agreement: (1) all references to "**Sections**" shall mean Sections of this Operating Agreement; (2) all references to "**Exhibits**" shall mean exhibits to this Operating Agreement, all of which are incorporated into this Operating Agreement for all purposes

by this reference; and (3) all references to "ordinances" or "resolutions" shall mean ordinances or resolutions adopted by the City Council.

ARTICLE 3. DEFINITIONS

3.01 "Applicable Laws" has the meaning given in the Construction Agreement. In addition, as used in this Operating Agreement, the term shall also include the following: (a) the City's Code of Ordinances and Unified Development Code, as those codes may be amended from time to time by the City Council; (b) the Americans with Disabilities Act, as amended; (c) laws imposed for the correction, prevention, and abatement of nuisances in, upon, or related to the Project or the Property; (d) the Environmental Laws; and (e) all other local, state, and federal laws, regulations, or orders applicable to the operation of the Project and/or to the Property.

3.02 "Annual Meeting" means the annual meeting between the YMCA Representatives and the City Representatives as required by Section 5.07.

3.03 "Architect" has the meaning given in the Construction Agreement.

3.04 "Bankruptcy Proceeding" means any bankruptcy, insolvency, reorganization, composition, or similar proceeding, whether voluntary or involuntary, under Title 11, United States Code, or any similar state or federal statute for the relief of debtors, including any assignment for the benefit of creditors or similar proceeding.

3.05 "Bonds" means the tax-exempt bonds issued by the City Council pursuant to the Bond Measure.

3.06 "Bond Measure" has the meaning given in the Construction Agreement.

3.07 "Bond Ordinance" means and refers to the ordinance or ordinances of the City Council that will authorize and approve the issuance and sale of the Bonds and provide for their security and payment.

3.08 "Bond Proceeds" means the proceeds derived from the issuance and sale of the Bonds (or a series of Bonds, if the Bonds are issued in more than one issuance) that are deposited and made available to pay the City's Actual Construction Costs in accordance with the applicable Bond Ordinance. As used in this Agreement, the term shall not include any costs of issuance of the Bonds.

3.09 "City" means the City of Georgetown, Texas.

3.10 "City Council" means the City Council of the City.

3.11 "City Manager" means the City Manager of the City.

3.12 "City Representative" " means the persons duly authorized by the City Council to undertake the actions referenced herein. As of the Effective Date, the City Representatives are (a) the City's Director of Facilities, Eric Johnson who can be reached by email at eric.johnson@georgetowntexas.gov and by telephone at (512) 818-3145, and (b) City's Director of Parks and Recreation, Kimberly Garrett, the City's Director of Parks and Recreation, who can be reached by email at Kimberley.garrett@georgetowntexas.gov and by telephone at (512) 930-3532. The City Manager may change the City Representatives from time to time in the City Manager's sole discretion and shall promptly notify YMCA of any such change.

3.13 "City's Actual Construction Costs" means the total cumulative amount up to, but not to exceed, the amount of the Bond Proceeds, actually paid by the City for work done by the CMAR under the Public Construction Contract per the terms of the Construction Agreement.

3.14 "City's Construction Contribution" means the lesser of the following amounts: (a) the City's Actual Construction Costs, or (b) the amount of the Bond Proceeds.

3.15 "City's Estimated Operating Costs" means the amount estimated by the City Council during its annual budget process to be needed to fund the City's obligations under this Operating Agreement for the next City FY.

3.16 "City FY" means the City's Fiscal Year which, as of the Effective Date, is the period beginning on October 1 of a calendar year and ending on September 30 of the next calendar year, as said 12-month period may be changed by the City Council in its sole discretion. The first full City FY under this Operating Agreement is City FY 202_/202_.

3.17 "City's Operating Fund" means the City fund into which the City Council, during its annual budget process, deposits or designates as the amount estimated by the City Council needed to fund the City's Estimated Operating Costs for the next City FY.

3.18 "City Share" means the percentage derived by dividing the City's Construction Contribution by the Total Construction Costs, calculated after Completion of construction of the Project.

3.19 "Claims" means any and all actual or potential, threatened or alleged, past, present or future, claims; rights; interests; actions; counts; cross-claims; counter-claims; obligations; liabilities; duties; demands; requests; lawsuits; administrative proceedings; notice letters; demand letters; orders; judgments; settlements; contractual obligations;

statutory or regulatory obligations; governmental agency laws, regulations, claims, orders, demands or directives; arbitrations; mediations; causes of action; losses; damages; fees; costs; expenses; penalties; and any other assertions or allegations of liability or responsibility of any kind, type, or description, whether legal or equitable, currently known or unknown, asserted or unasserted, fixed or contingent, mature or unmatured, liquidated or unliquidated, direct or consequential, foreseen or unforeseen, fixed, contingent or conditional, and whether sounding in tort, toxic tort, contract, equity, nuisance, trespass, negligence, strict liability, product liability, criminal law, or any other statutory, regulatory, administrative, or common law cause of action of any sort that YMCA may now or hereafter have against the City Parties (as that term is defined in **Section 10.01**), arising out of, relating to, connected with, or otherwise associated in any way with the Property or the Project including, *without limitation*, all claims for losses or damages (whether actual, compensatory, consequential, punitive, equitable, administrative or other) and all professional fees and expenses, including reasonable attorneys' fees and disbursements, arising out of, relating to, connected with, or otherwise associated in any way with the Property or the Project; all claims arising out of, relating to, connected with, or otherwise associated in any away with the operation of the Property or the Project; and all claims alleging bodily injury, economic loss, property damage, personal injury, or other damages.

3.20 "Completion" has the meaning given in the Construction Agreement.

3.21 "CMAR" has the meaning given in the Construction Agreement.

3.22 "Design Documents" has the meaning given in the Construction Agreement.

3.23 "Default" has the meaning given in **Section 9.01(a).**

3.24 "Effective Date" means the date that is one day after the date that the City issues a Certificate of Occupancy for the New Recreational Facility allowing it to be open to and used for its intended purposes.

3.25 "Environmental Laws" means the Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendment and Reauthorization Act of 1986, as amended; the Resource Conservation and Recovery Act, as amended; the Federal Water Pollution Control Act, as amended; the Clean Air Act, as amended; the Toxic Substances Control Act, as amended; the Emergency Planning and Community Project to Know Act of 1986; the Texas Health & Safety Code; and all other federal, state or local laws relating to environmental issues or conditions or health or hygiene.

3.26 "Failure" has the meaning given in **Section 9.01 (a).**

3.27 "Fixed Equipment" means only the items specifically listed on ***Exhibit C*** and no other improvements, fixtures, equipment, or other items.

3.28 "Fixed Equipment Shared Costs" means costs and expenses related solely to the repair and replacement (but not the Maintenance) of the Fixed Equipment specifically listed in ***Exhibit C***.

3.29 "Force Majeure " has the meaning given in **Section 9.01(d).**

3.30 "Hazardous Materials" means asbestos, petroleum or petroleum products, explosives, toxic materials, or substances defined as hazardous wastes, hazardous materials, or hazardous substances under any federal, state, or local law or regulation.

3.31 "Indoor Pool" has the meaning given in the Construction Agreement.

3.32 "Landscaping" means soil, turf, vegetation, and hardscape elements on the Property.

3.33 "MOU" has the meaning given in the Construction Agreement.

3.34 "Maintain" or "Maintenance" means exercising a reasonable duty of care to ensure that an item is preserved or kept its original condition in accordance with the manufacturer's standards, except for ordinary wear and tear, and is safe to use for its intended purpose. The term includes regularly inspecting for hazards and promptly addressing issues.

3.35 "Moveable FF&E" means furniture, fixtures and/or equipment at the Project or the Property that is not physically attached to the Project or the Property. Examples of Moveable Equipment include, but are not limited to, exercise machines, dumbbells, barbells, kettlebells, balls, bands, straps, bars, swimming accessories, office equipment, furniture, storage units, vending machines, and other similar items.

3.36 "New Recreational Facility" means one or more buildings constructed on the Property collectively including at least 52,000 square feet under roof as further provided for in the Construction Agreement.

3.37 "Non-Shared Costs" means and includes all Operating Costs, Moveable FF&E Expenses, Maintenance costs and expenses related to the Fixed Equipment, and all other costs, fees, and expenses related to operating, maintaining, repairing and replacing the Project on the Property, other than the Fixed Equipment Shared Costs.

3.38 "Operating Agreement" means this document, as it may be amended from time to time by the Parties.

3.39 "Operating Costs" shall mean those necessary or reasonable operating expenses of the Project incurred or paid on or after the Effective Date and during the Term of the Operating Agreement in connection with the normal course of operating the Project, including, but not limited to, the following items: (i) salaries, wages, employee benefits and payroll expenses, including, but not limited to, standard pension and/or profit sharing plans, payroll taxes, profit sharing programs and insurance of all employees employed on-site in the direct operation of the Project; (ii) marketing, advertising and promotional expenses; (iii) replacement of inventories of Maintenance parts and supplies, food stores and supplies; (iv) replacement of broken, lost or damaged Moveable FF&E; (v) office supplies, postage, printing, routine office expenses and accounting services incurred in the operation of the Project; (vi) insurance premiums and deductibles; (vii) auditing, accounting costs, computer fees and legal fees performed by the YMCA, or by others on behalf of the YMCA, and related to operation of the Project, including any financial management and accounting fees paid for services rendered by or on behalf of the YMCA; (viii) costs incurred for utilities, including, but not limited to, all electric, gas, sewer, water, solid waste, recycling, and drainage costs and any other utility charges incurred in connection with the operation of the Project; (ix) all ordinary Maintenance and all repairs not listed in ***Exhibit C*** as Fixed Equipment Share Costs; (x) all lease payments on any item of furniture, fixtures or equipment utilized in the operation of the Project; (xi) principal or interest payments on indebtedness of the YMCA in providing the services under the terms of the Operating Agreement; and (xii) all other customary and reasonable expenses incurred in the operation of the Project.

3.40 "Pool" has the meaning given in the Construction Agreement.

3.41 "Project" means collectively, the operation, maintenance and management of the New Recreational Facility.

3.42 "Public Construction Contract" has the meaning given in the Construction Agreement.

3.43 "Purchase Price" means the greater of the following two amounts, calculated as of the effective date the City's transfer of ownership**: (a)** the City's Bond defeasance cost; or (b) the fair market value of the Property multiplied by the City Share.

3.44 "Private Construction Contracts" has the meaning given in the Construction Agreement.

3.45 "Annual Financial Report" means the report provided at the annual meeting and required by **Section 8.09.**

3.46 "Related Documents" means all documents referenced in this Operating Agreement (e.g., Construction Agreement, the Design Documents, and any final record drawings pertaining to the Property reflecting as-built improvements).

3.47 " Tax Certificate" has the meaning given in the Construction Agreement.

3.48 "Term" has the meaning given in **Section 4.01.**

3.49 "Total Construction Costs" means the sum of (a) the amounts paid to the CMAR pursuant to the Public Construction Contract, and (b) the amounts paid to the Architect for the Design Documents; and (c) the amounts paid to the Private Construction Contractor(s) pursuant to the Private Construction Contract(s); *provided, however,* that the term shall not include any items included in the definition of "YMCA's Excluded Costs." The Total Construction Costs shall be calculated as detailed in **Section 3.49**.

3.50 "Total Construction Cost Documentation" means and includes all of the following: (a) a copy of the account ledger showing the amounts paid by YMCA to the CMAR pursuant to the Public Construction Contract; (b) a copy of the account ledger showing the amounts paid by YMCA to the Architect for the Design Documents; and (c) a copy of the account ledger showing the amounts paid by YMCA to the Private Construction Contractor(s) pursuant to the Private Construction Contract(s). The term excludes, and the Total Project Cost Documentation must not include, the cost of any items included in the definition of "YMCA's Excluded Costs."

3.51 "YMCA" means the Young Men's Christian Association of Central Texas, a Texas non-profit corporation.

3.52 "YMCA's Actual Operating Costs" means the amount of money paid by YMCA to fund its financial obligations under this Agreement, calculated within the 90-day period following the end of the City's fiscal year (September 30), as may be adjusted by the YMCA based on its audited financial statements.

3.53 "YMCA's Estimated Operating Costs" means the amount estimated by the YMCA Governing Body on an annual basis needed to fund the YMCA's financial obligations under this Operating Agreement for the next City FY.

3.54 "YMCA's Construction Contribution" means and includes (a) the amounts paid by YMCA to the Architect for the Design Documents; (b) the amounts paid by YMCA under its Private Construction Contract(s), not including any amounts paid for items

included in the definition of "YMCA's Excluded Costs", and (c) the amounts paid by YMCA for work done by the CMAR under the Public Construction Contract not including the City's Construction Contribution per the terms of the Construction Agreement.

3.55 "YMCA Governing Body" means the Board of Directors of the YMCA.

3.56 "YMCA Representative" means the person authorized by the YMCA's Governing Body to undertake the actions referenced herein. As of the Effective Date, the YMCA Representative is Jeff Andresen, and can be contacted by email at jandresen@ymcactx.org and by telephone at (512) 615-5530. The YMCA's President/CEO may change the YMCA Representative from time to time in his sole discretion, and shall promptly notify the City in writing of any such change.

3.57 "YMCA's Share" means the percentage derived by dividing the YMCA's Construction Contribution by the Total Construction Costs, calculated after Completion of construction of the Project.

3.58 "YMCA's Excluded Costs" means costs of the Project that are excluded from the calculation of Total Construction Costs, and specifically includes, without limitation, the following: (a) costs paid or incurred by the YMCA to acquire the Property and the Easements; (b); insurance costs**;** and (c) costs related to design and construction of the Utilities.

3.59 "Utilities" has the meaning given in the Construction Agreement.

ARTICLE 4. TERM

4.01 Term. The stated term of this Operating Agreement shall commence upon the Effective Date, and shall continue for the longer of the following two periods: (a) for so long as the Construction Agreement remains in force and effect (as may be reinstated, renewed, or continued), or (b) for as long as the City retains an ownership interest in the Property (the "**Term**"), unless sooner terminated pursuant to the terms hereof.

4.02 City's Right to Terminate for Convenience. In addition to the City's right to terminate this Agreement for a YMCA Default under **Section 9.01** or under a Related Agreement, after the indebtedness on the Bonds issued under the Construction Agreement is paid in full, the City shall have the right to terminate this Agreement for any reason or no reason upon providing twelve (12) months' prior written notice to the YMCA, with the termination to be effective on the date that is twelve (12) months after the date of the notice.

4.03 Effect of Termination.

a) On and after the termination of this Agreement, whether due to expiration of the term stated in **Section 4.01**, or by the City under **Section 4.02 or Section 9.01**, the Parties agree that the City is released from all obligations under this Agreement, and further agree that the YMCA has the duty to purchase the City's interest in the Property for the Purchase Price under the terms and conditions set forth in the following subsections.

b) If the termination is pursuant to **Section 4.01**, to help determine the Purchase Price, the Parties will, at least six months before the end of the stated term, jointly retain the services of a mutually agreed upon, qualified, and experienced Certified General Appraiser licensed to practice in the State of Texas to provide an estimate to the Parties of the fair market value of the Property. Within ninety (90) days after the date of the appraisal report, the Parties agree to close on the transaction transferring the City's ownership interests in the Property to the YMCA in consideration for payment to the City of an amount equal to the Purchase Price (per the definition given in **Section 3.43**). Each Party will bear one-half of the costs of the appraisal report and closing costs. This Agreement and all Related Documents shall terminate on the closing date of the transfer of the City's ownership interests in the Property to the YMCA.

c) If the termination is by the City pursuant to **Section 4.02 or Section 9.01(b)**, the City shall provide at least thirty (30) days written notice to YMCA of its intent to terminate. Within thirty (30) days after the date of the termination notice, the City will retain the services of a qualified and experienced Certified General Appraiser licensed to practice in the State of Texas to provide an estimate of the fair market value of the Property. The City will provide a copy of the appraisal report to the YMCA within thirty (30) days after its receipt. The YMCA will have thirty (30) days to accept or reject the estimated fair market values given in the appraisal report obtained by the City. If the YMCA accepts the appraiser's estimated fair market values then, using those agreed estimated fair market values, within ninety (90) days after the date of the appraisal report, the Parties will determine the Purchase Price (per the definition given in **Section 3.43**), and close on the transaction transferring the City's interest in the Property to the YMCA for the Purchase Price, with the City bearing all closing costs. If the YMCA does not accept the estimated fair market values given in the appraisal report obtained by the City, the Parties will, within sixty (60) days of the date of the appraisal report obtained by the City, agree on a different qualified and experienced Certified General Appraiser licensed to practice in the State of Texas acceptable both Parties to re-estimate the fair market value of the Property, with this second appraisal paid for solely by YMCA. Within ninety (90) days after the date of the second appraisal report, the Parties will close on the transaction transferring the City's interest in the Property to the YMCA for Purchase Price (per the

definition given in **Section 3.43**), using the highest appraised estimated fair market value (from either the first or second appraisal report) to determine the Purchase Price, and the YMCA will bear all closing costs. This Agreement and all Related Documents shall terminate on the closing date of the transfer of the City's ownership interests in the Property to the YMCA.

ARTICLE 5. GENERAL

5.01 Name and Branding. The Parties agree that the name of the New Recreational Facility will be "Sport Clips Family YMCA in Partnership with the City of Georgetown." . The name may be changed if approved by the City Council and the YMCA Governing Body, subject to the following limitation: no rights or privileges shall be granted by YMCA in exchange for naming or sponsorship of any part of the Property or the Project that would impair the tax-exempt status of the Bonds.

5.02 Signage. No signage may be placed on Property without the prior written consent of City and in compliance with the City's Unified Development Code. Notwithstanding the foregoing, on or before the Effective Date, YMCA shall post, or cause to be posted, directional signage acceptable to the City in size, location, and content, at all entrances to the Property.

5.03 "As Is". YMCA acknowledges and agrees that City has not made, and will not make any representations or warranties, express or implied (expressly including, without limitation, warranties of habitability or fitness for a particular purpose) as to the condition of the Property or with respect to the suitability of the Property for the purpose herein intended THIS INCLUDES LATENT OR PATENT DEFECTS IN THE PROPERTY, THE NEW RECREATIONAL FACILITY, WHICH ARE EXPRESSLY WAIVED BY YMCA. By YMCA's execution of this Operating Agreement, YMCA agrees to accept same upon delivery in their "AS IS" condition as of that date, and as suitable for the purpose herein intended. YMCA understands that YMCA may not require City to Maintain or repair the Property or the New Recreational Facility except as stated in **Section 8.04(a).**

5.04 No Liens. Under no circumstances shall YMCA cause, suffer, or allow the Property or the Project to secure any indebtedness incurred by YMCA or any of its affiliates**.** Specifically, but without limitations, YMCA will not allow any lender to take a security interest in the Project or the Property.

5.05 Compliance with Applicable Laws. Notwithstanding anything to the contrary contained herein, YMCA, at its sole cost and expense, shall promptly execute and fulfill any and all applicable orders, directives and requirements and otherwise comply with any and all Applicable Laws. YMCA represents and warrants that it will not hereafter, nor

will it allow any of its agents, employees, contractors or any other person acting by, through or under it, to violate any Applicable Laws.

5.06 Inspection Rights. A City Representative shall have the right at all reasonable times to enter upon and to examine and inspect the Property with prior notice, which may be given verbally any time prior to arrival. YMCA further agrees that a City Representative shall have such rights of access to the Property as may be reasonably necessary to cause the proper Maintenance and repair of the Property in the event of a Default, or to carry out City's obligations and exercise City's rights under this Operating Agreement with respect to the Property, or to determine whether YMCA is in compliance with the terms of this Operating Agreement and the Applicable Laws.

5.07 Annual Meeting. At the beginning of each calendar year during the Term, before the end of each February, the City Representative(s) and the YMCA Representative (s) agree that they will participate in an annual meeting and perform a walk-through of the New Recreational Facility. The agenda for the annual meeting shall include the following topics (at a minimum): presentation and review of the Annual Financial Report containing the information described in the attached ***Exhibit B***; the information and trends revealed in the Quarterly Membership Reports for the prior year; proposed changes for the upcoming year to membership fees (for both the City's Recreation Center and the New Recreational Facility) and establishment of as-discounted monthly membership rate in the New Recreational Facility for City residents; the five-year and one-year maintenance plans and budgets for both Moveable FF&E with the budgets for Fixed Equipment itemized categorically consistently with the attached ***Exhibit C,*** the maintenance schedules for the Fixed Equipment and Moveable FF&E ; and, if possible, based on information available to the City Representative(s) on the day of the annual meeting, the dates for City use of the New Recreational Facility as allowed under **Section 6.05**. The Parties agree that they will work to achieve consensus on the foregoing and prepare final report of their mutual recommendations and findings for transmittal to their respective governing bodies within forty-five calendar days after the date of the annual meeting.

5.08 Audit. A City Representative shall have the right, during normal business hours and upon five (5) business days' prior written notice to the YMCA, to review all books and records of the YMCA pertaining to costs and expenses incurred by the YMCA with respect to any aspect of the Project. For a period of two years after termination or expiration of this Operating Agreement, the YMCA shall maintain proper books of record and account for the operation and maintenance of the Project and all costs related thereto. Such accounting books shall be maintained in accordance with customary accounting principles.

5.09 Restrictions on Rights to Sell, Transfer or Convey Ownership Interests. Except as otherwise provided in **Section 4.03**, each Party is prohibited from selling, transferring, or conveying its ownership interest in the Property or the Project to any person or entity other than the other Party for so long as indebtedness on the Bonds is outstanding. Any attempt to sell, transfer or convey ownership interests in violation of this Section shall have no force or effect.

ARTICLE 6. OPERATIONS

6.01 Standards. The YMCA will operate the Project. The Project shall be managed and operated as a not-for-profit institution available to members of the YMCA and the general public without discrimination as to age, race, creed, religion, sex, marital status, national origin, political affiliation, physical handicap, or ancestry. The Parties acknowledge that the Project is intended and designed to operate as a family-friendly, community recreational center with on-Site parking and safe lighting, open to the public and operating under and in accordance with standards that meet those for the YMCA of Central Texas. As such, YMCA agrees to operate the Project in a professional, efficient, and businesslike manner and to Maintain all improvements on the Property (including, without limitation, the New Recreational Facility, Pools, entrance ways and driveways, sidewalks, ramps, stairs, surface parking areas, curbs, medians, and Landscaping) in good condition and repair and make all necessary repairs and replacements thereto so that throughout the Term of this Operating Agreement, the Property is operated and maintained in a clean, healthful, and safe fashion typical of that customarily found at the Georgetown Recreation Center and ensure that no default occurs under this Operating Agreement other than acts of God, and loss by casualty (except to the extent YMCA is required under this Operating Agreement to Repair casualty damage). The results of any inspection made by any third party shall be provided to the City. Notwithstanding the foregoing, the YMCA shall ensure that all after-school and summer recreational programs for children comply with the standards of care contained in Chapter 8.40 of the Code of Ordinances of the City of Georgetown, as it may be amended from time to time.

6.02 Staff. YMCA shall be responsible for hiring and paying all employees and independent contractors necessary to operate the Project in accordance with this Operating Agreement, including but not limited to managerial personnel, administrative personnel, personal trainers, program providers, janitorial personnel, and lifeguards. Such persons shall be employees or independent contractors of the YMCA and not of the City.

6.03 Operating Costs. The YMCA shall pay 100% of all Operating Costs and other costs to operate the Property and the Project in accordance with this Operating Agreement at the YMCA's sole cost and expense. The City will not be responsible for any Operating Costs, or for any other costs or expenses other than the City's proportionate share of the Fixed Equipment Shared Costs calculated as described in **Section 8.04**.

6.04 Permitted Use. YMCA shall use the Property and Project during the Term exclusively as a recreational facility for the benefit of members, guests, and invitees of the Project and shall make the Property and Project available for such purposes during the Term in accordance with this Operating Agreement. The YMCA will offer, conduct and operate recreation, wellness, and youth and family programs and related activities consistent with the programs offered by other YMCAs in the YMCA of Central Texas association on a non-discriminatory basis in accordance with all applicable laws. Fundraisers benefitting the New Recreational Facility and other City-oriented community events may also be conducted. Except as otherwise provided in **Section 6.05,** no other uses are permitted without the City Council's prior written consent.

6.05 Use by City. The City may have the exclusive use of the Community Room in the New Recreational Facility at no cost to the City once per each calendar month during the Term. If the City desires to use the Community Room more frequently than once per calendar month, the YMCA may charge the City the rental/use rate then in effect for such use. If then available, the City will communicate its desired use schedule at the time of the Annual Meeting described in **Section 5.07;** otherwise, the City will reserve the Community Room using the YMCA's standard reservation guidelines. The City also may use the entire New Recreational Facility and/or Pool to the exclusion of the general public at no cost to the City once per year for each year of the Term, after providing one year's prior written notice to the YMCA of the intent to use the New Recreational Facility and/or Pool.

6.06 Monthly Membership Fees. Except as otherwise provided below for City residents, the YMCA has the authority to set all membership and other fees. Notwithstanding the generality of the foregoing sentence, YMCA agrees that the monthly membership fees charged to City residents shall be discounted by at least twenty percent (20%) or a cost equivalent to membership for City residents at City recreation centers. The fee schedules for City residents must be approved at least six (6) months prior to their proposed effective date by the City's Director of Parks and Recreation. The YMCA has the right to offer seasonal membership discounts in cooperation with its other branches.

6.07 Financial Assistance. Annually the YMCA will raise funds to grant financial assistance. The amount of these funds will be determined by the YMCA Board on an annual basis. Financial assistance funds for programs shall be publicized by YMCA and made readily available to all, including City residents, who cannot afford the full cost of membership or program participation. Recipients of financial assistance funds must qualify for these funds by applying through the YMCA application process. Funds distributed to all shall not exceed the amount approved annually by the Board.

6.08 Operational Hours and Programming. The YMCA shall open the New Recreational Facility (including the Pools) six days per week, Monday through Saturday, a minimum of 12 hours per day, and Sundays a minimum of four hours per day, except as follows: (a) at the annual meeting and walk-thru in **Section 5.07**, the holiday closure schedules of both the YMCA and City will be compared with the goal to align both schedules as closely as possible and not exceed the number of total holiday closure days of either entity. On the agreed upon holidays the New Recreational Facility and Pool may be closed for the day, or be open for fewer than 12 hours, (b) the New Recreational Facility, or portions of and/or the Pool may be closed when needed for Maintenance or Repair; and (c) the Pool may be closed for inclement weather. The YMCA shall be responsible for all programming and scheduling of recreational activities.

6.09 Moveable FF&E. The YMCA shall own (or lease) all Moveable FF&E necessary to operate the New Recreational Facility and the Pool. No City funds shall be used to acquire, maintain, repair, or replace the Moveable FF&E. The YMCA, at its sole cost and expense, shall be responsible for the Maintenance, repair, and replacement of its Moveable FF&E.

6.10 Utilities. YMCA shall pay all costs and expenses related to gas, electric, water, sewer, drainage, garbage, recycling, telephone, internet, cable, cellular, and service necessary to operate the Project in accordance with the terms and conditions of this Agreement.

6.11 Insurance. At all times during the Term, the YMCA shall have insurance meeting requirements in the attached ***Exhibit A*** in place. Any lapse in coverage, failure to have the City as an Additional Insured, or failure to procure and maintain the required insurance coverage is deemed to be a material default of this Operating Agreement. YMCA shall be solely responsible for paying deductibles due under the insurance policies.

6.12 Quarterly Membership Report. YMCA will report to the City the number of City resident memberships in the New Recreational Facility within thirty (30) days after the end of each calendar quarter during the Term.

ARTICLE 7. MAINTENANCE

7.01 Maintenance - Generally. The YMCA shall be responsible for daily Maintenance and cleanliness of the Property, and for the repair and replacement of the New Recreational Facility, including all Movable FF&E and Fixed Equipment. The City will participate in limited costs - related only to the Fixed Equipment Shared Costs per the terms and conditions of **Section 8.04(a)**. The YMCA must correct and repair, or cause to be corrected or repaired, any defects in materials or workmanship in the Project, the Moveable FF&E, and the Fixed FF&E that are discovered during the Term. Also during the Term, the YMCA shall Maintain and repair the New Recreational Facility, including but not limited to painting, wallpaper, tile, flooring, and window glass replacement. Maintenance shall be performed on a regular schedule, appropriate for the particular asset being maintained, and the YMCA will make a best effort to complete all repairs in an expeditious and proper manner, not to exceed fourteen (14) days from the time of breakdown. Except as otherwise provided in **Section 8.04(a)** pertaining to Fixed Equipment Shared Costs, the City shall have no responsibility to pay for any costs related to Maintenance, repair, or replacement of the Moveable FF&E, the Property, or the Project. Labor provided by the YMCA or the City shall not be included in determining the Maintenance cost. Damage due to lack of supervision, lack of preventative maintenance, or negligence on behalf of the YMCA shall be repaired at the sole cost of the YMCA.

7.02 Maintenance Security. On the Effective Date, the YMCA shall cause to be provided to the City a maintenance bond or letter of credit acceptable in the form and amount by the City Attorney, which maintenance bond or letter of credit shall be for a term of two (2) years from the Effective Date. Any surety company through which a bond is written shall be a surety company duly authorized to do business in the State of Texas, and listed with the US Department of Treasury, meeting at least the City's minimum acceptable rating established under the City's financial institution rating system then in effect, provided that legal counsel for the City has the right to reject any surety company regardless of such company's authorization to do business in Texas. In the event that any such lien and/or judgment is contested, the YMCA shall be required to post or cause the delivery of a surety bond or letter of credit, whichever is preferred by the City, in an amount reasonably determined by the City, not to exceed 150 percent of the disputed amount.

7.03 Service Contracts and Records. YMCA shall Maintain and make available to the City service records for all Moveable FF&E and Fixed Equipment**.** The YMCA shall enter into such maintenance agreements as necessary to ensure that the Moveable FF&E and Fixed Equipment are kept in usable, safe conditions.

ARTICLE 8. CITY SHARE, YMCA SHARE, FIXED EQUIPMENT SHARED COSTS.

8.01 Initial Total Construction Cost Determination. Within thirty (30) days after the date that the YMCA releases final retainage to the CMAR related to the Public Construction Contract, the YMCA shall submit the Total Construction Cost Documentation to the City Representative. The City Representative shall notify the YMCA Representative of any questions, comments, or need for additional information needed regarding the submitted documentation, to which the YMCA shall promptly respond. The City Representative and the YMCA Representative shall work together to calculate, fully document, and jointly certify in writing the Total Construction Cost amount on or before the date that is ninety (90) days after the date that the YMCA submitted its final Draw Request to the City.

8.02 Initial Share Apportionment Determination. Within sixty (60) days of Substantial Completion, as defined in the Public Construction Contract, and after the City Representative and the YMCA Representative have agreed to the Total Construction Cost amount, the City Representative shall provide the YMCA Representative with an initial calculation of the YMCA Share and the City Share and shall include all worksheets and documentation supporting the initial calculations. The YMCA Representative shall notify the City Representative of any questions, comments, or need for additional information regarding the initial share calculations, to which the City shall promptly respond. The City Representative and the YMCA Representative shall work together to calculate, fully document, and jointly certify in writing the City Share and the YMCA Share percentages on or before the date that is ninety (90) days after the date that the YMCA submitted its final Draw Request to the City under the Construction Agreement.

8.03 Final Total Construction Cost and Share Apportionment Determination. On or before the date that is sixty (60) days after the date of the certification required by **Section 8.02**, the City Council and the YMCA Governing Body shall each meet to consider and approve the Total Construction Cost, the City Share, and the YMCA Share. After approval by the City Council and the YMCA Governing Body, the City Share and the YMCA Share percentages shall be used to determine each Party's amounts due for the Fixed Equipment Shared Costs under **Section 8.04**.

8.04 Fixed Equipment Shared Costs.

a) **Allocation**. Provided that the YMCA has complied with the provisions of **Sections 8.04(b) and 8.04(c)**, the City shall pay the portion of the costs related to the repair or replacement (but not the Maintenance) of the items included in the definition of Fixed Equipment on the attached ***Exhibit C*** in the amount of the City Share multiplied by the total amount of the Fixed Equipment Shared Costs. The YMCA shall pay all Maintenance

costs for the Fixed Equipment, plus the portion of the costs related to repair and maintenance of the items listed in the definition of Fixed Equipment on the attached ***Exhibit C*** in the amount of the YMCA Share multiplied by the total amount of said costs. If YMCA fails to comply with the provisions of **Section 8.04(b) and Section (c)**, the YMCA shall pay for 100% of all costs to which said failure applies.

b) **Notice to the City.** Immediately upon the discovery of any repair or replacement projects, but not later than fourteen (14) days after the discovery, the cost of which would qualify as a Fixed Equipment Shared Cost, the YMCA shall notify the City in writing prior to undertaking any repair or replacement work. The notice shall describe the item needing repair or replacement, the description of the proposed repair or replacement work, the project schedule, and the estimated cost.

c) **Compliance with Municipal Procurement Laws.** YMCA shall ensure that all contracts for repair or replacement work on Fixed Equipment comply with the Applicable Laws pertaining to municipal procurement, including but not limited to those obligations listed in the Purchasing Requirements in **Sections 8.04(d), (e), and (f)** below. YMCA must obtain approval of the contract prior to its award from the City Council or the City's Director of Public Works, as applicable.

d) **Procurements of $100,000.00 or more.** Unless falling under a state law exception, all contracts requiring an expenditure of $100,000 or more from the City's Operating Fund require formal solicitation for competitive offers in compliance with statutory procedures for competitive sealed bidding or competitive sealed proposals, and such contracts must be approved by the City Council. YMCA must obtain the City Representative's approval of a formal solicitation. All such contracts must be approved by the City Council and be performed pursuant to the City's purchasing policy, as may be updated from time to time.

e) **Procurements More Than $3,000.00 But Less Than $100,000.00.** For all contracts requiring an expenditure between $3,000.00 and $99,999.99 from the City's Operating Fund, YMCA must contact a minimum of two (2) state certified Historically Underutilized Businesses ("HUBs") within Williamson in compliance with Section 252.0215 of the Texas Local Government Code.

f) **Exceptions for Competitive Solicitation Requirements.** State law contains various exceptions to competitive procurement requirements, including but not limited to those exceptions contained in Section 252 of the Texas Local Government Code and Section 2254 of the Texas Government Code. YMCA may consult with the City to determine whether any procurements are subject to procurement exceptions. If the contract is subject to an exception, the YMCA shall nonetheless obtain bids or quotes from

at least three (3) qualified service providers and obtain the prior written approval of the City's Director of Parks and Recreation prior to contract award.

8.05 Non-Shared Costs. The YMCA shall pay 100% of all Non-Shared Costs and other costs to operate the Property and the Project in accordance with this Operating Agreement at the YMCA's sole cost and expense. The City will not be responsible for any Non-Shared Costs, or any other costs or expenses other than the City's proportionate share of the Fixed Equipment Shared Costs, as described in **Section 8.04(a).**

8.06 Janitorial Services. The YMCA, at its sole cost and expense, shall provide daily janitorial and custodial service for the Project. For the Term of this Operating Agreement, the YMCA will employ or contract for housekeeping staff whose function shall be daily in-house tasks related to routine and emergency cleanups, room or facilities preparation, minor repairs and other routine functions associated with programs and building operations. The YMCA shall pay the full cost of the total salary and fringe benefits of said employee(s) or contractors.

8.07 Landscaping. At all times during the Term, the YMCA shall be responsible for keeping any Landscaping, including any irrigation systems, on the Property in a neat, tidy and working condition, with adequate watering and Maintenance, and replacing Landscaping, including all growth of weeds and other objectionable vegetation on the Property from reaching such conditions as to constitute a nuisance condition, or violate an Applicable Law, or to be hazardous and/or objectionable to the City.

8.08 Trash, Waste, Nuisance Conditions. Collection and proper disposal of trash, garbage, litter and debris will be the responsibility of YMCA, at its sole cost and expense. YMCA shall not cause, suffer or allow any waste on the Property, nor shall YMCA cause suffer or allow the existence of any nuisance condition on the Property.

8.09 Future Expansions. If during the Term YMCA desires to add new outdoor recreational features, or to expand the footprint of the New Recreational Facility to add additional indoor recreational spaces (a "**Future Expansion**"), YMCA shall provide the City prior written notice of same to the City (the "**Future Expansion Notice**"). The Future Expansion Notice must include the proposed design drawings and specifications, the engineer's cost estimate, the proposed project schedule, and any proposed amendment to the Fixed Equipment list attached as ***Exhibit C***. Any decision to participate in construction cost of the Future Expansion and/or to additional Fixed Equipment Shared Costs shall be made by the City Council within one hundred twenty (120) days after receipt of the Future Expansion Notice (the "**City Council Response**"). The City Council Response shall be communicated to the YMCA in writing, and shall specify the City-Council approved changes adding items of Fixed Equipment to ***Exhibit C*** (if any), and

the maximum total dollar amount the City agrees to provide in aid of construction of the Future Expansion. If the YMCA Governing Body accepts the City Council Response, the Parties shall cause an amendment to this Agreement to be prepared that amends all provisions affected by the addition of the Future Expansion into the New Recreational Facility and/or Project as if the Future Expansion were part of the original New Recreational Facility and/or Project, with such amendments to include, for example, amendments to key definitions (including, but not limited to, "New Recreational Facility," Project," "Total Construction Contribution," "City's Construction Contribution," and "YMCA's Construction Contribution") revised to reflect each Party's actual financial contribution to the construction costs of the Future Expansion; and the re-calculations of "City Share" and the "YMCA Share" using the new amounts for Total Construction Contribution, City Construction Contribution, and YMCA Construction Contribution. In addition, ***Exhibit C*** shall be replaced with a new ***Exhibit C*** that includes any City-Council-approved additions to the list of Fixed Equipment for which the City Council has agreed to add to the calculations of Fixed Equipment Shared Costs. Any amendment to this Agreement regarding Future Expansions must be approved by the Governing Bodies of the Parties prior to issuance of a notice to proceed with construction of the Future Expansion.

8.10 Capital Reserve Funds. Both Parties must annually set aside a capital reserve fund to fund their respective shares of Fixed Equipment Shared Costs and, for YMCA, all other future capital repairs and capital maintenance. YMCA must annually set aside its proportionate share of the capital reserve for YMCA Share of the New Recreational Facility, including for (but not limited to) fixed equipment repairs or replacement capital maintenance, capital repair, and routine maintenance.

ARTICLE 9. DEFAULT AND REMEDIES

9.01 Default/Remedies.

a) If either Party fails to materially perform, observe or comply with any of its covenants, agreements or obligations imposed on such Party by this Operating Agreement or a Related Document; or if, as to the YMCA only, the YMCA breaks a representation or warranty given under this Operating Agreement or voluntarily commences a Bankruptcy Proceeding, insolvency, reorganization, stay, moratorium, or similar debtor-relief proceedings or shall have become insolvent or generally does not pay its debts as they become due or admits in writing its inability to pay its debts, or makes an assignment for the benefit of creditors, or insolvency, receivership, reorganization, Bankruptcy proceeding, or similar proceedings shall have been

commenced against YMCA and such noncompliance or proceedings remain undismissed or unstayed for a period of ninety (90) days, (**Failure**) and such Failure is not cured after notice and the expiration of the cure periods provided in this Section (or the applicable section of a Related Document), then such Failure shall constitute a **Default**. If a Failure is monetary, the non-performing Party shall have ten (10) business days after receipt of written notice of the alleged Failure from the other Party within which to cure the Failure. If a Failure is non-monetary, the non-performing Party shall have a total of thirty (30) calendar days after receipt of written notice from the other Party within which to cure the Failure; provided however, that the cure period for a non-monetary Failure may be extended only if and as allowed under **Section 9.01(d).**

b) If the YMCA is in Default, the City shall have available all remedies at law or in equity; including, without limitation, the right to withhold payments to YMCA under this Agreement or terminate this Agreement by following the procedures described in **Section 4.03(b**). In addition, if the YMCA attempts to transfer its interests in this Operating Agreement in violation of **Section 12.03,** the City, in its sole discretion, shall have the right to terminate this Agreement.

c) If the City is in Default, the YMCA shall have available all remedies at law or in equity; provided, however, no Default by the City shall entitle the YMCA to terminate this Agreement.

d) If the performance of a non-monetary covenant or obligation to be performed hereunder by any Party (i.e., not including a covenant or obligation to pay money) is delayed as a result of circumstances which are beyond the control of such Party (which circumstances may include, without limitation, acts of God, pandemics, war, acts of civil disobedience, widespread pestilence, fire or other casualty, shortage of materials, adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or tornadoes, epidemics, pandemics, labor action, strikes, changes in the law affecting the obligations of the Parties hereunder, or similar acts) (**Force Majeure**), the time for such performance shall be extended by the amount of time of the delay directly caused by and relating to such uncontrolled circumstances. The Party claiming delay of performance as a result of any of the foregoing Force Majeure events shall deliver written notice of the commencement of any such delay resulting from such force majeure event not later than three (3) calendar days after the claiming Party becomes aware of the same, unless prevented by such Force Majeure event from doing so, and if the claiming Party fails to so notify the other Party of the occurrence of a Force Majeure event causing such delay, the claiming Party shall not be entitled to avail itself of the provisions for the extension of time for performance contained in this Section.

9.02 Remedies Outside the Agreement. Nothing in this Operating Agreement constitutes a waiver by the City of any remedy the City may have outside this Operating Agreement against the YMCA, or any other person or entity involved in the design, construction, or installation of the Project. The City shall not be deemed to waive any defenses or immunities, whether sovereign, governmental, legislative, qualified or otherwise, all such defenses and immunities being expressly retained.

9.03 City's Right to Perform The City may, without prejudice to any other remedy it may have, correct deficiencies caused by the YMCA's failure to perform in accordance with this Operating Agreement, or by any other YMCA Failure, provided that the YMCA has failed, within thirty (30) days after receipt of written notice from the City (or immediately in the event of an emergency, provided that the City shall provide written notice of such emergency to the YMCA within twenty-four (24) hours of obtaining knowledge thereof), to commence and continue correction of such Failure or Default with diligence and promptness. In such case, the City shall be entitled to withhold all payment for Fixed Equipment Shared Costs and deduct the reasonable cost of correcting such deficiencies (including compensation for any consultants' services made necessary by such Failure or Default) from the payments then or thereafter due to the YMCA. If such payments due to the YMCA are not adequate to cover the City's costs, the YMCA shall pay the difference to the City, which difference shall be due and payable within fifteen (15) days after receipt of notice thereof from the City. Performance of work by the City pursuant to this Section shall not relieve the YMCA of any of its obligations under this Operating Agreement if and to the extent such activities are performed in accordance with this Operating Agreement.

9.04 Non-Liability of City Officials and Employees. The YMCA agrees that no elected or appointed official or employee of the City shall be personally liable to the YMCA in the event of any default or breach by a City Party (defined in **Section 9.01**) or for any amount that may become due to the YMCA or on any obligations under the terms of this Operating Agreement.

ARTICLE 10.INDEMNITY

10.01 INDEMNITY. THE YMCA COVENANTS AND AGREES TO FULLY INDEMNIFY AND HOLD THE CITY, AND ITS ELECTED OFFICERS, APPOINTED OFFICERS, EMPLOYEES, ATTORNEYS, CONTRACTORS, SUBCONTRACTORS, CONSULTANTS, SUBCONSULTANTS, REPRESENTATIVES, AND AGENTS (COLLECTIVELY, THE "CITY PARTIES" AND INDIVIDUALLY, A "CITY PARTY") HARMLESS FROM AND AGAINST ALL CLAIMS MADE AGAINST A CITY PARTY, OR DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM, OR RELATED

TO THE YMCA'S OWNERSHIP OR OPERATION OF THE PROPERTY OR THE PROJECT, INCLUDING BUT NOT LIMITED TO THE TYPES OF CLAIMS DESCRIBED BELOW, AND FURTHER INCLUDING REASONABLE ATTORNEY FEES; PROVIDED, HOWEVER, THE YMCA SHALL HAVE NO OBLIGATION TO INDEMNIFY AND HOLD THE CITY PARTIES HARMLESS FROM AND AGAINST ANY CLAIM THAT ARISES SOLELY FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CITY PARTIES OR FROM CONDUCT RESULTING IN AN AWARD OF PUNITIVE DAMAGES AGAINST THE CITY PARTIES. AS EXAMPLES, BUT NOT AS A LIMITATIONS, YMCA SHALL INDEMNIFY THE CITY PARTIES OR A CITY PARTY FOR CLAIMS MADE AGAINST THE CITY PARTIES OR A CITY PARTY, OR DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM, OR RELATED TO THE FOLLOWING:

a) YMCA'S OWNERSHIP OR OPERATION OF THE PROPERTY OR THE PROJECT OR ACTIVITIES ON THE PROPERTY OR AT THE PROJECT INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY OR DEATH AND PROPERTY DAMAGE, OR

b) THE COSTS OF ANY REQUIRED OR NECESSARY REPAIR, CLEANUP, DETOXIFICATION OR OTHER REMEDIAL WORK TO CURE OR CORRECT A VIOLATION OF AN APPLICABLE LAW AND RETURN THE PROJECT OR THE PROPERTY TO COMPLIANCE, OR

c) ANY WORK DONE IN, ON, OR ABOUT THE PROPERTY OR THE PROJECT BY OR AT THE DIRECTION OF THE YMCA OR BY ANY NON-CITY PARTY WHATSOEVER; OR

d) ANY USE, NONUSE, POSSESSION, OCCUPATION, CONDITION, OPERATION, MAINTENANCE, REPAIR, REPLACEMENT, OR MANAGEMENT OF THE PROPERTY OR THE PROJECT OR ANY PART THEREOF, OR

e) ANY CRIMINAL, NEGLIGENT, OR WILLFUL ACTS OR OMISSIONS OR ON THE PART OF THE YMCA OR ANY OF ITS AGENTS, CONTRACTORS, EMPLOYEES, OPERATORS, LICENSEES, OR INVITEES; OR

f) ANY ACCIDENT, INJURY, OR DAMAGE TO ANY PERSON OR PROPERTY OCCURRING IN, ON, OR ABOUT THE PROPERTY OR ANY PART THEREOF; OR

g) ANY FAILURE ON THE PART OF THE YMCA TO PERFORM OR COMPLY WITH ANY OF THE TERMS, PROVISIONS, COVENANTS, AND

CONDITIONS CONTAINED IN THE OPERATING AGREEMENT OR A RELATED DOCUMENT TO BE PERFORMED OR COMPLIED BY OR ON BEHALF OF YMCA.

10.02 Survival. THE INDEMNITY PROVISIONS OF THIS **ARTICLE 8** SHALL SURVIVE THE TERMINATION OF THIS OPERATING AGREEMENT AND THE EXPIRATION OF THE TERM OF THIS OPERATING AGREEMENT.

10.03 Notice of Claim. City shall promptly give the YMCA written notice of a Claim asserted against a City Party. The YMCA shall assume on behalf of a City Party and conduct with due diligence and in good faith the defense of all Claims against a City Party at YMCA's cost. The City Party shall have the right (but not the obligation), at its own cost and expense, to participate in the defense of any claim or litigation with attorneys of their own selection without relieving the YMCA of any obligations in this Agreement. In no event may the YMCA admit liability on the part of City Party without the written consent of the City Council. The YMCA shall give the City Attorney notice of any Claim asserted a YMCA Party, or a YMCA supplier or vendor against, related to the Project or the Property within five (5) calendar days of the date that a YMCA Party first has constructive notice of the Claim. Notification from the YMCA shall include the names and addresses of the person, firm, corporation, or other entity making the Claim and, if known, the basis and alleged amount of the Claim.

10.04 No Waiver of Immunity. Nothing in this Operating Agreement shall be deemed to constitute a waiver any immunity or affirmative defense which may be asserted by the City or the YMCA.

10.05 No Third Party Rights. The provisions of this Article are solely for the benefit of the City Parties and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

ARTICLE 11. YMCA TAX AND OTHER COVENANTS

11.01 Tax Covenant. It is the understanding of the YMCA that the City has financed the Project with the proceeds of the Bonds. In connection with the issuance of the Bonds, the City has given covenants (the "Bond Covenants") to the holders of the Bonds that the Project and Property will be used in a manner that assures that the Bonds continue to qualify as obligations within the meaning of section 103 of the Internal Revenue Code (the "IRS Code"). The YMCA agrees not to use or permit the use of the Project or the Property in a manner which it knows or should know would result in a violation of the Bond Covenants or which would otherwise adversely affect the federal income tax status of the Bonds under Section 103 of the IRS Code. YMCA agrees that it will not allow any lender to take a security interest in the Project or the Property. Moreover, in furtherance

thereof, if the YMCA is notified by the City that the Bonds have been selected for audit by the Internal Revenue Service, then the YMCA agrees to provide to City such information in its possession with respect to the Property in order that City may timely respond to any questions posed to it by the Internal Revenue Service.

11.02 Representation and Warranties as to Tax-Exempt Status of YMCA. The YMCA hereby represents and warrants as follows:

a) the YMCA is an organization exempt from federal income taxation under Section 501(a) of the Code by virtue of being described in Section 501(c)(3) of the Code;

b) the purposes, character, activities and methods of operation of the YMCA have not changed materially since its organization and are not materially different from the purposes, character, activities and methods of operation at the time of its receipt of a determination by the Internal Revenue Service that it was an organization described in Section 501(c)(3) of the Code (the "Determination");

c) the YMCA has not diverted a substantial part of its corpus or income for a purpose or purposes other than for which it is organized or operated and disclosed to the Internal Revenue Service in connection with the Determination;

d) the YMCA has not operated since its organization in a manner that would result in it being classified as an "action" organization within the meaning of Section 1.501(c)(3)-(l)(c)(3) of the Regulations including, but not limited to, by promoting or attempting to influence legislation by means of propaganda or otherwise;

e) with the exception of the payment of compensation (and the payment or reimbursement of expenses) which is not excessive and is for personal services which are reasonable and necessary to carrying out the purposes of the YMCA, no person controlled by any such individual or individuals nor any person having a personal or private interest in the activities of the YMCA has acquired or received, directly or indirectly, any income or assets, regardless of form, of the YMCA during the current City FY and the period, if any preceding the current City FY, other than as reported to the Internal Revenue Service by the YMCA;

f) the YMCA is not a "private foundation" within the meaning of Section 509(a) of the IRS Code;

g) the YMCA has not received any indication of notice whatsoever to the effect that its exemption under Section 501(c)(3) of the IRS Code has been revoked or modified,

or that the Internal Revenue Service is considering revoking or modifying such exemption, and such exemption is still in force and effect;

h) the YMCA has filed with the Internal Revenue Service all requests for determination, reports and returns required to be filed by it and such requests for determination, reports and returns have not omitted or misstated any material fact and has notified the Internal Revenue Service of any changes in it organization and operation since the date of the application for the Determination; and

i) the YMCA has not devoted more than an insubstantial part of its activities m furtherance of a purpose other than an exempt purpose within the meaning of Section 501(c)(3) of the IRS Code.

11.03 Constitutional Representations. The YMCA agrees that it will not use the Project or Property or any part thereof, or permit the Project or Property or any part thereof to be used in a manner which would violate the Establishment of Religion Clause of the First Amendment to the Constitution of the United States of America, including the decisions of the Unites States Supreme Court interpreting the same or any comparable provisions of the Constitution of the State of Texas, including the decisions in the Supreme Court of the State of Texas interpreting the same.

ARTICLE 12. ADDITIONAL PROVISIONS

12.01 Independent Contractor. In performing this Operating Agreement, the YMCA is an independent contractor and not the agent or employee of the City.

12.02 Representations and Warranties.

a) The YMCA represents and warrants to the City that: (1) the YMCA has the authority to enter into and perform its obligations under this Agreement; (2) the YMCA has the financial resources, or the ability to obtain sufficient financial resources, to meet its obligations under this Agreement; (3) the YMCA will not allow any lender to take a security interest in the Project or the Property; (4) any information provided by the YMCA for inclusion in a disclosure document for an issue of Bonds will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading; (5) the person executing this Operating Agreement on behalf of the YMCA has been duly authorized to do so; (6) this Operating Agreement is binding upon the YMCA in accordance with its terms; and (7) the execution of this Operating Agreement and the performance by the YMCA of its obligations under this Operating Agreement do not constitute a breach or event of default by the YMCA under

any other agreement, instrument, or order to which the YMCA is a party or by which the YMCA is bound.

b) If in connection with the issuance of Bonds the City is required to deliver a certificate as to tax exemption (**Tax Certificate**) to satisfy requirements of the Internal Revenue Code, the YMCA agrees to provide, or cause to be provided, such facts and estimates as the City reasonably considers necessary to enable it to execute and deliver its Tax Certificate. The YMCA represents that such facts and estimates will be based on its reasonable expectations on the date of issuance of the Bonds and will be, to the knowledge of the officers of the YMCA providing such facts and estimates, true, correct and complete as of such date. To the extent that it exercises control or direction over the use or investment of any proceeds from the sale of Bonds (including, but not limited to, the use of the Project), the YMCA further agrees that it will not knowingly make, or permit to be made, any use or investment of such funds that would cause any of the covenants or agreements of the City contained in a Tax Certificate to be violated or that would otherwise have an adverse effect on the tax-exempt status of the interest payable on the Bonds for federal income tax purposes.

c) The City represents and warrants to the YMCA that: (1) the City has the authority to enter into and perform its obligations under this Agreement; (2) the person executing this Operating Agreement on behalf of the City has been duly authorized to do so; (3) this Operating Agreement is binding upon the City in accordance with its terms; and (4) the execution of this Operating Agreement and the performance by the City of its obligations under this Operating Agreement do not constitute a breach or event of default by the City under any other agreement, instrument, or order to which the City is a party or by which the City is bound.

12.03 Transfers and Assignments Prohibited. The YMCA shall have no right to convey, transfer, assign, mortgage, pledge, or otherwise encumber, in whole or in part, the YMCA's right, title, or interest to payments under this Operating Agreement including, but not limited to, any right, title, or interest of the YMCA in and to payments of the City's portion of the Fixed Equipment Shared Costs. In addition, YMCA shall have no right to assign its duties or responsibilities under this Agreement to a third party without the prior written consent of the City Council, and the Parties agree that the City may approve, disapprove, or conditionally approve any such request for consent to assignment, as the City Council may determine in its sole and absolute discretion. Any attempt by YMCA to transfer or assign this Agreement in violation of this Section shall have no force or effect.

12.04 Applicable Law; Venue. This Agreement is being executed and delivered and is intended to be performed in the State of Texas. Except to the extent that the laws of the United States may apply, the substantive laws of the State of Texas shall govern the interpretation and enforcement of this Agreement. In the event of a dispute involving this Agreement, venue shall lie in any court of competent jurisdiction in Williamson County, Texas.

12.05 Notice. Any notice referenced in this Operating Agreement must be in writing and shall be deemed given at the addresses shown below: (1) when delivered by a nationally recognized delivery service such as FedEx or UPS with evidence of delivery signed by any person at the delivery address regardless of whether such person is the named addressee; or (2) 72 hours after deposited with the United States Postal Service, Certified Mail, Return Receipt Requested. In either case, notice must also be sent via email.

To the City:	City of Georgetown P.O. Box 409 Georgetown, Texas 78627 or 808 Martin Luther King Jr. St. Georgetown, Texas 78626 Attn: City Manager Email: CityManagersOffice@georgetowntexas.gov
With a copy to:	City of Georgetown P.O. Box 409 Georgetown, Texas 78627 Attn: City Attorney or 808 Martin Luther King Jr. St. Georgetown, Texas 78626 Attn: City Attorney and City Manager Email: LegalGroup@georgetowntexas.gov
To the YMCA:	
With a copy to:	

Any Party may change its address by delivering notice of the change in accordance with this Section.

12.06 Conflicts; Amendment. In the event of any conflict between this Agreement, a Related Document, and any other instrument, document, or agreement by which either Party is bound: (1) first, the provisions and intent of any applicable Bond Ordinance shall control, and (2) second, the provisions and intent of this Operating Agreement shall control subject only to the terms of any applicable Bond Ordinance. This Agreement may only be amended by written agreement of executed by duly authorized representatives of the City Council and the YMCA Governing Body.

12.07 Severability. If any provision of this Operating Agreement is held invalid by any court, such holding shall not affect the validity of the remaining provisions.

12.08 Non-Waiver. The failure by a Party to insist upon the strict performance of any provision of this Operating Agreement by the other Party, or the failure by a Party to exercise its rights upon a Default by the other Party, shall not constitute a waiver of such Party's right to insist and demand strict compliance by such other Party with the provisions of this Agreement.

12.09 Third-Party Beneficiaries. Nothing in this Operating Agreement is intended to or shall be construed to confer upon any person or entity other than the City and the YMCA. All provisions of this Operating Agreement shall be for the sole and exclusive benefit of the City and the YMCA.

12.10 Counterparts. This Agreement may be executed in multiple counterparts, which, when taken together, shall be deemed one original.

12.11 Texas Ethics Commission Form 1295 Certificate of Interested Parties. The YMCA hereby verifies that it has submitted a disclosure of interested parties to the City pursuant to the requirements of Section 2252.908, Texas Government Code and Chapter 46 of the rules of the Texas Ethics Commission.

12.12 Employment of Undocumented Workers. During the term of this Agreement, and to the extent required under State law, the YMCA agrees not to knowingly employ any undocumented workers and, if convicted of a violation under 8 U.S.C. Section 1324a (f), the YMCA shall repay the taxes abated herein within 120 days after the date the YMCA is notified by the City of such violation, plus interest at the rate of six percent (6%) compounded annually from the date of violation until paid. Pursuant to Section 2264.101 (c), Texas Government Code, a business is not liable for a violation of Chapter 2264 by a

subsidiary, affiliate, or franchisee of the business, or by a person with whom the business contracts.

12.13 Sales and Use Tax Exemption. The Parties understand that, as municipally and publicly owned and acquired properties, all costs of materials, other properties and services used in constructing the Project to be acquired by the City are exempt under the current Tax Code from sales and use taxes levied by the State of Texas, or by any city, county, special district, or other political subdivision of the State, as set forth in Section 151.309 of Tax Code and 34 Tex. Admin. Code § 3.291. Upon request of the YMCA, and to the extent provided by law, the City will provide such certifications to the YMCA and/or to suppliers and contractors as may be required to assure the exemptions claimed herein. The City and the YMCA shall cooperate in structuring the construction contracts for the Project to comply with requirements (including those set forth in 34 Tex. Admin. Code § 3.291) for exemption from sales and use taxes.

EXHIBIT LIST:

Exhibit A	Insurance Requirements
Exhibit B	Quarterly Operating Report Requirement
Exhibit C	

[*Signatures and acknowledgements follow on separate sheets*]

THE CITY:

THE CITY OF GEORGETOWN, TEXAS
A Texas home-rule municipality

By: _____
Josh Schroeder, Mayor

ATTEST:

By: _____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

By: _____
Skye Masson, City Attorney

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the ____ day of _____202_, 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

THE YMCA:

Young Men's Christian Association of Central Texas, a Texas non-profit corporation

By: _____

Printed Name:_____

Title:_____

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 202_ by _____, President and Chief Executive Officer of the Young Men's Christian Association of Central Texas, a Texas non-profit corporation, on behalf of said corporation.

(seal)

_____
Notary Public, State of Texas

EXHIBIT "A"
REQUIRED INSURANCE

A.1 **Property Insurance.** YMCA shall, at its sole cost and expense, maintain for the Term "Special Form" Commercial Property Insurance (ISO Special Causes of Loss Form (CP 10 30) or its equivalent) for the Property and the Project and on any improvement now or hereafter constructed on the Property. All insurance shall be for the full insurable value of the Project on the Property with a deductible amount no greater than that retained by owners of similar Projects and Properties in the State of Texas at the time the policy is obtained. No policy of insurance required under this **Section A.1** shall be written such that the proceeds thereof will produce less than the minimum of coverage required hereunder by reason of co-insurance provisions or otherwise. The term "full insurable value" means "all risk" of loss for one hundred percent (100%) of the actual replacement cost of the Project and any other improvements constructed on the Property to include direct loss by collapse, fire, smoke, windstorm, hail, lightning, explosion, riot, pandemic, epidemic, civil commotion, aircraft, vehicles, theft, vandalism, and sprinkler leakage, flood, including foundation and excavation costs and costs of underground flues, pipes, drains and similar items. The City shall be named as an additional loss payee or additional insured, as appropriate.

A.2 **Liability Insurance**. YMCA shall, at its sole cost and expense, Maintain for the Term, Commercial General Liability Insurance on a "occurrence" basis against claims for personal injury, liability and liability for death, bodily injury and damage to property, products and completed operations, all in limits, from time to time, equal to those customarily held by owners of similar projects in the State of Texas, with respect to any one occurrence and the aggregate of all occurrences during any given annual policy period, but in no event in amounts less than $_3_,000,000 per occurrence and $_4_,000,000 in the aggregate protecting YMCA and the City from and against any liability damage, claim or demand arising out of or connected with the condition of the Project or the Property(or any portion thereof). Such insurance shall include contractual liability, personal injury and advertising liability, business automobile (including owned, not owned and hired) and independent contractor liability coverage. The liability insurance required to be maintained hereunder may be maintained by any combination of single policies and such umbrella or blanket policies so long as the level of coverage is not impaired or reduced by the use

thereof. Furthermore, if the liability insurance policies maintained by YMCA does not contain the standard ISO Separation of Insureds Provision, or a substantially similar clause, such liability insurance policies shall be endorsed to provide cross-liability coverage at YMCA's expense. The liability insurance required by this Section shall name the City as an additional insured. YMCA shall cause any contractor performing work on the Property to provide and Maintain commercial general liability insurance for all employees of the general contractor meeting the requirements of this Section.

A.3 **Builder's Risk Insurance.** During any period of construction on the Property, YMCA shall Maintain, or cause others to Maintain, builder's risk insurance (non-reporting form) with completed operations coverage of the type customarily carried in the case of similar construction for one hundred percent (100%) of the full replacement cost of work in place and materials, supplies and equipment that are intended to be installed in the construction regardless of whether same are stored at or upon the Property or off of the Property. As to the Project, the builder's risk insurance required by this Section shall name the City as an additional loss payee or an additional insured, as applicable.

A.4 **Worker's Compensation Insurance.** YMCA shall, at its sole cost and expense, Maintain for the Term, worker's compensation and employer's liability insurance or equivalent coverage, as may be required under Applicable Laws covering employees of YMCA included in the operation and Maintenance of the Project, with such deductible limits are generally established by the City. The policy shall be endorsed to provide a waiver of subrogation as to the City.

A.5 **Additional Insurance Requirements.** Each policy of insurance procured by YMCA related to the Project or the Property: (a) shall be issued by one or more insurance companies each of which must have an A.M. Best Company financial and performance rating of A-IX or better and be qualified or authorized by the laws of the State of Texas to assume the risk covered by such policy, (b) shall provide that such policy shall not be canceled or modified without at least thirty (30) days prior written notice to City, (c) shall provide that any loss otherwise payable thereunder shall be payable notwithstanding any act or negligence of the named insureds which might, absent such agreement, result in a forfeiture of all or a part of such insurance payment; and (d) be in effect on the Effective Date and

continue in full force and effect until the termination or expiration of this Operating Agreement. YMCA shall promptly pay all premiums when due on such insurance and not less than fifteen (15) days prior to the expiration date of each such policy, deliver to the other acceptable evidence of insurance, such as a renewal policy or policies marked "Premium Paid", or other evidence satisfactory to City, reflecting that all required insurance is current and in force. YMCA will immediately give notice to City of any cancellation of, or change in, any insurance policy required to be maintained hereunder. YMCA may satisfy any insurance requirement hereunder by providing one or more "blanket" insurance policies.

EXHIBIT "B"
ANNUAL OPERATING REPORT

The YMCA shall provide regular written reports to the City's Representative. The reports shall be submitted for each calendar year during the Term, and due not later than the date that is 60 days after the end of last day of the previous year. The reports shall contain the following information:

1. Membership totals
2. Financial assistance information showing amount and number of City of Georgetown residents receiving such assistance, and amount and number of non-City of Georgetown residents receiving such assistance.
3. Maintenance schedules for Fixed Equipment, and records demonstrating compliance with Maintenance schedules
4. Fixed Equipment Shared Costs, including total costs, YMCA portion of costs, and City portion of costs
5. _____

EXHIBIT "C"

Definition of Fixed Equipment and Fixed Equipment Shared Costs

A. The term "Fixed Equipment" means, for the purposes of the Operating Agreement, the following items only:

1. HVAC – roof-top unit/condenser/compressor
2. Flooring – carpeting replacement; gym floor sand, wax, replacement
3. Roof/Doors/Windows/Glass
4. Swimming Pool: Pumps, filters, chlorinators, controls, fixed toys, tank, slides, gutters, plumbing, and plaster
5. Pool HVAC/Plumbing – air conditioners, fans, heaters, split systems, dehumidifiers, hot water heaters, water storage tanks, pumps
6. Parking Lot – lighting fixtures, asphalt crack sealing, top coating, concrete repair and replacement, restriping

B. The term "Fixed Equipment Shared Costs" means, for the purposes of the Operating Agreement, the following replacement and repair items only:

1. Capital Replacement. The City will be responsible for paying its proportionate share of costs on the following capital replacements:
    a. HVAC – Roof-top unit/Condenser/Compressor
    b. Flooring - Carpet and Gym Floor replacement
    c. Roof
    d. All capital replacement items not included above shall be funded entirely by the YMCA.
2. The City will be responsible for paying its proportionate share of costs to repair the following fixed equipment:

a. Swimming Pool: Pumps, filters, chlorinators, controls, fixed toys, tank, slides, gutters, plumbing, and plaster, provided that all such elements are included in the final design.

b. Indoor Pool HVAC/Plumbing: Air conditioners, fans, heaters, split systems, dehumidifiers, hot water heaters, water storage tanks, and pumps.

c. Parking Lot: Lighting fixtures, asphalt crack sealing**, asphalt top coating**, concrete repair and replacement, restriping**.

d. Roof/Building Envelope: Repair of leaks*, roofing, doors, and glass.

e. Gymnasium Wood Flooring: sand, line, and seal**.

f. All Capital Repair not included above shall be funded entirely by the YMCA.

*YMCA will inspect roof annually by a certified roofing professional as part of ongoing preventative maintenance

**Asphalt Crack Seal, Top Coating, Restriping, and Sand, Line and Seal Gymnasium Wood Floor could be considered maintenance, however, for the purpose of this agreement, those specific items fall under Fixed Equipment/Capital Repair, and the City will be responsible for its proportional share no more than once every five (5) years.

City of Georgetown, Texas
City Council
August 25, 2026

SUBJECT:
City of Georgetown and Preservation Georgetown Operation Agreement Renewal

SUGGESTED ACTION:
Consideration and possible action to approve a renewal of the proposed operating agreement between the City of Georgetown and Preservation Georgetown for the use of Grace Heritage Center -- Kim Mcauliffe, Director of Downtown and Tourism Director and Amanda Still, Arts and Culture Program Manager.

ITEM SUMMARY:
Arts and Culture staff manage rentals at Grace Heritage Center for weddings and other meetings. Preservation Georgetown provides historical tours and community events and lectures. Updates to the Grace Heritage Center facility use agreement with Preservation Georgetown include:

1. GHC will be open to visitors for tours on Mondays and Fridays, Market Days, and major City events

2. PG will provide tours to the public for 80 hours per month or average of 960 hours per year

6. Clarification of expectations for City Staff and PG officers and staff regarding scheduled use of GHC.

FINANCIAL IMPACT:

SUBMITTED BY:
Shelly Sommerfeld, Economic Development plus

ATTACHMENTS:
Attachment_Facility Use Agreement - Preservation Georgetown.pdf

FACILITY USE AGREEMENT

PRESERVATION GEORGETOWN – GRACE HERITAGE CENTER

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This Facility Use Agreement (this "Agreement") is made effective as of this ____ day of _____, 2026 (the "Effective Date") by and between the City of Georgetown, Texas, a home-rule city located in Williamson County, Texas ("City"), and Preservation Georgetown. a Texas non-profit corporation located in Williamson County, Texas ("Preservation Georgetown") (collectively, the "Parties"), and is as follows:

RECITALS:

WHEREAS, the City owns and operates the Grace Heritage Center ("GHC") located at 817 S. Main Street, Georgetown, Texas;

WHEREAS, Preservation Georgetown and the City wish to enter a mutually beneficial agreement to provide the public with access to and tours of the GHC;

WHEREAS, Preservation Georgetown acknowledges and agrees that the City has exclusive jurisdiction and control of the GHC.

NOW, THEREFORE, in consideration of the premises; in furtherance of the mutual benefits to be derived by the general public and members of the Preservation Georgetown; and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Preservation Georgetown agree as follows:

AGREEMENT

1. RECITALS ADOPTED

1.1. The recitals set out above in this instrument are hereby adopted in whole as though each were set out herein.

2. GRACE HERITAGE CENTER FACILITY

2.1. Preservation Georgetown shall ensure GHC is open to visitors during the following times:

2.1.1. Weekly on Mondays and Fridays from 10:00 a.m. to 4:00 p.m., however, Preservation Georgetown may adjust the days of the week upon timely written notice to the City; and

2.1.2. Every second Saturday of each month from 10:00 a.m. to 4:00 p.m.

2.2 Preservation Georgetown shall provide docents, at its sole cost and expense, at the GHC

for eighty (80) hours per month or an average of 960 hours per year provide tours and information to the public wishing to experience the architecture and history of GHC.

2.3. As consideration for the public service provided in Sections 2.1 and 2.2, the City authorizes Preservation Georgetown to utilize the GHC at no cost for the following activities:

a. One regular Preservation Georgetown board meeting for up to two hours once per month;

b. Preservation Georgetown programs for up to two hours once per month;

c. Home Tour for seven days once per year. Home Tour dates shall be coordinated with the City. The City may deny the use of the GHC if City staff has previously reserved GHC for another event; and

2.4. The City and Preservation shall develop a joint annual calendar for Preservation Georgetown's use of GHC pursuant to Sections 2.1, 2.2, and 2.3. The City will make every effort to honor Preservation Georgetown's use of the GHC as reflected on the developed annual calendar.

2.5. Preservation Georgetown's use of GHC is expressly subject to and subordinate to the present and future rights of the City, its assigns, lessees, grantees, and licensees, to use, operate, and maintain GHC. The City authorizes Preservation Georgetown to use the GHC only for the uses described above. Preservation Georgetown may only use GHC to generate Preservation Georgetown revenue for the use of Preservation Georgetown through: the sale of items such as historical prints, postcards/notecards, books, and gift items; and through a maximum of three ticketed events each year. The date of each ticketed event will be coordinated with City Staff. The City may deny the use of the GHC if City staff has previously reserved GHC for another event.

2.6. Nothing in this Agreement shall be construed to limit in any way the power of the City to alter or improve the GHC or to maintain, use, operate or renew any public utility facilities or franchises public utilities beneath or above the surface of the GHC. The City shall endeavor to provide the Preservation Georgetown with notice of proposed improvements and shall endeavor to provide Preservation Georgetown with ten (10) days' notice prior to commencement of scheduled work on such improvements, but shall be under no obligation if the work on such improvements is urgent.

3. INSURANCE

3.1 Prior to the commencement of Preservation Georgetown's use of GHC under this Agreement, the Preservation Georgetown shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the City's City Manager. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept Memorandum of Insurance or Binders as proof of insurance. The Certificate(s) or form must have the agent's signature, including the signer's company affiliation, title and phone number, and be mailed, with copies of all applicable endorsements, directly from the

insurer's authorized representative to the City.

3.2 Preservation Georgetown's financial integrity is of interest to the City; therefore, subject to the Preservation Georgetown's right to maintain reasonable deductibles in such amounts as are approved by the City, the Preservation Georgetown shall obtain and maintain in full force and effect for the duration of this Agreement insurance in the following types and for an amount not less than the amount listed:

TYPE	AMOUNTS
1. Employers' Liability	$1,000,000 / $1,000,000 / $1,000,000
2. Commercial General Liability Insurance	For Bodily Injury and Property Damage of $1,000,000 per occurrence; $2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage

3.3 The City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page and all endorsements thereto as they apply to the limits required by the City, and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon the Parties hereto or the underwriter of any such policies) as may be required to comply with the terms of this Agreement. The Preservation Georgetown shall be required to comply with any such requests and shall submit a copy of the replacement Certificate of insurance to the City at the address provided below within 30 days of the requested change. The Preservation Georgetown shall pay any costs incurred resulting from said changes.

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

3.4 Preservation Georgetown agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

3.4.1 Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insured's by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;

3.4.2 Provide for an endorsement that the "other insurance" clause shall not apply to the City when the City is an additional insured shown on the policy;

3.4.3 If required, Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City.

3.5 Preservation Georgetown agrees to give the City written notice of any suspension, cancellation, non-renewal or material change in coverage of any of the insurance policies required to be obtained and maintained by the Preservation Georgetown under the terms of this Agreement. Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, the Preservation Georgetown shall provide a replacement Certificate of Insurance and applicable endorsements to the City. The City shall have the option to suspend the Preservation Georgetown's authorization and liability under this Agreement should there be a lapse in coverage at any time during this Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

3.6 Nothing herein contained shall be construed as limiting in any way the extent to which Preservation Georgetown may be held responsible for payments of damages to persons or property resulting from the Preservation Georgetown's use of GHC as provided in this Agreement.

3.7 It is agreed that Preservation Georgetown's insurance shall be deemed primary and non- contributory with respect to any insurance or self-insurance carried by the City for liability arising out of Preservation Georgetown's use of GHC as provided in this Agreement.

3.8 It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement.

4. INDEMNIFICATION

4.1 PRESERVATION GEORGETOWN INDEMNIFIES THE CITY ONLY FOR CLAIMS ATTRIBUTED TO PRESERVATION GEORGETOWN AND PRESERVATION GEORGETOWN ASSUMES ENTIRE RESPONSIBILITY AND LIABILITY FOR ANY CLAIM OR ACTIONS BASED ON OR ARISING OUT OF INJURIES, INCLUDING DEATH, TO PERSONS OR DAMAGES TO OR DESTRUCTION OF PROPERTY, SUSTAINED OR ALLEGED TO HAVE BEEN SUSTAINED IN CONNECTION WITH OR TO HAVE ARISEN OUT OF OR INCIDENTAL TO PRESERVATION GEORGETOWN'S, ITS AGENTS AND EMPLOYEES AND ITS SUBCONTRACTORS, THEIR AGENTS AND EMPLOYEES' USE OF THE GHC PURSUANT TO THIS.

5. TERMINATION

5.1 Operating Term. This Agreement shall have a 12- month term, unless terminated as specified below by either party, beginning on the Effective Date.

5.2 Termination by Convenience. This Agreement may be terminated by either Party by delivering written notice of termination to the other Party not later than one-hundred eighty (180) days before the effective date of termination.

6. ASSIGNMENT

6.1. Preservation Georgetown shall not assign, sublet or transfer its interest in this Agreement without the prior written consent of the City, which may be withheld for any reason. Any attempt by Preservation Georgetown to transfer its rights or obligations under this Agreement without the consent of the City shall be null and void.

7. MISCELLANEOUS PROVISIONS

7.1. Applicable Laws and Regulations. Preservation Georgetown shall not do, nor suffer to be done, anything at the GHC during the term of this Agreement in violation of the laws of the United States, the State of Texas, or any of the ordinances of the City.

7.2. No Waiver. No waiver by the City of any default or breach of any covenant, condition, or stipulation herein contained shall be treated as a waiver of any subsequent default or breach of the same or any other covenant, condition, or stipulation hereof.

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

7.4. Notice. Any Preservation Georgetown notices required or appropriate under this Agreement shall be given in writing to Preservation Georgetown at the address shown below, and to the City at City of Georgetown; Attn.: Arts & Culture Program Manager; P.O. Box 409; Georgetown, TX 78627.

7.5. Headings. The paragraph headings contained herein are for convenience of reference and are not intended to define, extend, or limit any provisions of this Agreement.

7.6. Jurisdiction and Venue. This Agreement will be interpreted according to the Constitution and laws of the State of Texas. Venue of any court action brought directly or indirectly by reason of this Agreement shall be in Williamson County, Texas. This Agreement is made and is to be performed in Williamson County, Texas, and is governed by the laws of the State of Texas.

7.7. Authorization. The signers of this Agtreement each hereby represents that he or she has full authority to execute this Agreement on behalf of the party for which he or she is acting.

7.8. Preservation Georgetown shall prepare and submit quarterly reports and an annual report detailing Preservation Georgetown's use of GHC pursuant to this Agreement. The quarterly and annual reports shall include the number of visitors to the GHC during Preservation Georgetown's use of GHC and the number of hours open to the public.

7.9. Entire Agreement. This Agreement and addenda contain the final and entire agreement between the Parties hereto and contains all of the terms and conditions agreed upon, and supersedes all other agreements, oral or otherwise, regarding the maintenance of the Public Parkland, none of which shall hereafter be deemed to exist or to bind the Parties hereto; it being the intent of the Parties that neither shall be bound by any term, condition, or representation not herein written.

THE CITY OF GEORGETOWN:

CITY OF GEORGETOWN, TEXAS,
a Texas home-rule city

By: _____
Josh Schroeder, Mayor

ATTEST:

By: _____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

By: _____
Skye Masson, City Attorney

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me this_____day of_____, 2026 by Josh Schroeder, Mayor of the City of Georgetown, Texas, a home-rule city, on behalf of the City.

My Commission Expires: _____
NOTARY PUBLIC, STATE OF TEXAS

PRESERVATION GEORGETOWN,
a Texas non-profit corporation

By: _____
Name:
Title:

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me this_____day of_____, 2026 by _____, the _____ of Preservation Georgetown, a Texas non-profit corporation located in Williamson County, Texas.

My Commission Expires: _____
NOTARY PUBLIC, STATE OF TEXAS

City of Georgetown, Texas
City Council
August 25, 2026

SUBJECT:
City of Georgetown 2027 State Legislative Agenda

SUGGESTED ACTION:
Consideration and possible action to approve the City of Georgetown 2027 State Legislative Agenda for the 90th Legislative Session -- Jacob Reagan, Intergovernmental Relations Manager, and Amberley Kolar, Policy Analyst

ITEM SUMMARY:
The City of Georgetown's Intergovernmental Affairs Program advocates, coordinates, and advances the City's legislative agenda to enhance the City's ability to govern and provide essential municipal and community services and to ensure the City's interests are communicated proactively and enhanced through active participation in the legislative process through strong intergovernmental relationships.

The 2027 Legislative Agenda was developed by the Legislative Task Force, a group of active leaders in the community, with many members serving in positions of leadership on other City Boards and Commissions, and who represent a wide range of interests. Once the agenda draft was completed by the Task Force, it is then reviewed and approved by the City Council. The priorities of the Task Force have been identified as preserving local control, managing growth responsibly and maintaining Georgetown's historic character and high quality of life.

The next steps of the Task Force involve Stakeholder outreach with the 2027 State Legislative Agenda to community partners, presentation of Legislative Agenda to Legislators and staff, building a network of community advocates through public outreach, sending targeted opinion pieces to local news media and making presentations to local civic groups to inform and educate them about the Session both before and during the meetings.

FINANCIAL IMPACT:

SUBMITTED BY:
Karen Frost, City Manager's Office

ATTACHMENTS:
Council Presentation - State Legislative Agenda.pdf
2027 Georgetown Legislative Agenda Draft For Council.pdf

Intergovernmental Affairs Program

August 25, 2026

90th Texas Legislative Session

Jacob Reagan, Intergovernmental Relations Manager

Amberley Kolar, Policy Analyst

GEORGETOWN TEXAS

AGENDA

- Overview of Legislative Program
- 2027 State Legislative Agenda for the 90th Legislative Session
- Next steps for program
- Seeking guidance on 2027 State Legislative Agenda

LEGISLATIVE PROGRAM OVERVIEW

- Intergovernmental Affairs Subcommittee
- Legislative Task Force
- Contract Lobbyists
- Outreach and Engagement
- State Legislative Agenda
- Position Papers

Why Do We Have a Legislative Program?

Year	Total Bills Introduced	Total Bills Passed	City-Related Bills Introduced	City-Related Bills Passed
2013	6061	1437	1700+	220+
2015	6476	1329	1600+	220+
2017	6800	1220	2000+	290+
2019	7541	1437	2000+	330+
2021	6927	1073	2000+	240+
2023	8344	1258	1800+	230
2025	9014	1231	2000+	262

LEGISLATIVE TASK FORCE

- Citizen stakeholder group formed to engage the public in the State Legislative Agenda development process
- Comprised of 14 active leaders in the community
- Held six intensive meetings from May to July to gain insight from city staff, and to provide input and guidance on the City of Georgetown 2027 State Legislative Agenda
- Utilize Task Force members as an extension of city reach during the legislative session to legislative members and civic networks



LEGISLATIVE TASK FORCE MEMBERS 2026-2027

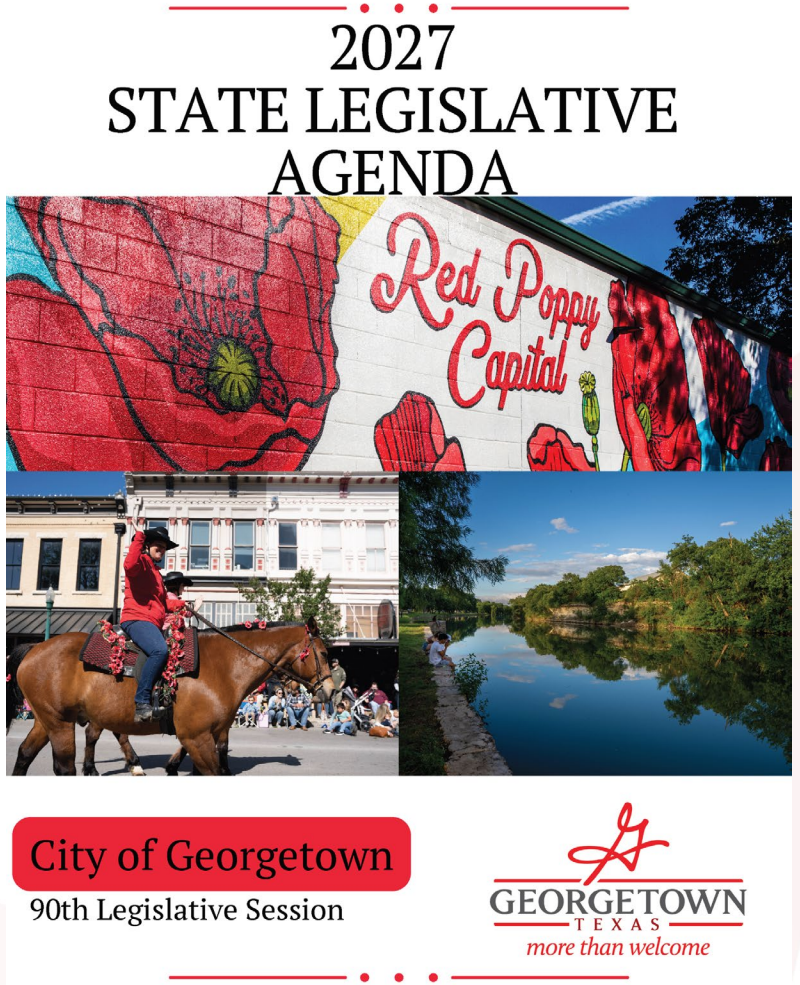
Stephanie Blanck
Sarah Bolton
Natalie DeCesare
Evan Hein
Laura Klein Plunkett
Nizar Noorani
Joe Orsak
Travis Perthius
John Power
Larry Sharrar
Larry Simmons
Mackenzie Spahn
Wade Todd
Alice York

STATE LEGISLATIVE AGENDA

- Serves as the foundation for the City's advocacy strategy:
  - High-level summary of City positions adopted by City Council
  - Includes legislative priorities and bill requests
- Agenda works in partnership with regular and consistent communications to legislative members and their staff on issues that are included in the agenda

State Legislative Agenda Objectives

- Preserve Local Control
- Manage Growth Responsibly
- Maintain Georgetown's Historic Character & High Quality of Life



Preserving Local Control

Elections

- The City **supports** preserving nonpartisan local elections and the current simple-majority voting standard for municipal elections.
- The City **opposes** legislation that limits municipal elections to fewer than the two uniform election dates currently authorized under state law.

Municipal Finance

- The City **supports** preserving local control and financial flexibility so locally elected officials can responsibly fund essential services, provide targeted tax relief, and maintain transparent budgeting, taxation, fees, and financial reporting.
- The City **supports** transparency and accountability among all local taxing entities, including cities, counties, municipal utility districts, and other special districts, so taxpayers can better understand their total local tax burden.
- The City **supports** preserving municipal authority over utility financial management, including enterprise fund revenues, PILOT transfers, voter-approved debt, tax-exempt private activity bonds, and financing flexibility for municipally owned utilities.
- The City **supports** extending statutory contract limits for large utility customers to align with long-term infrastructure investments and industry best practices while protecting current ratepayers from unplanned rate increases.
- The City **opposes** additional revenue, tax, or appraisal caps and policies that shift tax burdens among taxpayers or restricts a city's ability to fund public safety, transportation, parks, infrastructure, and other essential services.

Responsibly Managing Growth

Planning

- The City **supports** preserving local authority over land-use planning, zoning, annexation, subdivision regulation, and extraterritorial jurisdiction (ETJ) to responsibly manage Georgetown's growth.
- The City **supports** maintaining tools that coordinate development with adequate transportation, utility, and other infrastructure capacity, including impact fees and development agreements.
- The City **opposes** one-size-fits-all state mandates or preemptions that limit Georgetown's ability to manage growth and local decision-making authority.
- The City **opposes** policies that shift the infrastructure costs associated with new growth onto existing residents and taxpayers.

Transportation

- The City **supports** increased state funding for transportation construction, operations, and safety improvements that address the needs of rapidly growing communities.
- The City **supports** continued regional transportation partnerships with TxDOT, CAMPO, Williamson County, and other entities to improve safety, connectivity, mobility, and economic development.
- The City **supports** preserving municipal transportation funding tools, including voter-approved sales taxes, transportation impact fees, bonds, development agreements, and other locally authorized mechanisms.
- The City **supports** strengthening public transportation, ADA accessibility, and public-private partnership options (like RideGTX).
- The City **opposes** legislation that limits local funding flexibility or creates unnecessary administrative burdens on transportation projects.

Responsibly Managing Growth (cont.)

Electric Utility

- The City **supports** preserving the authority of municipally owned utilities to own, operate, and govern their electric systems in a manner that best serves local customers and communities.
- The City **supports** improving electric grid reliability, resiliency, and affordability while ensuring that costs associated with rapidly growing statewide demand and large loads are allocated equitably and do not disproportionately burden residential and small commercial customers.
- The City **opposes** legislation that diminishes local control of municipally owned utilities or imposes regulatory requirements that fail to recognize their unique governance structure and public-service mission.

Water & Wastewater Utility

- The City **supports** preserving municipal authority to own, operate, and manage water and wastewater utilities, including protection of certificated service areas, water rights, and groundwater production and transport permits.
- The City **supports** increased state investment in water and wastewater infrastructure, water quality, emerging contaminant mitigation, cybersecurity, drought resilience, emergency preparedness, and long-term water supply reliability.
- The City **supports** consistent and evidence-based groundwater management, conservation, and coordinated regional water and wastewater planning.
- The City **opposes** policies that undermine long-term utility planning or municipal authority within service areas, including the proliferation of wastewater package plants where municipal wastewater service is available or planned.

Information Technology

- The City **supports** continued state efforts and investments to strengthen cybersecurity protections for municipal information systems, utilities, public safety operations, emergency communications, financial data, and resident information.
- The City **supports** the development of a safe, effective, and responsible framework for the use of artificial intelligence technologies.

Responsibly Managing Growth (cont.)

Fire

- The City **supports** legislation and state investment that strengthens fire protection, firefighter health and safety, wildfire prevention and mitigation, emergency medical services, and first responder training.
- The City **supports** policies that preserve property owners' rights and improve Emergency Services District annexation processes while allowing local governments to coordinate emergency services efficiently and cost-effectively.
- The City **opposes** unfunded mandates that increase fire and emergency service operational costs without providing state funding.

Police

- The City **supports** preserving local control over policing operations while providing law enforcement agencies with the resources, tools, and flexibility necessary to protect fast growing communities.
- The City **supports** increased state investment in officer recruitment and retention, training, technology, mental health response, crime prevention, emergency communications, and collaboration among public safety agencies.
- The City **supports** additional state funding for multidisciplinary mental health response teams to reduce the burden on local taxpayers and law enforcement resources.
- The City **supports** auditing TCOLE training requirements to eliminate training course duplication, streamline continuing education, and maximize officers' time serving the public, as well as modernizing civil service rules to improve onboarding efficiency.
- The City **opposes** unfunded mandates and state preemption policies that restrict Georgetown's ability to address local public safety needs.

Emergency Management

- The City **supports** sustained state and federal investment in emergency preparedness, disaster response, recovery, hazard mitigation, and long-term community resilience.
- The City **supports** increased funding for warning systems, flood mitigation, emergency communications, disaster recovery, hazard mitigation grants, and critical infrastructure protection while preserving local authority over emergency operations.
- The City **opposes** unfunded mandates that impose new emergency management requirements on local governments without sufficient implementation funding.

Maintaining our Historic Character and High Quality of Life

Economic Development

- The City **supports** preserving and enhancing local economic development tools that help recruit and retain employers, expand the commercial tax base, increase wages, and improve quality of life.
- The City **supports** adding Georgetown to the Qualified Hotel Project Program to provide additional tools for development of a qualifying hotel and convention center.
- The City **supports** policies that recognize the importance of both large employers and Georgetown's existing small and medium-sized businesses for overall economic stability.

Downtown & Tourism

- The City **supports** protecting municipal Hotel Occupancy Tax authority and local control over tourism revenues, short-term rental regulation, and tourism management programs.
- The City **supports** state funding for Main Street programs, cultural arts districts, historic preservation, and downtown revitalization.
- The City **supports** transportation, workforce, and infrastructure investments that strengthen Georgetown's and Texas' tourism and hospitality industries.

Library Services

- The City **supports** continued collaboration with the Texas State Library and Archives Commission to ensure local libraries remain connected to statewide information networks.
- The City **supports** sustainable and expanded state funding for the Commission and the library programs and services it provides to local communities.

PROGRAM NEXT STEPS

- Stakeholder outreach with the 2027 State Legislative Agenda to community partners
- Presentation of Legislative Agenda to Legislators and staff
- Building a network of community advocates through public outreach
  - Targeted opinion pieces to local news media
  - Presentations to local civic groups to inform and educate

Questions?

Jacob Reagan, IGR Manager

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Amberley Kolar, Policy Analyst
Amberley.Kolar@georgetowntexas.gov

City of Georgetown 2027 Legislative Agenda Draft

The City of Georgetown's Intergovernmental Affairs Program advocates, coordinates, and advances the City's legislative agenda to enhance the City's ability to govern and provide essential municipal and community services and to ensure the City's interests are communicated proactively and enhanced through active participation in the legislative process through strong intergovernmental relationships.

The 2027 Legislative Agenda was developed by the Legislative Task Force, a group of active leaders in the community, with many members serving in positions of leadership on other City Boards and Commissions, and who represent a wide range of interests. Once the agenda draft is completed by the Task Force, it is then reviewed and approved by the City Council.

The 2026-2027 Legislative Task Force Members are:

Stephanie Blanck
Sarah Bolton
Natalie DeCesare
Evan Hein
Laura Klein Plunkett
Nizar Noorani
Joe Orsak
Travis Perthuis
John Power
Larry Sharrar
Larry Simmons
Mackenzie Spahn
Wade Todd
Alice York

The City of Georgetown's Legislative Task Force has identified the following priorities for the 90th Texas Legislative Session to protect the City's ability to serve its residents and responsibly plan for the future:

The City supports legislation that preserves local decision-making and recognizes that locally elected officials are best positioned to address the unique needs and priorities of their community through direct accountability to the citizens they serve. Georgetown opposes unfunded mandates, unnecessary state preemption, and legislation that shifts costs or administrative burdens to local governments without providing the resources or flexibility needed for implementation. Preserving local authority enables the City to protect property rights, manage growth responsibly, maintain Georgetown's historic character, and continue providing the high-quality services that residents expect. These principles guide the legislative priorities outlined in this agenda, and the City looks forward to working collaboratively with

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the Texas Legislature, state agencies, regional partners, businesses, and residents to advance policies that strengthen Georgetown and the State of Texas.

Elections:

The City of Georgetown opposes legislation that would limit a city's ability to conduct elections on the two uniform election dates established under state law and supports preserving the use of nonpartisan local elections. The City also opposes efforts to alter the current simple-majority voting standard for local elections.

Planning:

The City of Georgetown continues to support legislation that preserves local control over land-use planning, zoning, annexation, subdivision regulation, and extraterritorial jurisdiction (ETJ) authority. As one of the fastest-growing cities in Texas, Georgetown relies on these tools to implement its Comprehensive Plan, ensure compatible development, protect public health and safety, and maintain the community vision and quality of life for which Georgetown has become famous. The City opposes legislation that preempts local decision-making or imposes one-size-fits-all development standards that limit Georgetown's ability to manage growth responsibly.

The City supports policies that ensure growth pays for growth by preserving municipal authority to coordinate infrastructure planning, require adequate transportation and utility capacity, utilize impact fees and development agreements, and maintain tools necessary to align development with public investments. Georgetown opposes legislation that shifts the cost of growth onto existing residents and taxpayers.

Economic Development:

The City of Georgetown supports legislation that preserves and enhances local economic development tools used to recruit and retain high-quality employers, expand the commercial tax base, increase average wages, and improve quality of life. The City supports legislation adding Georgetown to the Qualified Hotel Project Program, allowing the City to capture state hotel occupancy and sales tax revenues generated by a qualifying hotel and convention center development. The City recognizes that the success of small and medium-sized businesses already operating in Georgetown are just as critical to Georgetown's economic stability as large employers.

Downtown & Tourism:

Georgetown supports protecting municipal Hotel Occupancy Tax (HOT) authority and local control of tourism revenues. The City supports state funding for Main Street programs, cultural arts districts, historic preservation, and downtown revitalization initiatives. Georgetown supports preserving municipal authority over short-term rental regulation and tourism

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management programs. The City supports transportation, workforce, and infrastructure investments that strengthen Texas' tourism and hospitality economy.

Transportation:

The City of Georgetown supports increased state funding from TXDOT for construction, operations, and safety improvements for local infrastructure. The City supports continued investment in regional transportation planning through partnerships with the Texas Department of Transportation (TxDOT), the Capital Area Metropolitan Planning Organization (CAMPO), Williamson County, and other regional partners, while expanding funding opportunities for mobility projects that improve safety, connectivity, and economic development.

The City supports legislation that preserves municipal authority and flexibility to fund, construct, and maintain transportation infrastructure through voter-approved sales taxes, transportation impact fees, bonds, development agreements, and other local funding mechanisms. Georgetown supports maintaining and improving transportation impact fee statutes to ensure growth contributes fairly to infrastructure costs while opposing legislation that limits local funding tools or creates unnecessary administrative burdens that delay project completion. The City supports legislation that strengthens public transportation, ADA accessibility, and multimodal transportation options while preserving local decision-making authority necessary to address Georgetown's long-term mobility needs.

Electric Utility:

The City of Georgetown supports legislation that preserves the authority of municipally owned utilities (MOUs) to own, operate, and govern local electric systems in a manner that best serves their customers and communities. The City supports continued efforts to improve the reliability, resiliency, and affordability of the Texas electric grid while ensuring that the costs associated with meeting growing statewide demand are allocated equitably among all market participants and ratepayers. Protecting the residential and small commercial ratepayers from the cost impacts of rapid growth of large loads across the State of Texas is a priority of the City of Georgetown.

The City opposes legislation that diminishes local control of municipally owned utilities or imposes regulatory requirements that fail to recognize the unique governance structure and public-service mission of community-owned utilities.

Water & Wastewater Utility:

The City supports legislation that preserves municipal authority to own, operate, and manage water and wastewater utilities, protects certificated service areas and existing water rights, including groundwater production and transport permits, and coordinates utility planning with future growth and development. Georgetown supports increased state investment in aging

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infrastructure, water quality improvements, emerging contaminant mitigation, cybersecurity, drought resilience, and emergency preparedness. The City also supports legislation that promotes consistent and evidence-based groundwater management and conservation, strengthens regional water and wastewater planning, and ensures long-term reliability of Texas' water resources.

Georgetown opposes legislation that undermines long-term utility planning or diminishes municipal authority within utility service areas. The City supports strong, comprehensive, strategic, and equitable regional wastewater planning and policies that discourage the unchecked proliferation of wastewater package plants where municipal wastewater service is available or planned. Georgetown supports appropriate regulation of package plants to encourage connection to regional or municipal systems whenever feasible.

Library Services:

The City of Georgetown supports continued and expanded collaboration with the Texas State Library and Archives Commission to ensure local libraries remain integrated into statewide information networks, as well as continued sustainable state funding and support for the Commission.

Fire Department:

The City of Georgetown supports legislation that strengthens the fire department’s ability to protect residents and property while recognizing the challenges faced by rapidly growing communities. The City supports legislation that improves firefighter health and safety. Georgetown supports policies that preserve property owners' rights and improve the efficiency of Emergency Services District annexation processes while ensuring local governments can provide emergency services in a coordinated and cost-effective manner. The City supports state investments in wildfire prevention, mitigation, emergency medical services, and first responder training, while opposing unfunded mandates that increase operational costs without providing adequate state funding.

Police Department:

The City of Georgetown supports legislation that improves and enhances public safety by providing local law enforcement with the resources, tools, and flexibility necessary to protect residents while maintaining local control over policing operations. The City supports increased state investment in officer recruitment and retention efforts, training, technology, mental health response, crime prevention initiatives, and emergency communications. Georgetown also supports legislation that strengthens collaboration among local, state, and federal public safety partners. The City opposes unfunded mandates or preemption policies that limit the City's ability to meet the public safety needs of its growing community. The City supports additional financial resources from the state for local governments to create multi-disciplinary mental health teams to alleviate strain on local government taxpayers to serve individuals in

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need. The City requests that training required by TCOLE be audited to eliminate duplicate training of peace officers and streamline the ongoing training of officers so that officers can maximize their time working in the field of public safety. The City supports legislation that modernizes civil service rules to increase efficiency in onboarding practices.

Information Technology:

The City of Georgetown recognizes the significant risk that cyber-attacks pose to the city's information systems, utilities, public safety operations, emergency communications, financial data, and resident information. The City supports ongoing efforts to strengthen cybersecurity protections for Texans and to establish a safe, effective framework for the use of artificial intelligence tools.

Emergency Management:

The City of Georgetown supports legislation that strengthens emergency preparedness, disaster response, and long-term community resilience through sustained state and federal investment and strong partnerships with local governments. Georgetown supports increased funding for emergency warning systems, flood mitigation, emergency communications, disaster recovery, hazard mitigation grants, and critical infrastructure protection, while preserving local authority to coordinate emergency operations and disaster response. The City opposes unfunded mandates that impose new requirements on local governments without providing sufficient implementation funding.

Municipal Finance:

The City of Georgetown supports legislation that preserves local control over municipal finance and provides cities with the flexibility necessary to meet the needs of rapidly growing communities. The City supports allowing locally elected officials to provide targeted tax relief while improving transparency in property taxes, tax rates, fees, budgeting, and financial reporting so residents clearly understand how local revenues are generated and used. Georgetown also supports greater transparency and public accountability across all local taxing entities, including cities, counties, municipal utility districts, and other special districts, to provide taxpayers with a clearer understanding of the total property tax within their community. The City opposes additional revenue, tax, or appraisal caps that would restrict a city's ability to fund essential public services, including public safety, transportation, parks, and critical infrastructure. Georgetown also opposes policies that shift the tax burden from one class of taxpayers to another.

Georgetown opposes legislation that restricts the City's ability to utilize utility revenues and locally adopted financial policies to maintain critical infrastructure and provide reliable utility services. The City supports legislation that preserves local authority over utility financial management, including the use of enterprise fund revenues and payments in lieu of taxes (PILOTs) transfers established through locally adopted financial policies. The City supports

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preserving existing authority to issue debt for voter-approved infrastructure projects and essential capital equipment, recognizing that responsible financing is critical to accommodating growth and maintaining service levels. The City further supports legislative changes that preserve the City's tax-exempt private activity bond regulations and expand financing flexibility for municipally owned utilities to meet increasing demand from large commercial and industrial customers. Additionally, Georgetown supports extending statutory contract limitations for large utility customers to better align with long-term infrastructure investments and industry best practices and protecting current ratepayers from unplanned rate hikes. Finally, the City encourages the Legislature to preserve local revenue options that have been approved by voters or local elected officials, ensuring communities retain the tools necessary to address their unique infrastructure and service needs.

Bill Draft Requests:

Request legislation that preserves property owners' rights and improves Emergency Services District annexation processes while allowing local governments to coordinate emergency services efficiently and cost-effectively.

Request legislation for a Qualified Hotel Project for Georgetown by a member of the delegation and for its inclusion into the omnibus Qualified Hotel bill.

Request legislation that requires the Texas Commission on Environmental Quality's guidance on regionalization of wastewater plants to be codified in statute and make best use of taxpayer dollars while also ensuring the security and reliability of package plants.

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City of Georgetown, Texas
City Council
August 25, 2026

SUBJECT:
Second Reading - Electric Rate Ordinance Updates

SUGGESTED ACTION:
Second reading of an Ordinance amending Chapter 13.04 of the Code of Ordinances relating to electric rates, fees, and service provisions -- Daniel Bethapudi, Electric Utility General Manager

ITEM SUMMARY:
Second reading of an ordinance amending Chapter 13.04 of the City Code relating to electric rates, fees, and service provisions. The proposed amendments modernize the Electric Rate Ordinance, improve administrative clarity, enhance electric system reliability, and align the ordinance with current utility operations, industry practices, and the City's long-term financial objectives. The proposed revisions were presented to the Electric Utility Advisory Board during its June 2026 meeting and approved by the City Council on first reading.

The ordinance updates utility service requirements, customer rate classifications, and electric system operations. Key revisions include requiring utility access rights for new electric services, adding a Definitions section, establishing a Power Pedestal rate class, clarifying the City's authority during ERCOT-directed curtailments and emergency operations, assigning customer responsibility for damage caused by excessive load or voltage disturbances, and requiring City authorization before participation in demand response programs that may affect electric system operations.

The ordinance also updates the Very Large Commercial and Industrial Rate Schedule by revising the Energy Rate Rider calculation methodology, adjusting applicable rates and fees, establishing a month-to-month energy rate for customers without an executed Electric Service Agreement, and clarifying the Primary Voltage Discount. In addition, the ordinance establishes a Large Commercial and Industrial month-to-month energy charge, effective September 1, 2026, for customers without an executed Electric Service Agreement.

Final approval is recommended to strengthen operational and financial safeguards, improve cost recovery, protect utility infrastructure, and support the continued safe, reliable, and fiscally responsible delivery of electric service.

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

SUBMITTED BY:
Pam Cofer, Electric Department

ATTACHMENTS:

City of Georgetown_Municipal Pumping Primary Voltage Discount Methodology Memo_08-03-26.pdf
City of Georgetown_VLCI ERR Review_08-03-26.pdf
Exhibit A_Title 1 Chapter 13.04 Electric Rates August 2026 Update.pdf
Ord_Chapter13.04 Electric Rate Update_2026.pdf
Redline_Title 1 Chapter 13.04 Electrict Rate August Update.pdf

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

Memorandum

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

From: NewGen Strategies and Solutions, LLC

Date: August 3, 2026

Re: Municipal Pumping Primary Voltage Service Discount

The City of Georgetown (City) and Georgetown Electric Utility (Utility) have retained NewGen Strategies and Solutions, LLC (NewGen) to document the methodology used to develop the proposed primary voltage service discount for the Municipal Water and Wastewater Pumping (Municipal Pumping) customer class. This memorandum describes how the discount is calculated, presents the resulting value of the discount, and provides NewGen's opinion regarding the voltage discount.

Background

Electric utilities incur distribution costs to provide service at multiple voltage levels. As electricity moves from the transmission system (high voltage) to most end-use customers (low voltage), it passes through substations, primary-voltage distribution lines (primary lines), line transformers, and secondary-voltage distribution lines (secondary lines). However, not all customers take service at the same voltage level. A customer that takes service at primary voltage does not rely on the Utility's secondary voltage equipment (line transformers and secondary lines) to receive electrical service. Because primary voltage customers do not use these facilities, they should not bear the associated costs.

A primary voltage service discount is designed to remove the secondary-level distribution costs from the customer's demand rate. A new customer in the Municipal Pumping class will take service at primary voltage, and therefore, the Utility proposes an appropriate primary voltage service discount so that this customer pays only for the portion of the distribution system they use.

Methodology

The proposed discount was developed using the standard embedded cost of service (COS) process of functionalizing, classifying, and allocating the Utility's revenue requirement to customer classes. Within the distribution function, demand-related distribution costs are allocated into four components: substations, primary lines, secondary lines, and line transformers. A customer served at primary voltage is allocated the substation and primary line costs but is excluded from the secondary line and line transformer costs because it does not rely on those facilities to receive service.

For the Municipal Pumping customer class, the proposed primary voltage service discount is calculated as the sum of the allocated secondary line and line transformer demand costs, divided by the class billing demand (in kilowatts, or kW). This produces a $/ kW discount value that is applied as a credit to the class demand charge. Table 1 summarizes the calculation.

Table 1
Municipal Pumping Primary Voltage Service Discount

Row	Item	Units	Value
A	Secondary Lines (Demand)	$	97,788
B	Line Transformers (Demand)	$	94,321
C	Total Secondary-Level Costs (A + B)	$	192,110
	Billing Determinants		
D	Billing Demand (Sum of Maximum Demands)	kW	85,896
	Primary Voltage Service Discount		
E	Discount (−C / D)	$/kW	(2.24)

As shown in Table 1, the secondary line and line transformer demand costs allocated to the Municipal Pumping class in the Utility's COS total $192,110. This value is divided by the class billing demand of 85,896 kW, which results in a primary voltage service discount of approximately $2.24/kW. This discount is applied as a reduction to the Municipal Pumping demand rate for those customers taking service at primary voltage. The resulting rate for Municipal Pumping customers taking service at primary voltage is shown in Table 2.

Table 2
Municipal Pumping Primary Voltage Rate

Row	Item	Units	Value
A	Customer Charge	$/month	$199.10
B	Demand Charge	$/kW	$19.99
C	Primary Voltage Demand Discount	$/kW	($2.24)
D	Energy Charge	$/kWh	$0.0460
E	Power Cost Adjustment	$/kWh	$0.01375

Conclusion

NewGen reviewed the methodology used to develop the proposed Municipal Pumping primary voltage service discount and is of the opinion that the methodology is defensible, grounded in the principle of cost causation, and follows industry standards for COS analysis.

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Phone: (720) 633-9514

Memorandum

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

From: NewGen Strategies and Solutions, LLC

Date: August 3, 2026

Re: Review of the VLC&I Energy Rate Rider Standard Operating Procedure

The City of Georgetown (City) and Georgetown Electric Utility (Utility) have retained NewGen Strategies and Solutions, LLC (NewGen) to review the proposed methodology developed to update the Very Large Commercial and Industrial (VLC&I) Energy Rate Rider (ERR). This memorandum summarizes the background and purpose of the ERR, describes the changes reflected in the revised methodology and the corresponding rate revisions, and provides NewGen's opinion that the proposed changes are prudent, defensible, and consistent with industry standards.

Background

The VLC&I rate class was established to serve customers with an installed capacity greater than 10 megawatts (MW) but less than 50 MW. These customers have different costs and risks associated with serving them. Their energy requirements are large relative to the Utility's total load and are challenging to accurately forecast. Errors in energy forecasting can expose the Utility to financial risks in the real-time (RT) energy market where power prices can be volatile.

The ERR was implemented in June 2025 as a dollar per kilowatt-hour ($/kWh) charge applied only to VLC&I customers. The purpose of the ERR is to ensure the recovery of purchased power costs attributable to the VLC&I class, so that the financial risks associated with the potential market exposure created by serving these customers are borne by these customers. The ERR funds a reserve that allows the Utility to manage the potential power market price volatility incurred to serve the VLC&I class customers.

When VLC&I power costs exceed VLC&I energy revenues, the reserve fund balance is drawn down to cover these shortfalls; when power costs are below energy revenues, the reserve fund balance increases. The City Manager, the General Manager, or their respective designees are responsible for making periodic adjustments to the ERR to ensure proper reserve fund balances are maintained.

As originally adopted, the rate ordinance calculated the future ERR as follows, using two months of historical data and six months of forecasted data:

$$FERR = (((ER + ERR) \times TL) – HG/L – FHC – SMP – FLH – AS + (TAB – AAB)) / TL$$

where:

- FERR is the Future Energy Rate Rider, or the rider being calculated.
- ER is the VLC&I Energy Rate in effect at the time of the calculation.
- ERR is the Energy Rate Rider in effect at the time of the calculation.

- TL is the VLC&I Total Load over the eight-month period, consisting of the two historical months and the six forecast months.
- HG/L is the Hedge Gains or Losses realized on VLC&I hedges during the two historical months.
- FHC is the Future Hedge Costs for hedges covering the six-month forecast period.
- SMP is the Spot Market Purchases required to serve VLC&I load in excess of hedged volumes.
- FLH is the Future Load Hedges to be procured for the VLC&I class.
- AS is the Ancillary Service Costs allocated to the VLC&I class.
- TAB is the Target Account Balance established as a fixed dollar target for the fund.
- AAB is the Actual Account Balance, or the fund balance at the time of the calculation.

Since implementation, Utility staff have identified several refinements to the calculation based on operating experience. The proposed revised formula is:

$$\text{ERR (\$/kWh)} = ((\text{Power Costs} - \text{Energy Revenues}) + (\text{TAB} - \text{AAB})) / \text{TL}$$

where:

- Power Costs are all forecasted power supply costs allocable to the VLC&I class over the six-month forecast period.
- Energy Revenues are the forecasted revenues from the VLC&I energy charge over the same six-month period.
- TAB is the highest month of forecasted VLC&I Power Costs in the 12 months following the ERR update.
- AAB is the Actual Account Balance of the ERR reserve fund at the beginning of adjustment period.
- TL is the forecasted VLC&I energy sales during the six-month forecast period.

Changes from the Previous Procedure

The proposed ERR calculation methodology includes six substantive changes to the previous methodology, as identified below.

Explicit Inclusion of PPA Net Settlements, ERCOT Charges, and Miscellaneous Costs

The previous methodology assumed that VLC&I load would be served entirely through bilateral hedges, day-ahead (DA) market purchases, and RT market purchases. In practice, a portion of the class's load is hedged by the Utility's long-term power purchase agreements (PPAs). The VLC&I class also incurs Electric Reliability Council of Texas (ERCOT) charges and administrative costs that were not included in the original ERR formula. The revised methodology includes Power Costs within the following five components:

- Net settlement of VLC&I bilateral hedges.
- Forecasted VLC&I DA market (DAM) and RT energy purchases.

- The class's Load Ratio Share (LRS) of the net settlement of the Utility's long-term PPAs, including PPA net settlements, net settlement of congestion revenue rights (CRR), renewable energy credit (REC) revenues, resource Qualified Scheduling Entity (QSE) fees and resource administrative charges, and point-to-point (PTP) obligations.
- Sub-QSE and ERCOT charges, including ancillary services, other ERCOT fees (such as black start), reliability must run, revenue neutrality allocation, reliability unit commitment, firm fuel supply, voltage support, DA make whole charges, and the LRS of CRR Auction Revenue Distribution (CARD) revenues.
- Miscellaneous costs, including the LRS of purchased power consulting costs, the ERCOT annual membership fee, the quarterly Electric Reliability Organization (ERO) fee, Subchapter M securitization charges, and other incidental costs incurred to provide electric service to VLC&I customers not already collected through the VLC&I Account Set Up Fee and/or monthly customer charges.

Elimination of Double Counting of Historical Data

The original ERR rider required the inclusion of two months of historical data and six months of forecasted data. Because the AAB reflects historical activity through the end of the preceding operating month, including two historical months in the numerator double counts the same over or under-recovery amounts. The revised methodology uses six months of forecasted data only, with all historical results reflected in the AAB.

Correction of the Revenue Requirement Formula

The original ERR formula subtracted forecasted costs from forecasted revenues. The revised formula calculates the required ERR revenue as Power Costs less Energy Revenues, so that a projected cost shortfall produces a positive rider. The proposed changes correct the sign of the cost recovery term and ensure the ERR recovers the potential revenue shortfall it is intended to recover.

Redefinition of the Target Account Balance

The new methodology defines the TAB as equal to the highest month of forecasted VLC&I Power Costs in the 12 months following the ERR update. The target therefore is scaled with changes in the class load and market conditions. The 12-month look-forward period reduces the influence of seasonal price variation, which could otherwise cause the target to move substantially from one update to the next, depending on the point in the year at which the calculation is performed.

Monthly Model Updates

The ERR was evaluated quarterly. Under the proposed methodology, the ERR calculation will be updated monthly with ERR changes made at the discretion of the City Manager, the General Manager, or their respective designees. More frequent updating limits the magnitude of potential over or under-recovery of revenues and reduces volatility in the ERR.

Documented Forecasting Methodologies and Data Sources

The previous process specified a formula but did not include the specific mechanics behind the ERR-related forecasts. The proposed methodology documents these mechanics, including the source of the forward price curves, the hourly price scalars used to shape monthly forward prices into hourly prices, the settlement point basis differentials used to convert market hub prices to resource node prices, the generation-weighted price adjustment applied to PPA revenues, and the conversion of customer demand forecasts into hourly energy forecasts using historical load factors and load shapes. For forecast months beyond the customer-provided demand schedule, demand is assumed to be equal to 50% of installed capacity, with a six-month lag to reflect ramp-up time. Under the new methodology, price scalars are refreshed in the first quarter of each fiscal year using up to three years of trailing actual data, and basis differentials are refreshed annually using 12 months of historical data.

NewGen Review

Each of the six proposed changes described above refines a specific element of the ERR methodology based on the Utility's operating experience. The ERR is a class-specific purchased power cost recovery mechanism tied with a balancing account (reserve fund). Adjustment clauses are a long-established practice among electric utilities, and the balancing account that tracks cumulative over and under-recovery is a standard feature of those risk management mechanisms.

The revised methodology strengthens the alignment between the ERR and cost causation, which is among the ratemaking principles specified by James Bonbright in his seminal work *Principles of Public Utility Rates* (1961), which is the foundation for modern utility ratemaking in the United States. The allocation of LRS associated with the Utility's long-term PPAs is reasonable in NewGen's opinion. Those PPAs were entered into for the benefit of all customers and function as hedges against all load, including existing and future VLC&I load. The proposed LRS allocation to the ERR assigns the costs and the benefits of PPAs proportionally. Because the PPAs do not necessarily cover the VLC&I load every hour, the Utility continues to supplement them with bilateral blocks and market purchases, and the proposed methodology accounts for both power sources.

The proposed changes to the ERR methodology result in a calculation that is easily reproducible. Every input is traceable to a documented source, and the process for updating the scalar and basis inputs is specified rather than left to judgment at each quarterly update. NewGen believes these changes support the defensibility of the ERR rider calculation.

NewGen recommends that the Utility includes the ability to exclude power market price anomalies from the calculation of the price scalars and basis differentials in the ERR. The historical lookback used to develop price scalars and basis differentials does not appear to specifically exclude extreme market events, which often result in very high hourly market power prices and could impact future ERR calculations. Future events of the magnitude of the 2021 Winter Storm Uri would likely distort the price scalars and basis differential values included in the historical three-year ERR period. NewGen recommends that the methodology provide guidelines to exclude anomalous pricing events from the historic lookback period.

Conclusions

NewGen is of the opinion that the proposed changes reflected in the revised VLC&I ERR methodology are reasonable, equitable, defensible, and follow industry best practices. The revised formula is designed to improve specific elements identified by Utility staff in the original ERR calculation based on experience and expected results. The cost components included in the revised ERR methodology reflect the costs incurred by the Utility to serve the VLC&I class. The proposal to include documented data sources and forecasting methodologies results in a value that is reproducible and reviewable, which is a prudent utility practice.

Sec. 13.04.010. Rates and charges—Electricity—Schedule.

The monthly rates and charges for the sales made of services rendered by the electric system of the City are established, levied, fixed, and prescribed as set forth in Sections 13.04.010 through 13.04.100. Electric service rendered under this Article is subject to the City's Rules and Regulations, engineering standards and service standards.

By applying for or accepting electric service, the customer shall provide the City access to the customer's premises and electric facilities as necessary for the installation, inspection, operation, maintenance, repair, replacement, reading, disconnection, or removal of City facilities, meters, and equipment, subject to the City's Rules and Regulations. The City may require easements, access rights, or other documentation as a condition of service where necessary to provide safe and reliable service.

Sec. 13.04.011 Definitions

For purposes of this Article, the following terms shall have the meanings set forth below:

1. **Actual Demand.** Actual Demand means the maximum rate at which electric energy is used by a customer, expressed in kilowatts (kW), and measured over a 15-minute interval during the billing period, or such other interval as established by the City's metering standards. Demand is a measure of power and is not a measure of total energy consumption.
2. **Allocated Capacity.** Allocated Capacity means the maximum allowed distribution infrastructure capacity designed and allocated to the Facility based on the Customer's specified load requirements, including Peak Demand and energy needs. This capacity ensures sufficient distribution capacity to meet Peak Demand under normal operating conditions, including substation and feeder capacity.
3. **Billed Demand.** Billed Demand means the kilowatt (kW) demand used to calculate the customer's demand charge under the applicable rate schedule. Billed Demand may be based on measured Peak Demand, minimum demand, ratcheted demand, power factor adjustment, or other provisions of the applicable rate schedule or electric service agreement.
4. **City**. The City of Georgetown, Texas, [a home rule municipal corporation that owns and operates a municipal electric utility system known as Georgetown Utility Systems].
5. **City's Rules and Regulations**. City's ordinances, policies, rate schedules, including description of utility services, billing adjustments, policies, service rules and regulations, and other regulatory measures enacted or adopted by City, including its departments, boards and commissions, as may be amended from time to time by the City in its sole discretion, all said regulations being duly adopted.
6. **Connected Load.** Connected Load means the combined electrical capacity or rating of the customer's motors, equipment, appliances, devices, and other electric-consuming facilities that are or will be connected to the customer's electrical system, whether expressed in kilowatts (kW), kilovolt-amperes (kVA), horsepower, amperes, or other electrical units, as converted or evaluated by the City.
7. **Customer or customer**. A person who is currently receiving retail electric service from City in the person's own name or the name of the person's spouse, or the name of an authorized representative of a partnership, corporation, or other legal entity receiving retail electric service from City.
8. **Design Load.** Design Load means the City's estimate of the customer's expected maximum demand, expressed in kilowatts (kW), after applying applicable diversity factors, operating assumptions, and engineering judgment to the customer's Requested Load, Connected Load, and

Load Analysis. Design Load may be used to determine initial rate classification, transformer size, service requirements, and other facilities necessary to serve the customer.

9. **Installed Capacity.** Installed Capacity means the maximum allowed distribution infrastructure capacity, including site-specific infrastructure, designed and installed by City at the Facility and designated to serve the Customer's load requirements, including Peak Demand and energy needs. This capacity ensures sufficient distribution capacity to meet Peak Demand under normal operating conditions. Installed Capacity includes substation and feeder capacity. Installed Capacity may be expressed in kilowatts (kW) or kilovolt-amperes (kVA).

10. **Load Analysis.** Load Analysis means the documentation, engineering review, and evaluation used by the City to determine expected load characteristics, service requirements, rate classification, metering requirements, transformer sizing, system impacts, and any required customer-specific facilities. A Load Analysis may include Requested Load, Connected Load, operating schedules, diversity factors, power factor, motor-starting characteristics, load factor, planned expansions, and other information required by the City.

11. **Peak Demand.** Peak Demand means the highest Actual Demand recorded for a customer during the applicable billing period, expressed in kilowatts (kW), and measured over a 15-minute interval, or such other interval as established by the City's metering standards.

12. **Requested Load.** Requested Load means the total electrical load requested by the customer or the customer's representative as part of a service request, Load Analysis, Electric Line Extension, and Electric Metering Policy application, plans, specifications, or other documentation submitted to the City. Requested Load may include existing load, proposed load, future load, and any planned expansion identified by the customer.

Sec. 13.04.012. Customer classification and demand determination.

A. Customer Classification

1. Regardless of Design Load, Actual Demand, Installed Capacity, or other classification criteria, a customer shall be assigned to the rate schedule applicable to the premises' final intended use, which may differ from the use during construction, as determined by the City from the customer's application and other reasonably required documentation.

B. Initial Rate Classification

1. For new or modified service under 2,000 kW, the City shall assign the applicable rate class based on the customer's Design Load, as determined from the customer's Load Analysis, except as otherwise provided herein.

2. For new or modified service with a Design Load of 2,000 kW or greater, the City shall assign the applicable rate class based on the customer's Installed Capacity or Allocated Capacity on the date of initial energization, as determined solely by the City.

3. For Customers requesting service at existing premises, the City shall not automatically assign the prior customer's rate classification. The City shall consider the following in determination the appropriate rate classification:

    i. If the new customer's expected use is substantially similar to the prior use, the City may use recent demand history to establish the initial rate classification.

    ii. If demand history is unavailable or not representative, the City may require a Load Analysis and classify the customer based on Design Load or Installed Capacity, as applicable. Existing meters, transformers, or other service facilities do not determine the customer's rate classification or service entitlement.

iii. The City may require the customer, at the customer's expense, to make or fund electric distribution infrastructure changes necessary to provide safe and reliable service and comply with the City's service and engineering standards.

iv. The City may reclassify the customer's initial rate classification based on actual usage and Demand data as outlined in Section C below.

C. Rate Class Reclassification based on Demand

1. This subsection applies only to customers with a Design Load or Installed Capacity under 2,000 kW.

2. The City shall reclassify a customer to a higher rate class if the customer's Actual Demand exceeds the applicable demand threshold for that rate class in three (3) or more billing periods within a consecutive twelve (12) month period . The City may require the customer, at the customer's expense, to make or fund electric distribution infrastructure changes necessary to provide safe and reliable service and comply with the City's service and engineering standards.

3. Upon customer's request, the City may reclassify a customer to a lower rate class if the customer's Actual Demand remains below the applicable demand threshold for twelve (12) consecutive months. The City may require the customer, at the customer's expense, to make or fund electric distribution infrastructure changes necessary to provide safe and reliable service and comply with the City's service and engineering standards.

4. Reclassification shall be applied prospectively beginning with the next billing cycle following determination by the City and shall not be applied retroactively.

5. A customer shall not operate electric load in excess of its Installed Capacity, Allocated Capacity, contract demand, or other capacity limit established by the City without the City's prior written approval. If a customer exceeds such limit, the City may require load reduction, additional infrastructure, additional credit support, revised forecasts, a revised electric service agreement, payment of all incremental costs, or a separate service arrangement. The customer shall be responsible for all costs, charges, penalties, ERCOT settlement amounts, procurement costs, infrastructure costs, and administrative costs incurred by the City as a result of such excess load.

6. A customer shall not be eligible for a reduction in rate class based on Actual Demand if the customer has incurred two or more delinquencies within the preceding twelve-month period.

Sec. 13.04.015. Residential service.

A. Availability. This schedule is available to single-phase residential customers for all domestic uses in residences, individual family apartments, and private rooming houses. This schedule is not available to single metered multi-family dwellings. For residential customers other than single-phase, the City, at its sole discretion, may review and apply another appropriate rate schedule for such customer. .

Where a portion of a residential unit is used for nonresidential purposes, the appropriate nonresidential service schedule is applicable to all uses of electric service. However, this rate schedule may be applied to the residential portion of such use provided the customer's wiring is so arranged that use of the electric service for residential purposes can be metered separately from the nonresidential use. Service rendered under this rate is subject to the City's Rules and Regulations.

B. Net Monthly Rate.

1. Customer Charge: $25.32 per month.

2. Energy Charge: $0.0978 per kWh.

3. Minimum Bill: $25.32 per month.

4. Multiple Dwelling Units. Where served under one meter shall be billed under the applicable commercial rate.

C. Power Cost Adjustment. The PCA charge under the above rate schedule shall be increased or decreased to reflect the application of a power cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.075.

D. Transmission Delivery Cost Adjustment. The TDCA charge under the above rate schedule shall be increased or decreased to reflect the application of a transmission delivery cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.080.

E. Sales Taxes. Sales taxes, where applicable, will be charged to the consumer in addition to the above rates.

F. Residential customers may request a low-income electric discount that is 30 percent below the current customer charge (base rate) as follows:

1. Request for low-income discount must be made in writing.

2. To qualify for the discount, customer or a permanent resident in the household must participate in the Medicaid Program or such other federal, state, and local government entitlement programs that meet the 200 percent Federal Poverty Income Level (FPIL) eligibility guidelines and are approved by City, and provide verifiable proof of that participation, such as an award letter or other official documentation.

3. Requests for the low-income discount must be renewed annually.

Sec. 13.04.018. Net energy metering (NEM) service.

A. Availability. Available to residential and small general service customers within the City's electric service area that own distributed energy resource (DER) facilities.

The following requirements must be met for customers to be served under NEM:

- Customer has executed an interconnection agreement with City, and City has approved their completed net metering service application.
- DER facility is customer owned and powered by a renewable resource, including, but not limited to, solar, wind, and geothermal sources.
- For all DER facilities approved by the City after October 1, 2020, the DER facility's Installed Capacity must be no greater than ten kW-DC (kilowatts direct current) and receive service at 600 volts or less.
- DER facility is located at the customer's premises, or that is appropriately connected to City's electric distribution system, as solely determined by City.

B. Metering. For DER installations before June 22, 2021, customers served under NEM will have two electric meters installed by City at the customer's premises: a DER Meter, which measures the total amount of generated electricity from the customer's DER facility, and a bi-directional meter that measures both the volumetric energy and renewable energy - received, as defined herein. These bi-directional meter readings are used for generating the NEM customer's monthly bill. For all DER installations for NEM customers after June 22, 2021, DER meters are not required; only bi-directional meters will be installed.

C. Meter Definitions.

"Bi-directional meter." An electric meter with separate registers that measures and records, on an interval basis, the flow of electricity from City to the NEM customer (volumetric energy) as well as the flow of electricity from the customer's DER facility to City (renewable energy - received), as applicable.

"DER Meter." The DER meter measures the total amount of energy generated by the customer's DER facility. The meter records "renewable energy - generated."

D. Energy Definitions.

"Renewable energy generated." The total energy produced by the customer's DER facility for the billing period, as measured and recorded by the DER meter. No charges or credits are associated with the renewable energy - generated. This information is provided to City, and is identified on the customer's bill, for informational purposes only.

"Renewable energy received." Any excess metered energy generated from the customer's DER facility that is not used on-site at the customer's premises and flows back to City during a billing cycle. The renewable energy - received is measured by the bi-directional meter and recorded on an interval basis. City pays NEM customers a credit per kilowatt hour of the renewable energy - received.

"Volumetric energy." The amount of metered energy delivered by City to the customer's premises during a billing cycle. This value is measured by the bi-directional meter and recorded on an interval basis. NEM customers pay City per kilowatt hour for volumetric energy.

E. Charges for Service Definitions.

"Base rate." The base rate is the customer charge for the applicable customer class in which the NEM customer exists. The base rate is a per customer charge on a $/month basis.

"Volumetric energy charge." The volumetric energy charge is the energy charge for the applicable customer class in which the NEM customer exists. The volumetric energy charge is applied to the volumetric energy on a $/kWh basis.

"Renewable energy received credit." The renewable energy - received credit is an energy rate ($/kWh) applied to the NEM customer's renewable energy - received. City pays NEM customers a credit per kilowatt hour for renewable energy - received. The credit on the customer's bill is subject to the limitations discussed in item I.

"Power cost adjustment (PCA)." The PCA charge under this rate schedule shall be increased or decreased to reflect the application of a PCA per kWh of energy delivered by City (volumetric energy) during the billing cycle, as calculated in accordance with Section 13.04.075.

"Transmission delivery cost adjustment (TDCA)." The TDCA charge under the above rate schedule shall be increased or decreased to reflect the application of a transmission delivery cost adjustment per kWh of energy delivered by City (volumetric energy), as calculated in accordance with Section 13.04.080.

F. Reserved.

G. Monthly Rates for NEM Customers. Rates are subject to change as described herein.

Residential Service:

1. Base Rate: $25.32 per month.
2. Volumetric Energy Charge: $0.0978 per kWh.
3. Renewable Energy. The received credit shall be calculated on an annual basis according to the following formula:

$$Credit\left(\frac{\$}{kWh}\right) = \frac{Weighted\ Avg.\ Market\ Price\left(\frac{\$}{kWh}\right) + Avg.Transmission\ Capacity\ Cost\ (\frac{\$}{kWh})}{1 - Losses\ (\%)}$$

Where "weighted avg. market price" represents the previous year's weighted average locational marginal prices coincident with solar producing hours at the Electric Reliability Council of Texas (ERCOT) South Load zone. The periods coincident with ERCOT and/or Public Utility Commission of Texas declared controlled outages and/or grid emergencies are not included in the weighted avg. market price calculation. The "avg. transmission capacity cost" represents the previous year's average transmission-cost-of-service (TCOS) charges ($/kWh) paid by the Utility for transmission, and "losses" represents the most recently calculated value for City's distribution system losses as a percent.

4. PCA: (as determined in Section 13.04.075).

5. TDCA: (as determined in Section 13.04.080).

Small General Service:

1. Base Rate as a City Electric Customer: $51.05 per month.
2. Volumetric Energy Charge: $0.0921 per kWh.
3. Renewable Energy. The received credit shall be calculated on an annual basis according to the following formula:

$$Credit\left(\frac{\$}{kWh}\right) = \frac{Weighted\ Avg.\ Market\ Price\left(\frac{\$}{kWh}\right) + Avg.Transmission\ Capacity\ Cost\left(\frac{\$}{kWh}\right)}{1 - Losses\ (\%)}$$

Where "weighted avg. market price" represents the previous year's weighted average locational marginal prices coincident with solar producing hours at the Electric Reliability Council of Texas (ERCOT) South Load zone. The periods coincident with ERCOT and/or Public Utility Commission of Texas declared controlled outages and/or grid emergencies are not included in the weighted avg. market price calculation. The "avg. transmission capacity cost" represents the previous year's average transmission-cost-of-service (TCOS) charges ($/kWh) paid by the Utility for transmission, and "losses" represents the most recently calculated value for City's distribution system losses as a percent.

4. PCA: (as determined in Section 13.04.075).
5. TDCA: (as determined in Section 13.04.080).

H. Renewable Energy—Received Credit—Annual Update. The renewable energy - received credit will be reviewed and may be adjusted on an annual basis by City according to the formula above.

I. Limit on Renewable Energy—Received Credit. For a billing cycle, and for the purposes of calculating the renewable energy - received credit, the excess renewable energy (kWh) City receives from NEM customers cannot be greater than the volumetric energy (kWh) City delivers to the customer's premises. Renewable energy - received that is in excess of the volumetric energy during the billing cycle is not eligible for compensation to the NEM customer by City. Such excess energy may not be banked by the NEM customer nor rolled over to the following or future billing period(s). Further, such excess energy cannot be utilized to offset other City charges on the NEM customer bill.

J. Sales Taxes. Sales taxes, where applicable, will be charged to the customer, as appropriate, in addition to the above rates.

Sec. 13.04.020. Small general service.

A. Availability. Applicable to nonresidential customers whose Actual Demand is equal to or less than 49 kilowatts (kW) and whose uses are not covered by another specific rate schedule.

B. Net Monthly Rate.

1. Customer Charge: $51.05 per month.
2. Energy Charge: $0.0921 per kWh.
3. Minimum Bill: $51.05 per month.

C. Power Cost Adjustment. The PCA charge under the above rate schedule shall be increased or decreased to reflect the application of a power cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.075.

D. Transmission Delivery Cost Adjustment. The TDCA charge under the above rate schedule shall be increased or decreased to reflect the application of a transmission delivery cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.080.

E. Sales Taxes. Sales taxes, where applicable, will be charged to the consumer in addition to the above rates.

Sec. 13.04.025. School services.

A. Availability. Applicable to electric service provided to a school, defined as an educational institution that is recognized, accredited, or otherwise authorized by the State of Texas, including but not limited to:

1. Public school districts and open-enrollment charter schools governed under the Texas Education Code; and
2. Institutions of higher education recognized by the Texas Higher Education Coordinating Board.

Eligibility for service under this rate shall be determined by the City based on documentation demonstrating such recognition or authorization under applicable state law.

Electric service provided to facilities or portions of facilities used for non-educational, commercial, residential, or revenue-generating purposes shall be separately metered and billed under the applicable rate schedule. If such uses are not separately metered, the City may determine the appropriate rate classification.

B. Net Monthly Rate.

1. Customer Charge: $204.02 per month.
2. Energy Charge: $0.1174 per kWh.
3. Minimum Bill: $204.02 per month.

C. Power Cost Adjustment. The PCA charge under the above rate schedule shall be increased or decreased to reflect the application of a power cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.075.

D. Transmission Delivery Cost Adjustment. The TDCA charge under the above rate schedule shall be increased or decreased to reflect the application of a transmission delivery cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.080.

E. Sales Taxes. Sales taxes, where applicable, will be charged to the consumer in addition to the above rates.

Sec. 13.04.030. Municipal water and wastewater pumping service.

A. Availability. Applicable to City-owned facilities with electric service furnished for water and wastewater pumping. Service rendered under this rate is subject to the City's Rules and Regulations.

B. Net Monthly Rate.

1. Customer Charge: $199.10 per month.
2. Energy Charge: $0.04600 per kWh.
3. Demand Charge: $19.99 per kW per month.
4. Minimum Bill: $199.10 per month.

C. Power Cost Adjustment. The PCA charge under the above rate schedule shall be increased or decreased to reflect the application of a power cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.075.

D. Transmission Delivery Cost Adjustment. The TDCA charge under the above rate schedule shall be increased or decreased to reflect the application of a transmission delivery cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.080.

E. Primary Voltage Discount.

Primary Voltage is the nominal electrical voltage of 24.9 kV / 14.4 kV, expressed as a ratio of phase-to-phase voltage over phase-to-neutral voltage, at which the City delivers three-phase medium-voltage AC power to the Point of Service, measured immediately upstream of the Customer-owned transformation equipment utilized to step down such electrical energy for final utilization.

A Primary Voltage Customer is a customer that receives electric service directly from the City's electric distribution system at 24.9 kV / 14.4 kV.

1. Applicable to Municipal water and wastewater pumping service locations that receive electric service at primary distribution voltage and that own, operate, and maintain all facilities on the customer side of the point of interconnection, including but not limited to transformation, protection, and distribution equipment.

2. Monthly Demand Discount Rate. Primary voltage customers' Actual Demand will be reduced (credited) by $2.24/kW.

F. Sales Taxes. Sales taxes, where applicable, will be charged to the consumer in addition to the above rates.

Sec. 13.04.035. Large general service.

A. Availability. Applicable to nonresidential customers whose Actual Demand is equal to or greater than 50 kilowatts (kW) but less than 499 kilowatts (kW), and whose uses are not covered by another specific rate schedule, as determined in accordance with Section 13.04.012.

B. Net Monthly Rate.

1. Customer Charge: $178.68 per month.

2. Energy Charge: $0.0668 per kWh.

3. Demand Charge: $11.23 per kW per month, but not less than $561.50 per month.

4. Minimum Bill: $740.18 per month.

C. Power Cost Adjustment. The PCA charge under the above rate schedule shall be increased or decreased to reflect the application of a power cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.075.

D. Transmission Delivery Cost Adjustment. The TDCA charge under the above rate schedule shall be increased or decreased to reflect the application of a transmission delivery cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.080.

E. Minimum Bill. The minimum bill for Large general service shall consist of the customer charge plus the minimum Billed Demand charge.

F. Minimum Billed Demand. The minimum demand for the Large general service class is 50 kW.

G. Sales Taxes. Sales taxes, where applicable, will be charged to the consumer in addition to the above rates.

Sec. 13.04.040. Commercial and industrial (C&I).

A. Availability. Applicable to nonresidential customers whose Actual Demand is equal to or greater than 500 kilowatts (kW) but less than 1,999 kilowatts (kW), and whose Installed Capacity is less than 2,000 kVa, and whose uses are not covered by another specific rate schedule, as determined in accordance with Section 13.04.012.

B. Net Monthly Rate.

1. Customer Charge: $357.35 per month.

2. Energy Charge: $0.0577 per kWh.

3. Demand Charge: $16.34 per kW per month, but not less than $8,170.00 per month.

4. Minimum Bill: $8,527.35 per month.

C. Power Cost Adjustment. The PCA charge under the above rate schedule shall be increased or decreased to reflect the application of a power cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.075.

D. Transmission Delivery Cost Adjustment. The TDCA charge under the above rate schedule shall be increased or decreased to reflect the application of a transmission delivery cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.080.

E. Minimum Bill. The minimum bill for commercial and industrial service shall consist of the customer charge plus the minimum demand charge.

F. Minimum Billed Demand. The minimum demand for the commercial and industrial class is 500 kW.

G. Sales Taxes. Sales taxes, where applicable, will be charged to the consumer in addition to the above rates.

Sec. 13.04.045. Large commercial and industrial (C&I) service

A. Availability. Applicable to non-residential customers whose Installed Capacity or Allocated Capacity is equal to or greater than 2,000 kilowatts (kW) but less than 9,999 kilowatts (kW), as determined in accordance with Section 13.04.012. The City reserves the right in its sole discretion to require certain customers eligible for this rate schedule to enter into an electric service agreement with the City ("Electric Service Agreement").

B. Monthly Rate.

1. Customer Charge: $520.71 per month.

2. Energy Charge: $0.0543 per kWh.

3. Demand Charge: $19.65 per kW per month but not less than $39,300.00 per month.

4. Minimum Bill: $39,820.71 per month.

C. Power Cost Adjustment. The power cost adjustment charge under the above rate schedule shall be increased or decreased to reflect the application of a power cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.075.

D. Transmission Delivery Cost Adjustment. The transmission delivery cost adjustment charge under this rate schedule shall be increased or decreased to reflect the application of a transmission delivery cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.080.

E. Minimum Bill. The minimum bill for large commercial and industrial service shall consist of the customer charge plus the minimum demand charge.

F. Minimum Billed Demand. The minimum demand for the large commercial and industrial class is 2,000 kW.

G. Power Factor. Should the power factor be lower than 0.95 lagging, the City may adjust the Billed Demand (kW) by the ratio of target power factor in the numerator (0.95) divided by the actual power factor in the denominator (less than 0.95). If the power factor ratio is greater than a value of 1.0, it will be multiplied by the billing cycle's Billed Demand applicable to the customer.

H. Primary Voltage Discount.

Primary Voltage is the nominal electrical voltage of 24.9 kV / 14.4 kV, expressed as a ratio of phase-to-phase voltage over phase-to-neutral voltage, at which the City delivers three-phase medium-voltage AC power to the Point of Service, measured immediately upstream of the Customer-owned transformation equipment utilized to step down such electrical energy for final utilization.

A Primary Voltage Customer is a customer that receives electric service directly from the City's electric distribution system at 24.9 kV / 14.4 kV.

1. Applicable to large commercial and industrial customers that receive electric service at primary distribution voltage and that own, operate, and maintain all facilities on the customer side of the point of interconnection, including but not limited to transformation, protection, and distribution equipment.

2. Monthly Demand Discount Rate. Primary voltage customers' Actual Demand will be reduced (credited) by $2.11/kW.

3. Minimum Bill. The minimum bill for primary voltage customers will be based on the minimum bill for their applicable customer class, as described herein. To the extent that the minimum bill includes the demand charge, calculation of the demand charge will reflect the applicable monthly demand discount rate.

4. Primary Voltage Discount Update. The primary voltage discount will be reviewed and may be adjusted periodically as determined by the City.

I. Sales Taxes. Sales taxes, where applicable, will be charged to the consumer in addition to the above rates.

Sec. 13.04.0451. Month-to-Month Large Commercial & Industrial Service.

A. Availability. Applicable to any customer who is required to enter into an Electric Service Agreement and fails to do so within a reasonable period of time, as determined by the City. The customer shall be subject to all provisions herein, as well as the following applicable rates. The customer shall be billed under the Month-to-Month Large Commercial & Industrial Service rates set forth below. Such rates are intended to recover the City's costs, risks, and administrative burdens associated with serving a very large load without agreed forecasting, credit support, operational controls, and wholesale market protections. Month-to-Month Large Commercial & Industrial Service shall continue until an electric service agreement is executed by both the City and the customer or service is otherwise terminated in accordance with this Article and the City's Rules and Regulations.

These rates will be in effect for Customer's electric service until such time as an Electric Service Agreement is signed by both Customer and City, at which time the rates provided in the Electric Service Agreement will apply. The City will make a good-faith effort to complete its review of the Electric Service Agreement and obtain approval in a timely manner.

B. Monthly Rate.

1. Customer Charge: $520.71 per month.

2. Energy Charge: $0.08755 per kWh.

3. Demand Charge: $19.65 per kW per month subject to Billed Demand as outlined in Section G below.

4. Minimum Bill: $39,820.71 per month.

C. Power Cost Adjustment. The power cost adjustment charge under the above rate schedule shall be increased or decreased to reflect the application of a power cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.075.

D. Transmission Delivery Cost Adjustment. The transmission delivery cost adjustment charge under this rate schedule shall be increased or decreased to reflect the application of a transmission delivery cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.080.

E. Minimum Bill. The minimum bill for large commercial and industrial service shall consist of the customer charge plus the minimum demand charge.

F. Minimum Billed Demand. The minimum demand for the large commercial and industrial class is 2,000 kW.

G. Power Factor. Should the power factor be lower than 0.95 lagging, the City may adjust the Billed Demand (kW) by the ratio of target power factor in the numerator (0.95) divided by the actual power factor in the denominator (less than 0.95). If the power factor ratio is greater than a value of 1.0, it will be multiplied by the billing cycle Billed Demand applicable to the customer.

H. Primary Voltage Discount.

Primary Voltage is the nominal electrical voltage of 24.9 kV / 14.4 kV, expressed as a ratio of phase-to-phase voltage over phase-to-neutral voltage, at which the City delivers three-phase medium-voltage AC power to the Point of Service, measured immediately upstream of the Customer-owned transformation equipment utilized to step down such electrical energy for final utilization.

A Primary Voltage Customer is a customer that receives electric service directly from the City's electric distribution system at 24.9 kV / 14.4 kV.

1. Applicable to large commercial and industrial customers that receive electric service at primary distribution voltage and that own, operate, and maintain all facilities on the customer side of the point of interconnection, including but not limited to transformation, protection, and distribution equipment.

2. Monthly Demand Discount Rate. Primary voltage customers' Actual Demand will be reduced (credited) by $2.11/kW.

3. Minimum Bill. The minimum bill for primary voltage customers will be based on the minimum bill for their applicable customer class, as described herein. To the extent that the minimum bill includes the demand charge, calculation of the demand charge will reflect the applicable monthly demand discount rate.

4. Primary Voltage Discount Update. The primary voltage discount will be reviewed and may be adjusted, as determined by the City.

I. Sales Taxes. Sales taxes, where applicable, will be charged to the consumer in addition to the above rates.

Sec. 13.04.046. Very large commercial and industrial (C&I) service.

A. Availability

1. Applicable to nonresidential customers whose Installed Capacity is equal to or greater than 10,000 kW but less than 49,999 kW, including classification based on Installed Capacity where applicable.

2. Customers served under this rate shall be required to receive electric service directly from City's electric distribution system at "Primary Voltage" and they are eligible for the "Primary Voltage Discount"

"Primary Voltage" is the nominal electrical voltage of 24.9 kV / 14.4 kV, expressed as a ratio of phase-to-phase voltage over phase-to-neutral voltage, at which the City delivers three-phase medium-voltage AC power to the Point of Service, measured immediately upstream of the Customer-owned transformation equipment utilized to step down such electrical energy for final utilization.

3. Customers served under this rate shall be required, as determined by the City, to enter into an electric service agreement, provide load forecasts, or meet additional operational, metering, or financial requirements necessary to support service to large loads and participation in wholesale power markets.

4. Customers shall enter into an Electric Service Agreement (ESA) with a maximum term of three (3) years, including any renewals, unless terminated in accordance with the ESA. In order to maintain a guarantee of future electric service capacity, the ESA must be signed, and the customer must comply with all Line Extension policy requirements and other obligations required within the ESA.

5. As a condition of initial or continued service under this rate, the City may require, prior to energization, execution of an electric service agreement, completion of all required studies, installation of required metering and telemetry, satisfaction of all credit and performance assurance requirements, payment of all applicable fees or contributions, and demonstration that the customer's operation will not adversely affect system reliability or other customers.

6. If a customer's Installed Capacity exceeds 49,999 kW, the City may require the customer to take service under a separate service arrangement and a separate rate schedule.

7. Service rendered under this rate is subject to the City's Rules and Regulations, provided that Section 13.04.230 shall not apply.

8. If Customer fails to utilize the full Initial Infrastructure Capacity, the full Additional Infrastructure Capacity, or the full amount of any Expansion Request for six (6) consecutive months during the applicable Service Agreement for Electric Service period, then to the extent such capacity is not utilized, City shall have the right in its sole discretion to use the available feeder and substation capacity to serve other customers. Customer's utilization of capacity shall be the maximum kilowatt demand established by Customer for any fifteen (15) minute period during the month, as indicated or recorded by a demand meter.

B. Energy Forecast. By the tenth of each month prior to and after beginning service, Customer must submit to the City an energy forecast of its projected energy usage for the following six months. This energy forecast is a projection of the future forecasted energy consumption by Customer and shall be in the form of an hourly energy profile of expected energy consumption (kWh) for each hour of the following six months.

C. Failure to Submit Energy Forecast. Any Customer who fails to submit an energy forecast when due shall be subject to interruption or termination of electric service, and any other remedies available to the City under its Rules and Regulations. In addition, the City shall have the right to forecast the customers' projected energy load for the energy forecast term, subject to other provisions in this Section 13.04.046.

D. Invoices. Invoices are due and payable immediately upon receipt and considered late if not paid within five days after receipt. The City immediately applies any cash prepayment amount (defined below) or draws on any letter of credit provided by the customer for any late or unpaid amounts owed to the City by the customer, or take any other action provided for under the City's Rules and Regulations. If a Customer needs additional time to pay an invoice, they may post an additional Prepayment Amount to ensure minimum required prepayment balances are constantly maintained. VLC&I customers shall enroll in and maintain electronic billing (e-bill) for all electric service accounts. Delivery of bills by mail shall not extend, delay, or otherwise affect the date a bill is issued, received, or due.

E. Prepayment Amount. Prior to activation of electric service, customer shall provide to the City a minimum cash prepayment amount ("prepayment amount") equal to three months of the highest projected total cost of energy deliveries pursuant to the Electric Service Agreement and this rate schedule, including the customer charge, energy charge, billed demand, power cost adjustment, energy rate rider, transmission delivery cost adjustment, and any other authorized charges. The billed demand shall be calculated pursuant to Section O below, the applicable billed demand multiplied by three months or such additional period of time as the City may require ("prepayment term"). The City shall apply the prepayment amount monthly to the customer's invoice for electric service, and the customer shall pay any amounts owed to the City in addition to the prepayment amount and replenish the prepayment amount each month equal to the amount of the then-current prepayment amount for the then-current prepayment term. The City reserves the right to require additional amounts above the prepayment amount based on the creditworthiness of the customer, energy market volatility, previous payment defaults, or business history of the customer, each as determined by the City in its sole discretion. Any prepayment amounts under this Section 13.04.046 (Very large commercial and industrial service) shall not bear interest and shall be applied to each invoice and replenished by the customer in accordance with this subsection (E). The prepayment amount shall remain in place until December 31 of the year following the year of the

termination date, and Customer's payment in full to City of verifiably documented charges attributable to providing the service prior to termination of this Agreement, including, but not limited to demand charges assessed by ERCOT for usage during peak demand periods.

F. Credit Support. In addition to the prepayment amount in Section E, Customer shall also provide performance assurance pursuant to Section G herein in an amount equal to or greater than three months of the projected revenues to City based on the highest three months of customer's energy forecast. The performance assurance shall remain in place until December 31 of the year following the year of the termination date, and customer's payment in full to City of verifiably documented charges attributable to providing the service prior to termination of this agreement, including, but not limited to demand charges assessed by ERCOT for usage during peak demand periods.

G. Performance Assurance. Customer shall provide to the City either an unconditional irrevocable letter of credit ("letter of credit") or a form of guarantee approved by City ("parental guarantee") letter of credit and parental guarantee are collectively referred to as "performance assurance." Both the letter of credit and the parental guarantee must: (1) be made payable to the City; (2) require at least 60 days written notice to the City upon nonrenewal or termination; and (3) allow for immediate draw by the City for the nonpayment of any invoice by the due date or any other payment default by customer. In the event the City applies all or part of the performance assurance related to any late payment or nonpayment by customer, or any other payment default by the customer, the City may immediately request additional performance assurance from customer in order for the continuance of electric service by the City.

1. The letter of credit shall comply with V.T.C.A., Business and Commerce Code § 5.106 issued by a bank or financial institution with a minimum credit rating of A-from S&P or Fitch, or a minimum rating of A3 from Moody, and that has a physical location or address in the United States in which the letter of credit can be drawn, and that is otherwise acceptable to the City in its sole discretion. The City reserves the right in its sole discretion to require an increase in the amount of the letter of credit, including, but not limited to an increase based on market volatility, creditworthiness of the customer, previous payment defaults, or business history of the customer.

2. A Customer may only provide a parental guarantee if the corporate, or other entity, providing such guarantee has an investment grade rating at least one notch above Baa3 by Moody's, BBB-by S&P Global or BBB- by Fitch Ratings. In the event that the entity providing the parental guarantee drops below investment grade, customer must replace the parental guarantee with a letter of credit within two business days. The City reserves the right in its sole discretion to require an increase in the amount of the parental guarantee, including, but not limited to, an increase based on market volatility, creditworthiness of the customer, previous payment defaults, or business history of the customer.

H. Equipment. Customers under this Rate Ordinance shall also be responsible for all the costs including, but not limited to the cost of any and all additional equipment that the City's City Manager, City's General Manager of Electric Utilities ("General Manager") or each of their respective designees, determines is needed, including, but not limited to advanced metering equipment, to manage the customer's energy load and usage to ensure reliable energy service to all customers of the City.

City shall have no obligation to provide redundant feeders, transformer redundancy, automatic transfer capability, alternate feeder supply, or service from another substation except pursuant to a written agreement.

I. Curtailment Events. Customer understands and agrees that it has no guarantee of an uninterrupted supply of power. City shall have the right to curtail or interrupt delivery of energy to customer (i) in response to curtailment instructions from ERCOT as a result of imminent system reliability need; (ii) during periods of force majeure (defined herein); (iii) during unplanned outages, including failure of transmission or distribution facilities or other equipment, partial or complete forced outage, breakage of or damage to machinery or equipment, or (iv) during planned outages as agreed by City and customer ("curtailment event"). "Force majeure" means an event or circumstance which (i) prevents a party from performing its

obligations under this Rate Ordinance, (ii) which event or circumstance is beyond the reasonable control of such party, (iii) was not reasonably foreseeable by such party, or if reasonably foreseeable could not have been overcome with the exercise of due diligence, (iv) is not the result of such party's negligence or fault, and (v) which by the exercise of due diligence, such party is unable to overcome or avoid or cause to be avoided. If customer is notified of a curtailment event and fails to comply with the curtailment event directives received from City, customer shall be liable to City for any uplift charges, securitization charges, penalties, fines or any other ERCOT charges related to a curtailment event imposed on City (directly or indirectly) as a result of customer's failure to comply with the curtailment event notice, which is in addition to any and all costs and fees for the provision of electric service during the curtailment event under this Rate Ordinance and-any and all related ERCOT fees, settlement costs, sub-QSE fees, ERCOT load ratio share charges, ERCOT administration fees, Electric Reliability Organization fees, ERCOT uplifts to load, ERCOT miscellaneous invoices (collectively, "ERCOT Settlement Amounts"), and any other charges, fees and costs assessed or implemented by any Governmental Authority. "Governmental Authority" means (i) any federal, state, local, municipal, or other government or (ii) any other governmental, quasi-governmental, regulatory or administrative agency, commission, or other authority (including the Texas Attorney General, PUCT, ERCOT, Federal Energy Regulatory Commission, NERC, or Texas Reliability Entity) lawfully exercising or entitled to exercise any administrative, executive, judicial, legislative, police, policy, regulatory, or taxing authority or power. "PUCT" means the Public Utility Commission of Texas. City shall have the right, but not the obligation, to disconnect the electricity supply to Customer to force compliance with the curtailment event directives, subject to any shutdown requirements designed to protect the customer facilities or the ERCOT grid. Subject to the aforementioned notice and shutdown requirements, City shall have no liability for exercising such right, nor shall customer be excused from any damages that may arise in the case that City fails to do so. For purposes of clarity, all customers served by City are subject to curtailment events.

J. Very Large Load Account Set-Up Fee. Prior to the commencement of service, customer shall pay a nonrefundable account set-up fee in the amount of $27,349.00, which may be updated from time to time by the City, for installation of ERCOT EPS meter(s) and any other initiation, installation, or other fees levied by ERCOT or otherwise incurred by the City as a result of providing energy service to the customer.

K. Monthly Rate.

1. Customer Charge: $8,125 per month.
2. Energy Charge: $0.0543 per kWh.
3. Demand Charge: $19.65 per kW per month subject to Billed Demand as outlined in Section O below.

L. Power Cost Adjustment. The power cost adjustment charge under the above rate schedule shall be increased or decreased to reflect the application of a power cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.075.

M. Energy Rate Rider. In addition to the charges identified in K and L, Customers shall pay the energy rate rider ($/kWh) ("ERR") for all energy consumed. The City Manager, General Manager or their respective designees are responsible for making periodic adjustments to the ERR, which will be based upon historical actual power supply costs since the implementation of the energy rate rider and six months of forecasted future costs to serve the customers in the very large commercial and industrial service class. Changes to the ERR shall have the objective of maintaining a positive cumulative ERR account balance.

The energy rate rider shall be calculated pursuant to the following equation:

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

Where:

ERR = New Energy Rate Rider

Power Costs = All forecasted power supply costs for the VLC&I class during the 6-month forecast period, broken down into five components:

1. Net Settlement of VLC&I Bilateral Hedges
2. Forecasted VLC&I DAM/RT energy purchases
3. Load ratio share (LRS) portion of net settlement of existing long term PPA contracts, including:
    a. Net settlement of PPA contracts
    b. Settlement of CRR hedges
    c. REC revenues
    d. Resource QSE fees and resource administrative charges.
    e. PTP obligations
4. ERCOT Fees and Ancillary Services, including:
    a. Ancillary services
    b. Other ERCOT fees
    c. LRS and/or directly allocated CARD revenues.
5. Miscellaneous Costs, including:
    a. LRS and/or directly allocated allocation of purchased power consulting costs
    b. LRS and/or directly allocated allocation of ERCOT annual membership fee
    c. LRS and/or directly allocated allocation of quarterly ERO fee
    d. LRS and/or directly allocated allocation of securitization costs
    e. Any other additional unrecovered costs that are incurred to provide electric service to VLC&I customers.

Energy Revenues = Forecasted revenues from the energy charge for the VLC&I class during the 6-month forecast period. Equal to the energy charge multiplied by the forecasted load.

TAB = Target Account Balance. Equal to the highest month of forecasted energy costs for the VLC&I class in the 12 months following the rate update.

AAB = Actual Account Balance. Equal to the cumulative operating income from the collection of the Energy Rate Rider between inception of the ERR and the end of the operating month preceding the ERR calculation update. Operating income for historical months is defined as Energy Revenues plus ERR revenues minus Power Costs for each historical month.

TL = Total Load. Equal to the forecasted VLC&I energy sold during the 6-month forecast period.

The ERR may not be less than zero. The City Manager, General Manager or their respective designees are responsible for making periodic adjustments to the ERR.

N. Ratcheted Demand. In the event that the maximum kilowatt (kW) demand measured over a 15-minute interval, or such other interval as established by the City's metering standards, during the billing period of the customer exceeds (i) 80 percent of the Installed Capacity or (ii) the minimum demand as defined in the Electric Service Agreement, such demand shall be used to determine the Billed Demand and shall be applicable for a period of 12 consecutive months from the month in which such demand is measured ("Demand Ratchet").

O. Billed Demand. The billed demand shall be the greater of:

1. The measured maximum 15-minute demand in kilowatts (kW) recorded during the billing period, or
2. The contract minimum demand, if applicable, or
3. The Demand Ratchet, if specified in Section N of this rate schedule.

Billed Demand may be adjusted for power factor if the actual power factor falls below the threshold specified in this tariff.

P. Transmission Delivery Cost Adjustment. The transmission delivery cost adjustment charge under this rate schedule shall be increased or decreased to reflect the application of a transmission delivery cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.080.

Q. Minimum Billed Demand. The minimum demand charge shall be 80 percent of the Installed Capacity, or as otherwise provided in the Electric Service Agreement between customer and City.

R. Power Factor. If the customer's power factor during a billing cycle is less than 0.95 lagging, the City may adjust the Billed Demand (kW) by applying a multiplier. This multiplier is calculated by dividing the target power factor (0.95) by the customer's actual power factor (which is less than 0.95). The resulting ratio will be multiplied by the Billed Demand for that billing cycle.

S. Primary Voltage Discount.

"Primary Voltage" is the nominal electrical voltage of 24.9 kV / 14.4 kV, expressed as a ratio of phase-to-phase voltage over phase-to-neutral voltage, at which the City delivers three-phase medium-voltage AC power to the Point of Service, measured immediately upstream of the Customer-owned transformation equipment utilized to step down such electrical energy for final utilization.

A "Primary Voltage Customer" is a customer that receives electric service directly from City's electric distribution system at 24.9 kV / 14.4 kV.

1. Applicable to very large commercial and industrial customers that receive electric service at primary distribution voltage and that own, operate, and maintain all facilities on the customer side of the point of interconnection, including but not limited to transformation, protection, and distribution equipment.

2. Monthly Demand Discount Rate. The demand charge for a Primary Voltage Customer shall be reduced by $2.11 per kW of Actual Demand.

T. Minimum Bill. The monthly minimum bill amount related to any customer whose load capacity is between 10,000 kW and less than 49,999 kW shall be an amount equal to the sum of the customer charge, energy charge, the greater of the demand charge or minimum demand charge, power cost adjustment, energy rate rider, transmission delivery cost adjustment, and any other authorized charges.

U. Sales Taxes. Sales taxes, where applicable, will be charged to Customer in addition to the above rates.

Sec. 13.04.0461. Month-to-Month Very Large Commercial & Industrial Service.

A. **Availability:** If a customer eligible for service under this section receives service without an executed electric service agreement, whether due to expiration, refusal, failure to execute, or other circumstance, the customer shall be billed under the Month-to-Month Very Large Commercial & Industrial Service rates set forth below. Such rates are intended to recover the City's costs, risks, and administrative burdens associated with serving a very large load without agreed forecasting, credit support, operational controls, and wholesale market protections. Month-to-Month Very Large Commercial & Industrial Service shall continue until an electric service agreement is executed by both the City and the customer or service is otherwise terminated in accordance with this Article and the City's Rules and Regulations.

These rates will be in effect for Customer's electric service until such time as an Electric Service Agreement is signed by both Customer and City, at which time the rates provided in the Electric Service Agreement will apply. The City will make a good faith effort to complete its review of the Electric Service Agreement and obtain approval in a timely manner.

B. Monthly Rate:

1. Customer Charge: $8,125 per month.

2. Energy Charge: $0.08755 per kWh.

3. Demand Charge: $19.65 per kW per month subject to Billed Demand as outlined in Section F below.

C. Power Cost Adjustment. The power cost adjustment charge under the above rate schedule shall be increased or decreased to reflect the application of a power cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.075.

D. Energy Rate Rider. In addition to the charges identified in B and C, Customers shall pay the energy rate rider ($/kWh) ("ERR") for all energy consumed.

E. Ratcheted Demand. In the event that the maximum kilowatt (kW) demand measured over a 15-minute interval, or such other interval as established by the City's metering standards, during the billing period of the customer exceeds (i) 80 percent of the Installed Capacity or (ii) the minimum demand as defined in the Electric Service Agreement, such demand shall be used to determine the Billed Demand and shall be applicable for a period of 12 consecutive months from the month in which such demand is measured ("Demand Ratchet").

F. Billed Demand. The billed demand shall be the greater of:

1. The measured maximum 15-minute demand in kilowatts (kW) recorded during the billing period, or
2. The contract minimum demand, if applicable, or
3. The Demand Ratchet, if specified in Section E of this rate schedule.

G. Billed Demand may be adjusted for power factor if the actual power factor falls below the threshold specified in this tariff.

H. Transmission Delivery Cost Adjustment. The transmission delivery cost adjustment charge under this rate schedule shall be increased or decreased to reflect the application of a transmission delivery cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.080.

I. Minimum Billed Demand. The minimum demand charge shall be 80 percent of the Installed Capacity, or as otherwise provided in the Electric Service Agreement between customer and City.

J. Power Factor. If the customer's power factor during a billing cycle is less than 0.95 lagging, the City may adjust the Billed Demand (kW) by applying a multiplier. This multiplier is calculated by dividing the target power factor (0.95) by the customer's actual power factor (which is less than 0.95). The resulting ratio will be multiplied by the Billed Demand for that billing cycle.

Sec. 13.04.050. Electric vehicle (EV) charger service.

A. Availability.

1. Applicable to nonresidential customers operating electric vehicle charging infrastructure whose design load is equal to or greater than 500 kW but less than 2,000 kW during any billing period, as determined in accordance with Section 13.04.012.
2. This rate is available only where the customer's electric service is primarily used to supply electric vehicle charging load, as determined by the City.
3. Customers must provide sub metered or equivalent data, in a form and frequency acceptable to the City, sufficient to identify electric vehicle charging load and support rate administration.
4. If a customer does not meet the requirements of this section, the City may require the customer to take service under the otherwise applicable rate schedule.

B. Net Monthly Rate.

1. Customer Charge: $357.35 per month.
2. Energy Charge: $0.0577 per kWh.

3. Demand Charge: $16.34 per kW per month, applied to Billed Demand.

    i. Billed Demand. The Billed Demand for each billing period shall be the greatest of:

        1. The customer's Actual Demand, as defined in Section 13.04.012;

        2. Five hundred kilowatts (500 kW); or

        3. The Ratcheted Demand.

    ii. Ratcheted Demand. The Ratcheted Demand shall be equal to 80 percent of the highest Demand recorded during the most recent twelve (12) billing periods. Once established, such Ratcheted Demand shall remain in effect for twelve (12) consecutive billing months from the month in which the highest Demand is measured.

    iii. Initial Demand Charge. For a new customer or a customer without twelve (12) months of demand history, the Billed Demand shall be the greater of the customer's Actual Peak Demand or the customer's Design Load, as determined by the City.

4. Minimum Bill: The minimum bill shall consist of the customer charge plus the minimum demand charge.

C. Power Cost Adjustment. The PCA charge under the above rate schedule shall be increased or decreased to reflect the application of a power cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.075.

D. Transmission Delivery Cost Adjustment. The TDCA charge under the above rate schedule shall be increased or decreased to reflect the application of a transmission delivery cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.080.

E. Sales Taxes. Sales taxes, where applicable, will be charged to the consumer in addition to the above rates.

Sec. 13.04.055. Municipal.

A. Availability. Applicable to City-owned and operated facilities whose uses are not covered by a specific rate schedule. Service rendered under this rate is subject to the City's Rules and Regulations.

B. Net Monthly Rate.

1. Customer Charge: $134.77 per month.

2. Energy Charge: $0.0715 per kWh.

3. Minimum Bill: $134.77 per month.

C. Power Cost Adjustment. The PCA charge under the above rate schedule shall be increased or decreased to reflect the application of a power cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.075.

D. Transmission Delivery Cost Adjustment. The TDCA charge under the above rate schedule shall be increased or decreased to reflect the application of a transmission delivery cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.080.

E. Sales Taxes. Sales taxes, where applicable, will be charged to the consumer in addition to the above rates.

Sec. 13.04.060. Power Pedestal service.

A. *Availability.* This rate is available for electric service provided through temporary or permanent power pedestal installations used to supply electricity for temporary, intermittent, or seasonal uses, including but not limited to festivals, public events, and decorative lighting. This rate shall apply only where such service:

1. Is provided through pedestal-type distribution infrastructure designed to serve multiple temporary or variable loads; and
2. cannot be reasonably billed to end users under another applicable rate schedule; and
3. Does not qualify for service under any other established rate schedule based on the nature of the load, metering configuration, or customer classification, as determined by the City.

   This rate is intended for unique service configurations where standard rate schedules are not practicable. The City reserves the right to determine eligibility for service under this rate.

B. *Net Monthly Rate.*

1. Customer Charge: $0.00 per month.
2. Energy Charge: $0.1205 per kWh.
3. Minimum Bill: $0.00 per month.

C. *Power Cost Adjustment.* The PCA charge under the above rate schedule shall be increased or decreased to reflect the application of a power cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.075.

D. *Transmission Delivery Cost Adjustment.* The TDCA charge under the above rate schedule shall be increased or decreased to reflect the application of a transmission delivery cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.080.

E. *Sales Taxes.* Sales taxes, where applicable, will be charged to the consumer in addition to the above rates.

Sec. 13.04.065. Retail outdoor lighting service.

A. *Applicability.* This rate applies to all unmetered retail outdoor lighting services installed on the customer premises, including municipal premises.

B. *Installation and maintenance.* The customer must request in writing, and the City must approve in writing, any installation of retail outdoor lighting to be installed on the customer's premises. Further, the customer must pay for all costs associated with installation, including, but not limited to all materials, labor, and installation costs. For new installations, a customer must agree to a term of service of not less than one year. The City reserves the right in its sole discretion to refuse or discontinue service at locations where excessive maintenance or lamp replacements occur. The City will maintain all lighting facilities incidental to providing this service.

C. *Billing.* Customer shall be billed monthly for retail outdoor lighting service as set forth in the monthly rates in Subsection D. Service rendered under this rate is subject to the City's Rules and Regulations.

D. *Monthly rate.* High pressure sodium (HPL) lighting:

1. 100 watt HPL or equivalent—$8.50 per month, per light.
2. 200 watt HP or equivalent L—$14.50 per month, per light.
3. 250 watt HPL or equivalent—$16.70 per month, per light.
4. 400 watt HPL or equivalent—$23.50 per month, per light.

E. *Power cost adjustment.* The PCA charge under the above rate schedule shall be increased or decreased to reflect the application of a power cost adjustment per kWh of energy used or estimated, calculated in accordance with Section 13.04.075.

F. *Transmission delivery cost adjustment.* The TDCA charge under the above rate schedule shall be increased or decreased to reflect the application of a transmission delivery cost adjustment per kWh of energy used or estimated, calculated in accordance with Section 13.04.080.

G. *Sales taxes.* Sales taxes, where applicable, will be charged to the customer in addition to the above rates.

Sec. 13.04.070. Municipal street lighting service fee.

A. Applicability. This fee applies to all residents within the corporate boundaries of the City.

B. Purpose. This fee shall pay for City-owned and operated street lighting on all dedicated public streets, highways, expressways, and thoroughfares within the City limits, from dusk to dawn, or as determined by the City in its sole discretion.

C. Monthly Fee. Streetlight fee per account within City limits: $2.40. In instances where a single account provides service to multiple units (like a master-metered property), the monthly fee shall be assessed per individual unit served by that account.

D. Service. The City will maintain all municipal street lighting facilities within the corporate boundaries of the City. Service rendered under this Section is subject to the City's Rules and Regulations.

Sec. 13.04.071. Reserved.

Sec. 13.04.075. Power cost adjustment factor.

A. *Availability.* The Power Cost Adjustment Factor (PCAF) shall be applied uniformly to the sales to all customers of the City.

B. *Calculation Method.* The purpose of this schedule is to accurately recover from City customers the cost of wholesale power purchases in excess of the base amount included in the City's electric retail rate schedules. Wholesale power purchases shall not include transmission charges, ERCOT Fees, delivery charges, and any other delivery fees necessary. Wholesale power purchases shall include but are not limited to fuel charges and substation charges. All wholesale power cost realized above the base amount shall be billed by the City on its monthly bills as a power cost adjustment, determined in accordance with the provisions set forth below. Periodically, the City will compare the total amount of power cost adjustment revenue to the actual energy costs and adjust the power cost adjustment factor (PCAF). The General Manager of the Utility is responsible to set the PCAF to recover the shortfall from customers or to refund the excess to customers and will report the financial status of the electric fund to the Council on a quarterly basis.

The formula for calculation of the power cost adjustment factor is as follows:

$$PCAF = \frac{WC - (P)(K) - CF}{S}$$

C. *Definitions.*

PCAF = Power cost adjustment ($ per kWh) rounded to the nearest $0.0001/kWh

WC = Total cost of power, not including transmission charges, ERCOT Fees, and delivery charges purchased by the City from its supplier for the immediately preceding wholesale billing period ($).

(P) = Total energy (kWh) purchased by the City from its supplier for the immediately preceding wholesale billing period (kWh).

(S) = Total estimated sales (kWh) to City customers for the current City billing period (kWh).

(K) = Base wholesale power cost included in the City's retail electric rate schedules.

CF = Correction factor adjustment to be applied in the current City billing period to provide for correction of the variance between power cost adjustment expenses which should have been recovered and actual power cost adjustment revenues received for the immediately preceding City billing period prior to the current City billing period ($).

The formula for calculation of the correction factor (CF) is as follows:

CF = (A) - (B)

Where:

(A) = The actual power cost adjustment revenues in dollars received from power cost adjustment for the immediately preceding City billing period.

(B) = The actual wholesale power cost not including transmission, ERCOT, congestion charges and other fees associated with delivery in dollars paid by the City in excess of the base amount of wholesale power cost included in the City's electric retail rate schedules for the second preceding wholesale billing record.

Sec. 13.04.080. Transmission delivery cost adjustment factor.

A. *Availability.* The Transmission Delivery Cost Adjustment Factor (TDCAF) shall be applied uniformly to the sales to all customers of the City, except sales made to guard light or municipal streetlight services.

B. *Calculation Method.* The purpose of this schedule is to accurately recover from City customers the cost of the transmission and delivery of wholesale power purchases in excess of the base amount included in the City's electric retail rate schedules. Transmission and delivery shall include but is not limited to transmission charges, ERCOT Fees, delivery charges, and any other delivery fees necessary. All transmission delivery cost realized above the base amount shall be billed by the City on its monthly bills as a transmission delivery adjustment, determined in accordance with the provisions set forth below. Periodically, the City will compare the total amount of transmission delivery adjustment revenue to the actual transmission delivery costs and adjust the TDCAF. The General Manager of the Utility is responsible to set the TDCAF to recover any shortfall from customers and refund any excess to customers.

The formula for calculation of the transmission delivery adjustment factor is as follows:

$$TDCAF = \frac{TC - (P)(K) - CF}{S}$$

C. *Definitions.*

TDCAF = Transmission delivery cost adjustment ($ per kWh) rounded to the nearest $0.0001/kWh.

TC = Total estimated transmission delivery cost including but not limited to transmission charges, ERCOT Fees, congestion fees, ancillary costs, QSE fees and any other costs associated with delivery of wholesale power purchased by the City from its supplier for the immediately preceding wholesale billing period ($).

(P) = Total energy (kWh) purchased by the City from its suppliers for the immediately preceding wholesale billing period (kWh).

(S) = Total estimated sales (kWh) to City customers for the current City billing period (kWh).

(K) = Base transmission delivery cost included in the City's retail electric rate schedules ($0.0048 per kWh).

CF = Correction factor adjustment to be applied in the current City billing period to provide for correction of the variance between transmission delivery adjustment expenses which should have been recovered and actual transmission delivery adjustment revenues received for the immediately preceding City billing period prior to the current City billing period ($).

The formula for calculation of the correction factor (CF) is as follows:

CF = (A) - (B)

Where:

(A) = The actual transmission delivery adjustment revenues in dollars received from transmission delivery cost adjustment for the immediately preceding City billing period.

(B) = The actual transmission delivery costs in dollars paid by the City in excess of the base amount of transmission delivery cost included in the City's electric retail rate schedules for the second preceding wholesale billing record.

Sec. 13.04.081. Curtailment, interruption of service, and ERCOT-related charges

A. No Guarantee of Uninterrupted Service. Electric service is provided subject to the availability of supply and system conditions. The City does not guarantee an uninterrupted supply of electric service.

B. Curtailment and Interruption Authority. The City reserves the right to curtail, reduce, or interrupt delivery of electric service to any customer, in whole or in part (each, a "curtailment event"), under any of the following circumstances:
   1. In response to directives, protocols, or emergency actions issued by the Electric Reliability Council of Texas (ERCOT) or other applicable reliability authority due to system reliability needs;
   2. During events of force majeure;
   3. During unplanned outages, including but not limited to failure of transmission or distribution facilities, equipment malfunction, forced outages, or damage to infrastructure; or
   4. During planned outages or maintenance activities.

   All customers served by the City are subject to curtailment events.

C. Force majeure. "Force majeure" means an event or circumstance that:

   1. Prevents a party from performing its obligations under this Article;
   2. Is beyond the reasonable control of such party;
   3. Was not reasonably foreseeable, or if foreseeable could not have been avoided through the exercise of due diligence;
   4. Is not the result of such party's negligence or fault; and
   5. Cannot be overcome or avoided through the exercise of due diligence.

D. Customer Compliance. Customers shall comply with all curtailment or interruption directives issued by the City during a curtailment event, including directives to reduce load, cease usage, or otherwise modify consumption as directed.

E. Liability for Non-Compliance. A customer who fails to comply with curtailment directives shall be responsible for any costs, charges, penalties, or liabilities incurred by the City as a result of such non-compliance, including but not limited to ERCOT uplift charges, securitization charges, settlement charges, penalties, fines, or other market-related costs imposed directly or indirectly on the City.

F. ERCOT settlement amounts and cost responsibility. All customers shall be responsible for costs and expenses incurred by the City associated with providing electric service that are attributable to such customer's load, including but not limited to: ERCOT settlement costs; sub-QSE fees; load ratio share charges; ERCOT administrative fees; Electric Reliability Organization fees; uplift charges to load; ancillary service costs; ERCOT miscellaneous invoices; and any other charges, fees, or costs assessed by ERCOT or any governmental authority (collectively, "ERCOT settlement amounts").

   Such costs may include verifiably documented incremental administrative or procurement costs incurred by the City in serving the customer's load. Customers shall also be responsible for costs associated with

energy usage that exceeds the customer's designated or reasonably expected load characteristics, including any additional costs incurred by the City to procure energy or ancillary services.

G. Market risk acknowledgment. Customers acknowledge that wholesale electric markets, including the ERCOT market, are subject to price volatility and regulatory change. Such risks may include, but are not limited to, exposure to day-ahead and real-time market prices, changes in ERCOT protocols or pricing structures, transmission constraints, generation availability, weather-related conditions, and changes in regulatory or market requirements. The City does not control such conditions and shall not be responsible for impacts to customer costs resulting from such conditions.

H. Disconnection for Non-Compliance. The City shall have the right to disconnect or otherwise limit electric service to enforce compliance with curtailment directives.

I. Limitation of Liability. The City shall not be liable for any damages resulting from curtailment, interruption, disconnection of service, or market-related costs. Customers shall not be relieved of their obligation to pay for electric service and associated charges during a curtailment event.

J. Governmental authority. "Governmental authority" means any federal, state, local, or municipal government, or any governmental, quasi-governmental, regulatory, or administrative agency, commission, or authority, including but not limited to ERCOT, the Public Utility Commission of Texas (PUCT), the Federal Energy Regulatory Commission (FERC), the North American Electric Reliability Corporation (NERC), or the Texas Reliability Entity.

Sec. 13.04.082. Customer responsibility for interference and damage to electric system.

A. Customer responsibility for system impacts. Customers shall operate their equipment and facilities in a manner that does not cause voltage fluctuations, disturbances, harmonics, waveform distortion, interference, or other conditions that adversely affect the City's electric system, other customers, or telecommunication facilities.

B. Determination of interference. If the City determines that a customer's equipment or operations are causing or contributing to such conditions, and such conditions are reasonably identified, documented, and capable of verification, the City may require the customer to take corrective action.

C. Corrective action required. The City may require the customer, at the customer's sole cost and expense, to install, operate, and maintain equipment or take other measures necessary to eliminate or mitigate such conditions, including but not limited to power conditioning equipment, filtering devices, or other corrective apparatus.

D. Failure to correct. If the customer fails to take corrective action within a reasonable period after notice from the City, the City shall have the right to take such actions as it deems necessary to protect the electric system and other customers, including but not limited to:

1. Implementing operational restrictions;
2. Temporarily disconnecting or limiting electric service; or
3. Undertaking corrective measures directly.

The customer shall be responsible for all expenses incurred by the City in connection with such actions.

E. Immediate disconnection for safety. The City may disconnect electric service immediately and without prior notice if the customer's equipment or operations create conditions that pose an imminent threat to the safety of persons, the integrity of the electric system, or the protection of property.

F. Limitation of liability. The City shall not be liable for any damages resulting from actions taken under this section.

Sec. 13.04.083. Demand response and third-party load commitments.

A. Applicability. This section applies to customers served under the Large Commercial and Industrial, Very Large Commercial and Industrial, or any electric service agreement rate or service arrangement, and to any other customer whose load the City determines may affect wholesale power supply, ERCOT settlement, system reliability, or City resource obligations.

B. City Consent Required.: Customer shall not enroll in, participate in, or otherwise commit Load served to any Demand Response Program, including (i) current or future ERCOT programs as a Load Resource or Controllable Load Resource, or in Emergency Response Service or (ii) other third-party demand response programs without the prior written consent of City, which consent City may withhold in its sole discretion..

a. Maximum Permissible Load Participation. To the extent that City consents to Customer's participation in ERCOT or other third-party Demand Response Programs, Customer shall obtain the required authorization and approval from the City at least annually, including the Non-Opt-In Entity ("**NOIE**") form or the appropriate authorization from the City, to participate in any demand-side management or load-provided service programs offered by ERCOT or any other third party, and City will determine, in its sole discretion, the maximum permissible participation by Customer in such programs ("**Maximum Permissible Load Participation**"). City has the right to withdraw attestation of NOIE authorization or its approval of participation in any DR program or adjust the Maximum Permissible Load Participation at any time. Customer shall be responsible for all metering and QSE requirements in connection with such programs and shall comply with the requirements for participation in such programs

b. Customer shall be solely responsible for all liabilities, costs, expenses and penalties in connection with Customer's participation in these programs.

C. Customer Minimum Load.

a. Customer shall be required to maintain a minimum base Load (the "**Customer Minimum Load**"), which represents the Customer's load shed obligations to meet their portion of the City's overall load shed obligations.. This amount of Load may not be eligible to participate in DR Programs, as the Load must be available to shed during ERCOT emergency events. The Customer Minimum Load amount may be updated by the City in its sole discretion. If Customer use falls below any Customer Minimum Load, City reserves the right to assess penalties Notwithstanding the foregoing, the Parties recognize that the foregoing minimum load requirement of Customer during emergency events is subject to actual ERCOT Protocols and Applicable Law at the time of the event, which ERCOT and any other Governmental Authority may revise from time to time, and Customer agrees to comply with the actual ERCOT Protocols and Applicable Law at the time of the event and any applicable revisions to the ERCOT Protocols or Applicable Law. City and Customer will comply with all emergency load shedding obligations imposed by ERCOT, Applicable Law and any Change in Law related to the provision of retail electric service to Customer.

b. Customer shall maintain any Customer Minimum Load at all times (24/7/365) until instructed by City for interruption to meet a load shed requirement. If Customer fails to maintain its Customer Minimum Load at any time during an ERCOT settlement interval in which a Customer Minimum Load is required, then Customer shall pay as a liquidated remedy for such failure, within thirty (30) days of notification of violation by City, a deficiency amount for the deficiency period which shall be measured as the difference between (x) the Customer Minimum Load and (y) the lowest actual Customer Load during such settlement interval, times the ERCOT HCAP, summed for all affected

settlement intervals during the applicable payment period. The Customer Minimum Load shall be measured at the Point of Service..

D. Interruption of Service and Participation in DR Programs. City shall have the right in its sole discretion to curtail or interrupt Service to Customer without liability to Customer for any reason, including but not limited to Customer's inability to participate and perform in DR Programs during such curtailment.

E. Conditions of Consent. The City may condition consent on metering, telemetry, operational controls, scheduling protocols, communication requirements, financial assurance, indemnity, or other requirements necessary to protect the City, its customers, and the electric system.

F. Customer Responsibility. A customer that participates in a demand response program without City consent, or fails to comply with conditions of consent, shall be responsible for all costs, charges, penalties, settlement amounts, losses, or liabilities incurred by the City arising from such participation or failure.

G. Participation in any demand response program shall not limit the City's right to curtail, interrupt, reduce, or disconnect service in accordance with the City's Rules and Regulations, ERCOT requirements, or the customer's electric service agreement.

Sec. 13.04.084. Energy efficiency and energy conservation fee.

A. Availability. This monthly fee will be charged to all electric meters for all rate classes.

B. Monthly Rate.

Rate Class	Fee
Residential	$1.00
Net Energy Metering—Residential	$1.00
Small General	$1.00
Net Energy Metering—Small General	$1.00
School	$5.00
Municipal Water and Wastewater Pumping	$5.00
Municipal	$5.00
Large General	$10.00
Commercial & Industrial	$15.00
Large Commercial & Industrial	$25.00
Very Large Commercial & Industrial	$25.00

C. Sales taxes. Sales taxes, where applicable, will be charged to the consumer in addition to the above fee.

D. Use of Funds. Use of funds collected from the energy efficient and energy conservation fee, including all funds previously collected pursuant to this Section, shall be limited to energy efficiency and conservation program costs, activities, and financial incentives, including, but not limited to the following:

1. Program Design and Administration Costs.

   a. Staffing and Administrative Costs. Salaries and benefits for program managers, coordinators, analysts, and administrative support personnel, along with the associated administrative costs to support such personnel.

   b. Consulting Fees. Costs for hiring external consultants or firms to assist with program design, evaluation, and implementation.

2. Incentives and Rebates.

a. Direct Incentives. Payments or rebates provided to consumers, businesses, or utilities for adopting certain energy-efficient technologies or practices.

b. Equipment. Costs for purchasing and dispersing certain energy-efficient appliances to certain customers.

3. Marketing and Outreach Costs.

   a. Public Awareness Campaigns. Costs associated with advertising, media outreach, and educational materials to promote energy efficiency among consumers and businesses.

   b. Workshops and Training. Expenses related to organizing workshops, seminars, and training sessions for stakeholders related to energy-saving practices.

4. Evaluation and Measurement Costs.

   a. Impact Evaluation. Costs associated with conducting studies or evaluations to measure the effectiveness and outcomes of energy efficiency programs.

   b. Data Collection. Expenses for collecting and analyzing data related to energy consumption, savings, and program participation.

5. Regulatory and Compliance Costs. Fees or costs associated with regulatory filings, compliance reporting, and meeting regulatory requirements set by state or local authorities.

6. Long-Term Maintenance and Monitoring Costs. Costs associated with ongoing maintenance, monitoring, and evaluation of installed energy-efficient measures or technologies.

Sec. 13.04.085. Reserved.

Sec. 13.04.090. Reserved.

Secs. 13.04.095, 13.04.100. Reserved.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, AMENDING CHAPTER 13.04, TITLE 1 ENTITLED "ELECTRIC RATES" OF THE CODE OR ORDINANCES OF THE CITY OF GEORGETOWN RELATING TO ELECTRIC SERVICE RATES FOR VARIOUS CUSTOMER CLASSES; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Georgetown periodically reviews and adjusts its electric service rates; and

WHEREAS, the City of Georgetown established its current electric rates in 2025; and

WHEREAS, the City of Georgetown has completed a cost-of-service study for the electric utility; and

WHEREAS, the City Council desires to implement rates which fully recover the cost of electric service; and

WHEREAS, the City Council of the City of Georgetown wishes to amend the current electric service rates and adopt the proposed rates, effective on all electric utility services for the entire service period at the rate that was effective on the end date of the service period, on and after **October 1, 2026**.

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

Section 1. The meeting at which this ordinance was approved was in all things conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 2. The facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and correct and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim.

Section 3. Title 1 of Chapter 13.04 entitled "Electric Rates" of the Code of Ordinances is hereby amended and replaced in its entirety as shown in **Exhibit A**.

Section 4. If any provision of this ordinance or application thereof to any person or circumstance shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are hereby declared to be severable.

Section 5. That all ordinances that are in conflict with the provisions of this ordinance be, and the same are hereby, repealed and all other ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

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

PASSED AND APPROVED on First Reading on the _____ day of _____, 2026.

PASSED AND APPROVED on Second Reading on the _____ day of _____, 2026.

ATTEST: **THE CITY OF GEORGETOWN**

_____ By: _____
Robyn Densmore, City Secretary Josh Schroeder, Mayor

APPROVED AS TO FORM:

_____
Skye Masson, City Attorney

EXHIBIT “A”

Sec. 13.04.010. Rates and charges—Electricity—Schedule.

The monthly rates and charges for the sales made of services rendered by the electric system of the City are established, levied, fixed, and prescribed as set forth in Sections 13.04.010 through 13.04.100. ~~Service~~Electric service rendered under this Article is subject to the City's Rules and Regulations~~.~~, engineering standards and service standards.

By applying for or accepting electric service, the customer shall provide the City access to the customer's premises and electric facilities as necessary for the installation, inspection, operation, maintenance, repair, replacement, reading, disconnection, or removal of City facilities, meters, and equipment, subject to the City's Rules and Regulations. The City may require easements, access rights, or other documentation as a condition of service where necessary to provide safe and reliable service.

Sec. 13.04.011 Definitions

For purposes of this Article, the following terms shall have the meanings set forth below:

1. **Actual Demand.** Actual Demand means the maximum rate at which electric energy is used by a customer, expressed in kilowatts (kW), and measured over a 15-minute interval during the billing period, or such other interval as established by the City's metering standards. Demand is a measure of power and is not a measure of total energy consumption.

2. **Allocated Capacity.** Allocated Capacity means the maximum allowed distribution infrastructure capacity designed and allocated to the Facility based on the Customer's specified load requirements, including Peak Demand and energy needs. This capacity ensures sufficient distribution capacity to meet Peak Demand under normal operating conditions, including substation and feeder capacity.

3. **Billed Demand.** Billed Demand means the kilowatt (kW) demand used to calculate the customer's demand charge under the applicable rate schedule. Billed Demand may be based on measured Peak Demand, minimum demand, ratcheted demand, power factor adjustment, or other provisions of the applicable rate schedule or electric service agreement.

4. **City**. The City of Georgetown, Texas, [a home rule municipal corporation that owns and operates a municipal electric utility system known as Georgetown Utility Systems].

5. **City's Rules and Regulations**. City's ordinances, policies, rate schedules, including description of utility services, billing adjustments, policies, service rules and regulations, and other regulatory measures enacted or adopted by City, including its departments, boards and commissions, as may be amended from time to time by the City in its sole discretion, all said regulations being duly adopted.

6. **Connected Load.** Connected Load means the combined electrical capacity or rating of the customer's motors, equipment, appliances, devices, and other electric-consuming facilities that are or will be connected to the customer's electrical system, whether expressed in kilowatts (kW), kilovolt-amperes (kVA), horsepower, amperes, or other electrical units, as converted or evaluated by the City.

7. **Customer or customer**. A person who is currently receiving retail electric service from City in the person's own name or the name of the person's spouse, or the name of an authorized representative of a partnership, corporation, or other legal entity receiving retail electric service from City.

8. **Design Load.** Design Load means the City's estimate of the customer's expected maximum demand, expressed in kilowatts (kW), after applying applicable diversity factors, operating assumptions, and engineering judgment to the customer's Requested Load, Connected Load, and

Load Analysis. Design Load may be used to determine initial rate classification, transformer size, service requirements, and other facilities necessary to serve the customer.

9. **Installed Capacity.** Installed Capacity means the maximum allowed distribution infrastructure capacity, including site-specific infrastructure, designed and installed by City at the Facility and designated to serve the Customer's load requirements, including Peak Demand and energy needs. This capacity ensures sufficient distribution capacity to meet Peak Demand under normal operating conditions. Installed Capacity includes substation and feeder capacity. Installed Capacity may be expressed in kilowatts (kW) or kilovolt-amperes (kVA).

10. **Load Analysis.** Load Analysis means the documentation, engineering review, and evaluation used by the City to determine expected load characteristics, service requirements, rate classification, metering requirements, transformer sizing, system impacts, and any required customer-specific facilities. A Load Analysis may include Requested Load, Connected Load, operating schedules, diversity factors, power factor, motor-starting characteristics, load factor, planned expansions, and other information required by the City.

11. **Peak Demand.** Peak Demand means the highest Actual Demand recorded for a customer during the applicable billing period, expressed in kilowatts (kW), and measured over a 15-minute interval, or such other interval as established by the City's metering standards.

12. **Requested Load.** Requested Load means the total electrical load requested by the customer or the customer's representative as part of a service request, Load Analysis, Electric Line Extension, and Electric Metering Policy application, plans, specifications, or other documentation submitted to the City. Requested Load may include existing load, proposed load, future load, and any planned expansion identified by the customer.

Sec. 13.04.012. Customer classification and demand determination.

A. Customer Classification

1. Regardless of Design Load, Actual Demand, Installed Capacity, or other classification criteria, a customer shall be assigned to the rate schedule applicable to the premises' final intended use, which may differ from the use during construction, as determined by the City from the customer's application and other reasonably required documentation.

B. Initial Rate Classification

1. For new or modified service under 2,000 kW, the City shall assign the applicable rate class based on the customer's Design Load, as determined from the customer's Load Analysis, except as otherwise provided herein.

2. For new or modified service with a Design Load of 2,000 kW or greater, the City shall assign the applicable rate class based on the customer's Installed Capacity or Allocated Capacity on the date of initial energization, as determined solely by the City.

3. For Customers requesting service at existing premises, the City shall not automatically assign the prior customer's rate classification. The City shall consider the following in determination the appropriate rate classification:

   i. If the new customer's expected use is substantially similar to the prior use, the City may use recent demand history to establish the initial rate classification.

   ii. If demand history is unavailable or not representative, the City may require a Load Analysis and classify the customer based on Design Load or Installed Capacity, as applicable. Existing meters, transformers, or other service facilities do not determine the customer's rate classification or service entitlement.

iii. The City may require the customer, at the customer's expense, to make or fund electric distribution infrastructure changes necessary to provide safe and reliable service and comply with the City's service and engineering standards.

iv. The City may reclassify the customer's initial rate classification based on actual usage and Demand data as outlined in Section C below.

C. Rate Class Reclassification based on Demand

1. This subsection applies only to customers with a Design Load or Installed Capacity under 2,000 kW.

2. The City shall reclassify a customer to a higher rate class if the customer's Actual Demand exceeds the applicable demand threshold for that rate class in three (3) or more billing periods within a consecutive twelve (12) month period . The City may require the customer, at the customer's expense, to make or fund electric distribution infrastructure changes necessary to provide safe and reliable service and comply with the City's service and engineering standards.

3. Upon customer's request, the City may reclassify a customer to a lower rate class if the customer's Actual Demand remains below the applicable demand threshold for twelve (12) consecutive months. The City may require the customer, at the customer's expense, to make or fund electric distribution infrastructure changes necessary to provide safe and reliable service and comply with the City's service and engineering standards.

4. Reclassification shall be applied prospectively beginning with the next billing cycle following determination by the City and shall not be applied retroactively.

5. A customer shall not operate electric load in excess of its Installed Capacity, Allocated Capacity, contract demand, or other capacity limit established by the City without the City's prior written approval. If a customer exceeds such limit, the City may require load reduction, additional infrastructure, additional credit support, revised forecasts, a revised electric service agreement, payment of all incremental costs, or a separate service arrangement. The customer shall be responsible for all costs, charges, penalties, ERCOT settlement amounts, procurement costs, infrastructure costs, and administrative costs incurred by the City as a result of such excess load.

6. A customer shall not be eligible for a reduction in rate class based on Actual Demand if the customer has incurred two or more delinquencies within the preceding twelve-month period.

Sec. 13.04.015. Residential service.

A. Availability. This schedule is available to single-phase residential customers for all domestic uses in residences, individual family apartments, and private rooming houses. This schedule is not available to single metered multi-family dwellings. For residential customers other than single-phase, the City, at its sole discretion, may review and apply another appropriate rate schedule for such customer. .

Where a portion of a residential unit is used for nonresidential purposes, the appropriate nonresidential service schedule is applicable to all uses of electric service. However, this rate schedule ~~maybe~~may be applied to the residential portion of such use provided the customer's wiring is so arranged that use of the electric service for residential purposes can be metered separately from the nonresidential use. Service rendered under this rate is subject to the City's Rules and Regulations.

B. Net Monthly Rate.

1. Customer Charge: $25.32 per month.

2. Energy Charge: $0.0978 per kWh.

3. Minimum Bill: $25.32 per month.

4. Multiple Dwelling Units. Where served under one meter shall be billed under the applicable commercial rate.

C. Power Cost Adjustment. The PCA charge under the above rate schedule shall be increased or decreased to reflect the application of a power cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.075.

D. Transmission Delivery Cost Adjustment. The TDCA charge under the above rate schedule shall be increased or decreased to reflect the application of a transmission delivery cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.080.

E. Sales Taxes. Sales taxes, where applicable, will be charged to the consumer in addition to the above rates.

F. Residential customers may request a low-income electric discount that is 30 percent below the current customer charge (base rate) as follows:

1. ~~1.~~ Request for low-income discount must be made in writing.

2. ~~2.~~ To qualify for the discount, customer or a permanent resident in the household must participate in the Medicaid Program or such other federal, state, and local government entitlement programs that meet the 200 percent Federal Poverty Income Level (FPIL) eligibility guidelines and are approved by City, and provide verifiable proof of that participation, such as an award letter or other official documentation.

~~3.~~ Requests for the low-income discount must be renewed annually.

Sec. 13.04.018. Net energy metering (NEM) service.

A. Availability. Available to residential and small general service customers within the ~~City of Georgetown (COG)~~City's electric service area that own distributed energy resource (DER) facilities.

The following requirements must be met for customers to be served under NEM:

- Customer has executed an interconnection agreement with ~~COG~~City, and ~~COG~~City has approved their completed net metering service application.
- DER facility is customer owned and powered by a renewable resource, including, but not limited to, solar, wind, and geothermal sources.
- For all DER facilities approved by the City after October 1, 2020, the DER facility's ~~installed capacity~~Installed Capacity must be no greater than ten kW-DC (~~kilo watts~~kilowatts direct current) and ~~receives~~receive service at 600 volts or less.
- DER facility is located at the customer's premises, or that is appropriately connected to ~~COG's~~City's electric distribution system, as solely determined by ~~COG~~City.

B. Metering. For DER installations before June 22, 2021, customers served under NEM will have two electric meters installed by ~~COG~~City at the customer's premises: a DER Meter, which measures the total amount of generated electricity from the customer's DER facility, and a bi-directional meter that measures both the volumetric energy and renewable energy - received, as defined herein. These bi-directional meter readings are used for generating the NEM customer's monthly bill. For all DER installations for NEM customers after June 22, 2021, DER meters are not required; only bi-directional meters will be installed.

C. Meter Definitions.

"Bi-directional meter." An electric meter with separate registers that measures and records, on an interval basis, the flow of electricity from ~~COG~~City to the NEM customer (volumetric energy) as well as the flow of electricity from the customer's DER facility to ~~COG~~City (renewable energy - received), as applicable.

"DER ~~meter~~Meter." The DER meter measures the total amount of energy generated by the customer's DER facility. The meter records "renewable energy - generated."

D. Energy Definitions.

"Renewable energy generated." The total energy produced by the customer's DER facility for the billing period, as measured and recorded by the DER meter. No charges or credits are associated with the renewable energy - generated. This information is provided to ~~COG~~City, and is identified on the customer's bill, for informational purposes only.

"Renewable energy received." Any excess metered energy generated from the customer's DER facility that is not used on-site at the customer's premises and flows back to ~~COG~~City during a billing cycle. The renewable energy - received is measured by the bi-directional meter and recorded on an interval basis. ~~COG~~City pays NEM customers a credit per kilowatt hour of the renewable energy - received.

"Volumetric energy." The amount of metered energy delivered by ~~COG~~City to the customer's premises during a billing cycle. This value is measured by the bi-directional meter and recorded on an interval basis. NEM customers pay ~~COG~~City per kilowatt hour for volumetric energy.

E. Charges for Service Definitions.

"Base rate." The base rate is the customer charge for the applicable customer class in which the NEM customer exists. The base rate is a per customer charge on a $/month basis.

"Volumetric energy charge." The volumetric energy charge is the energy charge for the applicable customer class in which the NEM customer exists. The volumetric energy charge is applied to the volumetric energy on a $/kWh basis.

"Renewable energy received credit." The renewable energy - received credit is an energy rate ($/kWh) applied to the NEM customer's renewable energy - received. ~~COG~~City pays NEM customers a credit per kilowatt hour for renewable energy - received. The credit on the customer's bill is subject to the limitations discussed in item I.

"Power cost adjustment (PCA)." The PCA charge under this rate schedule shall be increased or decreased to reflect the application of a PCA per kWh of energy delivered by ~~COG~~City (volumetric energy) during the billing cycle, as calculated in accordance with Section 13.04.075.

"Transmission delivery cost adjustment (TDCA)." The TDCA charge under the above rate schedule shall be increased or decreased to reflect the application of a transmission delivery cost adjustment per kWh of energy delivered by ~~COG~~City (volumetric energy), as calculated in accordance with Section 13.04.080.

F. Reserved.

G. Monthly Rates for NEM Customers. Rates are subject to change ~~and~~ as described herein.

Residential Service:

1. Base Rate: $25.32 per month.
2. Volumetric Energy Charge: $0.0978 per kWh.
3. Renewable Energy. The received credit shall be calculated on an annual basis according to the following formula:

$$Credit\left(\frac{\$}{kWh}\right) = \frac{Weighted\ Avg.\ Market\ Price\left(\frac{\$}{kWh}\right) + Avg.Transmission\ Capacity\ Cost\ (\frac{\$}{kWh})}{1 - Losses\ (\%)}$$

Where "weighted avg. market price" represents the previous year's weighted average locational marginal prices coincident with solar producing hours at the Electric Reliability Council of Texas (ERCOT) South Load zone. The periods coincident with ERCOT and/or Public Utility Commission of Texas declared controlled outages and/or grid emergencies are not included in the weighted avg. market price calculation. The "avg. transmission capacity cost" represents the previous year's average transmission-cost-of-service (TCOS) charges ($/kWh) paid by the Utility for transmission, and "losses" represents the most recently calculated value for ~~COG's~~City's distribution system losses as a percent.

4. PCA: (as determined in Section 13.04.075).

5. TDCA: (as determined in Section 13.04.080).

Small General Service:

1. Base Rate as a ~~COG~~City Electric Customer: $51.05 per month.

2. Volumetric Energy Charge: $0.0921 per kWh.

3. Renewable Energy. The received credit shall be calculated on an annual basis according to the following formula:

$$Credit\ \left(\frac{\$}{kWh}\right) = \frac{Weighted\ Avg.\ Market\ Price\ \left(\frac{\$}{kWh}\right) + Avg.Transmission\ Capacity\ Cost\ (\frac{\$}{kWh})}{1 - Losses\ (\%)}$$

Where "weighted avg. market price" represents the previous year's weighted average locational marginal prices coincident with solar producing hours at the Electric Reliability Council of Texas (ERCOT) South Load zone. The periods coincident with ERCOT and/or Public Utility Commission of Texas declared controlled outages and/or grid emergencies are not included in the weighted avg. market price calculation. The "avg. transmission capacity cost" represents the previous year's average transmission-cost-of-service (TCOS) charges ($/kWh) paid by the Utility for transmission, and "losses" represents the most recently calculated value for ~~COG's~~City's distribution system losses as a percent.

4. PCA: (as determined in Section 13.04.075).

5. TDCA: (as determined in Section 13.04.080).

H. Renewable Energy—Received Credit—Annual Update. The renewable energy - received credit will be reviewed and may be adjusted on an annual basis by ~~COG~~City according to the formula above.

I. Limit on Renewable Energy—Received Credit. For a billing cycle, and for the purposes of calculating the renewable energy - received credit, the excess renewable energy (kWh) ~~COG~~City receives from NEM customers cannot be greater than the volumetric energy (kWh) ~~COG~~City delivers to the customer's premises. Renewable energy - received that is in excess of the volumetric energy during the billing cycle is not eligible for compensation to the NEM customer by ~~COG~~City. Such excess energy may not be banked by the NEM customer nor rolled over to the following or future billing period(s). Further, such excess energy cannot be utilized to offset other ~~COG~~City charges on the NEM customer bill.

J. Sales Taxes. Sales taxes, where applicable, will be charged to the customer, as appropriate, in addition to the above rates.

Sec. 13.04.020. Small general service.

A. ~~A.~~ Availability. Applicable to ~~all commercial and general service consumers~~nonresidential customers whose ~~demands for all uses are~~Actual Demand is equal to or less than ~~50~~ 49 kilowatts (kW) and whose uses are not covered by ~~a~~another specific rate schedule~~ and the metered outdoor lighting of sports fields and arenas in which 85 percent of the connected electric load is attributable to the lighting as verified by the City, up to 75 kW of connected load. Service rendered under this rate is subject to the City's Rules and Regulations.~~ .

B. Net Monthly Rate.

1. Customer Charge: $51.05 per month.

2. Energy Charge: $0.0921 per kWh.

3. Minimum Bill: $51.05 per month.

C. Power Cost Adjustment. The PCA charge under the above rate schedule shall be increased or decreased to reflect the application of a power cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.075.

D. Transmission Delivery Cost Adjustment. The TDCA charge under the above rate schedule shall be increased or decreased to reflect the application of a transmission delivery cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.080.

E. Sales Taxes. Sales taxes, where applicable, will be charged to the consumer in addition to the above rates.

Sec. 13.04.025. School services.

A. Availability. ~~Available~~Applicable to electric ~~services required by those customers designated as~~ service provided to a school ~~by the City. Service rendered~~, defined as an educational institution that is recognized, accredited, or otherwise authorized by the State of Texas, including but not limited to:

1. Public school districts and open-enrollment charter schools governed under the Texas Education Code; and

2. Institutions of higher education recognized by the Texas Higher Education Coordinating Board.

Eligibility for service under this rate ~~is subject to the City's Rules and Regulations.~~ shall be determined by the City based on documentation demonstrating such recognition or authorization under applicable state law.

Electric service provided to facilities or portions of facilities used for non-educational, commercial, residential, or revenue-generating purposes shall be separately metered and billed under the applicable rate schedule. If such uses are not separately metered, the City may determine the appropriate rate classification.

B. Net Monthly Rate.

1. Customer Charge: $204.02 per month.

2. Energy Charge: $0.1174 per kWh.

3. Minimum Bill: $204.02 per month.

C. Power Cost Adjustment. The PCA charge under the above rate schedule shall be increased or decreased to reflect the application of a power cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.075.

D. Transmission Delivery Cost Adjustment. The TDCA charge under the above rate schedule shall be increased or decreased to reflect the application of a transmission delivery cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.080.

E. Sales Taxes. Sales taxes, where applicable, will be charged to the consumer in addition to the above rates.

Sec. 13.04.030. Municipal water and wastewater pumping service.

A. Availability. Applicable to City-owned facilities with electric service furnished for water and wastewater pumping. Service rendered under this rate is subject to the City's Rules and Regulations.

B. Net Monthly Rate.

1. Customer Charge: $199.10 per month.

2. Energy Charge: $0.04600 per kWh.

3. Demand Charge: $19.99 per kW per month.

4. Minimum Bill: $199.10 per month.

C. Power Cost Adjustment. The PCA charge under the above rate schedule shall be increased or decreased to reflect the application of a power cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.075.

D. Transmission Delivery Cost Adjustment. The TDCA charge under the above rate schedule shall be increased or decreased to reflect the application of a transmission delivery cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.080.

~~E.~~ E. Primary Voltage Discount.

Primary Voltage is the nominal electrical voltage of 24.9 kV / 14.4 kV, expressed as a ratio of phase-to-phase voltage over phase-to-neutral voltage, at which the City delivers three-phase medium-voltage AC power to the Point of Service, measured immediately upstream of the Customer-owned transformation equipment utilized to step down such electrical energy for final utilization.

A Primary Voltage Customer is a customer that receives electric service directly from the City's electric distribution system at 24.9 kV / 14.4 kV.

1. Applicable to Municipal water and wastewater pumping service locations that receive electric service at primary distribution voltage and that own, operate, and maintain all facilities on the customer side of the point of interconnection, including but not limited to transformation, protection, and distribution equipment.

2. Monthly Demand Discount Rate. Primary voltage customers' Actual Demand will be reduced (credited) by $2.24/kW.

~~A. F~~~~Sales Taxes. Sales taxes, where applicable, will be charged to the consumer in addition to the above rates.~~

. Sales Taxes. Sales taxes, where applicable, will be charged to the consumer in addition to the above rates.

Sec. 13.04.035. Large general service.

A. ~~A.~~ Availability. Applicable to nonresidential customers whose ~~design load~~ Actual Demand is equal to or ~~actual usage exceeds~~greater than 50 kilowatts (kW~~ of peak demand,~~) but ~~does not exceed 500~~ less than 499 kilowatts (kW~~ of peak demand,~~), and whose uses are not covered by ~~a~~another specific rate schedule~~. Service rendered under this rate is subject to the City's Rules and Regulations.~~ , as determined in accordance with Section 13.04.012.

B. Net Monthly Rate.

1. Customer Charge: $178.68 per month.

2. Energy Charge: $0.0668 per kWh.

3. Demand Charge: $11.23 per kW per month, but not less than $561.50 per month.

4. Minimum Bill: $740.18 per month.

C. Power Cost Adjustment. The PCA charge under the above rate schedule shall be increased or decreased to reflect the application of a power cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.075.

D. Transmission Delivery Cost Adjustment. The TDCA charge under the above rate schedule shall be increased or decreased to reflect the application of a transmission delivery cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.080.

~~E~~E. Minimum Bill. The minimum bill for Large general service shall consist of the customer charge plus the minimum Billed Demand charge.

F. Minimum Billed Demand. The minimum demand for the Large general service class is 50 kW.

G. Sales Taxes. Sales taxes, where applicable, will be charged to the consumer in addition to the above rates.

Sec. 13.04.040. Commercial and industrial (C&I).

~~B.~~A. ~~A.~~ Availability. Applicable to nonresidential customers whose ~~design load~~ Actual Demand is equal to or ~~actual usage exceeds~~ greater than 500 kilowatts (kW ~~of peak demand,~~) but ~~does not exceed~~less than 1,999 kilowatts (kW), and whose Installed Capacity is less than 2,000 ~~kW of peak demand~~kVa, and whose uses are not covered by ~~a~~another specific rate schedule~~. Service rendered under this rate is subject to the City's Rules and Regulations.~~ , as determined in accordance with Section 13.04.012.

~~C.~~B. ~~B.~~ Net Monthly Rate.

1. ~~1.~~ Customer Charge: $357.35 per month.
2. ~~2.~~ Energy Charge: $0.0577 per kWh.
3. ~~3.~~ Demand Charge: $16.34 per kW per month, but not less than $8,170.00 per month.
4. ~~4.~~ Minimum Bill: $8,527.35 per month.

~~D.~~C. ~~C.~~ Power Cost Adjustment. The PCA charge under the above rate schedule shall be increased or decreased to reflect the application of a power cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.075.

~~E.~~D. ~~D.~~ Transmission Delivery Cost Adjustment. The TDCA charge under the above rate schedule shall be increased or decreased to reflect the application of a transmission delivery cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.080.

E. Minimum Bill. The minimum bill for commercial and industrial service shall consist of the customer charge plus the minimum demand charge.

F. Minimum Billed Demand. The minimum demand for the commercial and industrial class is 500 kW.

G. Sales Taxes. Sales taxes, where applicable, will be charged to the consumer in addition to the above rates.

~~E~~

~~. Sales Taxes. Sales taxes, where applicable, will be charged to the consumer in addition to the above rates.~~

Sec. 13.04.045. Large commercial and industrial (C&I) service

~~A. Availability. Applicable to large commercial and industrial customers whose installed capacity is 2,000 kW or greater but less than 10,000 kW and whose uses are not covered by another specific rate schedule. Service rendered under this rate is subject to the City's rules and regulations. "Installed capacity" means the maximum allowed distribution infrastructure capacity designed, installed, and allocated for a customer based on their specified load requirements, including peak demand and energy needs. This capacity ensures sufficient distribution infrastructure to meet peak demand under normal operating conditions.~~

A. ~~B.~~ Availability. Applicable to non-residential customers whose Installed Capacity or Allocated Capacity is equal to or greater than 2,000 kilowatts (kW) but less than 9,999 kilowatts (kW), as determined in accordance with Section 13.04.012. The City reserves the right in its sole discretion to require certain customers eligible for this rate schedule to enter into an electric service agreement with the City ("Electric Service Agreement").

~~A.~~B. Monthly Rate.

1. Customer Charge: $520.71 per month.
2. Energy Charge: $0.0543 per kWh.
3. Demand Charge: $19.65 per kW per month but not less than $39,300.00 per month.
4. Minimum Bill: $39,820.71 per month.

~~B.~~C. ~~C.~~ Power Cost Adjustment. The power cost adjustment charge under the above rate schedule shall be increased or decreased to reflect the application of a power cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.075.

~~C.~~D. ~~D.~~ Transmission Delivery Cost Adjustment. The transmission delivery cost adjustment charge under this rate schedule shall be increased or decreased to reflect the application of a transmission delivery cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.080.

~~D.~~E. ~~E.~~ Minimum Bill. The minimum bill for large commercial and industrial service shall consist of the customer charge plus the minimum demand charge.

~~E.~~F. ~~F.~~ Minimum Billed Demand. The minimum demand for the large commercial and industrial class is 2,000 kW.

~~F.~~G. ~~G.~~ Power Factor. Should the power factor be lower than 0.95 lagging, the City may adjust the ~~billed demand~~Billed Demand (kW) by the ratio of target power factor in the numerator (0.95) divided by the actual power factor in the denominator (less than 0.95). If the power factor ratio is greater than a value of 1.0, it will be multiplied by the billing ~~cycle billed demand~~cycle's Billed Demand applicable to the customer.

~~G.~~H. ~~H.~~ Primary Voltage Discount.

Primary Voltage is the nominal electrical voltage of 24.9 kV / 14.4 kV, expressed as a ratio of phase-to-phase voltage over phase-to-neutral voltage, at which the City delivers three-phase medium-voltage AC power to the Point of Service, measured immediately upstream of the Customer-owned transformation equipment utilized to step down such electrical energy for final utilization.

A Primary Voltage Customer is a customer that receives electric service directly from the City's electric distribution system at 24.9 kV / 14.4 kV.

1. ~~Applicability.~~ Applicable to large commercial and industrial customers ~~taking~~that receive electric service at primary distribution voltage ~~("primary voltage customers").~~ and that own, operate, and maintain all facilities on the customer side of the point of interconnection, including but not limited to transformation, protection, and distribution equipment.

2. Monthly Demand Discount Rate. Primary voltage ~~customers demand rate~~customers' Actual Demand will be reduced (credited) by $2.11/kW.

3. Minimum Bill. The minimum bill for primary voltage customers will be based on the minimum bill for their applicable customer class, as described herein. To the extent that the minimum bill includes the demand charge, calculation of the demand charge will reflect the applicable monthly demand discount rate.

4. Primary Voltage Discount~~—~~ Update. The primary voltage discount will be reviewed and may be adjusted ~~on an annual or less frequent basis~~periodically as determined by the City.

I. ~~I.~~ Sales Taxes. Sales taxes, where applicable, will be charged to the consumer in addition to the above rates.

Sec. 13.04.0451. Month-to-Month Large Commercial & Industrial Service.

A. Availability. Applicable to any customer who is required to enter into an Electric Service Agreement and fails to do so within a reasonable period of time, as determined by the City. The customer shall be subject to all provisions herein, as well as the following applicable rates. The customer shall be billed under the Month-to-Month Large Commercial & Industrial Service rates set forth below. Such rates are intended to recover the City's costs, risks, and administrative burdens associated with serving a very large load without agreed forecasting, credit support, operational controls, and wholesale market protections. Month-to-Month Large Commercial & Industrial Service shall continue until an electric service agreement is executed by both the City and the customer or service is otherwise terminated in accordance with this Article and the City's Rules and Regulations.

These rates will be in effect for Customer's electric service until such time as an Electric Service Agreement is signed by both Customer and City, at which time the rates provided in the Electric Service Agreement will apply. The City will make a good-faith effort to complete its review of the Electric Service Agreement and obtain approval in a timely manner.

B. Monthly Rate.

1. Customer Charge: $520.71 per month.

2. Energy Charge: $0.08755 per kWh.

3. Demand Charge: $19.65 per kW per month subject to Billed Demand as outlined in Section G below.

4. Minimum Bill: $39,820.71 per month.

C. Power Cost Adjustment. The power cost adjustment charge under the above rate schedule shall be increased or decreased to reflect the application of a power cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.075.

D. Transmission Delivery Cost Adjustment. The transmission delivery cost adjustment charge under this rate schedule shall be increased or decreased to reflect the application of a transmission delivery cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.080.

E. Minimum Bill. The minimum bill for large commercial and industrial service shall consist of the customer charge plus the minimum demand charge.

F. Minimum Billed Demand. The minimum demand for the large commercial and industrial class is 2,000 kW.

G. Power Factor. Should the power factor be lower than 0.95 lagging, the City may adjust the Billed Demand (kW) by the ratio of target power factor in the numerator (0.95) divided by the actual power factor in the denominator (less than 0.95). If the power factor ratio is greater than a value of 1.0, it will be multiplied by the billing cycle Billed Demand applicable to the customer.

H. Primary Voltage Discount.

Primary Voltage is the nominal electrical voltage of 24.9 kV / 14.4 kV, expressed as a ratio of phase-to-phase voltage over phase-to-neutral voltage, at which the City delivers three-phase medium-voltage AC power to the Point of Service, measured immediately upstream of the Customer-owned transformation equipment utilized to step down such electrical energy for final utilization.

A Primary Voltage Customer is a customer that receives electric service directly from the City's electric distribution system at 24.9 kV / 14.4 kV.

1. Applicable to large commercial and industrial customers that receive electric service at primary distribution voltage and that own, operate, and maintain all facilities on the customer side of the point of interconnection, including but not limited to transformation, protection, and distribution equipment.

2. Monthly Demand Discount Rate. Primary voltage customers' Actual Demand will be reduced (credited) by $2.11/kW.

3. Minimum Bill. The minimum bill for primary voltage customers will be based on the minimum bill for their applicable customer class, as described herein. To the extent that the minimum bill includes the demand charge, calculation of the demand charge will reflect the applicable monthly demand discount rate.

4. Primary Voltage Discount Update. The primary voltage discount will be reviewed and may be adjusted, as determined by the City.

~~A.~~I. Sales Taxes. Sales taxes, where applicable, will be charged to the consumer in addition to the above rates.

Sec. 13.04.046. Very large commercial and industrial (C&I) service.

A. ~~A.~~ Availability~~.~~

1. Applicable to ~~very large commercial and industrial~~nonresidential customers whose ~~installed~~Installed Capacity is equal to or greater than 10,000 kW but less than 49,999 kW, including classification based on Installed Capacity where applicable.

2. Customers served under this rate shall be required to receive electric service directly from City's electric distribution system at "Primary Voltage" and they are eligible for the "Primary Voltage Discount"

   "Primary Voltage" is the nominal electrical voltage of 24.9 kV / 14.4 kV, expressed as a ratio of phase-to-phase voltage over phase-to-neutral voltage, at which the City delivers three-phase medium-voltage AC power to the Point of Service, measured immediately upstream of the Customer-owned transformation equipment utilized to step down such electrical energy for final utilization.

3. Customers served under this rate shall be required, as determined by the City, to enter into an electric service agreement, provide load forecasts, or meet additional operational, metering, or financial requirements necessary to support service to large loads and participation in wholesale power markets.

4. Customers shall enter into an Electric Service Agreement (ESA) with a maximum term of three (3) years, including any renewals, unless terminated in accordance with the ESA. In order to maintain a guarantee of future electric service capacity ~~is greater than ten MW but less than 51 MW.~~, the ESA must be signed, and the customer must comply with all Line Extension policy requirements and other obligations required within the ESA.

5. As a condition of initial or continued service under this rate, the City may require, prior to energization, execution of an electric service agreement, completion of all required studies, installation of required metering and telemetry, satisfaction of all credit and performance assurance requirements, payment of all applicable fees or contributions, and demonstration that the customer's operation will not adversely affect system reliability or other customers.

6. If a customer's Installed Capacity exceeds 49,999 kW, the City may require the customer to take service under a separate service arrangement and a separate rate schedule.

7. Service rendered under this rate is subject to the ~~City's~~City's Rules and Regulations, provided that Section 13.04.230 shall not apply. ~~All customers eligible for this rate schedule must also enter into an electric service agreement with the City ("Electric Service Agreement"). "Installed~~

~~1.~~8. If Customer fails to utilize the full Initial Infrastructure Capacity, the full Additional Infrastructure Capacity, or the full amount of any Expansion Request for six (6) consecutive months during the applicable Service Agreement for Electric Service period, then to the extent such capacity~~" means the maximum allowed distribution infrastructure~~ is not utilized, City shall have the right in its sole discretion to use the available feeder and substation capacity ~~designed, installed, and allocated for a customer based on their specified load requirements, including peak demand and energy needs. This~~to serve other customers. Customer's utilization of capacity ~~ensures sufficient distribution infrastructure to meet peaks~~shall be the maximum kilowatt demand established by Customer for any fifteen (15) minute period during the month, as indicated or recorded by a demand ~~under normal operating conditions.~~ meter.

B. ~~B.~~ Energy Forecast. By the tenth of each month prior to and after beginning service, Customer must submit to the City an energy forecast of its projected energy usage for the following six months. This energy forecast is a projection of the future forecasted energy consumption by Customer and shall be in the form of an hourly energy profile of expected energy consumption (kWh) for each hour of the following six months.

C. ~~C.~~ Failure to Submit Energy Forecast. Any Customer who fails to submit an energy forecast when due shall be subject to interruption or termination of electric service, and any other remedies available to the City under its Rules and Regulations. In addition, the City shall have the right to forecast ~~customer's~~the customers' projected energy load for the energy forecast term, subject to other provisions in this Section 13.04.046.

D. ~~D.~~ Invoices. Invoices are due and payable immediately upon receipt and considered late if not paid within ~~seven~~five days after receipt. The City ~~can~~ immediately ~~apply~~applies any cash prepayment amount (defined below) or ~~draw~~draws on any letter of credit provided by the customer for any late or unpaid amounts owed to the City by the customer, or take any other action provided for under the City's Rules and Regulations. If a Customer needs additional time to pay an invoice, they may post an additional Prepayment Amount to ensure minimum required prepayment balances are constantly maintained. VLC&I customers shall enroll in and maintain electronic billing (e-bill) for all electric service accounts. Delivery of bills by mail shall not extend, delay, or otherwise affect the date a bill is issued, received, or due.

E. ~~E.~~ Prepayment Amount. Prior to activation of electric service, customer shall provide to the City a minimum cash prepayment amount ("prepayment amount") equal to three months of the highest projected total cost of energy deliveries pursuant to the Electric Service Agreement and this rate schedule, including the customer charge, energy charge, billed demand, power cost adjustment, energy rate rider, transmission delivery cost adjustment, and any other authorized charges. The billed demand shall be calculated pursuant to Section O below, the applicable billed demand multiplied by three months or such additional period of time as the City may require ("prepayment term"). The City shall apply the prepayment amount monthly to the customer's invoice for electric service, and the customer shall pay any amounts owed to the City in addition to the prepayment amount and replenish the prepayment amount each month equal to the amount of the then-current prepayment amount for the then-current prepayment term. The City reserves the right to require additional amounts above the prepayment amount based on the creditworthiness of the customer, energy market volatility, previous payment defaults, or business history of the customer, each as determined by the City in its sole discretion. Any prepayment amounts under this Section 13.04.046 (Very large commercial and industrial service) shall not bear interest and shall be applied to each invoice and replenished by the customer in accordance with this subsection (E). The prepayment amount shall remain in place until December 31 of the year following the year of the termination date, and Customer's payment in full to City of verifiably documented charges attributable to providing the service prior to termination of this Agreement, including, but not limited to demand charges assessed by ERCOT for usage during peak demand periods.

F. ~~F.~~ Credit Support. In addition to the prepayment amount in Section E, Customer shall also provide performance assurance pursuant to Section G herein in an amount equal to or greater than three months of the projected revenues to City based on the highest three months of customer's energy forecast. The performance assurance shall remain in place until December 31 of the year following the year of the termination date, and customer's payment in full to City of verifiably documented charges attributable to providing the service prior to termination of this agreement, including, but not limited to demand charges assessed by ERCOT for usage during peak demand periods.

G. ~~G.~~ Performance Assurance. Customer shall provide to the City either an unconditional irrevocable letter of credit ("letter of credit") or a form of guarantee approved by City ("parental guarantee") letter of credit and parental guarantee are collectively referred to as "performance assurance." Both the letter of credit and the parental guarantee must: (1) be made payable to the City; (2) require at least 60 days written notice to the City upon nonrenewal or termination; and (3) allow for immediate draw by the City for the nonpayment of any invoice by the due date or any other payment default by customer. In the event the City applies all or part of the performance assurance related to any late payment or nonpayment by customer, or any other payment default by the customer, the City may immediately request additional performance assurance from customer in order for the continuance of electric service by the City.

1. The letter of credit shall comply with V.T.C.A., Business and Commerce Code § 5.106 issued by a bank or financial institution with a ~~minimal~~minimum credit rating of A-from ~~either~~ S&P or Fitch, or

a ~~minimal~~minimum rating of A3 from Moody, and that has a physical location or address in the United States in which the letter of credit can be drawn, and that is otherwise acceptable to the City in its sole discretion. The City reserves the right in its sole discretion to require an increase in the amount of the letter of credit, including, but not limited to an increase based on market volatility, creditworthiness of the customer, previous payment defaults, or business history of the customer.

2. A Customer may only provide a parental guarantee if the corporate, or other entity, providing such guarantee has an investment grade rating at least one notch above Baa3 by Moody's, BBB-by S&P Global or BBB- by Fitch Ratings. In the event that the entity ~~proving~~providing the parental guarantee drops below investment grade, customer must replace the parental guarantee with a letter of credit within two business days. The City reserves the right in its sole discretion to require an increase in the amount of the parental guarantee, including, but not limited to, an increase based on market volatility, creditworthiness of the customer, previous payment defaults, or business history of the customer.

H. ~~H.~~ Equipment. Customers under this Rate Ordinance shall also be responsible for all the costs including, but not limited to the cost of any and all additional equipment that the City's City Manager, City's General Manager of Electric Utilities ("General Manager") or each of their respective designees, determines is needed, including, but not limited to advanced metering equipment, to manage the customer's energy load and usage to ensure reliable energy service to all customers of the City.

~~I.~~ City shall have no obligation to provide redundant feeders, transformer redundancy, automatic transfer capability, alternate feeder supply, or service from another substation except pursuant to a written agreement.

I. Curtailment Events. Customer understands and agrees that it has no guarantee of an uninterrupted supply of power. City shall have the right to curtail or interrupt delivery of energy to customer (i) in response to curtailment instructions from ERCOT as a result of imminent system reliability need; (ii) during periods of force majeure (defined herein); (iii) during unplanned outages, including failure of transmission or distribution facilities or other equipment, partial or complete forced outage, breakage of or damage to machinery or equipment, or (iv) during planned outages as agreed by City and customer ("curtailment event"). "Force majeure" means an event or circumstance which (i) prevents a party from performing its obligations under this Rate Ordinance, (ii) which event or circumstance is beyond the reasonable control of such party, (iii) was not reasonably foreseeable by such party, or if reasonably foreseeable could not have been overcome with the exercise of due diligence, (iv) is not the result of such party's negligence or fault, and (v) which by the exercise of due diligence, such party is unable to overcome or avoid or cause to be avoided. If customer is notified of a curtailment event and fails to comply with the curtailment event directives received from City, customer shall be liable to City for any uplift charges, securitization charges, penalties, fines or any other ERCOT charges related to a curtailment event imposed on City (directly or indirectly) as a result of customer's failure to comply with the curtailment event notice, which is in addition to any and all costs and fees for the provision of electric service during the curtailment event under this Rate Ordinance and-any and all related ERCOT fees, settlement costs, sub-QSE fees, ERCOT load ratio share charges, ERCOT administration fees, Electric Reliability Organization fees, ERCOT uplifts to load, ERCOT miscellaneous invoices (collectively, "ERCOT Settlement Amounts"), and any other charges, fees and costs assessed or implemented by any Governmental Authority. "Governmental Authority" means (i) any federal, state, local, municipal, or other government or (ii) any other governmental, quasi-governmental, regulatory or administrative agency, commission, or other authority (including the Texas Attorney General, PUCT, ERCOT, Federal Energy Regulatory Commission, NERC, or Texas Reliability Entity) lawfully exercising or entitled to exercise any administrative, executive, judicial, legislative, police, policy, regulatory, or taxing authority or power. "PUCT" means the Public Utility Commission of Texas. City shall have the right, but not the obligation, to disconnect the electricity supply to Customer to force compliance with the curtailment event directives, subject to any shutdown requirements designed to protect the customer facilities or the ERCOT grid. Subject to the aforementioned notice and shutdown requirements, City shall have no liability for exercising such right, nor shall customer be excused from any damages that

may arise in the case that City fails to do so. For purposes of clarity, all customers served by City are subject to curtailment events.

J. ~~J.~~ Very Large Load Account Set-Up Fee. Prior to the commencement of service, customer shall pay a nonrefundable account set-up fee in the amount of $~~25,645~~27,349.00, which may be updated from time to time by the City, for installation of ERCOT EPS meter(s) and any other initiation, installation, or other fees levied by ERCOT or otherwise incurred by the City as a result of providing energy service to the customer.

K. ~~K.~~ Monthly Rate.

1. Customer Charge: $~~5,615.50~~8,125 per month.
2. Energy Charge: $0.0543 per kWh.
3. Demand Charge: $19.65 per kW per month subject to ~~billed demand~~Billed Demand as outlined in Section O below.

L. ~~L.~~ Power Cost Adjustment. The power cost adjustment charge under the above rate schedule shall be increased or decreased to reflect the application of a power cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.075.

~~B.A. Power Cost Adjustment. The power cost adjustment charge under the above rate schedule shall be increased or decreased to reflect the application of a power cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.075.~~

~~L.~~M. ~~M.~~ Energy Rate Rider. In addition to the charges identified in K and L, Customers shall pay the energy rate rider ($/kWh) ("ERR") for all energy consumed. The City Manager, General Manager or their respective designees are responsible for making periodic adjustments to the ERR, which will be based upon ~~two months of~~ historical actual power supply costs since the implementation of the energy rate rider and six months of forecasted future costs to serve the customers in the very large commercial and industrial service class ~~and the cumulative ERR account balance.~~. Changes to the ERR shall have the objective of maintaining a positive cumulative ERR account balance.

The energy rate rider shall be calculated pursuant to the following equation:

~~FERR = {{(EC +~~ ERR~~) × TL] HG/L – FHC – SM – FLH – AS)+{~~ ($/kWh) = ((Power Costs – Energy Revenues) + (TAB-AAB))/TL

Where:

~~FERR = Future energy rate rider rounded to the nearest $0.0001/kWh. In no event shall the FERR be less than zero ($0.00)~~

~~EC =~~**ERR** = New Energy ~~charge~~ Rate Rider

Power Costs = All forecasted power supply costs for the VLC&I class ~~(currently at $0.05317/kWh) - subject to revision by rate ordinance~~during the 6-month forecast period, broken down into five components:

~~ERR = Energy rate rider in effect for the historical load period~~

~~TL = Total load = $\Sigma_{i=1}^{n}$ Aggregate VLC&I Energy in kWh adjusted for distribution and transmission losses.~~

~~Where n = the number of hours in the eight month calculation period.~~

~~HG/L = Historical hedge gains or losses = $\Sigma_{i=1}^{n}$ (HPi * HVi) + (HVi * (HPi - RTPi))~~

~~Where HPi = Hedge price for hour i~~

~~ALi = Actual load for the class for hour i~~

~~HVi = Hedge volume for hour i~~

~~RTPi = Real time price for the ERCOT South Load Zone~~

~~FHC = Future hedge cost = $\Sigma_{i=1}^{n}$FHVi * FHPi~~

~~Where:~~

~~FHVi = Hedged volume in hour i~~

~~FHPi = Hedge price in hour i~~

~~SMP = Spot market purchases (historic and future) = $\Sigma_{i=1}^{n}$SMPi * LMPi~~

~~Where:~~

~~SMPi = spot market purchases in hour i (can be real-time LMP or day-ahead LMP)~~

~~LMPi = LMP for the ERCOT South Load Zone in hour i~~

~~LMP means the locational marginal price~~

~~FLH = Future load hedges = $\Sigma_{i=1}^{n}$FLHi * FPi~~

~~Where:~~

~~FLHi = Future forecasted load to be hedged in hour i~~

~~FPi = Future price in hour i (for future prices the imputed real-time LMP will be used) FLH and SMP are mathematically the same if there are no future hedge volumes to be traded.~~

~~AS = Ancillary service costs = $\Sigma_{i=1}^{n}$ASi * TLi~~

~~Where:~~

~~ASi = Historical ancillary service costs in hour i and the forecasted ancillary service costs for hour i for future load~~

~~TLi = Total Load served, or to be served in hour i~~

~~TAB = Target account balance - the targeted energy rate rider account balance established by the City Manager, General Manager or their respective designees to stabilize the cost of wholesale power to the VLC&I rate class.~~

1. ~~AAB = Actual account balance - the~~ Net Settlement of VLC&I Bilateral Hedges
2. Forecasted VLC&I DAM/RT energy purchases
3. Load ratio share (LRS) portion of net settlement of existing long term PPA contracts, including:
    a. Net settlement of PPA contracts
    b. Settlement of CRR hedges
    c. REC revenues
    d. Resource QSE fees and resource administrative charges.
    e. PTP obligations
4. ERCOT Fees and Ancillary Services, including:
    a. Ancillary services
    b. Other ERCOT fees
    c. LRS and/or directly allocated CARD revenues.
5. Miscellaneous Costs, including:
    a. LRS and/or directly allocated allocation of purchased power consulting costs
    b. LRS and/or directly allocated allocation of ERCOT annual membership fee
    c. LRS and/or directly allocated allocation of quarterly ERO fee
    d. LRS and/or directly allocated allocation of securitization costs
    e. Any other additional unrecovered costs that are incurred to provide electric service to VLC&I customers.

Energy Revenues = Forecasted revenues from the energy charge for the VLC&I class during the 6-month forecast period. Equal to the energy charge multiplied by the forecasted load.

TAB = Target Account Balance. Equal to the highest month of forecasted energy costs for the VLC&I class in the 12 months following the rate update.

AAB = Actual Account Balance. Equal to the cumulative operating income from the collection of the ~~energy rate rider~~Energy Rate Rider between inception of the ERR and the end of the operating month preceding the ERR calculation update. Operating income for historical months is defined as Energy Revenues plus ERR revenues minus Power Costs for each historical month.

TL = Total Load. Equal to the forecasted VLC&I energy sold during the 6-month forecast period.

The ERR ~~(and the FERR above)~~ may not be less than zero. The City Manager, General Manager or their respective designees are responsible for making periodic adjustments to the ERR.

~~M.~~N. ~~N.~~ Ratcheted Demand. In the event that the ~~actual monthly peak~~maximum kilowatt (kW) demand ~~of~~measured over a 15-minute interval, or such other interval as established by the City's metering standards, during the billing period of the customer exceeds (i) 80 percent of the ~~installed capacity~~Installed Capacity or (ii) the minimum demand as defined in the Electric Service Agreement, such ~~new higher peak~~ demand shall be used to determine the ~~billed demand~~Billed Demand and shall be applicable for a period of 12 consecutive months from the month in which ~~the highest peak~~such demand is measured ("~~demand ratchet~~Demand Ratchet").

~~N.~~O. ~~O.~~ Billed Demand. The billed demand shall be the greater of:

1. The measured maximum 15-minute ~~(or 30-minute, as applicable)~~ demand in kilowatts (kW) recorded during the billing period, or
2. The contract minimum demand, if applicable, or
3. The ~~demand ratchet~~Demand Ratchet, if specified in Section N of this rate schedule.

Billed ~~demand~~Demand may be adjusted for power factor if the actual power factor falls below the threshold specified in this tariff.

~~C.A.~~P. ~~Transmission Delivery Cost Adjustment. The transmission delivery cost adjustment charge under this rate schedule shall be increased or decreased to reflect the application of a transmission delivery cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.080.~~

P. ~~Q.~~ Transmission Delivery Cost Adjustment. The transmission delivery cost adjustment charge under this rate schedule shall be increased or decreased to reflect the application of a transmission delivery cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.080.

~~O.~~Q. Minimum Billed Demand. The minimum demand charge shall be 80 percent of the ~~installed capacity~~Installed Capacity, or as otherwise provided in the Electric Service Agreement between customer and City.

~~P.~~R. ~~R.~~ Power Factor. If the customer's power factor during a billing cycle is less than 0.95 lagging, the City may adjust the ~~billed demand~~Billed Demand (kW) by applying a multiplier. This multiplier is calculated by dividing the target power factor (0.95) by the customer's actual power factor (which is less than 0.95). The resulting ratio will be multiplied by the ~~billed demand~~Billed Demand for that billing cycle.

~~Q.~~S. ~~S.~~ Primary Voltage Discount.

"Primary Voltage" is the nominal electrical voltage of 24.9 kV / 14.4 kV, expressed as a ratio of phase-to-phase voltage over phase-to-neutral voltage, at which the City delivers three-phase medium-voltage AC power to the Point of Service, measured immediately upstream of the Customer-owned transformation equipment utilized to step down such electrical energy for final utilization.

A "Primary Voltage Customer" is a customer that receives electric service directly from City's electric distribution system at 24.9 kV / 14.4 kV.

1. ~~Applicability.~~ Applicable to very large commercial and industrial customers ~~taking~~that receive electric service at primary distribution voltage ~~("primary voltage customers").~~ and that own, operate, and maintain all facilities on the customer side of the point of interconnection, including but not limited to transformation, protection, and distribution equipment.

2. Monthly Demand Discount Rate. ~~Primary voltage customers~~The demand ~~rate will~~charge for a Primary Voltage Customer shall be reduced ~~(credited)~~ by $2.11~~/~~ per kW~~.~~ of Actual Demand.

~~R.~~T. ~~T.~~ Minimum Bill. The monthly minimum bill amount related to any customer whose load capacity is between ~~ten MW~~10,000 kW and less than ~~51 MW~~49,999 kW shall be an amount equal to the sum of the customer charge, energy charge, the greater of the demand charge or minimum demand charge, power cost adjustment, energy rate rider, transmission delivery cost adjustment, and any other authorized charges.

~~S.~~U. ~~U.~~ Sales Taxes. Sales taxes, where applicable, will be charged to Customer in addition to the above rates.

~~(Ord. No. 2025-47, § 3(Exh. A); Ord. No. 2025-33, § 3(Exh. A); Ord. No. 2024-46, § 4(Exh. B))~~

Sec. 13.04.0461. Month-to-Month Very Large Commercial & Industrial Service.

A. **Availability:** If a customer eligible for service under this section receives service without an executed electric service agreement, whether due to expiration, refusal, failure to execute, or other circumstance, the customer shall be billed under the Month-to-Month Very Large Commercial & Industrial Service rates set forth below. Such rates are intended to recover the City's costs, risks, and administrative burdens associated with serving a very large load without agreed forecasting, credit support, operational controls, and wholesale market protections. Month-to-Month Very Large Commercial & Industrial Service shall continue until an electric service agreement is executed by both the City and the customer or service is otherwise terminated in accordance with this Article and the City's Rules and Regulations.

These rates will be in effect for Customer's electric service until such time as an Electric Service Agreement is signed by both Customer and City, at which time the rates provided in the Electric Service Agreement will apply. The City will make a good faith effort to complete its review of the Electric Service Agreement and obtain approval in a timely manner.

B. Monthly Rate:

1. Customer Charge: $8,125 per month.

2. Energy Charge: $0.08755 per kWh.

3. Demand Charge: $19.65 per kW per month subject to Billed Demand as outlined in Section F below.

C. Power Cost Adjustment. The power cost adjustment charge under the above rate schedule shall be increased or decreased to reflect the application of a power cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.075.

D. Energy Rate Rider. In addition to the charges identified in B and C, Customers shall pay the energy rate rider ($/kWh) ("ERR") for all energy consumed.

E. Ratcheted Demand. In the event that the maximum kilowatt (kW) demand measured over a 15-minute interval, or such other interval as established by the City's metering standards, during the billing period of the customer exceeds (i) 80 percent of the Installed Capacity or (ii) the minimum demand as defined in the Electric Service Agreement, such demand shall be used to determine the Billed Demand and shall be applicable for a period of 12 consecutive months from the month in which such demand is measured ("Demand Ratchet").

F. Billed Demand. The billed demand shall be the greater of:

1. The measured maximum 15-minute demand in kilowatts (kW) recorded during the billing period, or

2. The contract minimum demand, if applicable, or

3. The Demand Ratchet, if specified in Section E of this rate schedule.

G. Billed Demand may be adjusted for power factor if the actual power factor falls below the threshold specified in this tariff.

H. Transmission Delivery Cost Adjustment. The transmission delivery cost adjustment charge under this rate schedule shall be increased or decreased to reflect the application of a transmission delivery cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.080.

I. Minimum Billed Demand. The minimum demand charge shall be 80 percent of the Installed Capacity, or as otherwise provided in the Electric Service Agreement between customer and City.

J. Power Factor. If the customer's power factor during a billing cycle is less than 0.95 lagging, the City may adjust the Billed Demand (kW) by applying a multiplier. This multiplier is calculated by dividing the target power factor (0.95) by the customer's actual power factor (which is less than 0.95). The resulting ratio will be multiplied by the Billed Demand for that billing cycle.

Sec. 13.04.050. Electric vehicle (EV) charger service.

A. ~~A.~~ Availability. ~~Available to~~

1. Applicable to nonresidential customers operating electric vehicle charging infrastructure ~~providers~~ whose design load is equal to or ~~actual usage exceeds~~greater than 500 kW ~~of peak demand,~~ but ~~does not exceed~~less than 2,000 kW ~~of peak demand, within~~during any billing period, as determined in accordance with Section 13.04.012.

2. This rate is available only where the ~~City of Georgetown~~customer's electric service ~~area and whose uses are not covered by a specific~~is primarily used to supply electric vehicle charging load, as determined by the City.

3. Customers must provide sub metered or equivalent data, in a form and frequency acceptable to the City, sufficient to identify electric vehicle charging load and support rate administration.

~~1.~~4. If a customer does not meet the requirements of this section, the City may require the customer to take service under the otherwise applicable rate schedule. ~~Companies must share sub-metered data to qualify for this rate.~~

~~A.~~B. ~~B.~~ Net Monthly Rate.

1. ~~1.~~ Customer Charge: $357.35 per month.

2. ~~2.~~ Energy Charge: $0.0577 per kWh.

3. ~~3.~~ Demand Charge: $16.34 per kW per month, ~~**~~(applied to Billed ~~on greater of actual demand OR~~ Demand.

i. Billed Demand. The Billed Demand for each billing period shall be the greatest of:

1. The customer's Actual Demand, as defined in Section 13.04.012;

2. Five hundred kilowatts (500 kW ~~OR~~); or

3. The Ratcheted Demand.

i.ii. Ratcheted Demand. The Ratcheted Demand shall be equal to 80 percent of peakthe highest Demand recorded during the most recent twelve (12) billing periods. Once established, such Ratcheted Demand shall remain in effect for twelve (12) consecutive billing months from the month demand over previous 12 month period). First month demand will be equal to system design demand. in which the highest Demand is measured.

4. Minimum Bill: $8,527.35 per month.

iii. C. Initial Demand Charge. For a new customer or a customer without twelve (12) months of demand history, the Billed Demand shall be the greater of the customer's Actual Peak Demand or the customer's Design Load, as determined by the City.

4. Minimum Bill: The minimum bill shall consist of the customer charge plus the minimum demand charge.

B.C. Power Cost Adjustment. The PCA charge under the above rate schedule shall be increased or decreased to reflect the application of a power cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.075.

C.D. D. Transmission Delivery Cost Adjustment. The TDCA charge under the above rate schedule shall be increased or decreased to reflect the application of a transmission delivery cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.080.

H.A. E. Sales Taxes. Sales taxes, where applicable, will be charged to the consumer in addition to the above rates.

E. Sec. 13.04. Sales Taxes. Sales taxes, where applicable, will be charged to the consumer in addition to the above rates.

Sec. 13.04.055. Municipal.

A. Availability. Applicable to City-owned and operated facilities whose uses are not covered by a specific rate schedule. Service rendered under this rate is subject to the City's Rules and Regulations.

B. Net Monthly Rate.

1. Customer Charge: $134.77 per month.

2. Energy Charge: $0.0715 per kWh.

3. Minimum Bill: $134.77 per month.

C. Power Cost Adjustment. The PCA charge under the above rate schedule shall be increased or decreased to reflect the application of a power cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.075.

D. Transmission Delivery Cost Adjustment. The TDCA charge under the above rate schedule shall be increased or decreased to reflect the application of a transmission delivery cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.080.

E. Sales Taxes. Sales taxes, where applicable, will be charged to the consumer in addition to the above rates.

Sec. 13.04.060. Economic development rate Power Pedestal service.

A. *Availability.* Applicable to entities eligible for economic development incentives from the City in the City's service territory. Service rendered under this rate is subject to the City's Rules and Regulations.

A. *Availability.* This rate is available for electric service provided through temporary or permanent power pedestal installations used to supply electricity for temporary, intermittent, or seasonal uses, including but not limited to festivals, public events, and decorative lighting. This rate shall apply only where such service:

1. Is provided through pedestal-type distribution infrastructure designed to serve multiple temporary or variable loads; and

2. cannot be reasonably billed to end users under another applicable rate schedule; and

3. Does not qualify for service under any other established rate schedule based on the nature of the load, metering configuration, or customer classification, as determined by the City.

This rate is intended for unique service configurations where standard rate schedules are not practicable. The City reserves the right to determine eligibility for service under this rate.

B. *Net Monthly Rate.*

~~1. Determined by contractual agreement with the City.~~1. Customer Charge: $0.00 per month.

2. Energy Charge: $0.1205 per kWh.

3. Minimum Bill: $0.00 per month.

C. *Power Cost Adjustment.* The PCA charge under the above rate schedule shall be increased or decreased to reflect the application of a power cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.075.

D. *Transmission Delivery Cost Adjustment.* The TDCA charge under the above rate schedule shall be increased or decreased to reflect the application of a transmission delivery cost adjustment per kWh of energy used, calculated in accordance with Section 13.04.080.

E. *Sales Taxes.* Sales taxes, where applicable, will be charged to the consumer in addition to the above rates.

Sec. 13.04.065. Retail outdoor lighting service.

A. *Applicability.* This rate applies to all unmetered retail outdoor lighting services installed on the customer premises, including municipal premises.

B. *Installation and maintenance.* The customer must request in writing, and the City must approve in writing, any installation of retail outdoor lighting to be installed on the customer's premises. Further, the customer must pay for all costs associated with installation, including, but not limited to all materials, labor, and installation costs. For new installations, a customer must agree to a term of service of not less than one year. The City reserves the right in its sole discretion to refuse or discontinue service at locations where excessive maintenance or lamp replacements occur. The City will maintain all lighting facilities incidental to providing this service.

C. *Billing.* Customer shall be billed monthly for retail outdoor lighting service as set forth in the monthly rates in Subsection D. Service rendered under this rate is subject to the City's ~~rules~~Rules and ~~regulations~~Regulations.

D. *Monthly rate.* High pressure sodium (HPL) lighting:

1. 100 watt HPL or equivalent—$8.50 per month, per light.

2. 200 watt HP or equivalent L—$14.50 per month, per light.

3. 250 watt HPL or equivalent—$16.70 per month, per light.

4. 400 watt HPL or equivalent—$23.50 per month, per light.

E. *Power cost adjustment.* The PCA charge under the above rate schedule shall be increased or decreased to reflect the application of a power cost adjustment per kWh of energy used or estimated, calculated in accordance with Section 13.04.075.

F. *Transmission delivery cost adjustment.* The TDCA charge under the above rate schedule shall be increased or decreased to reflect the application of a transmission delivery cost adjustment per kWh of energy used or estimated, calculated in accordance with Section 13.04.080.

G. *Sales taxes.* Sales taxes, where applicable, will be charged to the customer in addition to the above rates.

Sec. 13.04.070. Municipal street lighting service fee.

A. Applicability. This fee applies to all residents within the corporate boundaries of the City.

B. Purpose. This fee shall pay for City-owned and operated street lighting on all dedicated public streets, highways, expressways, and thoroughfares within the City limits, from dusk to dawn, or as determined by the City in its sole discretion.

C. Monthly Fee. Streetlight fee per account within City limits: $2.40. In instances where a single account provides service to multiple units (like a master-metered property), the monthly fee shall be assessed per individual unit served by that account.

D. Service. The City will maintain all municipal street lighting facilities within the corporate boundaries of the City. Service rendered under this Section is subject to the City's ~~rules~~Rules and ~~regulations~~Regulations.

Sec. 13.04.071. Reserved.

Sec. 13.04.075. Power cost adjustment factor.

A. *Availability.* The Power Cost Adjustment Factor (PCAF) shall be applied uniformly to the sales to all customers of the City.

B. *Calculation Method.* The purpose of this schedule is to accurately recover from City customers the cost of wholesale power purchases in excess of the base amount included in the City's electric retail rate schedules. Wholesale power purchases shall not include transmission charges, ERCOT Fees, delivery charges, and any other delivery fees necessary. Wholesale power purchases shall include but are not limited to fuel charges and substation charges. All wholesale power cost realized above the base amount shall be billed by the City on its monthly bills as a power cost adjustment, determined in accordance with the provisions set forth below. Periodically, the City will compare the total amount of power cost adjustment revenue to the actual energy costs and adjust the power cost adjustment factor (PCAF). The General Manager of the Utility is responsible to set the PCAF to recover the shortfall from customers or to refund the excess to customers and will report the financial status of the electric fund to the Council on a quarterly basis.

The formula for calculation of the power cost adjustment factor is as follows:

$$PCAF = \frac{WC - (P)(K) - CF}{S}$$

C. *Definitions.*

PCAF = Power cost adjustment ($ per kWh) rounded to the nearest $0.0001/kWh

WC = Total cost of power, not including transmission charges, ERCOT Fees, and delivery charges purchased by the City from its supplier for the immediately preceding wholesale billing period ($).

(P) = Total energy (kWh) purchased by the City from its supplier for the immediately preceding wholesale billing period (kWh).

(S) = Total estimated sales (kWh) to City customers for the current City billing period (kWh).

(K) = Base wholesale power cost included in the City's retail electric rate schedules.

CF = Correction factor adjustment to be applied in the current City billing period to provide for correction of the variance between power cost adjustment expenses which should have been recovered and actual power cost adjustment revenues received for the immediately preceding City billing period prior to the current City billing period ($).

The formula for calculation of the correction factor (CF) is as follows:

CF = (A) - (B)

Where:

(A) = The actual power cost adjustment revenues in dollars received from power cost adjustment for the immediately preceding City billing period.

(B) = The actual wholesale power cost not including transmission, ERCOT, congestion charges and other fees associated with delivery in dollars paid by the City in excess of the base amount of wholesale power cost included in the City's electric retail rate schedules for the second preceding wholesale billing record.

Sec. 13.04.080. Transmission delivery cost adjustment factor.

A. *Availability.* The Transmission Delivery Cost Adjustment Factor (TDCAF) shall be applied uniformly to the sales to all customers of the City, except sales made to guard light or municipal streetlight services.

B. *Calculation Method.* The purpose of this schedule is to accurately recover from City customers the cost of the transmission and delivery of wholesale power purchases in excess of the base amount included in the City's electric retail rate schedules. Transmission and delivery shall include but is not limited to transmission charges, ERCOT Fees, delivery charges, and any other delivery fees necessary. All transmission delivery cost realized above the base amount shall be billed by the City on its monthly bills as a transmission delivery adjustment, determined in accordance with the provisions set forth below. Periodically, the City will compare the total amount of transmission delivery adjustment revenue to the actual transmission delivery costs and adjust the TDCAF. The General Manager of the Utility is responsible to set the TDCAF to recover any shortfall from customers and refund any excess to customers.

The formula for calculation of the transmission delivery adjustment factor is as follows:

$$TDCAF = \frac{TC - (P)(K) - CF}{S}$$

C. *Definitions.*

TDCAF = Transmission delivery cost adjustment ($ per kWh) rounded to the nearest $0.0001/kWh.

TC = Total estimated transmission delivery cost including but not limited to transmission charges, ERCOT Fees, congestion fees, ancillary costs, QSE fees and any other costs associated with delivery of wholesale power purchased by the City from its supplier for the immediately preceding wholesale billing period ($).

(P) = Total energy (kWh) purchased by the City from its suppliers for the immediately preceding wholesale billing period (kWh).

(S) = Total estimated sales (kWh) to City customers for the current City billing period (kWh).

(K) = Base transmission delivery cost included in the City's retail electric rate schedules ($0.0048 per kWh).

CF = Correction factor adjustment to be applied in the current City billing period to provide for correction of the variance between transmission delivery adjustment expenses which should have been recovered and actual transmission delivery adjustment revenues received for the immediately preceding City billing period prior to the current City billing period ($).

The formula for calculation of the correction factor (CF) is as follows:

CF = (A) - (B)

Where:

(A) = The actual transmission delivery adjustment revenues in dollars received from transmission delivery cost adjustment for the immediately preceding City billing period.

(B) = The actual transmission delivery costs in dollars paid by the City in excess of the base amount of transmission delivery cost included in the City's electric retail rate schedules for the second preceding wholesale billing record.

Sec. 13.04.081. ~~Reserved.~~ Curtailment, interruption of service, and ERCOT-related charges

A. No Guarantee of Uninterrupted Service. Electric service is provided subject to the availability of supply and system conditions. The City does not guarantee an uninterrupted supply of electric service.

B. Curtailment and Interruption Authority. The City reserves the right to curtail, reduce, or interrupt delivery of electric service to any customer, in whole or in part (each, a "curtailment event"), under any of the following circumstances:

1. In response to directives, protocols, or emergency actions issued by the Electric Reliability Council of Texas (ERCOT) or other applicable reliability authority due to system reliability needs;
2. During events of force majeure;
3. During unplanned outages, including but not limited to failure of transmission or distribution facilities, equipment malfunction, forced outages, or damage to infrastructure; or
4. During planned outages or maintenance activities.

All customers served by the City are subject to curtailment events.

C. Force majeure. "Force majeure" means an event or circumstance that:

1. Prevents a party from performing its obligations under this Article;
2. Is beyond the reasonable control of such party;
3. Was not reasonably foreseeable, or if foreseeable could not have been avoided through the exercise of due diligence;
4. Is not the result of such party's negligence or fault; and
5. Cannot be overcome or avoided through the exercise of due diligence.

D. Customer Compliance. Customers shall comply with all curtailment or interruption directives issued by the City during a curtailment event, including directives to reduce load, cease usage, or otherwise modify consumption as directed.

E. Liability for Non-Compliance. A customer who fails to comply with curtailment directives shall be responsible for any costs, charges, penalties, or liabilities incurred by the City as a result of such non-compliance, including but not limited to ERCOT uplift charges, securitization charges, settlement charges, penalties, fines, or other market-related costs imposed directly or indirectly on the City.

F. ERCOT settlement amounts and cost responsibility. All customers shall be responsible for costs and expenses incurred by the City associated with providing electric service that are attributable to such customer's load, including but not limited to: ERCOT settlement costs; sub-QSE fees; load ratio share charges; ERCOT administrative fees; Electric Reliability Organization fees; uplift charges to load; ancillary service costs; ERCOT miscellaneous invoices; and any other charges, fees, or costs assessed by ERCOT or any governmental authority (collectively, "ERCOT settlement amounts").

Such costs may include verifiably documented incremental administrative or procurement costs incurred by the City in serving the customer's load. Customers shall also be responsible for costs associated with energy usage that exceeds the customer's designated or reasonably expected load characteristics, including any additional costs incurred by the City to procure energy or ancillary services.

G. Market risk acknowledgment. Customers acknowledge that wholesale electric markets, including the ERCOT market, are subject to price volatility and regulatory change. Such risks may include, but are not limited to, exposure to day-ahead and real-time market prices, changes in ERCOT protocols or pricing structures, transmission constraints, generation availability, weather-related conditions, and changes in regulatory or market requirements. The City does not control such conditions and shall not be responsible for impacts to customer costs resulting from such conditions.

H. Disconnection for Non-Compliance. The City shall have the right to disconnect or otherwise limit electric service to enforce compliance with curtailment directives.

I. Limitation of Liability. The City shall not be liable for any damages resulting from curtailment, interruption, disconnection of service, or market-related costs. Customers shall not be relieved of their obligation to pay for electric service and associated charges during a curtailment event.

J. Governmental authority. "Governmental authority" means any federal, state, local, or municipal government, or any governmental, quasi-governmental, regulatory, or administrative agency, commission, or authority, including but not limited to ERCOT, the Public Utility Commission of Texas (PUCT), the Federal Energy Regulatory Commission (FERC), the North American Electric Reliability Corporation (NERC), or the Texas Reliability Entity.

Sec. 13.04.082. ~~Reserved~~ Customer responsibility for interference and damage to electric system.

A. Customer responsibility for system impacts. Customers shall operate their equipment and facilities in a manner that does not cause voltage fluctuations, disturbances, harmonics, waveform distortion, interference, or other conditions that adversely affect the City's electric system, other customers, or telecommunication facilities.

B. Determination of interference. If the City determines that a customer's equipment or operations are causing or contributing to such conditions, and such conditions are reasonably identified, documented, and capable of verification, the City may require the customer to take corrective action.

C. Corrective action required. The City may require the customer, at the customer's sole cost and expense, to install, operate, and maintain equipment or take other measures necessary to eliminate or mitigate such conditions, including but not limited to power conditioning equipment, filtering devices, or other corrective apparatus.

D. Failure to correct. If the customer fails to take corrective action within a reasonable period after notice from the City, the City shall have the right to take such actions as it deems necessary to protect the electric system and other customers, including but not limited to:

1. Implementing operational restrictions;
2. Temporarily disconnecting or limiting electric service; or
3. Undertaking corrective measures directly.

The customer shall be responsible for all expenses incurred by the City in connection with such actions.

E. Immediate disconnection for safety. The City may disconnect electric service immediately and without prior notice if the customer's equipment or operations create conditions that pose an imminent threat to the safety of persons, the integrity of the electric system, or the protection of property.

F. Limitation of liability. The City shall not be liable for any damages resulting from actions taken under this section.

Sec. 13.04.083. ~~Reserved~~Demand response and third-party load commitments.

A. Applicability. This section applies to customers served under the Large Commercial and Industrial, Very Large Commercial and Industrial, or any electric service agreement rate or service arrangement, and to any other customer whose load the City determines may affect wholesale power supply, ERCOT settlement, system reliability, or City resource obligations.

B. City Consent Required.: Customer shall not enroll in, participate in, or otherwise commit Load served to any Demand Response Program, including (i) current or future ERCOT programs as a Load Resource or Controllable Load Resource, or in Emergency Response Service or (ii) other third-party demand response programs without the prior written consent of City, which consent City may withhold in its sole discretion..

a. Maximum Permissible Load Participation. To the extent that City consents to Customer's participation in ERCOT or other third-party Demand Response Programs, Customer shall obtain the required authorization and approval from the City at least annually, including the Non-Opt-In Entity ("**NOIE**") form or the appropriate authorization from the City, to participate in any demand-side management or load-provided service programs offered by ERCOT or any other third party, and City will determine, in its sole discretion, the maximum permissible participation by Customer in such programs ("**Maximum Permissible Load Participation**"). City has the right to withdraw attestation of NOIE authorization or its approval of participation in any DR program or adjust the Maximum Permissible Load Participation at any time. Customer shall be responsible for all metering and QSE requirements in connection with such programs and shall comply with the requirements for participation in such programs

b. Customer shall be solely responsible for all liabilities, costs, expenses and penalties in connection with Customer's participation in these programs.

C. Customer Minimum Load.

a. Customer shall be required to maintain a minimum base Load (the "**Customer Minimum Load**"), which represents the Customer's load shed obligations to meet their portion of the City's overall load shed obligations.. This amount of Load may not be eligible to participate in DR Programs, as the Load must be available to shed during ERCOT emergency events. The Customer Minimum Load amount may be updated by the City in its sole discretion. If Customer use falls below any Customer Minimum Load, City reserves the right to assess penalties Notwithstanding the foregoing, the Parties recognize that the foregoing minimum load requirement of Customer during emergency events is subject to actual ERCOT Protocols and Applicable Law at the time of the event, which ERCOT and any other Governmental Authority may revise from time to time, and Customer agrees to comply with the actual ERCOT Protocols and Applicable Law at the time of the event and any applicable revisions to the ERCOT Protocols or Applicable Law. City and Customer will comply with all emergency load shedding obligations imposed by ERCOT, Applicable Law and any Change in Law related to the provision of retail electric service to Customer.

b. Customer shall maintain any Customer Minimum Load at all times (24/7/365) until instructed by City for interruption to meet a load shed requirement. If Customer fails to maintain its Customer

Minimum Load at any time during an ERCOT settlement interval in which a Customer Minimum Load is required, then Customer shall pay as a liquidated remedy for such failure, within thirty (30) days of notification of violation by City, a deficiency amount for the deficiency period which shall be measured as the difference between (x) the Customer Minimum Load and (y) the lowest actual Customer Load during such settlement interval, times the ERCOT HCAP, summed for all affected settlement intervals during the applicable payment period. The Customer Minimum Load shall be measured at the Point of Service..

D. Interruption of Service and Participation in DR Programs. City shall have the right in its sole discretion to curtail or interrupt Service to Customer without liability to Customer for any reason, including but not limited to Customer's inability to participate and perform in DR Programs during such curtailment.

E. Conditions of Consent. The City may condition consent on metering, telemetry, operational controls, scheduling protocols, communication requirements, financial assurance, indemnity, or other requirements necessary to protect the City, its customers, and the electric system.

F. Customer Responsibility. A customer that participates in a demand response program without City consent, or fails to comply with conditions of consent, shall be responsible for all costs, charges, penalties, settlement amounts, losses, or liabilities incurred by the City arising from such participation or failure.

G. Participation in any demand response program shall not limit the City's right to curtail, interrupt, reduce, or disconnect service in accordance with the City's Rules and Regulations, ERCOT requirements, or the customer's electric service agreement.

Sec. 13.04.084. Energy efficiency and energy conservation fee.

A. Availability. This monthly fee will be charged to all electric meters for all rate classes.

B. Monthly Rate.

Rate Class	Fee
Residential	$1.00
Net Energy Metering—Residential	$1.00
Small General	$1.00
Net Energy Metering—Small General	$1.00
School	$5.00
Municipal Water and Wastewater Pumping	$5.00
Municipal	$5.00
Large General	$10.00
Commercial & Industrial	$15.00
Large Commercial & Industrial	$25.00
Very Large Commercial & Industrial	$25.00

C. Sales taxes. Sales taxes, where applicable, will be charged to the consumer in addition to the above fee.

D. Use of Funds. Use of funds collected from the energy efficient and energy conservation fee, including all funds previously collected pursuant to this Section, shall be limited to energy efficiency and conservation program costs, activities, and financial incentives, including, but not limited to the following:

1. Program Design and Administration Costs.

a. Staffing and Administrative Costs. Salaries and benefits for program managers, coordinators, analysts, and administrative support personnel, along with the associated administrative costs to support such personnel.

b. Consulting Fees. Costs for hiring external consultants or firms to assist with program design, evaluation, and implementation.

2. Incentives and Rebates.

a. Direct Incentives. Payments or rebates provided to consumers, businesses, or utilities for adopting certain energy-efficient technologies or practices.

b. Equipment. Costs for purchasing and dispersing certain energy-efficient appliances to certain customers.

3. Marketing and Outreach Costs.

a. Public Awareness Campaigns. Costs associated with advertising, media outreach, and educational materials to promote energy efficiency among consumers and businesses.

b. Workshops and Training. Expenses related to organizing workshops, seminars, and training sessions for stakeholders related to energy-saving practices.

4. Evaluation and Measurement Costs.

a. Impact Evaluation. Costs associated with conducting studies or evaluations to measure the effectiveness and outcomes of energy efficiency programs.

b. Data Collection. Expenses for collecting and analyzing data related to energy consumption, savings, and program participation.

5. Regulatory and Compliance Costs. Fees or costs associated with regulatory filings, compliance reporting, and meeting regulatory requirements set by state or local authorities.

6. Long-Term Maintenance and Monitoring Costs. Costs associated with ongoing maintenance, monitoring, and evaluation of installed energy-efficient measures or technologies.

Sec. 13.04.085. Reserved.

Sec. 13.04.090. Reserved.

Secs. 13.04.095, 13.04.100. Reserved.

City of Georgetown, Texas
City Council
August 25, 2026

SUBJECT:
Second Reading - 2026 Annual Service Plan Update to the Service and Assessment Plan with updated Assessment Roll for Parks at Westhaven PID

SUGGESTED ACTION:
Second Reading of an Ordinance approving the 2026 Annual Service Plan Update to the Service and Assessment Plan including an updated Assessment Roll for Parks at Westhaven Public Improvement District in accordance with Chapter 372 of the Texas Local Government Code -- Nick Woolery, Assistant City Manager, Andrea Barnes, P3Works, LLC, City of Georgetown's PID Administrator

ITEM SUMMARY:
The City Council of the City of Georgetown ("City Council") adopted Resolution No. 012621-M creating the Parks at Westhaven Public Improvement District (the "District") on January 26, 2021 after notice and hearing in accordance with the requirements of the Texas Local Government Code Chapter 372 (the "PID Act").

Subsequently, the City Council adopted Ordinance No. 2021-17 ("Assessment Ordinance") on March 23, 2021 which, among other things, approved the Service and Assessment Plan ("SAP"), the levy of Assessments for Assessed Property within the District, and the Assessment Roll.

On March 22, 2022, the City Council adopted Ordinance No. 2022-30 (the "Bond Ordinance") authorizing the issuance of the City's Special Assessment Revenue Bonds, Series 2022 (Parks at Westhaven Public Improvement District) (the "Bonds") and accepting an approving an update to the SAP, as the Annual Service Plan Update for 2022, to reflect the issuance of the Bonds and the interest rates thereon.

Pursuant to the PID Act, the SAP and Assessment Roll must be reviewed and updated annually.

Attached is an Ordinance accepting and approving the 2026 Annual Service Plan Update, which updates the SAP and Assessment Roll per the PID Act and includes the Five Year Budget Forecast and Assessment Roll with the Annual Installment amount due on or before January 31, 2027.

FINANCIAL IMPACT:
None to the City.

SUBMITTED BY:
Angela McBride, City Manager's Office

ATTACHMENTS:
2026-07-15_GEO_Parks at Westhaven_Ordinance.pdf
2026-07-23_GEO_Parks at Westhaven_2026_SAP.pdf

2026-08-11_GEO_Parks at Westhaven_2026 SAP Update.pdf

ORDINANCE NO. _____

A ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS ("CITY"), AUTHORIZING AN ANNUAL SERVICE PLAN UPDATE AND AN UPDATE TO THE ASSESSMENT ROLL FOR PARKS AT WESTHAVEN PUBLIC IMPROVEMENT DISTRICT, IN ACCORDANCE WITH CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; MAKING SUCH OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND DECLARING AN EFFECTIVE DATE

WHEREAS, the City Council of the City of Georgetown ("City Council") adopted Resolution No. 012621-M creating the Parks at Westhaven Public Improvement District on January 26, 2021 after notice and hearing in accordance with the requirements of the Texas Local Government Code Chapter 372;

WHEREAS, the City Council adopted Ordinance No. 2021-17 ("Assessment Ordinance") on March 23, 2021, levying Assessments for costs of Improvements, approving a Service and Assessment Plan ("SAP"), approving a Construction Financing and Reimbursement Agreements, and approving a Landowner Agreement.

WHEREAS, On May 17, 2021, the Parks at Westhaven Phase 1 Plat ("Phase 1 Plat") was filed and recorded in the real property records.

WHEREAS, the SAP provided the definition for Trigger Date, Assessment Plan and Terms of the Assessments.

WHEREAS, the City Council has received an update to the SAP ("2021 Annual Service Plan Update") in accordance with the definition for Trigger Date, Assessment Plan and Terms of the Assessments.

WHEREAS, on March 22, 2022 the City Council adopted Ordinance No. 2022-30 (the "Bond Ordinance") authorizing the issuance of the City's Special Assessment Revenue Bonds, Series 2022 (Parks at Westhaven Public Improvement District) (the "Bonds") and accepting an approving an update to the SAP, as the Annual Service Plan Update for 2022 ("2022 Annual Service Plan Update"), to reflect the issuance of the Bonds and the interest rates thereon.

WHEREAS, the City Council has received an update to the SAP ("2023 Annual Service Plan Update") including an updated Assessment Roll in accordance with Chapter 372 of the Texas Local Government Code, as amended ("PID Act").

WHEREAS, the City Council has received an update to the SAP ("2024 Annual Service Plan Update") including an updated Assessment Roll in accordance with Chapter 372 of the Texas Local

Government Code, as amended ("PID Act").

WHEREAS, the City Council has received an update to the SAP ("2025 Annual Service Plan Update") including an updated Assessment Roll in accordance with Chapter 372 of the Texas Local Government Code, as amended ("PID Act").

WHEREAS, the City Council has received an update to the SAP ("2026 Annual Service Plan Update") including an updated Assessment Roll in accordance with Chapter 372 of the Texas Local Government Code, as amended ("PID Act").

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

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

Section 2. The 2026 Annual Service Plan Update attached hereto as Exhibit A, including the updated Assessment Roll contained therein, is hereby approved and accepted by the City Council.

Section 3. All ordinances or resolutions that are in conflict with the provisions of this ordinance are, and the same 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 4. If any provision of this ordinance, or application thereof, to any person or circumstance, shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are hereby declared to be severable.

Section 5. The Mayor is hereby authorized to sign this ordinance and the City Secretary to attest. This Ordinance shall become effective and be in full force and effect in accordance with the provisions of the City Charter of the City of Georgetown.

PASSED AND APPROVED on First Reading on the _____of _____, 2026.

PASSED AND APPROVED on Second Reading on the _____ of _____, 2026.

ATTEST: THE CITY OF GEORGETOWN

_____ _____

Robyn Densmore, City Secretary Josh Schroeder, Mayor

_____

Skye Masson, City Attorney

PARKS AT WESTHAVEN
PUBLIC IMPROVEMENT DISTRICT
2026 ANNUAL SERVICE PLAN UPDATE

AUGUST 11, 2026

INTRODUCTION

Capitalized terms used in this 2026 Annual Service Plan Update not otherwise defined herein shall have the meanings set forth in the Amended and Restated Service and Assessment Plan (the "2022 SAP").

The District was created pursuant to the PID Act by Resolution No. 012621-M on January 26, 2021, by the governing body of the City of Georgetown (the "Governing Body") to finance certain Authorized Improvements for the benefit of the property in the District.

On March 23, 2021, the Governing Body approved the 2021 Service and Assessment Plan for the District by adopting Ordinance No. 2021-17 which (1) approved the levy of certain Assessments for Assessed Property within the District and (2) approved the District Assessment Roll.

On August 24, 2021, the Governing Body approved the 2021 Annual Service Plan Update for the District by Resolution No. 082321-J, which updated each Assessment Roll within the District for 2021.

On March 22, 2022, the Governing Body approved the 2022 SAP for the District by adopting Ordinance No. 2022-30, which approved the issuance of PID Bonds and updated the Assessment Roll for 2022.

On August 22, 2023, the Governing Body approved the 2023 Annual Service Plan Update for the District by adopting Ordinance No. 2023-40 which updated each Assessment Roll within the District for 2023.

On September 10, 2024, the Governing Body approved the 2024 Annual Service Plan Update for the District by adopting Ordinance No. 2024-43 which updated each Assessment Roll within the District for 2024.

On July 22, 2025, the Governing Body approved the 2025 Annual Service Plan Update for the District by adopting Ordinance No. 2025-39 which updated each Assessment Roll within the District for 2025.

The 2022 SAP identified the Authorized Improvements to be constructed for the benefit of the Assessed Property within the District, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements, and the manner of assessing the property in the District for the costs of the Authorized Improvements. Pursuant to the PID Act,

the 2022 SAP must be reviewed and updated annually. This document is the Annual Service Plan Update for 2026.

The Governing Body also adopted each Assessment Roll identifying the Assessments on Parcel of Assessed Property within the District, based on the method of assessment identified in the 2022 SAP. This 2026 Annual Service Plan Update also updates the Assessment Rolls for 2026.

PARCEL SUBDIVISION

- The final plat of Bridgehaven Phase 1 was filed and recorded with the County as document number 2021073328 on May 17, 2021.
- The final plat of Bridgehaven Phase 2 was filed and recorded with the County as document number 2021180675 on November 29, 2021.
- The final plat of Bridgehaven Phase 3 was filed and recorded with the County as document number 2021180911 on November 29, 2021.
- The final plat of Bridgehaven Phase 4 was filed and recorded with the County as document number 2022070809 on June 9, 2022.

See **Exhibit C** for the Lot Type classification map.

LOT AND HOME SALES

Current ownership within the District is based on information provided by the Developer and available information and is subject to change as development occurs and property is conveyed. Updated ownership and development information for Assessments securing PID Bonds may be available through continuing disclosure filings accessible via the SEC's EMMA by searching for the District. For Assessments securing reimbursement obligations to the Developer, the summary of current ownership within the property securing such Assessment is based on information provided by the Developer and other publicly available records. See **Exhibit D** for buyer disclosures.

AUTHORIZED IMPROVEMENTS

A summary of the Authorized Improvements, including the original estimated costs of the Authorized Improvements and allocation of such costs, is provided in the 2022 SAP. The Authorized Improvements and estimated costs as described in the 2022 SAP are for Assessment purposes and do not represent a guarantee of construction timing or Actual Costs.

Information regarding the status of Authorized Improvements, including construction progress, estimated completion timing, and budget information, including any updates to the original estimates of costs, is based on information provided by the Developer and other available project information at the time such information is compiled. Such information may be updated from time to time.

OUTSTANDING ASSESSMENT

The District has an outstanding Assessment of $7,007,000.00.

Information for Assessments securing PID Bonds may be available through continuing disclosure filings accessible via EMMA website by searching for the District. For Assessments securing reimbursement obligations to the Developer, the summary of current construction status within the property securing such Assessment is based on information provided by the Developer and other publicly available records. A debt service schedule is attached as **Exhibit B**.

ANNUAL INSTALLMENT DUE 1/31/2027

- ***Principal and Interest*** – The total principal and interest required for the Annual Installment is shown below.

- ***Additional Interest*** – Additional Interest is collected and deposited into an account of the Reserve Fund. The Additional Interest is calculated in accordance with the governing documents, resulting in the Annual Installment as shown below.

District	
Due January 31, 2027	
Principal	$220,000.00
Interest	287,585.00
Additional Interest	35,035.00
Annual Collection Costs	61,578.26
Total Annual Installment	**$604,198.26**

- ***Annual Collection Costs***– The cost of administering the District shall be paid for on a pro rata basis by each Parcel based on the amount of outstanding Assessment remaining on the Parcel. The total Annual Collection Costs budgeted for the Annual Installment is shown below.

Annual Collection Costs	
PID Administrator	$ 33,122.42
City Auditor	2,500.00
City Fee	10,000.00
Filing Fees	1,000.00
County Collection	1,000.00
PID Trustee Fees	4,500.00
P3Works Dev/Issuer CDA Review	4,025.00
Collection Cost Maintenance Balance	10,000.00
Less CCMB Credit from Prior Years	(6,069.16)
Arbitrage	1,500.00
Total	**$ 61,578.26**

PREPAYMENT OF ASSESSMENTS

Information regarding any full or partial Prepayments of the Assessments are reflected in the corresponding Assessment Roll.

SERVICE PLAN – FIVE YEAR BUDGET FORECAST

The PID Act requires the annual indebtedness and projected costs for the Authorized Improvements to be reviewed and updated in the Annual Service Plan Update, and the projection shall cover a period of not less than five years, and is included below:

		District				
Annual Installments Due		**1/31/2027**	**1/31/2028**	**1/31/2029**	**1/31/2030**	**1/31/2031**
Principal		$220,000.00	$228,000.00	$236,000.00	$246,000.00	$256,000.00
Interest		287,585.00	279,610.00	270,775.00	261,630.00	252,097.50
	(1)	$507,585.00	$507,610.00	$506,775.00	$507,630.00	$508,097.50
Additional Interest	(3)	$ 35,035.00	$ 33,935.00	$ 32,795.00	$ 31,615.00	$ 30,385.00
Annual Collection Costs	(2)	$ 61,578.26	$ 57,270.37	$ 58,415.78	$ 59,584.10	$ 60,775.78
Total Annual Installment	**(4) = (1) + (2) + (3)**	**$604,198.26**	**$598,815.37**	**$597,985.78**	**$598,829.10**	**$599,258.28**

ASSESSMENT ROLL

The list of current Parcels or Lots within the District, the corresponding total Assessments, and current Annual Installment are shown on the corresponding Assessment Roll attached hereto as **Exhibit A**. The Annual Installment due on each Parcel or Lot may be updated to reflect prepayments and/or redemptions paid prior to the Annual Installment being billed to the owner

of the Parcel or Lot. The Parcels or Lots of Assessed Property shown on the corresponding Assessment Roll will receive the bills for the 2026 Annual Installments which will be delinquent if not paid by January 31, 2027. The Parcel IDs shown within an Assessment Roll are subject to change based on the final certified rolls provided by the County prior to billing

ADDITIONAL INFORMATION

If the owner of a Parcel claims that an error has been made in any Assessment Roll required by the 2022 SAP, a prior Annual Service Plan Update, or this 2026 Annual Service Plan Update, the owner's sole and exclusive remedy shall be to submit a written notice of error to the Administrator (at admin@p3-works.com) by December 1st of the year in connection with the approval of such year's Annual Service Plan Update. Otherwise, the owner shall be deemed to have unconditionally approved and accepted the Annual Service Plan Update. The Administrator shall provide a written response to the Governing Body and the owner not later than 30 days after receipt of such written notice of error by the Administrator. The Governing Body shall consider the owner's notice of error and the Administrator's response at a public meeting, and, not later than 30 days after closing such meeting, the Governing Body shall make a final determination as to whether an error has been made. If the Governing Body determines that an error has been made, the Governing Body shall take such corrective action as is authorized by the PID Act, this 2026 Annual Service Plan Update, the applicable Assessment Ordinance, the applicable Indenture, or as otherwise authorized by the discretionary power of the Governing Body. The determination by the Governing Body as to whether an error has been made, and any corrective action taken by the Governing Body shall be final and binding on the owner and the Administrator.

EXHIBIT A–ASSESSMENT ROLL

		Parks at Westhaven[a]	
Property ID[b]	Lot Type	Outstanding Assessment[c]	Annual Installment Due 1/31/2027[d]
R610213	2(A)	$ 16,570.61	$ 1,501.82
R610214	2(A)	$ 16,570.61	$ 1,501.82
R610215	2(A)	$ 16,570.61	$ 1,501.82
R610216	2(A)	$ 16,570.61	$ 1,501.82
R610217	2(A)	$ 16,570.61	$ 1,501.82
R610218	2(A)	$ 16,570.61	$ 1,501.82
R610219	2(A)	$ 16,570.61	$ 1,501.82
R610220	2(A)	$ 16,570.61	$ 1,501.82
R610221	3(A)	$ 18,110.63	$ 1,641.39
R610222	Non-Benefited	$ -	$ -
R610223	3(A)	$ 18,110.63	$ 1,641.39
R610224	2(A)	$ 16,570.61	$ 1,501.82
R610225	2(A)	$ 16,570.61	$ 1,501.82
R610226	2(A)	$ 16,570.61	$ 1,501.82
R610227	2(A)	$ 16,570.61	$ 1,501.82
R610228	2(A)	$ 16,570.61	$ 1,501.82
R610229	2(A)	$ 16,570.61	$ 1,501.82
R610230	2(A)	$ 16,570.61	$ 1,501.82
R610231	Non-Benefited	$ -	$ -
R610232	2(A)	$ 16,570.61	$ 1,501.82
R610233	2(A)	$ 16,570.61	$ 1,501.82
R610234	2(A)	$ 16,570.61	$ 1,501.82
R610235	2(A)	$ 16,570.61	$ 1,501.82
R610236	2(A)	$ 16,570.61	$ 1,501.82
R610237	2(A)	$ 16,570.61	$ 1,501.82
R610238	2(A)	$ 16,570.61	$ 1,501.82
R610239	3(A)	$ 18,110.63	$ 1,641.39
R610240	2(A)	$ 16,570.61	$ 1,501.82
R610241	2(A)	$ 16,570.61	$ 1,501.82
R610242	2(A)	$ 16,570.61	$ 1,501.82
R610243	2(A)	$ 16,570.61	$ 1,501.82
R610244	2(A)	$ 16,570.61	$ 1,501.82
R610245	2(A)	$ 16,570.61	$ 1,501.82
R610246	2(A)	$ 16,570.61	$ 1,501.82
R610247	2(A)	$ 16,570.61	$ 1,501.82
R610248	2(A)	$ 16,570.61	$ 1,501.82
R610249	2(A)	$ 16,570.61	$ 1,501.82
R610250	2(A)	$ 16,570.61	$ 1,501.82
R610251	2(A)	$ 16,570.61	$ 1,501.82
R610252	2(A)	$ 16,570.61	$ 1,501.82

		Parks at Westhaven[a]	
Property ID[b]	Lot Type	Outstanding Assessment[c]	Annual Installment Due 1/31/2027[d]
R610253	2(A)	$ 16,570.61	$ 1,501.82
R610254	2(A)	$ 16,570.61	$ 1,501.82
R610255	2(A)	$ 16,570.61	$ 1,501.82
R610256	2(A)	$ 16,570.61	$ 1,501.82
R610257	2(A)	$ 16,570.61	$ 1,501.82
R610258	2(A)	$ 16,570.61	$ 1,501.82
R610259	Commercial	$ 190,233.60	$ 16,142.39
R610260	2(A)	$ 16,570.61	$ 1,501.82
R610261	2(A)	$ 16,570.61	$ 1,501.82
R610262	2(A)	$ 16,570.61	$ 1,501.82
R610263	2(A)	$ 16,570.61	$ 1,501.82
R610264	2(A)	$ 16,570.61	$ 1,501.82
R610265	2(A)	$ 16,570.61	$ 1,501.82
R610266	2(A)	$ 16,570.61	$ 1,501.82
R610267	2(A)	$ 16,570.61	$ 1,501.82
R610268	Non-Benefited	$ -	$ -
R610269	2(A)	$ 16,570.61	$ 1,501.82
R610270	2(A)	$ 16,570.61	$ 1,501.82
R610271	2(A)	$ 16,570.61	$ 1,501.82
R610272	2(A)	$ 16,570.61	$ 1,501.82
R610273	2(A)	$ 16,570.61	$ 1,501.82
R610274	2(A)	$ 16,570.61	$ 1,501.82
R610275	2(A)	$ 16,570.61	$ 1,501.82
R610276	2(A)	$ 16,570.61	$ 1,501.82
R610277	2(A)	$ 16,570.61	$ 1,501.82
R610278	2(A)	$ 16,570.61	$ 1,501.82
R610279	2(A)	$ 16,570.61	$ 1,501.82
R610280	2(A)	$ 16,570.61	$ 1,501.82
R610281	2(A)	$ 16,570.61	$ 1,501.82
R610282	2(A)	$ 16,570.61	$ 1,501.82
R610283	2(A)	$ 16,570.61	$ 1,501.82
R610284	2(A)	$ 16,570.61	$ 1,501.82
R610285	2(A)	$ 16,570.61	$ 1,501.82
R610286	2(A)	$ 16,570.61	$ 1,501.82
R610287	2(A)	$ 16,570.61	$ 1,501.82
R610288	2(A)	$ 16,570.61	$ 1,501.82
R610289	2(A)	$ 16,570.61	$ 1,501.82
R610290	2(A)	$ 16,570.61	$ 1,501.82
R610291	2(A)	$ 16,570.61	$ 1,501.82
R610292	2(A)	$ 16,570.61	$ 1,501.82

		Parks at Westhaven[a]	
Property ID[b]	Lot Type	Outstanding Assessment[c]	Annual Installment Due 1/31/2027[d]
R610293	2(A)	$ 16,570.61	$ 1,501.82
R610294	2(A)	$ 16,570.61	$ 1,501.82
R610295	2(A)	$ 16,570.61	$ 1,501.82
R610296	2(A)	$ 16,570.61	$ 1,501.82
R610297	3(A)	$ 18,110.63	$ 1,641.39
R610298	2(A)	$ 16,570.61	$ 1,501.82
R610299	2(A)	$ 16,570.61	$ 1,501.82
R610300	2(A)	$ 16,570.61	$ 1,501.82
R610301	2(A)	$ 16,570.61	$ 1,501.82
R610302	2(A)	$ 16,570.61	$ 1,501.82
R610303	2(A)	$ 16,570.61	$ 1,501.82
R610304	2(A)	$ 16,570.61	$ 1,501.82
R610305	2(A)	$ 16,570.61	$ 1,501.82
R610306	2(A)	$ 16,570.61	$ 1,501.82
R610307	2(A)	$ 16,570.61	$ 1,501.82
R610308	2(A)	$ 16,570.61	$ 1,501.82
R610309	2(A)	$ 16,570.61	$ 1,501.82
R610310	2(A)	$ 16,570.61	$ 1,501.82
R610311	2(A)	$ 16,570.61	$ 1,501.82
R610312	2(A)	$ 16,570.61	$ 1,501.82
R610313	2(A)	$ 16,570.61	$ 1,501.82
R610314	2(A)	$ 16,570.61	$ 1,501.82
R610315	2(A)	$ 16,570.61	$ 1,501.82
R610316	3(A)	$ 18,110.63	$ 1,641.39
R623103	Non-Benefited	$ -	$ -
R623104	2(B)	$ 17,073.07	$ 1,448.75
R623105	2(B)	$ 17,073.07	$ 1,448.75
R623106	2(B)	$ 17,073.07	$ 1,448.75
R623107	2(B)	$ 17,073.07	$ 1,448.75
R623108	2(B)	$ 17,073.07	$ 1,448.75
R623109	2(B)	$ 17,073.07	$ 1,448.75
R623110	2(B)	$ 17,073.07	$ 1,448.75
R623111	2(B)	$ 17,073.07	$ 1,448.75
R623112	2(B)	$ 17,073.07	$ 1,448.75
R623113	3(B)	$ 18,659.79	$ 1,583.39
R623114	3(B)	$ 18,659.79	$ 1,583.39
R623115	3(B)	$ 18,659.79	$ 1,583.39
R623116	3(B)	$ 18,659.79	$ 1,583.39
R623117	2(B)	$ 17,073.07	$ 1,448.75
R623118	2(B)	$ 17,073.07	$ 1,448.75

		Parks at Westhaven[a]	
Property ID[b]	Lot Type	Outstanding Assessment[c]	Annual Installment Due 1/31/2027[d]
R623119	2(B)	$ 17,073.07	$ 1,448.75
R623120	3(B)	$ 18,659.79	$ 1,583.39
R623121	2(B)	$ 17,073.07	$ 1,448.75
R623122	2(B)	$ 17,073.07	$ 1,448.75
R623123	2(B)	$ 17,073.07	$ 1,448.75
R623124	2(B)	$ 17,073.07	$ 1,448.75
R623125	Non-Benefited	$ -	$ -
R623126	2(B)	$ 17,073.07	$ 1,448.75
R623127	2(B)	$ 17,073.07	$ 1,448.75
R623128	2(B)	$ 17,073.07	$ 1,448.75
R623129	3(B)	$ 18,659.79	$ 1,583.39
R623130	3(B)	$ 18,659.79	$ 1,583.39
R623131	3(B)	$ 18,659.79	$ 1,583.39
R623132	3(B)	$ 18,659.79	$ 1,583.39
R623133	3(B)	$ 18,659.79	$ 1,583.39
R623134	3(B)	$ 18,659.79	$ 1,583.39
R623135	3(B)	$ 18,659.79	$ 1,583.39
R623136	Non-Benefited	$ -	$ -
R623137	2(B)	$ 17,073.07	$ 1,448.75
R623138	2(B)	$ 17,073.07	$ 1,448.75
R623139	2(B)	$ 17,073.07	$ 1,448.75
R623140	2(B)	$ 17,073.07	$ 1,448.75
R623141	2(B)	$ 17,073.07	$ 1,448.75
R623142	2(B)	$ 17,073.07	$ 1,448.75
R623143	2(B)	$ 17,073.07	$ 1,448.75
R623144	2(B)	$ 17,073.07	$ 1,448.75
R623145	2(B)	$ 17,073.07	$ 1,448.75
R623146	2(B)	$ 17,073.07	$ 1,448.75
R623147	3(B)	$ 18,659.79	$ 1,583.39
R623148	3(B)	$ 18,659.79	$ 1,583.39
R623149	3(B)	$ 18,659.79	$ 1,583.39
R623150	3(B)	$ 18,659.79	$ 1,583.39
R623151	Non-Benefited	$ -	$ -
R623152	Non-Benefited	$ -	$ -
R623153	Non-Benefited	$ -	$ -
R623154	2(B)	$ 17,073.07	$ 1,448.75
R623155	2(B)	$ 17,073.07	$ 1,448.75
R623156	2(B)	$ 17,073.07	$ 1,448.75
R623157	2(B)	$ 17,073.07	$ 1,448.75
R623158	2(B)	$ 17,073.07	$ 1,448.75

		Parks at Westhaven[a]	
Property ID[b]	Lot Type	Outstanding Assessment[c]	Annual Installment Due 1/31/2027[d]
R623159	3(B)	$ 18,659.79	$ 1,583.39
R623160	3(B)	$ 18,659.79	$ 1,583.39
R623161	3(B)	$ 18,659.79	$ 1,583.39
R623162	3(B)	$ 18,659.79	$ 1,583.39
R623163	3(B)	$ 18,659.79	$ 1,583.39
R623164	3(B)	$ 18,659.79	$ 1,583.39
R623165	3(B)	$ 18,659.79	$ 1,583.39
R623166	3(B)	$ 18,659.79	$ 1,583.39
R623167	3(B)	$ 18,659.79	$ 1,583.39
R623168	3(B)	$ 18,659.79	$ 1,583.39
R623169	3(B)	$ 18,659.79	$ 1,583.39
R623170	3(B)	$ 18,659.79	$ 1,583.39
R623171	3(B)	$ 18,659.79	$ 1,583.39
R623172	3(B)	$ 18,659.79	$ 1,583.39
R623173	3(B)	$ 18,659.79	$ 1,583.39
R623174	3(B)	$ 18,659.79	$ 1,583.39
R623175	3(B)	$ 18,659.79	$ 1,583.39
R623176	3(B)	$ 18,659.79	$ 1,583.39
R623177	3(B)	$ 18,659.79	$ 1,583.39
R623178	3(B)	$ 18,659.79	$ 1,583.39
R623179	3(B)	$ 18,659.79	$ 1,583.39
R623180	3(B)	$ 18,659.79	$ 1,583.39
R623181	3(B)	$ 18,659.79	$ 1,583.39
R623182	3(B)	$ 18,659.79	$ 1,583.39
R623183	3(B)	$ 18,659.79	$ 1,583.39
R623184	Non-Benefited	$ -	$ -
R623185	2(B)	$ 17,073.07	$ 1,448.75
R623186	2(B)	$ 17,073.07	$ 1,448.75
R623187	2(B)	$ 17,073.07	$ 1,448.75
R623188	2(B)	$ 17,073.07	$ 1,448.75
R623189	2(B)	$ 17,073.07	$ 1,448.75
R623190	2(B)	$ 17,073.07	$ 1,448.75
R623191	2(B)	$ 17,073.07	$ 1,448.75
R623192	2(B)	$ 17,073.07	$ 1,448.75
R623193	2(B)	$ 17,073.07	$ 1,448.75
R623194	2(B)	$ 17,073.07	$ 1,448.75
R623195	2(B)	$ 17,073.07	$ 1,448.75
R623196	2(B)	$ 17,073.07	$ 1,448.75
R623197	2(B)	$ 17,073.07	$ 1,448.75
R623198	2(B)	$ 17,073.07	$ 1,448.75

		Parks at Westhaven[a]	
Property ID[b]	Lot Type	Outstanding Assessment[c]	Annual Installment Due 1/31/2027[d]
R623199	2(B)	$ 17,073.07	$ 1,448.75
R623200	2(B)	$ 17,073.07	$ 1,448.75
R623383	3(B)	$ 18,659.79	$ 1,583.39
R623384	Non-Benefited	$ -	$ -
R623385	2(B)	$ 17,073.07	$ 1,448.75
R623386	2(B)	$ 17,073.07	$ 1,448.75
R623387	2(B)	$ 17,073.07	$ 1,448.75
R623388	2(B)	$ 17,073.07	$ 1,448.75
R623389	2(B)	$ 17,073.07	$ 1,448.75
R623390	Non-Benefited	$ -	$ -
R623391	3(B)	$ 18,659.79	$ 1,583.39
R623392	3(B)	$ 18,659.79	$ 1,583.39
R623393	3(B)	$ 18,659.79	$ 1,583.39
R623394	3(B)	$ 18,659.79	$ 1,583.39
R623397	2(B)	$ 17,073.07	$ 1,448.75
R623398	2(B)	$ 17,073.07	$ 1,448.75
R623399	2(B)	$ 17,073.07	$ 1,448.75
R623400	2(B)	$ 17,073.07	$ 1,448.75
R623401	2(B)	$ 17,073.07	$ 1,448.75
R623402	2(B)	$ 17,073.07	$ 1,448.75
R623403	2(B)	$ 17,073.07	$ 1,448.75
R623404	2(B)	$ 17,073.07	$ 1,448.75
R623405	2(B)	$ 17,073.07	$ 1,448.75
R623406	2(B)	$ 17,073.07	$ 1,448.75
R623407	2(B)	$ 17,073.07	$ 1,448.75
R623408	2(B)	$ 17,073.07	$ 1,448.75
R623409	2(B)	$ 17,073.07	$ 1,448.75
R623410	2(B)	$ 17,073.07	$ 1,448.75
R623411	2(B)	$ 17,073.07	$ 1,448.75
R623412	2(B)	$ 17,073.07	$ 1,448.75
R623413	2(B)	$ 17,073.07	$ 1,448.75
R623414	2(B)	$ 17,073.07	$ 1,448.75
R623415	2(B)	$ 17,073.07	$ 1,448.75
R623416	2(B)	$ 17,073.07	$ 1,448.75
R623417	2(B)	$ 17,073.07	$ 1,448.75
R623418	2(B)	$ 17,073.07	$ 1,448.75
R623419	2(B)	$ 17,073.07	$ 1,448.75
R623420	2(B)	$ 17,073.07	$ 1,448.75
R623421	2(B)	$ 17,073.07	$ 1,448.75
R623422	2(B)	$ 17,073.07	$ 1,448.75

		Parks at Westhaven[a]	
Property ID[b]	Lot Type	Outstanding Assessment[c]	Annual Installment Due 1/31/2027[d]
R623423	2(B)	$ 17,073.07	$ 1,448.75
R623424	2(B)	$ 17,073.07	$ 1,448.75
R623425	2(B)	$ 17,073.07	$ 1,448.75
R623426	2(B)	$ 17,073.07	$ 1,448.75
R623427	2(B)	$ 17,073.07	$ 1,448.75
R623428	2(B)	$ 17,073.07	$ 1,448.75
R623429	2(B)	$ 17,073.07	$ 1,448.75
R623430	2(B)	$ 17,073.07	$ 1,448.75
R623431	2(B)	$ 17,073.07	$ 1,448.75
R623432	2(B)	$ 17,073.07	$ 1,448.75
R623433	2(B)	$ 17,073.07	$ 1,448.75
R623434	2(B)	$ 17,073.07	$ 1,448.75
R623435	2(B)	$ 17,073.07	$ 1,448.75
R623436	2(B)	$ 17,073.07	$ 1,448.75
R623437	2(B)	$ 17,073.07	$ 1,448.75
R623438	2(B)	$ 17,073.07	$ 1,448.75
R623439	2(B)	$ 17,073.07	$ 1,448.75
R623440	2(B)	$ 17,073.07	$ 1,448.75
R623441	2(B)	$ 17,073.07	$ 1,448.75
R623442	2(B)	$ 17,073.07	$ 1,448.75
R623443	2(B)	$ 17,073.07	$ 1,448.75
R623444	2(B)	$ 17,073.07	$ 1,448.75
R623445	2(B)	$ 17,073.07	$ 1,448.75
R623446	2(B)	$ 17,073.07	$ 1,448.75
R629910	Non-Benefited	$ -	$ -
R629911	Non-Benefited	$ -	$ -
R629915	Non-Benefited	$ -	$ -
R629916	Non-Benefited	$ -	$ -
R629917	2(B)	$ 17,073.07	$ 1,448.75
R629918	2(B)	$ 17,073.07	$ 1,448.75
R629919	2(B)	$ 17,073.07	$ 1,448.75
R629920	2(B)	$ 17,073.07	$ 1,448.75
R629921	2(B)	$ 17,073.07	$ 1,448.75
R629922	2(B)	$ 17,073.07	$ 1,448.75
R629923	2(B)	$ 17,073.07	$ 1,448.75
R629924	2(B)	$ 17,073.07	$ 1,448.75
R629925	2(B)	$ 17,073.07	$ 1,448.75
R629926	2(B)	$ 17,073.07	$ 1,448.75
R629927	2(B)	$ 17,073.07	$ 1,448.75
R629928	2(B)	$ 17,073.07	$ 1,448.75

		Parks at Westhaven[a]	
Property ID[b]	Lot Type	Outstanding Assessment[c]	Annual Installment Due 1/31/2027[d]
R629929	2(B)	$ 17,073.07	$ 1,448.75
R629930	2(B)	$ 17,073.07	$ 1,448.75
R629931	2(B)	$ 17,073.07	$ 1,448.75
R629932	2(B)	$ 17,073.07	$ 1,448.75
R629933	2(B)	$ 17,073.07	$ 1,448.75
R629934	2(B)	$ 17,073.07	$ 1,448.75
R629935	2(B)	$ 17,073.07	$ 1,448.75
R629936	2(B)	$ 17,073.07	$ 1,448.75
R629937	2(B)	$ 17,073.07	$ 1,448.75
R629938	2(B)	$ 17,073.07	$ 1,448.75
R629939	2(B)	$ 17,073.07	$ 1,448.75
R629940	2(B)	$ 17,073.07	$ 1,448.75
R629941	2(B)	$ 17,073.07	$ 1,448.75
R629942	2(B)	$ 17,073.07	$ 1,448.75
R629943	2(B)	$ 17,073.07	$ 1,448.75
R629944	2(B)	$ 17,073.07	$ 1,448.75
R629945	2(B)	$ 17,073.07	$ 1,448.75
R629946	2(B)	$ 17,073.07	$ 1,448.75
R629947	1	$ 15,169.01	$ 1,287.18
R629948	1	$ 15,169.01	$ 1,287.18
R629949	1	$ 15,169.01	$ 1,287.18
R629950	1	$ 15,169.01	$ 1,287.18
R629951	1	$ 15,169.01	$ 1,287.18
R629952	1	$ 15,169.01	$ 1,287.18
R629953	1	$ 15,169.01	$ 1,287.18
R629954	1	$ 15,169.01	$ 1,287.18
R629955	1	$ 15,169.01	$ 1,287.18
R629956	1	$ 15,169.01	$ 1,287.18
R629957	1	$ 15,169.01	$ 1,287.18
R629958	1	$ 15,169.01	$ 1,287.18
R629959	1	$ 15,169.01	$ 1,287.18
R629960	1	$ 15,169.01	$ 1,287.18
R629961	1	$ 15,169.01	$ 1,287.18
R629962	1	$ 15,169.01	$ 1,287.18
R629963	1	$ 15,169.01	$ 1,287.18
R629964	1	$ 15,169.01	$ 1,287.18
R629965	1	$ 15,169.01	$ 1,287.18
R629966	1	$ 15,169.01	$ 1,287.18
R629967	1	$ 15,169.01	$ 1,287.18
R629968	1	$ 15,169.01	$ 1,287.18

		Parks at Westhaven[a]	
Property ID[b]	Lot Type	Outstanding Assessment[c]	Annual Installment Due 1/31/2027[d]
R629969	1	$ 15,169.01	$ 1,287.18
R629970	1	$ 15,169.01	$ 1,287.18
R629971	1	$ 15,169.01	$ 1,287.18
R629972	1	$ 15,169.01	$ 1,287.18
R629973	1	$ 15,169.01	$ 1,287.18
R629974	1	$ 15,169.01	$ 1,287.18
R629975	1	$ 15,169.01	$ 1,287.18
R629976	1	$ 15,169.01	$ 1,287.18
R629977	1	$ 15,169.01	$ 1,287.18
R629978	1	$ 15,169.01	$ 1,287.18
R629979	1	$ 15,169.01	$ 1,287.18
R629980	1	$ 15,169.01	$ 1,287.18
R629984	3(B)	$ 18,659.79	$ 1,583.39
R629985	3(B)	$ 18,659.79	$ 1,583.39
R629986	3(B)	$ 18,659.79	$ 1,583.39
R629987	3(B)	$ 18,659.79	$ 1,583.39
R629988	3(B)	$ 18,659.79	$ 1,583.39
R629989	3(B)	$ 18,659.79	$ 1,583.39
R629990	Non-Benefited	$ -	$ -
R629991	Non-Benefited	$ -	$ -
R629992	3(B)	$ 18,659.79	$ 1,583.39
R629993	3(B)	$ 18,659.79	$ 1,583.39
R629994	3(B)	$ 18,659.79	$ 1,583.39
R629995	3(B)	$ 18,659.79	$ 1,583.39
R629996	3(B)	$ 18,659.79	$ 1,583.39
R629997	3(B)	$ 18,659.79	$ 1,583.39
R629998	3(B)	$ 18,659.79	$ 1,583.39
R629999	3(B)	$ 18,659.79	$ 1,583.39
R630000	3(B)	$ 18,659.79	$ 1,583.39
R630001	3(B)	$ 18,659.79	$ 1,583.39
R630002	3(B)	$ 18,659.79	$ 1,583.39
R630003	Non-Benefited	$ -	$ -
R630004	2(B)	$ 17,073.07	$ 1,448.75
R630005	2(B)	$ 17,073.07	$ 1,448.75
R630006	2(B)	$ 17,073.07	$ 1,448.75
R630007	2(B)	$ 17,073.07	$ 1,448.75
R630008	2(B)	$ 17,073.07	$ 1,448.75
R630009	2(B)	$ 17,073.07	$ 1,448.75
R630010	2(B)	$ 17,073.07	$ 1,448.75
R630011	2(B)	$ 17,073.07	$ 1,448.75

		Parks at Westhaven[a]	
Property ID[b]	Lot Type	Outstanding Assessment[c]	Annual Installment Due 1/31/2027[d]
R630012	2(B)	$ 17,073.07	$ 1,448.75
R630013	2(B)	$ 17,073.07	$ 1,448.75
R630014	2(B)	$ 17,073.07	$ 1,448.75
R630015	2(B)	$ 17,073.07	$ 1,448.75
R630016	2(B)	$ 17,073.07	$ 1,448.75
R630017	2(B)	$ 17,073.07	$ 1,448.75
R630018	2(B)	$ 17,073.07	$ 1,448.75
R630019	2(B)	$ 17,073.07	$ 1,448.75
R630020	2(B)	$ 17,073.07	$ 1,448.75
R630021	2(B)	$ 17,073.07	$ 1,448.75
R630022	2(B)	$ 17,073.07	$ 1,448.75
R630023	2(B)	$ 17,073.07	$ 1,448.75
R630024	2(B)	$ 17,073.07	$ 1,448.75
R630025	2(B)	$ 17,073.07	$ 1,448.75
R630026	2(B)	$ 17,073.07	$ 1,448.75
R630027	Non-Benefited	$ -	$ -
R630028	Non-Benefited	$ -	$ -
R630029	3(B)	$ 18,659.79	$ 1,583.39
R630030	3(B)	$ 18,659.79	$ 1,583.39
R630031	3(B)	$ 18,659.79	$ 1,583.39
R630032	3(B)	$ 18,659.79	$ 1,583.39
R630033	Non-Benefited	$ -	$ -
R630034	3(B)	$ 18,659.79	$ 1,583.39
R630035	3(B)	$ 18,659.79	$ 1,583.39
R630036	3(B)	$ 18,659.79	$ 1,583.39
R630037	3(B)	$ 18,659.79	$ 1,583.39
R630038	3(B)	$ 18,659.79	$ 1,583.39
R630039	3(B)	$ 18,659.79	$ 1,583.39
R630040	2(B)	$ 17,073.07	$ 1,448.75
R630041	2(B)	$ 17,073.07	$ 1,448.75
R630042	2(B)	$ 17,073.07	$ 1,448.75
R630043	2(B)	$ 17,073.07	$ 1,448.75
R630044	2(B)	$ 17,073.07	$ 1,448.75
R630045	2(B)	$ 17,073.07	$ 1,448.75
R630046	2(B)	$ 17,073.07	$ 1,448.75
R630047	2(B)	$ 17,073.07	$ 1,448.75
R630048	2(B)	$ 17,073.07	$ 1,448.75
R630049	2(B)	$ 17,073.07	$ 1,448.75
R630050	2(B)	$ 17,073.07	$ 1,448.75
R630051	2(B)	$ 17,073.07	$ 1,448.75

		Parks at Westhaven[a]	
Property ID[b]	Lot Type	Outstanding Assessment[c]	Annual Installment Due 1/31/2027[d]
R630052	2(B)	$ 17,073.07	$ 1,448.75
R630053	2(B)	$ 17,073.07	$ 1,448.75
R630054	2(B)	$ 17,073.07	$ 1,448.75
R630055	2(B)	$ 17,073.07	$ 1,448.75
R630057	1	$ 15,169.01	$ 1,287.18
R630058	1	$ 15,169.01	$ 1,287.18
R630059	1	$ 15,169.01	$ 1,287.18
R630060	1	$ 15,169.01	$ 1,287.18
R630061	1	$ 15,169.01	$ 1,287.18
R630062	1	$ 15,169.01	$ 1,287.18
R630063	1	$ 15,169.01	$ 1,287.18
R630064	1	$ 15,169.01	$ 1,287.18
R630065	1	$ 15,169.01	$ 1,287.18
R630066	1	$ 15,169.01	$ 1,287.18
R630067	1	$ 15,169.01	$ 1,287.18
R630068	1	$ 15,169.01	$ 1,287.18
R630069	1	$ 15,169.01	$ 1,287.18
R630070	1	$ 15,169.01	$ 1,287.18
R630071	1	$ 15,169.01	$ 1,287.18
R630072	1	$ 15,169.01	$ 1,287.18
R630073	1	$ 15,169.01	$ 1,287.18
R630074	1	$ 15,169.01	$ 1,287.18
R630075	1	$ 15,169.01	$ 1,287.18
R630076	1	$ 15,169.01	$ 1,287.18
Total		**$ 7,007,000.09**	**$ 604,199.93**

Notes:

[a] Totals may not match the total outstanding Assessment or Annual Installment due to rounding.

[b] Subject to change based on final certified rolls provided by the county prior to billing.

[c] Outstanding Assessment prior to 1/31/2027 Annual Installment.

[d] The Annual Installment due on each Parcel or Lot may be updated to reflect prepayments and/or redemptions paid prior to the Annual Installment being billed to the owner of the Parcel or Lot.

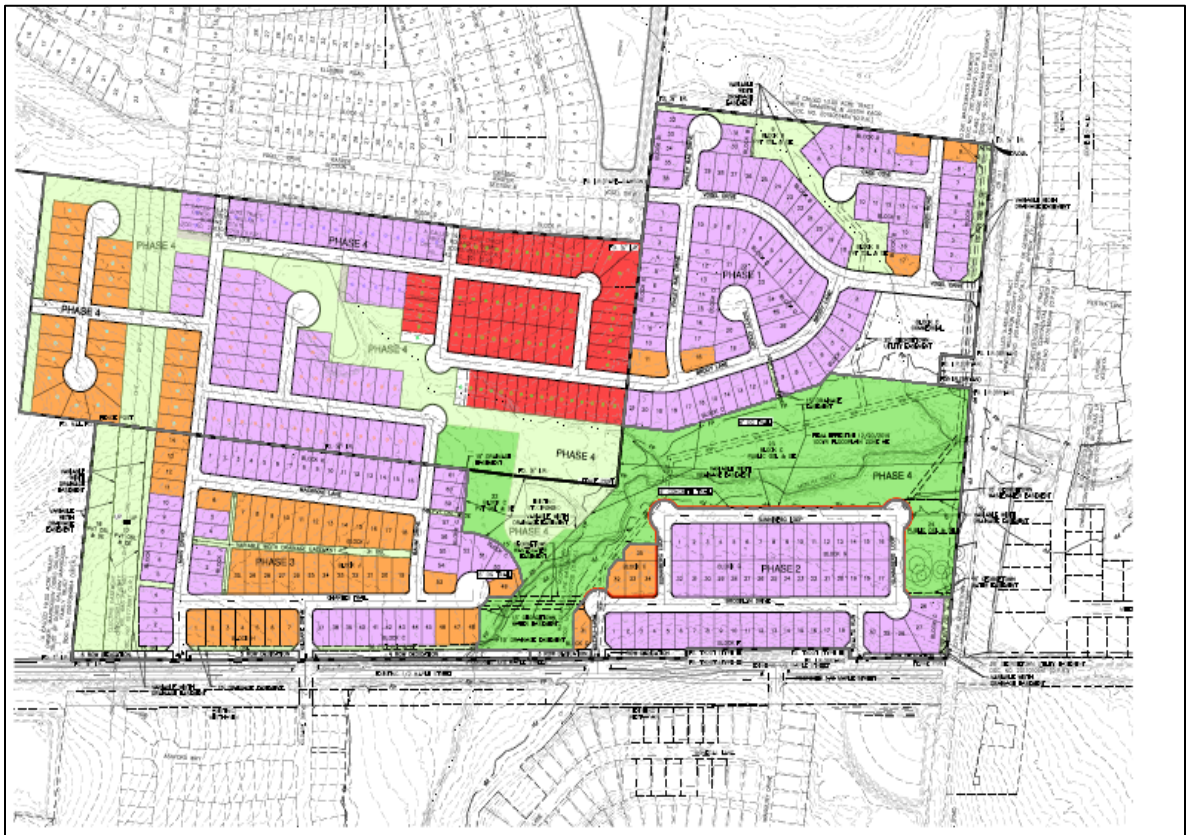
EXHIBIT B – DEBT SERVICE SCHEDULE

DEBT SERVICE REQUIREMENTS

The following table sets forth the anticipated debt service requirements for the Bonds:

Year Ending (September 30)	Principal	Interest	Total
2023	$ 62,000.00	$ 444,624.94	$ 506,624.94
2024	196,000.00	309,770.00	505,770.00
2025	204,000.00	302,665.00	506,665.00
2026	212,000.00	295,270.00	507,270.00
2027	220,000.00	287,585.00	507,585.00
2028	228,000.00	279,610.00	507,610.00
2029	236,000.00	270,775.00	506,775.00
2030	246,000.00	261,630.00	507,630.00
2031	256,000.00	252,097.50	508,097.50
2032	267,000.00	242,177.50	509,177.50
2033	278,000.00	231,831.26	509,831.26
2034	288,000.00	220,363.76	508,363.76
2035	302,000.00	208,483.76	510,483.76
2036	314,000.00	196,026.26	510,026.26
2037	327,000.00	183,073.76	510,073.76
2038	342,000.00	169,585.00	511,585.00
2039	356,000.00	155,477.50	511,477.50
2040	371,000.00	140,792.50	511,792.50
2041	388,000.00	125,488.76	513,488.76
2042	405,000.00	109,483.76	514,483.76
2043	422,000.00	92,777.50	514,777.50
2044	441,000.00	74,842.50	515,842.50
2045	461,000.00	56,100.00	517,100.00
2046	482,000.00	36,507.50	518,507.50
2047	377,000.00	16,022.50	393,022.50
Total	**$ 7,681,000.00**	**$ 4,963,061.26**	**$ 12,644,061.26**

EXHIBIT C – LOT TYPE CLASSIFICATION MAP



LAND USE SUMMARY		
	ACREAGE	LOTS
RIGHT-OF-WAY (INTERNAL)	19.80	
MAJOR ARTERIAL ROW DEDICATION	1.50	
TOTAL SINGLE FAMILY LOTS	97.55	401
PUBLIC OS, & DE LOTS	16.24	2
PVT OS, & DE LOTS	17.56	15
COMMERCIAL LOT	2.44	1
TOTAL	115.08	419

LOT INVENTORY				
PHASE	47' X 120'	52' X 120'	DUPLEX 90' X 120' (45' FEE SIMPLE LOTS)	TOTAL
PHASE 1	95	5		100
PHASE 2	55	5		60
PHASE 3	50	41		91
PHASE 4	69	27	54	150
TOTAL	269	78	54	401

LOT SUMMARY							
	SINGLE FAMILY	BLOCKS	PUBLIC OPEN SPACE LOTS & DE	PRIVATE OPEN SPACE LOTS & DE	COMMERCIAL LOT	TOTAL ROW ACREAGE	TOTAL ACREAGE
PHASE 1	100	8		3	1	9.17	24.70
PHASE 2	60	3		1		3.47	11.91
PHASE 3	91	5		7		3.82	21.83
PHASE 4	150	7	2	4		7.34	55.14
MAJOR ARTERIAL ROW DEDICATION							1.50
TOTAL	401	11	2	15	1	19.80	115.08

EXHIBIT D – BUYER DISCLOSURES

Buyer disclosures for the following Lot Types are found in this Exhibit:

- Lot Type 1
- Lot Type 2(A)
- Lot Type 2(B)
- Lot Type 3(A)
- Lot Type 3(B)
- Lot Type Commercial

PARKS AT WESTHAVEN PUBLIC IMPROVEMENT DISTRICT LOT TYPE 1 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest.

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO CITY OF GEORGETOWN, TEXAS CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

LOT TYPE 1 PRINCIPAL ASSESSMENT: $15,169.01

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Georgetown, Texas, (the "City"), for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Parks at Westhaven Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City. The exact amount of each annual installment will be approved each year by the City of Georgetown, Texas, Governing Body in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this_____ , 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County.

ANNUAL INSTALLMENTS - LOT TYPE 1

Annual Installments Due 1/31	Principal	Interest[a]	Additional Interest[b]	Annual Collection Costs	Total Annual Installment[c]
2027	$ 467.82	$ 611.54	$ 74.50	$ 133.31	$ 1,287.18
2028	$ 484.84	$ 594.58	$ 72.16	$ 123.98	$ 1,275.56
2029	$ 501.85	$ 575.80	$ 69.74	$ 126.46	$ 1,273.84
2030	$ 523.11	$ 556.35	$ 67.23	$ 128.99	$ 1,275.68
2031	$ 544.38	$ 536.08	$ 64.61	$ 131.57	$ 1,276.64
2032	$ 567.77	$ 514.98	$ 61.89	$ 134.20	$ 1,278.85
2033	$ 591.16	$ 492.98	$ 59.05	$ 136.89	$ 1,280.08
2034	$ 612.43	$ 468.60	$ 56.10	$ 139.62	$ 1,276.74
2035	$ 642.20	$ 443.34	$ 53.03	$ 142.42	$ 1,280.98
2036	$ 667.71	$ 416.85	$ 49.82	$ 145.26	$ 1,279.65
2037	$ 695.36	$ 389.30	$ 46.48	$ 148.17	$ 1,279.31
2038	$ 727.25	$ 360.62	$ 43.01	$ 151.13	$ 1,282.01
2039	$ 757.03	$ 330.62	$ 39.37	$ 154.15	$ 1,281.17
2040	$ 788.92	$ 299.39	$ 35.59	$ 157.24	$ 1,281.14
2041	$ 825.07	$ 266.85	$ 31.64	$ 160.38	$ 1,283.95
2042	$ 861.22	$ 232.81	$ 27.52	$ 163.59	$ 1,285.14
2043	$ 897.37	$ 197.29	$ 23.21	$ 166.86	$ 1,284.73
2044	$ 937.78	$ 159.15	$ 18.72	$ 170.20	$ 1,285.85
2045	$ 980.31	$ 119.30	$ 14.03	$ 173.60	$ 1,287.24
2046	$ 1,024.96	$ 77.63	$ 9.13	$ 177.08	$ 1,288.80
2047	$ 1,070.47	$ 45.50	$ 5.35	$ 236.90	$ 1,358.22
Total[d]	**$15,169.01**	**$7,689.56**	**$ 922.20**	**$3,202.00**	**$ 26,982.78**

Notes:

[a] Interest is calculated at the actual rate of the PID Bonds.

[b] Additional Interest is calculated at a 0.50% rate.

[c] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

[d] Totals may not sum due to rounding.

PARKS AT WESTHAVEN PUBLIC IMPROVEMENT DISTRICT LOT TYPE 2(A) BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest.

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO CITY OF GEORGETOWN, TEXAS CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

LOT TYPE 2(A) PRINCIPAL ASSESSMENT: $16,570.61

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Georgetown, Texas, (the "City"), for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Parks at Westhaven Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City. The exact amount of each annual installment will be approved each year by the City of Georgetown, Texas, Governing Body in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this_____ , 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County.

ANNUAL INSTALLMENTS - LOT TYPE 2(A)

Annual Installments Due 1/31	Principal	Interest[a]	Additional Interest[b]	Annual Collection Costs	Total Annual Installment[c]
2027	$ 549.85	$ 718.77	$ 87.56	$ 145.62	$ 1,501.82
2028	$ 569.85	$ 698.84	$ 84.82	$ 135.44	$ 1,488.94
2029	$ 589.84	$ 676.76	$ 81.97	$ 138.15	$ 1,486.71
2030	$ 614.84	$ 653.90	$ 79.02	$ 140.91	$ 1,488.66
2031	$ 639.83	$ 630.08	$ 75.94	$ 143.73	$ 1,489.58
2032	$ 667.32	$ 605.28	$ 72.74	$ 146.60	$ 1,491.95
2033	$ 694.82	$ 579.42	$ 69.41	$ 149.53	$ 1,493.18
2034	$ 719.81	$ 550.76	$ 65.93	$ 152.52	$ 1,489.03
2035	$ 754.80	$ 521.07	$ 62.33	$ 155.57	$ 1,493.78
2036	$ 784.79	$ 489.94	$ 58.56	$ 158.69	$ 1,491.97
2037	$ 817.28	$ 457.56	$ 54.64	$ 161.86	$ 1,491.34
2038	$ 854.77	$ 423.85	$ 50.55	$ 165.10	$ 1,494.27
2039	$ 889.76	$ 388.59	$ 46.28	$ 168.40	$ 1,493.03
2040	$ 927.25	$ 351.89	$ 41.83	$ 171.77	$ 1,492.74
2041	$ 969.74	$ 313.64	$ 37.19	$ 175.20	$ 1,495.77
2042	$ 1,012.23	$ 273.64	$ 32.34	$ 178.71	$ 1,496.92
2043	$ 1,054.72	$ 231.88	$ 27.28	$ 182.28	$ 1,496.16
2044	$ 1,102.21	$ 187.06	$ 22.01	$ 185.93	$ 1,497.20
2045	$ 1,152.20	$ 140.21	$ 16.50	$ 189.64	$ 1,498.55
2046	$ 1,204.68	$ 91.24	$ 10.73	$ 193.44	$ 1,500.10
Total[d]	**$16,570.61**	**$ 8,984.39**	**$1,077.61**	**$3,239.08**	**$ 29,871.70**

Notes:

[a] Interest is calculated at the actual rate of the PID Bonds.

[b] Additional Interest is calculated at a 0.50% rate.

[c] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

[d] Totals may not sum due to rounding.

PARKS AT WESTHAVEN PUBLIC IMPROVEMENT DISTRICT LOT TYPE 2(B) BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest.

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF GEORGETOWN, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

LOT TYPE 2(B) PRINCIPAL ASSESSMENT: $17,073.07

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Georgetown, Texas, (the "City"), for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Parks at Westhaven Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City. The exact amount of each annual installment will be approved each year by the City of Georgetown, Texas, Governing Body in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this_____ , 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County.

ANNUAL INSTALLMENTS - LOT TYPE 2(B)

Annual Installments Due 1/31	Principal	Interest[a]	Additional Interest[b]	Annual Collection Costs	Total Annual Installment[c]
2027	$ 526.55	$ 688.31	$ 83.85	$ 150.04	$ 1,448.75
2028	$ 545.69	$ 669.22	$ 81.22	$ 139.54	$ 1,435.68
2029	$ 564.84	$ 648.07	$ 78.49	$ 142.33	$ 1,433.74
2030	$ 588.78	$ 626.18	$ 75.67	$ 145.18	$ 1,435.81
2031	$ 612.71	$ 603.37	$ 72.72	$ 148.08	$ 1,436.89
2032	$ 639.04	$ 579.63	$ 69.66	$ 151.05	$ 1,439.37
2033	$ 665.36	$ 554.86	$ 66.46	$ 154.07	$ 1,440.76
2034	$ 689.30	$ 527.42	$ 63.14	$ 157.15	$ 1,437.00
2035	$ 722.81	$ 498.98	$ 59.69	$ 160.29	$ 1,441.77
2036	$ 751.53	$ 469.17	$ 56.08	$ 163.50	$ 1,440.27
2037	$ 782.64	$ 438.17	$ 52.32	$ 166.77	$ 1,439.90
2038	$ 818.54	$ 405.88	$ 48.41	$ 170.10	$ 1,442.94
2039	$ 852.05	$ 372.12	$ 44.31	$ 173.50	$ 1,441.99
2040	$ 887.95	$ 336.97	$ 40.05	$ 176.97	$ 1,441.95
2041	$ 928.64	$ 300.34	$ 35.61	$ 180.51	$ 1,445.11
2042	$ 969.33	$ 262.04	$ 30.97	$ 184.12	$ 1,446.46
2043	$ 1,010.01	$ 222.05	$ 26.12	$ 187.81	$ 1,446.00
2044	$ 1,055.49	$ 179.13	$ 21.07	$ 191.56	$ 1,447.25
2045	$ 1,103.36	$ 134.27	$ 15.80	$ 195.39	$ 1,448.82
2046	$ 1,153.62	$ 87.38	$ 10.28	$ 199.30	$ 1,450.58
2047	$ 1,204.84	$ 51.21	$ 6.02	$ 266.64	$ 1,528.71
Total[d]	**$17,073.07**	**$ 8,654.77**	**$1,037.96**	**$3,603.93**	**$ 30,369.73**

Notes:

[a] Interest is calculated at the actual rate of the PID Bonds.

[b] Additional Interest is calculated at a 0.50% rate.

[c] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

[d] Totals may not sum due to rounding.

PARKS AT WESTHAVEN PUBLIC IMPROVEMENT DISTRICT LOT TYPE 3(A) BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest.

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO CITY OF GEORGETOWN, TEXAS CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

LOT TYPE 3(A) PRINCIPAL ASSESSMENT: $18,110.63

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Georgetown, Texas, (the "City"), for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Parks at Westhaven Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City. The exact amount of each annual installment will be approved each year by the City of Georgetown, Texas, Governing Body in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this_____ , 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County.

ANNUAL INSTALLMENTS - LOT TYPE 3(A)

Annual Installments Due 1/31	Principal	Interest[a]	Additional Interest[b]	Annual Collection Costs	Total Annual Installment[c]
2027	$ 600.96	$ 785.57	$ 95.70	$ 159.16	$ 1,641.39
2028	$ 622.81	$ 763.79	$ 92.70	$ 148.02	$ 1,627.32
2029	$ 644.66	$ 739.65	$ 89.58	$ 150.98	$ 1,624.88
2030	$ 671.98	$ 714.67	$ 86.36	$ 154.00	$ 1,627.02
2031	$ 699.29	$ 688.63	$ 83.00	$ 157.08	$ 1,628.01
2032	$ 729.34	$ 661.54	$ 79.50	$ 160.23	$ 1,630.61
2033	$ 759.39	$ 633.27	$ 75.86	$ 163.43	$ 1,631.95
2034	$ 786.71	$ 601.95	$ 72.06	$ 166.70	$ 1,627.42
2035	$ 824.95	$ 569.50	$ 68.13	$ 170.03	$ 1,632.61
2036	$ 857.73	$ 535.47	$ 64.00	$ 173.43	$ 1,630.63
2037	$ 893.24	$ 500.09	$ 59.71	$ 176.90	$ 1,629.94
2038	$ 934.21	$ 463.24	$ 55.25	$ 180.44	$ 1,633.14
2039	$ 972.46	$ 424.71	$ 50.58	$ 184.05	$ 1,631.79
2040	$ 1,013.43	$ 384.59	$ 45.71	$ 187.73	$ 1,631.47
2041	$ 1,059.87	$ 342.79	$ 40.65	$ 191.48	$ 1,634.79
2042	$ 1,106.31	$ 299.07	$ 35.35	$ 195.31	$ 1,636.04
2043	$ 1,152.74	$ 253.43	$ 29.82	$ 199.22	$ 1,635.21
2044	$ 1,204.64	$ 204.44	$ 24.05	$ 203.21	$ 1,636.34
2045	$ 1,259.28	$ 153.24	$ 18.03	$ 207.27	$ 1,637.82
2046	$ 1,316.64	$ 99.72	$ 11.73	$ 211.41	$ 1,639.51
Total[d]	**$18,110.63**	**$ 9,819.37**	**$1,177.76**	**$3,540.10**	**$ 32,647.88**

Notes:

[a] Interest is calculated at the actual rate of the PID Bonds.

[b] Additional Interest is calculated at a 0.50% rate.

[c] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

[d] Totals may not sum due to rounding.

PARKS AT WESTHAVEN PUBLIC IMPROVEMENT DISTRICT LOT TYPE 3(B) BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest.

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO CITY OF GEORGETOWN, TEXAS CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

LOT TYPE 3(B) PRINCIPAL ASSESSMENT: $18,659.79

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Georgetown, Texas, (the "City"), for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Parks at Westhaven*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City. The exact amount of each annual installment will be approved each year by the City of Georgetown, Texas, Governing Body in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this_____ , 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County.

ANNUAL INSTALLMENTS - LOT TYPE 3(B)

Annual Installments Due 1/31	Principal	Interest[a]	Additional Interest[b]	Annual Collection Costs	Total Annual Installment[c]
2027	$ 575.48	$ 752.27	$ 91.65	$ 163.98	$ 1,583.39
2028	$ 596.41	$ 731.41	$ 88.77	$ 152.51	$ 1,569.10
2029	$ 617.34	$ 708.30	$ 85.79	$ 155.56	$ 1,566.99
2030	$ 643.49	$ 684.38	$ 82.70	$ 158.67	$ 1,569.25
2031	$ 669.65	$ 659.44	$ 79.48	$ 161.85	$ 1,570.43
2032	$ 698.43	$ 633.50	$ 76.13	$ 165.08	$ 1,573.14
2033	$ 727.20	$ 606.43	$ 72.64	$ 168.39	$ 1,574.66
2034	$ 753.36	$ 576.43	$ 69.01	$ 171.75	$ 1,570.55
2035	$ 789.98	$ 545.36	$ 65.24	$ 175.19	$ 1,575.77
2036	$ 821.37	$ 512.77	$ 61.29	$ 178.69	$ 1,574.12
2037	$ 855.38	$ 478.89	$ 57.18	$ 182.27	$ 1,573.72
2038	$ 894.61	$ 443.61	$ 52.91	$ 185.91	$ 1,577.04
2039	$ 931.24	$ 406.70	$ 48.43	$ 189.63	$ 1,576.00
2040	$ 970.47	$ 368.29	$ 43.78	$ 193.42	$ 1,575.96
2041	$ 1,014.94	$ 328.26	$ 38.92	$ 197.29	$ 1,579.42
2042	$ 1,059.41	$ 286.39	$ 33.85	$ 201.24	$ 1,580.89
2043	$ 1,103.88	$ 242.69	$ 28.55	$ 205.26	$ 1,580.39
2044	$ 1,153.58	$ 195.78	$ 23.03	$ 209.37	$ 1,581.76
2045	$ 1,205.90	$ 146.75	$ 17.26	$ 213.55	$ 1,583.47
2046	$ 1,260.83	$ 95.50	$ 11.24	$ 217.83	$ 1,585.39
2047	$ 1,316.81	$ 55.96	$ 6.58	$ 291.42	$ 1,670.78
Total[d]	**$18,659.79**	**$ 9,459.12**	**$1,134.43**	**$3,938.87**	**$ 33,192.20**

Notes:

[a] Interest is calculated at the actual rate of the PID Bonds.

[b] Additional Interest is calculated at a 0.50% rate.

[c] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

[d] Totals may not sum due to rounding.

PARKS AT WESTHAVEN PUBLIC IMPROVEMENT DISTRICT LOT TYPE COMMERCIAL BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest.

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF GEORGETOWN, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

LOT TYPE COMMERCIAL PRINCIPAL ASSESSMENT: $190,233.60

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Georgetown, Texas, (the "City"), for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Parks at Westhaven Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City. The exact amount of each annual installment will be approved each year by the City of Georgetown, Texas, Governing Body in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this_____ , 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County.

ANNUAL INSTALLMENTS - LOT TYPE COMMERCIAL

Annual Installments Due 1/31	Principal	Interest[a]	Additional Interest[b]	Annual Collection Costs	Total Annual Installment[c]
2027	$ 5,866.96	$ 7,669.32	$ 934.31	$ 1,671.79	$ 16,142.39
2028	$ 6,080.31	$ 7,456.64	$ 904.98	$ 1,554.84	$ 15,996.76
2029	$ 6,293.65	$ 7,221.03	$ 874.58	$ 1,585.93	$ 15,975.19
2030	$ 6,560.33	$ 6,977.15	$ 843.11	$ 1,617.65	$ 15,998.24
2031	$ 6,827.01	$ 6,722.94	$ 810.31	$ 1,650.01	$ 16,010.26
2032	$ 7,120.36	$ 6,458.39	$ 776.17	$ 1,683.01	$ 16,037.93
2033	$ 7,413.71	$ 6,182.48	$ 740.57	$ 1,716.67	$ 16,053.42
2034	$ 7,680.39	$ 5,876.66	$ 703.50	$ 1,751.00	$ 16,011.55
2035	$ 8,053.74	$ 5,559.85	$ 665.10	$ 1,786.02	$ 16,064.70
2036	$ 8,373.75	$ 5,227.63	$ 624.83	$ 1,821.74	$ 16,047.95
2037	$ 8,720.44	$ 4,882.21	$ 582.96	$ 1,858.18	$ 16,043.79
2038	$ 9,120.46	$ 4,522.49	$ 539.36	$ 1,895.34	$ 16,077.65
2039	$ 9,493.81	$ 4,146.27	$ 493.76	$ 1,933.25	$ 16,067.09
2040	$ 9,893.83	$ 3,754.66	$ 446.29	$ 1,971.91	$ 16,066.69
2041	$ 10,347.19	$ 3,346.53	$ 396.82	$ 2,011.35	$ 16,101.89
2042	$ 10,800.54	$ 2,919.71	$ 345.08	$ 2,051.58	$ 16,116.92
2043	$ 11,253.90	$ 2,474.19	$ 291.08	$ 2,092.61	$ 16,111.78
2044	$ 11,760.59	$ 1,995.90	$ 234.81	$ 2,134.46	$ 16,125.76
2045	$ 12,293.95	$ 1,496.08	$ 176.01	$ 2,177.15	$ 16,143.18
2046	$ 12,853.98	$ 973.58	$ 114.54	$ 2,220.69	$ 16,162.79
2047	$ 13,424.72	$ 570.55	$ 67.12	$ 2,970.96	$ 17,033.36
Total[d]	**$190,233.60**	**$ 96,434.26**	**$11,565.30**	**$40,156.13**	**$338,389.29**

Notes:

[a] Interest is calculated at the actual rate of the PID Bonds.

[b] Additional Interest is calculated at a 0.50% rate.

[c] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

[d] Totals may not sum due to rounding.

Parks at Westhaven Public Improvement District

2026 Annual Service Plan Update

AUGUST 11, 2026



Parks at Westhaven Development

- Location
  - 113 (+/-) acres at Maple Street at Westinghouse Road (northeast corner)
- Developer
  - Westinghouse77, LP
- General Features
  - 401 residential lots
  - 1 commercial lot
  - Approx. 16.24 acres Parkland
  - Approx. 17.56 acres Open Space

2026 Annual Service Plan Update

- On March 23, 2021, the City Council adopted Ordinance No. 2021-17 ("Assessment Ordinance") levying the Assessment and approving the SAP.

- Pursuant to the PID Act, the Service and Assessment Plan (SAP) must be review and updated annually.

- This 2026 Annual Service Plan Update is the update to the SAP and includes the updated Assessment Roll.

Lot and Homes Sales

- The District consists of 401 residential lots and one commercial lot.
- The Developer owns the commercial lot that is currently undeveloped.
- All 401 homes have been constructed and closed to end-users.

Service Plan

District						
Annual Installments Due		**1/31/2027**	**1/31/2028**	**1/31/2029**	**1/31/2030**	**1/31/2031**
Principal		$220,000.00	$228,000.00	$236,000.00	$246,000.00	$256,000.00
Interest		287,585.00	279,610.00	270,775.00	261,630.00	252,097.50
	(1)	$507,585.00	$507,610.00	$506,775.00	$507,630.00	$508,097.50
Additional Interest	(3)	$ 35,035.00	$ 33,935.00	$ 32,795.00	$ 31,615.00	$ 30,385.00
Annual Collection Costs	(2)	$ 56,578.26	$ 57,709.83	$ 58,864.03	$ 60,041.31	$ 61,242.14
Total Annual Installment	**(4) = (1) + (2) + (3)**	**$599,198.26**	**$599,254.83**	**$598,434.03**	**$599,286.31**	**$599,724.64**

Assessment Roll

- The total Annual Installment as shown on the Assessment Roll due January 31, 2027 is $599,198.26.

- The Assessment Roll includes all the properties in the District and each property's corresponding Annual Installment amount that will be billed as a line item on the Williamson County property tax bill.

Council Action

A ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS ("CITY"), AUTHORIZING AN ANNUAL SERVICE PLAN UPDATE AND AN UPDATE TO THE ASSESSMENT ROLL FOR PARKS AT WESTHAVEN PUBLIC IMPROVEMENT DISTRICT, IN ACCORDANCE WITH CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; MAKING SUCH OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND DECLARING AN EFFECTIVE DATE

City of Georgetown, Texas
City Council
August 25, 2026

SUBJECT:
Second Reading - 2026 Annual Service Plan Update to the Service and Assessment Plan with updated Assessment Roll for the Preserve at Water Oak PID

SUGGESTED ACTION:
Second Reading of an Ordinance approving the 2026 Annual Service Plan Update to the Service and Assessment Plan including an updated Assessment Roll for the Preserve at Water Oak Public Improvement District in accordance with Chapter 372 of the Texas Local Government Code -- Nick Woolery, Assistant City Manager, Andrea Barnes, P3Works, LLC, City of Georgetown's PID Administrator

ITEM SUMMARY:
The City Council of the City of Georgetown ("City Council") adopted Resolution No. 121024-6D creating the Preserve at Water Oak Public Improvement District (the "District") on December 10, 2024 after notice and hearing in accordance with the requirements of the Texas Local Government Code Chapter 372 (the "PID Act").

Subsequently, the City Council adopted Ordinance No. 2025-36 ("Assessment Ordinance") on July 22, 2025 which, among other things, approved the Service and Assessment Plan ("SAP"), the levy of Assessments for Assessed Property within the District, and the Assessment Roll.

Pursuant to the PID Act, the SAP and Assessment Roll must be reviewed and updated annually.

Attached is an Ordinance accepting and approving the 2026 Annual Service Plan Update, which updates the SAP and Assessment Roll per the PID Act and includes the Five Year Budget Forecast and Assessment Roll with the Annual Installment amount due on or before January 31, 2027.

FINANCIAL IMPACT:
None to the City.

SUBMITTED BY:
Angela McBride, City Manager's Office

ATTACHMENTS:
2026-07-17_GEO_Preserve at Water Oak_Ordinance.pdf
2026-08-11_GEO_Preserve at Water Oak_2026 SAP.pdf
Preserve at Water Oak_ 2026 SAP.pdf

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS ("CITY"), AUTHORIZING AN ANNUAL SERVICE PLAN UPDATE AND AN UPDATE TO THE ASSESSMENT ROLL FOR THE PRESERVE AT WATER OAK PUBLIC IMPROVEMENT DISTRICT, IN ACCORDANCE WITH CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; MAKING SUCH OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND DECLARING AN EFFECTIVE DATE

WHEREAS, the City Council of the City of Georgetown ("City Council") adopted Resolution No. 121024-6.D creating the Preserve at Water Oak Public Improvement District on December 10, 2024 after notice and hearing in accordance with the requirements of the Texas Local Government Code Chapter 372;

WHEREAS, the City Council adopted Ordinance No. 2025-36 ("Assessment Ordinance") on July 22, 2025, levying Assessments for costs of Improvements, approving a Service and Assessment Plan ("SAP"), and approving a Landowner Consent Certificate.

WHEREAS, the City Council has received an update to the SAP ("2026 Annual Service Plan Update") including an updated Assessment Roll in accordance with Chapter 372 of the Texas Local Government Code, as amended ("PID Act").

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

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

Section 2. The 2026 Annual Service Plan Update attached hereto as Exhibit A, including the updated Assessment Roll contained therein, is hereby approved and accepted by the City Council.

Section 3. All ordinances or resolutions that are in conflict with the provisions of this ordinance are, and the same 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 4. If any provision of this ordinance, or application thereof, to any person or circumstance, shall be held invalid, such invalidity shall not affect the other provisions, or

application thereof, of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are hereby declared to be severable.

Section 5. The Mayor is hereby authorized to sign this ordinance and the City Secretary to attest. This Ordinance shall become effective and be in full force and effect in accordance with the provisions of the City Charter of the City of Georgetown.

PASSED AND APPROVED on First Reading on the _____of _____, 2026.

PASSED AND APPROVED on Second Reading on the _____ of _____, 2026.

ATTEST: THE CITY OF GEORGETOWN

_____ _____

Robyn Densmore, City Secretary Josh Schroeder, Mayor

_____

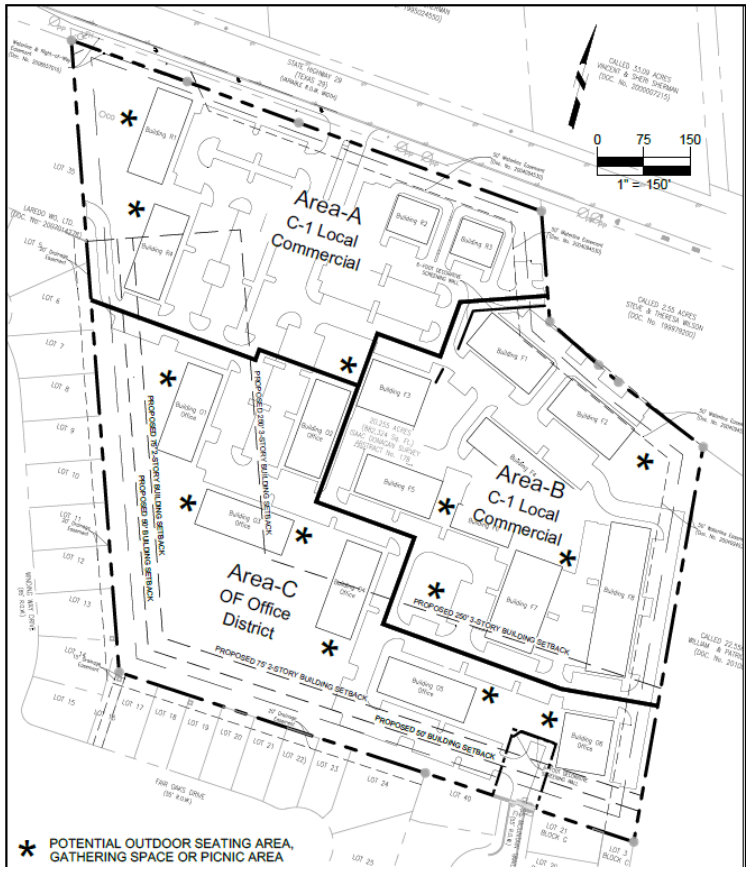
Skye Masson, City Attorney

Preserve at Water Oak Public Improvement District

2026 Annual Service Plan Update

AUGUST 11, 2026

Preserve at Water Oak Development



- Location
  - 19 (+/-) acres at 3701 TX-29
- Developer
  - 3701 SH29 LLC
- General Features
  - 18,139 Sq Ft Multi-Tenant Retail
  - 7,900 Sq Ft Quick Service Retail
  - 111,997 Sq Ft Office
  - 70,597 Sq Ft Flex Office

2026 Annual Service Plan Update

- On July 22, 2025, the City Council adopted Ordinance No. 2025-36 ("Assessment Ordinance") levying the Assessment and approving the SAP.

- Pursuant to the PID Act, the Service and Assessment Plan (SAP) must be review and updated annually.

- This 2026 Annual Service Plan Update is the update to the SAP and includes the updated Assessment Roll.

Service Plan

Annual Installments Due		1/31/2027	1/31/2028	1/31/2029	1/31/2030	1/31/2031
Principal		$ 92,000.00	$ 97,000.00	$ 102,000.00	$ 107,000.00	$ 113,000.00
Interest		255,540.00	250,020.00	244,200.00	238,080.00	231,660.00
	(1)	$ 347,540.00	$ 347,020.00	$ 346,200.00	$ 345,080.00	$ 344,660.00
Annual Collection Costs	(2)	$ 40,680.00	$ 36,393.60	$ 37,121.47	$ 37,863.90	$ 38,621.18
Additional Interest [a]	(3)	$ -	$ -	$ -	$ -	$ -
Total Annual Installment	**(4)=(1)+(2)+(3)**	**$ 388,220.00**	**$ 383,413.60**	**$ 383,321.47**	**$ 382,943.90**	**$ 383,281.18**

[a] If PID Bonds are issued, Additional Interest will be charged and collected.

Assessment Roll

- The total Annual Installment as shown on the Assessment Roll due January 31, 2027 is $388,220.00.

- The Assessment Roll includes all the properties in the District and each property's corresponding Annual Installment amount that will be billed as a line item on the Williamson County property tax bill.

Council Action

A ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS ("CITY"), AUTHORIZING AN ANNUAL SERVICE PLAN UPDATE AND AN UPDATE TO THE ASSESSMENT ROLL FOR PARKS AT WESTHAVEN PUBLIC IMPROVEMENT DISTRICT, IN ACCORDANCE WITH CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; MAKING SUCH OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND DECLARING AN EFFECTIVE DATE

The Preserve at Water Oak Public Improvement District

SERVICE AND ASSESSMENT PLAN

JULY 22, 2025

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INTRODUCTION

Capitalized terms used in this Service and Assessment Plan shall have the meanings given to them in **Section I** unless otherwise defined in this Service and Assessment Plan or unless the context in which a term is used clearly requires a different meaning. Unless otherwise defined, a reference to a "Section" or an "Exhibit" shall be a reference to a Section of this Service and Assessment Plan or an Exhibit attached to and made a part of this Service and Assessment Plan for all purposes.

On December 10, 2024, the City passed and approved Resolution No. 121024-6.D authorizing the creation of the District in accordance with the PID Act, which authorization was effective upon approval.

On July 22, 2025, the City adopted Ordinance No. _____ approving this Service and Assessment Plan and the Assessment Roll for the Preserve at Water Oak Public Improvement District.

The purpose of the District is to finance the Actual Costs of Authorized Improvements that confer a special benefit on approximately 19.77 acres comprising the District located within the corporate limits of the City, as described by metes and bounds on **Exhibit A** and depicted on **Exhibit B**.

The PID Act requires a Service Plan must (i) cover a period of at least five years; (ii) define the annual indebtedness and projected cost of the Authorized Improvements; and (iii) include a copy of the buyer disclosure notice form required by Section 5.014 of the Texas Property Code, as amended. The Service Plan is contained in **Section IV** and the form of Buyer Disclosure notice is attached as **Exhibit L**.

The PID Act requires that the Service Plan include an Assessment Plan that assesses the Actual Costs of the Authorized Improvements against Assessed Property within the District based on the special benefits conferred on such property by the Authorized Improvements. The Proposed Assessment Plan is contained in **Section V**.

The PID Act requires an Assessment Roll that states the Assessment against each Parcel determined by the method chosen by the City. The Assessment against each Assessed Property must be sufficient to pay the share of the Actual Costs apportioned to the Assessed Property and cannot exceed the special benefit conferred on the Assessed Property by the Authorized Improvements. The Assessment Roll is contained in **Exhibit F**.

SECTION I: DEFINITIONS

"Actual Costs" mean, with respect to Authorized Improvements, the actual costs paid or incurred by or on behalf of the Owner of the District: (1) to plan, design, acquire, construct, install, and dedicate such improvements to the City; (2) to prepare plans, specifications (including bid packages), contracts, and as-built drawings; (3) to obtain zoning, licenses, plan approvals, permits, inspections, and other governmental approvals; (4) for third-party professional consulting services including but not limited to, engineering, surveying, geotechnical, land planning, architectural, landscaping, legal, accounting, and appraisals; (5) of labor, materials, equipment, fixtures, payment and performance bonds and other construction security, and insurance premiums; and (6) to implement, administer, and manage the above-described activities, including a 4% construction management fee. Actual Costs shall not include general contractor's fees in an amount that exceeds a percentage equal to the percentage of work completed or construction management fees in an amount that exceeds an amount equal to the construction management fee amortized in approximately equal monthly installments over the term of the applicable construction management contract. Amounts expended for costs described in subsection (3), (4), and (6) above shall be excluded from the amount upon which the general contractor and construction management fees are calculated.

"Additional Interest" means the amount collected by application of the Additional Interest Rate if PID Bonds are issued.

"Additional Interest Rate" means the 0.50% additional interest rate charged on an Assessment as authorized by Section 372.018 of the PID Act. The Additional Interest Rate is not charged on Assessments securing the Reimbursement Obligation.

"Administrator" means the City or the person or independent firm designated by the City who shall have the responsibility provided in this Service and Assessment Plan, the Indenture, or any other agreement or document approved by the City Council related to the duties and responsibility of the administration of the District. The initial Administrator is P3Works, LLC.

"Annual Collection Costs" means the actual or budgeted costs and expenses relating to collecting the Annual Installments, including, but not limited to, costs and expenses for: (1) the Administrator and City staff; (2) legal counsel, engineers, accountants, financial advisors, and other consultants engaged by the City; (3) calculating, collecting, and maintaining records with respect to Assessments and Annual Installments; (4) preparing and maintaining records with respect to Assessment Rolls and Annual Service Plan Updates; (5) paying, and redeeming PID Bonds, if issued; (6) investing or depositing Assessments and Annual Installments; (7) complying with this Service and Assessment Plan and the PID Act with respect to the administration of the

District, including continuing disclosure requirements; and (8) the paying agent/registrar and Trustee in connection with PID Bonds, if issued, including their respective legal counsel. Annual Collection Costs collected but not expended in any year shall be carried forward and applied to reduce Annual Collection Costs for subsequent years.

"Annual Installment" means the annual installment payment of an Assessment as calculated by the Administrator and approved by the City Council, that may include: (1) principal; (2) interest; (3) Annual Collection Costs; and (4) Additional Interest, if applicable.

"Annual Service Plan Update" means an update to this Service and Assessment Plan prepared no less frequently than annually by the Administrator and approved by the City Council, in accordance with the PID Act.

"Assessed Property" means any Parcel within the District that benefits from the Authorized Improvements and on which an Assessment is levied as shown on the Assessment Roll and which includes any and all Parcels within the District other than Non-Benefitted Property.

"Assessment" means an assessment levied against Assessed Property to pay the costs of certain Authorized Improvements as specific herein, which Assessment is imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

"Assessment Ordinance" will mean that certain Ordinance adopted by the City Council in accordance with the PID Act that approves the final Service and Assessment Plan and levies the Assessment on Assessed Property within the District, as shown on the Assessment Roll.

"Assessment Plan" means the methodology employed to assess the Actual Costs of the Authorized Improvements against Assessed Property within the District based on the special benefits conferred on such property by the Authorized Improvements, as more specifically described in **Section V.**

"Assessment Roll" means the Assessment Roll for the Assessed Property within the District and included in this Service and Assessment Plan as **Exhibit F**, as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of PID Bonds, if issued, or in connection with any Annual Service Plan Update.

"Authorized Improvements" means the improvements authorized by Section 372.003 of the PID Act, and described in **Section III.A, III.C and III.D** and depicted on **Exhibit C**. Authorized

Improvements include the Major Improvements, Bond Issuance Costs, and First Year Annual Collection Costs.

"Bond Issuance Costs" mean the costs associated with issuing PID Bonds, including but not limited to attorney fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, City costs, reserve fund requirements, underwriter discount, fees charged by the Texas Attorney General, and any other cost or expense directly associated with the issuance of PID Bonds, if bonds are issued. The Bond Issuance Costs shown in **Exhibit C** are estimates, and subject to change upon the issuance of PID Bonds.

"City" means the City of Georgetown, Texas.

"City Council" means the governing body of the City.

"Condo Final Plat" means the Preserve at Water Oak Condo Plat that was recorded with the County on April 11, 2025. This plat is shown on **Exhibit K**.

"County" means Williamson County, Texas.

"Delinquent Collection Costs" mean, for an Assessed Property, interest, penalties, and other costs and expenses authorized by the PID Act that directly or indirectly relate to the collection of delinquent Assessments, delinquent Annual Installments, or any other delinquent amounts due under this Service and Assessment Plan, including costs and expenses to foreclose liens.

"District" means the Preserve at Water Oak Public Improvement District containing approximately 19.77 acres within the corporate limits of the City, as described legally by metes and bounds on **Exhibit A** and as depicted by the map on **Exhibit B**.

"Engineer's Report" means the report provided by a licensed professional engineer that describes the Authorized Improvements, including their costs, location, and benefit, and is attached hereto as **Appendix A.**

"Estimated Buildout Value" means the estimated buildout value of an Assessed Property with fully constructed buildings, as provided by the Owner, and confirmed by the City Council by considering such factors as density, lot size, proximity to amenities, view premiums, location, market conditions, historical sales, builder contracts, discussions with homebuilders, reports from third party consultants, or any other information that may impact value. The Estimated Buildout Value for each Lot Type is shown on **Exhibit H.**

"First Year Annual Collection Costs" means the estimated Annual Collection Costs for the first year following the levy of Assessments.

"Indenture" means an Indenture of Trust entered into in connection with the issuance of PID Bonds, as amended or supplemented from time to time, between the City and the Trustee setting forth terms and conditions related to the PID Bonds, if issued.

"Initial Parcel" means all of the Assessed Property against which the entire Assessment is levied, as shown on the Assessment Roll.

"Landowner Consent Certificate" means a Landowner Consent Certificate by any Owner dated _____, as may be further amended.

"Lot" means (1) for any portion of the District for which a final subdivision plat has been recorded in the official public records of the County, a tract of land described by "lot" in such final and recorded subdivision plat, and (2) for any portion of the District for which a horizontal condominium regime has been created, a tract of land described by "unit" in the final declaration of condominium regime.

"Lot Type" means a classification of final building Lots with similar characteristics (e.g. lot size, product type, Estimated Buildout Value, etc.), as determined by the Administrator and confirmed and approved by the City Council.

"Lot Type 1" means Assessed Property intended for use as Multi-Tenant Retail within the District.

"Lot Type 2" means Assessed Property intended for use as Quick Service Retail within the District.

"Lot Type 3" means Assessed Property intended for use as Office within the District.

"Lot Type 4" means Assessed Property intended for use as Flex Office within the District.

"Major Improvements" mean improvements that confer a special benefit to all of the Assessed Property within the District, more specifically described in **Section III.A** and shown on **Exhibit C**.

"Maximum Assessment" means the amount shown for each Lot Type on **Exhibit H**. The Maximum Assessment shall be reduced annually by the principal portion of the Annual Installment.

"Non-Benefitted Property" means Parcels within the boundaries of the District that accrue no special benefit from Authorized Improvements as determined by the City Council.

"Owner" means 3701 SH29 LLC, a Texas limited liability company, and their successors and assigns.

"Parcel(s)" means a property within the boundaries of the District, identified by either a tax map identification number assigned by the Williamson Central Appraisal District for real property tax purposes, by metes and bounds description, by lot and block number in a final subdivision plat recorded in the official public records of the County, or by any other means as determined by the City Council.

"PID Act" means Chapter 372, Texas Local Government Code, as amended.

"PID Bonds" means any bonds issued in accordance with the PID Act, if applicable, that are secured in whole or in part by Assessments.

"Private Improvements" means those improvements which are not Major Improvements, including internal streets and monument signage within the proposed District. Private Improvements are not Authorized Improvements, are not eligible for reimbursement, and will be paid by the Owner as shown in **Exhibit E**.

"Prepayment" means the payment of all or a portion of an Assessment before the due date thereof. Amounts received at the time of a Prepayment which represent a payment of principal, interest, or penalties on a delinquent installment of Assessment are not to be considered a Prepayment, but rather are to be treated as a payment of the regularly scheduled Assessment.

"Prepayment Costs" means interest, including Additional Interest (if applicable), and Annual Collection Costs incurred up to the date of Prepayment.

"Reimbursement Agreement" means that certain "PID Construction, Financing, and Reimbursement Agreement The Preserve at Water Oak Public Improvement District" effective July 8, 2025, entered into by and between the City and Owner, whereby all or a portion of the Actual Costs not paid to Owner from PID Bonds, will be paid to the Owner from Assessments to reimburse the Owner for Actual Costs paid by the Owner, plus interest, that are eligible to be paid with Assessments.

"Reimbursement Obligation" means an amount not to exceed $4,347,000 secured by Assessments to be paid to Owner pursuant to the Reimbursement Agreement, but excluding any payments from the net proceeds of PID Bonds. The Annual Installments for the Reimbursement Obligation are shown on **Exhibit G**. The Reimbursement Obligation is anticipated to be satisfied and financed by a portion of the Improvement Area #1 Bonds. At the time that PID Bonds are issued, the Bonds will be sized so that the Tax Rate Equivalent will not exceed $0.55.

"Remainder Parcel" means all the Assessed Property within the buildings labeled "Unit 3", "Unit 15", "Unit 13", "Unit 11", "Unit 9", "Unit 7", "Unit 6" "Unit 14", "Unit 12", "Unit 10", and "Unit 8" on the Condo Final Plat, as shown on **Exhibit K**.

"Remaining Property" shall have the meaning assigned to such term in **Section VI.F**.

"Service and Assessment Plan" means this Preserve at Water Oak Service and Assessment Plan approved by City Council on July 22, 2025, as updated, amended or supplemented from time to time.

"Service Plan" means the plan more specifically described in **Section IV** that covers a period of at least five years and defines the annual indebtedness and projected costs of the Authorized Improvements.

"Taken Property" shall have the meaning assigned to such term in **Section VI.F**.

"Taking" shall have the meaning assigned to such term in **Section VI.F**.

"Tax Rate Equivalent" means the equivalent tax rate of the average Annual Installment of the Assessment per $100 of Estimated Buildout Value of the respective Lot, as shown on **Exhibit H**. The Assessment is not a tax.

"Trustee" means the trustee (or successor trustee) under an Indenture.

SECTION II: THE DISTRICT

The District includes approximately 19.77 acres within the corporate limits of the City, as described legally by metes and bounds on **Exhibit A** and as depicted by the map on **Exhibit B**. Development of the District is anticipated to include 18,139 square feet of Lot Type 1, approximately 7,900 square feet of Lot Type 2, approximately 111,997 square feet of Lot Type 3, as well as approximately 70,597 square feet of Lot Type 4.

SECTION III: AUTHORIZED IMPROVEMENTS

The City, based on information provided by the Owner and its engineer and reviewed by the City staff in its regulatory capacity and by third-party consultants retained by the City, determined that the Authorized Improvements confer a special benefit on the Assessed Property. Major Improvements will be designed and constructed in accordance with City standards and will be owned and operated by the City once accepted unless specifically stated below. The budget for the Authorized Improvements, as well as the allocation of the Actual Costs of the Authorized Improvements, is shown on **Exhibit C**.

A. Major Improvements

- Drainage

  Peak runoff rates for the existing and proposed drainage areas were determined using HEC-HMS 4.3. The program's SCS methodology for this analysis utilized the Atlas 14 frequency estimates provided by the National Oceanic and Atmospheric Administration's National Weather Service and the 24-hour SCS type III rainfall distribution for the 2, 5, 10, 25, 50, and 100-year storm events. The existing and developed conditions were divided into two drainage basins each, one that drained towards the existing culvert west of the proposed site and one that drained towards the existing culvert to the east. The proposed site drains to a single drainage facility (Detention/Water Quality Pond) located in the southwest corner of the developed site.

- *Water*

  The project lies within the City of Georgetown water services boundary. Water service will be provided by connecting to an existing 24-inch public water pipe along State Highway 29. Internal water utilities will be provided to the individual buildings by a proposed 4-inch PVC C-900 water main and an 8-inch PVC C-900 for the fire water line.

- *Wastewater*

  The project lies within the City of Georgetown wastewater services boundary. Internal wastewater utilities will be provided by connecting to the 8-inch public wastewater main in the existing Cross Creek Mountain public ROW. The public 8" wastewater main is routed throughout the development within public easements and provides a public wastewater manhole near the main entrance at SH-29 for future public connections. The internal lines will be constructed in accordance with the City of Georgetown water and wastewater system design criteria and specifications.

- *Streets*

  A deceleration/right turn lane is proposed along W. State Highway 29. This lane will allow the traffic to merge over and decelerate from the normal SH29 speed to make the right turn into the development.

  The primary driveway constructed within the Public ROW of W. State Highway 29 will be a commercial grade driveway as required by the City and will serve as the primary access for the development with secondary access to Cross Mountain Trail and two proposed "cross-access" points to the neighboring commercial properties. The primary access driveway will be constructed of rigid pavement (concrete) design and will meet the TxDOT requirements, will have a minimum slab thickness of 8" and will also use standard CRCP (1)-13, Continuously Reinforced Concrete Pavement, One-Layer Steel Bar Placement.

- *Landscaping*

  Construction techniques and standards will be compliant with the City of Georgetown codes and criteria manuals. Code compliant landscaping including, but not limited to, existing tree preservation, new tree plantings, shrubs, foundation plant screening, mulch protection and grass cover throughout. A City required irrigation system is installed throughout the project to provide the watering for the required landscaping.

  Typical erosion and sedimentation control measures to be utilized during construction include silt fence, rock berms, stabilized construction entrances, inlet protection, and hydro-mulching. These controls are required to remove pollutants from a rainfall event during and after construction.

- *Signage*

  Entrance signage will be in the form of 3-4'x'4x10' tall rock pillars. The pillars will contain signage for the name of the development "PRESERVE" and the address. There will also be

wayfinding signage throughout the development to allow better access to the businesses within the development.

- *District Formation Expenses*

  Costs and expenses directly associated with forming the District.

B. Private Improvements

- *Internal Streets and Private Parking Areas*

  There are numerous private drive aisle with associated parking spaces constructed for the internal buildings. There is approximately 5,400 linear feet of 26-foot wide private drive aisle with approximately 687 parking spaces.

- *Private Monument Signage*

  There will be a monument sign placed near the entrance of the property for the purpose of displaying retail tenant signage.

C. Bond Issuance Costs

- *Debt Service Reserve Fund*

  Equals the amount required to fund a reserve under the Indenture in connection with the issuance of PID Bonds, if issued. This amount may be updated or revised at the time of issuance if PID Bonds are issued.

- *Capitalized Interest*

  Equals the amount of capitalized interest available for payment of interest on PID Bonds, if issued, as reflected in the Indenture. This amount may be updated or revised at the time of issuance if PID Bonds are issued.

- *Underwriter's Discount*

  Equals a percentage of the par amount of a particular series of PID Bonds, if issued, and includes a fee for underwriter's counsel. This amount may be updated or revised at the time of issuance if PID Bonds are issued.

- *Cost of Issuance*

  Costs associated with issuing PID Bonds, if issued, including but not limited to attorney fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, City costs, fees charged by the Texas Attorney General, and any other cost or

expense directly associated with the issuance of PID Bonds. This amount may be updated or revised at the time of issuance if PID Bonds are issued.

D. Other Costs

- *First Year Annual Collection Costs*

  Estimated cost of the First Year Annual Collections Costs.

SECTION IV: SERVICE PLAN

The PID Act requires the Service Plan to cover a period of at least five years. The Service Plan is required to define the projected costs and annual indebtedness for the Authorized Improvements undertaken within the District during the five-year period. The Service Plan is also required to include a copy of the buyer disclosure notice form required by Section 5.014 of the Texas Property Code, as amended. The Service Plan shall be updated in each Annual Service Plan Update. **Exhibit D** summarizes the Service Plan for the District. Per the PID Act and Section 5.014 of the Texas Property Code, as amended, this Service and Assessment Plan, and any future Annual Service Plan Updates, shall include a form of the buyer disclosure for the District. The buyer disclosures are attached hereto as **Appendix B.**

PID Bonds may be issued by the City to pay all or a portion of the Reimbursement Obligation owed under the Reimbursement Agreement. If and when PID Bonds are issued, the PID Bonds will fund costs of issuance of the PID Bonds and other costs set forth in **Section III** above. Assessments may be collected in an amount sufficient to pay principal, interest, and Additional Interest on the PID Bonds, costs of issuance of the PID Bonds, and to fund the debt service reserve requirement, as defined in the applicable Indenture.

Exhibit E summarizes the sources and uses of funds required to construct certain Authorized Improvements and Private Improvements, as well as the amounts required to fund the required reserves and pay the estimated Bond Issuance Costs. The sources and uses of funds shown on **Exhibit E** shall be updated in each Annual Service Plan Update.

SECTION V: ASSESSMENT PLAN

The PID Act requires the City to apportion the Actual Costs of the Authorized Improvements to the Assessed Property based on the special benefit received from the Authorized Improvements. The PID Act provides that such costs may be apportioned: (1) equally per front foot or square foot; (2) according to the value of property as determined by the City, with or without regard to improvements constructed on the property; or (3) in any other manner approved by the City that results in imposing equal shares of such costs on property similarly benefited. The PID Act further

provides that the governing body may establish by ordinance or order reasonable classifications and formulas for the apportionment of the cost between the municipality and the area to be assessed and the methods of assessing the special benefits for various classes of improvements.

This section of this Service and Assessment Plan describes the special benefit received by each Assessed Property within the District as a result of the Authorized Improvements and provides the basis and justification for the determination that this special benefit exceeds the amount of the Assessments levied on the Assessed Property for such Authorized Improvements.

The determination by the City of the assessment methodologies set forth below is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on the Owner and all future owners and developers of the Assessed Property.

A. Assessment Methodology

The City Council, acting in its legislative capacity based on information provided by the Owner and its engineer and reviewed by the City staff in its regulatory capacity and by third-party consultants retained by the City, determined that the costs of the Authorized Improvements shall be allocated entirely to the Initial Parcel. Upon Subdivision of an Assessed Property, the Actual Costs of the Authorized Improvements shall be reallocated based on Estimated Buildout Value as further described in **Section VI**.

B. Assessments

Assessments are levied on the Assessed Property according to the Assessment Roll attached hereto as **Exhibit F**. The projected Annual Installments are shown on **Exhibit G,** subject to revisions made during the preparation of the final Service and Assessment Plan any Annual Service Plan Update.

The Maximum Assessment for each Lot Type is shown on **Exhibit H**. In no case will the Assessment for any Lot Type exceed the Maximum Assessment.

C. Findings of Special Benefit

The City Council, acting in its legislative capacity based on information provided by the Owner and its engineer and reviewed by the City staff in its regulatory capacity and by third-party consultants retained by the City, has found and determined:

- The estimated cost of the Authorized Improvements equals $5,930,359 as shown on **Exhibit C**; and
- The Assessed Property receives special benefit from the Authorized Improvements equal to or greater than the Actual Costs of the Authorized Improvements; and
- The Assessed Property was allocated 100% of the Assessments levied for the Authorized Improvements, which equals $4,347,000 as shown on **Exhibit F;** and

- The special benefit (≥ $5,930,359) received by the Assessed Property from the Authorized Improvements is greater than the amount of Assessments ($4,347,000) levied on the Assessed Property for the Authorized Improvements; and
- When the City Council approves the Assessment Ordinance, it is anticipated that the Owner will still own 100% of the Assessed Property. In a Landowner Consent Certificate with the City, the Owner acknowledged that the Authorized Improvements confer a special benefit on the Assessed Property and consented to the imposition of the Assessments to pay for the Actual Costs associated therewith. The Owner ratified, confirmed, accepted, agreed to, and approved (1) the determinations and findings by the City Council as to the special benefits described herein and in the Assessment Ordinance, (2) this Service and Assessment Plan and the proposed Assessment Ordinance to be adopted in conformance therewith, and (3) the levying of the Assessments on the Assessed Property.

D. Annual Collection Costs

The Annual Collection Costs shall be paid for on a pro rata basis by each Assessed Property based on the amount of outstanding Assessment remaining on the Assessed Property. The Annual Collection Costs shall be collected as part of and in the same manner as Annual Installments in the amounts shown on the Assessment Roll, which may be revised based on actual costs incurred in Annual Service Plan Updates.

E. Additional Interest

Additional Interest will not be collected as part of the Reimbursement Obligation. If PID Bonds are issued, the interest rate on Assessments levied on the Assessed Property may exceed the interest rate on the PID Bonds by the Additional Interest Rate. If and when PID Bonds are issued, Additional Interest shall be collected as part of each Annual Installment and shall be deposited pursuant to the applicable Indenture.

F. Interest

The interest on the Assessment securing the Reimbursement Obligation shall be collected at rates established under the Reimbursement Agreement as part of the Annual Installment pursuant to the Reimbursement Agreement.

SECTION VI: TERMS OF THE ASSESSMENTS

A. Reallocation of Assessments

1. Upon Division Prior to Recording of Subdivision Plat

Upon the division of any Assessed Property (without the recording of subdivision plat), the Administrator shall reallocate the Assessment for the Assessed Property prior to the division among the newly divided Assessed Properties according to the following formula:

$A = B \times (C \div D)$

Where the terms have the following meanings:

A = the Assessment for the newly divided Assessed Property
B = the Assessment for the Assessed Property prior to division
C = the Estimated Buildout Value of the newly divided Assessed Property
D = the sum of the Estimated Buildout Value for all the newly divided Assessed Properties

The calculation of the Assessment of an Assessed Property shall be performed by the Administrator and shall be based on the Estimated Buildout Value of that Assessed Property, as provided by the Owners, relying on information from homebuilders, market studies, appraisals, Official Public Records of the County, and any other relevant information regarding the Assessed Property. The Estimated Buildout Values for Lot Type 1, Lot Type 2, Lot Type 3, and Lot Type 4 are shown on **Exhibit H** and will not change in future Annual Service Plan Updates but **Exhibit H** may be updated in future Annual Service Plan Updates to account for additional Lot Types. The calculation as confirmed by the City Council shall be conclusive and binding.

The sum of the Assessments for all newly divided Assessed Properties shall equal the Assessment for the Assessed Property prior to subdivision. The calculation shall be made separately for each newly divided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in the next Annual Service Plan Update immediately following such reallocation.

2. Upon Subdivision by a Recorded Subdivision Plat

Upon the subdivision of any Assessed Property based on a recorded subdivision plat, the Administrator shall reallocate the Assessment for the Assessed Property prior to the subdivision among the new subdivided Lots based on Estimated Buildout Value according to the following formula:

$A = [B \times (C \div D)]/E$

Where the terms have the following meanings:

A = the Assessment for the newly subdivided Lot
B = the Assessment for the Parcel prior to subdivision
C = the sum of the Estimated Buildout Value of all newly subdivided Lots with the same Lot Type
D = the sum of the Estimated Buildout Value for all the newly subdivided Lots excluding Non-Benefitted Property
E= the number of Lots with the same Lot Type

Prior to the recording of a subdivision plat, the Owner shall provide the City an Estimated Buildout Value as of the date of the recorded subdivision plat for each Lot created by the recorded subdivision plat. The calculation of the Assessment for a Lot shall be performed by the Administrator and confirmed by the City based on Estimated Buildout Value information provided by the Owner, homebuilders, third party consultants, and/or the Official Public Records of the County regarding the Lot. The Estimated Buildout Values for Lot Type 1, Lot Type 2, Lot Type 3 and Lot Type 4 are shown on **Exhibit H** and will not change in future Annual Service Plan Updates. The calculation as confirmed by the City Council shall be conclusive and binding.

The sum of the Assessments for all newly subdivided Lots shall not exceed the Assessment for the portion of the Assessed Property subdivided prior to subdivision. The calculation shall be made separately for each newly subdivided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in the next Annual Service Plan Update immediately following such reallocation and approved by the City Council.

3. Upon Consolidation

If two or more Lots or Parcels are consolidated, the Administrator shall allocate the Assessments against the Lots or Parcels before the consolidation to the consolidated Lot or Parcel, which allocation shall be approved by the City Council in the next Annual Service Plan Update immediately following such consolidation. The Assessment for any resulting Lot will not exceed the Maximum Assessment, shown on **Exhibit H** for the applicable Lot Type, and compliance may require a mandatory prepayment of Assessments pursuant to **Section VI.B**.

B. True-up of Assessments if Maximum Assessment Exceeded

Prior to the City approving a final subdivision plat, the Administrator will certify that such plat will not result in the Assessment per Lot for any Lot Type to exceed the Maximum Assessment. If the Administrator determines that the resulting Assessment per Lot for any Lot Type will exceed the Maximum Assessment, then (i) the Assessment applicable to each Lot Type exceeding the Maximum Assessment shall be reduced to the Maximum Assessment, and (ii) the person or entity filing the plat shall pay to the City, or cause to be paid to the City, the amount the Assessment was reduced, plus Prepayment Costs and Delinquent Collection Costs, prior to the City approving the final plat. The City's approval of a final subdivision plat without payment of such amounts does not eliminate the obligation of the person or entity filing the plat to pay the amounts referenced in (ii) in the immediately preceding sentence. At no time shall the aggregate Assessments for any Lot exceed the Maximum Assessment.

C. Mandatory Prepayment of Assessments

If Assessed Property or portion thereof is transferred to a person or entity that is exempt from payment of the Assessments, the owner transferring the Assessed Property shall pay to the City or the Administrator on behalf of the City the full amount of the outstanding Assessment, plus Prepayment Costs and Delinquent Collection Costs, if any, for such Assessed Property, prior to such conveyance or act, and no such conveyance shall be effective until the City receives such payment. If the owner of the Assessed Property causes the Assessed Property to become Non-Benefitted Property, the owner causing the change in status shall pay the full amount of the outstanding Assessment, plus Prepayment Costs and Delinquent Collection Costs, if any, prior to the change in status, and no such change shall be effective until the City receives such payment. Following the payment of the foregoing costs in full, the City shall provide the owner with a recordable "Notice of Assessment Termination," a form of which is attached hereto as **Exhibit L.**

D. Reduction of Assessments

If as a result of cost savings or Authorized Improvements not being constructed, the Actual Costs of completed Authorized Improvements are less than the Assessments, (i) in the event PID Bonds are not issued for the purpose of financing Authorized Improvements affected by such reduction in Actual Costs, the City Council shall reduce each Assessment on a pro-rata basis such that the sum of the resulting reduced Assessments for all Assessed Property equals the reduced Actual Costs, or (ii) in the event PID Bonds are issued for the purpose of financing Authorized Improvements affected by such reduction in Actual Costs,, the Trustee shall apply amounts on deposit in the applicable account of the project fund, relating to the PID Bonds, that are not expected to be used for purposes of the project fund to redeem outstanding PID Bonds, in accordance with the applicable Indenture. The Assessments shall not, however, be reduced to

an amount less than the amount required to pay all outstanding desbt service requirements on all outstanding PID Bonds.

If PID Bonds to refinance the Reimbursement Obligation are not issued within two years from the date the Assessments are levied, the Assessments will be reduced in an amount equal to the estimated Bond Issuance Costs related to costs of issuing PID Bonds, as shown on **Exhibit C** hereto and only to the extent that the Bond Issuance Costs exceed the proven costs. The City Council shall reduce the Assessments in the same way they were levied on all Assessed Properties.

The Administrator shall update (and submit to the City Council for review and approval as part of the next Annual Service Plan Update) the Assessment Roll and corresponding Annual Installments to reflect the reduced Assessments.

E. Prepayment of Assessments

The owner of any Assessed Property may pay, at any time, all or any part of an Assessment in accordance with the PID Act. If PID Bonds are issued, interest costs from the date of prepayment to the date of redemption of the applicable PID Bonds, may be paid from a reserve established under the applicable Indenture. If an Annual Installment has been billed prior to the Prepayment, the Annual Installment shall be due and payable and shall be credited against the Prepayment.

If an Assessment is pre-paid in full, with Prepayment Costs: (1) the Administrator shall cause the Assessment to be reduced to zero and the Assessment Roll to be revised accordingly; (2) the Administrator shall cause the revised Assessment Roll to be approved by the City Council as part of the next Annual Service Plan Update; (3) the obligation to pay the Assessment and corresponding Annual Installments shall terminate with respect to said Assessed Property; and (4) the City shall provide the owner with a recordable "Notice of PID Assessment Termination," a form of which is attached as **Exhibit K**.

If an Assessment is pre-paid in part, with Prepayment Costs: (1) the Administrator shall cause the Assessment to be reduced and the Assessment Roll revised accordingly; (2) the Administrator shall cause the revised Assessment Roll to be approved by the City Council as part of the next Annual Service Plan Update; and (3) the obligation to pay the Assessment and corresponding Annual Installments shall be reduced to the extent of the Prepayment made.

G. Prepayment as a result of Eminent Domain Proceeding or Taking

Subject to applicable law, if any portion of any Parcel of Assessed Property is taken from an owner as a result of eminent domain proceedings or if a transfer of any portion of any Parcel of Assessed Property is made to an entity with the authority to condemn all or a portion of the Assessed Property in lieu of or as a part of an eminent domain proceeding (a "**Taking**"), the portion of the Assessed Property that was taken or transferred (the "**Taken Property**") shall be reclassified as Non-Benefitted Property.

For the Assessed Property that is subject to the Taking as described in the preceding paragraph, the Assessment that was levied against the Assessed Property (when it was included in the Taken Property) prior to the Taking shall remain in force against the remaining Assessed Property (the Assessed Property less the Taken Property,) (the "**Remaining Property**"), following the reclassification of the Taken Property as Non-Benefitted Property, subject to an adjustment of the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. The owner of the Remaining Property will remain liable to pay in Annual Installments, or payable as otherwise provided by this Service and Assessment Plan, as updated, or the PID Act, the Assessment that remains due on the Remaining Property, subject to an adjustment in the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. Notwithstanding the foregoing, if the Assessment that remains due on the Remaining Property exceeds the Maximum Assessment, the owner of the Remaining Property will be required to make a Prepayment in an amount necessary to ensure that the Assessment against the Remaining Property does not exceed the Maximum Assessment, in which case the Assessment applicable to the Remaining Property will be reduced by the amount of the partial Prepayment. If the City receives all or a portion of the eminent domain proceeds (or payment made in an agreed sale in lieu of condemnation), such amount shall be credited against the amount of prepayment, with any remainder credited against the assessment on the Remainder Property.

In all instances the Assessment remaining on the Remaining Property shall not exceed the Maximum Assessment.

By way of illustration, if an owner owns 100 acres of Assessed Property subject to a $100 Assessment and 10 acres is taken through a Taking, the 10 acres of Taken Property shall be reclassified as Non-Benefitted Property and the remaining 90 acres of Remaining Property shall be subject to the $100 Assessment, (provided that this $100 Assessment does not exceed the Maximum Assessment on the Remaining Property). If the Administrator determines that the $100 Assessment reallocated to the Remaining Property would exceed the Maximum Assessment on the Remaining Property by $10, then the owner shall be required to pay $10 as a Prepayment of the Assessment against the Remaining Property and the Assessment on the Remaining Property shall be adjusted to be $90.

Notwithstanding the previous paragraphs in this subsection (F), if the owner of the Taken Property notifies the City and the Administrator that the Taking prevents the Remaining Property from being developed for any use which could support the Estimated Buildout Value requirement, the owner shall, upon receipt of the compensation for the Taken Property, be required to prepay the amount of the Assessment required to buy down the outstanding Assessment to the Maximum Assessment on the Remaining Property to support the Estimated Buildout Value requirement. Said owner will remain liable to pay the Annual Installments on both

the Taken Property and the Remaining Property until such time that such Assessment has been prepaid in full.

Notwithstanding the previous paragraphs in this subsection (F), the Assessments shall not, however, be reduced to an amount less than the outstanding PID Bonds, if issued.

H. Payment of Assessment in Annual Installments

Assessments that are not paid in full shall be due and payable in Annual Installments. **Exhibit G** shows the projected Annual Installments for the District. In no case will the Assessment for any Lot Type exceed the Maximum Assessment. Annual Installments are subject to adjustment in each Annual Service Plan Update.

Prior to the recording of a final subdivision plat, if any Parcel shown on the Assessment Roll is assigned multiple tax parcel identification numbers for billing and collection purposes, the Annual Installment shall be allocated pro rata based on the acreage of the Parcel not including any Non-Benefitted Property, as shown by the Williamson Central Appraisal District for each tax parcel identification number.

The Administrator shall prepare and submit to the City Council for its review and approval an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include updated Assessment Rolls and updated calculations of Annual Installments. The Annual Collection Costs for a given Assessment shall be paid by the owner of each Parcel pro rata based on the ratio of the amount of outstanding Assessment remaining on the Parcel to the total outstanding Assessment. Annual Installments shall be collected by the City in the same manner and at the same time as ad valorem taxes. Annual Installments shall be subject to the penalties, procedures, and foreclosure sale in case of delinquencies as set forth in the PID Act and in the same manner as ad valorem taxes due and owing to the City. To the extent permitted by the PID Act or other applicable law, the City Council may provide for other means of collecting Annual Installments, but in no case shall the City take any action, or fail to take any action, that would cause it to be in default under any Indenture. Assessments shall have the lien priority specified in the PID Act. For billing purposes only, until a plat has been recorded within the Initial Parcel, the Annual Installment will be billed to each property ID within the Initial Parcel based on the Williamson Central Appraisal District acreage.

Sales of the Assessed Property for nonpayment of Annual Installments shall be subject to the lien for the remaining unpaid Annual Installments against the Assessed Property, and the Assessed Property may again be sold at a judicial foreclosure sale if the purchaser fails to timely pay the Annual Installments as they become due and payable.

The City reserves the right to refund PID Bonds, if issued in accordance with the PID Act, if such bonds are issued. In the event of a refunding, the Administrator shall recalculate the Annual

Installments so that total Annual Installments will be sufficient to pay the refunding bonds, and the refunding bonds shall constitute "PID Bonds."

Each Annual Installment of an Assessment, including interest on the unpaid principal of the Assessment, shall be updated annually. Each Annual Installment shall be due when billed and shall be delinquent if not paid prior to February 1 of the following year. The initial Annual Installments shall be due when billed and shall be delinquent if not paid prior to February 1, 2026.

Failure of an owner of Assessed Property to receive an invoice for an Annual Installment on the property tax bill or otherwise shall not relieve the owner of Assessed Property of the obligation to pay the Assessment. Assessments, or Annual Installments thereof, that are delinquent shall incur Delinquent Collection Costs.

SECTION VII: ASSESSMENT ROLL

The Assessment Roll is attached as **Exhibit F**. The Administrator shall prepare and submit to the City Council for review and approval, proposed revisions to the Assessment Roll and Annual Installments for each Parcel within the Assessed Property before levying the Assessments and thereafter as part of each Annual Service Plan Update.

SECTION VIII: ADDITIONAL PROVISIONS

A. Calculation Errors

If the owner of an Assessed Property claims that an error has been made in any calculation required by this Service and Assessment Plan, including, but not limited to, any calculation made as part of any Annual Service Plan Update, the sole and exclusive remedy of the owner of Assessed Property shall be to submit a written notice of error to the Administrator by December 1st of each year following City Council approval of the calculation; otherwise, the owner shall be deemed to have unconditionally approved and accepted the calculation. Upon receipt of a written notice of error from an owner the Administrator shall provide a written response to the City Council and the owner within 30 days of such referral. The City Council shall consider the owner's notice of error and the Administrator's response at a public meeting, and within 30 days after adjourning such meeting, the City Council shall make a final determination as to whether an error has been made. If the City Council determines that an error has been made, the City Council shall take such corrective action as is authorized by the PID Act, this Service and Assessment Plan, the applicable Assessment Ordinance, or the applicable Indenture, or as otherwise authorized by the discretionary power of the City Council. The determination by the City Council as to whether an error has been made, and any corrective action taken by the City Council, shall be final and binding on the owner and the Administrator.

B. Amendments

Amendments to this Service and Assessment Plan must be made by the City Council in accordance with the PID Act. To the extent permitted by the PID Act, this Service and Assessment Plan may be amended without notice to owners of the Assessed Property: (1) to correct mistakes and clerical errors; (2) to clarify ambiguities; and (3) to provide procedures to collect Assessments, Annual Installments, and other charges imposed by this Service and Assessment Plan.

C. Administration and Interpretation

The Administrator shall: (1) perform the obligations of the Administrator as set forth in this Service and Assessment Plan; (2) administer the District for and on behalf of and at the direction of the City Council; and (3) interpret the provisions of this Service and Assessment Plan. Interpretations of this Service and Assessment Plan by the Administrator shall be in writing and shall be appealable to the City Council by owners of Assessed Property adversely affected by the interpretation. Appeals shall be decided by the City Council after providing an opportunity for all interested parties to be heard at a public meeting of the City Council. Decisions by the City Council shall be final and binding on the owners and developers and their successors and assigns.

D. Form of Buyer Disclosure

Per Section 5.014 of the Texas Property Code, as amended, this Service and Assessment Plan, and any future Annual Service Plan Updates, shall include a form of the buyer disclosures for the District. The buyer disclosures are attached hereto in **Appendix B**. Within seven days of approval by the City Council, the City shall file and record in the real property records of the County the executed ordinance of this Service and Assessment Plan, or any future Annual Service Plan Updates. The executed ordinance, including any attachments approving this Service and Assessment Plan or any future Annual Service Plan Updates shall be filed and recorded in their entirety.

E. Severability

If any provision of this Service and Assessment Plan is determined by a governmental agency or court to be unenforceable, the unenforceable provision shall be deleted and, to the maximum extent possible, shall be rewritten to be enforceable. Every effort shall be made to enforce the remaining provisions.

LIST OF EXHIBITS

The following Exhibits are attached to and made a part of this Service and Assessment Plan for all purposes:

Exhibit A	District Legal Description
Exhibit B	District Boundary Map
Exhibit C	Project Costs
Exhibit D	Service Plan – Five Year Plan
Exhibit E	Service Plan – Sources and Uses
Exhibit F	Assessment Roll
Exhibit G	Annual Installments
Exhibit H	Maximum Assessment per Lot Type
Exhibit I-1	Map of Authorized Improvements
Exhibit I-2	Map of Private Improvements
Exhibit J	Lot Type Classification Map
Exhibit K	Condo Preliminary Plat
Exhibit L	Notice of PID Assessment Termination
Exhibit M	Buyer Disclosures

APPENDICES

The following Appendices are attached to and made a part of this Service and Assessment Plan for all purposes:

Appendix A Engineer's Report

Appendix B Buyer Disclosures

EXHIBIT A – DISTRICT LEGAL DESCRIPTION

LEGAL DESCRIPTION
A 19.77 ACRE TRACT OF LAND BEING OUT OF THE 20.26 ACRES CONVEYED TO 3701 SH29, LLC IN A WARRANTY DEED, RECORDED IN DOCUMENT NO. 2019030375 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND BEING ALL OF 19.77 ACRES, LOT 1, BLOCK 1, RECORDED AS THE PRESERVE AT WATER OAK, OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY TEXAS DOCUMENT NO. 2022098031.

EXHIBIT B – DISTRICT BOUNDARY MAP

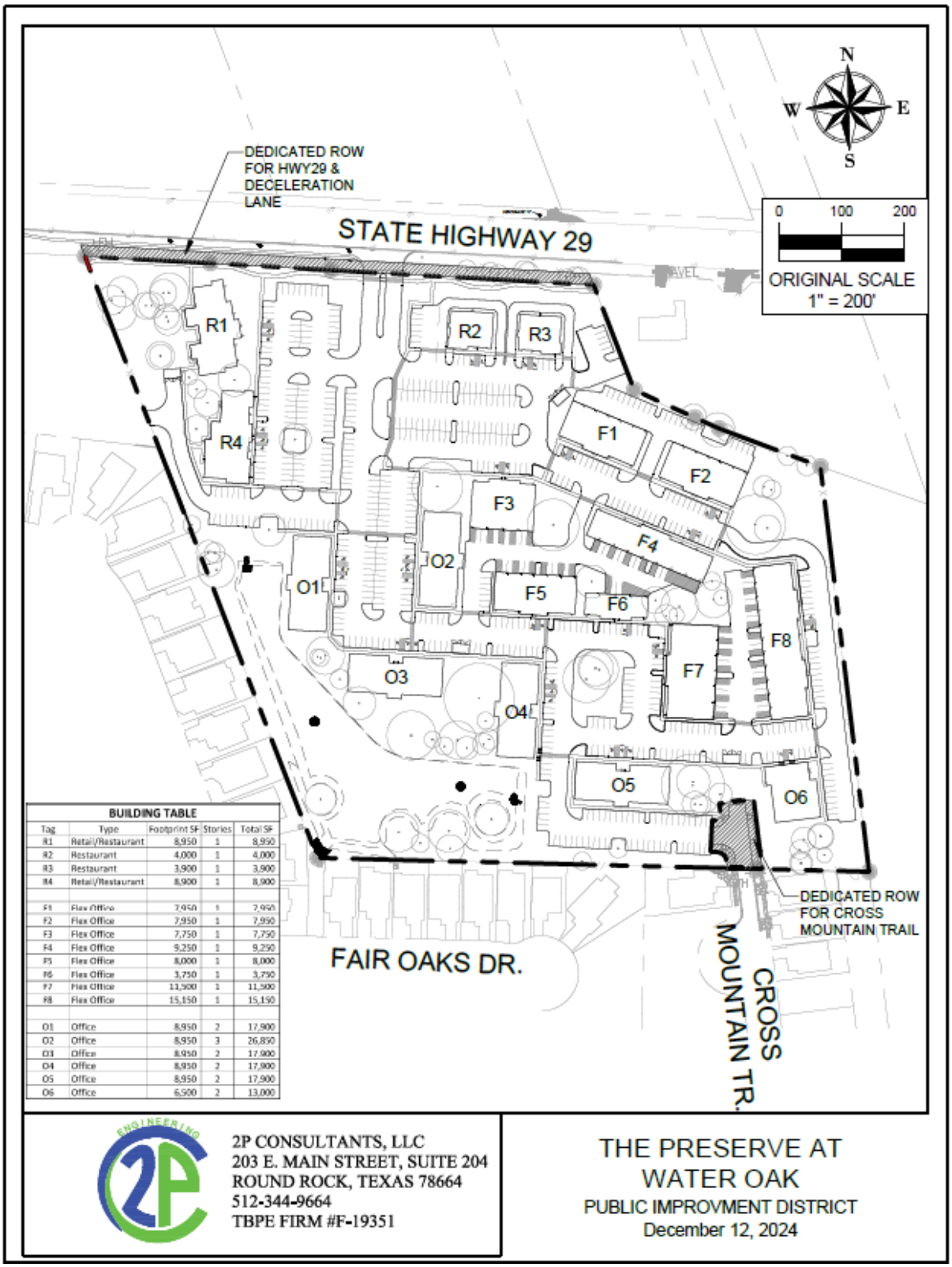


EXHIBIT C – PROJECT COSTS

	Authorized Improvements [a]	Private Costs	Total Costs
Major Improvements			
Drainage [b]	$ 1,226,553	$ -	$ 1,226,553
Water [b]	1,481,352	-	1,481,352
Wastewater [b]	694,925	-	694,925
Cross Mountain Trail Access [b]	164,453	-	164,453
Streets [b]	267,509	-	267,509
Landscaping [b] [c]	818,499	-	818,499
Signage [b] [c]	179,417	-	179,417
District Formation [c]	300,000	-	300,000
	$ 5,132,709	$ -	$ 5,132,709
Private Improvements			
Internal Streets and Private Parking Areas	$ -	$ 2,250,000	$ 2,250,000
Private Monument Signage	-	50,000	50,000
	$ -	$ 2,300,000	$ 2,300,000
Bond Issuance Costs [d]			
Debt Service Reserve Fund	$ 357,060	$ -	$ 357,060
Capitalized Interest	-	-	-
Underwriter's Discount	133,530	-	133,530
Cost of Issuance	267,060	-	267,060
	$ 757,650	$ -	$ 757,650
Other Costs			
First Year Annual Collection Costs	$ 40,000	$ -	$ 40,000
	$ 40,000	$ -	$ 40,000
Total	**$ 5,930,359**	**$ 2,300,000**	**$ 8,230,359**

Footnotes:

[a] Costs were determined per the Engineer's Opinion of Probable Cost prepared by 2P Consultants, LLC.

[b] Costs are inclusive of Soft Costs, Contingency Costs, and Project Management Fees.

[c] Prior to the issuance of PID Bonds, if issued, such costs will be reviewed and updated. The Owner Contribution as set forth in Exhibit E herein may be allocated to such costs in accordance with the Reimbursement Agreement and as determined by the City.

[d] The amounts shown for Bond Issuance Costs are estimates and are subject to change if PID Bonds are issued.

EXHIBIT D – SERVICE PLAN – FIVE YEAR PLAN

Annual Installments Due		1/31/2026	1/31/2027	1/31/2028	1/31/2029	1/31/2030
Principal		$ 88,000.00	$ 92,000.00	$ 97,000.00	$ 102,000.00	$ 107,000.00
Interest		260,820.00	255,540.00	250,020.00	244,200.00	238,080.00
	(1)	$ 348,820.00	$ 347,540.00	$ 347,020.00	$ 346,200.00	$ 345,080.00
Annual Collection Costs	(2)	$ 40,800.00	$ 41,616.00	$ 42,448.32	$ 43,297.29	$ 44,163.23
Additional Interest [a]	(3)	$ -	$ -	$ -	$ -	$ -
Total Annual Installment	**(4)=(1)+(2)+(3)**	**$ 389,620.00**	**$ 389,156.00**	**$ 389,468.32**	**$ 389,497.29**	**$ 389,243.23**

[a] If PID Bonds are issued, Additional Interest will be charged and collected.

EXHIBIT E – SERVICE PLAN – SOURCES AND USES

	Major Improvements	Private Costs	Total
Sources of Funds			
Total Reimbursement Obligation [a] [b]	$ 4,347,000	$ -	$ 4,347,000
Owner Funded Private Improvements [c]	-	2,300,000	2,300,000
Owner Contribution [c]	1,583,359	-	1,583,359
Total Sources	**$ 5,930,359**	**$ 2,300,000**	**$ 8,230,359**
Uses of Funds			
Major Improvements	$ 5,132,709	$ -	$ 5,132,709
Private Improvements	-	2,300,000	2,300,000
	$ 5,132,709	$ 2,300,000	$ 7,432,709
Bond Issuance Costs [d] [e]			
Debt Service Reserve Fund	$ 357,060	$ -	$ 357,060
Capitalized Interest	-	-	-
Underwriter's Discount	133,530	-	133,530
Cost of Issuance	267,060	-	267,060
	$ 757,650	$ -	$ 757,650
Other Costs [d] [e]			
First Year Annual Collection Costs	$ 40,000	$ -	$ 40,000
	$ 40,000	$ -	$ 40,000
Total Uses	**$ 5,930,359**	**$ 2,300,000**	**$ 8,230,359**

Footnotes:

[a] Reimbursable to Owner pursuant to Reimbursement Agreement.

[b] At the time that PID Bonds are issued, the Bonds will be sized so that the Tax Rate Equivalent will not exceed $0.55.

[c] Represents Actual Costs expended or to be expended by the Owner to construct the Public Improvements in excess of the Assessment. Not subject to reimbursement to Owner. Prior to the issuance of PID Bonds, if issued, the Owner Contribution may be allocated to certain public improvement costs in accordance with the Reimbursement Agreement and as determined by the City.

[d] Estimates only. Bond Issuance Costs and Other Costs associated with PID Bonds issued to refinance all or a portion of the Reimbursement Obligation are to be determined and incurred at the time such PID Bonds are issued.

[e] If Bonds to refinance the Reimbursement Obligation are not issued, the Developer may use the amount equal to the Bond Issuance Costs to pay for qualified Authorized Improvements provided the costs are proven by the Developer within two years from the date the Assessments are levied. If costs aren't proven within two years of the date the Assessments are levied, the Assessments will be reduced in an amount equal to the estimated Bond Issuance Costs related to costs of issuing the Bonds, as shown in this table, only to the extent that the Bond Issuance Costs exceed the proven costs. The City Council shall reduce the Assessments in the same way they were levied on all Assessed Properties.

EXHIBIT F – ASSESSMENT ROLL

						Preserve at Water Oak PID[c]			
						Outstanding Assessment[a]		Annual Installment due 1/31/26[a],[b]	
Property ID[d]	TBD Parcel ID	Lot Type	Building	Legal Description	Square Ft.[e]	Initial Parcel	Condo Regime	Initial Parcel	Condo Regime
R634491		Initial Parcel				$ 4,347,000.00		$ 389,620.00	
	TBD	1	18	Unit 18	9,162		$ 252,822.58		$ 22,660.39
	TBD	2	1	Unit 1	4,000		$ 139,813.11		$ 12,531.40
	TBD	2	2	Unit 2	3,900		$ 136,317.78		$ 12,218.11
	TBD	1	17	Unit 17	8,977		$ 247,717.56		$ 22,202.83
	TBD	3	16	Unit 16101	1,463		$ 28,259.73		$ 2,532.91
	TBD	3	16	Unit 16102	1,431		$ 27,641.60		$ 2,477.51
	TBD	3	16	Unit 16103	2,014		$ 38,903.00		$ 3,486.86
	TBD	3	16	Unit 16104	1,986		$ 38,362.14		$ 3,438.38
	TBD	3	16	Unit 16105	1,430		$ 27,622.29		$ 2,475.78
	TBD	3	16	Unit 16106	1,461		$ 28,221.09		$ 2,529.45
	TBD	3	16	Unit 16201	847		$ 16,360.89		$ 1,466.42
	TBD	3	16	Unit 16202	900		$ 17,384.66		$ 1,558.18
	TBD	3	16	Unit 16203	617		$ 11,918.15		$ 1,068.22
	TBD	3	16	Unit 16204	647		$ 12,497.64		$ 1,120.16
	TBD	3	16	Unit 16205	1,209		$ 23,353.39		$ 2,093.16
	TBD	3	16	Unit 16206	1,209		$ 23,353.39		$ 2,093.16
	TBD	3	16	Unit 16207	1,319		$ 25,478.18		$ 2,283.60
	TBD	3	16	Unit 16208	1,045		$ 20,185.52		$ 1,809.22
	TBD	3	16	Unit 16209	869		$ 16,785.85		$ 1,504.51
	TBD	4	4	Unit 4101	2,507		$ 49,963.26		$ 4,478.19
	TBD	4	4	Unit 4102	2,032		$ 40,496.75		$ 3,629.71
	TBD	4	4	Unit 4103	2,469		$ 49,205.94		$ 4,410.31
	TBD	4	5	Unit 5101	2,600		$ 51,816.70		$ 4,644.31
	TBD	4	5	Unit 5102	1,388		$ 27,662.15		$ 2,479.35
	TBD	4	5	Unit 5103	1,394		$ 27,781.72		$ 2,490.07
	TBD	4	5	Unit 5104	1,289		$ 25,689.13		$ 2,302.51
	TBD	4	5	Unit 5105	1,318		$ 26,267.08		$ 2,354.31
	TBD	Remainder Parcel	N/A	N/A	149,150		$ 2,915,118.73		$ 261,281.01
Total Initial Parcel					208,633	**$ 4,347,000.00**		**$ 389,620.00**	

[a] For billing purposes only, until a plat has been recorded within the Initial Parcel, the Annual Installment will be billed to each Tax Parcel within the Initial Parcel based on the acreage of the Tax Parcel as calculated by the Williamson Central Appraisal District.

[b] The Bond Par shall be reduced to ensure the fixed PID Tax Rate Equivalent of $0.55 isn't exceeded should the interest rates on the bonds plus Additional Interest at bond sale be higher than the Reimbursement Obligation rate.

[c] For a version of the Assessment Roll broken out on a per lot basis by legal description per the Preliminary Condo Regime submitted by the Developer, see below. Note, Property ID numbers will be added when assigned by Williamson County.

[d] The Initial Parcel is intended to be a Condo Regime. The Developer must record the Condo Regime with the Williamson County Appraisal District prior to the issuance of PID Bonds.

[e] The Developer has an obligation to build the square footage above for each Unit. Should the square footage change, a mandatory prepayment may be required.

EXHIBIT G – ANNUAL INSTALLMENTS

Annual Installments Due	Principal	Interest [a]	Additional Interest [b] [c]	Annual Collection Costs	Total Annual Installment [c] [d]
2026	$ 88,000.00	$ 260,820.00	$ -	$ 40,800.00	$ 389,620.00
2027	92,000.00	255,540.00	-	41,616.00	389,156.00
2028	97,000.00	250,020.00	-	42,448.32	389,468.32
2029	102,000.00	244,200.00	-	43,297.29	389,497.29
2030	107,000.00	238,080.00	-	44,163.23	389,243.23
2031	113,000.00	231,660.00	-	45,046.50	389,706.50
2032	119,000.00	224,880.00	-	45,947.43	389,827.43
2033	125,000.00	217,740.00	-	46,866.38	389,606.38
2034	131,000.00	210,240.00	-	47,803.70	389,043.70
2035	138,000.00	202,380.00	-	48,759.78	389,139.78
2036	146,000.00	194,100.00	-	49,734.97	389,834.97
2037	153,000.00	185,340.00	-	50,729.67	389,069.67
2038	161,000.00	176,160.00	-	51,744.27	388,904.27
2039	170,000.00	166,500.00	-	52,779.15	389,279.15
2040	179,000.00	156,300.00	-	53,834.73	389,134.73
2041	189,000.00	145,560.00	-	54,911.43	389,471.43
2042	199,000.00	134,220.00	-	56,009.66	389,229.66
2043	210,000.00	122,280.00	-	57,129.85	389,409.85
2044	221,000.00	109,680.00	-	58,272.45	388,952.45
2045	233,000.00	96,420.00	-	59,437.90	388,857.90
2046	246,000.00	82,440.00	-	60,626.65	389,066.65
2047	260,000.00	67,680.00	-	61,839.19	389,519.19
2048	274,000.00	52,080.00	-	63,075.97	389,155.97
2049	289,000.00	35,640.00	-	64,337.49	388,977.49
2050	305,000.00	18,300.00	-	65,624.24	388,924.24
Total	**$ 4,347,000.00**	**$ 4,078,260.00**	**$ -**	**$ 1,306,836.23**	**$ 9,732,096.23**

[a] Interest is calculated at a rate of 6.00% which is less than 2% above the 30-year Municipal Market Data Index, which was 4.54% as of June 20, 2025, as required by the PID Act. If PID Bonds are issued, the interest rate on the Assessment will adjust to the interest rate on the Bonds plus Additional Interest.

[b] If PID Bonds are issued, Additional Interest will be charged and collected.

[c] The Bond Par shall be reduced to ensure the fixed PID Tax Rate Equivalent of $0.55 isn't exceeded should the interest rates on the bonds plus Additional Interest at bond sale be higher than the Reimbursement Obligation rate.

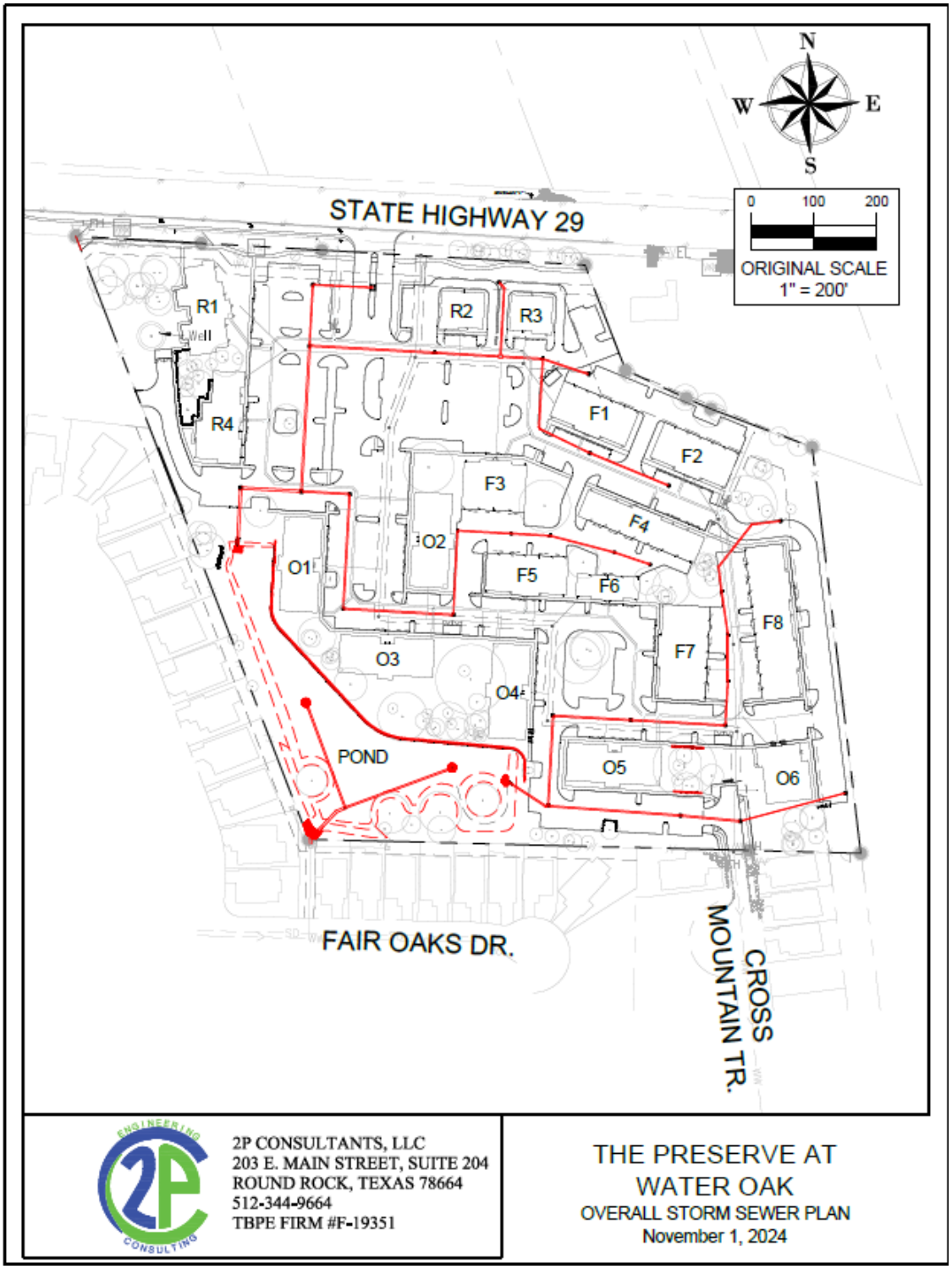
[d] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

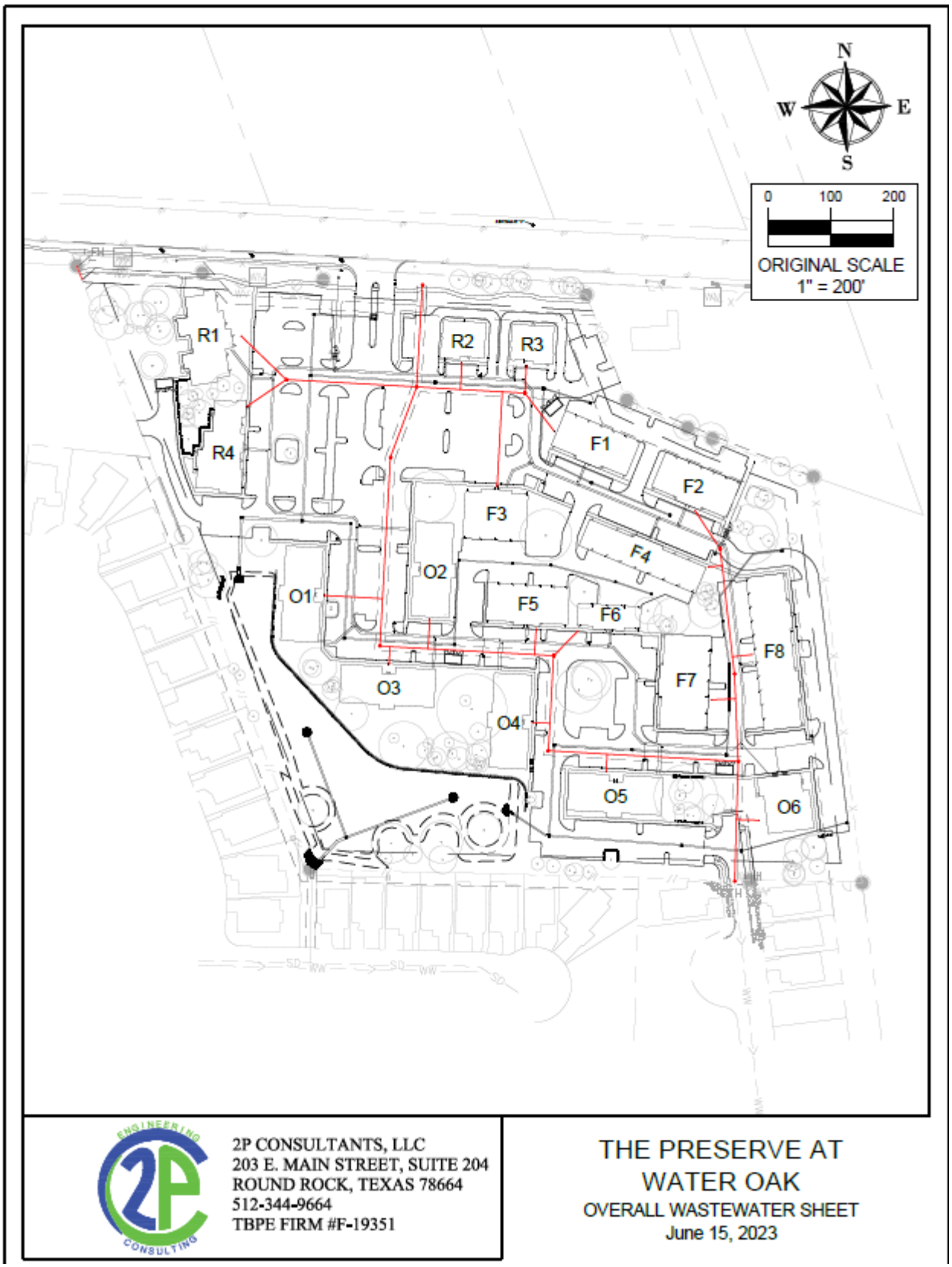
EXHIBIT H – MAXIMUM ASSESSMENT PER LOT TYPE

Lot Type	Square Feet [a]	Maximum Assessment per Lot Type	Total Assessment [b]	Estimated Tax Rate Equivalent
1	18,139	$27.59 per SF	$ 500,540.14	$ 0.55
2	7,900	$34.95 per SF	$ 276,130.90	$ 0.55
3	111,997	$19.32 per SF	$ 2,163,366.00	$ 0.55
4	70,597	$19.93 per SF	$ 1,406,962.96	$ 0.55
Total			**$ 4,347,000.00**	

[a] Square footage and buildout value will not change in future updates to the Service and Assessment Plan, and if square footage requirements are not met, a mandatory prepayment may be required pursuant to **Section VI.B** of the Service and Assessment Plan.
[b] Prior to Bond Pricing, the Condominium Regime must be filed and recorded with Williamson County.

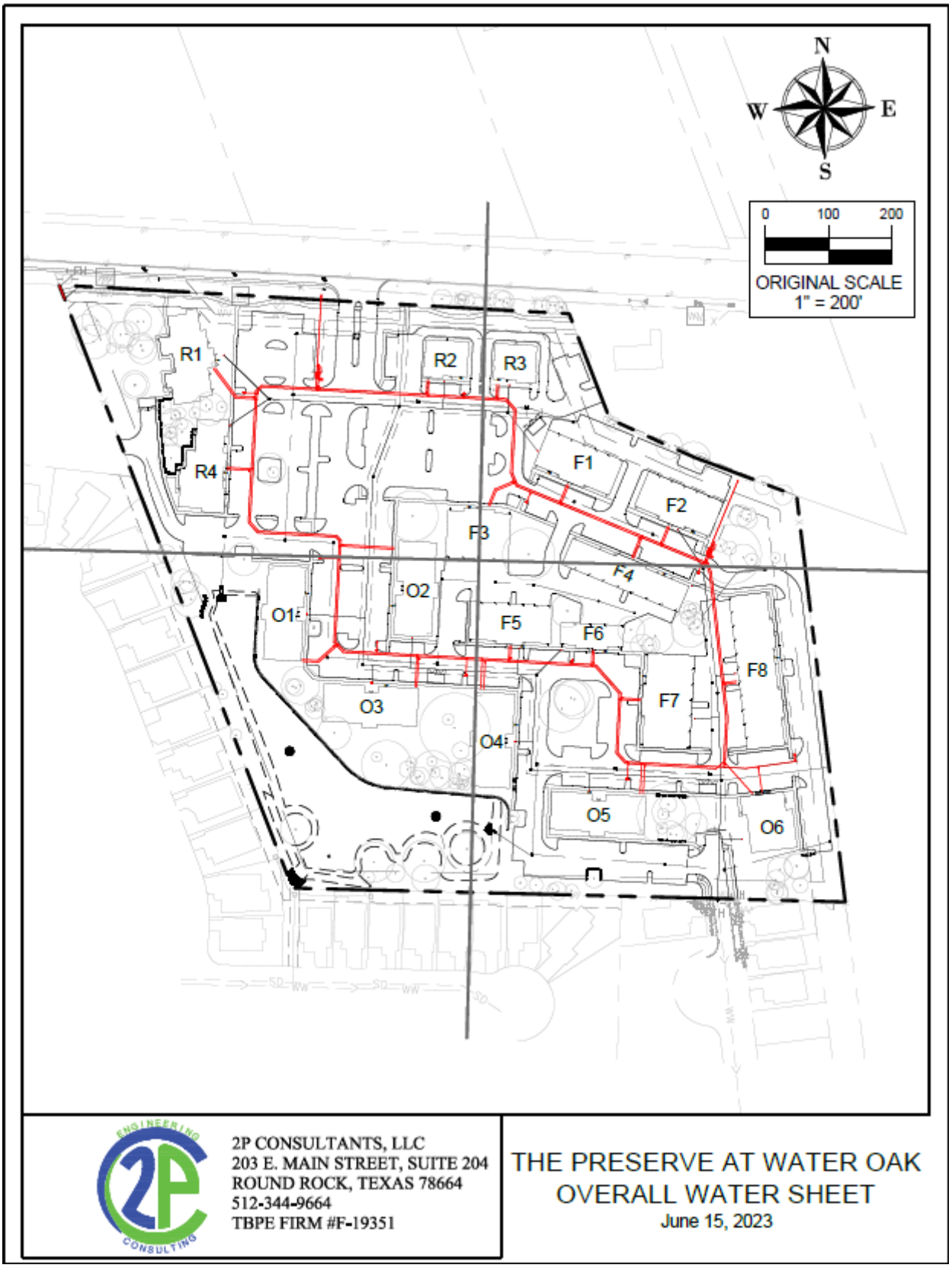
EXHIBIT I-1 – MAP OF AUTHORIZED IMPROVEMENTS

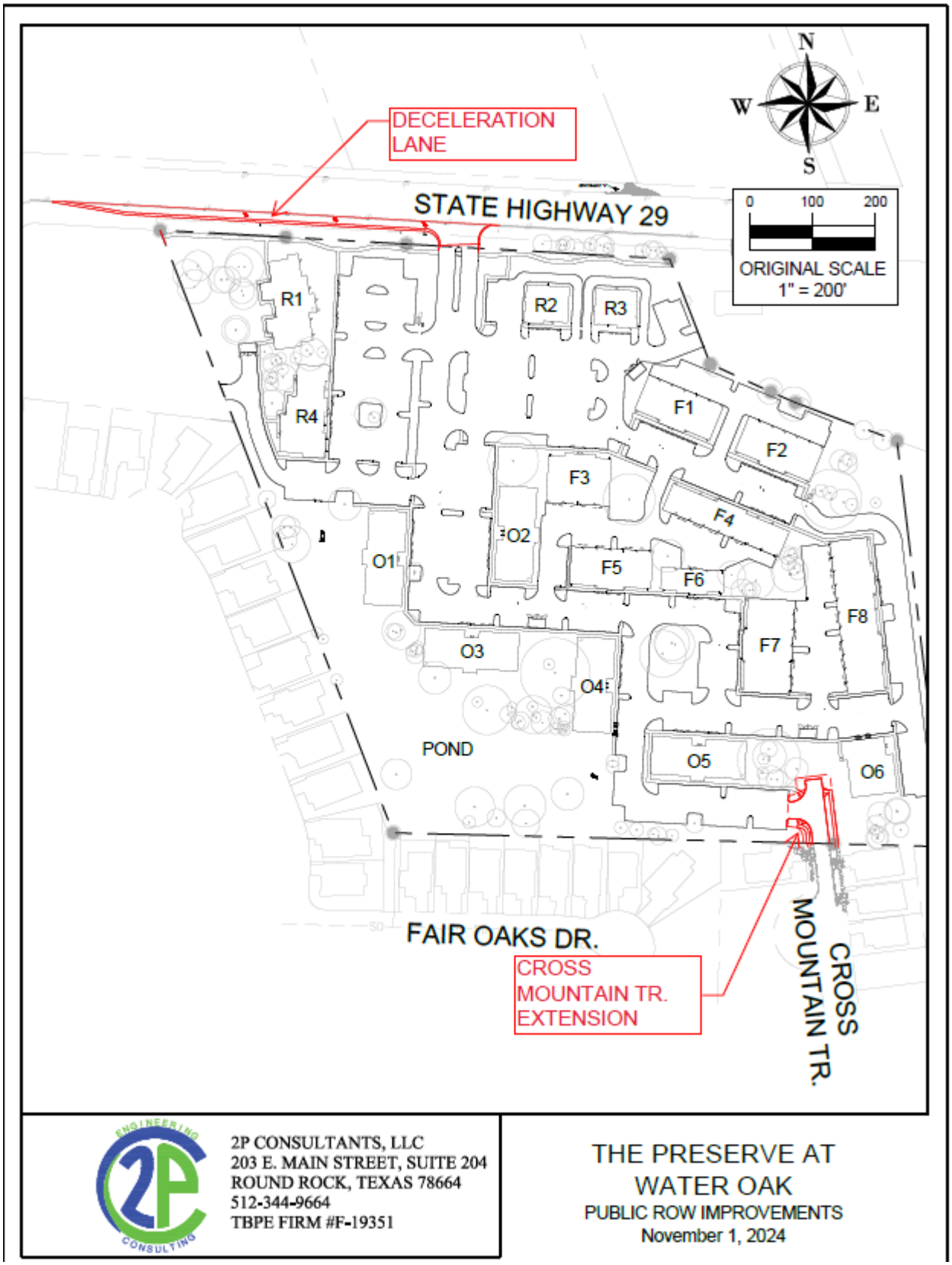


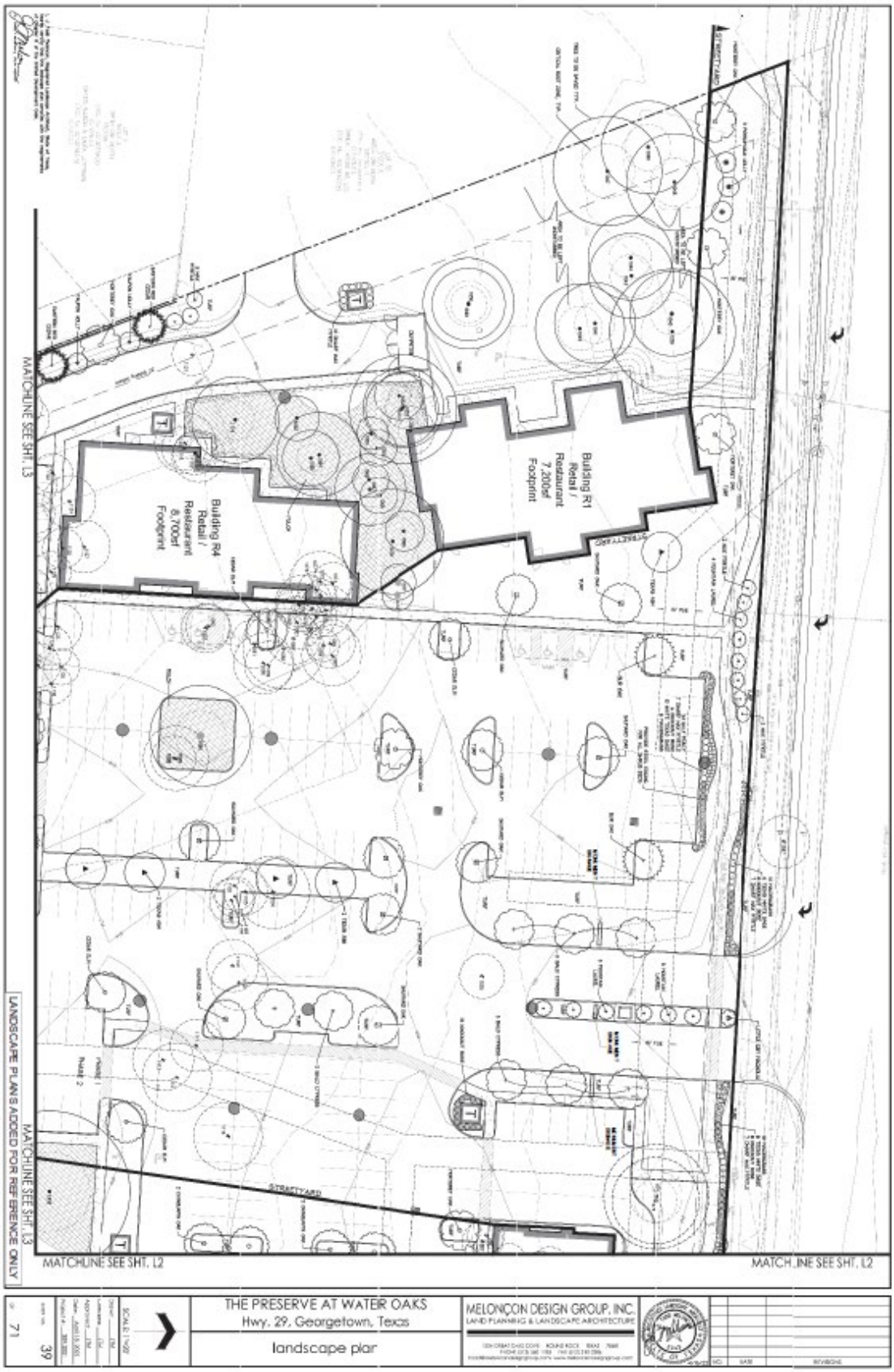


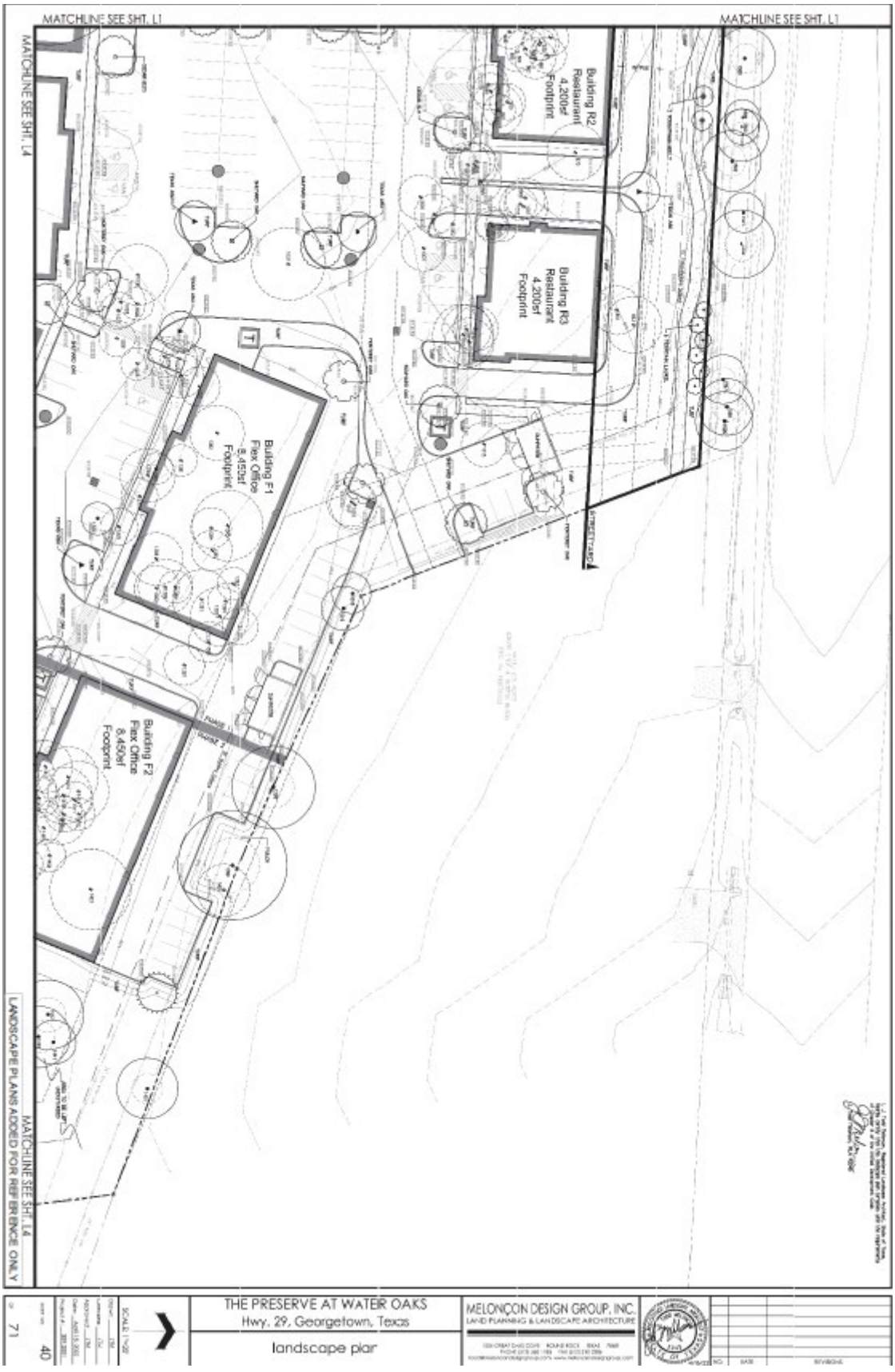
2P CONSULTANTS, LLC
203 E. MAIN STREET, SUITE 204
ROUND ROCK, TEXAS 78664
512-344-9664
TBPE FIRM #F-19351

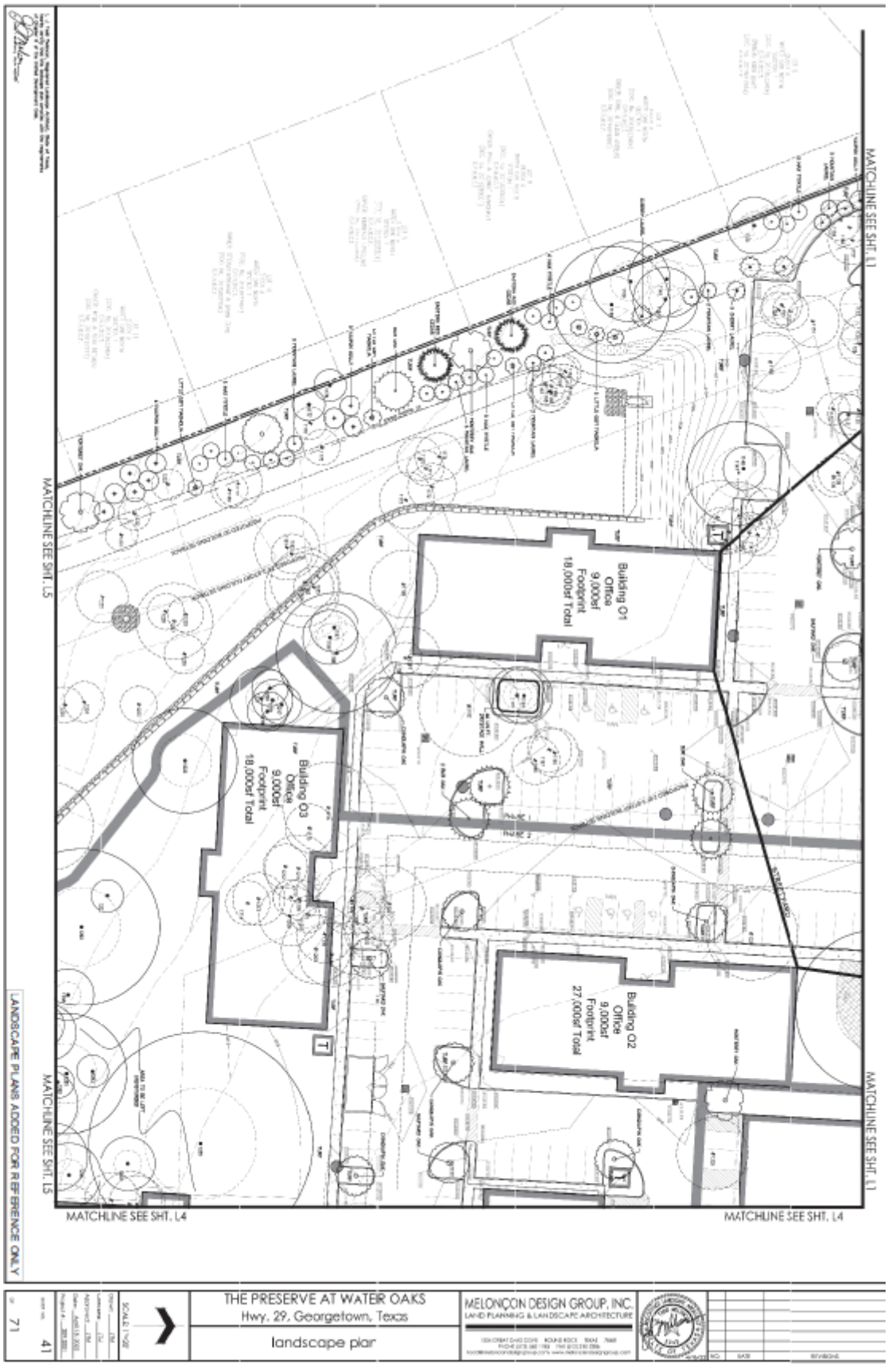
THE PRESERVE AT WATER OAK
OVERALL WASTEWATER SHEET
June 15, 2023

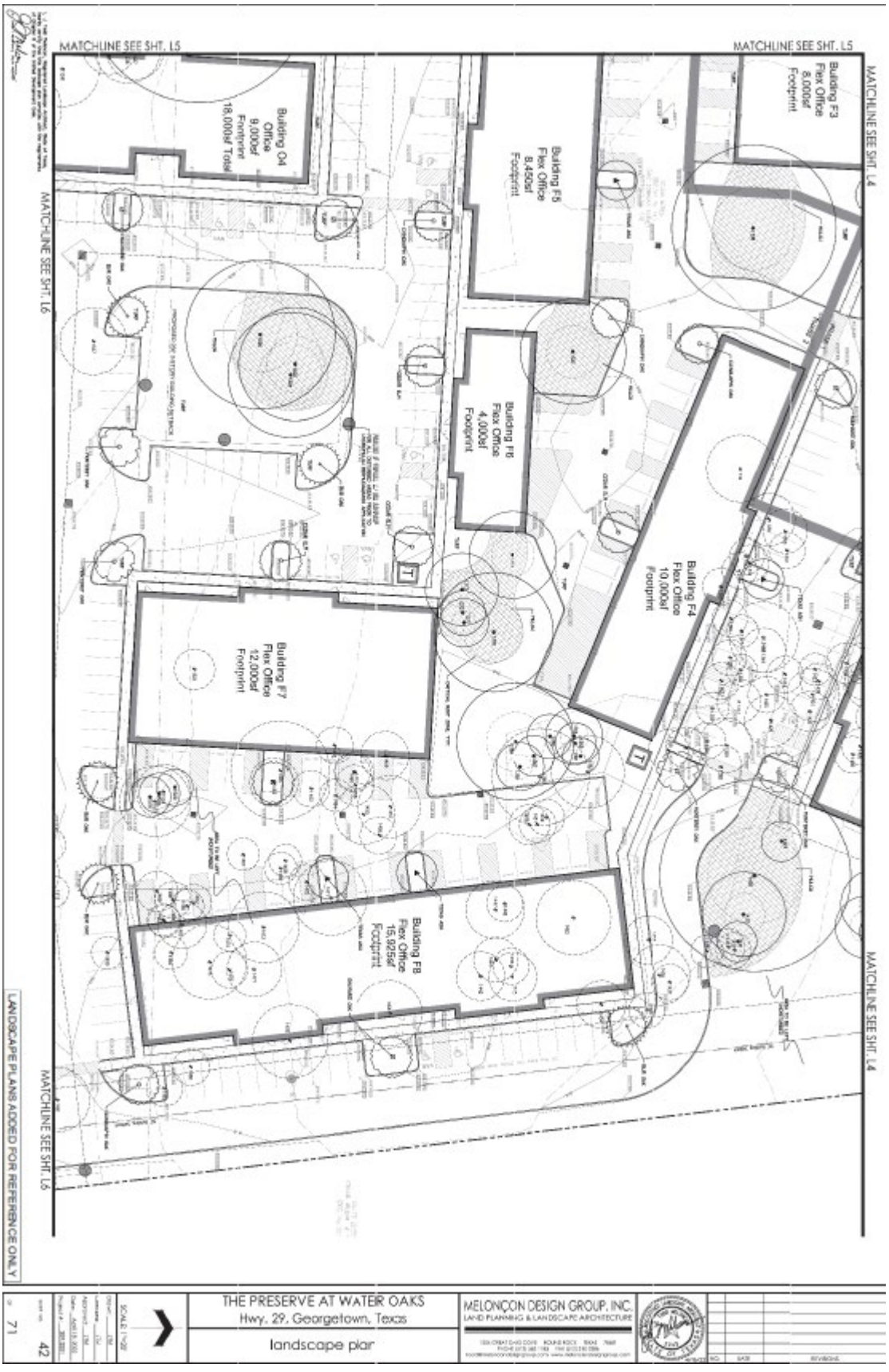

N
W
E
S
0
100
200
ORIGINAL SCALE
1" = 200'
R1
R2
R3
R4
F1
F2
F3
F4
F5
F6
F7
F8
O1
O2
O3
O4
O5
O6
2P CONSULTANTS, LLC
203 E. MAIN STREET, SUITE 204
ROUND ROCK, TEXAS 78664
512-344-9664
TBPE FIRM #F-19351
THE PRESERVE AT WATER OAK
OVERALL WATER SHEET
June 15, 2023

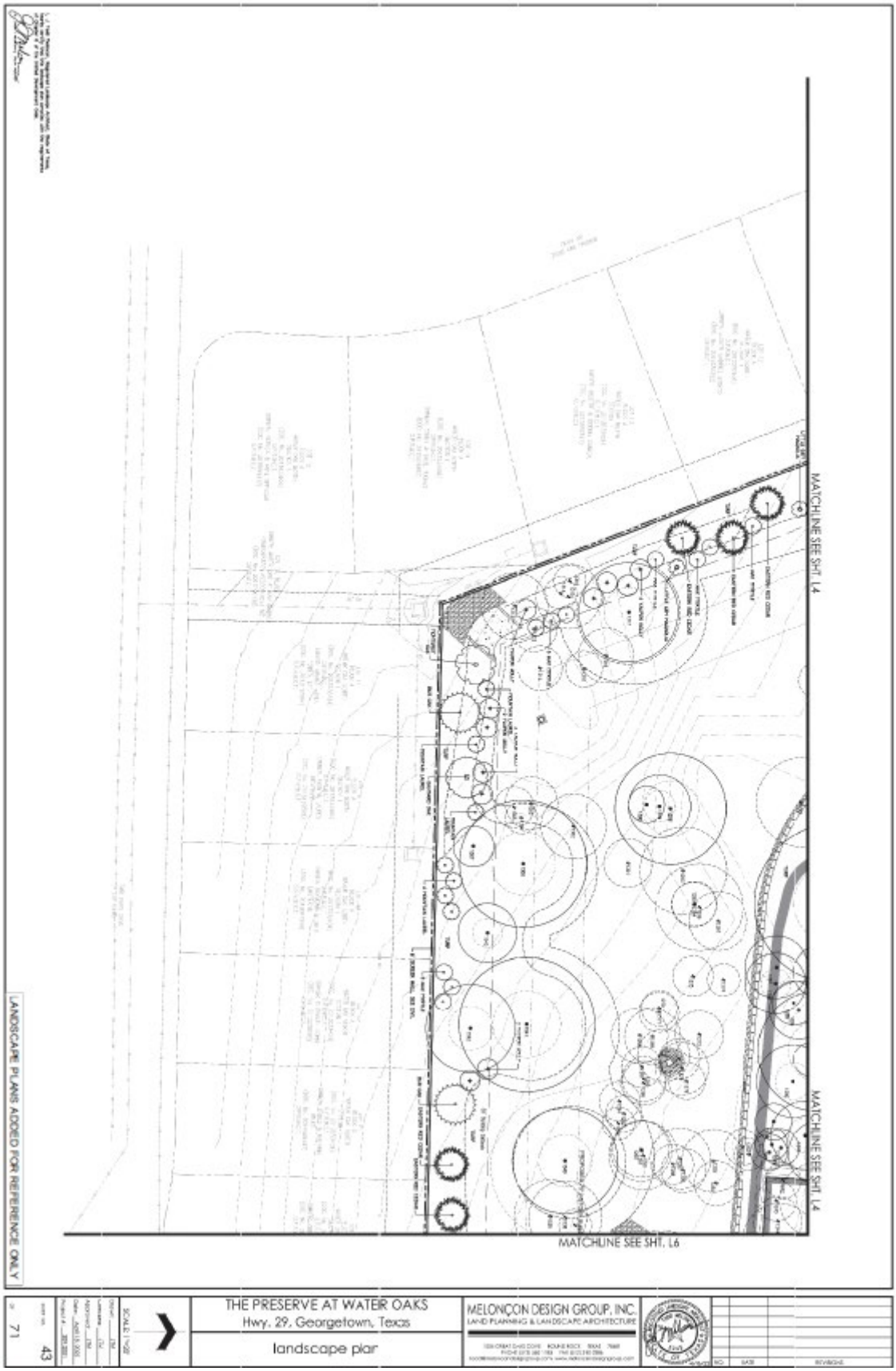

N
W
E
S
DECELERATION LANE
STATE HIGHWAY 29
0
100
200
ORIGINAL SCALE
1" = 200'
R1
R2
R3
R4
F1
F2
F3
F4
F5
F6
F7
F8
O1
O2
O3
O4
O5
O6
POND
FAIR OAKS DR.
CROSS MOUNTAIN TR. EXTENSION
CROSS MOUNTAIN TR.
2P CONSULTANTS, LLC
203 E. MAIN STREET, SUITE 204
ROUND ROCK, TEXAS 78664
512-344-9664
TBPE FIRM #F-19351
THE PRESERVE AT WATER OAK
PUBLIC ROW IMPROVEMENTS
November 1, 2024

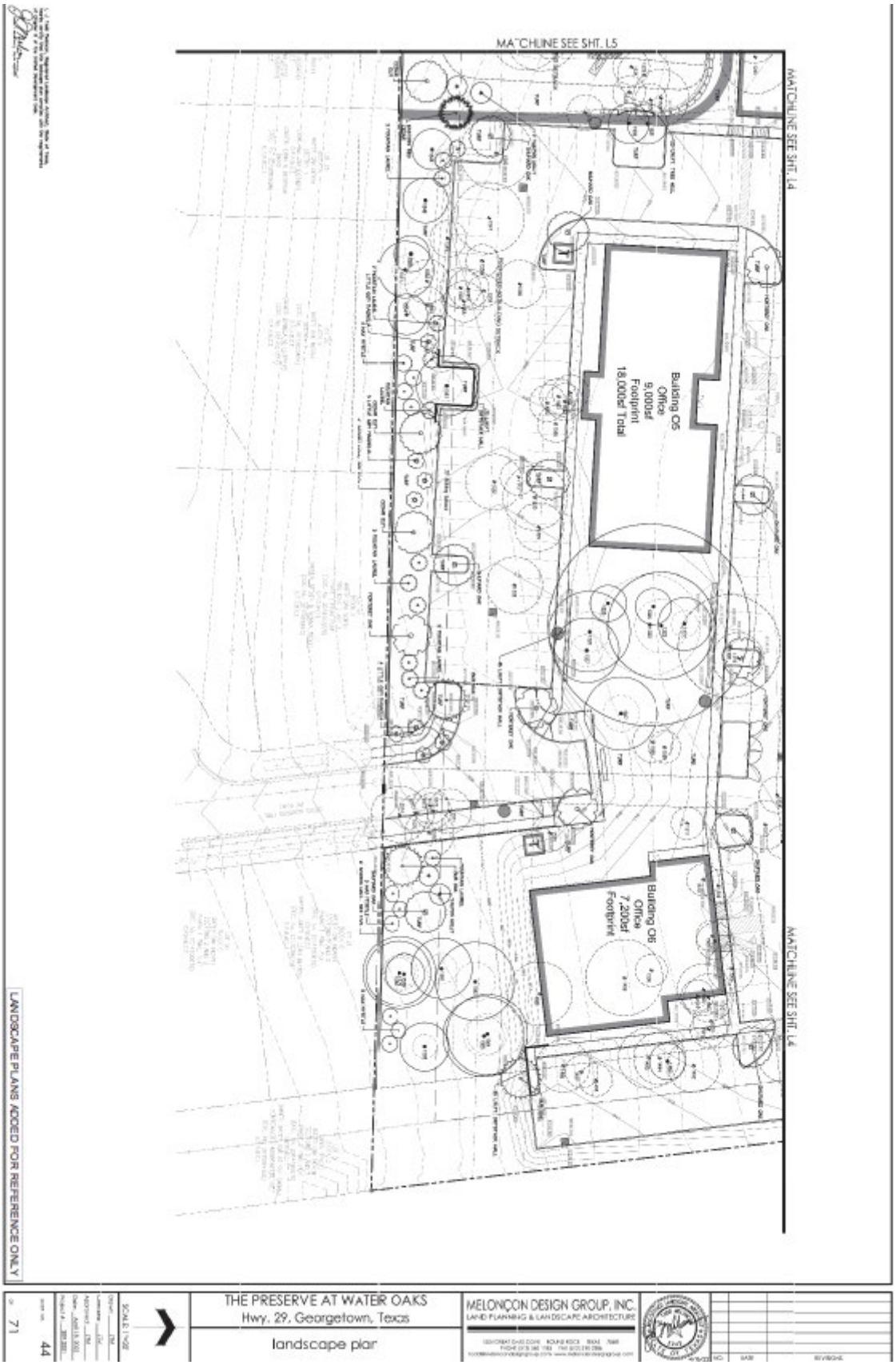

Building R4
Retail /
Restaurant
6,700sf
Footprint
Building R1
Retail /
Restaurant
7,200sf
Footprint
MATCHLINE SEE SHT. L3
MATCHLINE SEE SHT. L3
LANDSCAPE PLAN IS ADDED FOR REFERENCE ONLY
MATCHLINE SEE SHT. L2
MATCH LINE SEE SHT. L2
STREETYARD
THE PRESERVE AT WATER OAKS
Hwy. 29, Georgetown, Texas
landscape plan
MELONCON DESIGN GROUP, INC.
LAND PLANNING & LANDSCAPE ARCHITECTURE


MATCHLINE SEE SHT. L1
MATCHLINE SEE SHT. L1
MATCHLINE SEE SHT. L4
Building R2
Restaurant
4,200sf
Footprint
Building R3
Restaurant
4,200sf
Footprint
Building F1
Flex Office
8,450sf
Footprint
Building F2
Flex Office
8,450sf
Footprint
MATCHLINE SEE SHT. L4
LANDSCAPE PLANS ADDED FOR REFERENCE ONLY
THE PRESERVE AT WATER OAKS
Hwy. 29, Georgetown, Texas
landscape plan
MELONÇON DESIGN GROUP, INC.
LAND PLANNING & LANDSCAPE ARCHITECTURE
71
40


MATCHLINE SEE SHT. L1
MATCHLINE SEE SHT. L5
MATCHLINE SEE SHT. L5
MATCHLINE SEE SHT. L4
MATCHLINE SEE SHT. L1
MATCHLINE SEE SHT. L4
Building O1
Office
9,000sf
Footprint
18,000sf Total
Building O3
Office
9,000sf
Footprint
18,000sf Total
Building O2
Office
9,000sf
Footprint
27,000sf Total
LANDSCAPE PLANS ADDED FOR REFERENCE ONLY
THE PRESERVE AT WATER OAKS
Hwy. 29, Georgetown, Texas
landscape plan
MELONÇON DESIGN GROUP, INC.
LAND PLANNING & LANDSCAPE ARCHITECTURE
71
41


MATCHLINE SEE SHT. L5
MATCHLINE SEE SHT. L5
MATCHLINE SEE SHT. L4
MATCHLINE SEE SHT. L6
MATCHLINE SEE SHT. L4
MATCHLINE SEE SHT. L6
Building O4
Office
9,000sf
Footprint
18,000sf Total
Building F5
Flex Office
8,450sf
Footprint
Building F3
Flex Office
6,000sf
Footprint
Building F6
Flex Office
4,000sf
Footprint
Building F4
Flex Office
10,000sf
Footprint
Building F7
Flex Office
12,000sf
Footprint
Building F8
Flex Office
15,925sf
Footprint
LANDSCAPE PLANS ADDED FOR REFERENCE ONLY
71
42
THE PRESERVE AT WATER OAKS
Hwy. 29, Georgetown, Texas
landscape plan
MELONÇON DESIGN GROUP, INC.
LAND PLANNING & LANDSCAPE ARCHITECTURE


MATCHLINE SEE SHT. L4
MATCHLINE SEE SHT. L4
MATCHLINE SEE SHT. L6
LANDSCAPE PLANS ADDED FOR REFERENCE ONLY
THE PRESERVE AT WATER OAKS
Hwy. 29, Georgetown, Texas
landscape plan
MELONÇON DESIGN GROUP, INC.
LAND PLANNING & LANDSCAPE ARCHITECTURE
71
43


MATCHLINE SEE SHT. L5
MATCHLINE SEE SHT. L4
Building O5
Office
9,000sf
Footprint
18,000sf Total
Building O6
Office
7,200sf
Footprint
MATCHLINE SEE SHT. L4
LANDSCAPE PLANS ADDED FOR REFERENCE ONLY
THE PRESERVE AT WATER OAKS
Hwy. 29, Georgetown, Texas
landscape plan
MELONÇON DESIGN GROUP, INC.
LAND PLANNING & LANDSCAPE ARCHITECTURE

THE PRESERVE AT WATER OAKS
Hwy. 29, Georgetown, Texas
landscape notes, details, calculations and planting schedule
MELONÇON DESIGN GROUP, INC.
LAND PLANNING & LANDSCAPE ARCHITECTURE
45
71

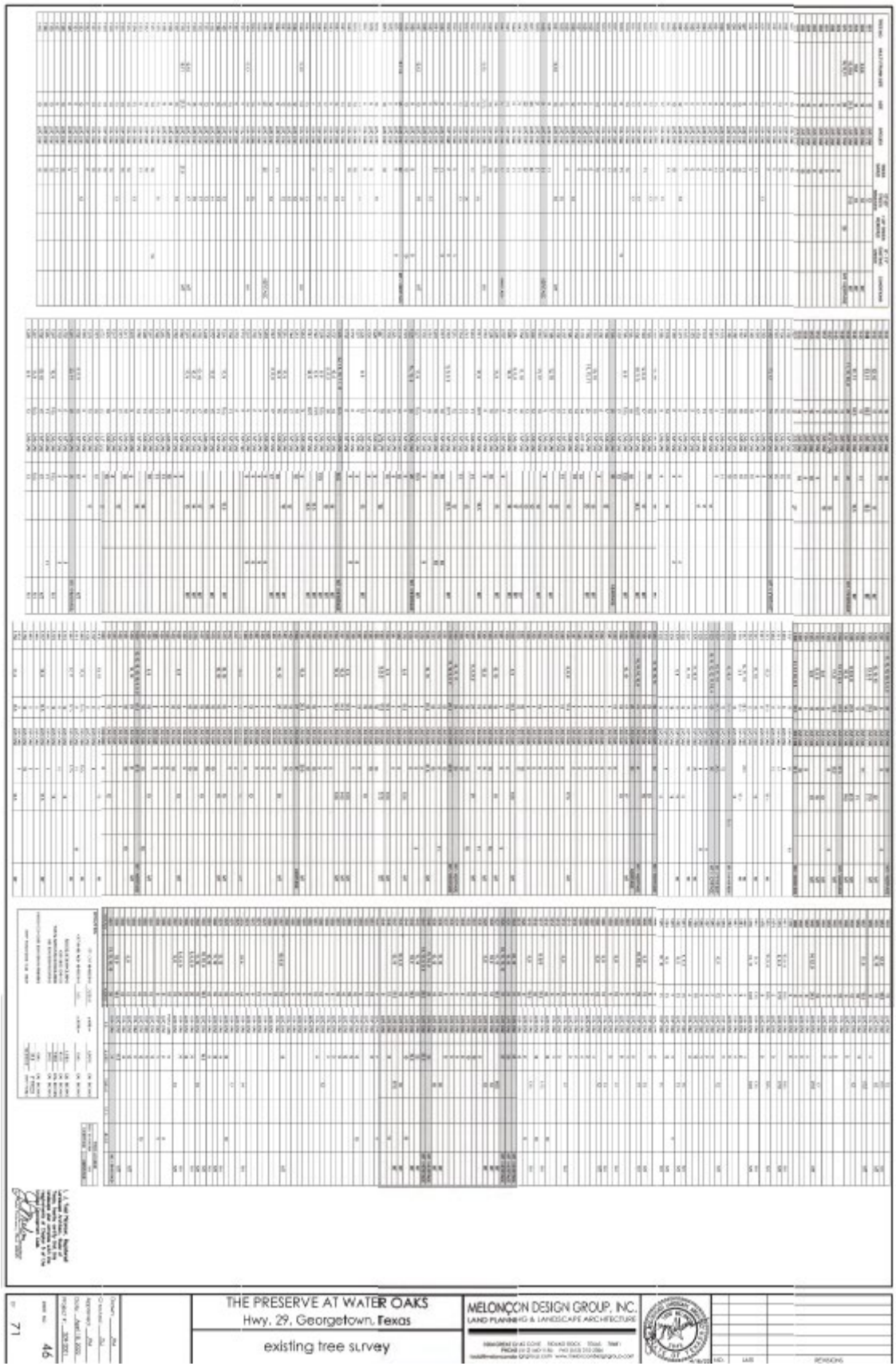
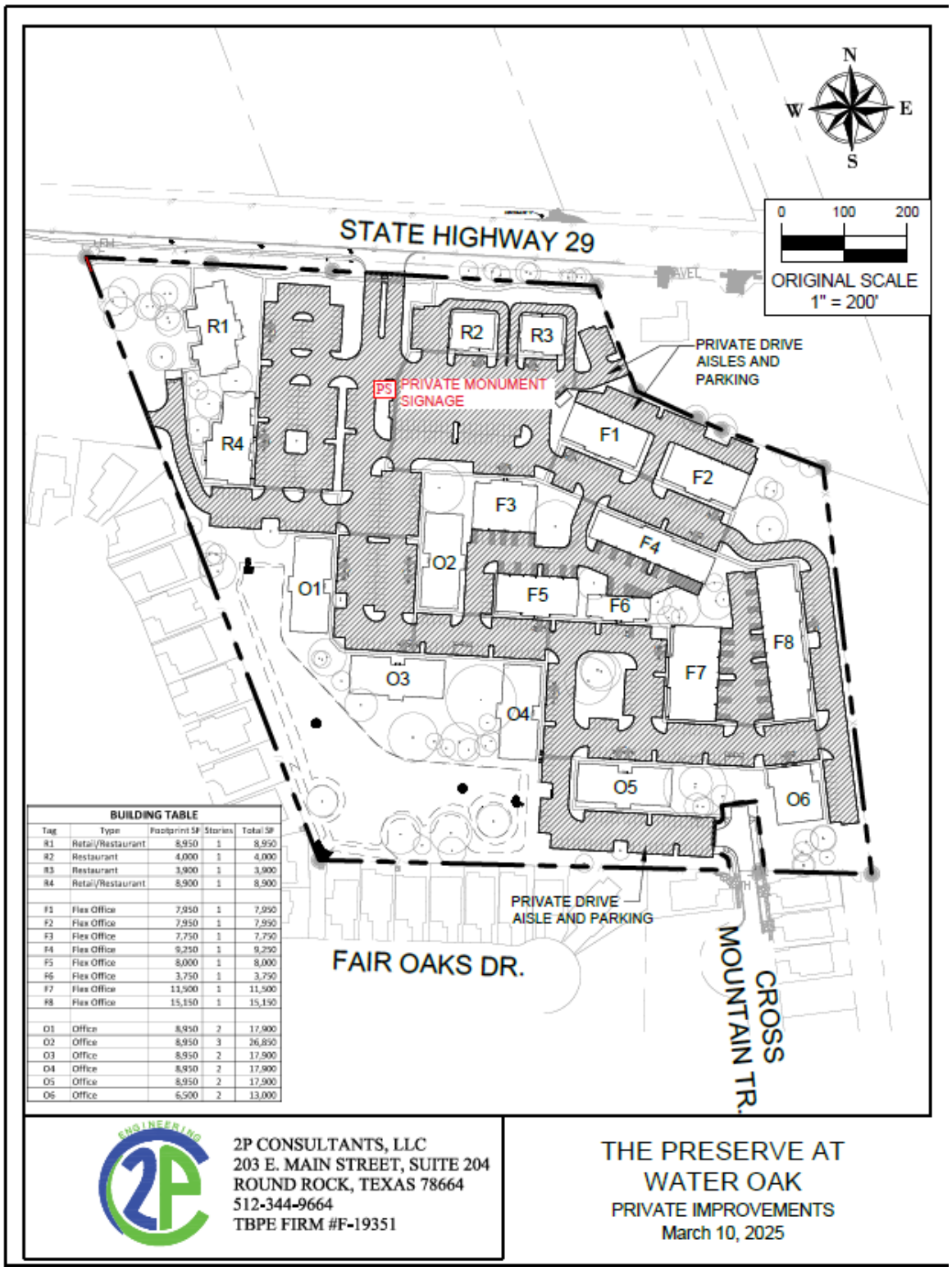
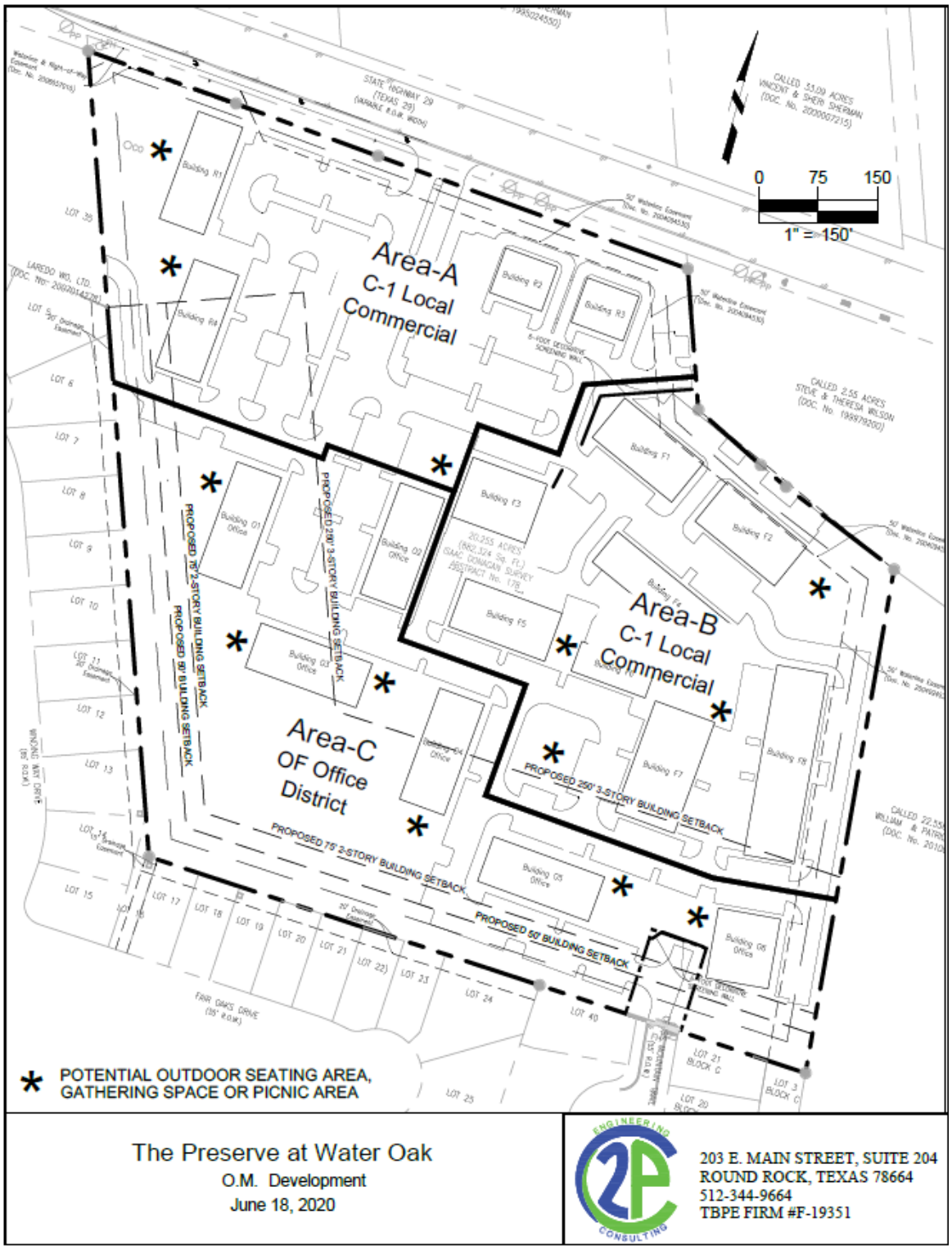

THE PRESERVE AT WATER OAKS
Hwy. 29, Georgetown, Texas
existing tree survey
MELONCON DESIGN GROUP, INC.
LAND PLANNING & LANDSCAPE ARCHITECTURE

EXHIBIT I-2 – MAP OF PRIVATE IMPROVEMENTS



BUILDING TABLE				
Tag	Type	Footprint SF	Stories	Total SF
R1	Retail/Restaurant	8,950	1	8,950
R2	Restaurant	4,000	1	4,000
R3	Restaurant	3,900	1	3,900
R4	Retail/Restaurant	8,900	1	8,900
F1	Flex Office	7,950	1	7,950
F2	Flex Office	7,950	1	7,950
F3	Flex Office	7,750	1	7,750
F4	Flex Office	9,250	1	9,250
F5	Flex Office	8,000	1	8,000
F6	Flex Office	3,750	1	3,750
F7	Flex Office	11,500	1	11,500
F8	Flex Office	15,150	1	15,150
O1	Office	8,950	2	17,900
O2	Office	8,950	3	26,850
O3	Office	8,950	2	17,900
O4	Office	8,950	2	17,900
O5	Office	8,950	2	17,900
O6	Office	6,500	2	13,000

EXHIBIT J – LOT TYPE CLASSIFICATION MAP



The Preserve at Water Oak
O.M. Development
June 18, 2020

203 E. MAIN STREET, SUITE 204
ROUND ROCK, TEXAS 78664
512-344-9664
TBPE FIRM #F-19351

EXHIBIT K – CONDO FINAL PLAT

THE PRESERVE AT WATER OAK
CONDO PLAT



LOCATION MAP

1" = 2000'

SHEET INDEX

SHEET 1–2:	COVER SHEETS
SHEET 3:	SITE PLAN
SHEET 4–7:	SITE DETAIL
SHEET 8–25:	BUILDING DETAILS

SURVEYOR'S CERTIFICATION

THE PLATS, ATTACHED HERETO, CONTAIN THE INFORMATION REQUIRED BY SECTIONS 82.052 AND 82.059 OF THE TEXAS UNIFORM CONDOMINIUM ACT

_____

ABRAM C. DASHNER
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 5901
MANHARD CONSULTING

Manhard CONSULTING
1120 S Capital of Texas Hwy, Bldg. 1, Ste. 210, Austin, TX 78746 ph:737.377.0500 manhard.com
Civil Engineers | Surveyors | Water Resource Engineers | Water & Waste Water Engineers
Construction Managers | Environmental Scientists | Landscape Architects | Planners
Texas Board of Professional Engineers & Land Surveyors Reg. No. F-10194754 (Surv), F-22053 (Eng)

THE PRESERVE AT WATER OAK
3701 HWY 29 W, GEORGETOWN, TX, 78626
COVER PAGE-1

PROJ. MGR.: AD
DRAWN BY: TZ
DATE: 04/11/25
SCALE:

SHEET 1 OF 12
617.258001

THE PRESERVE AT WATER OAK
CONDO PLAT

LEGAL DESCRIPTION

LOT 1, BLOCK 1, FINAL PLAT OF THE PRESERVE AT WATER OAK, A SUBDIVISION OF RECORD IN DOCUMENT NO. 2022098031, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

BASIS OF BEARINGS

COORDINATES AND BEARINGS ARE BASED UPON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE, NAD 83(2011), EPOCH 2010 DATUM, UTILIZING THE ALTERRA CENTRAL RTKNET VIRTUAL REFERENCE NETWORK

LEGEND

= PROPERTY LINE

= EASEMENT LINE

= ADJOINING PROPERTY LINE

= FOUND 1/2–INCH IRON ROD

= SET 1/2–INCH IRON ROD WITH "MANHARD CONSULTING" CAP

= MAG NAIL FOUND

= CALCULATED POINT

F.R.R. = FIRE RISER ROOM

LCE = LIMITED COMMON ELEMENT

GCE = GENERAL COMMON ELEMENT

C.M.D. = CROSS MOUNTAIN DRIVE

GENERAL NOTES

1. ALL IMPROVEMENTS AND LAND REFLECTED ON THE PLAT ARE DESIGNATED AS GENERAL COMMON ELEMENTS, SAVE AND EXCEPT PORTIONS OF THE REGIME DESIGNATED AS LIMITED COMMON ELEMENTS OR UNITS: (I) IN THE DECLARATION OF CONDOMINIUM REGIME FOR THE PRESERVE AT WATER OAK CONDOMINIUMS (THE "DECLARATION") OR (II) ON THE PLATS AND PLANS OF THE REGIME.

2. OWNERSHIP AND USE OF CONDOMINIUM UNITS IS SUBJECT TO THE RIGHTS AND RESTRICTIONS CONTAINED IN THE DECLARATION.

3. THE UNITS, LIMITED COMMON ELEMENTS AND GENERAL COMMON ELEMENTS ARE SUBJECT TO ALL SPECIAL DECLARANT RIGHTS AS SET FORTH IN SECTION 82.003(A)(22) OF THE TEXAS PROPERTY CODE AND CERTAIN ADDITIONAL RIGHTS AND RESERVATIONS IN FAVOR OF THE DECLARANT AS SET FORTH IN THE DECLARATION.

4. COORDINATES AND BEARINGS ARE BASED UPON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE, NAD 83(2011), EPOCH 2010 DATUM, UTILIZING THE ALTERRA CENTRAL RTKNET VIRTUAL REFERENCE NETWORK

5. THE CONFIGURATION REPRESENTED IN THE DRAWINGS IS BASED UPON THE CONSTRUCTION DOCUMENTS AND PROVIDED ELECTRONIC FILES AND ARE NOT BASED UPON ACTUAL ON–SITE OBSERVATIONS AND MEASUREMENTS.

Manhard CONSULTING™
1120 S Capital of Texas Hwy, Bldg. 1, Ste. 210, Austin, TX 78746 ph:737.377.0500 manhard.com
Civil Engineers | Surveyors | Water Resource Engineers | Water & Waste Water Engineers
Construction Managers | Environmental Scientists | Landscape Architects | Planners
Texas Board of Professional Engineers & Land Surveyors Reg. No. F-10194754 (Surv), F-22053 (Eng)

THE PRESERVE AT WATER OAK

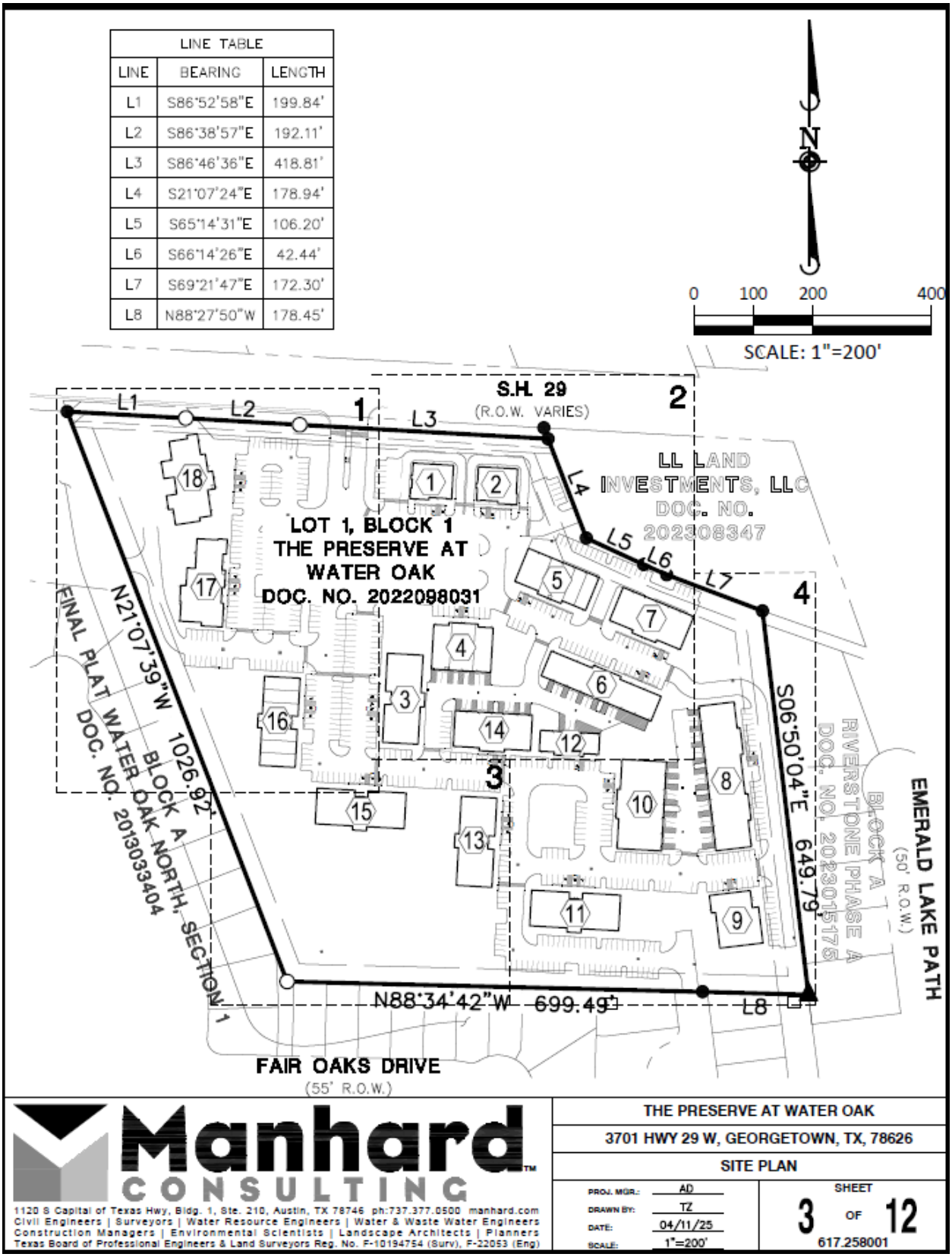
3701 HWY 29 W, GEORGETOWN, TX, 78626

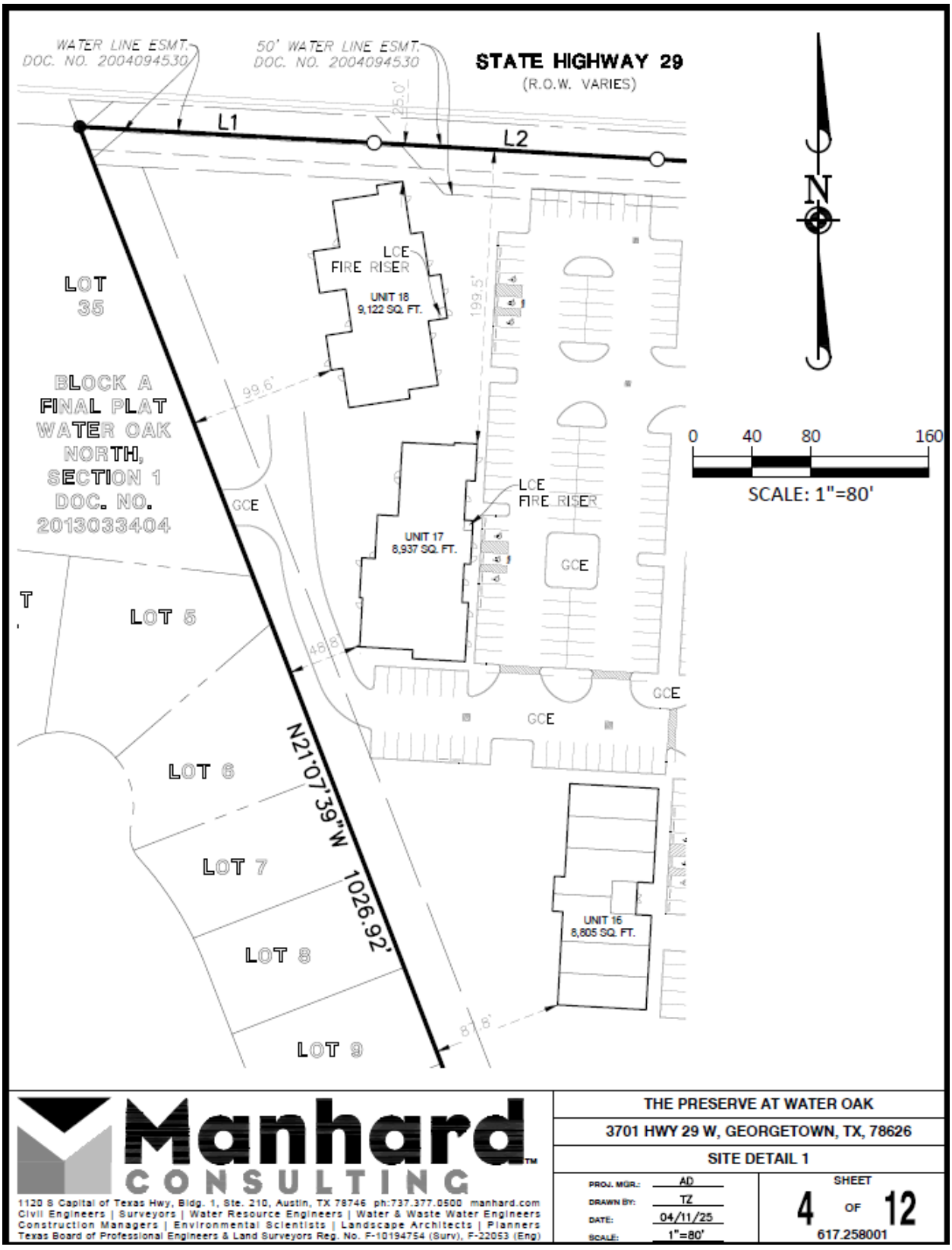
COVER PAGE-2

PROJ. MGR.: AD
DRAWN BY: TZ
DATE: 04/11/25
SCALE:

SHEET 2 OF 12

617.258001

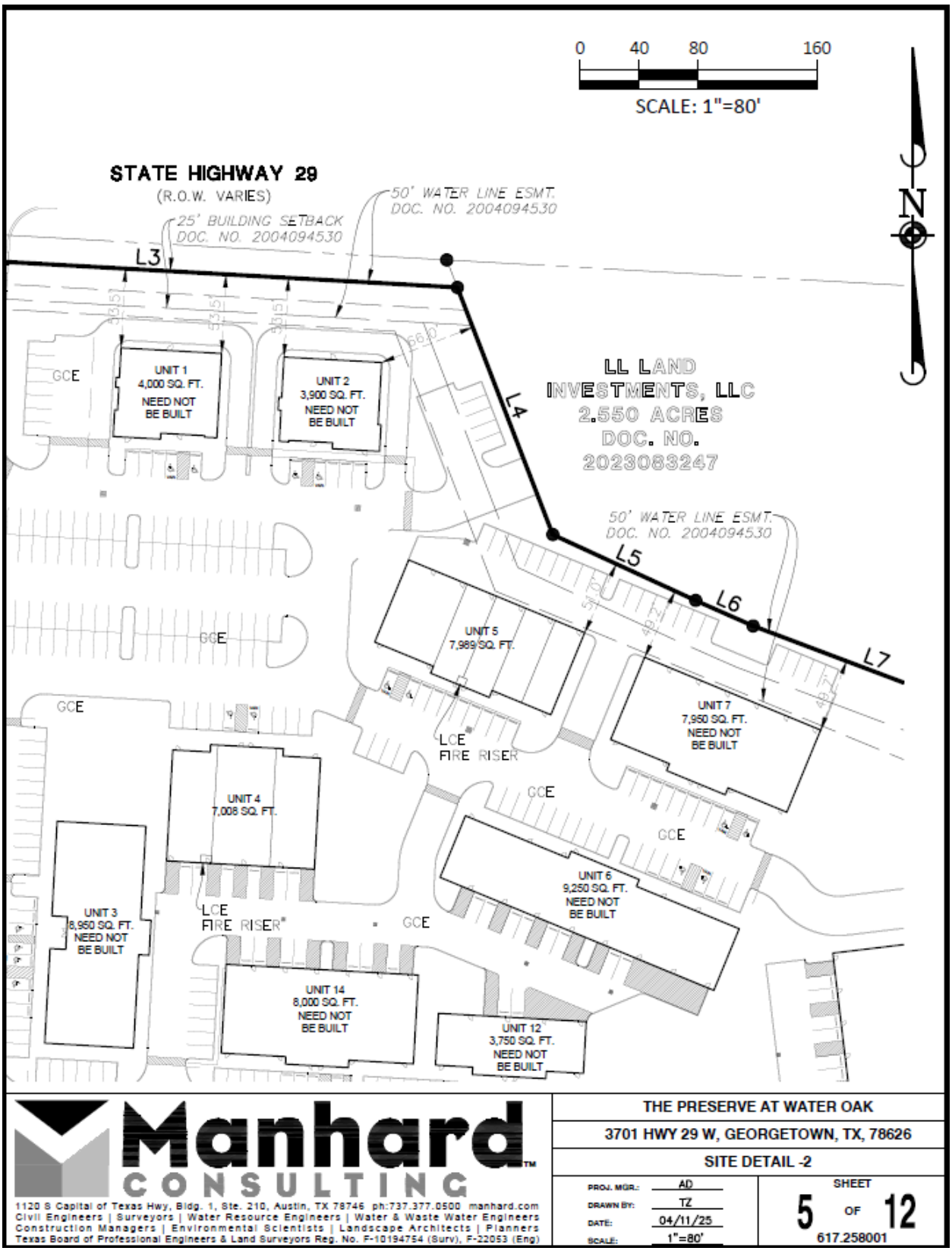

LINE TABLE
LINE | BEARING | LENGTH
L1 | S86°52'58"E | 199.84'
L2 | S86°38'57"E | 192.11'
L3 | S86°46'36"E | 418.81'
L4 | S21°07'24"E | 178.94'
L5 | S65°14'31"E | 106.20'
L6 | S66°14'26"E | 42.44'
L7 | S69°21'47"E | 172.30'
L8 | N88°27'50"W | 178.45'
N
0 100 200 400
SCALE: 1"=200'
S.H. 29
(R.O.W. VARIES)
LL LAND INVESTMENTS, LLC
DOC. NO. 202308347
LOT 1, BLOCK 1
THE PRESERVE AT WATER OAK
DOC. NO. 2022098031
FINAL PLAT WATER OAK NORTH, SECTION 1
DOC. NO. 201303404
BLOCK A
N21°07'39"W 1026.92'
S06°50'04"E 649.79'
N88°34'42"W 699.49'
RIVERSTONE PHASE A
DOC. NO. 202301576
BLOCK A
EMERALD LAKE PATH
(50' R.O.W.)
FAIR OAKS DRIVE
(55' R.O.W.)
1
2
3
4
L1
L2
L3
L4
L5
L6
L7
L8
Manhard CONSULTING
1120 S Capital of Texas Hwy, Bldg. 1, Ste. 210, Austin, TX 78746 ph:737.377.0500 manhard.com
Civil Engineers | Surveyors | Water Resource Engineers | Water & Waste Water Engineers
Construction Managers | Environmental Scientists | Landscape Architects | Planners
Texas Board of Professional Engineers & Land Surveyors Reg. No. F-10194754 (Surv), F-22053 (Eng)
THE PRESERVE AT WATER OAK
3701 HWY 29 W, GEORGETOWN, TX, 78626
SITE PLAN
PROJ. MGR.: AD
DRAWN BY: TZ
DATE: 04/11/25
SCALE: 1"=200'
SHEET 3 OF 12
617.258001

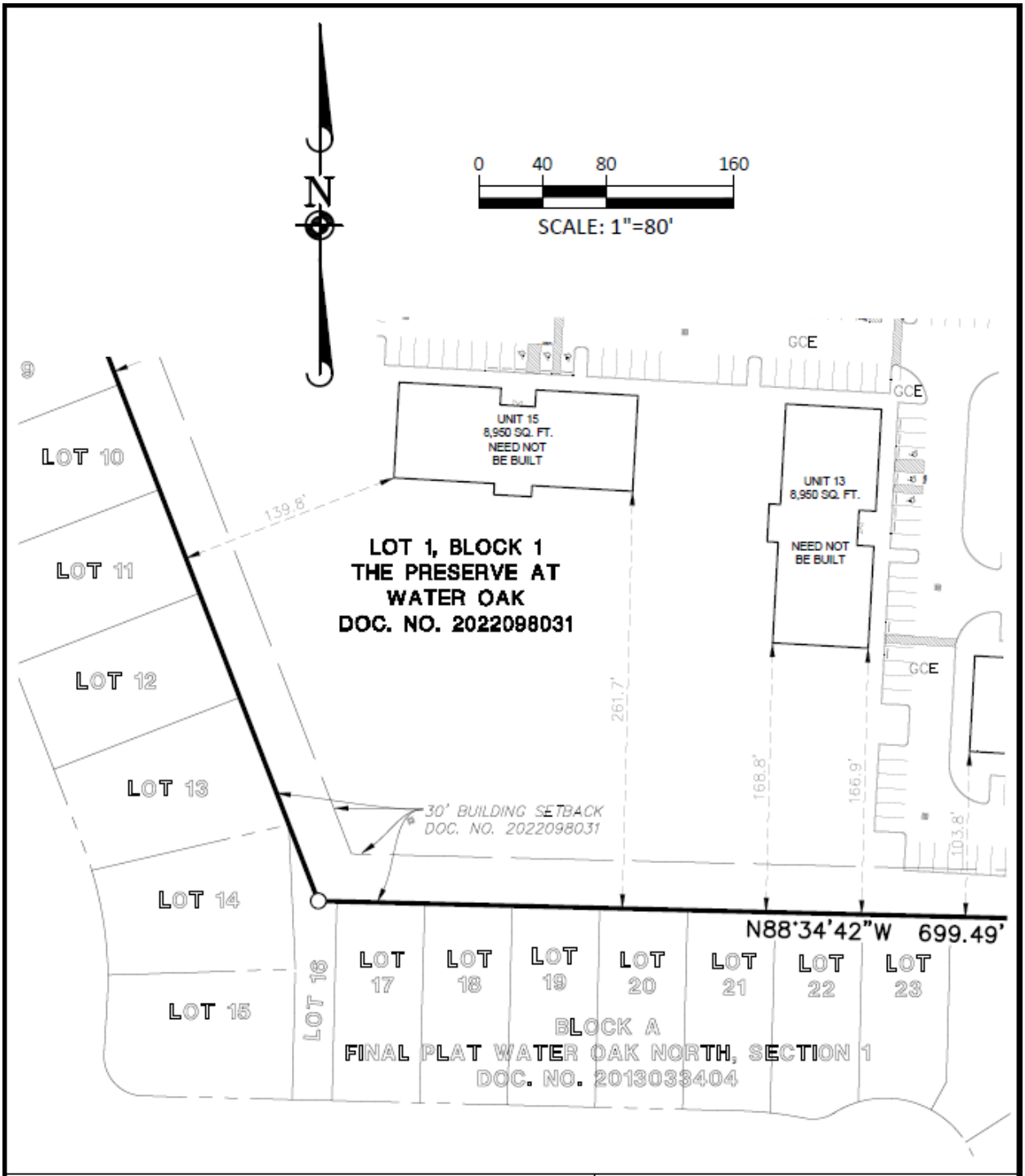


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THE PRESERVE AT WATER OAK	
3701 HWY 29 W, GEORGETOWN, TX, 78626	
SITE DETAIL 1	
PROJ. MGR.: AD	SHEET 4 OF 12
DRAWN BY: TZ	
DATE: 04/11/25	
SCALE: 1"=80'	617.258001


0 40 80 160
SCALE: 1"=80'
N
STATE HIGHWAY 29
(R.O.W. VARIES)
25' BUILDING SETBACK
DOC. NO. 2004094530
50' WATER LINE ESMT.
DOC. NO. 2004094530
L3
L4
L5
L6
L7
LL LAND INVESTMENTS, LLC
2.550 ACRES
DOC. NO.
2023083247
UNIT 1
4,000 SQ. FT.
NEED NOT BE BUILT
UNIT 2
3,900 SQ. FT.
NEED NOT BE BUILT
UNIT 3
8,950 SQ. FT.
NEED NOT BE BUILT
UNIT 4
7,008 SQ. FT.
UNIT 5
7,989 SQ. FT.
UNIT 6
9,250 SQ. FT.
NEED NOT BE BUILT
UNIT 7
7,950 SQ. FT.
NEED NOT BE BUILT
UNIT 12
3,750 SQ. FT.
NEED NOT BE BUILT
UNIT 14
8,000 SQ. FT.
NEED NOT BE BUILT
GCE
LCE
FIRE RISER
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THE PRESERVE AT WATER OAK
3701 HWY 29 W, GEORGETOWN, TX, 78626
SITE DETAIL -2
PROJ. MGR.: AD
DRAWN BY: TZ
DATE: 04/11/25
SCALE: 1"=80'
SHEET
5 OF 12
617.258001



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THE PRESERVE AT WATER OAK

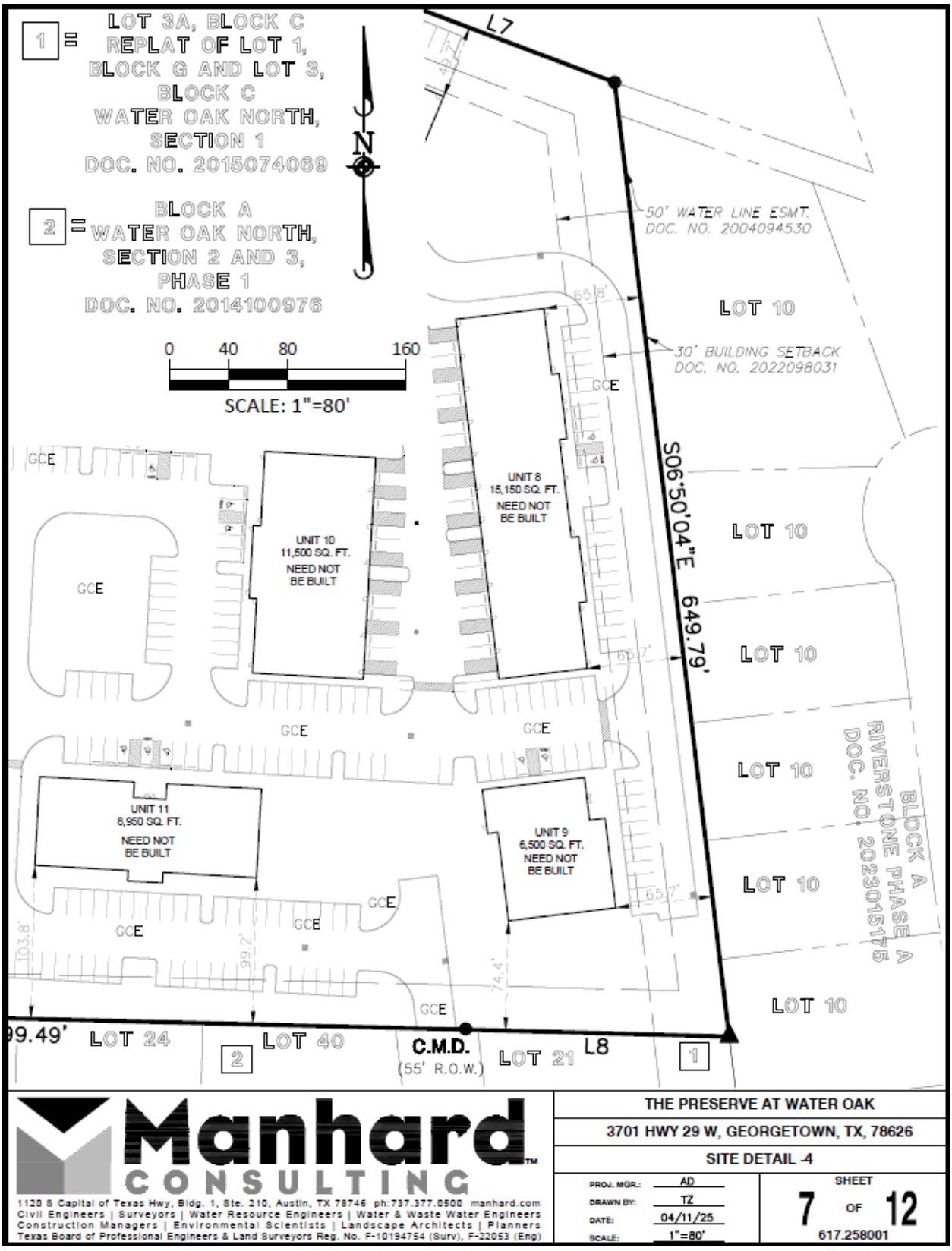
3701 HWY 29 W, GEORGETOWN, TX, 78626

SITE DETAIL -3

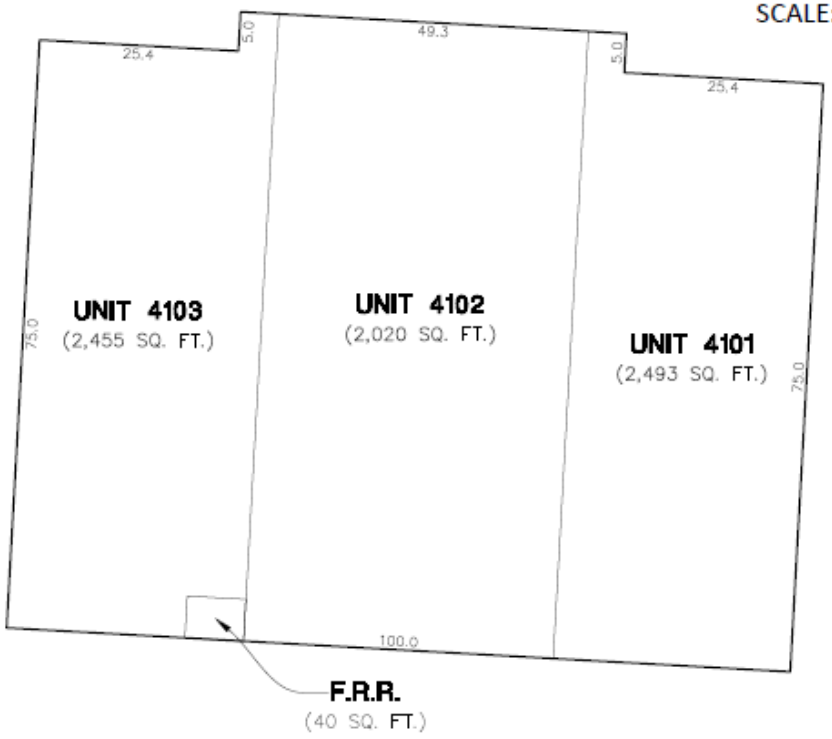
PROJ. MGR.:	AD
DRAWN BY:	TZ
DATE:	04/11/25
SCALE:	1"=80'

SHEET 6 OF 12

617.258001


1 = LOT 3A, BLOCK C REPLAT OF LOT 1, BLOCK G AND LOT 3, BLOCK C WATER OAK NORTH, SECTION 1 DOC. NO. 2015074069
2 = BLOCK A WATER OAK NORTH, SECTION 2 AND 3, PHASE 1 DOC. NO. 2014100976
N
0 40 80 160
SCALE: 1"=80'
L7
50' WATER LINE ESMT. DOC. NO. 2004094530
30' BUILDING SETBACK DOC. NO. 2022098031
LOT 10
GCE
UNIT 8 15,150 SQ. FT. NEED NOT BE BUILT
UNIT 10 11,500 SQ. FT. NEED NOT BE BUILT
UNIT 11 8,950 SQ. FT. NEED NOT BE BUILT
UNIT 9 6,500 SQ. FT. NEED NOT BE BUILT
S06°50'04"E 649.79'
BLOCK A RIVERSTONE PHASE A DOC. NO. 202301517
99.49'
LOT 24
LOT 40
C.M.D. (55' R.O.W.)
LOT 21
L8
THE PRESERVE AT WATER OAK
3701 HWY 29 W, GEORGETOWN, TX, 78626
SITE DETAIL -4
PROJ. MGR.: AD
DRAWN BY: TZ
DATE: 04/11/25
SCALE: 1"=80'
SHEET 7 OF 12
617.258001
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BUILDING #4



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THE PRESERVE AT WATER OAK

3701 HWY 29 W, GEORGETOWN, TX, 78626

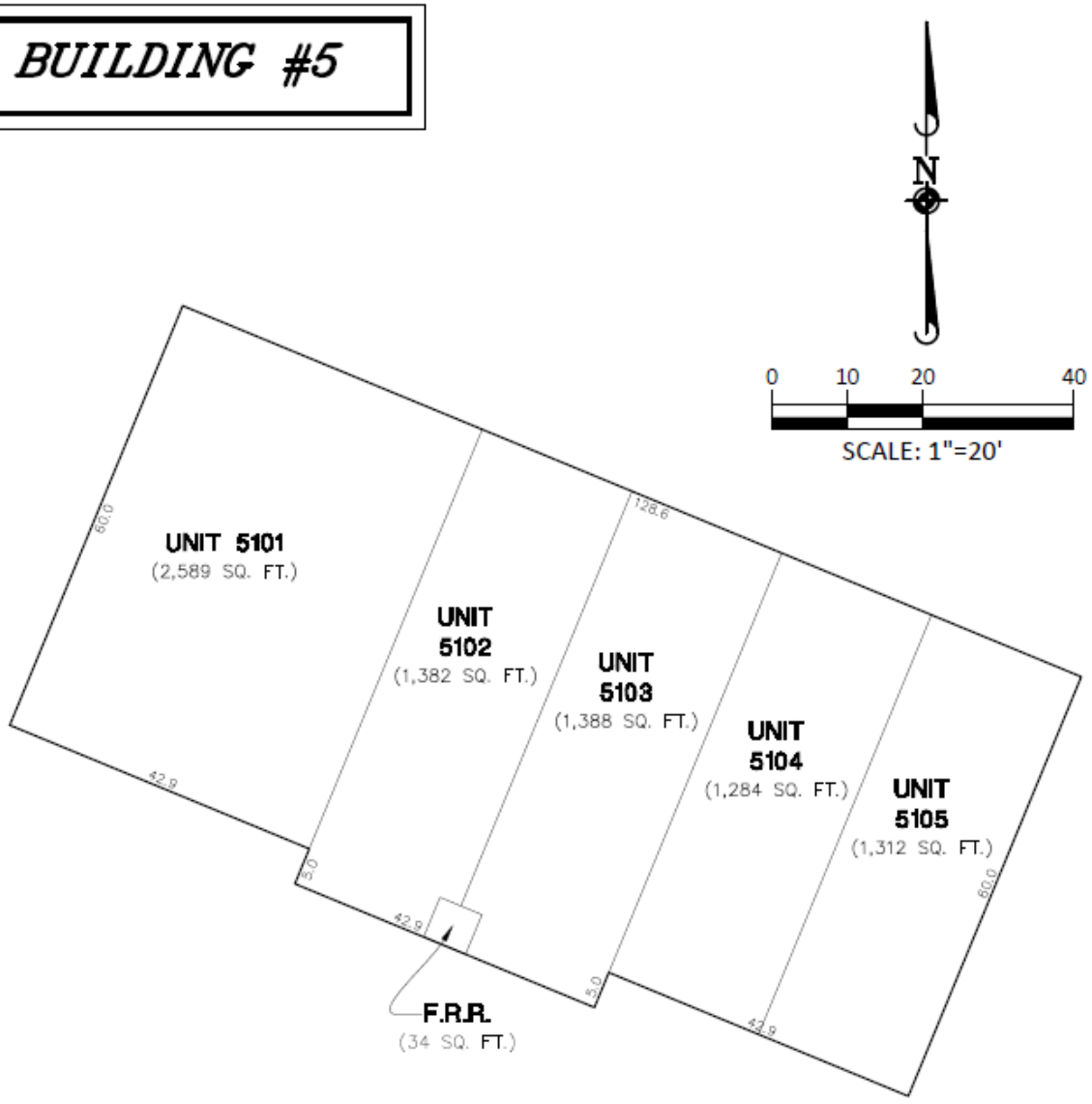
BUILDING 4

PROJ. MGR.:	AD
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DATE:	04/11/25
SCALE:	1"=20'

SHEET 8 OF 12

617.258001

BUILDING #5



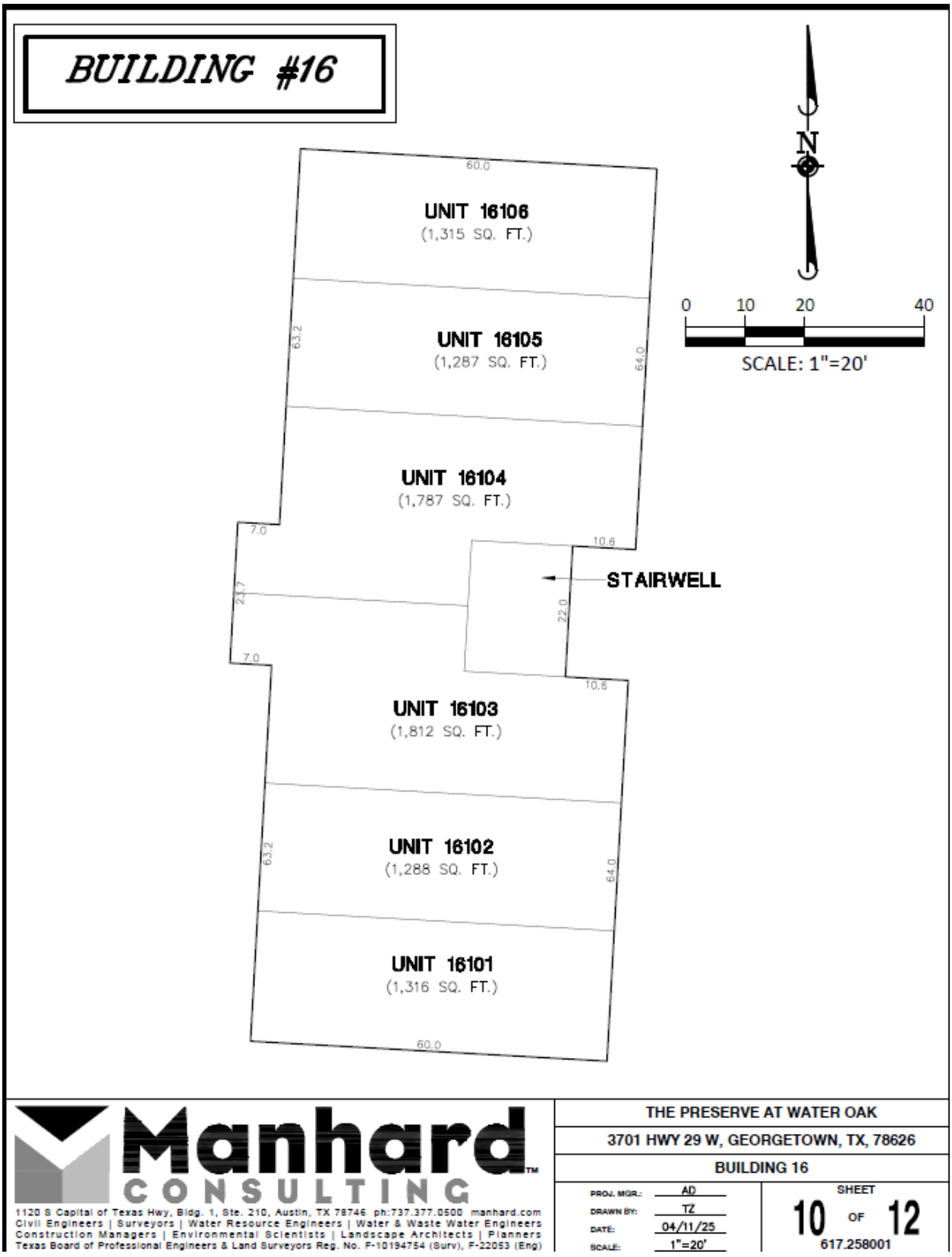
Manhard CONSULTING

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THE PRESERVE AT WATER OAK
3701 HWY 29 W, GEORGETOWN, TX, 78626
BUILDING 5

PROJ. MGR.:	AD
DRAWN BY:	TZ
DATE:	04/11/25
SCALE:	1"=20'

SHEET 9 OF 12
617.258001

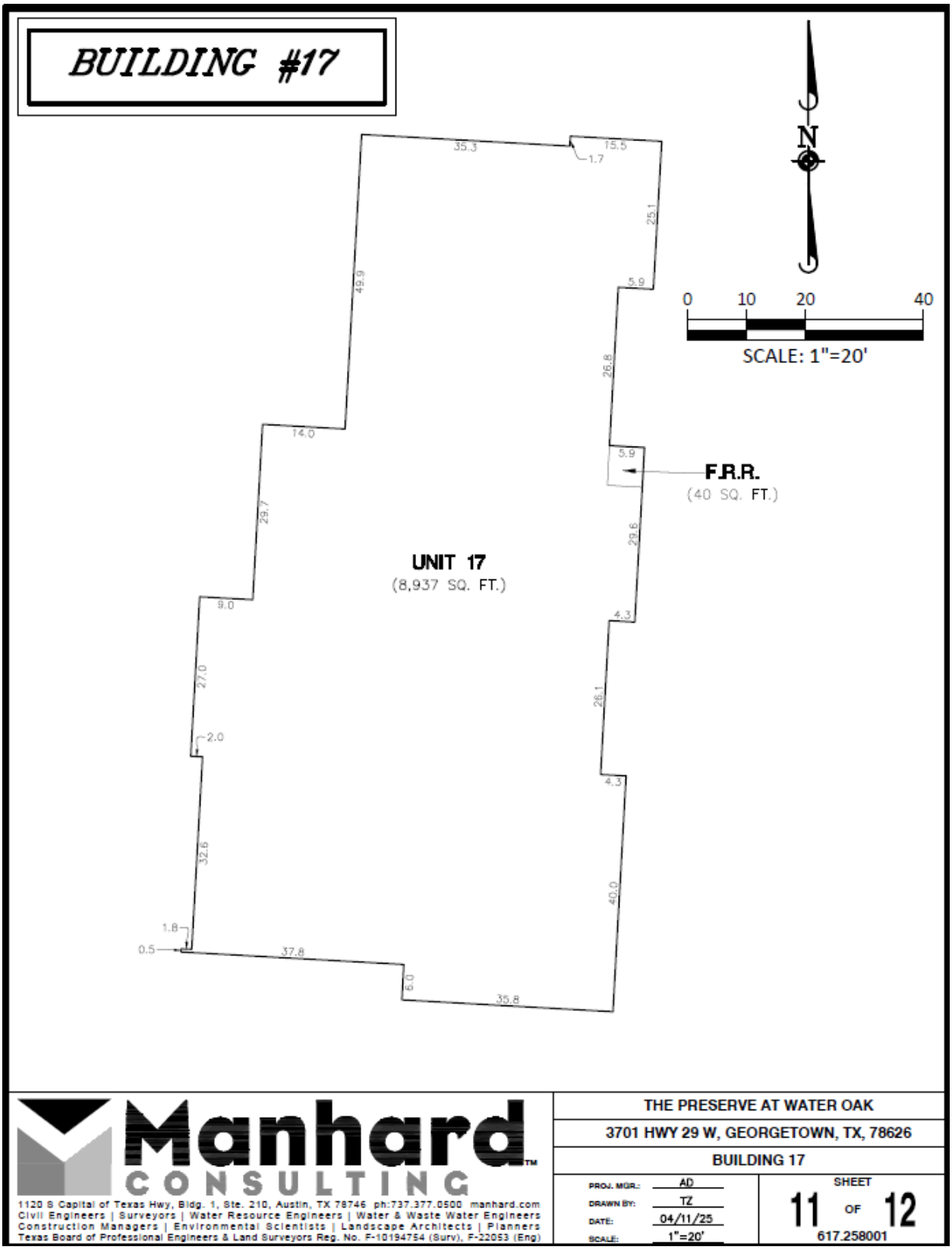


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Texas Board of Professional Engineers & Land Surveyors Reg. No. F-10194754 (Surv), F-22053 (Eng)

THE PRESERVE AT WATER OAK
3701 HWY 29 W, GEORGETOWN, TX, 78626
BUILDING 16

PROJ. MGR.:	AD
DRAWN BY:	TZ
DATE:	04/11/25
SCALE:	1"=20'

SHEET 10 OF 12
617.258001



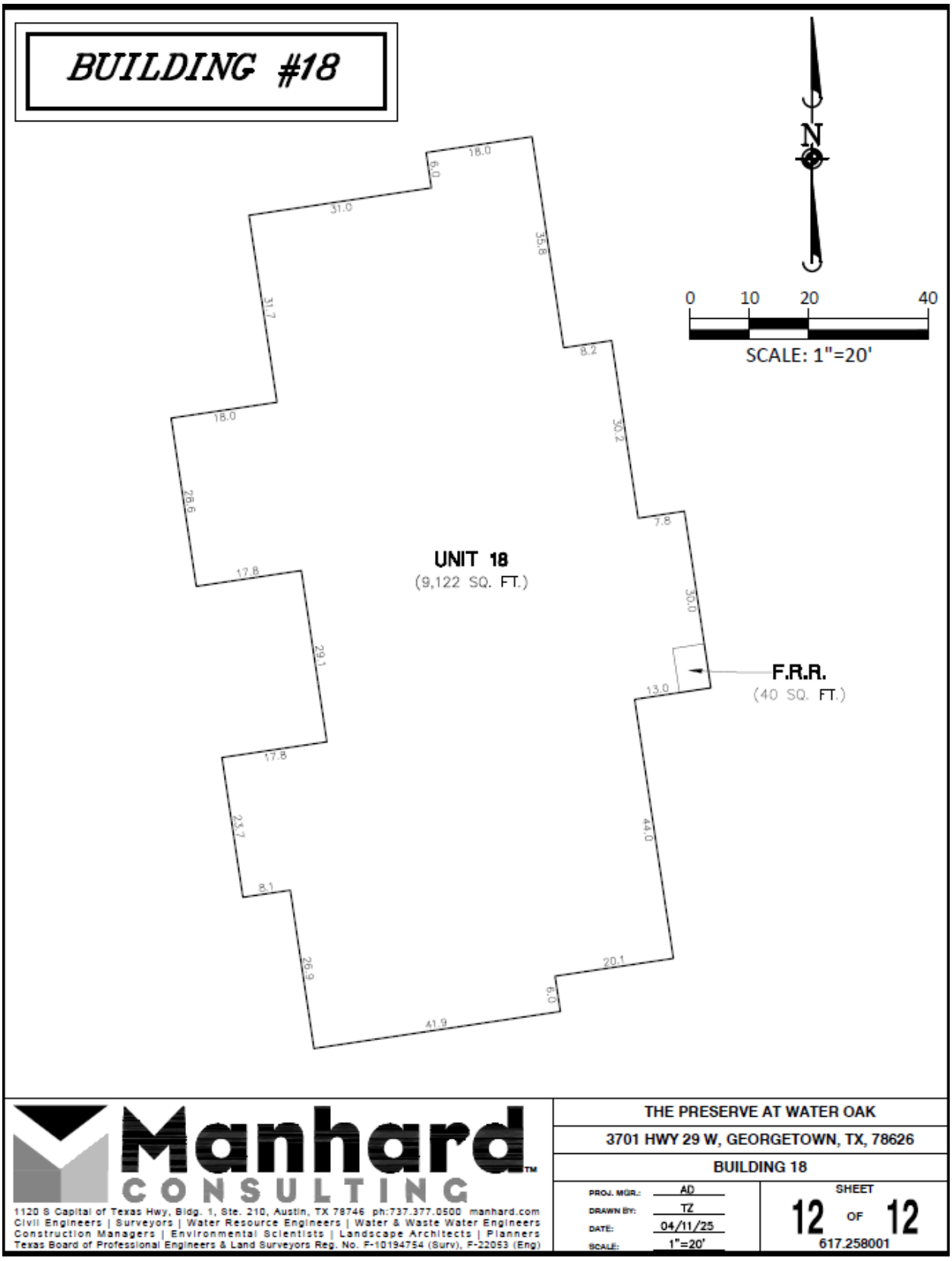
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THE PRESERVE AT WATER OAK
3701 HWY 29 W, GEORGETOWN, TX, 78626
BUILDING 17

PROJ. MGR.:	AD
DRAWN BY:	TZ
DATE:	04/11/25
SCALE:	1"=20'

SHEET 11 OF 12
617.258001



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THE PRESERVE AT WATER OAK

3701 HWY 29 W, GEORGETOWN, TX, 78626

BUILDING 18

PROJ. MGR.:	AD
DRAWN BY:	TZ
DATE:	04/11/25
SCALE:	1"=20'

SHEET 12 OF 12

617.258001

EXHIBIT L – NOTICE OF PID ASSESSMENT TERMINATION

P3Works, LLC
9824 Huntington Square, Suite 100
North Richland Hills, TX 76182

[Date]
Williamson County Clerk's Office
Honorable [County Clerk Name]
Williamson County Justice Center County Clerk
405 Martin Luther King, Jr. St.
Georgetown, TX 78626

Re: City of Georgetown Lien Release documents for filing

Dear Ms./Mr. [County Clerk Name],

Enclosed is a lien release that the City of Georgetown is requesting to be filed in your office. Lien release for [insert legal description]. Recording Numbers: [Plat]. Please forward copies of the filed documents below:

City of Georgetown
Attn: [City Secretary]
808 Martin Luther King, Jr. St.
Georgetown, TX 78626

Please contact P3Works, LLC if you have any questions or need additional information.

P: (817) 393-0353
admin@p3-works.com

AFTER RECORDING RETURN TO:

[City Secretary Name]
808 Martin Luther King, Jr. St.
Georgetown, TX 78626

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

FULL RELEASE OF PUBLIC IMPROVEMENT DISTRICT LIEN

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

THIS FULL RELEASE OF PUBLIC IMPROVEMENT DISTRICT LIEN (this "Full Release") is executed and delivered as of the Effective Date by the City of Georgetown, Texas.

RECITALS

WHEREAS, the governing body (hereinafter referred to as the "City Council") of the City of Georgetown, Texas (hereinafter referred to as the "City "), is authorized by Chapter 372, Texas Local Government Code, as amended (hereinafter referred to as the "Act"), to create public improvement districts within the corporate limits and extraterritorial jurisdiction of the City; and

WHEREAS, on or about, December 10, 2024, the City Council for the City, approved Resolution No. 121024-6.D creating The Preserve at Water Oak Public Improvement District; and

WHEREAS, The Preserve at Water Oak Public Improvement District consists of approximately 19.77 contiguous acres located within the City; and

WHEREAS, on or about _____, the City Council, approved Ordinance No. _____, (hereinafter referred to as the "Assessment Ordinance") approving a service and assessment plan and assessment roll for the Property within The Preserve at Water Oak Public Improvement District, the Assessment Ordinance being recorded on _____, as Instrument No. _____ in the Official Public Records of Williamson County, Texas; and; and

WHEREAS, the Assessment Ordinance imposed an assessment in the amount of $_____ (hereinafter referred to as the "Lien Amount") and further imposed a lien to secure the payment of the Lien Amount (the "Lien") against the following property located within the District, to wit:

[legal description], a subdivision in Williamson County, Texas, according to the map or plat of record in Document/Instrument No. _____ of the Plat Records of Williamson County, Texas (hereinafter referred to as the "Property"); and

WHEREAS, the property owners of the Property have paid unto the City the Lien Amount.

RELEASE

NOW THEREFORE, for and in consideration of the full payment of the Lien amount, the City hereby releases and discharges, and by these presents does hereby release and discharge, the Lien to the extent that it affects and encumbers the Property.

EXECUTED to be **EFFECTIVE** this the _____ day of _____, 20__.

CITY OF GEORGETOWN, TEXAS,

By: _____
[City Official Name], City Official Title

ATTEST:

_____
[Secretary Name], City Secretary

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the ____ day of _____, 20__, by [City Official Name], [City Official Title] for the City of Georgetown, Texas, on behalf of said municipality.

_____
Notary Public, State of Texas

APPENDIX A – ENGINEER'S REPORT

[to be provided by Owner]

PID Engineering Report

The Preserve at Water Oak

3701 West State Highway 29
Georgetown, Texas 78628

Prepared by
2P Consultants, LLC.
203 E. Main Street, Suite 204
Round Rock, Texas 78664

March 11, 2025

TBPE FIRM REGISTRATION # F-19351

2P CONSULTANTS, LLC
203 E. Main Street, Ste 204
Round Rock, Texas 78664
512-344-9664
TBPE FIRM #F-19351

Introduction

The proposed development is located at 3701 W State Highway, Georgetown, Texas 78628. The current legal description for the property is "Lot 1 Block 1 of the Final Plat of the Preserve at Water Oak" as recorded in Document No. 2022098031 OPRWCT. The project consists of 18 buildings with a mix of office, warehouses, restaurant and retail along with their corresponding improvements and over 680 parking spaces. The overall project encompasses 20.26 acres, with 0.33 acres being dedicated by a recorded plat as Public ROW along the frontage of SH 29 and 0.16 acres of Public ROW being dedicated by a recorded plat for the extension of Cross Mountain Trail on the backside (South) portion of the overall project. The removal of the dedicated Public ROW's leave the remaining acreage of 19.77 acres, which is fully contained and legally platted as Lot 1, Block 1, The Preserve at Water Oak, recorded in Document No. 2022098031 OPRWCT.

Development Improvements

This report focuses on the internal improvements that will be reimbursed with the proposed Public Improvement District. District and improvement area maps and legal descriptions are in the appendices.

Public Street Improvements and Deceleration Lane

Proposed streets have been designed to city standards, consisting of curbs and gutters and a hot-mix asphaltic concrete pavement surface. Five-foot sidewalks will be constructed along the local driveways to access the buildings, according to the approved Site Development Plan following the City of Georgetown standard details.

A deceleration/right turn lane is proposed along W. State Highway 29, this lane will allow the traffic to merge over and decelerate from the normal SH29 speed to make the right turn into the development.

Cross Mountain Trail is proposed to extend onto our property with a provided "Hammer Head" as required for public safety access.

The primary driveway constructed within the Public ROW of W. State Highway 29 will be a commercial grade driveway as required by the City and will serve as the primary access for the development with secondary access to Cross Mountain Trail and two proposed "cross-access" points to the neighboring commercial properties. The primary access driveway will be constructed of rigid pavement (concrete) design and will meet the TxDOT requirements, will have a minimum slab thickness of 8" and will also use standard CRCP (1)-13, Continuously Reinforced Concrete Pavement, One-Layer Steel Bar Placement.

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Round Rock, Texas 78664
512-344-9664
TBPE FIRM #F-19351

Water and Wastewater

The project lies within the City of Georgetown water services boundary and the City of Georgetown wastewater services Boundary. Water service will be provided by connecting to an existing 24-inch public water pipe along State Highway 29. Internal water utilities will be provided to the individual buildings by a proposed 4-inch PVC C-900 water main and an 8-inch PVC C-900 for the fire water line.

Internal wastewater utilities will be provided by connecting to the 8-inch public wastewater main in the existing Cross Creek Mountain public ROW. The public 8" wastewater main is routed throughout the development within public easements and provide a public wastewater manhole near the main entrance at SH-29 for future public connections.

The internal lines will be constructed in accordance with the City of Georgetown water and wastewater system design criteria and specifications.

Drainage and Detention

Peak runoff rates for the existing and proposed drainage areas were determined using HEC-HMS 4.3. The program's SCS methodology for this analysis utilized the Atlas 14 frequency estimates provided by the National Oceanic and Atmospheric Administration's National Weather Service and the 24-hour SCS type III rainfall distribution for the 2, 5, 10, 25, 50, and 100-year storm events. The existing and developed conditions were divided into two drainage basins each, one that drained towards the existing culvert west of the proposed site and one that drained towards the existing culvert to the east. The proposed site drains to a single drainage facility (Detention/Water Quality Pond) located in the southwest corner of the developed site.

A Detention Basin Complying with the Edwards Aquifer Rules is proposed as part of the development to improve stormwater runoff water quality and deter runoff so that it will have no adverse impact on properties downstream. The detention/WQ basin is about 1.80 acres and averages about 6-feet deep, although the Northeastern side of the pond required a 10-foot tall rock wall to allow for the development. Existing stormwater structures and pipes located adjacent to the southwest corner of the site will be used for stormwater disposal.

The pond contains 2-Batch Detention Systems that are required for the water quality aspects of the pond. The Batch Detention systems operate as a bucket that rotates to allow certain rainfall events to be released to accommodate the required TCEQ and City TSS removals. The basin was sized to treat the upstream developed conditions. This contributing basin is 16.61 acres, which includes 11.74 acres of impervious cover. The TCEQ Technical Guidance Manual for onsite stormwater BMP's must be designed to remove at least 80% of the increased total suspended

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solids (TSS) from the proposed project. The City of Georgetown requires an additional 5%, for a minimum requirement of 85% TSS removal.

Erosion Control

Construction techniques and standards will be compliant with the City of Georgetown codes and criteria manuals. Typical erosion and sedimentation control measures to be utilized during construction include silt fence, rock berms, stabilized construction entrances, inlet protection, and hydro-mulching. These controls are required to remove pollutants from a rainfall event during and after construction.

Landscape

Construction techniques and standards will be compliant with the City of Georgetown codes and criteria manuals. Code compliant landscaping including, but not limited to, existing tree preservation, new tree plantings, shrubs, foundation plant screening, mulch protection and grass cover throughout. A City required irrigation system is installed throughout the project to provide the watering for the required landscaping.

Signage

Entrance signage will be in the form of 3-4'x'4x10' tall rock pillars. The pillars will contain signage for the name of the development "PRESERVE" and the address. There will also be wayfinding signage throughout the development to allow better access to the units within the development.

Funding Sources

There are no oversized improvements, cost sharing or outside funding sources contributing to any portion of the project. An Engineer's Opinion of Probable Cost (OPC) with descriptions of each internal improvement is included in this report.

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203 E. Main Street, Ste 204
Round Rock, Texas 78664
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Private Development Improvements

This portion of the report focuses on the internal improvements that are NOT to be reimbursed with the proposed Public Improvement District.

Private Street Improvements

There are technically no private streets within the development. There are numerous private drive aisle with associated parking spaces constructed for the internal buildings. There is approximately 5,400 linear feet of 26-foot wide private drive aisle with approximately 687 parking spaces.

Private Monument Signage

There will be a monument sign placed near the entrance of the property for the purpose of displaying retail tenant signage.

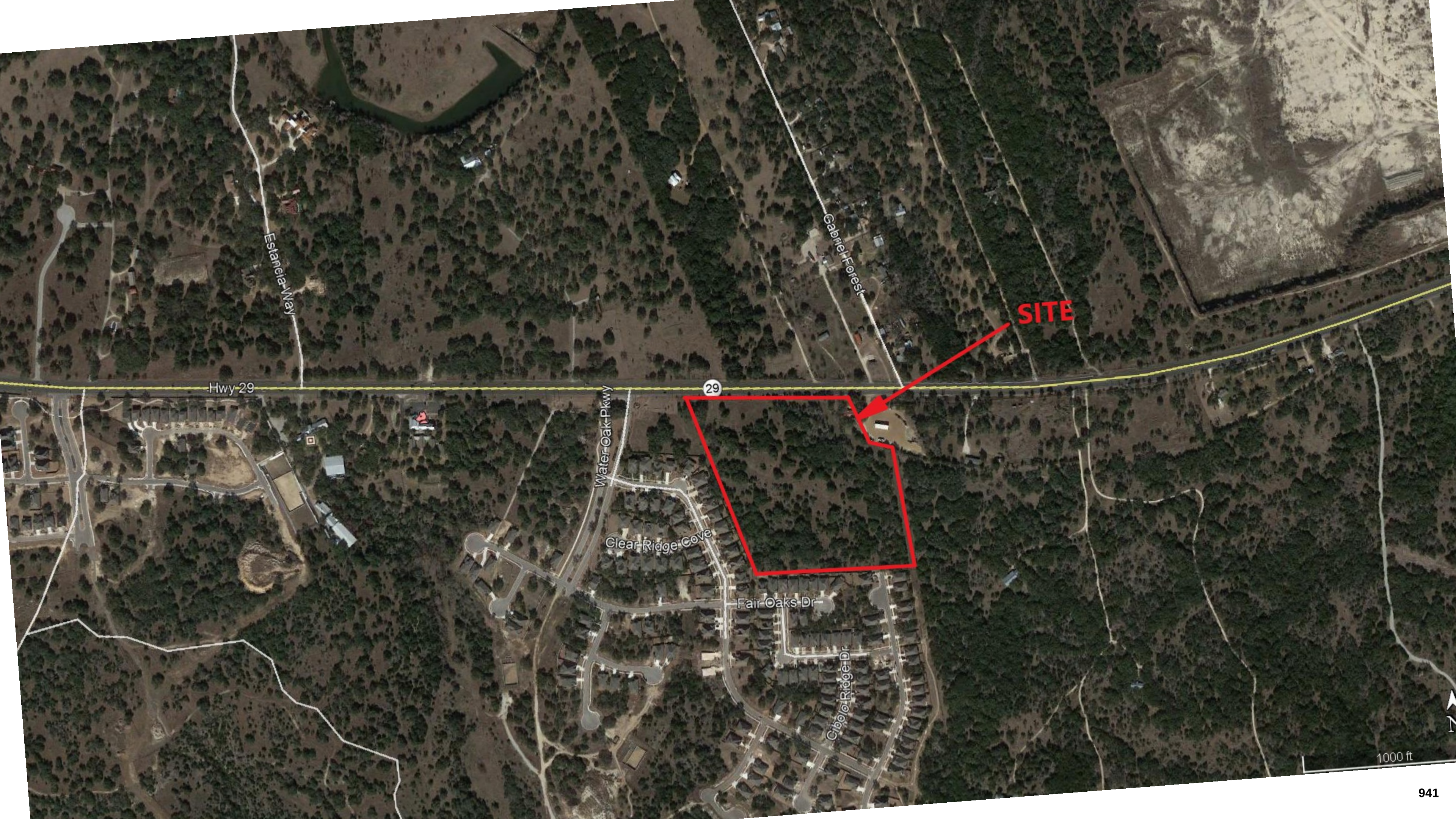
The Preserve at Water Oak
Engineering Report

LIST OF ATTATCHMENTS

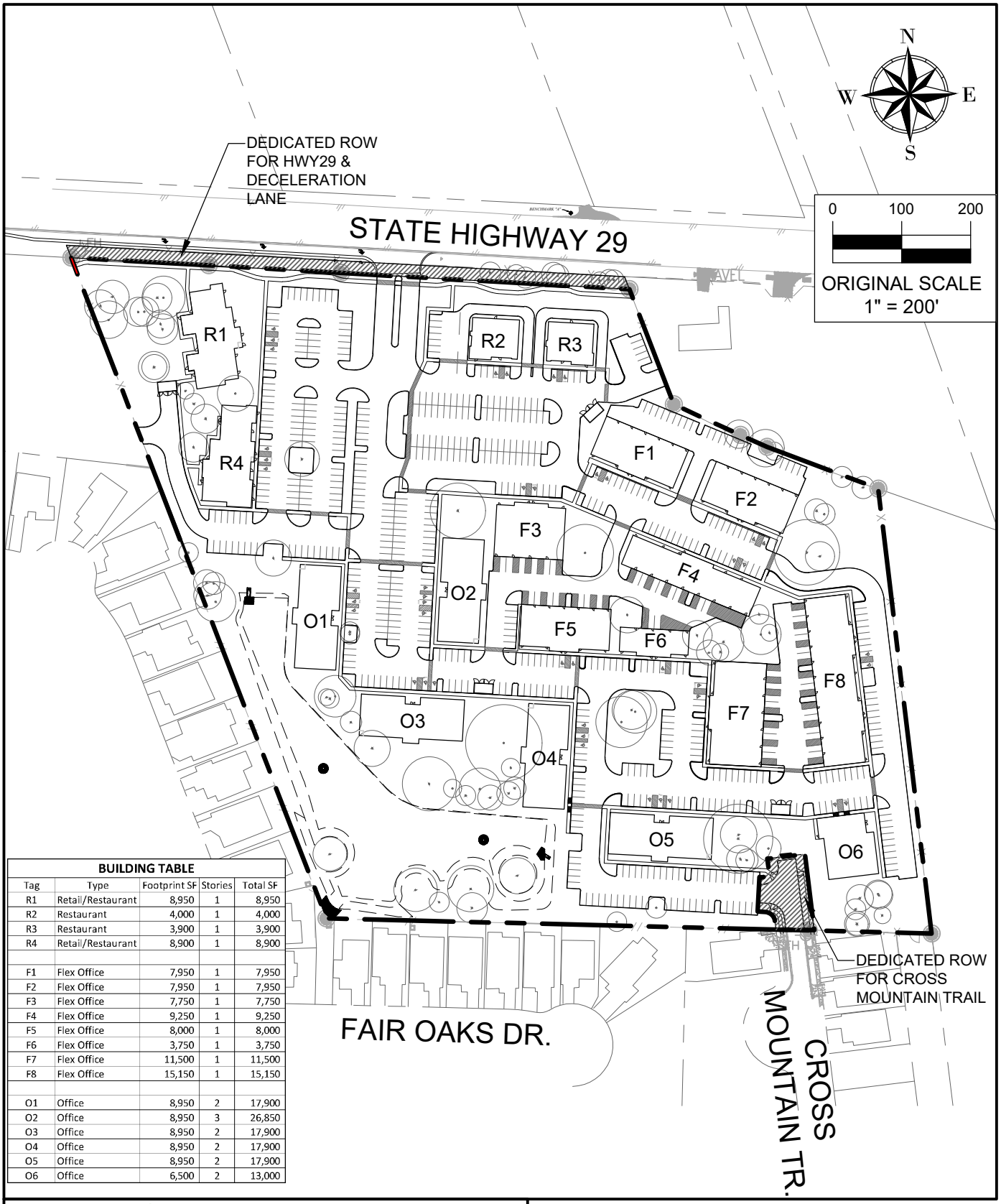
Appendix A Location Map
Appendix B District Boundary Map
Appendix C District Legal Description
Appendix D Land Use Map
Appendix E Public Right of Way Improvements
Appendix F Water Utility Plan
Appendix G Wastewater Utility Plan
Appendix H Storm Sewer Plan
Appendix I Landscaping and Signage
Appendix J Engineer's Opinion of Probable Cost
Appendix K Construction Schedule
Appendix L Private Improvements

APPENDICES

APPENDIX A
Location Map


SITE
Hwy 29
29
Estancia Way
Gabriel Forest
Water Oak Pkwy
Clear Ridge Cove
Fair Oaks Dr
Cibolo Ridge Dr
1000 ft

APPENDIX B
District Boundary Map



BUILDING TABLE

Tag	Type	Footprint SF	Stories	Total SF
R1	Retail/Restaurant	8,950	1	8,950
R2	Restaurant	4,000	1	4,000
R3	Restaurant	3,900	1	3,900
R4	Retail/Restaurant	8,900	1	8,900
F1	Flex Office	7,950	1	7,950
F2	Flex Office	7,950	1	7,950
F3	Flex Office	7,750	1	7,750
F4	Flex Office	9,250	1	9,250
F5	Flex Office	8,000	1	8,000
F6	Flex Office	3,750	1	3,750
F7	Flex Office	11,500	1	11,500
F8	Flex Office	15,150	1	15,150
O1	Office	8,950	2	17,900
O2	Office	8,950	3	26,850
O3	Office	8,950	2	17,900
O4	Office	8,950	2	17,900
O5	Office	8,950	2	17,900
O6	Office	6,500	2	13,000

2P CONSULTANTS, LLC
203 E. MAIN STREET, SUITE 204
ROUND ROCK, TEXAS 78664
512-344-9664
TBPE FIRM #F-19351

THE PRESERVE AT WATER OAK

PUBLIC IMPROVMENT DISTRICT

December 12, 2024

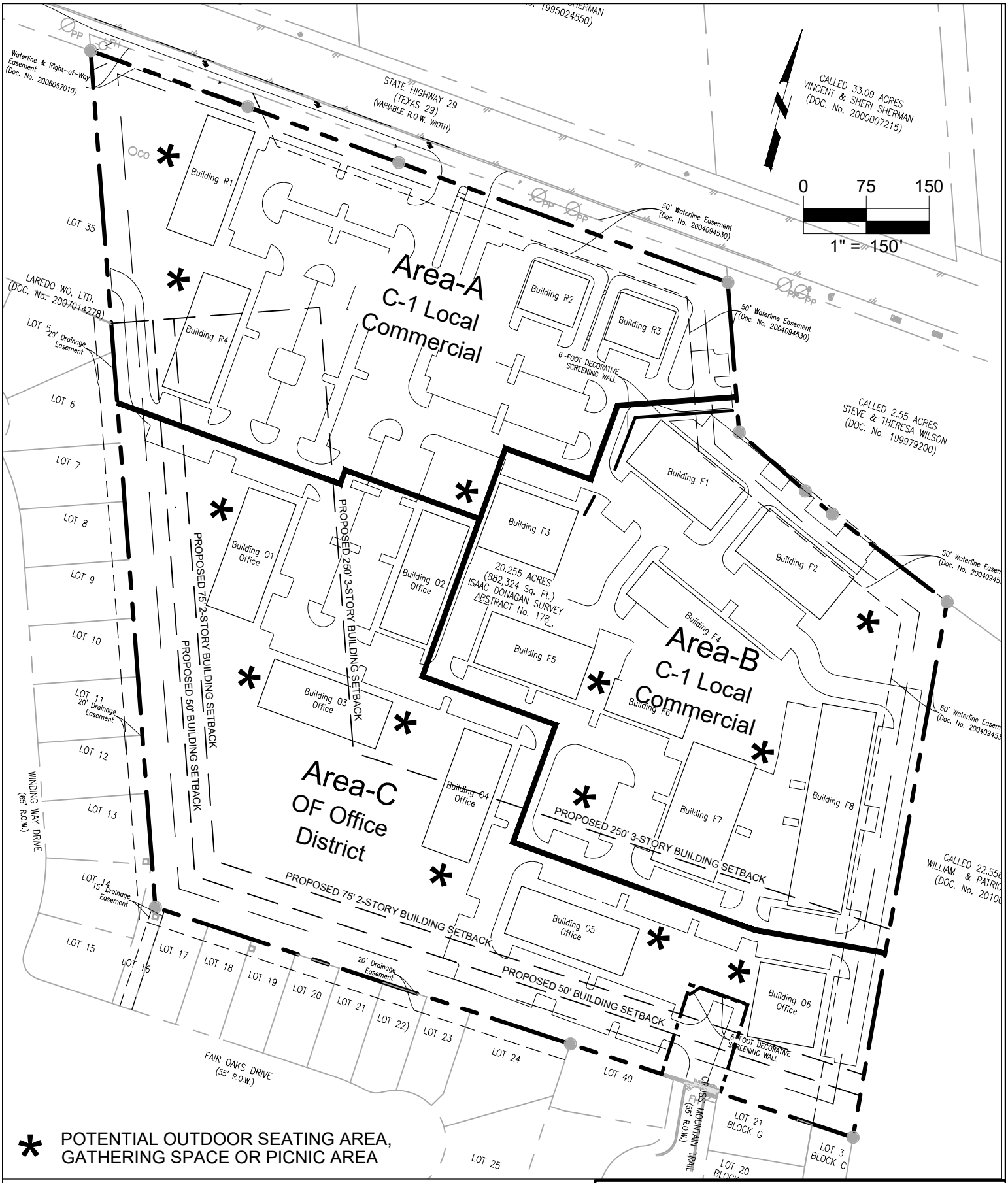
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APPENDIX C
District Legal Description

LEGAL DESCRIPTION

A 19.77 ACRE TRACT OF LAND BEING OUT OF THE 20.26 ACRES CONVEYED TO 3701 SH29, LLC IN A WARRANTY DEED, RECORDED IN DOCUMENT NO. 2019030375 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND BEING ALL OF 19.77 ACRES, LOT 1, BLOCK 1, RECORDED AS THE PRESERVE AT WATER OAK, OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY TEXAS DOCUMENT NO. 2022098031.

APPENDIX D
Land Use Map



* POTENTIAL OUTDOOR SEATING AREA, GATHERING SPACE OR PICNIC AREA

The Preserve at Water Oak

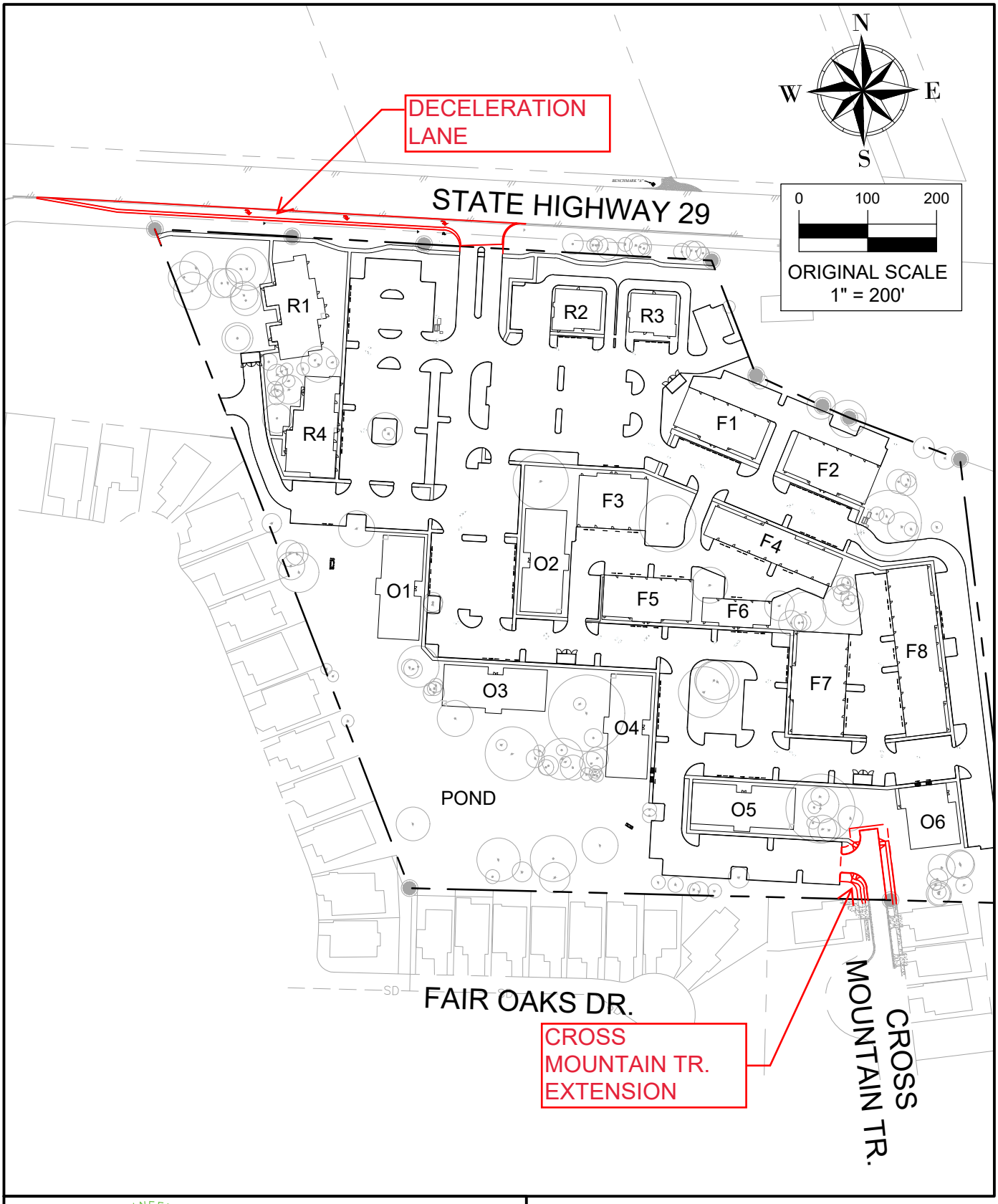
O.M. Development

June 18, 2020

ENGINEERING 2P CONSULTING

203 E. MAIN STREET, SUITE 204
ROUND ROCK, TEXAS 78664
512-344-9664
TBPE FIRM #F-19351

APPENDIX E
Public Right of Way Improvements



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203 E. MAIN STREET, SUITE 204
ROUND ROCK, TEXAS 78664
512-344-9664
TBPE FIRM #F-19351

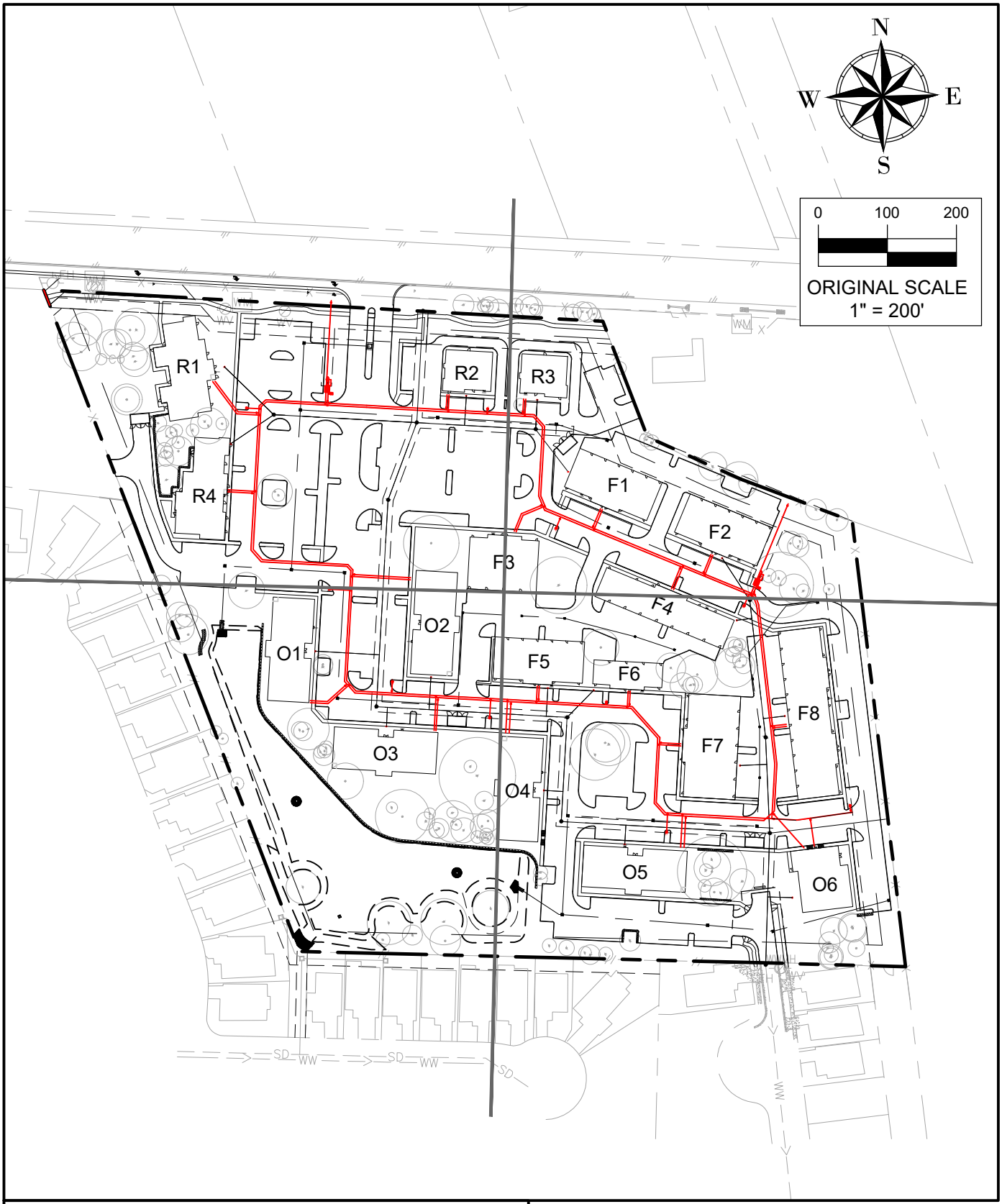
THE PRESERVE AT WATER OAK

PUBLIC ROW IMPROVEMENTS

November 1, 2024

N:\Projects\OM Developers\W SH 29\Documents\Application and Fees\PID\Public ROW Impr.dwg

APPENDIX F
Water Utility Plan



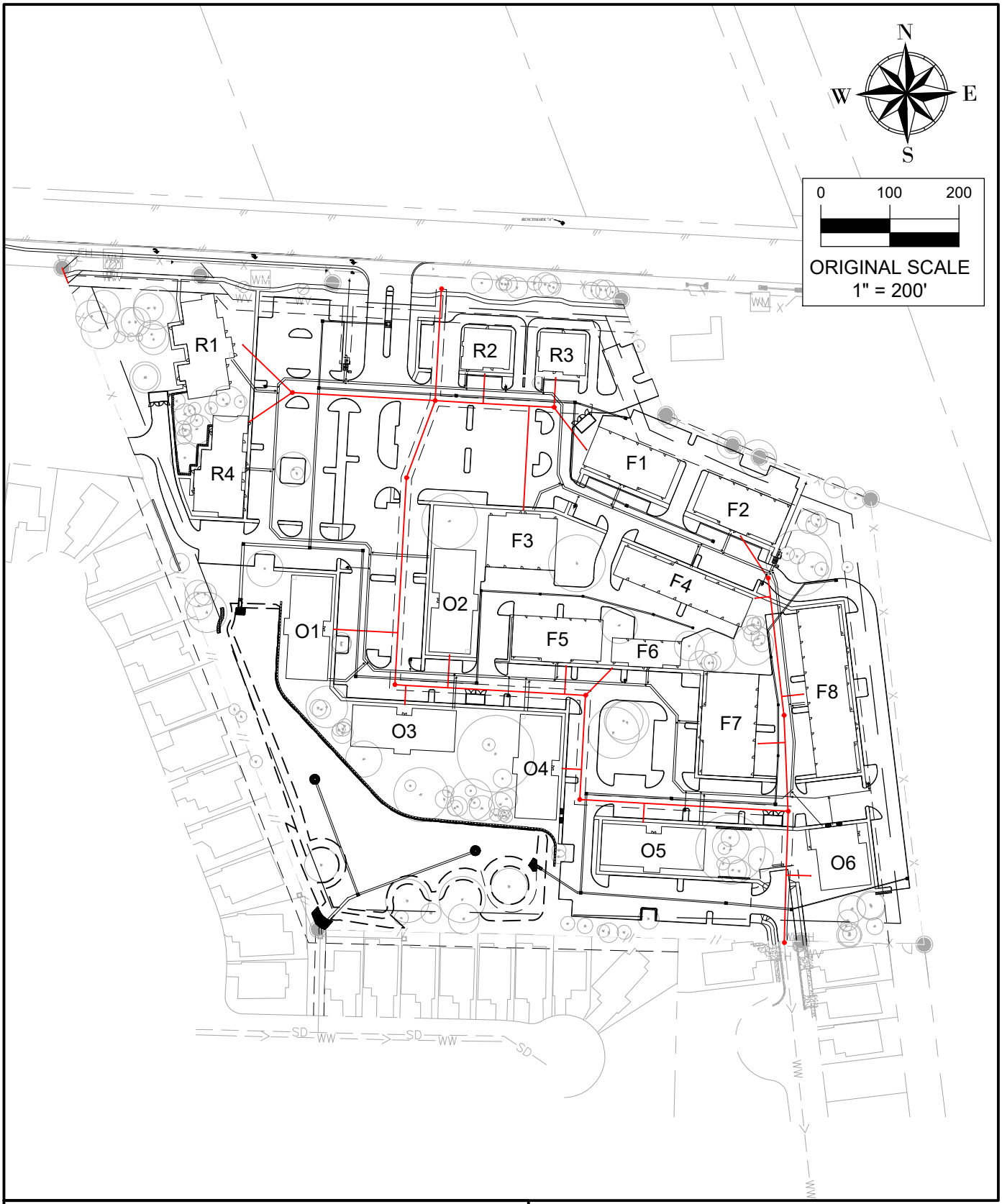
2P CONSULTANTS, LLC
203 E. MAIN STREET, SUITE 204
ROUND ROCK, TEXAS 78664
512-344-9664
TBPE FIRM #F-19351

THE PRESERVE AT WATER OAK
OVERALL WATER SHEET

June 15, 2023

N:\Projects\OM Developers\W SH 29\Documents\Application and Fees\PID\WATER PLAN.dwg

APPENDIX G
Wastewater Utility Plan



2P CONSULTANTS, LLC
203 E. MAIN STREET, SUITE 204
ROUND ROCK, TEXAS 78664
512-344-9664
TBPE FIRM #F-19351

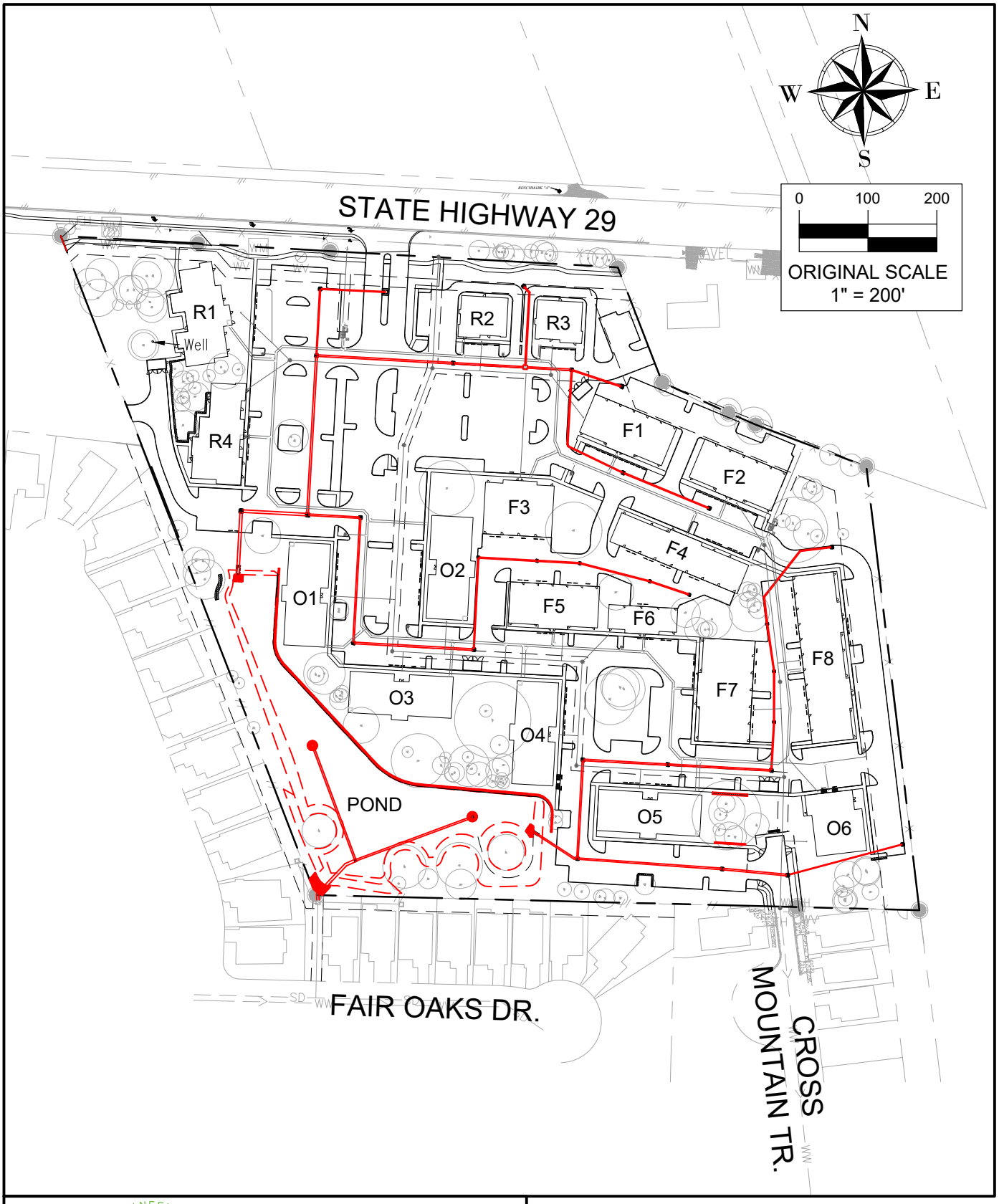
THE PRESERVE AT WATER OAK

OVERALL WASTEWATER SHEET

June 15, 2023

N:\Projects\OM Developers\W SH 29\Documents\Application and Fees\PID\WASTEWATER PLAN.dwg

APPENDIX H
Storm Sewer Plan



2P CONSULTANTS, LLC
203 E. MAIN STREET, SUITE 204
ROUND ROCK, TEXAS 78664
512-344-9664
TBPE FIRM #F-19351

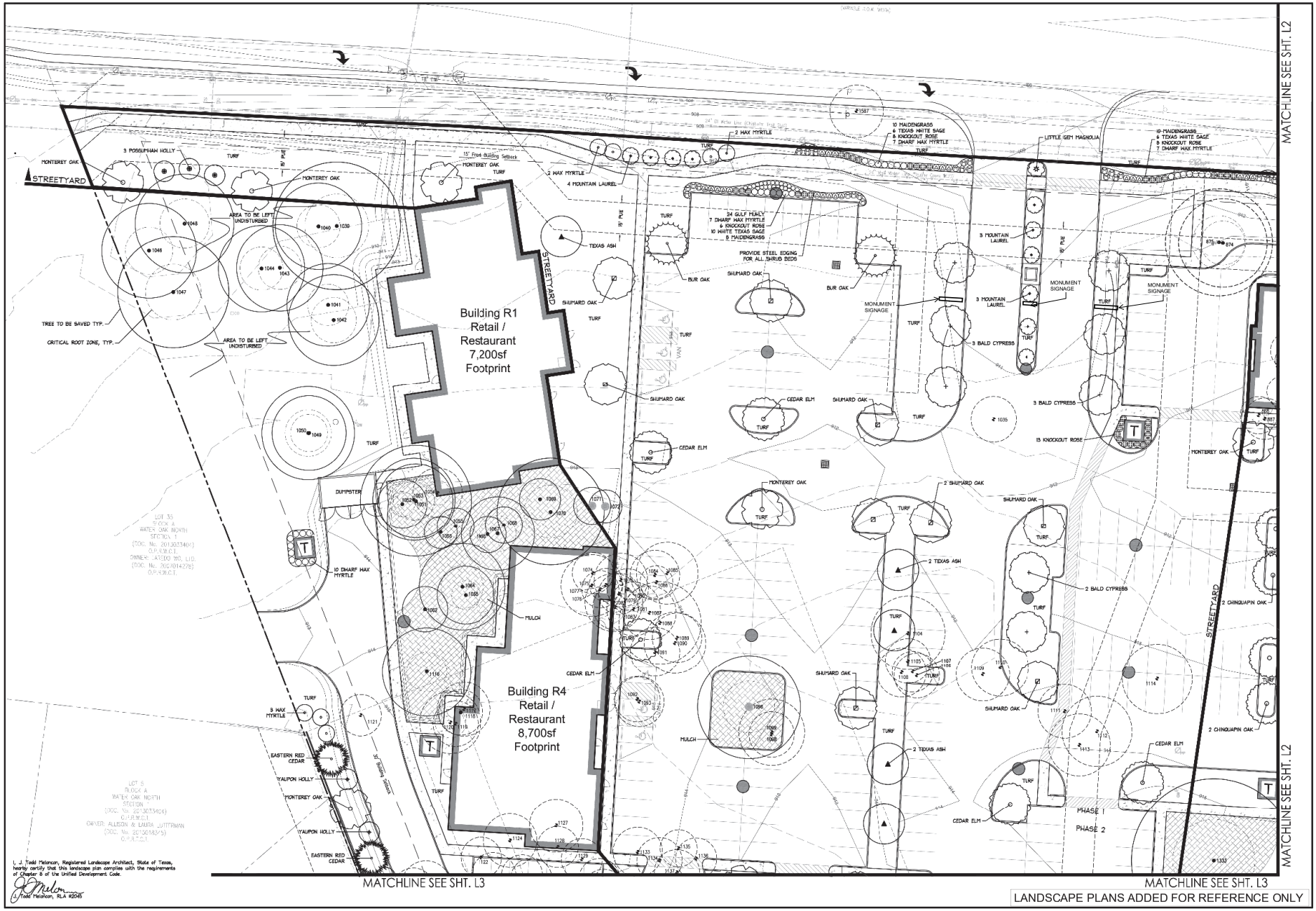
THE PRESERVE AT WATER OAK

OVERALL STORM SEWER PLAN

November 1, 2024

N:\Projects\OM Developers\W SH 29\Documents\Application and Fees\PID\STORMSEWER PLAN.dwg

APPENDIX I
Landscaping and Signage



I, J. Todd Melancon, Registered Landscape Architect, State of Texas, hearby certify that this landscape plan complies with the requirements of Chapter 8 of the Unified Development Code.

J. Todd Melancon, RLA #2045

LANDSCAPE PLANS ADDED FOR REFERENCE ONLY

REVISIONS

NO.	DATE

MELONCON DESIGN GROUP, INC.
LAND PLANNING & LANDSCAPE ARCHITECTURE
1324 GREAT OAKS COVE ROUND ROCK TEXAS 78681
PHONE (512) 560-1165 FAX (512) 310-2364
todd@meloncondesigngroup.com www.meloncondesigngroup.com

THE PRESERVE AT WATER OAKS
Hwy. 29, Georgetown, Texas

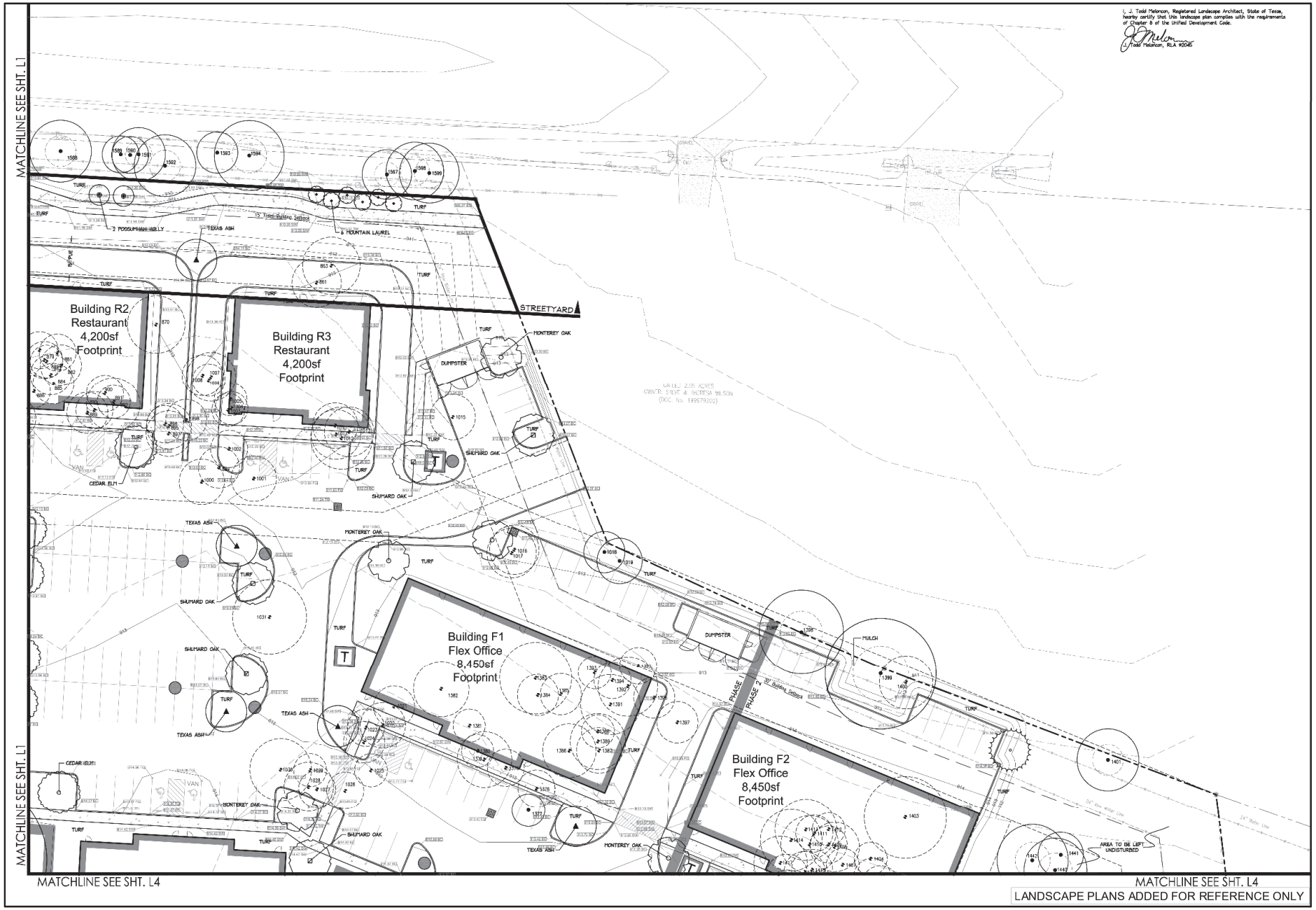
landscape plan

SCALE: 1"=20'

Drawn: JTM
Checked: JTM
Approved: JTM
Date: April 18, 2022
Project #: 309-2001

SHEET NO. 39
OF 71

957



MELONCON DESIGN GROUP, INC.
LAND PLANNING & LANDSCAPE ARCHITECTURE
1324 GREAT OAKS COVE ROUND ROCK TEXAS 78681
PHONE (512) 560.1165 FAX (512) 310-2284
todd@meloncondesigngroup.com www.meloncondesigngroup.com

NO. DATE REVISIONS

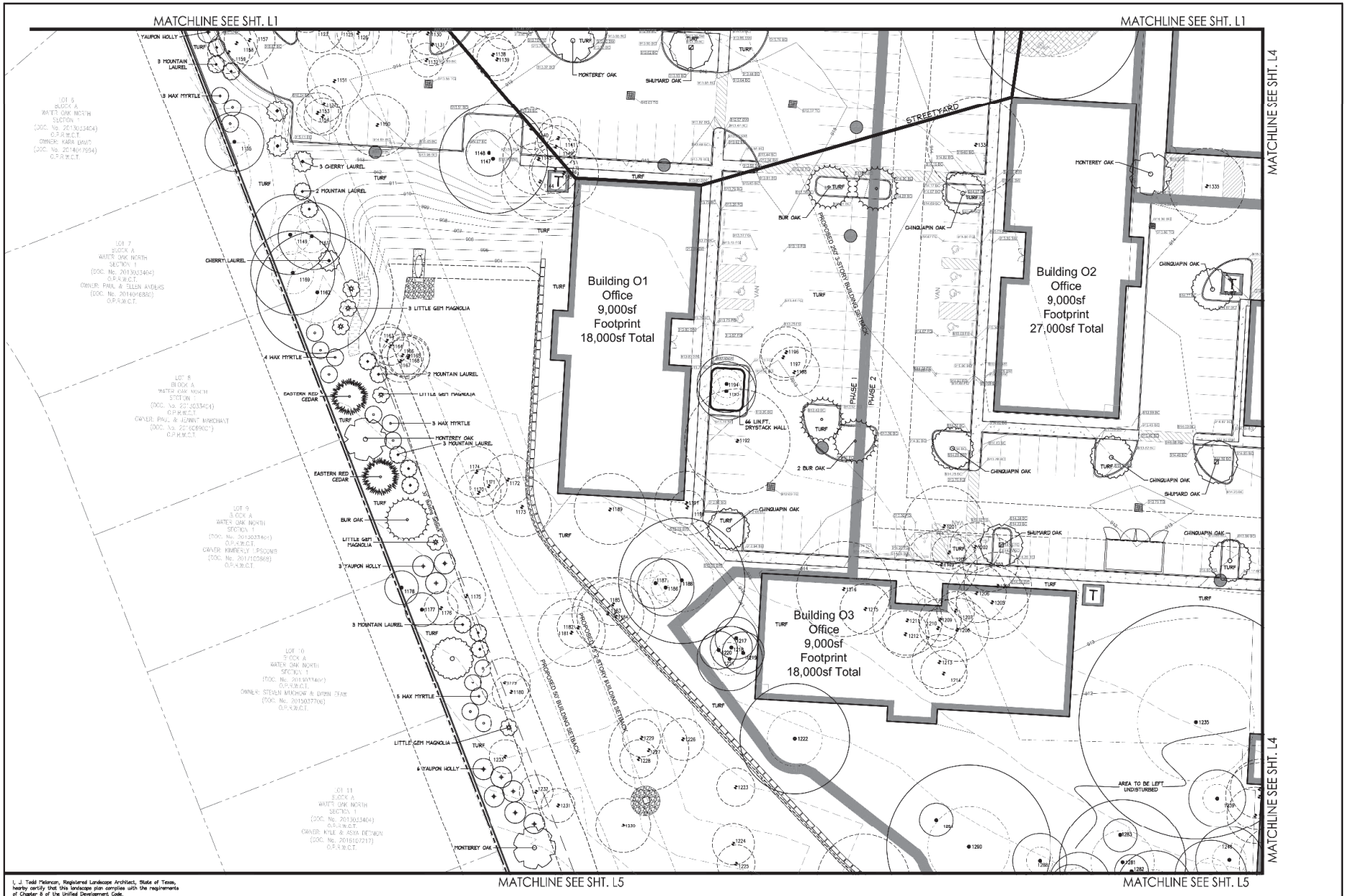
THE PRESERVE AT WATER OAKS
Hwy. 29, Georgetown, Texas

landscape plan

SCALE: 1"=20'

Drawn: JTM
Checked: JTM
Approved: JTM
Date: April 18, 2022
Project #: 309-2001

SHEET NO. 40
OF 71



I, J. Todd Melancon, Registered Landscape Architect, State of Texas, hearby certify that this landscape plan complies with the requirements of Chapter 8 of the Unified Development Code.

J. Todd Melancon, RLA #2045

LANDSCAPE PLANS ADDED FOR REFERENCE ONLY

NO.	DATE	REVISIONS

MELONCON DESIGN GROUP, INC.
LAND PLANNING & LANDSCAPE ARCHITECTURE
1004 GREAT OAKS COVE ROUND ROCK TEXAS 78681
PHONE (512) 560-1185 FAX (512) 310-2586
todd@meloncondesigngroup.com www.meloncondesigngroup.com

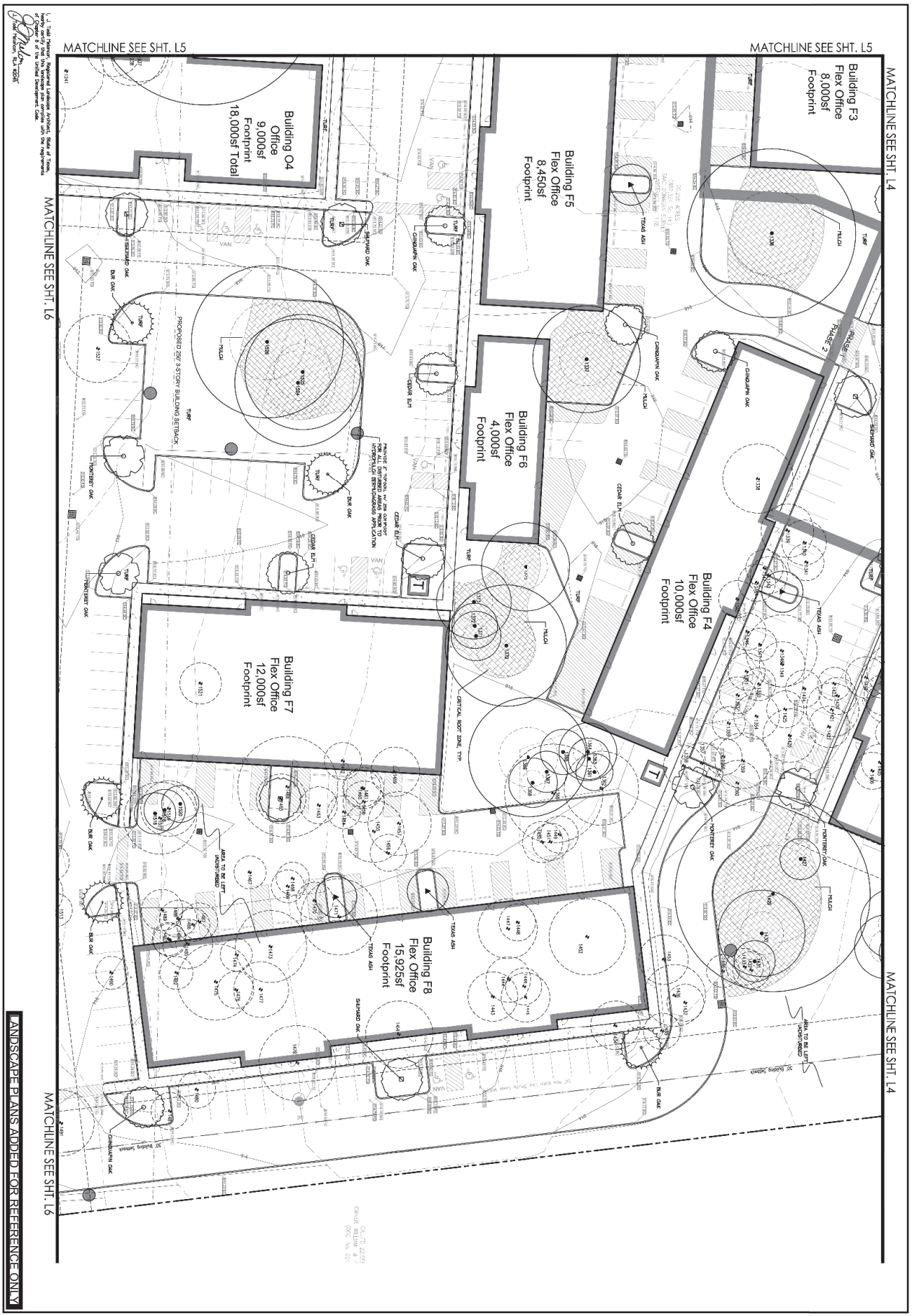
THE PRESERVE AT WATER OAKS
Hwy. 29, Georgetown, Texas

landscape plan

SCALE: 1"=20'

Drawn: JTM
Checked: JTM
Approved: JTM
Date: April 18, 2022
Project #: 309.2001

SHEET NO. 41
OF 71



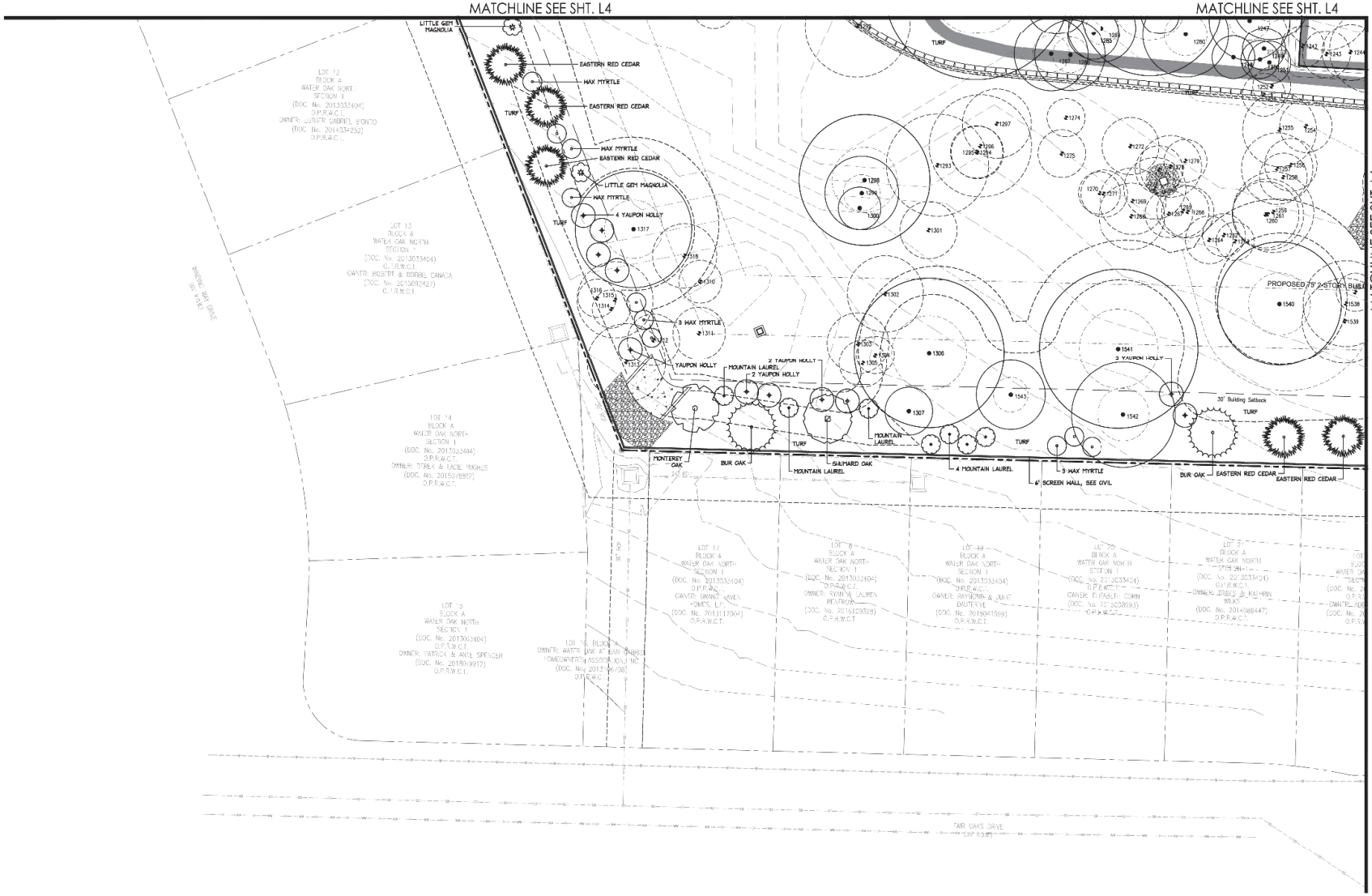
I, Todd Hanson, registered landscape architect, hereby certify that this landscape plan complies with the requirements of Chapter 8 of the Unified Development Code.

Todd Hanson, RLA 2045

LANDSCAPE PLANS ADDED FOR REFERENCE ONLY

THE PRESERVE AT WATER OAKS Hwy. 29, Georgetown, Texas landscape plan	MELONÇON DESIGN GROUP, INC. LAND PLANNING & LANDSCAPE ARCHITECTURE 1004 GREAT OAKS COVE ROUND ROCK TEXAS 78681 PHONE (512) 560 1185 FAX (512) 310 2386 todd@meloncondesigngroup.com www.meloncondesigngroup.com	SCALE: 1"=20' Drawn: JTM Checked: JTM Approved: JTM Date: April 18, 2022 Project #: 397-2001	SHT NO. 42 OF 71

NO.	DATE	REVISIONS



I, J. Todd Melancon, Registered Landscape Architect, State of Texas, hearby certify that this landscape plan complies with the requirements of Chapter 8 of the Unified Development Code.

J. Todd Melancon, RLA #2045

LANDSCAPE PLANS ADDED FOR REFERENCE ONLY

MELONCON DESIGN GROUP, INC.
LAND PLANNING & LANDSCAPE ARCHITECTURE
1004 GREAT OAKS COVE ROUND ROCK TEXAS 78681
PHONE (512) 560.1185 FAX (512) 310.2586
bob@meloncondesigngroup.com www.meloncondesigngroup.com

REVISIONS

NO.	DATE

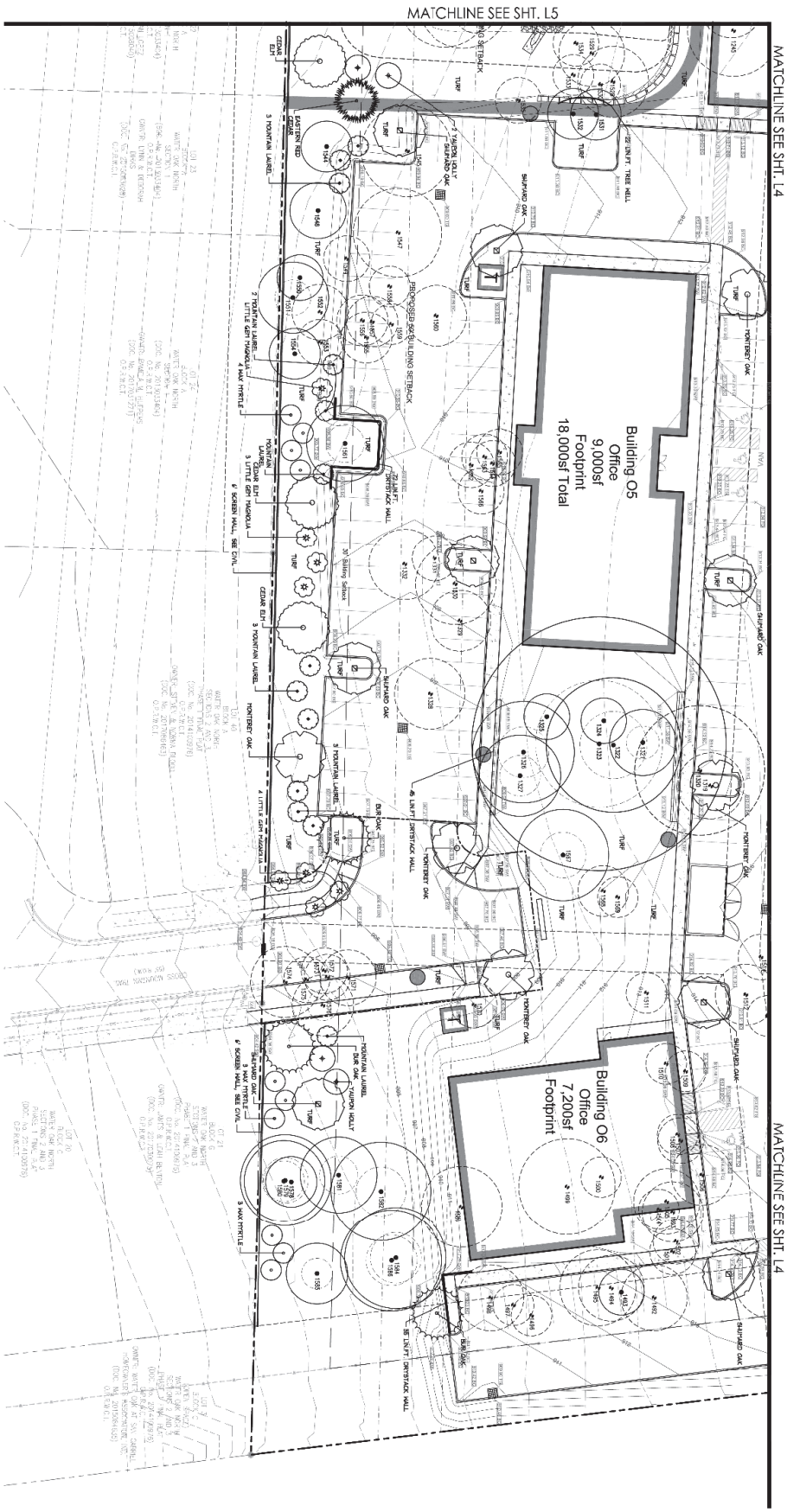
THE PRESERVE AT WATER OAKS
Hwy. 29, Georgetown, Texas

landscape plan

SCALE: 1"=20'

Drawn: JTM
Checked: JTM
Approved: JTM
Date: April 18, 2022
Project #: 309-2001

SHEET NO. 43
OF 71



LANDSCAPE PLANS ADDED FOR REFERENCE ONLY

I, Todd Hanson, Registered Landscape Architect, State of Texas, hereby certify that this landscape plan complies with the requirements of Chapter 8 of the Unified Development Code.

Todd Hanson, RLA 2045

THE PRESERVE AT WATER OAKS Hwy. 29, Georgetown, Texas landscape plan	MELONÇON DESIGN GROUP, INC. LAND PLANNING & LANDSCAPE ARCHITECTURE 1004 GREAT OAKS COVE ROUND ROCK TEXAS 78681 PHONE(512) 560 1185 FAX (512) 310 2386 todd@melonçondesigngroup.com www.melonçondesigngroup.com	REGISTERED LANDSCAPE ARCHITECT TODD MELONÇON 2045 STATE OF TEXAS 4/18/22	NO.	DATE	REVISIONS	SCALE: 1"=20'	Drawn: ___JTM___ Checked: ___JTM___ Approved: ___JTM___ Date: ___April 18, 2022___ Project #: ___397-2001___

SHEET NO. 44 OF 71

GENERAL LANDSCAPE NOTES

1. CONTRACTOR SHALL PROVIDE ALL MATERIALS AND LABOR NEEDED FOR CONSTRUCTION OF PROPOSED LANDSCAPE MATERIAL.
2. ANY CONFLICTS OF TREE LOCATION AND UTILITY LINES, UNDERGROUND OR OVERHEAD WILL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT PRIOR TO PLANTING.
3. PRIOR TO CONSTRUCTION THE CONTRACTOR SHALL VERIFY THE LOCATION OF ANY AND ALL EXISTING EASEMENTS LOCATED WITHIN THE PROPOSED WORK AREA. ANY DISCREPANCIES FOUND ARE TO BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT.
4. ALL PLANT MATERIAL SHALL CONFORM TO THE STANDARDS AS PUBLISHED BY THE CURRENT AMERICAN ASSOCIATION OF NURSERYMEN.
5. NO PLANTING SHALL TAKE PLACE BEFORE ROUGH GRADING HAS BEEN FINISHED AND BED LAYOUTS HAVE BEEN APPROVED BY THE LANDSCAPE ARCHITECT.
6. THE OWNER RESERVES THE RIGHT TO REFUSE ANY PLANT MATERIAL DUE TO UNSATISFACTORY CONDITIONS OF THE PLANT MATERIAL. ALL PLANTS SHALL BE CONTAINER GROWN OR B & B. ALL CONTAINERS, PLASTIC AND BURLAP SHALL BE REMOVED PRIOR TO PLANTING.
7. ALL PLANT MATERIAL SHALL BE WATERED THOROUGHLY AT THE TIME OF PLANTING AND EVERY OTHER DAY FOR THE FIRST WEEK THEN ONCE PER WEEK WITH THE IRRIGATION SYSTEM PROVIDED.
8. TREE PLANTING SHALL HAVE A BACKFILL MIX OF 1/3 PLANTING MIX AND 2/3 EXISTING SOIL AND BE PACKED TO REMOVE AIR POCKETS.
9. ALL PLANTINGS SHALL HAVE A MINIMUM OF 3" HARDWOOD MULCH COVERING.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LAYING SOD OR HYDROMULCH ON ALL DISTURBED AREA INDICATED ON THE PLANS AFTER AN UNDERGROUND IRRIGATION SYSTEM HAS BEEN INSTALLED AND TESTED.
11. PRIOR TO TURF INSTALLATION, ALL AREAS SHALL BE DRESS WITH A MINIMUM OF 2" OF TOPSOIL THAT CONTAINS AT LEAST 25% ORGANIC MATERIAL.
12. THE CONTRACTOR SHALL FINISH GRADE TOP SOIL TO A SMOOTH SURFACE AND REMOVE ALL CLODS PRIOR TO LAYING SOD OR HYDROMULCH.
13. HYDROMULCH SEEDING
    FROM SEPTEMBER 15 TO MARCH 1, SEEDING SHALL BE A COMBINATION OF 1 POUND PER 1000 SF OF UNHULLED BERMUDA AND 7 POUNDS PER 1000 SF OF WINTER RYE WITH A PURITY OF 98% AND 90% GERMINATION.

    FROM MARCH 2 TO SEPTEMBER 14, SEEDING SHALL BE WITH HULLED BERMUDA AT A RATE OF 1 POUND PER 1000 SF WITH A PURITY OF 98% AND 85% GERMINATION.

    A. FERTILIZER SHALL BE A PELLETED OR GRANULAR SLOW RELEASE WITH AN ANALYSIS OF 15-15-15 TO BE APPLIED ONCE AT PLANTING AND ONCE DURING THE PERIOD OF ESTABLISHMENT AT A RATE OF 1.5 POUND PER 1000 SF.

    B. MULCH TYPE USED SHALL BE HAY, STRAW OR MULCH APPLIED AT A RATE OF 45 POUNDS PER 1000 SF, WITH SOIL TACKIFIER AT A RATE OF 1.4 POUNDS PER 1000 SF.

    C. RESTORATION SHALL BE ACCEPTABLE WHEN THE GRASS HAS GROWN AT LEAST 1-1/2 INCHES HIGH WITH 98% COVERAGE, PROVIDED NO BARE SPOTS LARGER THAN 16 SQUARE FEET EXIST.
14. BROADCAST SEEDING ALTERNATIVE
    FROM SEPTEMBER 15 TO MARCH 1, SEEDING SHALL BE WITH A COMBINATION OF 2 POUNDS PER 1000 SF OF UNHULLED BERMUDA AND 7 POUNDS PER 1000 SF OF WINTER RYE WITH A PURITY OF 98% WITH 90% GERMINATION.

    FROM MARCH 2 TO SEPTEMBER 14, SEEDING SHALL BE WITH HULLED BERMUDA AT A RATE OF 2 POUNDS PER 1000 SF WITH A PURITY OF 98% WITH 85% GERMINATION.

    A. FERTILIZER SHALL BE A PELLETED OR GRANULAR SLOW RELEASE WITH AN ANALYSIS OF 15-15-15 TO BE APPLIED ONCE AT PLANTING AND ONCE DURING THE PERIOD OF ESTABLISHMENT AT A RATE OF 1.5 POUND PER 1000 SF.

    B. MULCH TYPE USED SHALL BE HAY, STRAW OR MULCH APPLIED AT A RATE OF 45 POUNDS PER 1000 SF.
15. THE PLANTED AREA SHALL BE IRRIGATED OR SPRINKLED IN A MANNER THAT WILL NOT ERODE THE TOPSOIL, BUT WILL SUFFICIENTLY SOAK THE SOIL TO A DEPTH OF 6 INCHES. THE IRRIGATION SHALL OCCUR AT 7 DAY INTERVALS DURING THE FIRST TWO MONTHS. RAINFALL OCCURRENCES OF 1/2 INCH OR GREATER SHALL POSTPONE THE WATERING SCHEDULE ONE WEEK.
16. THE CONTRACTOR SHALL PROVIDE A ONE YEAR GUARANTEE ON ALL LANDSCAPE MATERIAL FROM THE DATE OF COMPLETION.
17. THE CONTRACTOR SHALL SUPPLY THE OWNER WITH A MAINTENANCE SCHEDULE TO INCLUDE FERTILIZATION, PRUNING, MOWING, MULCHING ETC. UPON COMPLETION OF WORK.
18. THE CONTRACTOR SHALL REMOVE ALL TRASH AND DEBRIS CREATED DURING CONSTRUCTION IE. BURLAP, CONTAINERS, STAKES, TAGS, ECT.

CITY OF GEORGETOWN GENERAL NOTES

1. THIS DEVELOPMENT WILL BE IRRIGATED WITH AN AUTOMATED UNDERGROUND IRRIGATION SYSTEM.
2. A SEPARATE IRRIGATION PLAN SHALL BE REQUIRED AT THE TIME OF BUILDING PERMIT IN ACCORDANCE WITH SECTION 8.07.000 OF THE UDC.
3. THE CURRENT OWNER AND SUBSEQUENT OWNERS OF THE LANDSCAPED PROPERTY, OR THE MANAGER OR AGENT OF HE OWNER, SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL LANDSCAPE AREAS AND MATERIALS, REQUIRED BUFFER YARD AREAS AND MATERIALS AND REQUIRED SCREENING MATERIALS. SAID AREAS MUST BE MAINTAINED SO AS TO PRESENT A HEALTHY, NEAT AND ORDERLY APPEARANCE AT ALL TIMES AND SHALL BE KEPT FREE OF REFUSE AND DEBRIS. MAINTENANCE WILL INCLUDE THE REPLACEMENT OF ALL DEAD PLANT MATERIAL IF THAT MATERIAL WAS USED TO MEET THE REQUIREMENTS OF THIS CHAPTER. ALL SUCH PLANTS SHALL BE REPLACED WITHIN SIX MONTHS OF NOTIFICATION, OR BY THE NEXT PLANTING SEASON, WHICHEVER COMES FIRST. A HOME OWNERS ASSOCIATION MAY ASSUME RESPONSIBILITY FOR MAINTENANCE OF COMMON AREAS.
4. ALL PLANT SELECTIONS HAVE BEEN CHOSEN FROM THE CITY OF GEORGETOWN PREFERRED PLANT LIST. NO SUBSTITUTIONS MAY BE MADE WITHOUT APPROVAL BY THE CITY OF GEORGETOWN.
5. NO MORE THAN 25% OF TREES OR SHRUBS MAY BE FROM THE SAME SPECIES. NO MORE THAN 10% OF REQUIRED PLANTINGS MAY BE ORNAMENTAL GRASSES.
6. AT LEAST 50% OF THE REQUIRED PLANT MATERIAL ARE LOW WATER USERS AS IDENTIFIED ON THE PREFERRED PLANT LIST.

LANDSCAPE CALCULATION TABLE

CITY OF GEORGETOWN LANDSCAPE CALCULATIONS

STREETYARD

	REQUIRED		PROVIDED		
TOTAL SITE AREA			868,085± SF ;	19.9	AC.
TOTAL STREETYARD AREA			190,913 SF ;		
STREETYARD LANDSCAPE 20%	38,399	SF	37,398 SF	25	%

STREETYARD LANDSCAPE

	REQUIRED	PROVIDED
TREES	20	32
EXISTING TREE CREDITS		5
TOTAL		37
SHRUBS	59	111

PARKING LOT LANDSCAPING

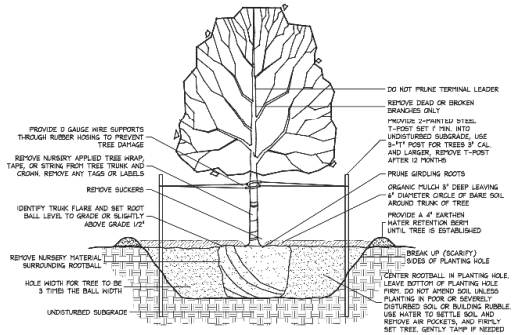
			REQUIRED	PROVIDED
STREETYARD PARKING	382	NO. OF SPACES x 20 SF =	7600 SF ;	>7600 SF ;
NON STREETYARD PARKING	860	NO. OF SPACES x 10 SF =	8600 SF ;	>8600 SF ;
PARKING LOT TREES	1238	NO. OF SPACES / 12 x 1 =	103 TREES	101 TREES

BUFFERYARD — HIGH LEVEL .30' PLANTING AREA

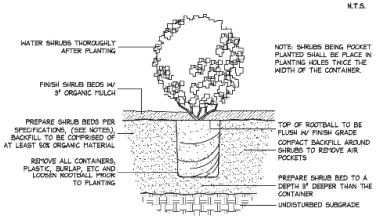
1,470	LINEAR FEET OF BUFFER / 50' =	29	UNITS

		EXISTING	PROPOSED	TOTAL
59	SHADE TREES	34	25	59
118	EVERGREEN ORNAMENTALS	0	118	118
1,470	6' MASONRY WALL			1,470

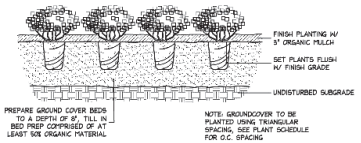
REPLACEMENT TREES	TREE TOTAL	578		401 SAVED	71% SAVED
TOTAL CALIPER INCHES OF TREES REMOVED					
12" to 25"		2,623.0	x 40%	1,049.4	
26" AND GREATER		286.5	x 3	859.5	
MITIGATION CREDITS 6" - 11"				451.0	
			REQUIRED MITIGATION	1,567.9	
			PROPOSED MITIGATION	983.0	
REMAINING MITIGATION			REMAINING MITIGATION	784.9	
FEE IN LIEU $150 / INCH			FEE TOTAL	$111,135	



TREE PLANTING DETAIL
N.T.S.



SHRUB PLANTING DETAIL
N.T.S.



GROUNDCOVER PLANTING DETAIL
N.T.S.

LANDSCAPE SUMMARY TABLE

	LANDSCAPE AREA REQUIRED	LANDSCAPE AREA PROPOSED	SHRUBS REQUIRED	SHRUBS PROPOSED	EVERGREEN SHRUBS REQUIRED	EVERGREEN SHRUBS PROPOSED	EVERGREEN ORNAMENTAL TREES REQUIRED	EVERGREEN ORNAMENTAL TREES PROPOSED	SHADE TREES REQUIRED	SHADE TREES PROVIDED
STREET YARD LANDSCAPING SECTION 8.04.028	29,389	37,398	59	60					20	32
MINUS < 20' LANDSCAPE CREDIT TREES COUNTED										4
MINUS 20' + LANDSCAPE CREDIT TREES COUNTED x 2										1
TOTAL	29,389	37,398	59	60				0	20	37
PARKING LOT LANDSCAPING SECTION 8.04.040	7,600	>7600		0				0	103	101
MINUS AREA OR PLANTINGS THAT CAN BE CREDITED TOWARDS STREET YARD LANDSCAPING										
MINUS < 20' LANDSCAPE CREDIT TREES COUNTED										
MINUS 20' + LANDSCAPE CREDIT TREES COUNTED x 2										
TOTAL	7,600	0		0				0	103	101
GATEWAY OVERLAY DISTRICT LANDSCAPING - SECTION 8.04.050 (IF APPL.)	9,725		50	57					20	20
MINUS AREA OR PLANTINGS THAT CAN BE CREDITED TOWARDS STREET YARD LANDSCAPING										0
MINUS < 20' LANDSCAPE CREDIT TREES COUNTED										0
MINUS 20' + LANDSCAPE CREDIT TREES COUNTED x 2										0
TOTAL	9,725	0	50	57				0	20	20
BUFFERYARD LANDSCAPING - SECTION 8.04.060 (IF APPL.)							118		59	59
MINUS < 20' LANDSCAPE CREDIT TREES COUNTED										
MINUS 20' + LANDSCAPE CREDIT TREES COUNTED x 2										
TOTAL	0	0	0	0	0	0	118	0	59	59
SCREENING - SECTION 8.04.060 (IF APPL.)					23	23				
TOTAL										
GRAND TOTAL	0	0	0	0	23	23	0	0	0	0

PLANT LIST

CANOPY TREES

QUANTITY	SYMBOL	COMMON NAME	BOTANICAL NAME	SIZE & CONDITION
14		Bur Oak	Quercus macrocarpa	3" caliper, container groun or B&B, spacing as shoun
14		Chinquapin Oak	Quercus muehlenbergii	3" caliper, container groun or B&B, spacing as shoun
14		Monterey Oak	Quercus polymorpha	3" caliper, container groun or B&B, spacing as shoun
29		Shumard Red Oak	Quercus shumardii	3" caliper, container groun or B&B, spacing as shoun
12		Texas Ash	Fraxinus texensis	3" caliper, container groun or B&B, spacing as shoun
11		Cedar Elm	Ulmus crassifolia	3" caliper, container groun or B&B, spacing as shoun
8		Bald Cypress	Taxodium distichum	3" caliper, container groun or B&B, spacing as shoun
10		Eastern Red Cedar	Juniperis virginiana	3" caliper, container groun or B&B, spacing as shoun

ORNAMENTAL TREES

27		Taupon Holly	Ilex vomitoria	20 gal., multi-trunk, container groun, female plant only, 10' o.c.
0		Possumhaw Holly	Ilex decidua	15 gal., container groun, female plant only, 10' o.c.
45		Mountain Laurel	Sophora secundiflora	20 gal., 5 trunk min., container groun, 8' o.c.
42		Wax Myrtle	Myrica cerifera	20 gal., 5 trunk min., container groun, 8' o.c.
4		Cherry Laurel	Prunus caroliniana	20 gal., container groun, 10' o.c.
17		Little Gem Magnolia	Magnolia grandiflora 'Little Gem'	20 gal., container groun, 8' o.c.

SHRUBS

22		White Texas Sage	Leucophyllum frutescens 'Alba'	5 gallon, container groun, 3' o.c.
51		Dwarf Wax Myrtle	Myrica pusilla	5 gallon, container groun, 3' o.c.
35		Knockout Rose	Rosa 'Knockout'	5 gallon, container groun 3' o.c.

GRASSES & YUCCAS

28		Maidengrass	Miscanthus sinensis 'Morning Light'	5 gallon, container groun 3' o.c.
24		Gulf Muhly	Muhlenbergia capillaris	5 gallon, container groun 24" o.c.

TURF GRASSES & MATERIALS

See Plns for Disturbed Areas	TURF	Bermudagrass	Cynodon dactylon — Hydromulch 2 lbs. per 1000 s.f.
See Plan		Hardwood Mulch	3" deep mulch under dense Oak tree canopies in lieu of turf
See Plan		4" Steel Edging	4" - 14 gauge with 12" stakes, color black, set flush to top of curbs and sidewalks

I, J. Todd Meloncon, Registered Landscape Architect, State of Texas, hearby certify that this landscape plan complies with the requirements of Chapter 8 of the Unified Development Code.

J. Todd Meloncon, RLA #2045

LANDSCAPE PLANS ADDED FOR REFERENCE ONLY

MELONCON DESIGN GROUP, INC.
LAND PLANNING & LANDSCAPE ARCHITECTURE
1001 GREAT OAKS COVE ROUND ROCK TEXAS 78681
PHONE (512) 560-1165 FAX (512) 310-2386
bcd@meloncondesigngroup.com www.meloncondesigngroup.com

REVISIONS

NO.	DATE

THE PRESERVE AT WATER OAKS
Hwy. 29, Georgetown, Texas

landscape notes, details, calculations and planting schedule

Drawn: JTM
Checked: JTM
Approved: JTM
Date: April 18, 2022
Project #: 309-2001

SHEET NO. 45
OF 71

963

TREE NO.	MULTI-TRUNK SIZE	SIZE	SPECIES	TREES SAVED	12"-25" TREES REMOVED	> 25" TREES REMOVED	6" - 11" EXISTING CREDIT	CONDITIONS
861		12	LIVE OAK		12			MT
863	8,6,6	14	LIVE OAK		14			MT
870	10,8	14	LIVE OAK		14			MT
874	12,10,9	21.5	LIVE OAK		21.5			MT
875	14,13,11	26	LIVE OAK			26		MT / HERITAGE
879		9	LIVE OAK	9				
880		9	LIVE OAK	9				
881		9	LIVE OAK	9				
882		10	LIVE OAK	10				
883		8	LIVE OAK	8				
884		10	LIVE OAK	10				
885		10	LIVE OAK	10				
886		8	LIVE OAK	8				
887		10	LIVE OAK	10				
888		9	LIVE OAK	9				
889		10	LIVE OAK	10				
890		9	LIVE OAK	9				
891		8	LIVE OAK	8				
892		13	LIVE OAK		13			
895		11	LIVE OAK	11				
896		9	LIVE OAK	9				
897		11	LIVE OAK	11				
898		10	LIVE OAK	10				
899		10	LIVE OAK	10				
900		9	LIVE OAK	9				
1000		11	LIVE OAK	11				
1001		11	LIVE OAK	11				
1002		9	LIVE OAK	9				
1003		8	LIVE OAK	8				
1004		8	LIVE OAK	8				
1005		8	LIVE OAK	8				
1006		8	LIVE OAK	8				
1007		12	LIVE OAK		12			
1008		10	LIVE OAK	10				
1010		11	LIVE OAK	11				
1011		12	LIVE OAK		12			
1012		15	LIVE OAK		15			
1013		12	LIVE OAK		12			
1015		11	LIVE OAK	11				
1016		12	LIVE OAK		12			
1017		12	LIVE OAK		12			
1018		10	LIVE OAK	10				
1019		11	LIVE OAK	11			11	
1021		10	LIVE OAK	10				
1022		11	LIVE OAK	11				
1023		9	LIVE OAK	9				
1024		10	LIVE OAK	10				
1025		8	LIVE OAK	8				
1026		9	LIVE OAK	9				
1027		9	LIVE OAK	9				
1028		12	LIVE OAK		12			
1029		8	LIVE OAK	8				
1030		15	LIVE OAK		15			
1031	13,10	18	LIVE OAK		18			MT
1035		11	LIVE OAK	11				
1039		31	LIVE OAK	31				HERITAGE
1040		21	LIVE OAK	21				
1041		20	LIVE OAK	20				
1042		22	LIVE OAK	22				
1043		21	LIVE OAK	21				
1044		21	LIVE OAK	21				
1046		23	LIVE OAK	23				
1047		27	LIVE OAK	27				HERITAGE
1048		24	LIVE OAK	24				
1049		18	LIVE OAK	18				
1050	15, 15	22.5	LIVE OAK	22.5				MT
1051		18	LIVE OAK		18			
1052		12	LIVE OAK	12				
1053		20	LIVE OAK		20			
1054		12	LIVE OAK		12			
1055		9	LIVE OAK	9			9	
1056		8	LIVE OAK	8			8	
1062		11	LIVE OAK	11			11	
1064		21	LIVE OAK	21				
1065		14	LIVE OAK		14			
1066		9	LIVE OAK					
1067	12,12	18	LIVE OAK		18			MT
1068		9	LIVE OAK	9			9	
1069		10	LIVE OAK	10			10	
1070	16,11,9	26	LIVE OAK	26				MT / HERITAGE
1071		9	LIVE OAK	9			9	
1072		8	LIVE OAK					
1074		10	LIVE OAK	10				
1075		15	LIVE OAK		15			
1076		9	LIVE OAK	9				
1077		8	LIVE OAK	8				
1078		13	LIVE OAK		13			
1079		10	LIVE OAK	10				
1080		10	LIVE OAK	10				
1081		13	LIVE OAK		13			
1082		14	LIVE OAK		14			
1083		11	LIVE OAK	11				
1084		17	LIVE OAK		17			
1085		15	LIVE OAK		15			
1086		8	LIVE OAK	8				
1087		13	LIVE OAK		13			
1088	15, 10	20	LIVE OAK		20			MT
1089		12	LIVE OAK		12			
1090		15	LIVE OAK		15			
1091		12	LIVE OAK		12			
1092		11	LIVE OAK	11				
1093		12	LIVE OAK		12			
1096		25	LIVE OAK	25				HERITAGE
1098		11	LIVE OAK					
1099		16	LIVE OAK		16			
1104	12,12	18	LIVE OAK		18			MT
1105		11	LIVE OAK					
1106		11	LIVE OAK					
1107		10	LIVE OAK					
1108		13	LIVE OAK		13			
1109		12	LIVE OAK		12			
1110		14	LIVE OAK		14			
1111		13	LIVE OAK		13			
1112		17	LIVE OAK		17			
1113		15	LIVE OAK		15			
1114	12,10	17	LIVE OAK		17			MT
1116	16,11	21.5	LIVE OAK	21.5				MT
1117		13	LIVE OAK		13			
1118		11	LIVE OAK					
1119		11	LIVE OAK					
1120		15	LIVE OAK		15			
1121		10	LIVE OAK	10			10	
1122		10	LIVE OAK	10				
1123		11	LIVE OAK	11				
1124		13	LIVE OAK		13			
1125		10	LIVE OAK	10				
1126		10	LIVE OAK	10				
1127		13	LIVE OAK		13			
1128		10	LIVE OAK	10				
1129		10	LIVE OAK	10				
1130		10	LIVE OAK	10				
1131		10	LIVE OAK	10				
1132		8	LIVE OAK	8				
1133		12	LIVE OAK		12			
1134		11	LIVE OAK	11				
1135		9	LIVE OAK	9				
1136		10	LIVE OAK	10				
1137		11	LIVE OAK	11				
1138		10	LIVE OAK	10				
1139		10	LIVE OAK	10				
1140		10	LIVE OAK	10				
1141		10	LIVE OAK	10				
1142		10	LIVE OAK	10				
1143	12, 10	17	LIVE OAK		17			MT
1144	13, 11	18.5	LIVE OAK		18.5			MT
1145		11	LIVE OAK	11				
1146	11, 11	16.5	LIVE OAK		16.5			MT
1147	11, 11, 10, 9	26	LIVE OAK	26				MT / HERITAGE
1148		11	LIVE OAK					
1149		19	LIVE OAK	19				
1150		15	POST OAK		15			
1151		13	LIVE OAK		13			
1152		9	LIVE OAK	9				
1153		10	LIVE OAK	10				
1154		9	LIVE OAK	9				
1155		14	LIVE OAK	14				
1157		12	LIVE OAK		12			
1158		10	LIVE OAK	10				
1159		10	LIVE OAK	10				
1161		16	LIVE OAK	16				
1162	23, 12	29	LIVE OAK	29				MT / HERITAGE
1163		8	LIVE OAK	8				
1164		9	LIVE OAK	9				
1165		10	LIVE OAK	10				
1166		10	LIVE OAK	10				
1167		10	LIVE OAK	10				
1168		10	LIVE OAK	10				
1169		20	LIVE OAK	20				
1170		11	LIVE OAK	11				
1171		9	LIVE OAK	9				
1172		12	LIVE OAK		12			
1173		14	LIVE OAK		14			
1174		12	LIVE OAK		12			
1175		9	LIVE OAK					
1176		8	LIVE OAK					
1177		8	LIVE OAK	8			8	
1178		8	LIVE OAK	8			8	
1179		12	LIVE OAK		12			
1180		9	LIVE OAK	9				
1181	11, 10	16	LIVE OAK		16			MT
1182		10	LIVE OAK	10				
1183	9, 8, 8	17	LIVE OAK		17			MT
1184	10, 9, 8	18.5	LIVE OAK		18.5			MT
1185		10	LIVE OAK	10				
1186	9, 9	13.5	LIVE OAK	13.5				MT
1187		12	LIVE OAK	12				
1188		30	LIVE OAK	30				HERITAGE
1189		17	LIVE OAK		17			
1190		8	LIVE OAK	8				
1191	10, 10	15	LIVE OAK		15			MT
1192	14, 11, 11	25	LIVE OAK		25			MT
1193		14	LIVE OAK	14				
1194		14	LIVE OAK	14				
1196		12	LIVE OAK		12			
1197		11	LIVE OAK	11				
1198		12	LIVE OAK		12			
1199	12, 10	17	LIVE OAK		17			MT
1200		8	LIVE OAK	8				
1201	13, 12	19	LIVE OAK		19			MT
1202		12	LIVE OAK		12			
1203		13	LIVE OAK		13			
1204	11, 10	16	LIVE OAK		16			MT
1205	9, 8, 8	17	LIVE OAK		17			MT
1206	10, 8	14	LIVE OAK		14			MT
1207		9	LIVE OAK	9				
1208	11, 8	15	LIVE OAK		15			MT
1209		10	LIVE OAK	10				
1210		9	LIVE OAK	9				
1211	12, 9	16.5	LIVE OAK		16.5			MT
1212		11	LIVE OAK	11				
1213		13	LIVE OAK		13			
1214		11	LIVE OAK	11				
1215		12	LIVE OAK		12			
1216	9, 9, 9, 9	22.5	LIVE OAK		22.5			MT
1217		10	LIVE OAK	10			10	
1218		10	LIVE OAK	10			10	
1219		10	LIVE OAK					
1220		9	LIVE OAK	9			9	
1221	11, 9	15.5	LIVE OAK	15.5				MT
1222	15, 13, 9	26	LIVE OAK	26				MT / HERITAGE
1223		9	LIVE OAK	9				
1224		10	LIVE OAK	10				
1225		9	LIVE OAK	9				
1226		10	LIVE OAK	10				
1227		19	LIVE OAK		19			
1228		9	LIVE OAK	9				
1229		9	LIVE OAK	9				
1230	9, 8	13	LIVE OAK		13			MT
1231		8	LIVE OAK	8			8	
1232		8	LIVE OAK	8			8	
1233		8	LIVE OAK					
1235	22, 18, 18, 17, 14	55.5	LIVE OAK	55.5				MT / HERITAGE
1237	10, 8	14	LIVE OAK		14			MT
1238	8, 8, 8	16	LIVE OAK		16			MT
1239	9, 9	13.5	LIVE OAK	13.5				MT
1240	9, 9	13.5	LIVE OAK		13.5			MT
1241	14, 9	18.5	LIVE OAK		18.5			MT
1242		9	LIVE OAK	9				
1243		10	LIVE OAK	10				
1244		12	LIVE OAK		12			
1245	14, 8	18	LIVE OAK		18			MT
1246	12, 8	16	LIVE OAK	16				MT
1247	9, 8, 8	17	LIVE OAK	17				MT
1248		9	LIVE OAK	9			9	

TREE LEGEND	
MULTI-TRUNK	MT
HERITAGE	HERITAGE

I, J. Todd Meloncon, Registered Landscape Architect, State of Texas, hereby certify that this landscape plan complies with the requirements of Chapter 8 of the Unified Development Code.

J. Todd Meloncon, RLA #2045

LANDSCAPE PLANS ADDED FOR REFERENCE ONLY

THE PRESERVE AT WATER OAKS
Hwy. 29, Georgetown, Texas

existing tree survey

MELONÇON DESIGN GROUP, INC.
LAND PLANNING & LANDSCAPE ARCHITECTURE
1004 GREAT OAKS COVE ROUND ROCK TEXAS 78681
PHONE (512) 560-1185 FAX (512) 310-2386
todd@meloncondesigngroup.com www.meloncondesigngroup.com

REGISTERED LANDSCAPE ARCHITECT TODD MELONÇON 2045 STATE OF TEXAS 4/18/22

NO.	DATE	REVISIONS

Drawn: JTM
Checked: JTM
Approved: JTM
Date: April 18, 2022
Project #: 309-2001

SHEET NO. 46 OF 71

APPENDIX J
Engineer's Opinion of Probable Cost

Prepared for OM Developers, LLC.
Prepared By 2P Consultants, LLC

The Preserve at Water Oak

Item No.	Updated Construction costs	Unit	Cost	Qty.	Total
1.0	**DRAINAGE IMPROVEMENTS**				
1.1	Masonry wall	LF	$ 168.50	649	$ 109,356.50
1.2	Concrete Footers	LF	$ 200.00	649	$ 129,800.00
1.3	Detention Pond	LS	$ 93,760.00	1	$ 93,760.00
1.4	Batch System	EA	$ 50,000.00	2	$ 100,000.00
1.5	2'x2' Grate Inlet	LS	$ 3,900.00	8	$ 31,200.00
1.6	3'x3' Grate Inlet	EA	$ 6,200.00	13	$ 80,600.00
1.7	3'x3' Area Inlet	EA	$ 7,500.00	1	$ 7,500.00
1.8	4'x4' Junction Box	EA	$ 11,500.00	1	$ 11,500.00
1.9	Sloped Headwall 42"	EA	$ 13,100.00	1	$ 13,100.00
1.10	Sloped Headwall 24"	EA	$ 8,150.00	1	$ 8,150.00
1.11	12" HDPE Pipe	LF	$ 50.00	173	$ 8,650.00
1.12	18" HDPE Pipe	LF	$ 65.00	1443	$ 93,795.00
1.13	24" HDPE Pipe	LF	$ 72.00	1606	$ 115,632.00
1.14	30" HDPE Pipe	LF	$ 85.00	232	$ 19,720.00
1.15	42" HDPE Pipe	LF	$ 107.00	191	$ 20,437.00
1.16	Rock Excavation	LF	$ 50.00	3645	$ 182,250.00
				Subtotal	***$ 1,025,450.50***
2.0	**WATER IMPROVEMENTS**				
2.1	Connect to existing 24"	EA	$ 32,000.00	1	$ 32,000.00
2.2	8" Backflow preventer	EA	$ 42,000.00	1	$ 42,000.00
2.3	8" Gate Valve M.J.	EA	$ 3,500.00	7	$ 24,500.00
2.4	6" Gate Valve M.J.	EA	$ 2,600.00	18	$ 46,800.00
2.5	4" Gate Valve M.J.	EA	$ 1,800.00	2	$ 3,600.00
2.6	2" Gate Valve M.J.	EA	$ 1,476.00	18	$ 26,568.00
2.7	2" Service Line	EA	$ 2,795.00	18	$ 50,310.00
2.8	Fire Hydrant Assambly	EA	$ 6,938.00	9	$ 62,442.00
2.9	4" PVC C-900 water main	LF	$ 70.00	2553	$ 178,710.00
2.10	6" Ductile Iron	LF	$ 135.00	968	$ 130,680.00
2.11	8" PVC (Fire water line)	LF	$ 105.00	2875	$ 301,875.00
2.12	Rock Excavation	LF	$ 50.00	6396	$ 319,800.00
2.13	Trench safety	LF	$ 3.00	6396	$ 19,188.00
				Subtotal	***$ 1,238,473.00***
3.0	**WASTEWATER IMPROVEMENTS**				
3.1	8" PVC pipe	LF	$ 95.00	2221	$ 210,947.50
3.2	6" PVC pipe	LF	$ 82.00	1098	$ 90,019.60
3.3	Trench safety	LF	$ 3.00	3318	$ 9,954.90
3.4	Rock Excavation	LF	$ 50.00	3318	$ 165,915.00
3.5	4' Dim. Manhole Standard	EA	$ 7,500.00	10	$ 75,000.00
3.6	4' Dim. Drop Manhole	EA	$ 11,500.00	1	$ 11,500.00
3.7	Connect to existing 4" Manhole	EA	$ 1,400.00	1	$ 1,400.00
3.8	Extra depth manhole	VF	$ 650.00	25	$ 16,250.00
3.9	Single wastewater service	EA	$ 2,755.00	18	$ 49,590.00
				Subtotal	***$ 580,987.00***

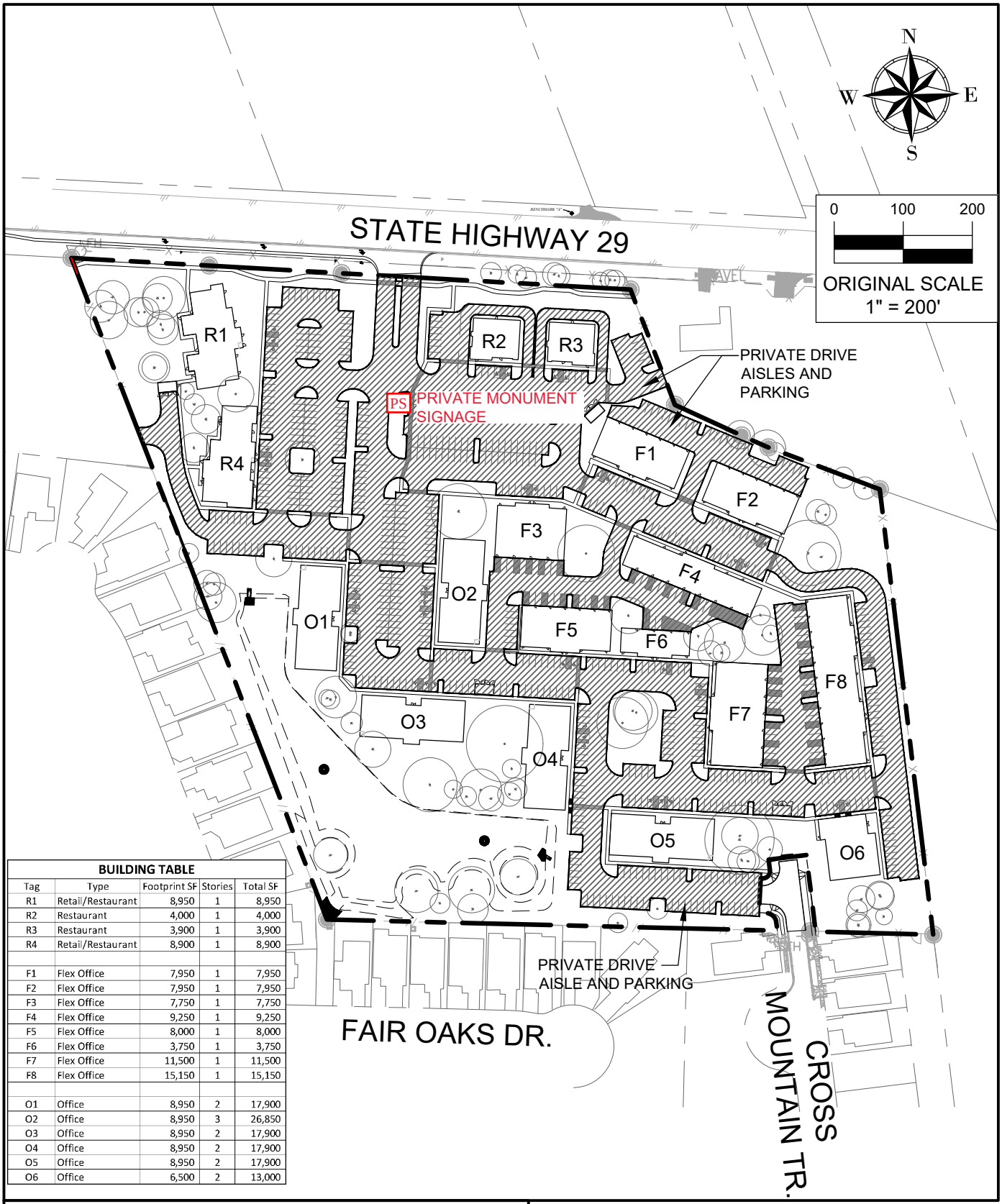
4.0	**CROSS MOUNTAIN TRAIL ACCESS (hammerhead in ROW)**				
4.1	Clear & Grub (ROW-ROW)	SY	$ 15.00	423.6666667	$ 6,355.00
4.2	Excavation/Embankment (ROW-ROW)	SY	$ 30.00	423.6666667	$ 12,710.00
4.3	Subgrade Preparation (3' BOC)	SY	$ 17.25	423.6666667	$ 7,308.25
4.4	Lime Stabilization (8" Thick) (3' BOC)	SY	$ 25.00	423.6666667	$ 10,591.67
4.5	Crushed Limestone Base (8" Thick) (3' BOC)	SY	$ 22.00	423.6666667	$ 9,320.67
4.6	H.M.A.C. (2.0" Thick)	SY	$ 37.00	423.6666667	$ 15,675.67
4.7	6" Standard Curb & Gutter w/Base	LF	$ 28.00	326	$ 9,128.00
4.10	5' Concrete Sidewalk	LF	$ 175.00	140	$ 24,500.00
4.11	Type 1 Sidewalk Ramps	EA	$ 2,100.00	4	$ 8,400.00
4.12	Street End Barricade	EA	$ 7,500.00	2	$ 15,000.00
4.13	Sawcut and Tie to Existing Street	EA	$ 3,500.00	1	$ 3,500.00
4.14	Paint Pavement Marking	LS	$ 15,000.00	1	$ 15,000.00
				Subtotal	***$ 137,489.25***
7.0	**DECEL LANE and IMPROVEMENTS ALONG SH 29**				
7.1	Clear & Grub (ROW-ROW) (Includes all Mobilization and Supervision)	SY	$ 15.00	242	$ 3,625.00
7.2	Excavation/Embankment (ROW-ROW)	SY	$ 30.00	242	$ 7,250.00
7.3	Subgrade Preparation (3' BOC)	SY	$ 17.25	242	$ 4,168.75
7.4	Lime Stabilization (8" Thick) (3' BOC)	SY	$ 25.00	242	$ 6,041.67
7.5	Crushed Limestone Base (8" Thick) (3' BOC)	SY	$ 22.00	242	$ 5,316.67
7.6	H.M.A.C. (2.0" Thick)	SY	$ 37.00	242	$ 8,941.67
7.10	5' Concrete Sidewalk	LF	$ 175.00	817	$ 142,975.00
7.13	Concrete Driveways for Access	EA	$ 27,615.00	1	$ 27,615.00
7.16	Sawcut and Tie to Existing Street	EA	$ 5,715.00	1	$ 5,715.00
7.19	Paint Pavement Marking	LS	$ 12,000.00	1	$ 12,000.00
				Subtotal	***$ 223,648.75***
8	**Landscaping & Irrigation**	**LS**	**$ 684,300.00**	**1**	**$ 684,300.00**
9	**Gateway/Momument signage**	**LS**	**$ 150,000.00**	**1**	**$ 150,000.00**
10	**Soft cost**	**LS**	**$ 250,000.00**	**1**	**$ 250,000.00**
11	**District Formation**	**LS**	**$ 300,000.00**	**1**	**$ 300,000.00**
12	**Contingency**	**LS**	**$ 400,000.00**	**1**	**$ 400,000.00**
13	**Project Management fees**	**LS**	**$ 142,360.00**	**1**	**$ 142,360.00**
				Subtotal	***$ 1,926,660.00***
	Total Authorized for PUBLIC Improvements				**$ 5,132,708.50**

14.0	**PRIVATE IMPROVEMENTS**				
14.1	Internal Street (Drive Aisles)	LS	$ 1,500,000.00	1	$ 1,500,000.00
14.1	Private Parking Areas	LS	$ 750,000.00	1	$ 750,000.00
7.3	Private Monument Signage	LS	$ 50,000.00	1	$ 50,000.00
				Subtotal	***$ 2,300,000.00***

APPENDIX K
Construction Schedule

The Preserve at Water Oak			
Appendix K - Construction Schedule Nov-24			
	Construction Start Date	Phase 1 Completion Date	Phase 2 Completion Date
A. Water Utility	Nov-23	Mar-25	
B. Wastewater Utility	Nov-23	Mar-25	
C. Storm Sewer	Nov-23	Mar-25	
D. Public Row Improvements	Nov-23	Mar-25	
E. Landscaping	Nov-23		Nov-26
F. Signage	Nov-23		Nov-26

APPENDIX L
Private Iimprovements



BUILDING TABLE

Tag	Type	Footprint SF	Stories	Total SF
R1	Retail/Restaurant	8,950	1	8,950
R2	Restaurant	4,000	1	4,000
R3	Restaurant	3,900	1	3,900
R4	Retail/Restaurant	8,900	1	8,900
F1	Flex Office	7,950	1	7,950
F2	Flex Office	7,950	1	7,950
F3	Flex Office	7,750	1	7,750
F4	Flex Office	9,250	1	9,250
F5	Flex Office	8,000	1	8,000
F6	Flex Office	3,750	1	3,750
F7	Flex Office	11,500	1	11,500
F8	Flex Office	15,150	1	15,150
O1	Office	8,950	2	17,900
O2	Office	8,950	3	26,850
O3	Office	8,950	2	17,900
O4	Office	8,950	2	17,900
O5	Office	8,950	2	17,900
O6	Office	6,500	2	13,000

2P CONSULTANTS, LLC
203 E. MAIN STREET, SUITE 204
ROUND ROCK, TEXAS 78664
512-344-9664
TBPE FIRM #F-19351

THE PRESERVE AT WATER OAK

PRIVATE IMPROVEMENTS
March 10, 2025

N:\Projects\OM Developers\W SH 29\Documents\Application and Fees\PID\SITE PLAN.dwg

APPENDIX B – BUYER DISCLOSURES

The buyer disclosures for the following Lot Type are found in this Exhibit:

- Initial Parcel
- Lot Type 1
- Lot Type 2
- Lot Type 3
- Lot Type 4
- Remainder Parcel

INITIAL PARCEL BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____

_____

_____

_____

_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO GEORGETOWN, TEXAS CONCERNING THE FOLLOWING PROPERTY

_____

PROPERTY ADDRESS

INITIAL PARCEL PRINCIPAL ASSESSMENT: $4,347,000.00

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Georgetown, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***The Preserve at Water Oak Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Georgetown. The exact amount of each annual installment will be approved each year by the Georgetown City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Georgetown.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

_____ _____

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §

§

COUNTY OF WILLIAMSON §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §

§

COUNTY OF WILLIAMSON §

The foregoing instrument was acknowledged before me by _____and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this_____ , 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County.

ANNUAL INSTALLMENTS - INITIAL PARCEL

Annual Installments Due	Principal	Interest [a]	Additional Interest [b] [c]	Annual Collection Costs	Total Annual Installment [c] [d]
2026	$ 88,000.00	$ 260,820.00	$ -	$ 40,800.00	$ 389,620.00
2027	92,000.00	255,540.00	-	41,616.00	389,156.00
2028	97,000.00	250,020.00	-	42,448.32	389,468.32
2029	102,000.00	244,200.00	-	43,297.29	389,497.29
2030	107,000.00	238,080.00	-	44,163.23	389,243.23
2031	113,000.00	231,660.00	-	45,046.50	389,706.50
2032	119,000.00	224,880.00	-	45,947.43	389,827.43
2033	125,000.00	217,740.00	-	46,866.38	389,606.38
2034	131,000.00	210,240.00	-	47,803.70	389,043.70
2035	138,000.00	202,380.00	-	48,759.78	389,139.78
2036	146,000.00	194,100.00	-	49,734.97	389,834.97
2037	153,000.00	185,340.00	-	50,729.67	389,069.67
2038	161,000.00	176,160.00	-	51,744.27	388,904.27
2039	170,000.00	166,500.00	-	52,779.15	389,279.15
2040	179,000.00	156,300.00	-	53,834.73	389,134.73
2041	189,000.00	145,560.00	-	54,911.43	389,471.43
2042	199,000.00	134,220.00	-	56,009.66	389,229.66
2043	210,000.00	122,280.00	-	57,129.85	389,409.85
2044	221,000.00	109,680.00	-	58,272.45	388,952.45
2045	233,000.00	96,420.00	-	59,437.90	388,857.90
2046	246,000.00	82,440.00	-	60,626.65	389,066.65
2047	260,000.00	67,680.00	-	61,839.19	389,519.19
2048	274,000.00	52,080.00	-	63,075.97	389,155.97
2049	289,000.00	35,640.00	-	64,337.49	388,977.49
2050	305,000.00	18,300.00	-	65,624.24	388,924.24
Total	**$ 4,347,000.00**	**$ 4,078,260.00**	**$ -**	**$ 1,306,836.23**	**$ 9,732,096.23**

[a] Interest is calculated at a rate of 6.00% which is less than 2% above the 30-year Municipal Market Data Index, which was 4.54% as of June 20, 2025, as required by the PID Act. If PID Bonds are issued, the interest rate on the Assessment will adjust to the interest rate on the Bonds plus Additional Interest.

[b] If PID Bonds are issued, Additional Interest will be charged and collected.

[c] The Bond Par shall be reduced to ensure the fixed PID Tax Rate Equivalent of $0.55 isn't exceeded should the interest rates on the bonds plus Additional Interest at bond sale be higher than the Reimbursement Obligation rate.

[d] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

PRESERVE AT WATER OAK PUBLIC IMPROVEMENT DISTRICT - LOT TYPE 1 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____

_____

_____

_____

_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO GEORGETOWN, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____

PROPERTY ADDRESS

LOT TYPE 1 PRINCIPAL ASSESSMENT: $27.59 per Square Foot "inclusive of common area allocation"

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Georgetown, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***The Preserve at Water Oak Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Georgetown. The exact amount of each annual installment will be approved each year by the Georgetown City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Georgetown.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____ , 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §

§

COUNTY OF WILLIAMSON §

The foregoing instrument was acknowledged before me by _____and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this_____ , 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County.

ANNUAL INSTALLMENTS - LOT TYPE 1

Installments Due	Principal	Interest [a]	Additional Interest [b]	Collection Costs	Total Annual Installment [c] [d]
2026	$ 0.56	$ 1.66	$ -	$ 0.26	$ 2.47
2027	0.58	1.62	-	0.26	2.47
2028	0.62	1.59	-	0.27	2.47
2029	0.65	1.55	-	0.27	2.47
2030	0.68	1.51	-	0.28	2.47
2031	0.72	1.47	-	0.29	2.47
2032	0.76	1.43	-	0.29	2.47
2033	0.79	1.38	-	0.30	2.47
2034	0.83	1.33	-	0.30	2.47
2035	0.88	1.28	-	0.31	2.47
2036	0.93	1.23	-	0.32	2.47
2037	0.97	1.18	-	0.32	2.47
2038	1.02	1.12	-	0.33	2.47
2039	1.08	1.06	-	0.34	2.47
2040	1.14	0.99	-	0.34	2.47
2041	1.20	0.92	-	0.35	2.47
2042	1.26	0.85	-	0.36	2.47
2043	1.33	0.78	-	0.36	2.47
2044	1.40	0.70	-	0.37	2.47
2045	1.48	0.61	-	0.38	2.47
2046	1.56	0.52	-	0.38	2.47
2047	1.65	0.43	-	0.39	2.47
2048	1.74	0.33	-	0.40	2.47
2049	1.83	0.23	-	0.41	2.47
2050	1.94	0.12	-	0.42	2.47
Total	**$ 27.59**	**$ 25.89**	**$ -**	**$ 8.30**	**$ 61.78**

[a] Interest is calculated at a rate of 6.00% which is less than 2% above the 30-year Municipal Market Data Index, which was 4.54% as of June 20, 2025, as required by the PID Act. If PID Bonds are issued, the interest rate on the Assessment will adjust to the interest rate on the Bonds plus Additional Interest.

[b] If PID Bonds are issued, Additional Interest will be charged and collected.

[c] The Bond Par shall be reduced to ensure the fixed PID Tax Rate Equivalent of $0.55 isn't exceeded should the interest rates on the bonds plus Additional Interest at bond sale be higher than the Reimbursement Obligation rate.

[d] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

PRESERVE AT WATER OAK PUBLIC IMPROVEMENT DISTRICT - LOT TYPE 2 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____

_____

_____

_____

_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO GEORGETOWN, TEXAS CONCERNING THE FOLLOWING PROPERTY

_____

PROPERTY ADDRESS

LOT TYPE 2 PRINCIPAL ASSESSMENT: $34.95 per Square Foot "inclusive of common area allocation"

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Georgetown, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***The Preserve at Water Oak Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Georgetown. The exact amount of each annual installment will be approved each year by the Georgetown City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Georgetown.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____ , 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §

§

COUNTY OF WILLIAMSON §

The foregoing instrument was acknowledged before me by _____and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this_____ , 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County.

ANNUAL INSTALLMENTS - LOT TYPE 2

Installments Due	Principal	Interest [a]	Additional Interest [b]	Collection Costs	Total Annual Installment [c] [d]
2026	$ 0.71	$ 2.10	$ -	$ 0.33	$ 3.13
2027	0.74	2.05	-	0.33	3.13
2028	0.78	2.01	-	0.34	3.13
2029	0.82	1.96	-	0.35	3.13
2030	0.86	1.91	-	0.36	3.13
2031	0.91	1.86	-	0.36	3.13
2032	0.96	1.81	-	0.37	3.13
2033	1.01	1.75	-	0.38	3.13
2034	1.05	1.69	-	0.38	3.13
2035	1.11	1.63	-	0.39	3.13
2036	1.17	1.56	-	0.40	3.13
2037	1.23	1.49	-	0.41	3.13
2038	1.29	1.42	-	0.42	3.13
2039	1.37	1.34	-	0.42	3.13
2040	1.44	1.26	-	0.43	3.13
2041	1.52	1.17	-	0.44	3.13
2042	1.60	1.08	-	0.45	3.13
2043	1.69	0.98	-	0.46	3.13
2044	1.78	0.88	-	0.47	3.13
2045	1.87	0.78	-	0.48	3.13
2046	1.98	0.66	-	0.49	3.13
2047	2.09	0.54	-	0.50	3.13
2048	2.20	0.42	-	0.51	3.13
2049	2.32	0.29	-	0.52	3.13
2050	2.45	0.15	-	0.53	3.13
Total	**$ 34.95**	**$ 32.79**	**$ -**	**$ 10.51**	**$ 78.25**

[a] Interest is calculated at a rate of 6.00% which is less than 2% above the 30-year Municipal Market Data Index, which was 4.54% as of June 20, 2025, as required by the PID Act. If PID Bonds are issued, the interest rate on the Assessment will adjust to the interest rate on the Bonds plus Additional Interest.

[b] If PID Bonds are issued, Additional Interest will be charged and collected.

[c] The Bond Par shall be reduced to ensure the fixed PID Tax Rate Equivalent of $0.55 isn't exceeded should the interest rates on the bonds plus Additional Interest at bond sale be higher than the Reimbursement Obligation rate.

[d] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

PRESERVE AT WATER OAK PUBLIC IMPROVEMENT DISTRICT - LOT TYPE 3 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____

_____

_____

_____

_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO GEORGETOWN, TEXAS CONCERNING THE FOLLOWING PROPERTY

_____

PROPERTY ADDRESS

LOT TYPE 3 PRINCIPAL ASSESSMENT: $19.32 per Square Foot "inclusive of common area allocation"

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Georgetown, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***The Preserve at Water Oak Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Georgetown. The exact amount of each annual installment will be approved each year by the Georgetown City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Georgetown.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____ , 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §

§

COUNTY OF WILLIAMSON §

The foregoing instrument was acknowledged before me by _____and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this_____ , 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County.

ANNUAL INSTALLMENTS - LOT TYPE 3

Installments Due	Principal	Interest [a]	Additional Interest [b]	Collection Costs	Total Annual Installment [c] [d]
2026	$ 0.39	$ 1.16	$ -	$ 0.18	$ 1.73
2027	0.41	1.14	-	0.18	1.73
2028	0.43	1.11	-	0.19	1.73
2029	0.45	1.09	-	0.19	1.73
2030	0.48	1.06	-	0.20	1.73
2031	0.50	1.03	-	0.20	1.73
2032	0.53	1.00	-	0.20	1.73
2033	0.56	0.97	-	0.21	1.73
2034	0.58	0.93	-	0.21	1.73
2035	0.61	0.90	-	0.22	1.73
2036	0.65	0.86	-	0.22	1.73
2037	0.68	0.82	-	0.23	1.73
2038	0.72	0.78	-	0.23	1.73
2039	0.76	0.74	-	0.23	1.73
2040	0.80	0.69	-	0.24	1.73
2041	0.84	0.65	-	0.24	1.73
2042	0.88	0.60	-	0.25	1.73
2043	0.93	0.54	-	0.25	1.73
2044	0.98	0.49	-	0.26	1.73
2045	1.04	0.43	-	0.26	1.73
2046	1.09	0.37	-	0.27	1.73
2047	1.16	0.30	-	0.27	1.73
2048	1.22	0.23	-	0.28	1.73
2049	1.28	0.16	-	0.29	1.73
2050	1.36	0.08	-	0.29	1.73
Total	**$ 19.32**	**$ 18.12**	**$ -**	**$ 5.81**	**$ 43.25**

[a] Interest is calculated at a rate of 6.00% which is less than 2% above the 30-year Municipal Market Data Index, which was 4.54% as of June 20, 2025, as required by the PID Act. If PID Bonds are issued, the interest rate on the Assessment will adjust to the interest rate on the Bonds plus Additional Interest.

[b] If PID Bonds are issued, Additional Interest will be charged and collected.

[c] The Bond Par shall be reduced to ensure the fixed PID Tax Rate Equivalent of $0.55 isn't exceeded should the interest rates on the bonds plus Additional Interest at bond sale be higher than the Reimbursement Obligation rate.

[d] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

PRESERVE AT WATER OAK PUBLIC IMPROVEMENT DISTRICT - LOT TYPE 4 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____

_____

_____

_____

_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO GEORGETOWN, TEXAS CONCERNING THE FOLLOWING PROPERTY

_____

PROPERTY ADDRESS

LOT TYPE 4 PRINCIPAL ASSESSMENT: $19.93 per Square Foot "inclusive of common area allocation"

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Georgetown, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***The Preserve at Water Oak Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Georgetown. The exact amount of each annual installment will be approved each year by the Georgetown City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Georgetown.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____ , 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §

§

COUNTY OF WILLIAMSON §

The foregoing instrument was acknowledged before me by _____and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this_____ , 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County.

ANNUAL INSTALLMENTS - LOT TYPE 4

Installments Due	Principal	Interest [a]	Additional Interest [b]	Collection Costs	Total Annual Installment [c] [d]
2026	$ 0.40	$ 1.20	$ -	$ 0.19	$ 1.79
2027	0.42	1.17	-	0.19	1.78
2028	0.44	1.15	-	0.19	1.79
2029	0.47	1.12	-	0.20	1.79
2030	0.49	1.09	-	0.20	1.78
2031	0.52	1.06	-	0.21	1.79
2032	0.55	1.03	-	0.21	1.79
2033	0.57	1.00	-	0.21	1.79
2034	0.60	0.96	-	0.22	1.78
2035	0.63	0.93	-	0.22	1.78
2036	0.67	0.89	-	0.23	1.79
2037	0.70	0.85	-	0.23	1.78
2038	0.74	0.81	-	0.24	1.78
2039	0.78	0.76	-	0.24	1.78
2040	0.82	0.72	-	0.25	1.78
2041	0.87	0.67	-	0.25	1.79
2042	0.91	0.62	-	0.26	1.78
2043	0.96	0.56	-	0.26	1.79
2044	1.01	0.50	-	0.27	1.78
2045	1.07	0.44	-	0.27	1.78
2046	1.13	0.38	-	0.28	1.78
2047	1.19	0.31	-	0.28	1.79
2048	1.26	0.24	-	0.29	1.78
2049	1.32	0.16	-	0.29	1.78
2050	1.40	0.08	-	0.30	1.78
Total	**$ 19.93**	**$ 18.70**	**$ -**	**$ 5.99**	**$ 44.62**

[a] Interest is calculated at a rate of 6.00% which is less than 2% above the 30-year Municipal Market Data Index, which was 4.54% as of June 20, 2025, as required by the PID Act. If PID Bonds are issued, the interest rate on the Assessment will adjust to the interest rate on the Bonds plus Additional Interest.

[b] If PID Bonds are issued, Additional Interest will be charged and collected.

[c] The Bond Par shall be reduced to ensure the fixed PID Tax Rate Equivalent of $0.55 isn't exceeded should the interest rates on the bonds plus Additional Interest at bond sale be higher than the Reimbursement Obligation rate.

[d] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

PRESERVE AT WATER OAK PUBLIC IMPROVEMENT DISTRICT - REMAINDER PARCEL BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____

_____

_____

_____

_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO GEORGETOWN, TEXAS CONCERNING THE FOLLOWING PROPERTY

_____

PROPERTY ADDRESS

REMAINDER PARCEL PRINCIPAL ASSESSMENT: $2,915,118.73

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Georgetown, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***The Preserve at Water Oak Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Georgetown. The exact amount of each annual installment will be approved each year by the Georgetown City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Georgetown.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

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[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

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DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____ , 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County.

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STATE OF TEXAS §

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COUNTY OF WILLIAMSON §

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Given under my hand and seal of office on this_____ , 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County.

ANNUAL INSTALLMENTS - REMAINDER PARCEL

Annual Installments Due	Principal	Interest [a]	Additional Interest [b] [c]	Annual Collection Costs	Total Annual Installment [c] [d]
2026	$ 59,013.22	$ 174,907.12	$ -	$ 27,360.67	$ 261,281.01
2027	61,695.63	171,366.33	-	27,907.89	260,969.85
2028	65,048.66	167,664.59	-	28,466.04	261,179.29
2029	68,401.68	163,761.67	-	29,035.36	261,198.72
2030	71,754.71	159,657.57	-	29,616.07	261,028.35
2031	75,778.33	155,352.29	-	30,208.39	261,339.02
2032	79,801.96	150,805.59	-	30,812.56	261,420.11
2033	83,825.59	146,017.47	-	31,428.81	261,271.87
2034	87,849.22	140,987.94	-	32,057.39	260,894.54
2035	92,543.45	135,716.98	-	32,698.54	260,958.97
2036	97,908.29	130,164.38	-	33,352.51	261,425.17
2037	102,602.52	124,289.88	-	34,019.56	260,911.96
2038	107,967.36	118,133.73	-	34,699.95	260,801.04
2039	114,002.80	111,655.69	-	35,393.95	261,052.44
2040	120,038.25	104,815.52	-	36,101.83	260,955.59
2041	126,744.29	97,613.22	-	36,823.86	261,181.38
2042	133,450.34	90,008.57	-	37,560.34	261,019.25
2043	140,826.99	82,001.55	-	38,311.55	261,140.08
2044	148,203.64	73,551.93	-	39,077.78	260,833.35
2045	156,250.90	64,659.71	-	39,859.33	260,769.94
2046	164,968.76	55,284.65	-	40,656.52	260,909.94
2047	174,357.23	45,386.53	-	41,469.65	261,213.41
2048	183,745.69	34,925.09	-	42,299.04	260,969.83
2049	193,804.76	23,900.35	-	43,145.02	260,850.14
2050	204,534.44	12,272.07	-	44,007.93	260,814.43
Total	**$ 2,915,118.73**	**$ 2,734,900.41**	**$ -**	**$ 876,370.55**	**$ 6,526,389.68**

[a] Interest is calculated at a rate of 6.00% which is less than 2% above the 30-year Municipal Market Data Index, which was 4.54% as of June 20, 2025, as required by the PID Act. If PID Bonds are issued, the interest rate on the Assessment will adjust to the interest rate on the Bonds plus Additional Interest.

[b] If PID Bonds are issued, Additional Interest will be charged and collected.

[c] The Bond Par shall be reduced to ensure the fixed PID Tax Rate Equivalent of $0.55 isn't exceeded should the interest rates on the bonds plus Additional Interest at bond sale be higher than the Reimbursement Obligation rate.

[d] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

City of Georgetown, Texas
City Council
August 25, 2026

SUBJECT:
Second Reading - Reinvestment Zone No. 2026-002

SUGGESTED ACTION:
Second Reading of an Ordinance designating Reinvestment Zone No. 2026-002 -- Cameron Goodman, Economic Development Director

ITEM SUMMARY:
An Ordinance of the City Council of the City of Georgetown, Texas, designating Reinvestment Zone No. 2026-002; providing eligibility of the zone for commercial-industrial tax abatement; containing findings that the area qualifies to be designated as a reinvestment zone and the improvements sought are feasible and practicable and of benefit to the land and the City; providing a repealing clause; providing a severability clause; and providing an effective date

FINANCIAL IMPACT:

SUBMITTED BY:
Shelly Sommerfeld, Economic Development plus

ATTACHMENTS:
Georgetown 2026 Ord Designating Tax Abatement Reinvestment Zone 2026-002-Flex Zone 4924-0993-6575 v.1.pdf

ORDINANCE NO. __

An Ordinance of the City Council of the City of Georgetown, Texas, designating Reinvestment Zone No. 2026-002; providing eligibility of the zone for commercial-industrial tax abatement; containing findings that the area qualifies to be designated as a reinvestment zone and the improvements sought are feasible and practicable and of benefit to the land and the City; providing a repealing clause; providing a severability clause; and providing an effective date.

Whereas, the City Council of the City of Georgetown, Texas, has caused notice to be published in a newspaper having general circulation in the City and has delivered such notice to the presiding officer of the governing body of each taxing unit that includes in its boundaries real property described herein that is to be included in the proposed reinvestment zone described herein; and

Whereas, the City Council of the City of Georgetown, Texas, has conducted a public hearing on the designation of the area described herein as a reinvestment zone on August 11, 2026 at 6:00 p.m. in the Council Chambers at the City Hall at which interested parties were allowed to speak and present evidence for or against the designation;

Now, therefore, be it ordained by the City Council of the City of Georgetown, Texas, that:

Section 1**.** The City Council of the City of Georgetown, Texas, finds that the area described herein will, if designated as a reinvestment zone, be reasonably likely to contribute to the retention or expansion of primary employment, or to attract major investment in the zone that will be of benefit to the property and contribute to the economic development of the City. The City Council further finds that the improvements sought are feasible and practicable and would be of benefit to the land to be included in the zone and to the City after the expiration of a tax abatement agreement.

Section 2. Pursuant to the provisions of Section 312.201 of the Texas Tax Code, the property described in Exhibit "A" attached hereto and made a part hereof for all purposes is hereby designated as a reinvestment zone and for identification is assigned the name "Reinvestment Zone No. 2026-002" or the "Flex Zone".

Section 3. The property within Reinvestment Zone No. 2026-002 is eligible for commercial-industrial tax abatement effective on January 1, 2027.

Section 4. All provisions of the ordinances of the City of Georgetown, in conflict with the provisions of this Ordinance be, and the same are hereby, repealed, and all other provisions of the ordinances of the City of Georgetown not in conflict with the provisions of this Ordinance shall remain in full force and effect.

Section 5. Should any sentence, paragraph, subdivision, clause, phrase, or section of this Ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this Ordinance as a whole or a part or provision thereof other than the part thereof decided to be unconstitutional, illegal, or invalid.

Section 6. This Ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law and charter in such cases provide.

APPROVED on First Reading on the 11h day of August 2026.

APPROVED AND ADOPTED on Second Reading on the 25th day of August 2026.

THE CITY OF GEORGETOWN:

Josh Schroeder
Mayor

ATTEST:

Robyn Densmore
City Secretary

APPROVED AS TO FORM:

Skye Masson, City Attorney

Exhibit "A"
Reinvestment Zone Location

Lot 2, Block A, Replat of Lot 1, Block A, Blue Springs Business Park, LLC, a subdivision in Williamson County, Texas according to the map or plat thereof recorded under Document No. 2025055690 of the Deed/Map/Plat/Official Public Records of Williamson County, Texas.

City of Georgetown, Texas
City Council
August 25, 2026

SUBJECT:
First Reading - Contract Authority for Cooperative Agreements

SUGGESTED ACTION:
First reading of an Ordinance Amending Sec. 4.08.010 of the Code of Ordinances to allow the Council to delegate approval of cooperative agreement contracts to the City Manager -- Leigh Wallace, Chief Financial Officer

ITEM SUMMARY:
Under direction of the City Manager, the Procurement team has been working on various process improvements for efficiency. Staff recommends that annual routine equipment purchases be approved during the budget adoption process. This will eliminate the need for separate agenda items for Council to approve these items. The purpose of updating this authority to contract ordinance and policy is to delegate authority from the Council to the City Manager to approve purchases of such equipment through cooperative agreements. Cooperative agreements are competitively bid and meet State procurement requirements.

There is a corresponding agenda item on this date to adopt the FY2027 budget. That item includes attached lists of routine Fleet and Information Technology equipment planned in the FY2027 budget.

The update also includes a correction to the delegation authority of change orders from the last time the ordinance was updated in October of 2025.

FINANCIAL IMPACT:

SUBMITTED BY:
Aaron St Pierre, Finance/Purchasing

ATTACHMENTS:
Contract Authority and Purchasing Policy Updates 08.25.26.pdf
Ord_Chapter 4.08_CooperativePurchases Authority_v2.pdf
Exhibit A_CHAPTER_4.08.___AUTHORITY_OF_CITY_MANAGER_AND_CITY_STAFF_TO_CONTRACT red lines.pdf

Contract Signature Authority Policy Updates

City Council Regular Meeting

August 25, 2026

GEORGETOWN TEXAS

What Prompted the Changes?

- 2026 City Manager Work Plan Priority Item: process improvements in the procurement process
- Streamline the approval process for routine equipment purchases
  - Information Technology equipment
  - Fleet equipment replacement and new
  - Add: the City Manager may approve competitively bid cooperative agreement purchases with the budget
- Correct redline errors from October 2025 policy change
  - The City Manager may approve a change order that is $50,000 or less for a contract required by state law to be competitively bid (correction from $100,000)

Questions?

First Reading of an Ordinance

- AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS AMENDING SECTION 4.08.010, TITLED "AUTHORITY OF THE CITY MANAGER AND CITY STAFF TO CONTRACT," OF THE CODE OF ORDINANCES OF THE CITY OF GEORGETOWN; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS AMENDING SECTION 4.08.010, TITLED "AUTHORITY OF THE CITY MANAGER AND CITY STAFF TO CONTRACT," OF THE CODE OF ORDINANCES OF THE CITY OF GEORGETOWN; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Georgetown (the "City") routinely procures goods and services necessary to provide municipal services and carry out public purposes; and,

WHEREAS, state law authorizes local governments to use certain cooperative purchasing programs, including programs established under Texas Local Government Code Chapter 271, Subchapter D and Subchapter F, to promote efficiency, economy, and compliance with competitive procurement requirements; and

WHEREAS, the City Council of the City of Georgetown (the "City Council") desires to delegate authority to the City Manager or the City Manager's designee to make purchases and execute contracts through such cooperative purchasing programs when the purchase or contract is authorized by state law and sufficient funds have been appropriated and are available in the adopted budget; and,

WHEREAS, The City enters into many contracts, agreements, and similar documents that are routine in nature or are for certain categories or types of items that have already been approved through the budgeting process, and the City Manager and his or her designee should be authorized to negotiate and enter into these contracts and documents, in accordance with the guidelines established herein, in the interest of efficiency of administrative governmental operations in the City; and,

WHEREAS, the City Council further desires to clarify and update authority for approving change orders to City contracts after legislative changes to prior statutory language governing change-order dollar limits; and,

WHEREAS, the City Council finds that delegating contracting and change-order authority for budgeted items, when authorized by state law, will promote efficient municipal operations while preserving the City Council's authority over appropriations and policy direction.

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

Section 1. The meeting at which this ordinance was approved was in all things conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 2. The facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and correct and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim.

Section 3. Chapter 4.08, "Authority of the City Manager and City Staff to Contract," is amended to read as follows:

"Section 4.08.010. – Delegation of contracting authority

A. Except as specifically provided herein, all contracts, including claim and lawsuit settlement agreements, to which the City is a party shall be approved by the City Council prior to execution. This Section may not be construed to delegate authority to approve or execute, without City Council action, any contract, contract amendment, change order or other legal instrument that is required by State Law to be approved by the City Council.

B. The City Council hereby authorizes the City Manager or the City Manager's designee to approve and execute the following by administrative action without further City Council action:

1. A contract for expenditures in the City Council approved budget for which the contract amount does not exceed the amount which requires compliance with state competitive procurement laws, provided that all such contracts and expenditures are in compliance with the City's annual budget and the City's fiscal and budgetary policy.

2. A change order to a contract required by state law to be procured through either competitive bid or competitive sealed proposal that increases or decreases the contract price by $50,000.00 or less, provided that the original contract price may not be increased by more than 25 percent, and provided that a change order may only make necessary changes to plans or specifications after the performance of the contract has begun or increase or decrease the quantity of goods or services.

3. A contract for the purchase of goods or services through local purchasing programs and cooperative purchasing programs that the City has been approved to be a participant of, provided that the funding for the contract is appropriated in an approved budget.

4. A contract amendment to a contract not required by state law to be procured through competitive bid or competitive sealed proposal modifying the scope of services and increasing or decreasing the contract price by $100,000.00 or less, provided that the original contract price may not be increased or decreased by more than 25 percent of the original contract price.

5. A change order or contract amendment modifying a contract originally approved pursuant to Subsection 4.08.010.B.1., provided however that the total contract price as amended cannot exceed $100,000.00.

6. The exercise of a renewal option, if the expenditure required during the renewal term is $100,000.00 or less.

C. The City Manager may delegate authority granted under this Section to the extent allowed by this Code, the City Charter, or State law. The City Manager may make rules and procedures, which are not in conflict with this Code, the City Charter, or State law, concerning the form and substance of administrative actions necessary for the contracting and change order process.

D. All contracts or expenditures in excess of the amount that requires compliance with the state competitive procurement laws must be approved by the City Council, even if they are included in the City Council-approved budget, except as otherwise provided in Subsection 4.08.010.B.3.

E. If a method of procurement other than competitive sealed bidding or competitive sealed proposals is allowed by law, the City Manager or designee shall have the authority to determine whether to use an alternative method of procurement. If the City Manager or designee is considering using a method other than competitive sealed bidding, the City Manager or designee shall make such determination before notice is given. If the competitive sealed proposals requirement applies to the contract, the City Manager or designee shall consider the criteria described in State Law to determine the best value for the City.

F. The City Council hereby authorizes the City Attorney to approve an agreement for outside attorney legal services for $100,000.00 or less provided that sufficient funds have previously been appropriated by City Council. Any other agreement for outside attorney legal services must be approved by Council."

Section 4. If any provision of this ordinance or application thereof to any person or circumstance, shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are hereby declared to be severable. Any portion of this Chapter that is not being amended by this ordinance shall remain valid and in full force.

Section 5. The Mayor is hereby authorized to sign this ordinance and the City Secretary to attest. This Ordinance shall become effective and be in full force and effect in accordance with the provisions of the Charter of the City of Georgetown.

PASSED AND APPROVED ON FIRST READING ON THE 25TH DAY OF AUGUST 2026.

PASSED AND APPROVED ON SECOND READING ON THE _____ DAY OF SEPTEMBER 2026.

ATTEST:

_____
Robyn Densmore, City Secretary

CITY OF GEORGETOWN

_____
Josh Schroeder, Mayor

APPROVED AS TO FORM:

_____
Skye Masson, City Attorney

CHAPTER 4.08 AUTHORITY OF CITY MANAGER AND CITY STAFF TO CONTRACT

Sec. 4.08.010. Delegation of contracting authority.

A. Except as specifically provided herein, all contracts, including claim and lawsuit settlement agreements, to which the City is a party shall be approved by the City Council prior to execution. This Section may not be construed to delegate authority to approve or execute, without City Council action, any contract, contract amendment, change order or other legal instrument that is required by State Law to be approved by the City Council.

B. The City Council hereby authorizes the City Manager to approve and execute the following by administrative action without further City Council action:

1. A contract for expenditures in the City Council approved budget for which the contract amount does not exceed the amount which requires compliance with state competitive procurement laws, provided that all such contracts and expenditures are in compliance with the City's annual budget and the City's fiscal and budgetary policy.

2. A change order to a contract required by state law to be procured through either competitive bid or competitive sealed proposal that increases or decreases the contract price by $~~10~~50,000.00 or less, provided that the original contract price may not be increased by more than 25 percent, and provided that a change order may only make necessary changes to plans or specifications after the performance of the contract has begun or increase or decrease the quantity of good and services.

3. A contract for the purchase of goods or services through local purchasing programs and cooperative purchasing programs that the City has been approved to be a participant of, provided that the funding for the contract is appropriated in an approved budget.

4~~3~~. A contract amendment to a contract not required by state law to be procured through competitive bid or competitive sealed proposal modifying the scope of services and increasing or decreasing the contract price by $100,000 or less, provided that the original contract price may not be increased or decreased by more than 25 percent of the original contract price.

5~~4~~. A change order or contract amendment modifying a contract originally approved pursuant to Subsection 4.08.010.B.1., provided however that the total contract price as amended cannot exceed $100,000.00.

6~~5~~. The exercise of a renewal option, if the expenditure required during the renewal term is $100,000.00 or less.

C. The City Manager may delegate authority granted under this Section to the extent allowed by this Code, the City Charter, or State law. The City Manager may make rules and procedures, which are not in conflict with this Code, the City Charter, or State law, concerning the form and substance of administrative actions necessary for the contracting and change order process.

D. All contracts or expenditures in excess of the amount that requires compliance with the state competitive procurement laws must be approved by the City Council, even if they are included in the City Council-approved budget, except as otherwise provided in Subsection 4.08.010.B.3.~~.~~

E. If a method of procurement other than competitive sealed bidding or competitive sealed proposals is allowed by law, the City Manager or designee shall have the authority to determine whether to use an alternative method of procurement. If the City Manager or designee is considering using a method other than competitive sealed bidding, the City Manager or designee shall make such determination before notice is given. If the competitive sealed proposals requirement applies to the contract, the City Manager or designee shall consider the criteria described in State Law to determine the best value for the City.

F. The City Council hereby authorizes the City Attorney to approve an agreement for outside attorney legal services for $100,000.00 or less provided that sufficient funds have previously been appropriated by City Council. Any other agreement for outside attorney legal services must be approved by Council.

Secs. 4.08.011, 4.08.012. Reserved.

City of Georgetown, Texas
City Council
August 25, 2026

SUBJECT:
FY2027 Budget Public Hearing

SUGGESTED ACTION:
Conduct a public hearing on the proposed FY2027 Annual Budget -- Randi Cormack, Budget Manager

ITEM SUMMARY:
This hearing provides an opportunity for public comment on the FY2027 proposed budget that was presented to Council on August 11, 2026.

The FY2027 Proposed Budget and overview presentations are available for public review at City Hall located at 808 Martin Luther King Jr St. The information is also available on the City's website at: https://city-georgetown-tx-cleardoc.cleargov.com/27040/1111741/d

There is a corresponding action item on this Council agenda to adopt the budget on first reading.

This public hearing fulfills the requirements of the Texas Local Government Code, Section 102.006 providing public comment on the proposed budget.

FINANCIAL IMPACT:

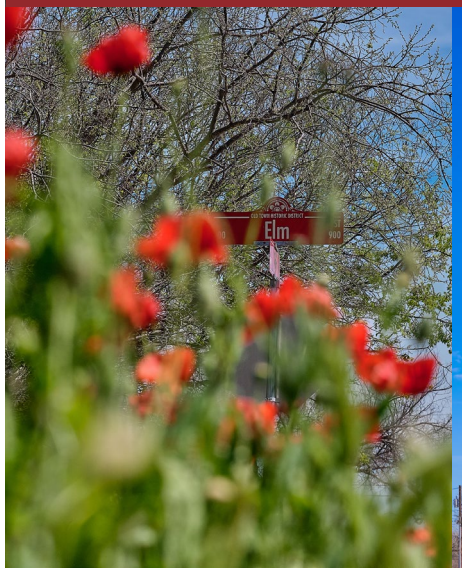
SUBMITTED BY:
Aaron St Pierre, Finance/Purchasing

ATTACHMENTS:
FY2027 Budget and Tax Rate.pdf





FY2027 Budget and Capital Improvement Plan: Proposed Budget









Agenda

- Budget and Tax Rate Review
- Conduct Budget Public Hearing
- Conduct Tax Rate Public Hearing

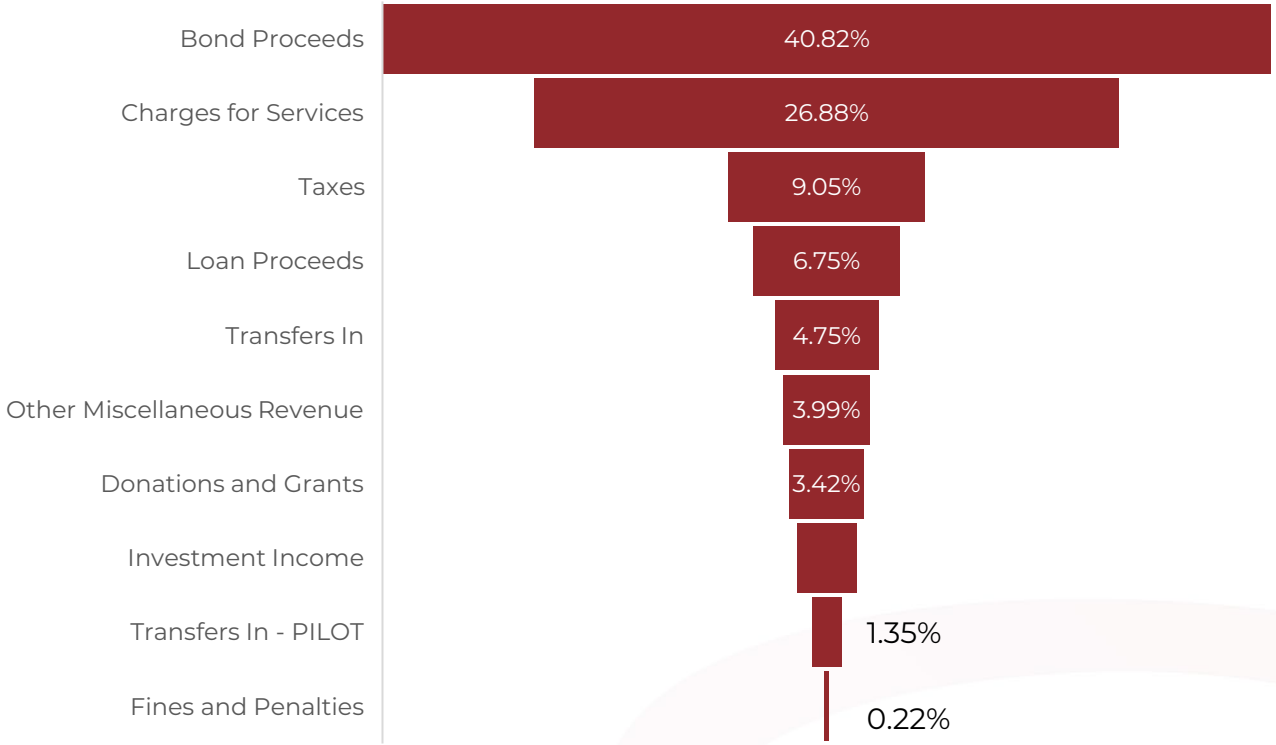
Budget Overview

DEVELOPMENT OF THE FY2027 BUDGET AND MAJOR THEMES

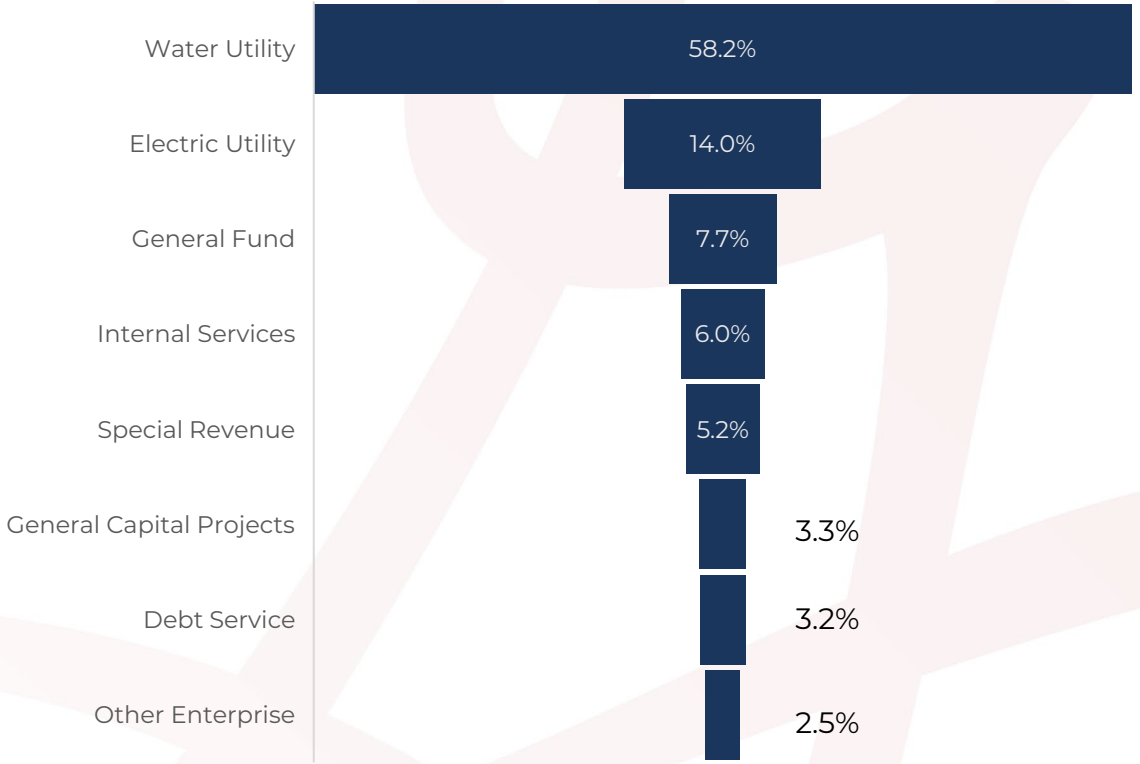
- Key Themes
  - Public Safety Resource Investment
  - Strategic Infrastructure Investment
  - Reliable Service Delivery
  - Investing in our People
  - Continued Strong Fiscal Stewardship
  - Address Financial trends in Current Economy

FY2027 CITY MANAGER PROPOSED BUDGET

ALL FUNDS: FY2027 REVENUE BY SOURCE ($1.64B)

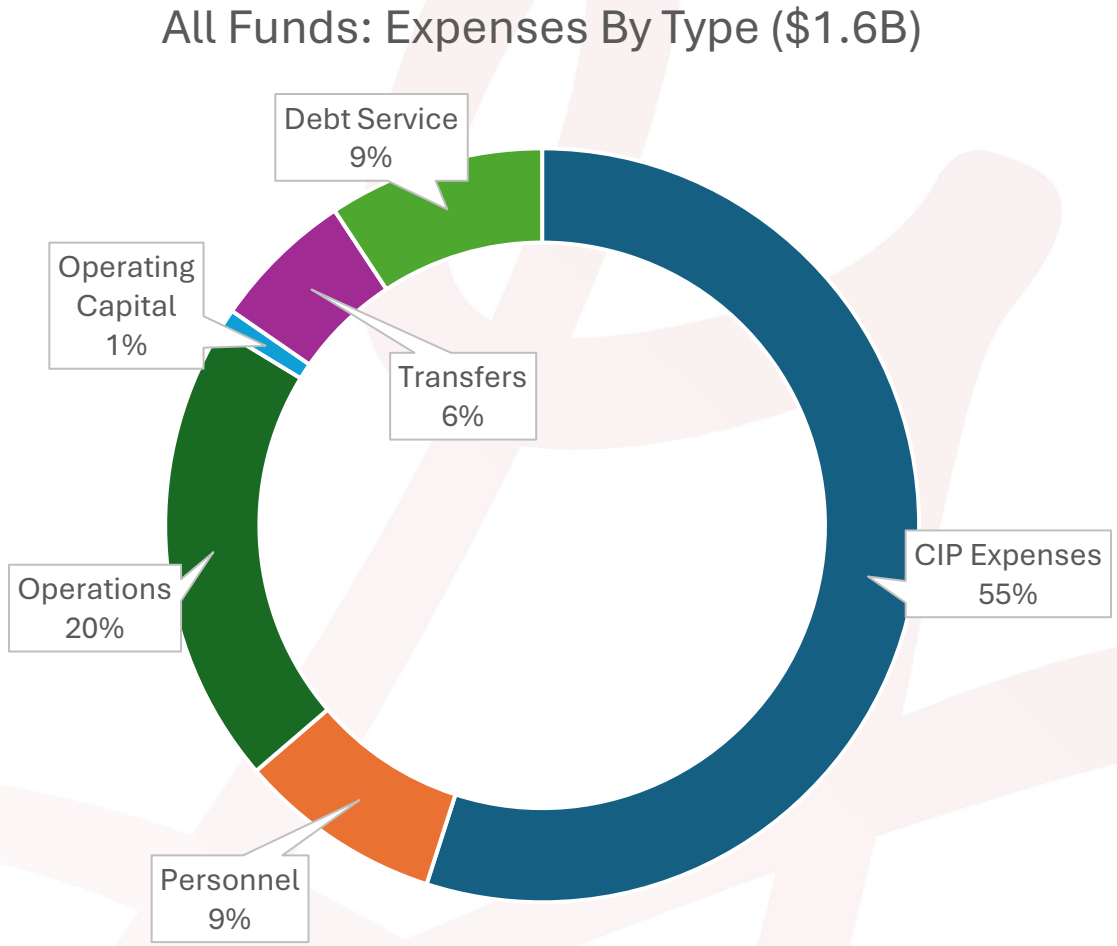


ALL FUNDS: FY2027 EXPENSE BY SOURCE ($1.65B)



FY2027 MAJOR EXPENSE CATEGORIES

- $1.6 billion total budget
  - $903 million in planned capital projects
    - General Capital Projects – $51.5M
    - Electric – $75.1M
    - Water –$720M
    - Other –$56.4M
  - $95.4 million in electric purchased power expense
  - $97.4 million in water/wastewater operations
  - $75.4 million appropriated for public safety



FY2027 STAFFING INCREASES

General Fund **14.0**
- Court 1
- Public Works 2
- Police 4
- Fire 7

Joint Services Fund **7.0**
- Accounting 4
- Purchasing 1
- Systems Engineering 1
- Real Estate Services 1

Electric **11.0**
- Operational Technology 1
- Electric Administration 1
- T&D Services 4
- Systems Operations 1
- Electrical Eng 4

Water **1.0**
- Operational Technology 1

Stormwater **4.0**
- Administration & Regulatory 1
- Operations 3

Tourism **0.5**
- Tourism 0.5

IT **2.0**
- IT 2

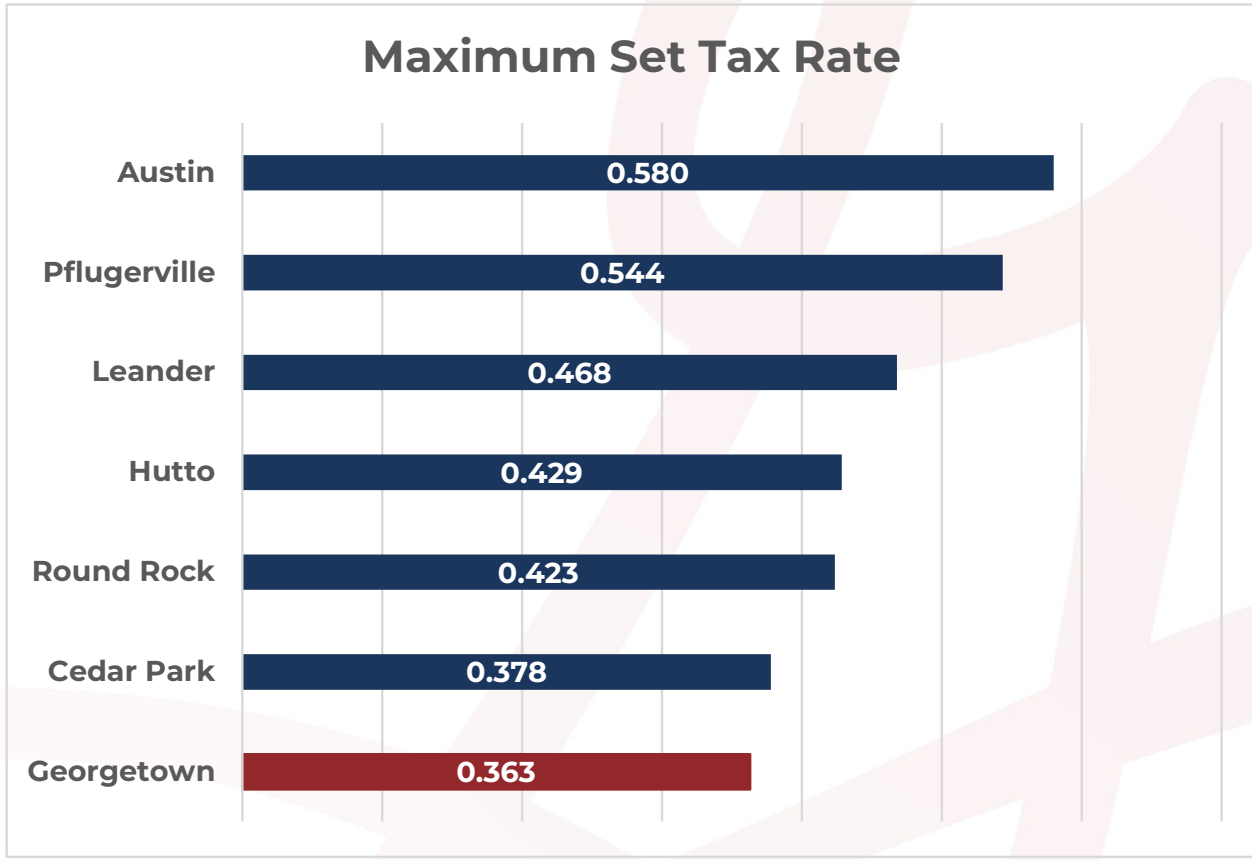
Total **39.5**

FY2027 PROPERTY TAX

- No New Revenue Rate - 36.2168 cents
- Voter Approval Rate - 36.3167 cents
- Proposed property tax rate - 36.3167 cents
  - Operations: 11.2630
  - Debt Service: 25.0537
- Average taxable home values decreased by 2.8% from $402 thousand to $391 thousand
- **No estimated annual increase to the average homesteaded tax bill**

FY2027 PROPERTY TAX

- Anticipate being one of the lowest in our region



Summary of Public Outreach

PUBLIC HEARINGS AND ADOPTION OF THE BUDGET AND TAX RATE

- Proposed budget
  - Digital Proposed Budget (8/7) posted on City website; Facebook
  - Press release on proposed budget
- Public Hearings on Budget and Tax Rate 8/25/26
- Adopted Budget (full book) published on website
- News release on adopted budget

PUBLIC OUTREACH- FEEDBACK

- Comments submitted via AskGTX
  - Collected up until the hearing date and distributed to Council at the hearing

- Tax Assessor/Collector's Online Comment Tool (required by state law)
  - Collected up until the hearing date and distributed to Council at the hearing

Next Steps

PUBLIC HEARINGS AND ADOPTION OF THE BUDGET AND TAX RATE

- Required public notices published (internet, tv, newspaper)
- Aug 25: Regular Meeting: public hearings on budget and tax rate, 1st reading of the budget, 1st reading of the tax rate, fee/rate ordinances
- Sep 8: Regular Meeting: 2nd reading of the budget, 2nd reading of the tax rate, fee/rate ordinances
- Oct 1: New fiscal year begins

City of Georgetown, Texas
City Council
August 25, 2026

SUBJECT:
Public Hearing on Proposed FY2027 Property Tax Rate

SUGGESTED ACTION:
Conduct a public hearing on the proposed 2026 Property Tax Rate used for the FY2027 Annual Budget -- Randi Cormack, Budget Manager

ITEM SUMMARY:
The Texas Tax Code requires the City Council to conduct a public hearing on the proposed tax rate prior to adoption if the proposed rate exceeds the lower of the No New Revenue or Voter Approval rates as calculated under the law.

The 2026 (FY2027) proposed tax rate of $0.363167 exceeds the No New Revenue Rate of $0.362168 and is the same as the Voter Approval Rate of $0.363167.

Per $100 Valuation	**FY2027**
No New Revenue Tax Rate	0.362168
Proposed Tax Rate	***0.363167***
Voter Approval Tax Rate	
Adjusted Sales Tax	0.363167

The 36.3167 cents per $100 of valuation proposed rate is required to fund FY2027 City operating costs, debt service on bonds for infrastructure, and various enhancements to City services to meet the demands of growth in the community.

An overview of the tax calculation and related General Fund revenue and expenditure information was reviewed with Council at the budget workshop held on June 23, 2026 and when the City Manager presented the Proposed Budget to Council on August 11, 2026.

The proposed FY2027 Annual Budget is available with the City Secretary and on the City's website at: https://city-georgetown-tx-cleardoc.cleargov.com/27040/1111741/d

There is a corresponding item on this Council agenda to vote to adopt the tax rate.

FINANCIAL IMPACT:

SUBMITTED BY:
Aaron St Pierre, Finance/Purchasing

ATTACHMENTS:
2026 CGT Notice of Public Hearing on Tax Increase.pdf

NOTICE OF PUBLIC HEARING ON TAX INCREASE

PROPOSED TAX RATE: $0.363167 per $100

NO-NEW-REVENUE TAX RATE: $0.362168 per $100

VOTER-APPROVAL TAX RATE: $0.363167 per $100

The no-new-revenue tax rate is the tax rate for the 2026 tax year that will raise the same amount of property tax revenue for City of Georgetown from the same properties in both the 2025 tax year and the 2026 tax year.

The voter-approval tax rate is the highest tax rate that City of Georgetown may adopt without holding an election to seek voter approval of the rate.

The proposed tax rate is greater than the no-new-revenue tax rate. This means that City of Georgetown is proposing to increase property taxes for the 2026 tax year.

A PUBLIC HEARING ON THE PROPOSED TAX RATE WILL BE HELD ON 08/25/2026 06:00 PM at City of Georgetown Council Chambers, 510 W 9th Street, Georgetown, TX.

The proposed tax rate is not greater than the voter-approval tax rate. As a result, City of Georgetown is not required to hold an election at which voters may accept or reject the proposed tax rate. However, you may express your support for or opposition to the proposed tax rate by contacting the members of the governing body of City of Georgetown at their offices or by attending the public hearing mentioned above.

YOUR TAXES OWED UNDER ANY OF THE TAX RATES MENTIONED ABOVE CAN BE CALCULATED AS FOLLOWS:

Property tax amount = (tax rate) x (taxable value of your property) / 100

(List names of all members of the governing body below, showing how each voted on the proposal to consider the tax increase or, if one or more were absent, indicating absences.)

FOR the proposal: Amanda Parr, Doug Noble, Ben Butler, Ron Garland, Kevin Pitts, Jake French, Ben Stewart

AGAINST the proposal: None

PRESENT and not voting: None

ABSENT: None

Visit Texas.gov/PropertyTaxes to find a link to your local property tax database on which you can easily access information regarding your property taxes, including information about proposed tax rates and scheduled public hearings of each entity that taxes your property.

The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.

The following table compares the taxes imposed on the average residence homestead by City of Georgetown last year to the taxes proposed to the be imposed on the average residence homestead by City of Georgetown this year.

	2025	2026	Change
Total tax rate (per $100 of value)	$0.353000	$0.363167	2.88% increase
Average homestead taxable value	$404,662	$390,088	3.6% decrease
Tax on average homestead	$1,428	$1,416	0.84% decrease $12 decrease
Total tax levy on all properties	$51,935,169	$53,967,701	3.91% increase $2,032,532 increase

For assistance with tax calculations, please contact the tax assessor for City of Georgetown at (512) 943-1601 or propertytax@wilcotx.gov , or visit https://www.wilcotx.gov/taxoffice for more information.

City of Georgetown, Texas
City Council
August 25, 2026

SUBJECT:
First Reading - Annual Operating Budget FY2027

SUGGESTED ACTION:
First Reading of an Ordinance adopting the City of Georgetown Annual Budget for the fiscal year beginning October 1, 2026, and ending September 30, 2027 -- Randi Cormack, Budget Manager

ITEM SUMMARY:
This Ordinance adopts the Annual Budget for fiscal year 2027, including operating and capital expenditures. The proposed budget was presented to City Council on August 11, 2026 following Council workshop on June 23rd. Public Hearings on the 2026 Tax Rate and the 2027 Annual Budget were held on August 25, 2026. The FY27 Proposed Budget can be found here: https://city-georgetown-tx-cleardoc.cleargov.com/27040/1111741/d

State law requires that the budget be adopted as a record vote, separate from the adoption of the City's tax rate.

FINANCIAL IMPACT:
This ordinance contains the "All-Funds Schedules" that details the 2027 Annual Budget total appropriation of $1,646,676,880.00

SUBMITTED BY:
Aaron St Pierre, Finance/Purchasing

ATTACHMENTS:
1 2026 Taxpayer Impact Statement.pdf
2 Budget Ordinance.pdf
3 All Funds Summary Exhibit A.pdf
4 2027 Fleet and IT Exhibit B.pdf
5 Position Control Exhibit C.pdf
6 FY2027 Fiscal and Budgetary Policy - Clean.pdf
7 FY2027 Fiscal and Budgetary Policy - Redline.pdf

CITY OF GEORGETOWN
TAXPAYER IMPACT STATEMENT

House Bill 1522, passed by the Texas Legislature in 2025, amends section 551.043 of the Texas Government Code to require that the notice of a meeting required to be posted under section 551.043(a) of the Texas Open Meetings Act, at which a governmental body will discuss or adopt a budget for the governmental body, must include a taxpayer impact statement showing, for the median-valued homestead property, a comparison of the property tax bill in dollars pertaining to the property for the current fiscal year to an estimate of the property tax bill in dollars for the same property in the upcoming fiscal year.

The City of Georgetown's proposed FY2027 budget is set to be adopted on August 25 and September 8, 2026.

Under the budget and tax rate for FY2027, the average homeowner (based on the City's 2026 median homestead taxable value of $361,764 provided by the Williamson Central Appraisal District) would pay:

- $20 less than in the current year
- $4 more than under the no-new- revenue rate

	Tax Year 2025	Tax Year 2026 Proposed Rate	Tax Year 2026 No-New-Revenue Rate*
Median Value Homestead Property	377,872	361,764	361,764
City of Georgetown Tax Rate	0.353000	0.363167	0.362168
Estimated Property Tax Bill	$1,334	$1,314	$1,310

** The No-New-revenue Tax Rate, as calculated under Chapter 26 of the Texas Tax Code, may not be capable of funding a balanced budget for the City.*

The estimates in this Impact Statement are valid only for the budget and tax rate that the City Council is considering at its meeting on **August 25, 2026, and September 8, 2026**. If the City Council intends to discuss the budget at a subsequent meeting, the City will include a Taxpayer Impact Statement in the notice for that meeting which will include updated estimates based on any amendments to the budget and tax rate if applicable.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, ADOPTING THE ANNUAL BUDGET FOR THE ENSUING FISCAL YEAR BEGINNING OCTOBER 1, 2026, AND ENDING SEPTEMBER 30, 2027, IN ACCORDANCE WITH CHAPTER 102 OF THE LOCAL GOVERNMENT CODE; APPROPRIATING THE VARIOUS AMOUNTS THEREOF; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council has reviewed all priorities, goals, and strategies to be included in the Annual Budget for the upcoming fiscal year; and

WHEREAS, the City Council has received the Proposed Budget and a copy of such Proposed Budget, and all supporting schedules have been filed with the City Secretary of the City of Georgetown; and

WHEREAS, in accordance with Section 102.006 of the Texas Local Government Code, a public hearing was held on August 25, 2026, concerning such Proposed Budget, providing an opportunity for all interested taxpayers and citizens to be heard for or against any item or amount therein; and

WHEREAS, the City Council of the City of Georgetown has determined that the Proposed Budget should be approved and adopted as the City's Annual Budget for the ensuing fiscal year;

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

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

SECTION 2. The Annual Budget of the revenues of the City of Georgetown and expenses of conducting the affairs thereof, providing a financial plan for the ensuing fiscal year beginning October 1, 2026, and ending September 30, 2027, as submitted to the City Council by the City Manager of said City, and the same is in all things adopted and approved as Exhibit A – All-Funds Summary, incorporated by reference herein.

SECTION 3. The amounts indicated for the following funds are hereby appropriated for payments of expenditures and payments of the individual funds:

Fund	FY2027 Budget
General Fund	126,013,658
Special Revenue Funds	85,942,189
Capital Projects	54,902,680
General Debt Service	53,252,907
Electric Services	230,161,302
Water Services	957,827,708
Other Enterprise Funds	40,469,764
Internal Service Funds	98,106,672
Total Expense	**1,646,676,880**

SECTION 4. Adoption of this ordinance authorizes the City Manager to transfer monies set aside for salary adjustments in the various operating funds to departments as needed for these purposes.

SECTION 5. The City Council hereby approves the appropriation of public funds for the purchase of new and replacement fleet, equipment, and technology related hardware and software as described in Exhibit B, and authorizes the City Manager to execute contracts and documents for those purchases subject to the provisions of Chapter 4.08 of the Code of Ordinances.

SECTION 6. All ordinances and resolutions, or parts of ordinances and resolutions, in conflict with this Ordinance are hereby repealed, and are no longer of any force and effect.

SECTION 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 in accordance with the City Charter of the City of Georgetown, Texas.

PASSED AND APPROVED on First Reading on the 25th day of August, 2026.

PASSED AND APPROVED on Second Reading on the 8th day of September, 2026.

ATTEST:

Robyn Densmore
City Secretary

THE CITY OF GEORGETOWN:

By: Josh Schroeder
Mayor

APPROVED AS TO FORM:

Skye Masson
City Attorney

Exhibit A

City of Georgetown - ALL FUNDS	GOVERNMENTAL FUNDS					PROPRIETARY FUNDS			
	Proposed Budget	General Fund	Special Revenue Funds	Capital Project	General Debt Service	Electric Services	Water Services	Other Enterprise Funds	Internal Service Funds
Beginning Fund Balance	**494,987,595**	**32,282,265**	**113,783,584**	**19,825,818**	**6,112,253**	**112,213,875**	**159,521,099**	**9,356,880**	**41,891,821**
SOURCES AND REVENUE									
Taxes	**146,962,896**	70,012,866	32,169,379	-	44,443,232	12,000	-	325,420	-
Fines and Penalties	**3,622,450**	566,625	54,850	-	-	975,975	1,800,000	165,000	60,000
Investment Income	**45,400,128**	1,396,893	5,267,800	6,987,249	850,000	3,692,418	24,845,833	325,890	2,034,045
Charges for Services	**441,846,135**	22,302,757	4,641,047	1,000,000	-	149,453,426	164,494,885	36,021,971	63,932,049
Other Miscellaneous Revenue	**65,556,958**	526,079	1,942,894	600,000	-	22,247	61,063,250	152,488	1,250,000
Donations and Grants	**56,164,889**	9,243,154	1,822,650	-	-	27,336,431	446,847	1,200,000	16,115,807
Transfers In	**78,124,255**	814,810	90,000	7,000,000	7,161,745	-	55,000,000	-	8,057,700
Transfers In - PILOT	**22,251,479**	22,251,479	-	-	-	-	-	-	-
Loan Proceeds	**111,000,000**	-	-	-	-	-	111,000,000	-	-
Bond Proceeds	**670,941,451**	-	15,453,000	43,902,680	-	59,979,916	548,885,155	2,720,700	-
Bond Premium	**-**	-	-	-	-	-	-	-	-
SOURCES AND REVENUE TOTAL	**1,641,870,642**	**127,114,663**	**61,441,620**	**59,489,929**	**52,454,977**	**241,472,413**	**967,535,970**	**40,911,469**	**91,449,601**
USES AND EXPENSES									
Development and Inspections	**9,563,378**	8,483,281	1,080,097	-	-	-	-	-	-
Community Services & Communications	**3,417,139**	3,307,139	110,000	-	-	-	-	-	-
Employee and Organizational Development	**23,729,333**	-	-	-	-	-	-	-	23,729,333
Engineering	**753,270,574**	-	44,498,779	1,025,000	-	-	703,345,013	-	4,401,782
Public Works	**93,804,312**	9,589,893	7,144,866	32,945,000	-	-	-	36,849,032	7,275,521
Customer Care	**10,823,701**	-	-	-	-	-	-	-	10,823,701
Finance and Administration	**22,321,067**	2,107,400	87,199	-	-	-	-	-	20,126,468
Information Technology	**24,553,981**	-	-	-	-	-	-	-	24,553,981
Economic Development, Tourism, & Library	**19,116,696**	5,657,286	12,658,098	-	-	-	-	-	801,312
Parks and Recreation	**26,579,102**	14,230,938	2,622,164	9,726,000	-	-	-	-	-
Water	**217,426,309**	-	-	-	-	-	217,426,309	-	-
Administrative Services	**153,805,478**	8,025,386	15,752,884	10,956,680	53,252,907	34,800,295	22,170,441	3,620,732	5,226,154
Electric	**212,811,650**	-	1,396,277	-	-	195,361,008	14,885,945	-	1,168,420
Fire	**42,778,969**	42,217,144	561,825	-	-	-	-	-	-
Police	**32,675,192**	32,395,192	30,000	250,000	-	-	-	-	-
USES AND EXPENSES	**1,646,676,880**	**126,013,658**	**85,942,189**	**54,902,680**	**53,252,907**	**230,161,302**	**957,827,708**	**40,469,764**	**98,106,672**
ENDING FUND BALANCE	**490,181,356**	**33,383,270**	**89,283,015**	**24,413,067**	**5,314,323**	**123,524,985**	**169,229,361**	**9,798,585**	**35,234,750**
CONTINGENCY AND RESERVES									
SWIFT Reserve	**2,800,000**	-	-	-	-	-	2,800,000	-	-
Replacement Vehicle Reserve	**6,749,589**	-	-	-	-	4,859,154	-	1,890,435	-
Benefit Payout	**340,000**	340,000	-	-	-	-	-	-	-
Capital Reserve	**18,590,659**	-	5,538,301	-	-	-	-	-	13,052,358
Debt Service Reserve	**12,648,290**	-	7,123,600	-	3,526,770	-	-	1,997,920	-
Revenue Stability Reserve	**7,771,560**	7,771,560	-	-	-	-	-	-	-
IBNR	**1,730,539**	-	-	-	-	-	-	-	1,730,539
Impact Fee Reserve	**81,541,854**	-	-	-	-	-	81,541,854	-	-
MDF Reserve	**1,162,182**	1,162,182	-	-	-	-	-	-	-
Non-Operating Contingency	**42,891,399**	-	-	-	-	12,060,411	30,830,988	-	-
Operating Contingency	**75,074,463**	23,953,438	5,306,385	-	-	9,958,199	21,318,325	2,459,916	12,078,200
Rate Stabilization Reserve	**35,954,052**	-	-	-	-	32,492,974	-	-	3,461,078
Interest Reserve	**8,175,715**	-	-	8,175,715	-	-	-	-	-
TIF Reserve	**1,700,000**	-	-	1,700,000	-	-	-	-	-
TIA Reserve	**1,000,000**	-	-	1,000,000	-	-	-	-	-
CONTINGENCY AND RESERVES TOTAL	**298,130,302**	**33,227,180**	**17,968,286**	**10,875,715**	**3,526,770**	**59,370,738**	**136,491,167**	**6,348,271**	**30,322,175**
AVAILABLE FUND BALANCE									
AVAILABLE FUND BALANCE TOTAL	**192,051,054**	**156,090**	**71,314,729**	**13,537,352**	**1,787,553**	**64,154,247**	**32,738,194**	**3,450,314**	**4,912,575**

City of Georgetown - ALL FUNDS	GOVERNMENTAL FUNDS					PROPRIETARY FUNDS			
	Proposed Budget	General Fund	Special Revenue Funds	Capital Project	General Debt Service	Electric Services	Water Services	Other Enterprise Funds	Internal Service Funds
Beginning Fund Balance	**494,987,595**	**32,282,265**	**113,783,584**	**19,825,818**	**6,112,253**	**112,213,875**	**159,521,099**	**9,356,880**	**41,891,821**
SOURCES AND REVENUE									
Taxes	**146,962,896**	70,012,866	32,169,379	-	44,443,232	12,000	-	325,420	-
Fines and Penalties	**3,622,450**	566,625	54,850	-	-	975,975	1,800,000	165,000	60,000
Investment Income	**45,400,128**	1,396,893	5,267,800	6,987,249	850,000	3,692,418	24,845,833	325,890	2,034,045
Charges for Services	**441,846,135**	22,302,757	4,641,047	1,000,000	-	149,453,426	164,494,885	36,021,971	63,932,049
Other Miscellaneous Revenue	**65,556,958**	526,079	1,942,894	600,000	-	22,247	61,063,250	152,488	1,250,000
Donations and Grants	**56,164,889**	9,243,154	1,822,650	-	-	27,336,431	446,847	1,200,000	16,115,807
Transfers In	**78,124,255**	814,810	90,000	7,000,000	7,161,745	-	55,000,000	-	8,057,700
Transfers In - PILOT	**22,251,479**	22,251,479	-	-	-	-	-	-	-
Loan Proceeds	**111,000,000**	-	-	-	-	-	111,000,000	-	-
Bond Proceeds	**670,941,451**	-	15,453,000	43,902,680	-	59,979,916	548,885,155	2,720,700	-
Bond Premium	**-**	-	-	-	-	-	-	-	-
SOURCES AND REVENUE TOTAL	**1,641,870,642**	**127,114,663**	**61,441,620**	**59,489,929**	**52,454,977**	**241,472,413**	**967,535,970**	**40,911,469**	**91,449,601**
POC									
Personnel	**144,032,630**	82,801,230	782,433	-	-	7,404,724	23,055,271	2,976,545	27,012,428
Operations	**329,326,368**	42,566,946	18,054,979	-	-	115,790,627	70,385,614	27,886,101	54,642,100
Operating Capital	**15,182,997**	431,082	300,350	-	-	-	5,918,493	360,000	8,173,072
CIP Expense	**904,987,367**	-	54,100,000	43,696,000	-	75,050,612	719,873,755	4,495,000	7,772,000
Transfers	**100,375,734**	214,400	11,004,898	7,772,000	-	9,906,695	68,307,247	2,663,422	507,072
Debt Service	**152,771,784**	-	1,699,529	3,434,680	53,252,907	22,008,644	70,287,328	2,088,697	-
POC TOTAL	**1,646,676,880**	**126,013,658**	**85,942,189**	**54,902,680**	**53,252,907**	**230,161,302**	**957,827,708**	**40,469,764**	**98,106,672**
ENDING FUND BALANCE	**490,181,356**	**33,383,270**	**89,283,015**	**24,413,067**	**5,314,323**	**123,524,985**	**169,229,361**	**9,798,585**	**35,234,750**
CONTINGENCY AND RESERVES									
SWIFT Reserve	**2,800,000**	-	-	-	-	-	2,800,000	-	-
Replacement Vehicle Reserve	**6,749,589**	-	-	-	-	4,859,154	-	1,890,435	-
Benefit Payout	**340,000**	340,000	-	-	-	-	-	-	-
Capital Reserve	**18,590,659**	-	5,538,301	-	-	-	-	-	13,052,358
Debt Service Reserve	**12,648,290**	-	7,123,600	-	3,526,770	-	-	1,997,920	-
Revenue Stability Reserve	**7,771,560**	7,771,560	-	-	-	-	-	-	-
IBNR	**1,730,539**	-	-	-	-	-	-	-	1,730,539
Impact Fee Reserve	**81,541,854**	-	-	-	-	-	81,541,854	-	-
MDF Reserve	**1,162,182**	1,162,182	-	-	-	-	-	-	-
Non-Operating Contingency	**42,891,399**	-	-	-	-	12,060,411	30,830,988	-	-
Operating Contingency	**75,074,463**	23,953,438	5,306,385	-	-	9,958,199	21,318,325	2,459,916	12,078,200
Rate Stabilization Reserve	**35,954,052**	-	-	-	-	32,492,974	-	-	3,461,078
Interest Reserve	**8,175,715**	-	-	8,175,715	-	-	-	-	-
TIF Reserve	**1,700,000**	-	-	1,700,000	-	-	-	-	-
TIA Reserve	**1,000,000**	-	-	1,000,000	-	-	-	-	-
CONTINGENCY AND RESERVES TOTAL	**298,130,302**	**33,227,180**	**17,968,286**	**10,875,715**	**3,526,770**	**59,370,738**	**136,491,167**	**6,348,271**	**30,322,175**
AVAILABLE FUND BALANCE									
AVAILABLE FUND BALANCE TOTAL	**192,051,054**	**156,090**	**71,314,729**	**13,537,352**	**1,787,553**	**64,154,247**	**32,738,194**	**3,450,314**	**4,912,575**

2027 FISCAL YEAR FLEET AND EQUIPMENT REPLACMENT FUNDS

FY27 FLEET REPLACEMENT LIST

Department	Fund	Cost Center	Year	Description	Cost
Systems Engineering	520 - Fleer Services	CC0320 - Fleet	2015	Ford F-150	65,000
Systems Engineering	520 - Fleer Services	CC0320 - Fleet	2016	Ford F-150	65,000
Utility Locates	520 - Fleer Services	CC0320 - Fleet	2021	Toyota RAV4	40,000
Utility Locates	520 - Fleer Services	CC0320 - Fleet	2021	Toyota RAV4	40,000
Utility Billing	520 - Fleer Services	CC0320 - Fleet	2019	Ford F-150	65,000
Utility Billing	520 - Fleer Services	CC0320 - Fleet	2020	Ford Transit Connect	65,000
Streets	520 - Fleer Services	CC0320 - Fleet	2012	Ford F-350	115,000
Streets	520 - Fleer Services	CC0320 - Fleet	2009	Ford DumpTtruck	145,000
Streets	520 - Fleer Services	CC0320 - Fleet	2013	Sakai Roller	150,000
Streets	520 - Fleer Services	CC0320 - Fleet	2013	Ford F-350	110,000
Animal Services	520 - Fleer Services	CC0320 - Fleet	2019	Ford F-250	95,000
Fleet	520 - Fleer Services	CC0320 - Fleet	2010	Tire Machine	30,000
Parks	520 - Fleer Services	CC0320 - Fleet	2018	Ford F-150	65,000
Parks	520 - Fleer Services	CC0320 - Fleet	2016	Ford F-350 Dump Truck	110,000
Electric T&D	612 - Electric Projects	CC0001 - Non Departmental	2013	Dump Trailer	20,000
Electric T&D	612 - Electric Projects	CC0001 - Non Departmental	2014	Pressure Digger	520,000
Electric T&D	612 - Electric Projects	CC0001 - Non Departmental	2016	Ford F-150	61,000
Electric T&D	612 - Electric Projects	CC0001 - Non Departmental	2016	Hydro Excavator	125,000
Electric T&D	612 - Electric Projects	CC0001 - Non Departmental	2011	Utility Trailer	25,000
Electric Engineering	612 - Electric Projects	CC0001 - Non Departmental	2014	Ford F-150	61,000
Electric Engineering	612 - Electric Projects	CC0001 - Non Departmental	2016	Ford F-150	61,000
Electric Engineering	612 - Electric Projects	CC0001 - Non Departmental	2016	Ford F-150	61,000
Electric Engineering	612 - Electric Projects	CC0001 - Non Departmental	2016	Ford F-150	61,000
Water Regulatory	662 - Water Projects	CC0539 - Regulatory Compliance	2015	Ford Escape	40,000
Water Plants	662 - Water Projects	CC0529 - Water Plant Management	2016	Ford F-150	65,000
Water Distribution	662 - Water Projects	CC0528 - Water Distribution	2019	Ford F-350 W/Crane	200,000
W/Water Operations	662 - Water Projects	CC0530 - Wastewater Operations	2019	Ford F-150	80,000
W/Water Operations	662 - Water Projects	CC0530 - Wastewater Operations	2020	Ford F-450	125,000
W/Water Operations	662 - Water Projects	CC0530 - Wastewater Operations	2016	Ford F-150 Upgrade	190,000
W/Water Operations	662 - Water Projects	CC0530 - Wastewater Operations	2020	Ford F-250	80,000
Police	520 - Fleer Services	CC0320 - Fleet	2020	Patrol Vehicle	125,000
Police	520 - Fleer Services	CC0320 - Fleet	2020	Patrol Vehicle	125,000
Police	520 - Fleer Services	CC0320 - Fleet	2020	Patrol Vehicle	125,000
Police	520 - Fleer Services	CC0320 - Fleet	2020	Patrol Vehicle	125,000
Police	520 - Fleer Services	CC0320 - Fleet	2020	Patrol Vehicle	125,000
Police	520 - Fleer Services	CC0320 - Fleet	2020	Patrol Vehicle	125,000
Police	520 - Fleer Services	CC0320 - Fleet	2021	Patrol Vehicle	125,000
Police	520 - Fleer Services	CC0320 - Fleet	2021	Patrol Vehicle	125,000
Police	520 - Fleer Services	CC0320 - Fleet	2021	Patrol Vehicle	125,000
Police	520 - Fleer Services	CC0320 - Fleet	2021	Patrol Vehicle	125,000
Police	520 - Fleer Services	CC0320 - Fleet	2021	Patrol Vehicle	125,000
Police	520 - Fleer Services	CC0320 - Fleet	2021	Patrol Vehicle	125,000
Police	520 - Fleer Services	CC0320 - Fleet	2017	Unmarked Vehicle	93,500
Police	520 - Fleer Services	CC0320 - Fleet	2017	Unmarked Vehicle	93,500
Fire	520 - Fleer Services	CC0320 - Fleet	2016	Brush Truck	570,000
Fire	520 - Fleer Services	CC0320 - Fleet	2016	Tender	650,000
Fire	520 - Fleer Services	CC0320 - Fleet	2019	Engine/Pumper	1,600,000
Fire	520 - Fleer Services	CC0320 - Fleet	2022	DODGE/FRAZER TRV MEDI	500,000

2027 FISCAL YEAR FLEET AND EQUIPMENT NEW ADDITIONS

FY27 FLEET NEW ADDITIONS

Department	Fund	Cost Center	Year	Description	Cost
Fire Station 9	120 - General Capital Projects	CC0422 - Fire Operations	2030	Engine/Pumper *	1,600,000
Fire	120 - General Capital Projects	CC0422 - Fire Operations	2027	Quint Apparatus Refurbishing	820,000
Police	120 - General Capital Projects	CC0742 - Police Operations	2027	Patrol Vehicle	125,000
Police	120 - General Capital Projects	CC0742 - Police Operations	2027	Patrol Vehicle	125,000
Police	120 - General Capital Projects	CC0742 - Police Operations	2027	Unmarked Vehicle	95,000
Public Works	520 - Fleet Services	CC0320 - Fleet	2027	Ford F-150	67,000
Systems Engineering	520 - Fleet Services	CC0320 - Fleet	2027	Ford F-150	67,000
Water Operational Tech.	662 - Water Projects	CC0001 - Non Departmental	2027	Ford F-150	66,000
Electric T&D	612 - Electric Projects	CC0001 - Non Departmental	2027	Altec DX-60 Boom Truck	521,500
Electric T&D	612 - Electric Projects	CC0001 - Non Departmental	2027	Altec Backyard Machine	326,556
Electric T&D	612 - Electric Projects	CC0001 - Non Departmental	2027	Ford F-150	71,000
Electric Engineering	612 - Electric Projects	CC0001 - Non Departmental	2027	Ford F-350	120,000
Stormwater	642 - Stormwater Projects	CC0845 - Stormwater Operations	2027	Vac Truck	580,000
Stormwater	642 - Stormwater Projects	CC0845 - Stormwater Operations	2027	Ford F-250 Utility	90,000
Water Operational Tech.	662 - Water Projects	CC0001 - Non Departmental	2027	Ford F-150	67,000
Water Admin.	662 - Water Projects	CC0001 - Non Departmental	2027	Ford F-550 W/Crane	232,300
Water Admin.	662 - Water Projects	CC0001 - Non Departmental	2027	Ford F-550 W/Crane	232,300

*technically new but on the replacement schedule

2027 FISCAL YEAR TECHNOLOGY HARDWARE AND SOFTWARE

Anticipated technology purchases and known cost estimates

Audio-Visual Equipment

Item	Details	Estimated Cost
AV Room Refresh	Planned refresh or emergency replacement needs	$25,000
PSOTC Training Rooms	Training room AV equipment	$175,000
Audio-Visual Total		**$200,000**

Computer Hardware

Item	Details	Estimated Cost
CAD Computer Replacement	Separate computer hardware line item	$40,000
Computer Replacement Cycle	Annual scheduled replacements	$477,000
FY27 Data Center Hardware Lease	FY27 lease cost	$825,000
New Employee Equipment	Equipment for new positions	$100,000
Various CIP Projects	Estimated amount	$100,000
Computer Hardware Total		**$1,542,000**

Network and Infrastructure

Item	Details	Estimated Cost
Airport UPS Replacement	1 UPS	$25,000
Camera Server Replacement	3 servers	$150,000
DR Data Center Batteries	8 batteries	$15,000
Firewall Replacement	High-availability pair	$450,000
Network Switch and Access Point Replacement	20 switches and 50 access points	$250,000
PDU Replacements	15 units	$20,000
Primary Data Center Batteries	4 batteries	$12,000
Network and Infrastructure Total		**$922,000**

Software, Services, and Maintenance

Item	Details	Estimated Cost
Adobe	Annual licensing	$65,000
Akamai Guardicore	Network segmentation	$163,000
Bluebeam	Annual licensing	$25,000
Cisco	Network maintenance and licensing: SmartNet, Webex Contact Center, Meraki, and VoIP	$244,000
CTI AV Service-Level Agreement	Annual support agreement	$30,000
Gartner		$100,000
JIRA		$60,000
Microsoft	Licensing, software, and data center/Azure services	$1,850,000
Palo Alto	Maintenance and Cortex	$250,000
Palo Alto	Firewall maintenance	$200,000
PureSAN	Network storage	$120,000
Radiflow	OT security platform	$200,000
Stewart Organization	Printers and copiers	$145,000
Swagit / Granicus	Annual service	$135,000
TwoConnect	Integration services	$180,000
VMware	Virtualization software	$400,000
VNC	Annual licensing	$8,000
Software, Services, and Maintenance Total		**$4,175,000**

Summary

Category	Estimated Cost
Audio-Visual Equipment	$200,000
Computer Hardware	$1,542,000
Network and Infrastructure	$922,000
Software, Services, and Maintenance	$4,175,000
Known Estimated Total	**$6,839,000**

Exhibit C

Position Control	FY2025 Budget	FY2026 Budget	FY2027 Base Budget	FY2027 Changes	FY2027 Adopted Budget
100 General Fund					
CC0104 Development Administration					
Chief Development Officer	1.00	1.00	1.00		1.00
Development Support Manager	1.00	1.00	1.00		1.00
Management Analyst	-	1.00	1.00		1.00
CC0104 Development Administration Total	**2.00**	**3.00**	**3.00**		**3.00**
CC0105 Development Engineering					
Assistant Director of Utility Services	1.00	1.00	1.00		1.00
Engineering Technician	3.00	3.00	3.00		3.00
Utilities Engineer - Professional Engineer	2.00	3.00	3.00		3.00
Water Utility Engineer	1.00	1.00	1.00		1.00
CC0105 Development Engineering Total	**7.00**	**8.00**	**8.00**		**8.00**
CC0107 Planning					
Assistant Planning Director	1.00	2.00	2.00		2.00
Associate Planner	2.00	2.00	2.00		2.00
Development Account Specialist	1.00	1.00	1.00		1.00
Landscape Planner	1.00	1.00	1.00		1.00
Long Range & Neighborhood Planning Manager	1.00	1.00	1.00		1.00
Management Analyst	1.00	-	-		-
Planner	3.00	3.00	3.00		3.00
Planning Director	1.00	1.00	1.00		1.00
Planning Inspector Liaison	1.00	1.00	1.00		1.00
Planning Specialist	3.00	3.00	3.00		3.00
Preservation & Redevelopment Program Manager	1.00	1.00	1.00		1.00
Principal Planner	1.00	-	-		-
Senior Planner	4.00	3.00	3.00		3.00
CC0107 Planning Total	**21.00**	**19.00**	**19.00**		**19.00**
CC0202 Parks Administration					
Administrative Assistant	1.00	1.00	1.00		1.00
Administrative Supervisor	1.00	1.00	1.00		1.00
Assistant Parks & Recreation Director	1.00	1.00	1.00		1.00
Business Analyst	1.00	1.00	1.00		1.00
Contract Coordinator	1.00	1.00	1.00		1.00
Marketing and Community Engagement Program Manager	1.00	1.00	1.00		1.00
Office Specialist	1.00	1.00	1.00		1.00
Parks & Recreation Director	1.00	1.00	1.00		1.00
Parks & Recreation Manager	2.00	2.00	2.00		2.00
Special Events & Marketing Coordinator	1.00	1.00	1.00		1.00
CC0202 Parks Administration Total	**11.00**	**11.00**	**11.00**		**11.00**
CC0210 Library					
Assistant Library Services Director	1.00	1.00	1.00		1.00
Circulation Supervisor	1.00	1.00	1.00		1.00
Librarian	4.00	4.00	4.00		4.00
Library Assistant	10.00	10.00	10.00		10.00
Library Security Specialist	1.00	1.00	1.00		1.00
Library Security Supervisor	-	1.00	1.00		1.00
Library Services Director	1.00	1.00	1.00		1.00
Library Support Coordinator	1.00	1.00	1.00		1.00
Marketing Coordinator	1.00	1.00	1.00		1.00
Senior Librarian	4.00	4.00	4.00		4.00
Senior Library Assistant	4.00	4.00	4.00		4.00
CC0210 Library Total	**28.00**	**29.00**	**29.00**		**29.00**
CC0211 Parks					
Parks Maintenance Foreman	2.00	2.00	2.00		2.00
Parks Maintenance Worker	10.00	10.00	10.00		10.00
Parks Superintendent	1.00	1.00	1.00		1.00
Project Manager	1.00	1.00	1.00		1.00
Senior Parks Maintenance Worker	6.00	6.00	6.00		6.00
Urban Forester	1.00	1.00	1.00		1.00
CC0211 Parks Total	**21.00**	**21.00**	**21.00**		**21.00**
CC0212 Recreation					
Aquatics Maintenance Worker	1.00	1.00	1.00		1.00
Aquatics Specialist	2.00	2.00	2.00		2.00
Aquatics Supervisor	1.00	1.00	1.00		1.00
Recreation Assistant	4.00	4.00	4.00		4.00
Recreation Program Coordinator	1.00	1.00	1.00		1.00
Recreation Specialist	4.00	4.00	4.00		4.00
Recreation Superintendent	1.00	1.00	1.00		1.00
Recreation Supervisor	3.00	3.00	3.00		3.00
Senior Recreation Assistant	2.00	2.00	2.00		2.00
Senior Recreation Specialist	1.00	1.00	1.00		1.00
Youth Adventure Program Coordinator	1.00	1.00	1.00		1.00
CC0212 Recreation Total	**21.00**	**21.00**	**21.00**		**21.00**
CC0213 Tennis Center					
Tennis Center Assistant	1.50	1.50	1.50		1.50
Tennis Center Specialist	1.00	1.00	1.00		1.00
Tennis Professional	1.00	1.00	1.00		1.00
CC0213 Tennis Center Total	**3.50**	**3.50**	**3.50**		**3.50**

CC0215 Garey Park					
Event Coordinator	1.00	1.00	1.00		1.00
Parks Maintenance Foreman	1.00	1.00	1.00		1.00
Parks Maintenance Worker	1.00	2.00	2.00		2.00
Recreation Assistant	2.50	2.50	2.50		2.50
Recreation Program Coordinator	1.00	1.00	1.00		1.00
Recreation Specialist	1.00	1.00	1.00		1.00
Senior Parks Maintenance Worker	1.00	1.00	1.00		1.00
CC0215 Garey Park Total	**8.50**	**9.50**	**9.50**		**9.50**
CC0218 Downtown, Arts, & Events					
Arts & Culture Coordinator	1.00	1.00	1.00		1.00
Arts Center Staff	1.00	0.50	0.50		0.50
Downtown and Tourism Director	1.00	1.00	1.00		1.00
Senior Special Events & Marketing Coordinator	1.00	1.00	1.00		1.00
Special Events & Marketing Coordinator	1.00	1.00	1.00		1.00
CC0218 Downtown, Arts, & Events Total	**5.00**	**4.50**	**4.50**		**4.50**
CC0311 311 - Call Center					
Business Systems Analyst	1.00	1.00	1.00		1.00
Customer Contact Center Manager	1.00	1.00	1.00		1.00
Customer Contact Center Supervisor	1.00	1.00	1.00		1.00
Customer Service Representative	7.00	7.00	7.00		7.00
CC0311 311 - Call Center Total	**10.00**	**10.00**	**10.00**		**10.00**
CC0316 Municipal Court					
Deputy Court Clerk	1.00	2.00	2.00		2.00
Municipal Court Administrator	1.00	1.00	1.00		1.00
Municipal Court Judge	0.50	0.50	0.50		0.50
Municipal Court Supervisor	-	-	-	1.00	1.00
Senior Deputy Court Clerk	2.00	2.00	2.00		2.00
CC0316 Municipal Court Total	**4.50**	**5.50**	**5.50**	**1.00**	**6.50**
CC0402 Fire Support Services/Administration					
Administrative Assistant	1.00	1.00	1.00		1.00
Assistant Fire Chief	3.00	3.00	3.00		3.00
Battalion Chief	1.00	1.00	1.00		1.00
Business Analyst	1.00	1.00	1.00		1.00
Deputy Fire Marshal	4.00	4.00	4.00		4.00
Executive Assistant (Sup)	1.00	1.00	1.00		1.00
Fire and Life Safety Specialist	6.00	6.00	6.00		6.00
Fire Captain	3.00	3.00	3.00		3.00
Fire Chief	1.00	1.00	1.00		1.00
Fire Marshal	1.00	1.00	1.00		1.00
Fire Protection Engineer	1.00	1.00	1.00		1.00
Logistics Coordinator	2.00	2.00	2.00		2.00
Paramedic II	2.00	1.00	1.00		1.00
Permit Technician	-	-	-	1.00	1.00
EMS Captain	-	1.00	1.00		1.00
CC0402 Fire Support Services/Administration Total	**27.00**	**27.00**	**27.00**	**1.00**	**28.00**
CC0422 Fire Emergency Services					
Battalion Chief	6.00	6.00	6.00		6.00
Fire Captain	24.00	24.00	24.00		24.00
Fire Driver	24.00	24.00	24.00		24.00
Firefighter	60.00	70.00	70.00	6.00	76.00
Paramedic II	4.00	4.00	4.00		4.00
EMS Captain	-	3.00	3.00		3.00
CC0422 Fire Emergency Services Total	**118.00**	**131.00**	**131.00**	**6.00**	**137.00**
CC0448 EMS					
Firefighter	7.00	7.00	7.00		7.00
Paramedic	15.00	15.00	15.00		15.00
Paramedic II	2.00	2.00	2.00		2.00
CC0448 EMS Total	**24.00**	**24.00**	**24.00**		**24.00**
CC0536 Inspection Services					
Assistant Chief Building Official	1.00	1.00	1.00		1.00
Building Inspector	7.00	7.00	7.00		7.00
Building Plans Examiner	5.00	5.00	5.00		5.00
Chief Building Inspector	1.00	1.00	1.00		1.00
Chief Building Official	1.00	1.00	1.00		1.00
Chief Plans Examiner	1.00	1.00	1.00		1.00
Combination Building Inspector	2.00	2.00	2.00		2.00
Permit Technician	4.00	4.00	4.00		4.00
CC0536 Inspection Services Total	**22.00**	**22.00**	**22.00**		**22.00**
CC0602 Administrative Services					
Assistant City Manager	3.00	3.00	3.00		3.00
Assistant to the City Manager	1.00	-	-		-
City Manager	1.00	1.00	1.00		1.00
Executive Assistant	1.00	1.00	1.00		1.00
Executive Assistant	2.00	2.00	2.00		2.00
Intergovernmental Relations Manager	1.00	1.00	1.00		1.00
Mail Courier	1.00	1.00	1.00		1.00
Policy Analyst	-	1.00	1.00		1.00
Special Districts Coordinator	-	1.00	1.00		1.00

Special Districts Program Manager	1.00	1.00	1.00		1.00
Chief Strategy and Innovation Officer	-	1.00	1.00		1.00
CC0602 Administrative Services Total	**11.00**	**13.00**	**13.00**		**13.00**
CC0605 Emergency Management					
Assistant Emergency Management Coordinator	1.00	1.00	1.00		1.00
Emergency Management Coordinator	1.00	1.00	1.00		1.00
Wireless Communications Program Manager	-	1.00	1.00		1.00
CC0605 Emergency Management Total	**2.00**	**3.00**	**3.00**		**3.00**
CC0635 City Secretary Services					
Administrative Assistant	1.00	1.00	1.00		1.00
City Secretary	1.00	1.00	1.00		1.00
Deputy City Secretary	1.00	1.00	1.00		1.00
Open Records Coordinator	1.00	1.00	1.00		1.00
Open Records Multimedia Specialist	1.00	1.00	1.00		1.00
Open Records Program Manager	1.00	1.00	1.00		1.00
Records Management Analyst	1.00	1.00	1.00		1.00
Records Program Manager	1.00	1.00	1.00		1.00
Records Specialist	1.00	1.00	1.00		1.00
CC0635 City Secretary Services Total	**9.00**	**9.00**	**9.00**		**9.00**
CC0638 General Government Contracts					
Overhire - Fire	3.00	3.00	3.00		3.00
Overhire - Police	2.00	2.00	2.00		2.00
CC0638 General Government Contracts Total	**5.00**	**5.00**	**5.00**		**5.00**
CC0655 Communications/Public Engagement					
Communications and Public Engagement Director	1.00	1.00	1.00		1.00
Marketing and Social Media Program Manager	1.00	1.00	1.00		1.00
Marketing Program Coordinator	1.00	1.00	1.00		1.00
Multimedia Specialist	1.00	1.00	1.00		1.00
Public Communications Manager	1.00	1.00	1.00		1.00
Public Engagement Coordinator	1.00	1.00	1.00		1.00
Social Media and Marketing Coordinator	1.00	1.00	1.00		1.00
Website Content Specialist	1.00	1.00	1.00		1.00
CC0655 Communications/Public Engagement Total	**8.00**	**8.00**	**8.00**		**8.00**
CC0702 Police Administration					
Administrative Assistant	1.00	1.00	1.00		1.00
Assistant Police Chief	1.00	1.00	1.00		1.00
Executive Assistant	1.00	1.00	1.00		1.00
Police Chief	1.00	1.00	1.00		1.00
Public Safety Information Specialist	1.00	1.00	1.00		1.00
CC0702 Police Administration Total	**5.00**	**5.00**	**5.00**		**5.00**
CC0742 Police Operations					
Animal Control Officer	-	-	3.00		3.00
Animal Control Supervisor	-	-	1.00		1.00
Crime Scene Specialist	2.00	2.00	2.00		2.00
Criminal Intelligence Analyst	1.00	1.00	1.00		1.00
Criminal Investigations Detective	2.00	2.00	2.00		2.00
Emergency Communications Manager	1.00	1.00	1.00		1.00
Emergency Communications Operator	7.00	7.00	7.00		7.00
Emergency Communications Operator Trainee	2.00	2.00	2.00		2.00
Emergency Communications Supervisor	4.00	4.00	4.00		4.00
Parking Enforcement Officer	1.00	1.00	1.00		1.00
Police Captain	2.00	2.00	2.00		2.00
Police Lieutenant	9.00	9.00	9.00		9.00
Police Officer	72.00	85.00	85.00	3.00	88.00
Police Records Specialist	3.00	3.00	3.00		3.00
Police Records Supervisor	1.00	1.00	1.00		1.00
Police Sergeant	15.00	15.00	15.00		15.00
Property & Evidence Control Technician	1.00	1.00	1.00		1.00
Public Safety Volunteer Program Coordinator	0.50	0.50	0.50		0.50
Senior Emergency Communications Operator	11.00	11.00	11.00		11.00
Victim Services Coordinator	1.00	1.00	1.00		1.00
Logistics Technician	-	-	-	1.00	1.00
CC0742 Police Operations Total	**135.50**	**148.50**	**152.50**	**4.00**	**156.50**
CC0744 Animal Services					
Animal Care Supervisor	1.00	-	-		-
Animal Control Officer	3.00	3.00	-		-
Animal Control Supervisor	1.00	1.00	-		-
Animal Health Technician	2.00	-	-		-
Animal Services Manager	2.00	-	-		-
Animal Services Marketing Coordinator	2.00	-	-		-
Animal Shelter Technician	1.00	-	-		-
Office Assistant	0.50	-	-		-
Veterinarian	0.50	-	-		-
CC0744 Animal Services Total	**13.00**	**4.00**	**-**		**-**
CC0745 Code Compliance					
Chief Code Enforcement Officer	1.00	1.00	1.00		1.00
Code Compliance Supervisor	1.00	1.00	1.00		1.00
Code Enforcement Officer	4.00	4.00	4.00		4.00
CC0745 Code Compliance Total	**6.00**	**6.00**	**6.00**		**6.00**

CC0802 Public Works					
Administrative Assistant	-	-	-	1.00	1.00
Assistant Public Works Director	1.00	1.00	1.00		1.00
Contract Coordinator	1.00	1.00	1.00		1.00
Project Manager	-	-	-	1.00	1.00
Public Works Director	1.00	1.00	1.00		1.00
CC0802 Public Works Total	**3.00**	**3.00**	**3.00**	**2.00**	**5.00**
CC0846 Streets					
Heavy Equipment Operator	5.00	5.00	5.00		5.00
Light Equipment Operator	9.00	9.00	9.00		9.00
Public Works Operations Asset Program Manager	1.00	1.00	1.00		1.00
Public Works Operations Manager	1.00	1.00	1.00		1.00
Public Works Planner Scheduler	1.00	1.00	1.00		1.00
Sign & Signal Field Technician	6.00	6.00	6.00		6.00
Streets Foreman	3.00	3.00	3.00		3.00
CC0846 Streets Total	**26.00**	**26.00**	**26.00**		**26.00**
CC0847 Transporation Planning					
Public Works Engineer	1.00	1.00	1.00		1.00
Transportation Planning Coordinator	1.00	1.00	1.00		1.00
Transportation Planning Manager	1.00	1.00	1.00		1.00
CC0847 Transporation Planning Total	**3.00**	**3.00**	**3.00**		**3.00**
100 General Fund Total	**560.00**	**582.50**	**582.50**	**14.00**	**596.50**
201 Tourism					
CC0208 CVB					
Art Center Information Specialist	-	-	-	0.50	0.50
Arts & Culture Coordinator	-	1.00	1.00		1.00
Economic Development Program Manager	-	1.00	1.00		1.00
Tourism & CVB Manager	1.00	1.00	1.00		1.00
Tourism Coordinator	2.00	2.00	2.00		2.00
Tourism Coordinator (Sup)	1.00	1.00	1.00		1.00
Visitor Information Specialist	1.50	1.50	1.50		1.50
CC0208 CVB Total	**5.50**	**7.50**	**7.50**	**0.50**	**8.00**
201 Tourism Total	**5.50**	**7.50**	**7.50**	**0.50**	**8.00**
500 Facilities Maintenance Fund					
CC0319 Facilities					
Building Maintenance Technician	4.00	4.00	4.00		4.00
CIP Manager	1.00	1.00	1.00		1.00
Facilities Manager	1.00	1.00	1.00		1.00
Facilities Operations Supervisor	1.00	1.00	1.00		1.00
Facilities Project Manager	1.00	1.00	1.00		1.00
CC0319 Facilities Total	**8.00**	**8.00**	**8.00**		**8.00**
500 Facilities Maintenance Fund Total	**8.00**	**8.00**	**8.00**		**8.00**
520 Fleet Services Fund					
CC0320 Fleet					
Fleet Assistant	1.00	1.00	1.00		1.00
Fleet Services Manager	1.00	1.00	1.00		1.00
Fleet Superintendent	1.00	1.00	1.00		1.00
Lead Mechanic	1.00	1.00	1.00		1.00
Master Mechanic	3.00	4.00	4.00		4.00
Mechanic	3.00	3.00	3.00		3.00
CC0320 Fleet Total	**10.00**	**11.00**	**11.00**		**11.00**
520 Fleet Services Fund Total	**10.00**	**11.00**	**11.00**		**11.00**
540 Joint Service Fund					
CC0302 Finance Administration					
Administrative Assistant	1.00	1.00	1.00		1.00
Assistant Chief Finance Officer	2.00	2.00	2.00		2.00
Assistant Treasurer	1.00	1.00	1.00		1.00
Budget Manager	1.00	1.00	1.00		1.00
Chief Financial Officer	1.00	1.00	1.00		1.00
Senior Budget Analyst	2.00	2.00	2.00		2.00
Treasurer	1.00	1.00	1.00		1.00
CC0302 Finance Administration Total	**9.00**	**9.00**	**9.00**		**9.00**
CC0315 Accounting					
Accountant	1.00	1.00	1.00	2.00	3.00
Accounting Manager	3.00	1.00	1.00		1.00
Accounting Specialist	3.00	3.00	3.00		3.00
Controller	1.00	1.00	1.00		1.00
ERP Analyst	-	-	-	1.00	1.00
ERP Applications Administrator	1.00	1.00	1.00		1.00
Grant Manager	-	-	-	1.00	1.00
Payroll Specialist	2.00	1.00	1.00		1.00
Senior Accountant	3.00	3.00	3.00		3.00
Senior Accounting Specialist	1.00	1.00	1.00		1.00
Payroll Analyst	-	1.00	1.00		1.00
Accounting Supervisor	-	2.00	2.00		2.00

CC0315 Accounting Total	**15.00**	**15.00**	**15.00**	**4.00**	**19.00**
CC0317 Purchasing					
Buyer	2.00	3.00	3.00		3.00
Purchasing Assistant	1.00	1.00	1.00		1.00
Purchasing Manager	1.00	1.00	1.00		1.00
Senior Buyer	2.00	2.00	2.00	1.00	3.00
CC0317 Purchasing Total	**6.00**	**7.00**	**7.00**	**1.00**	**8.00**
CC0318 Warehouse					
Senior Warehouse Worker	2.00	2.00	2.00		2.00
Warehouse Supervisor	1.00	1.00	1.00		1.00
CC0318 Warehouse Total	**3.00**	**3.00**	**3.00**		**3.00**
CC0321 Utility Customer Service					
Customer Care Director	1.00	1.00	1.00		1.00
Customer Care Manager	1.00	1.00	1.00		1.00
Customer Service Representative	13.00	13.00	13.00		13.00
Customer Service Supervisor	1.00	1.00	1.00		1.00
Quality Assurance Coordinator	1.00	1.00	1.00		1.00
CC0321 Utility Customer Service Total	**17.00**	**17.00**	**17.00**		**17.00**
CC0322 Utility Customer Billing					
Billing Analyst	6.00	6.00	6.00		6.00
Billing Manager	1.00	1.00	1.00		1.00
Billing Supervisor	2.00	2.00	2.00		2.00
Customer Service Representative	2.00	2.00	2.00		2.00
Development Account Specialist	3.00	3.00	3.00		3.00
ERP Applications Administrator	1.00	2.00	2.00		2.00
Metering Scheduling Supervisor	1.00	1.00	1.00		1.00
Metering Technician	6.00	7.00	7.00		7.00
Senior Systems Analyst	1.00	1.00	1.00		1.00
CC0322 Utility Customer Billing Total	**23.00**	**25.00**	**25.00**		**25.00**
CC0526 Systems Engineering					
Administrative Assistant	1.00	1.00	1.00		1.00
Assistant CIP Manager	3.00	3.00	3.00		3.00
CIP Manager (Sup)	1.00	1.00	1.00		1.00
Contract Coordinator	2.00	2.00	2.00		2.00
Inspection Supervisor	2.00	2.00	2.00		2.00
Project Manager	5.00	5.00	5.00	1.00	6.00
Public Improvement Inspector	3.00	3.00	3.00		3.00
Senior Public Improvement Inspector	5.00	5.00	5.00		5.00
Systems Engineering Director	1.00	1.00	1.00		1.00
Utility Project Manager	1.00	1.00	1.00		1.00
CC0526 Systems Engineering Total	**24.00**	**24.00**	**24.00**	**1.00**	**25.00**
CC0637 Economic Development					
Administrative Assistant	1.00	1.00	1.00		1.00
Assistant Director of Economic Development	1.00	1.00	1.00		1.00
Economic Development Director	1.00	1.00	1.00		1.00
Economic Development Program Manager	1.00	1.00	1.00		1.00
Special Events & Marketing Coordinator	-	-	-		-
CC0637 Economic Development Total	**4.00**	**4.00**	**4.00**		**4.00**
CC0639 Human Resources					
Assistant Human Resources Director	1.00	1.00	1.00		1.00
Benefits & Wellness Program Administrator	1.00	1.00	1.00		1.00
Benefits Coordinator	1.00	1.00	1.00		1.00
HRIS Analyst	1.00	1.00	1.00		1.00
Human Resources Director	1.00	1.00	1.00		1.00
Human Resources Generalist	3.00	3.00	3.00		3.00
Human Resources Manager	1.00	1.00	1.00		1.00
Human Resources Specialist	2.00	2.00	2.00		2.00
Safety & Risk Coordinator	1.00	1.00	1.00		1.00
Senior Human Resources Generalist	1.00	1.00	1.00		1.00
CC0639 Human Resources Total	**13.00**	**13.00**	**13.00**		**13.00**
CC0654 Legal					
Assistant City Attorney	1.00	1.00	1.00		1.00
Assistant City Attorney II	-	1.00	1.00		1.00
City Attorney	1.00	1.00	1.00		1.00
Legal Assistant	1.00	1.00	1.00		1.00
Legal Program Manager	1.00	1.00	1.00		1.00
Senior Assistant City Attorney	1.00	1.00	1.00		1.00
Senior Assistant City Attorney - Real Estate Services	1.00	1.00	1.00		1.00
CC0654 Legal Total	**6.00**	**7.00**	**7.00**		**7.00**
CC0658 Real Estate Services					
Real Estate Services Coordinator	2.00	2.00	2.00	1.00	3.00
Real Estate Services Manager	2.00	2.00	2.00		2.00
CC0658 Real Estate Services Total	**4.00**	**4.00**	**4.00**	**1.00**	**5.00**
CC0556 Utility Locates					
GIS Analyst II	1.00	1.00	1.00		1.00
Line Locator Supervisor	1.00	1.00	1.00		1.00
Utility Systems Locator	6.00	6.00	6.00		6.00

CC0556 Utility Locates Total	**8.00**	**8.00**	**8.00**		**8.00**
Business Process Analyst	1.00	1.00	1.00		1.00
Learning and Development Coordinator	1.00	1.00	1.00		1.00
Management Analyst	1.00	1.00	1.00		1.00
Organizational Development Manager	1.00	1.00	1.00		1.00
CC0503 Organizational Development Total	**4.00**	**4.00**	**4.00**		**4.00**
540 Joint Service Fund Total	**136.00**	**140.00**	**140.00**	**7.00**	**147.00**
CC0647 IT End User Support					
IT Supervisor	1.00	1.00	1.00		1.00
IT Support Specialist	2.00	1.00	1.00		1.00
Senior IT Support Specialist	2.00	3.00	3.00	1.00	4.00
CC0647 IT End User Support Total	**5.00**	**5.00**	**5.00**	**1.00**	**6.00**
CC0648 IT Fiber					
Fiber Maintenance Coordinator	1.00	1.00	1.00		1.00
IT Supervisor	1.00	1.00	1.00		1.00
CC0648 IT Fiber Total	**2.00**	**2.00**	**2.00**		**2.00**
CC0649 IT Applications					
IT Manager	1.00	1.00	1.00		1.00
IT Supervisor	2.00	2.00	2.00		2.00
Lead Systems Analyst - GIS	3.00	3.00	3.00		3.00
Senior Systems Analyst	4.00	4.00	4.00		4.00
Senior Systems Analyst - GIS	1.00	1.00	1.00		1.00
Systems Analyst	1.00	1.00	1.00		1.00
Systems Analyst - GIS	2.00	2.00	2.00		2.00
CC0649 IT Applications Total	**14.00**	**14.00**	**14.00**		**14.00**
CC0650 IT Public Safety					
IT Manager	1.00	1.00	1.00		1.00
Public Safety Systems Analyst	3.00	3.00	3.00		3.00
CC0650 IT Public Safety Total	**4.00**	**4.00**	**4.00**		**4.00**
CC0651 IT Infrastructure					
IT Manager	1.00	1.00	1.00		1.00
Lead Systems Administrator	1.00	1.00	1.00		1.00
Network Administrator	1.00	1.00	1.00	1.00	2.00
Senior Systems Administrator	2.00	2.00	2.00		2.00
Systems Administrator	2.00	2.00	2.00		2.00
CC0651 IT Infrastructure Total	**7.00**	**7.00**	**7.00**	**1.00**	**8.00**
CC0652 IT Management					
Administrative Assistant	-	1.00	1.00		1.00
Assistant IT Director	1.00	1.00	1.00		1.00
Contract Coordinator	1.00	1.00	1.00		1.00
IT Data Architect	1.00	1.00	1.00		1.00
IT Director	1.00	1.00	1.00		1.00
IT Manager	1.00	1.00	1.00		1.00
Lead Cyber Security Analyst	1.00	1.00	1.00		1.00
Lead Systems Analyst	1.00	1.00	1.00		1.00
Senior Cyber Security Analyst	1.00	1.00	1.00		1.00
Senior Systems Analyst	1.00	1.00	1.00		1.00
Web Developer	1.00	1.00	1.00		1.00
CC0652 IT Management Total	**10.00**	**11.00**	**11.00**		**11.00**
570 Information Technology Fund Total	**42.00**	**43.00**	**43.00**	**2.00**	**45.00**
600 Airport Operations					
CC0636 Airport					
Administrative Assistant	-	1.00	1.00		1.00
Airport Attendant	2.00	2.00	2.00		2.00
Airport Business Operations Coordinator	1.00	1.00	1.00		1.00
Airport Maintenance Supervisor	1.00	1.00	1.00		1.00
Airport Maintenance Worker	2.00	2.00	2.00		2.00
Airport Manager	1.00	1.00	1.00		1.00
Airport Operations Manager	1.00	1.00	1.00		1.00
CC0636 Airport Total	**8.00**	**9.00**	**9.00**		**9.00**
600 Airport Operations Total	**8.00**	**9.00**	**9.00**		**9.00**
610 Electric Services					
CC0516 Operational Technology - Electric	**3.00**	**4.00**	**4.00**	**1.00**	**5.00**
CC0520 Customer Energy Solutions	**3.00**	**3.00**	**3.00**		**3.00**
CC0521 Operational Technology - Shared	**7.00**	**7.00**	**7.00**		**7.00**
CC0522 Electric Administration	**10.00**	**10.00**	**10.00**	**1.00**	**11.00**
CC0525 T&D Services	**31.00**	**36.00**	**36.00**	**4.00**	**40.00**
CC0537 Electric Resource Management	**-**	**-**	**-**		**-**
CC0555 Electric Systems Operations	**7.00**	**8.00**	**8.00**	**1.00**	**9.00**

CC0557 Electrical Engineering	**15.00**	**17.00**	**12.00**	**4.00**	**16.00**
CC0558 Engineering Technology	**-**	**1.00**	**6.00**		**6.00**
610 Electric Services Total	**76.00**	**86.00**	**86.00**	**11.00**	**97.00**
630 Solid Waste Fund					
CC0533 Environmental Services					
Environmental Services Coordinator	1.00	1.00	1.00		1.00
Environmental Services Program Manager	1.00	1.00	1.00		1.00
Solid Waste Coordinator	-	1.00	1.00		1.00
CC0533 Environmental Services Total	**2.00**	**3.00**	**3.00**		**3.00**
630 Solid Waste Fund Total	**2.00**	**3.00**	**3.00**		**3.00**
640 Stormwater Services					
CC0843 Stormwater Administration & Regulatory					
Stormwater Inspector	1.00	1.00	1.00	1.00	2.00
Stormwater Scheduler Planner	1.00	1.00	1.00		1.00
Stormwater Administrative and Regulatory Supervisor	1.00	1.00	1.00		1.00
CC0843 Stormwater Administration & Regulatory Total	**3.00**	**3.00**	**3.00**	**1.00**	**4.00**
CC0845 Stormwater Operations					
Drainage Foreman	1.00	1.00	1.00		1.00
GIS Analyst I	1.00	1.00	1.00		1.00
Heavy Equipment Operator	3.00	3.00	3.00		3.00
Light Equipment Operator	5.00	5.00	5.00	3.00	8.00
CC0845 Stormwater Operations Total	**10.00**	**10.00**	**10.00**	**3.00**	**13.00**
640 Stormwater Services Total	**13.00**	**13.00**	**13.00**	**4.00**	**17.00**
660 Water Services					
CC0514 Operational Technology - Water	**6.00**	**7.00**	**7.00**	**1.00**	**8.00**
CC0524 Metering Services	**17.00**	**17.00**	**17.00**		**17.00**
CC0527 Water Services Administration	**34.00**	**41.00**	**41.00**		**41.00**
CC0528 Water Distribution	**25.00**	**30.00**	**30.00**		**30.00**
CC0529 Water Plant Management	**24.00**	**24.00**	**24.00**		**24.00**
CC0530 Wastewater Operations	**19.00**	**19.00**	**19.00**		**19.00**
CC0531 Wastewater Plant Management	**18.00**	**20.00**	**20.00**		**20.00**
CC0535 Water Conservation	**10.00**	**13.00**	**13.00**		**13.00**
CC0539 Regulatory Compliance	**7.00**	**9.00**	**9.00**		**9.00**
CC0553 Water Operations	**-**	**-**	**-**		**-**
CC0554 Water Control Center	**8.00**	**14.00**	**14.00**		**14.00**
660 Water Services Total	**168.00**	**194.00**	**194.00**	**1.00**	**195.00**
Grand Total	**1,028.50**	**1,097.00**	**1,097.00**	**39.50**	**1,136.50**

Fiscal and Budgetary Policy

Adopted: September 8, 2026

I. PURPOSE

The City of Georgetown is committed to financial management through integrity, prudent stewardship, planning, accountability, transparency and communication. The broad purpose of the Fiscal and Budgetary Policies is to enable the City and its related component units, including the Georgetown Transportation Enhancement Corporation (GTEC) and the Georgetown Economic Development Corporation (GEDCO), to achieve and maintain a long-term stable and positive financial condition, and provide guidelines for the day-to-day planning and operations of the City's financial affairs.

Policy scope generally spans areas of accounting, operational and capital budgeting, revenue and expenditure management, financial reporting, internal controls, investment and asset management, debt management and forecasting. This is done in order to:

A. Demonstrate to the residents of Georgetown, the investment community, and the bond rating agencies that the City is committed to a strong fiscal operation;

B. Provide precedents for future policy-makers and financial managers on common financial goals and strategies;

C. Fairly present and fully disclose the financial position of the City in conformity to generally accepted accounting principles (GAAP); and

D. Demonstrate compliance with finance-related legal and contractual issues in accordance with the Texas Local Government Code and other legal mandates.

These policies will be reviewed and updated annually as part of the budget preparation process.

II. FUND STRUCTURE AND BASIS OF BUDGETING

The budgeted funds for the City of Georgetown include:

Governmental Funds:

General Fund which accounts for all financial resources except those required to be accounted for in another fund, and include basic governmental services, such as Street Maintenance, Planning and Development, Police, Fire, and Parks.

Special Revenue Funds (SRF) account for specific revenues that are legally restricted for specified purposes. Examples include Tourism, Parkland Dedication, Library Donations, and Street Maintenance Sales Tax.

Debt Service Fund is used to account for the payment of general long-term debt principal and interest.

Capital Project Funds are used to account for the acquisition or construction of major capital facilities other than those financed by enterprise activities.

Proprietary Funds:

Internal Service Funds account for goods or services provided by one internal department to another. The City uses this system to recognize cost for fleet replacement and maintenance, facility maintenance, computer replacement and maintenance and employee health insurance costs.

Enterprise Funds include the City's business like activities: electric, water and wastewater, drainage, solid waste and the airport.

Basis of Accounting and Basis of Budgeting

The City accounts and budgets for all **Governmental Funds** using the *modified accrual basis of accounting*. This basis means that revenue is recognized in the accounting period in which it becomes available and measurable, while expenditures are recognized in the accounting period in which the liabilities are incurred. Because the appropriated budget is used as the basis for control and comparison of budgeted and actual amounts, the basis for preparing the budget is the same as the basis of accounting. Exceptions to the modified accrual basis of accounting include:

- Grants, which are considered revenue when awarded, not received
- Principal and interest on long-term debt, which are recognized when paid.

Proprietary Funds are accounted and budgeted using the full-accrual basis of accounting. Under this method, revenues are recognized when they are earned and measurable, while expenses are recognized when they are incurred regardless of timing or related cash flows. The basis for preparing the budget is the same as the basis of accounting except for principal payments on long-term debt and capital outlay which are treated as budgeted expenses. Exceptions include:

- Depreciation which is not budgeted
- Non-budgeted accruals such as compensated absences.

III. OPERATING BUDGET

Budgeting is an essential element of the financial planning, control and evaluation process of municipal government. The operating budget is the City's annual financial operating plan. The annual budget includes all of the operating departments of the General Fund, proprietary funds, debt service funds, special revenue funds, and capital improvement funds of the City.

A. Form of Government – The *Charter (Section 1.03)* established a Council-Manager Government wherein the City vests power in the City Council to "enact legislation, adopt budgets, determine policies, and appoint the City Manager who shall execute the laws and administer the government of the City."

B. Comprehensive Plan – The *Charter (Section 1.08)* requires that the City Council "establish comprehensive planning as a continuous and ongoing governmental function in order to promote and strengthen the existing role, processes and powers of the City of Georgetown." The current comprehensive plan is the 2030 Plan adopted in 2006 and updated in 2020.

C. Preparation – The *Charter (Section 6.02)* requires "a proposed budget prepared by the City Manager and submitted to the City Council at least thirty days prior to the end of the fiscal year. The budget shall be adopted not later than the twenty-seventh day of the last month of the fiscal year. No budget will be adopted or appropriations made unless the total estimated revenues, income and funds available shall be equal to or in excess of such budget or appropriations, except otherwise provided."

1. Proposed Budget – A proposed budget shall be prepared by the City Manager with participation of all of the City's Directors within the provision of the *Charter* and the 2030 Plan.

   a. The budget shall include four basic segments for review and evaluation:

      - Revenue
      - Personnel Costs
      - Operations and Maintenance Costs
      - Capital and other non-project Costs

   b. The budget review process will include City Council participation in the development of each segment and allow for resident participation in the process, and will allow for sufficient time to address policy and fiscal issues by the City Council.

   c. A copy of the proposed and approved budgets will be filed with the City Secretary when it is submitted to the City Council and will be available on the City's website.

2. Adoption – Upon finalization of the budget appropriations, the City Council will hold a public hearing, and subsequently adopt by Ordinance the final budget as amended. The budget will be effective for the fiscal year beginning October 1st.

   The Annual Budget document will be submitted annually to the Government Finance Officers Association (GFOA) for evaluation and consideration for the Distinguished Budget Presentation Award.

D. Balanced Budget – The goal of the City is to adopt and maintain a balanced operating budget using sustainable funding sources that are expected to continue to be available in subsequent fiscal years. Excess balances in operating funds from previous fiscal years shall remain in the fund in which they were appropriated until either such excess balances are proposed and adopted pursuant to *Section III. C. Preparation* of this policy; until they are used to reduce outstanding debt obligations of the City; or both.

The *Charter (Section 6.04)* requires that an operating deficit created in any fiscal year shall be paid off and discharged during the following year. In practice, deficit has been interpreted to mean City funds as a whole. The City Council may choose from time to time to allow individual funds to have a negative balance as long as Operating Reserve requirements for the City as a whole are maintained.

E. Planning – The budget process will be coordinated so that major policy issues are identified prior to the budget approval date. This will allow City Council adequate time for consideration of appropriate decisions and analysis of financial impacts.

F. Reporting – Summary financial reports will be presented to the City Council quarterly. These reports will be in a format appropriate to enable the City Council to understand the overall budget and financial status.

G. Control and Accountability – Each Director, appointed by the City Manager, will be responsible for the administration of his/her departmental budget. This includes accomplishing the Goals and Objectives adopted as part of the budget and monitoring each department budget for revenue collections and compliance with spending limitations. Directors may transfer funds up to $25,000 within the operations and maintenance or capital line items within a departmental budget category with approval from Finance. Cost Center Managers may transfer funds up to $5,000 within the operations and maintenance or capital line items within a cost center with approval from Finance. All transfers from or to the Personnel line items require approval of the Chief Financial Officer and City Manager. All other transfers of appropriation or budget amendments require either City Council or City Manager approval as outlined in *Section III.G Budget Amendments* and *Section V.C.4 Use of Excess Salary Savings*.

H. Budget Amendments – The *Charter (Section 6.04)* and the Local Government Code 102.009 and 102.010 provide a method to amend the budget for emergency appropriations and municipal purposes. The City Council may authorize, with a majority plus one vote, an amendment to the original budget. This may be done in cases of grave public necessity, or to meet an unusual and unforeseen condition that was not known at the time the budget was adopted. The following criteria will be used in evaluation of budget amendments:

- Is the request necessary?
- Why was the item not budgeted in the normal budget process?
- Why can't a transfer be done within the Division to remedy the condition?

The Chief Financial Officer must certify availability of revenues or funding sources prior to adoption.

If needed, the City will amend the budget at year end for increased revenue and for expenditures that exceeded budgeted amounts. The City may also amend the budget for any capital project timing adjustments from prior year, as well as any other known adjustments needed and approved at that time.

I. Contingency Appropriations – The budget may include contingency appropriations within designated operating department budgets. These funds are used to offset expenditures for unexpected maintenance or other unanticipated expenses that might occur during the year. Currently, the City maintains contingency appropriations for items such as insurance deductibles, unexpected legal expenses and equipment repairs.

The General Fund, General Government Contracts Cost Center, contains a $300,000 appropriation for emergency circumstances. The purpose of this contingency is for use during locally declared disasters as a short-term temporary measure to fund emergency supplies or services until a long-term solution is developed. Since these funds are appropriated, the Council is authorizing the City Manager or Acting City Manager, in partnership with the Finance Division, to approve use of these funds. Whenever possible, the Mayor will be consulted prior to use. Council will be informed of the purpose and circumstances of use within 48 hours. The public will be informed of purpose and use as soon as practically possible. When these funds are used, they should be restored as soon as practically possible from grant reimbursements, additional revenues, one-time expense savings or other appropriate sources.

J. Use of Unanticipated and Unappropriated General Fund Balances – Within 90 days after fiscal year end, staff will report the projected General Fund balance to Council. In the event that unexpected, unbudgeted amounts are determined to be available in the General Fund after year end close, these funds may be used for any of the following one-time purposes that mitigate increases in property taxes, as approved by the City Council:

1. to fund capital projects;
2. to fund equipment purchases in lieu of issuing debt;
3. to reduce outstanding City debt, including bonded indebtedness and unfunded pension liabilities;
4. to fund contingent liabilities such as the benefit payout reserve, and similar obligations of the City;
5. to hold those funds in reserves for future commitments or contingencies that may be pending, and/or;
6. to fund one-time start-up programs or one-time studies.

IV. REVENUE MANAGEMENT

A. Characteristics – The City will strive for the following optimum characteristics in its revenue system:

1. Simplicity – The City, where possible and without sacrificing accuracy, will strive to keep the revenue system simple in order to reduce compliance costs for the taxpayer or service recipient.
2. Certainty – A knowledge and understanding of revenue sources increases the reliability of the revenue system. The City will understand its revenue sources and enact consistent collection policies to provide assurances that the revenue base will materialize according to budget.
3. Equity – The City shall make every effort to maintain equity in its revenue system; i.e., the City should seek to minimize or eliminate all forms of subsidization between entities, funds, services, utilities, and customer classes, and ensure an on-going return on investment for the City.
    a. The City will make every effort to recognize the benefit that City tax payers contribute to City programs and services.
    b. The Parks and Recreation Department maintains a separate policy on cost recovery goals. This policy will be regularly reviewed and approved by the council.
4. Revenue Adequacy – The City should require there be a balance in the revenue system; i.e., the revenue base will have the characteristics of fairness and neutrality as it applies to cost of service, willingness to pay, and ability to pay.
5. Realistic and Conservative Estimates – Revenues will be estimated realistically, and conservatively, taking into account the volatile nature of various revenue streams.
6. Administration – The benefits of a revenue source should exceed the cost of levying and collecting that revenue.
7. Diversification and Stability – A diversified revenue system with a stable source of income shall be maintained. This will help avoid instabilities in revenue sources due to factors such as fluctuations in the economy and variations in the weather.

B. Other Considerations – The following considerations and issues will guide the City in its revenue policies concerning specific sources of funds:

1. Cost/Benefit of Incentives for Economic Development – The City will use due caution in the analysis of any incentives that are used to encourage development. A cost/benefit (fiscal impact) analysis will be performed as part of the evaluation.

2. Non-Recurring Revenues – One-time or non-recurring revenues should not be used to finance current ongoing operations.

3. Sustainable Revenues – Sustainable means revenue that is consistently available year after year, and includes revenues realized subsequent to adopted projections.

4. Property Tax Revenues – Annually, the City will forecast property tax revenue as part of the budget process. Certified Assessed Value Reports from the Williamson Central Appraisal District are used to forecast property tax. The City will comply with State law regarding publication notices and Truth in Taxation requirements.

5. Interest Income – Interest earned from investments will be distributed to the funds in accordance with the average daily cash balance of the fund from which the monies were provided to be invested.

6. User-Based Fees and Service Charges – For services associated with a user fee or charge, the direct or indirect costs of that service will be offset by a fee where possible. The City will review fees and charges no less than once every five years on a rotating schedule to ensure that fees provide adequate coverage for the cost of services. The City Council will determine how much of the cost of a service should be recovered by fees and charges.

7. Enterprise Activity Rates – The City will review and adopt utility and airport rates as needed to generate revenues required to fully cover operating expenses, meet the legal requirements of all applicable bond covenants, and provide for an adequate level of working capital. Enterprise rates will be reviewed annually as part of the budget process. A rate study will be conducted no less than every 3 years to review rate methodology and ensure revenues will meet future needs. All enterprise rates will be based on standardized cost of service methodologies and conservation goals.

    a. **Water Rates** will recognize at least 50% of the identified fixed costs of service, including debt payments and Payment in Lieu of Taxes costs, within the monthly base charge determined by meter size plus 75% with the first customer tier. Volumetric charge will recognize the balance of fixed costs not included in the base rate, plus all variable costs associated with procuring and treating water and enforcing conservation compliance goals.

    b. **Wastewater Rates** are fixed for all residential customers based on the cost of providing services. Commercial customer rates are fixed and volumetric depending on size and specifications of each commercial customer.

    c. **Electric Rates** include 100% of fixed costs within the base rate, and demand rates, with all variable costs included in the kWh rate.

        - The Power Cost Adjustment (PCA) Factor and Transmission Cost Adjustment (TCA) Factor are determined by comparing forecasted costs against actual costs in a budget year, and seek to recover/credit variances within 6 to 12 months.

- The Very Large Commercial & Industrial Energy Rate Rider is used to recover the Utility's net hedging cost for serving very large-load customers with an installed capacity between 10 – 51 MW. The target account balance for the rate rider is 1% of anticipated total revenues from the Very Large Commercial & Industrial customer class. The City Manager, General Manager or their respective designees are responsible for making periodic adjustments to the Energy Rate Rider, which will be based upon two (2) months of actual power supply costs and six (6) months of forecasted future costs to serve the customers in the Very Large Commercial and Industrial Service class and the cumulative Energy Rate Rider account balance. Changes to the Energy Rate Rider shall have the objective of maintaining a positive cumulative Energy Rate Rider account balance.
- For reference, see Code of Ordinances 13.04.075 and 13.04.080 and 13.04.046.

d. Stormwater Drainage Fees are based on a mathematical calculation using impervious cover and applied in compliance with State Law.

e. Solid Waste and Environmental Services Rates are based on the wholesale cost of service and retail incentives for conservation, the cost to renovate the transfer station, a return to the General Fund for wear and tear of heavy trucks on City streets, a franchise fee, an administrative allocation for managing the solid waste contract and solid waste departmental programing, and adequate reserves.

f. Airport Fuel and Lease Rates – fuel rates are based on the cost of the fuel plus a profit margin to fund operations; lease rates are based on the appraisal of the land or facility plus an escalation for consumer price index and used to fund operations, capital improvement, contingency, and debt service requirements.

8. Internal Cost Recovery Fees – Additionally, enterprise activity rates will include transfers to and receive credits from other funds as follows:

a. General and Administrative Charges – Administrative costs should be charged to all funds for services of general overhead, such as administration, finance, customer billing, legal and other costs as appropriate. These charges will be determined through an indirect cost allocation following accepted practices and procedures and reviewed annually by the City's external auditors.

b. Payment for Franchise of Right of Way and Payment in Lieu of Taxes – The intent of these transfers to the General Fund are to provide a benefit to the citizens for the ownership of the various utility operations.

Water, Wastewater, Irrigation, Solid Waste and Stormwater Drainage

- *In-Lieu-of-Franchise-Fee.* 3% of operating revenues from Charges, Connect Fees, Tap Fees, Penalties and Late Fees.

- *Payment in Lieu of Taxes (PILOT).* The transfer is calculated at 7% of operating revenues from Charges, Connect Fees, Tap Fees, Penalties and Late Fees.

Electric

For customers inside the City, the franchise fee is $0.002947/kWh sold. The payment in lieu of taxes for customers inside the City is 7% of gross revenue of the base monthly charge, and $0.007253/kWh sold. For customers outside the City, there is no franchise fee to the City of Georgetown; however, those customers may be subject to franchise fees in the jurisdiction in which they reside. Outside the City customers are charged a payment in lieu of taxes equal to 7% of gross revenue of the base monthly charge, and $0.0102/kWh sold.

9. Revenue Monitoring – Received revenues will be regularly compared to budgeted revenues and variances will be investigated, and any abnormalities will be included in the quarterly report to the City Council.

10. Other Funding Alternatives

When at all possible, the City will research alternative funding opportunities prior to issuing debt or increasing user-related fees.

a. Grants – All grant applications must be approved by the City Council prior to being submitted to a granting agency. Prior to submittal to Council, departments will verify that the benefits of the grant exceed the cost of grant administration and will also provide the required grant forms to Finance for review in accordance with the Grant Acquisition, Management, and Compliance Policy. Finance will review and sign the forms which provides detailed information including, but not limited to, the term of the grant, any matching requirements, the resulting operational requirements once the grant is discontinued, and a budget request detailing the line items to be effected, all of which should be included in the Council agenda item packet requesting approval to apply. The City Council must also authorize acceptance of any grant awards received.

b. Use of Reserve Funds – The City may authorize the use of reserve funds to potentially delay or eliminate a proposed bond issue. This may occur due to higher than anticipated fund balances in prior years, thus eliminating or reducing the need for debt proceeds, or postpone a bond issue until market conditions are more beneficial or timing of the related capital improvements does not correspond with the planned bond issue. Reserve funds used in this manner are replenished upon issuance of the proposed debt.

c. Developer Contributions – The City will require developers who negatively impact the City's utility capital plans offset those impacts. These policies are further defined within the City's utility line extension policy and other development regulations.

d. Leases – The City may authorize the use of lease financing for certain operating equipment when it is determined that the cost benefit of such an arrangement is advantageous to the City.

e. Impact Fees – The City will impose impact fees as allowable under state law for transportation, water and wastewater services. These fees will be calculated in accordance with statute and reviewed at least every three years. All fees collected will fund projects identified within the Fee study and as required by state laws.

f. Donations - Donations or endowments received by the City will be processed according to the donations policy approved by City Council. Unless authorized stated in the donations policy or other agreement approved by the City Council, if the City receives a donation or endowment exceeding $100,000, a formal process shall be initiated in which City Council will be notified and

provided with all relevant details regarding the source and intent of the funds. City Council shall then deliberate and provide direction on the appropriate use, allocation, or appropriation of these funds, ensuring alignment with intent of the funds, community priorities, legal requirements, and strategic goals. No expenditure of such funds shall occur without Council's express approval.

V. EXPENDITURE MANAGEMENT

A. Appropriations – The point of budget control is at the department level budget for all funds. The *Charter (Section 6.03)* provides that any transfer of appropriation between funds must be approved by the City Council and that the City Manager, without City Council approval, is authorized to transfer appropriations among departments, within the same operational division and fund.

B. Expenditure Monitoring – Expenditures and encumbrances will be regularly compared to budget, variances will be investigated, and any abnormalities will be included in the quarterly report to the City Council. Projected year-end expenditures will be reported in the annual budget.

C. Personnel Costs – Costs related to salaries and benefits are budgeted at 100% total costs, assuming open positions are filled throughout the fiscal year. New positions that are added during the budget process may have staggered hire dates with appropriate costs reflected in the budget.

1. Vacancy Factor – Major Funds with Personnel Budgets will include a vacancy factor of at least 1% of total fund salaries and related benefits (retirement, FICA, Medicare) to offset salary savings within the budget. The vacancy factor will be budgeted as a negative expense within the fund. This factor will be reduced throughout the year as vacant positions are recognized within the department budget.

   Compliance Status – General Fund, Electric Fund, Water Fund and Joint Services Fund FY2027 in compliance.

2. Benefit Payout Reserve – The City will establish a benefit payout reserve equal to 15% of the accrued benefit liability for employees in the General and Joint Services Funds who are currently eligible to retire. Only terminating employee benefit expenses may be paid from this reserve. This reserve shall be funded as an offset to the vacancy factor.

   Compliance Status – Benefit payout reserve FY2027 in compliance.

3. Position Control – The annual budget includes a set number of positions within departments when approved and adopted by City Council. Additional positions cannot be added without approval of the City Council. The City Manager may approve the transfer of authorized positions between departments if funds are available within the department.

   The City Manager may designate a number of placeholder positions in the position control schedule to be available for use throughout the year to respond to service areas with pressure or unusual hiring environment circumstances. The position control schedule is approved by Council as part of the budget adoption process. The position control schedule and the expense budget will be amended by Council to reflect mid-year changes as soon as practical.

4. Use of Excess Salary Savings – Departmental savings generated due to open positions or othersalary line item savings cannot be spent by the department unless previously approved by the City Manager and validated by Finance as excess funds.

D. Special Purpose Funding – In order to support community assistance programs, the City designates specific funding for special purposes, including Strategic Partnerships for Community Services, and Public Art. The City reserves the ability to cap this special purpose funding when necessitated by budget contingency or compliance issues, such as revenue shortfalls, or other reasons as determined by City Council.

1. Strategic Partnerships for Community Services – The City of Georgetown values partnerships with organizations that are committed to addressing our communities' greatest public challenges and has identified key partners like the Williamson County Children's Advocacy Center

The City has targeted funding for these partnerships that are determined as a part of the annual budget development process.

Compliance Status – FY2027 in compliance.

D. Public Art Funding – The City may annually allocate up to 15% of Hotel Occupancy Tax funding for Public Art in the Tourism Fund.

Compliance Status – FY2027 in compliance.

Every effort will be made to include public art funding in future City facilities whose primary purpose is for public use. These projects will include a reasonable allowance for public art that fits the scope and purpose of the building so long that it does not negatively impact the project cost beyond the original budget. In the event there is cost savings in the construction of City Facilities, the City Council may consider utilizing that savings on the purchase of public art for the facility.

E. Purchasing – The City will maintain and regularly review written Purchasing Policies. All City purchases of goods or services will be made in accordance with the City's Charter, current Purchasing Policy and with State law.

The following table shows a summary of requirements for purchases of goods and services and does not substitute the formal Purchasing Policies.

Dollar Limits:	Procurements:	Requirements:
$3,000 and less	Under the small purchase limit	No competitive bids and City credit cards may be used.
$3,000.01 up to $50,000	Within informal bid limit	No competitive bids; Historically Underutilized Business (HUB) requirements apply in accordance with state law.
$50,000.01 up to $100,000	Within informal bid limit	A minimum of three informal solicitation for bids required unless exempted; Historically Underutilized Business (HUB) requirements apply in accordance with state law.
$100,001 and above	In excess of the informal bid limit	Formal competitive solicitations, which includes public notices, required unless exempted. Advisory board review and recommendation *may* be required. Council approval required.

Common exemptions to the formal competitive solicitation process include the procurement of professional services, the purchase of goods or services from a sole source provider, and purchases for public health emergencies (Texas Local Government Code 252.022).

In addition to the above, all purchases must be approved according to signature authority limits.

F. Contracts, Change Orders and Amendments – Contracts and related change orders and amendments must follow the City's Purchasing Policies, Authority to Contract ordinance (Chapter 4.08 Code of Ordinances), and State Law. Contract term lengths should balance the need for value as well as the ability to respond to changing conditions.

G. Prompt Payment – In accordance with State Law, all invoices approved for payment by the proper City authorities shall be paid within thirty (30) calendar days of receipt of goods or services or invoice date, whichever is later in accordance with State law. The City will take advantage of all purchase discounts, when possible.

H. Risk Management – The City will pursue every opportunity to provide for the Public's and City employees' safety and to manage its risks. The goal shall be to minimize the risk of loss of resources through liability claims with an emphasis on safety programs.

I. Retirement Benefits – Proposals to revise benefits administered and provided by the Texas Municipal Retirement System shall include a written description and a detailed and summary numerical assessments of the changes that would result from the proposed benefit revision.

1. The numerical assessments shall include the following:

   a. The estimated change to the TMRS contribution rate that would result from the proposed change in benefits, expressed as a percentage of employee pay and as an annual dollar amount to the General Fund and to each City fund.

b. The estimated change to the City's unfunded pension liability, expressed as a dollar amount.

c. The estimated change to the City's actuarial funding ratio.

2. The description and numerical assessments must be provided to the City Council at least 72 hours prior to consideration and approval and must be read aloud to the Council prior to Council consideration.

3. The estimated changes to the City's contribution rate and the unfunded pension liability presented pursuant to the section must be based on information provided by the TMRS actuary or by a professional actuary authorized by the TMRS to provide such information.

4. Proposals to revise TMRS benefits must be voted on individually as part of the City Council's legislative agenda.

5. The City will amortize any unfunded actuarial liability (UAAL) over a period not to exceed the amortization period used by the TMRS actuary. The City may amortize its UAAL more quickly by making contributions to TMRS in excess of the rate specified by TMRS.

6. The City may elect to pay a higher contribution rate than required by the TMRS, to reduce the City's unfunded pension liability. Such payment will be approved and authorized by the City Council as part of the City's annual budget process.

J. Retirement Cost-of-Living Adjustment

1. Within 60 days of when the TMRS annual funding update becomes available each year, staff will review and may prepare a summary of costs and options for potential cost-of-living adjustment (COLA) for City of Georgetown retirees.

2. Consistent with state statutes governing the Texas Municipal Retirement System, the City may provide an automatic COLA for members of the TMRS who are retired from the City of Georgetown and receiving a monthly retirement benefit from the TMRS.

3. The City Council may adjust the COLA provided to city retirees based upon the funding level of the City's pension plan, as calculated by the TMRS, and review of a cost/benefit analysis, as follows:

When the funding level of the City's pension plan is	The COLA should be
Less than 70.0%	Zero
70.0% to 79.9%	0.3% of CPI
80.0% to 89.9%	0.5% of CPI
90.0% and greater	0.7% of CPI

4. Adjustments made pursuant to *Subsection J.3.* should reflect the reciprocal effect of the prospective change in the COLA on the funding level of the City's pension plan.

K. Deferred Compensation Benefits – In addition to the retirement benefit administered by the TMRS, the City will sponsor a Deferred Compensation 457 plan and ROTH plan, which are supplementary individual retirement savings plans. The City will encourage employee participation in these plans.

VI. STAFFING AND COMPENSATION

City Council and Management recognize the importance of attracting, hiring, developing, and retaining the best people, and compensating them for the value they create. Our outstanding and innovative City employees work diligently to bring the Vision of Council to life and deliver exceptional services to our customers while exemplifying our Core Values. The following programs are subject to available funding in the annual operating budget.

A. Adequate Staffing – Staffing levels will be adequate for the fiscal functions of the City to operate effectively. Workload allocation alternatives will be explored before adding additional staff.

B. Competitive Compensation – In order to maintain a competitive pay scale, the City has implemented a *Competitive Employee Compensation Maintenance* Program to address competitive market factors and other issues impacting compensation. The program consists of:

1. Annual Pay Plan Review – To ensure the City's pay system is accurate and competitive within the market, the City will review its pay plans annually for any potential market adjustments necessary to maintain the City's competitive pay plans.

2. Pay for Performance – Each year the City will fund performance-based pay adjustments for regular non-Civil Service personnel. This merit-based program aids in retaining quality employees by rewarding their performance. Pay for Performance adjustments are based on the employee's most recently completed performance evaluation.

3. Civil Service Steps – Each year the City will fund anniversary step increases for Civil Service personnel consistent with their respective pay scale design.

C. Self-Insurance Program – The City is committed to providing quality healthcare insurance that offers flexibility in health benefits and options to its employees. In order to provide the most cost-effective solution, the City has determined that establishing a self-funded health insurance plan offers the greatest opportunity to mitigate future cost increases while offering quality health care services to its employees. The City has established a mechanism to manage the accounts and payments associated with this program. Per GASB Statement No. 66, such funding should be accounted for as an Internal Service Fund (ISF).

1. Employee Health Insurance ISF – This fund contains premium contributions from employees and budgeted health insurance contributions included in the City's annual budget process. To maintain stable revenue to this fund, and to clearly set expenditure expectations for departments, any budgeted appropriations for employee health insurance that are unused at the end of each fiscal year may be transferred back to the self-insurance fund after a review of financial metrics regarding historical actual trends, forecasts and reserve levels.

2. Self-Insurance Reserves – Annually through the budget process, staff and the City's Health Benefit Consultant firm will evaluate and recommend to Council the appropriate funding levels for two reserves.

   a. Incurred But Not Reported (IBNR) Reserve: In the event the City stopped self-insuring for health benefits and was required to pay incurred costs, the City will reserve no less than 10 percent and no more than 20% of the annual costs of claims, benefit administration and stop loss coverage.

      Compliance Status – IBNR reserve FY2027 in compliance.

   b. Rate Stabilization Reserve: To alleviate shocks to the City and employees due to sharp increases in health insurance costs, the City will reserve between 10 and 20 percent of annual medical claims, benefit administration and stop loss coverage. Staff and the benefits consultant will consider a 3-year forecast on premiums when determining to utilize the funds or rebuild the reserve.

      Compliance Status – Rate stabilization reserve FY2027 in compliance.

3. Employee Premiums – Annual premiums will be recommended to City Council through a collaborative process between the City's Employee Benefit Committee and external Health Benefits consulting firm using historical data, reserves history and other analytic analysis.

VII. FUND BALANCE POLICIES

The City's Fund Balance is the accumulated difference between assets and liabilities within **governmental funds**, and it allows the City to meet its contractual obligations, fund disaster or emergency costs, provide cash flow for timing purposes and fund non-recurring expenses appropriated by City Council. This policy establishes limitations on the purposes for which Fund Balances can be used in accordance with Governmental Accounting Standards Board (GASB) Statement Number 54.

The City's Fund Balance will report up to five components:

A. Non-spendable Fund Balance – includes inherently non-spendable assets that will never convert to cash, as well as assets that will not convert to cash soon enough to affect the current financial period. Assets included in this category are prepaid items, inventory and non-financial assets held for resale.
B. Restricted Fund Balance – represents the portion of fund balance that is subject to legal restrictions, such as grants or hotel/motel tax and bond proceeds.
C. Committed Fund Balance – describes the portion of fund balance that is constrained by limitations that the City Council has imposed upon itself, and remains binding unless the City Council removes the limitation.
D. Assigned Fund Balance – is that portion of fund balance that reflects the City's *intended* use of the resource and is established in a less formal method by the City for that designated purpose.
E. Unassigned Fund Balance – represents funds that cannot be properly classified in one of the other four categories.

VIII. LONG-TERM LIABILITY RESERVES

The City of Georgetown recognizes certain long-term unfunded commitments and contingencies that will require substantial funding at some point in the future. The City is committed to addressing these commitments in a

fiscally prudent method by acknowledging their future financial impacts and developing strategies and designated reserve funds to mitigate those future impacts.

A. The Chief Financial Officer will maintain a record of unfunded long-term liabilities through the Annual Comprehensive Financial Report and a record of reserve compliance through this fiscal policy document. Council may consider these unfunded commitments as part of the annual budget development process or mid-year budget amendment process.

IX. BUDGET CONTINGENCY PLAN

This policy is designed to establish general guidelines for managing revenue shortfalls resulting from local and national economic downturns that adversely affect the City's revenue streams.

A. Immediate Action – Once a budgetary shortfall is projected, the City Manager will take the necessary actions to offset any revenue shortfall with a reduction in current expenses. The City Manager may:

1. Freeze all new hire and vacant positions except those deemed to be a necessity.
2. Review all planned capital expenditures.
3. Delay all "non-essential" spending or equipment replacement purchases.

The City Manager shall report in a timely manner to the City Council the projected shortfall and the actions taken to resolve it.

B. Further Action – If the actions identified in subsection A are insufficient to offset the projected revenue deficit for the current fiscal year, the City Council may approve the following actions, in the order listed:

1. Apply unspent, unobligated surplus funds from prior fiscal years to fund one-time costs in the current fiscal year budget.

2. Authorize the use of the General Fund Revenue Stability Reserve, contingency reserves, capital reserves or any other reserves appropriate as outlined in the sections XII. CAPITAL MAINTENANCE AND REPLACEMENT and XV. FINANCIAL CONDITIONS, RESERVES, AND STABILITY RATIOS.

3. Direct other reductions in services, including workforce reductions.

4. Authorize a temporary reduction in one or more fund's contingency reserves from 90 days to 75 days.

C. Replenish Fund Balance – Generally, if any existing reserve is used as described above in the budget contingency plan, the reserve should be restored in the next fiscal year. If the restoration within one year is impractical or places an undo strain of City services, staff shall recommend to Council an alternative timeline that is subject to Council approval.

X. CAPITAL IMPROVEMENT PROGRAM (CIP) BUDGET

The City's goal is to maintain City facilities and infrastructure in order to provide excellent services to the customers within the community, meet growth related needs, and comply with all state and federal regulations.

A. Preparation – The City annually updates and adopts a five-year Capital Improvement Program (CIP) schedule as part of the operating budget adoption process. The plan is reviewed and adjusted annually as needed, and year one is adopted as the current year capital budget. The capital budget will include all capital projects, capital resources, and estimated operational impacts.

1. Needed capital improvements are identified through system models, repair and maintenance records and growth demands.

2. A team approach will be used to prioritize CIP projects, whereby City staff from all operational areas provide input and ideas relating to each project and its effect on operations.

3. Citizen involvement and participation will be solicited in formulating the capital budget through master planning processes, board meetings, public hearings and other forums.

4. Capital infrastructure necessary to meet the requirements of the City's Annexation Plan will be identified separately within the CIP plan, so that funding alternatives can be developed if needed.

Prior to Council approval, the following Advisory Boards will review the Capital Projects budget and contracts for expenditures:

Electric Utility Board	Water Utility Board	Parks Advisory Board	Georgetown Transportation Enhancement Corporation (GTEC)
Electric	Water Wastewater	Parks and Recreation	Transportation projects related to economic development

B. Control – All capital project expenditures must be appropriated in the capital budget.

C. Financing Programs – Where applicable, assessments, impact fees, pro rata charges, or other fees should be used to fund capital projects which have a primary benefit to specific identifiable property owners. Debt financing is referenced in *Section XIV. Debt Management* of this document and addresses how capital projects will be funded.

D. Debt will be addressed in Section XIV, but the City strives to balance debt funding with pay as you go funding and will use Council's discretionary funds for projects that qualify.

XI. CAPITAL MAINTENANCE AND REPLACEMENT

The City recognizes that deferred maintenance increases future capital costs. Therefore, a portion of all individual funds with infrastructure should be budgeted each year to maintain the quality within each system.

A. Infrastructure Maintenance — On-going maintenance and major repair costs are included as expense within the departmental operating budgets. These costs are generally considered system repairs and are not capitalized for accounting purposes. They include such items as park and recreation facility repairs, street repair, water line repairs and other general system maintenance.

B. Street Assets and Pavement Condition

The City will continue to hold elections for the Streets Maintenance Sales Tax every four years, as it is the main source of funding for street maintenance activity. The City will utilize the Pavement Condition Index (PCI) and require studies that are operationally logical, timely and feasible to perform adequate maintenance of the assets.

C. Internal Service Funds Capital Maintenance & Replacement – The City currently utilizes internal service funds to maintain and replace existing assets. Assessments are made to other funds for the use of existing equipment and to purchase new equipment. In this way, suitable funds are available for the purchase of operational assets without the issuance of debt.

1. Fleet Maintenance and Replacement – The City has a major investment in its fleet of cars, trucks, tractors, and other equipment. The City will anticipate replacing existing equipment, as necessary and will establish charges that are assigned to the using departments to account for the cost of that replacement. Vehicle maintenance is also allocated in this manner. The targeted asset replacement reserve amount is the average ($1/5^{th}$) of the next five years on the replacement schedule for cash-funded governmental fund vehicles. Additional available balance above the capital reserve target may be used for one-time expenses, such as capital equipment for the Fleet Shop and costs related to renovating, constructing or expanding the existing Fleet building or a new Fleet related facility.

   Compliance Status – Fleet replacement reserve FY2027 in compliance.

   It is the general policy of the City not to hold back vehicles or equipment from replacement or disposition. Departmental requests to hold back units must be approved by the Fleet Manager and the City Manager.

2. Technology – It is the policy of the City to plan and fund the maintenance and replacement of its computer network and other technology systems. A reserve will be established within the ISF for replacement of major systems and will be funded over time through excess revenues within the Fund. The targeted amount is the average ($1/5^{th}$) of the next five years on the replacement schedule. While cash funding is preferred, major IT systems and projects may require debt that is amortized over a shorter useful life appropriate for the software or hardware.

   Compliance Status – IT replacement reserve FY2027 in compliance.

3. Facilities Maintenance – The City has established an on-going maintenance program, which includes major repairs, equipment, as well as contracts for maintaining City facilities. The City has anticipated a useful life of such equipment and established a means of charging those costs to the various departments in order to recognize the City's continuing costs of maintaining its facilities. Determination for facility repairs is based on useful life of the various elements of each facility. A

proportional cost for each element is expensed within the budget for capital replacement. The targeted replacement reserve amount is the average (1/5th) of the next five years on the replacement schedule.

Compliance Status – Facilities replacement reserve FY2027 compliance.

D. Departmental Capital Maintenance & Replacement – The City also utilizes department capital maintenance and replacement schedules for specialized assets and equipment necessary to provide services.

1. Parks and Recreation – As part of the City's on-going maintenance program, the City also recognizes the need to regularly maintain and replace playgrounds, equipment and facilities that are part of the City's Parks and Recreation system. Separate replacement and maintenance schedules will be maintained for these items including, but not limited to, playground equipment, buildings, sport courts, trees and grounds, and restroom facilities. The City's goal is to provide level on-going funding to ensure safe, well-maintained facilities for its citizens. The capital equipment replacement schedule will be funded with short-term property-tax backed debt instrument, with term length consistent with useful life of the assets or shorter.

Compliance Status – Parks maintenance replacement FY2027 in compliance.

2. Cemetery Maintenance - The General Fund makes an annual transfer of $75,000 to the cemetery fund to assist with general operations and maintenance activity not covered through cemetery revenues.

3. Public Safety Equipment – As part of the City's on-going maintenance program, the City also recognizes the need to regularly maintain and replace specialized equipment in Police and Fire. Separate replacement and maintenance schedules will be maintained for these items including but not limited to for Fire: SCBA's and other firefighting equipment and protective gear; and for Police: bullet proof vests, armaments and other tactical equipment. The City's goal is to provide level on-going funding to ensure proper protection for employees and residents. The current funding level is an annual appropriation in the General Fund of $80,000 for Fire and $88,000 for Police.

Compliance Status – Public safety equipment replacement FY2027 in compliance.

E. Surplus Property

1. From time to time it is necessary to dispose of certain vehicles or equipment that have been procured with City funds and used in City services.

City staff will maintain reports and records of all surplus property dispositions in accordance with good internal controls.

XII. ACCOUNTING, AUDITING, AND FINANCIAL REPORTING

A. Accounting – The City is solely responsible for the recording and reporting of its financial affairs, both internally and externally. The Chief Financial Officer is responsible for establishing the structure for the City's Chart of Accounts and for assuring that procedures are in place to properly record financial transactions and report the City's financial position.

B. Audit and Finance Sub-Committee – The City may establish a subcommittee consisting of at least 3 City Council members that may meet quarterly to provide additional strategic oversight to the City's Finance operations. The City's Chief Financial Officer will be the liaison for this subcommittee.

C. Audit of Accounts – In accordance with the *Charter*, an independent audit of the City accounts will be performed every year. The auditor is retained by and is accountable directly to the City Council. The auditing firm will serve for up to 5 years, at which time, the City will re-bid these services and change firms if deemed necessary by Audit and Finance Sub-Committee and City Council.

D. External Reporting – Upon completion and acceptance of the annual audit by the City's auditors, the City shall prepare a written Annual Financial Report which shall be presented to the City Council within 180 calendar days of the City's fiscal year end. The report shall be prepared in accordance with Generally Accepted Accounting Principles (GAAP) and shall be presented annually to the Government Finance Officer Association (GFOA) for evaluation and consideration for the Certificate of Achievement in Financial Reporting.

XIII. ASSET MANAGEMENT

A. Cash Management and Investments – The City Council has formally approved a separate Investment Policy for the City of Georgetown that meets the requirements of the Public Funds Investment Act (PFIA), Section 2256 and 2257 of the Texas Local Government Code. This policy is reviewed annually by the City Council and applies to all financial assets held by the City and applies to all entities (component units) included in the City's Annual Financial Report and/or managed by the City. Refer to the separate policy for details regarding:

1. Statement of Cash Management Philosophy
2. Objectives
3. Safekeeping and Custody
4. Standard of Care and Reporting
5. Investment Strategies
6. Authorized Investments and Approved Broker/Dealer List.

B. Fixed Assets – These assets will be reasonably safeguarded and properly accounted for, and prudently insured.

1. Capitalization Criteria – For purposes of budgeting and accounting classification, the following criteria must be met in order to be capitalized:

   a. The asset owned by the City
   b. The expected useful life of the asset must be longer than one year, or extend the life of an identifiable existing asset by more than one year
   c. The original cost of the asset must be at least $5,000
   d. The asset must be tangible, or uniquely intangible like a trademark.

On-going repairs and general maintenance are not capitalized. Public Education and Government (PEG) Funds will capitalize assets in aggregate over $1,000 on an annual basis.

2. New Purchases – All costs associated with bringing the asset into working order will be capitalized as part of the asset cost. This will include startup costs, engineering or consultant type fees as part of the asset cost once the decision or commitment to purchase the asset is made. The cost of land acquired should include all related costs associated with its purchase. Appropriate personnel and overhead costs are capitalized in the Electric fund.

3. Improvements and Replacement – Improvements will be capitalized when they extend the original life of an asset or when they make the asset more valuable than it was originally. The replacement of assets components will normally be expensed unless they are a significant nature and meet all the capitalization criteria.

4. Contributed Capital – Infrastructure assets received from developers or as a result of annexation will be recorded as equity contributions when they are received.

5. Distributions Systems – All costs associated with public domain assets, such as streets and utility distribution systems, will be capitalized in accordance with the capitalization policy. Costs should include engineering, construction and other related costs including right of way acquisition. For the Electric Distribution system, all component parts associated with a capital project shall be accounted for and capitalized in accordance with the Federal Energy Regulatory Commission (FERC) guidelines. These are an exception to the capitalization criteria above.

6. Reporting and Inventory – The Finance Division will maintain the permanent records of the City's fixed assets, including description, cost, department of responsibility, date of acquisition, depreciation and expected useful life. Periodically, random sampling at the department level will be performed to inventory fixed assets assigned to that department. Responsibility for safeguarding the City's fixed assets lies with the department supervisor or manager whose department has been assigned the asset.

XIV. DEBT MANAGEMENT

The City of Georgetown recognizes the primary purpose of capital facilities is to provide services to the community. Using debt financing to meet the capital needs of the community must be evaluated according to efficiency and equity. Efficiency must be evaluated to determine the highest rate of return for a given investment of resources. Equity is resolved by determining who should pay for the cost of capital improvements. In meeting demand for additional services, the City will strive to balance the needs between debt financing and "pay as you go" methods. The City realizes that failure to meet the demands of growth may inhibit its continued economic viability, but also realizes that too much debt may have detrimental effects on the City's long-range financial condition.

The City will issue debt only for the purpose of acquiring or constructing capital assets for the general benefit of its citizens and to allow it to fulfill its various purposes as a city. The City will seek input on major projects funded with debt via bond elections, master planning exercises, board meetings, budget workshops, and other methods as needed.

A Debt Condition Update report will be provided annually.

A. Usage of Debt – Long-term debt financing will be considered for non-continuous capital improvements of which future citizens will benefit. Alternatives for financing will be explored prior to debt issuance and include, but not limited to:

- Grants
- Use of Reserve Funds
- Use of Current Revenues
- Contributions from developers and others
- Leases
- Impact Fees

When the City utilizes long-term financing, it will ensure that the debt is soundly financed by conservatively projecting revenue sources that will be used to pay the debt. It will not finance the improvement over a period greater than the useful life of the improvement and it will determine that the cost benefit of the improvement, including interest costs, is positive to the community.

The City may utilize the benefits of short-term debt financing to purchase operating equipment provided the debt doesn't extend past the useful life of the asset and the potential impact to the tax rate is within policy guidelines.

B. Types of Debt

1. General Obligation Bonds (GO's) – General obligation bonds must be authorized by a vote of the citizens of Georgetown. They are used only to fund capital assets of the general government and are not to be used to fund operating needs of the City. The City's ad valorem taxing authority backs general obligation bonds. Conditions for issuance of general obligation debt include:

   a. When the project will have a significant impact on the tax rate;

   b. When the project may be controversial even though it is routine in nature; or

   c. When the project falls outside the normal bounds of projects the City has typically done.

For debt programs that include multiple projects that will be issued over multiple years at the discretion of the City Council, the City may present an ***Agreement with the Voters*** to manage future property tax rate impacts. The Agreement with the Voters will be included in educational information for all applicable GO Bond elections and will include a maximum **annual** tax rate increase and a cumulative total per bond authorization maximum tax rate increase. The City will include these impacts in its annual Debt Condition report. Council and staff will strive to achieve terms in the Agreement with the Voters, but in order to sell the bonds in the market for the lowest interest rate and achieve cost of borrowing for the citizens, the City will need to retain the legal ability to set a debt tax rate sufficient to repay the bonds in the event conditions in state law, bond market conditions, and taxable assessed values impact the debt tax rate in ways beyond the City's control.

The City Council will carefully manage the ***unissued GO Bond authorization*** through annual review of related projects to ensure full disclosure on future timing of projects included in the bond package. Timing of authorized projects and related bond issuance will be included in the Annual Budget and published on the City's website. Any changes to this schedule require specific Council authorization.

2. Revenue Bonds – Revenue bonds will be issued to provide for the capital needs of any activities where the capital requirements are necessary for the continuation or expansion of a service. The improved activity shall produce a revenue stream to fund the debt service requirements of the necessary improvement to provide service expansion. The average life of the obligation should not exceed the useful life of the asset(s) to be funded by the bond issue, and will generally be limited to no more than twenty (20) years. An exception can be made for plant expansions or related system expansions whose useful life is in excess of 30 years. A cost benefit analysis will be done to fully disclose the impacts of extending debt beyond 20 years.

3. Certificates of Obligation, Contract Obligations (CO's) – Certificates of obligation or contract obligations may be used to fund capital requirements that are not otherwise funded by general obligation or revenue bonds, as allowed by state law. Debt service for CO's may be either from general revenues (tax-supported) or supported by a specific revenue stream(s) or a combination of both. Typically, the City may issue CO's when the following conditions are met:

   a. When the proposed debt will have minimal impact on future effective property tax rates;
   b. When the projects to be funded are within the normal bounds of City capital requirements, such as for roads, parks, various infrastructure and City facilities and equipment; and

c. When the average life of the obligation does not exceed the useful life of the asset(s) to be funded by the issue; and in cases of an emergency when funds must be procured sooner than the bi-annual timing of the bond election.

Certificates of obligation will be the least preferred method of financing and will be used with prudent care and judgment by the City Council during the budget development process.

4. Self-supporting Certificates of Obligation Debt – Refers to certificates of obligation issued for a specific purpose and repaid through dedicated revenues other than ad valorem taxes. The annual debt requirements are not included in the property tax calculation. Both the Airport and Stormwater Drainage funds will issue this type of debt. In addition, the Electric and Water Services Funds can utilize this method of funding non-system capital assets. The City also issues debt on behalf of the Georgetown Transportation Enhancement Corporation (GTEC) and the Georgetown Economic Development Corporation (GEDCO) whom then pledge 4A and 4B sales tax revenue for the repayment of that debt. Tax Increment Reinvestment Zones also may issue self-supporting debt.

5. Internal borrowing between City Funds – The City Council can authorize use of existing long-term reserves as formal loans between funds. The Council will consider the following circumstances:
    1. The emergency or other circumstances and why an internal loan is the best viable option;
    2. The dollar amount of the loan will be within the core balance reserves of the lending fund and will otherwise not be restricted by local or state regulation;
    3. The borrowing fund will repay the loan at a rate consistent with current market conditions. The loan will be considered an investment of working capital reserves by the lending fund. The interest rate will be comparable to prevailing investment rates for public funds at the time the loan is made; and a fixed, variable or other rate structure will be defined at the time the loan is approved;
    4. The maximum maturity will be three (3) years.
    5. A reimbursement resolution may be used to reimburse a short-term loan (up to 1 year maturity) with long-term debt proceeds;
    6. Formal loans will be appropriately recorded and reported.

6. Refundings – The City Council may refinance debt to achieve interest cost savings as market conditions change, or to remove restrictive covenants, or to further other City goals as expressed by Council. The City's Financial Advisor will prepare refunding analysis for consideration and demonstrate that the savings of the refinancing are greater than the issuance costs to refinance, with a target minimum net present value savings of 3-5%.

7. Other Short-term Borrowing – The City may authorize the issuance of Public Property Finance Contractual Obligations (PPFCO) which is short-term obligations for the acquisition of personal public property, such as equipment. PPFCOs are payable from either ad valorem taxes or another dedicated revenue stream. Each issuance will be assessed to ensure cost effectiveness and the repayment schedule will not exceed the useful life of the asset. Multiple equipment acquisitions can be grouped in a single PPFCO issue in order to develop economies of scale.

In FY2021, the City issued a $48 million PPFCO for the energy costs of Winter Storm Uri. The Council approved a 9.5 year term with a 5 year call option. Because energy costs are an ongoing operating expense, it is the intent of the City to review all options to pay off this debt issue as soon as possible, balanced against rate competitiveness, Electric fund liquidity, and other practical factors.

The City may authorize the issuance of Limited Tax Notes for tax-supported obligations whose issuance timeframe occurs outside of the City's normal bond issuance schedule or for other emergency needs. The Limited Tax Notes must have a maximum maturity of seven years. They may be sold either as public, rated offerings in a competitive or negotiated sale, or they may be privately placed depending on the financing goals of the City and market conditions at the time of sale.
The City may authorize a Note Purchase Agreement for the purposes of establishing a Letter of Credit as collateral to participate in the Electric Reliability Council of Texas (ERCOT) market. Notes would only be delivered under the agreement in the event ERCOT were to draw on the Letter of Credit. Any notes so delivered would be payable from utility revenues and would come due in 90 days after their delivery date.

C. Method of Sale – The City will use a competitive bidding process in the sale of bonds unless conditions in the bond market or the nature of the issue warrant a negotiated bid, private placement or other method. In such situations, the City will publicly present the reasons for the other method. The City will rely on the recommendation of the financial advisor in the selection of the underwriter or direct purchaser. The financial advisor must meet all licensing requirements and comply with all Municipal Securities Rulemaking Board (MSRB) regulations. The City's financial advisor will not act as the underwriter on any City bond issue.

D. Disclosure – Full disclosure of operating costs along with capital costs will be made to the bond rating agencies and other users of financial information. The City staff, with assistance of the financial advisor and bond counsel, will prepare the necessary materials for presentation to the rating agencies and will aid in the production of the Preliminary Official Statements. The City will take responsibility for the accuracy of all financial information released.

E. Federal Requirements – The City will maintain written procedures to follow post issuance compliance rules, arbitrage rebate and other Federal requirements.

1. Post issuance tax compliance rules will include records retention, arbitrage rebate, use of proceeds, and

2. Continuing disclosure requirements under SEC Rule 15c2-12, MSRB standards, or as may be required by bond covenants or related agreements.

F. Debt Structuring – The City prefers to issue bonds with a term of twenty (20) years or less, not to exceed the useful life of the asset acquired. The structure should approximate level debt service unless operational matters dictate otherwise. Market factors, such as the effects of tax-exempt designations, the cost of early redemption options and the like, will be given consideration during the structuring of long term debt instruments. Exceptions to the 20 year term include debt issues for major system expansions, such as water, sewer or electric plants, in which case the City may issue debt greater than 20 years since the useful life of the asset exceeds 30 years. A cost benefit analysis indicating the impacts of extending debt beyond 20 years will be completed.

Fixed interest rate basis will be preferred because it aids in predictable budget and multi-year forecasting for the issuing funds. Variable rate debt can sometimes allow early repayment with no penalty. Variable rate debt may be considered by the Council as a tool to provide flexibility in setting the tax rate and determine use of one-time available fund balances. The City's Financial Advisor will provide an analysis of the benefits of a variable rate structure versus interest rate risk, remarketing risk, and liquidity risk. Because variable rate debt introduces risk and administrative burden on staff and advisors, the amount of allowed variable rate

debt will be limited to no more than ten percent (10%) of the City's outstanding debt principal per system (tax-supported, utility supported).

G. Utility and Self-Supporting Debt Coverage Ratio – Refers to the number of times all utility supported debt service requirements or payments would be covered by the current operating revenues net of on-going operating expenses of the City's combined utilities (Electric, Water, and Wastewater).

The City will maintain a minimum debt service coverage ratio of 1.5 times for the utilities as a whole. The bond ordinances allow the City to forego a debt reserve fund for its utility debt if the coverage is maintained at 1.35 times or better. A coverage ratio of 1.0 times will also be required for all funds issuing self-supporting debt (Airport, Stormwater, Solid Waste, GTEC, GEDCO, PID and TIRZ).

Compliance Status – Debt coverage ratio FY2027 in compliance.

H. Bond Reimbursement Resolutions – The City may utilize bond reimbursements as a tool to manage its debt issues, due to arbitrage requirements and project timing. In so doing, the City uses its capital reserve cash to delay bond issues until such time when issuance is favorable and beneficial to the City.

The City Council may authorize a bond reimbursement resolution for General Capital projects that have a direct impact on the City's ad valorem tax rate when the bonds will be issued within the term of the existing City Council. In the event of unexpected circumstances that delay the timing of projects, or market conditions that prohibit financially sound debt issuance, the approved project can be postponed and considered by a future council until circumstantial issues can be resolved.

The City Council may also authorize revenue bond reimbursements for approved utility and other self-supporting capital projects within legislative limits. Currently revenue bonds must be issued within 18 months after an eligible bond funded project is begun.

The total outstanding bond reimbursements may not exceed the total amount of the City's reserve funds.

XV. FINANCIAL CONDITIONS, RESERVES, AND STABILITY RATIOS

The City of Georgetown will maintain budgeted minimum reserves in the ending working capital/fund balances to provide a secure, healthy financial base for the City in the event of a natural disaster or other emergency, allow stability of City operations should revenues fall short of budgeted projections and provide available resources to implement budgeted expenditures without regard to actual timing of cash flows into the City. Generally, if any existing reserve is used to cover expenses as described, the reserve should be restored in the next fiscal year. If the restoration within one year is impractical or places and undo strain of City services, staff shall recommend to Council an alternative timeline that is subject to Council approval.

A. Operational Coverage – The City's goal is to maintain operations coverage of 1.0 (one), such that operating revenues will at least equal or exceed current operating expenditures. Deferrals, short-term loans, or one-time sources will be avoided as budget balancing techniques. Reserves will be used only for emergencies or non-recurring expenditures, except when balances can be reduced because their levels exceed guideline minimums as stated below.

B. Reserves

1. Citywide Operating Reserve – The City will maintain reserves at a minimum of seventy-five (75) days (20.83%) of net budgeted citywide operating expenditures. Net budgeted operating expenditure is defined as total budgeted expenditures less interfund transfers and charges, capital improvements, direct cost for purchased power, debt service, non-operating special revenue funds and payments to third party grant agents. The amount of these funds are allocated within the following operating funds and using the following guidelines to maintain the fund balance, working capital and retained earnings (reserves) of the various operating funds at levels sufficient to protect the City's creditworthiness, as well as, its financial position from unforeseeable emergencies. For asset replacement reserves, see *Section XI. Capital Maintenance and Replacement.*

   Compliance Status – 75 day citywide reserves FY2027 in compliance.

2. General Fund – General Fund reserves will be assigned on the balance sheet. Reserves are allocated as follows:

   a. Contingency Reserve – will equal ninety (90) days, or 25%, of current year budgeted operating expenditures designated for emergency use only.

   Compliance Status – General Fund 90 day Reserve FY2027 in compliance.

   b. Revenue Stability Reserve – will equal up to 10% of current year budgeted operating expenditures. The reserve will be designated to temporarily offset a decline in any General Fund revenue source during the current fiscal year or in planning the future budget year. The reserve may be used when growth in any General Fund revenue source from one fiscal year to the next is below projections. The reserve will be available to support only existing programs approved in a prior fiscal year.

   Compliance Status – General Fund Stability Reserve FY2027 at 8%.

   c. Master Development Fee Reserve – The City collects Master Development Fees as one-time payment for the impact on City services from a large set of residential units in the City's extra-territorial jurisdiction. The City will reserve these fees below line in the General Fund for one-time expenses such as special projects related to development. Eligible expenses include, but are not limited to: planning studies, construction and maintenance of streets, sidewalks, trails, and parks.

3. Tourism Fund – A minimum ninety (90) days of operating expenditures will be reserved within the fund balance. These funds are designated to be used to offset any potential revenue shortfall that occurs during the fiscal year.

   Compliance Status – Tourism Fund Operating Reserve FY2027 in compliance.

   Excess revenues or expenditure savings may be reserved for future capital infrastructure, capital equipment, one-time programs and studies, or other appropriate one-time uses eligible for hotel occupancy tax expense.

4. Joint Services Fund – A minimum ninety (90) days of operating expenses will be reserved for unexpected delays in revenue or emergency expenses.

Compliance Status – Joint Services Fund Reserve FY2027 in compliance.

5. Fleet Fund – A minimum ninety (90) days of operating expenses will be reserved for unexpected delays in revenue or emergency expenses.

   Compliance Status – Fleet Fund Reserve FY2027 in compliance.

6. Facilities Fund - A minimum ninety (90) days of operating expenses will be reserved for unexpected delays in revenue or emergency expenses.

   Compliance Status – Facilities Fund Reserve FY2027 in compliance.

7. Information Technology Fund - A minimum ninety (90) days of operating expenses will be reserved for unexpected delays in revenue or emergency expenses.

   Compliance Status – IT Fund Reserve FY2027 in compliance.

8. Water Services Fund – The Water Fund will maintain the following reserves and assign them on the balance sheet. These reserves are designated to be used to offset potential revenue shortfalls or fund unexpected or emergency expenses that occur during the fiscal year.

   a. Operations Contingency Reserve – A minimum ninety (90) days or 25% of operating expenses, including wholesale water contracts and transfers out, designated for unexpected or emergency use during the fiscal year. The targeted reserve amount is 120 days, and the maximum amount is 365 days.

      Compliance Status – Operating Water Fund Reserve FY2027 in compliance.

   b. Non-Operating Contingency Reserve – to maintain continuity of debt payments, capital projects and to begin recovering from a natural disaster during the lag time of revenue recovery. This reserve will be a minimum of 50% of the annual debt service in each fiscal year.

      Compliance Status – Non-operating Water Fund Reserve FY2027 in compliance.

   c. Impact Fee Reserve – Impact fees are restricted revenues that may be used for eligible capital project and debt payment expenditures. The City conservatively plans for the use of impact fees by reserving all impact fees received in the current budget year, reconciling the impact fee "child" fund after the annual audit is complete, and appropriating received impact fees towards projects or debt service in future fiscal years.

9. Stormwater Drainage Fund – The Stormwater Fund will maintain the following reserves and assign them on the balance sheet:

   a. A minimum ninety (90) days or 25% of operating expenses, will be reserved in fund balance. These funds are designated to be used to offset any potential revenue shortfall that occurs during the fiscal year.

      Compliance Status – Contingency Reserve FY2027 in compliance.

b. A debt service reserve equal to 1x the upcoming debt service payment for existing debt (example - FY2020 reserve = FY2021 debt payment before new sale).

Compliance Status – Debt Service Reserve FY2027 in compliance.

10. Environmental Services Fund – The Environmental Services Fund will maintain the following reserves and assign them on the balance sheet:

c. A minimum ninety (90) days or 25% of operating expenses, will be reserved in fund balance. These funds are designated to be used to offset any potential revenue shortfall that occurs during the fiscal year.

Compliance Status – Contingency Reserve FY2027 in partial compliance. It will take several years to build up this reserve through cost of service rate increases.

d. A debt service reserve equal to 1x the upcoming debt service payment for existing debt (example - FY2020 reserve = FY2021 debt payment before new sale).

Compliance Status – Debt Service Reserve FY2027 in compliance.

11. Electric Fund – The Electric Fund will maintain the following reserves and assign them on the balance sheet:

a. Operations Contingency Reserve – A minimum ninety (90) days or 25% of operating expenses, designated for unexpected or emergency use during the fiscal year. This reserve excludes purchased power expenses. This reserve includes labor expenses for capital projects. The targeted reserve amount is 120 days, and the maximum amount is 365 days.

Compliance Status – Operating Contingency reserve FY2027 in compliance.

b. Rate Stabilization Reserve – An amount to adequately mitigate the financial risks posed by the wholesale power market, with a target of 4 months (120 days) of the average monthly purchased power costs for the budgeted year. The purpose of this reserve is to protect against energy market exposure and volatility, and to maintain wholesale power contracts and stability until expenses are recovered through revenue generated in the Power Cost Adjustment Factor.

Compliance Status – Rate stabilization reserve FY2027 in compliance.

c. Non-Operating Contingency Reserve – to maintain continuity and begin recovery process from a natural disaster during the lag time of revenue recovery:
- 1% of historical rate base (total capital assets net of accumulated depreciation)
- A minimum of 25% of the current year CIP for Ordinary Replacement
- At least 50% of annual debt service payment

Compliance Status – Non-operating reserve FY2027 in compliance.

d. Uses of Unanticipated and Unappropriated Electric Fund Balances – In the event that fund balance in the Electric Fund exceeds recommended minimum cash as enumerated in the above reserves, the funds may be used for the following purposes as approved by the City Council:
- Reduce the Power Cost Adjustment

- Reduce outstanding utility debt
- Fund capital projects
- Fund other one-time projects or equipment
- Increase reserves

12. Airport Fund – The Airport Fund will maintain the following reserves and assign them on the balance sheet:
    a. A contingency reserve of ninety (90) days of operating expenses will be maintained in the fund for unforeseen or emergency expenditures. The reserve will represent all operating expenses minus fuel costs and any transfers.

    Compliance Status – Contingency Reserve FY2027 in compliance.

    b. A debt service reserve equal to 1x the upcoming debt service payment for existing debt (example - FY2020 reserve = FY2021 debt payment before new sale).

    Compliance Status – Debt Service Reserve FY2027 in compliance.

13. GEDCO Fund –
    a. A contingency reserve equal to 25% of budgeted sales tax revenue.
    Compliance Status – Contingency Reserve FY2027 in compliance.

    b. A debt service reserve equal to 1x the upcoming debt service payment for existing debt (example - FY2020 reserve = FY2021 debt payment before new sale).

    Compliance Status – Debt Service Reserve FY2027 in compliance.

14. GTEC Fund –
    a. A contingency reserve equal to 25% of budgeted sales tax revenue.

    Compliance Status – Contingency Reserve FY2027 in compliance.

    b. A debt service reserve equal to 1x the upcoming debt service payment for existing debt (example - FY2020 reserve = FY2021 debt payment before new sale).

    Compliance Status – Debt Service Reserve FY2027 in compliance.

15. Rivery TIRZ Fund – A debt service reserve equal to 1x the upcoming debt service payment for existing debt (example - FY2020 reserve = FY2021 debt payment before new sale).

    Compliance Status – Debt Service Reserve FY2027 in compliance.

16. Downtown TIRZ Fund – A debt service reserve equal to 1x the upcoming debt service payment for existing debt (example - FY2020 reserve = FY2021 debt payment before new sale).

    Compliance Status – Debt Service Reserve FY2027 in compliance.

17. General Debt Service Fund – A reserve equal to 30 days of the prior annual debt service requirement, in accordance with IRS guidelines.

    Compliance Status – Debt Fund Reserve FY2027 in compliance.

For all other funds, the fund balance is an indication of the balance of each particular fund at a specific time. The ultimate goal of each such fund is to have expended the fund balance at the conclusion of the activity for which the fund was established.

Reserve requirements will be calculated as part of the annual budget process and any additional required funds to be added to the reserve balances will be appropriated within the budget.

Funds in excess of the minimum reserves within each fund may be expended for City purposes at the will of the City Council once it has been determined that use of the excess will not endanger reserve requirements in future years. This action requires an amendment to the City's Annual Budget and is outlined in *Section III. J. Use of Unanticipated and Unappropriated General Fund Balances.*

B. Liabilities and Receivables – Procedures will be followed to maximize discounts and reduce penalties offered by creditors. Current liabilities will be paid within 30 days of receiving the invoice. Accounts Receivable procedures will target collection for a maximum of 60 days of service. The Chief Financial Officer is authorized to write-off non-collectible, non-utility accounts that are delinquent for more than 180 days, and utility accounts delinquent more than 180 days, provided proper delinquency procedures have been followed, and include this information in the Annual Financial Report to the City Council.

C. Capital Project Funds – Every effort will be made for all monies within the Capital Project Funds to be expended in a timely manner, preferably within thirty-six (36) months of receipt. Due to the long timeline of some projects, unused cash or bond proceeds will be reserved on the fund schedule and appropriated when needed. The fund balance will be invested, and income generated will offset increases in construction costs or other costs associated with the project. Capital project funds are intended to be expended totally, with any unexpected excess to be approved for use according to the bond covenant and opinion of bond counsel.

D. Investment of Reserve Funds – The reserve funds will be invested in accordance with the City's investment policy.

E. Ratios Analysis – Ratios and significant balances will be incorporated into the annual bond rating book for the Electric and Water Funds. The following ratios/balances will be used as key financial indicators:

- Revenue Bond Covenant Debt Coverage Ratio
- Rating Agency Days Cash on Hand
- Rating Agency Fixed Cost Coverage Ratio / Coverage of Full Obligations
- Rating Agency Leverage Ratio

The City will develop minimum/maximum levels for the above ratios/balances through analyzing of City historical trends and future projections as part of the cost of service and five-year forecast modeling process.

XVI. RISK MANAGEMENT AND INTERNAL CONTROLS

A. Written Procedures – Wherever possible, written procedures will be established and maintained by the Chief Financial Officer for all functions involving cash handling and/or accounting throughout the City. These procedures will embrace the general concepts of fiscal responsibility set forth in this policy statement.

B. Internal Audit Program – An internal audit program will be maintained by the Chief Financial Officer to ensure compliance with City policies and procedures and to prevent the potential for fraud.

1. Departmental Audits – departmental processes will be reviewed to ensure dual control of City assets and identify the opportunity for fraud potential, as well as, to ensure that departmental internal procedures are documented and updated as needed.

2. Employees or Transaction Review – Programs to be audited include Petty Cash, City Credit Card accounts, time entry, and travel. All discrepancies will be identified, and the employee's Director will be notified. The City Manager will also be notified depending on the seriousness of the infraction.

3. Fraud Awareness and Reporting – The City will maintain its personnel policy regarding fraud. They will maintain an arrangement with a third party for anonymous reporting of fraud, waste, or abuse of City resources. The City will provide training to all City employees on recognizing and reporting fraud.

4. The Chief Financial Officer and City Manager will present an annual audit plan to the Audit and Finance Sub-Committee. Results of all internal audits will be provided to the Sub-Committee and City Council at year-end.

C. Directors Responsibility – Each Director is responsible for ensuring that good internal controls are followed throughout their department, that all Finance Division directives are implemented and that all independent auditor internal control recommendations are addressed. Departments will develop and periodically update written internal control procedures.

D. Cybersecurity – The Information Technology department shall regularly assess new forms of security risk and maintain multiple layers of protections and controls to thwart cyber attacks. The City will provide regular cybersecurity awareness training for all employees.

E. Electric Utility Risk – Chapter 13.38 of the City's Code of Ordinances establishes Council's authority to oversee all risk of the Electric utility including Congestion Revenue Rights auctions, wholesale power agreements, futures contracts, and other transactions that expose the City to significant risk.

Fiscal and Budgetary Policy

Adopted: September 89, 20265

I. PURPOSE

The City of Georgetown is committed to financial management through integrity, prudent stewardship, planning, accountability, transparency and communication. The broad purpose of the Fiscal and Budgetary Policies is to enable the City and its related component units, including the Georgetown Transportation Enhancement Corporation (GTEC) and the Georgetown Economic Development Corporation (GEDCO), to achieve and maintain a long-term stable and positive financial condition, and provide guidelines for the day-to-day planning and operations of the City's financial affairs.

Policy scope generally spans areas of accounting, operational and capital budgeting, revenue and expenditure management, financial reporting, internal controls, investment and asset management, debt management and forecasting. This is done in order to:

A. Demonstrate to the residents of Georgetown, the investment community, and the bond rating agencies that the City is committed to a strong fiscal operation;

B. Provide precedents for future policy-makers and financial managers on common financial goals and strategies;

C. Fairly present and fully disclose the financial position of the City in conformity to generally accepted accounting principles (GAAP); and

D. Demonstrate compliance with finance-related legal and contractual issues in accordance with the Texas Local Government Code and other legal mandates.

These policies will be reviewed and updated annually as part of the budget preparation process.

II. FUND STRUCTURE AND BASIS OF BUDGETING

The budgeted funds for the City of Georgetown include:

Governmental Funds:

General Fund which accounts for all financial resources except those required to be accounted for in another fund, and include basic governmental services, such as Street Maintenance, Planning and Development, Police, Fire, and Parks.

Special Revenue Funds (SRF) account for specific revenues that are legally restricted for specified purposes. Examples include Tourism, Parkland Dedication, Library Donations, and Street Maintenance Sales Tax.

Debt Service Fund is used to account for the payment of general long-term debt principal and interest.

Capital Project Funds are used to account for the acquisition or construction of major capital facilities other than those financed by enterprise activities.

Proprietary Funds:

Internal Service Funds account for goods or services provided by one internal department to another. The City uses this system to recognize cost for fleet replacement and maintenance, facility maintenance, computer replacement and maintenance and employee health insurance costs.

Enterprise Funds include the City's business like activities: electric, water and wastewater, drainage, solid waste and the airport.

Basis of Accounting and Basis of Budgeting

The City accounts and budgets for all **Governmental Funds** using the *modified accrual basis of accounting*. This basis means that revenue is recognized in the accounting period in which it becomes available and measurable, while expenditures are recognized in the accounting period in which the liabilities are incurred. Because the appropriated budget is used as the basis for control and comparison of budgeted and actual amounts, the basis for preparing the budget is the same as the basis of accounting. Exceptions to the modified accrual basis of accounting include:

- Grants, which are considered revenue when awarded, not received
- Principal and interest on long-term debt, which are recognized when paid.

Proprietary Funds are accounted and budgeted using the full-accrual basis of accounting. Under this method, revenues are recognized when they are earned and measurable, while expenses are recognized when they are incurred regardless of timing or related cash flows. The basis for preparing the budget is the same as the basis of accounting except for principal payments on long-term debt and capital outlay which are treated as budgeted expenses. Exceptions include:

- Depreciation which is not budgeted
- Non-budgeted accruals such as compensated absences.

III. OPERATING BUDGET

Budgeting is an essential element of the financial planning, control and evaluation process of municipal government. The operating budget is the City's annual financial operating plan. The annual budget includes all of the operating departments of the General Fund, proprietary funds, debt service funds, special revenue funds, and capital improvement funds of the City.

A. Form of Government – The *Charter (Section 1.03)* established a Council-Manager Government wherein the City vests power in the City Council to "enact legislation, adopt budgets, determine policies, and appoint the City Manager who shall execute the laws and administer the government of the City."

B. Comprehensive Plan – The *Charter (Section 1.08)* requires that the City Council "establish comprehensive planning as a continuous and ongoing governmental function in order to promote and strengthen the existing role, processes and powers of the City of Georgetown." The current comprehensive plan is the 2030 Plan adopted in 2006 and updated in 2020.

C. Preparation – The *Charter (Section 6.02)* requires "a proposed budget prepared by the City Manager and submitted to the City Council at least thirty days prior to the end of the fiscal year. The budget shall be adopted not later than the twenty-seventh day of the last month of the fiscal year. No budget will be adopted or appropriations made unless the total estimated revenues, income and funds available shall be equal to or in excess of such budget or appropriations, except otherwise provided."

1. Proposed Budget – A proposed budget shall be prepared by the City Manager with participation of all of the City's Directors within the provision of the *Charter* and the 2030 Plan.

   a. The budget shall include four basic segments for review and evaluation:

      - Revenue
      - Personnel Costs
      - Operations and Maintenance Costs
      - Capital and other non-project Costs

   b. The budget review process will include City Council participation in the development of each segment and allow for resident participation in the process, and will allow for sufficient time to address policy and fiscal issues by the City Council.

   c. A copy of the proposed and approved budgets will be filed with the City Secretary when it is submitted to the City Council and will be available on the City's website.

2. Adoption – Upon finalization of the budget appropriations, the City Council will hold a public hearing, and subsequently adopt by Ordinance the final budget as amended. The budget will be effective for the fiscal year beginning October 1st.

   The Annual Budget document will be submitted annually to the Government Finance Officers Association (GFOA) for evaluation and consideration for the Distinguished Budget Presentation Award.

D. Balanced Budget – The goal of the City is to adopt and maintain a balanced operating budget using sustainable funding sources that are expected to continue to be available in subsequent fiscal years. Excess balances in operating funds from previous fiscal years shall remain in the fund in which they were appropriated until either such excess balances are proposed and adopted pursuant to *Section III. C. Preparation* of this policy; until they are used to reduce outstanding debt obligations of the City; or both.

The *Charter (Section 6.04)* requires that an operating deficit created in any fiscal year shall be paid off and discharged during the following year. In practice, deficit has been interpreted to mean City funds as a whole. The City Council may choose from time to time to allow individual funds to have a negative balance as long as Operating Reserve requirements for the City as a whole are maintained.

E. Planning – The budget process will be coordinated so that major policy issues are identified prior to the budget approval date. This will allow City Council adequate time for consideration of appropriate decisions and analysis of financial impacts.

F. Reporting – Summary financial reports will be presented to the City Council quarterly. These reports will be in a format appropriate to enable the City Council to understand the overall budget and financial status.

G. Control and Accountability – Each Director, appointed by the City Manager, will be responsible for the administration of his/her departmental budget. This includes accomplishing the Goals and Objectives adopted as part of the budget and monitoring each department budget for revenue collections and compliance with spending limitations. Directors may transfer funds up to $25,000 within the operations and maintenance or capital line items within a departmental budget category with approval from Finance. Cost Center Managers may transfer funds up to $5,000 within the operations and maintenance or capital line items within a cost center with approval from Finance. All transfers from or to the Personnel line items require approval of the Chief Financial Officer and City Manager. All other transfers of appropriation or budget amendments require either City Council or City Manager approval as outlined in *Section III.G Budget Amendments* and *Section V.C.4 Use of Excess Salary Savings*.

H. Budget Amendments – The *Charter (Section 6.04)* and the Local Government Code 102.009 and 102.010 provide a method to amend the budget for emergency appropriations and municipal purposes. The City Council may authorize, with a majority plus one vote, an amendment to the original budget. This may be done in cases of grave public necessity, or to meet an unusual and unforeseen condition that was not known at the time the budget was adopted. The following criteria will be used in evaluation of budget amendments:

- Is the request necessary?
- Why was the item not budgeted in the normal budget process?
- Why can't a transfer be done within the Division to remedy the condition?

The Chief Financial Officer must certify availability of revenues or funding sources prior to adoption.

If needed, the City will amend the budget at year end for increased revenue and for expenditures that exceeded budgeted amounts. The City may also amend the budget for any capital project timing adjustments from prior year, as well as any other known adjustments needed and approved at that time.

I. Contingency Appropriations – The budget may include contingency appropriations within designated operating department budgets. These funds are used to offset expenditures for unexpected maintenance or other unanticipated expenses that might occur during the year. Currently, the City maintains contingency appropriations for items such as insurance deductibles, unexpected legal expenses and equipment repairs.

The General Fund, General Government Contracts Cost Center, contains a $300,000 appropriation for emergency circumstances. The purpose of this contingency is for use during locally declared disasters as a short-term temporary measure to fund emergency supplies or services until a long-term solution is developed. Since these funds are appropriated, the Council is authorizing the City Manager or Acting City Manager, in partnership with the Finance Division, to approve use of these funds. Whenever possible, the Mayor will be consulted prior to use. Council will be informed of the purpose and circumstances of use within 48 hours. The public will be informed of purpose and use as soon as practically possible. When these funds are used, they should be restored as soon as practically possible from grant reimbursements, additional revenues, one-time expense savings or other appropriate sources.

J. Use of Unanticipated and Unappropriated General Fund Balances – Within 90 days after fiscal year end, staff will report the projected General Fund balance to Council. In the event that unexpected, unbudgeted amounts are determined to be available in the General Fund after year end close, these funds may be used for any of the following one-time purposes that mitigate increases in property taxes, as approved by the City Council:

1. to fund capital projects;
2. to fund equipment purchases in lieu of issuing debt;
3. to reduce outstanding City debt, including bonded indebtedness and unfunded pension liabilities;
4. to fund contingent liabilities such as the benefit payout reserve, and similar obligations of the City;
5. to hold those funds in reserves for future commitments or contingencies that may be pending, and/or;
6. to fund one-time start-up programs or one-time studies.

IV. REVENUE MANAGEMENT

A. Characteristics – The City will strive for the following optimum characteristics in its revenue system:

1. Simplicity – The City, where possible and without sacrificing accuracy, will strive to keep the revenue system simple in order to reduce compliance costs for the taxpayer or service recipient.
2. Certainty – A knowledge and understanding of revenue sources increases the reliability of the revenue system. The City will understand its revenue sources and enact consistent collection policies to provide assurances that the revenue base will materialize according to budget.
3. Equity – The City shall make every effort to maintain equity in its revenue system; i.e., the City should seek to minimize or eliminate all forms of subsidization between entities, funds, services, utilities, and customer classes, and ensure an on-going return on investment for the City.
    a. The City will make every effort to recognize the benefit that City tax payers contribute to City programs and services.
    b. The Parks and Recreation Department maintains a separate policy on cost recovery goals. This policy will be regularly reviewed and approved by the council.
4. Revenue Adequacy – The City should require there be a balance in the revenue system; i.e., the revenue base will have the characteristics of fairness and neutrality as it applies to cost of service, willingness to pay, and ability to pay.
5. Realistic and Conservative Estimates – Revenues will be estimated realistically, and conservatively, taking into account the volatile nature of various revenue streams.
6. Administration – The benefits of a revenue source should exceed the cost of levying and collecting that revenue.
7. Diversification and Stability – A diversified revenue system with a stable source of income shall be maintained. This will help avoid instabilities in revenue sources due to factors such as fluctuations in the economy and variations in the weather.

B. Other Considerations – The following considerations and issues will guide the City in its revenue policies concerning specific sources of funds:

1. Cost/Benefit of Incentives for Economic Development – The City will use due caution in the analysis of any incentives that are used to encourage development. A cost/benefit (fiscal impact) analysis will be performed as part of the evaluation.

2. Non-Recurring Revenues – One-time or non-recurring revenues should not be used to finance current ongoing operations.

3. Sustainable Revenues – Sustainable means revenue that is consistently available year after year, and includes revenues realized subsequent to adopted projections.

4. Property Tax Revenues – Annually, the City will forecast property tax revenue as part of the budget process. Certified Assessed Value Reports from the Williamson Central Appraisal District are used to forecast property tax. The City will comply with State law regarding publication notices and Truth in Taxation requirements.

5. Interest Income – Interest earned from investments will be distributed to the funds in accordance with the average daily cash balance of the fund from which the monies were provided to be invested.

6. User-Based Fees and Service Charges – For services associated with a user fee or charge, the direct or indirect costs of that service will be offset by a fee where possible. The City will review fees and charges no less than once every five years on a rotating schedule to ensure that fees provide adequate coverage for the cost of services. The City Council will determine how much of the cost of a service should be recovered by fees and charges.

7. Enterprise Activity Rates – The City will review and adopt utility and airport rates as needed to generate revenues required to fully cover operating expenses, meet the legal requirements of all applicable bond covenants, and provide for an adequate level of working capital. Enterprise rates will be reviewed annually as part of the budget process. A rate study will be conducted no less than every 3 years to review rate methodology and ensure revenues will meet future needs. All enterprise rates will be based on standardized cost of service methodologies and conservation goals.

    a. **Water Rates** will recognize at least 50~~65~~% of the identified fixed costs of service, including debt payments and Payment in Lieu of Taxes costs, within the monthly base charge determined by meter size plus 75~~90~~% with the first customer tier. Volumetric charge will recognize the balance of fixed costs not included in the base rate, plus all variable costs associated with procuring and treating water and enforcing conservation compliance goals.

    b. **Wastewater Rates** are fixed for all residential customers based on the cost of providing services. Commercial customer rates are fixed and volumetric depending on size and specifications of each commercial customer.

    c. **Electric Rates** include 100% of fixed costs within the base rate, and demand rates, with all variable costs included in the kWh rate.

        - The Power Cost Adjustment (PCA) Factor and Transmission Cost Adjustment (TCA) Factor are determined by comparing forecasted costs against actual costs in a budget year, and seek to recover/credit variances within 6 to 12 months.

- The Very Large Commercial & Industrial Energy Rate Rider is used to recover the Utility's net hedging cost for serving very large-load customers with an installed capacity between 10 – 51 MW. The target account balance for the rate rider is 1% of anticipated total revenues from the Very Large Commercial & Industrial customer class. The City Manager, General Manager or their respective designees are responsible for making periodic adjustments to the Energy Rate Rider, which will be based upon two (2) months of actual power supply costs and six (6) months of forecasted future costs to serve the customers in the Very Large Commercial and Industrial Service class and the cumulative Energy Rate Rider account balance. Changes to the Energy Rate Rider shall have the objective of maintaining a positive cumulative Energy Rate Rider account balance.
- For reference, see Code of Ordinances 13.04.075 and 13.04.080 and 13.04.046.

d. Stormwater Drainage Fees are based on a mathematical calculation using impervious cover and applied in compliance with State Law.

e. Solid Waste and Environmental Services Rates are based on the wholesale cost of service and retail incentives for conservation, the cost to renovate the transfer station, a return to the General Fund for wear and tear of heavy trucks on City streets, a franchise fee, an administrative allocation for managing the solid waste contract and solid waste departmental programing, and adequate reserves.

f. Airport Fuel and Lease Rates – fuel rates are based on the cost of the fuel plus a profit margin to fund operations; lease rates are based on the appraisal of the land or facility plus an escalation for consumer price index and used to fund operations, capital improvement, contingency, and debt service requirements.

8. Internal Cost Recovery Fees – Additionally, enterprise activity rates will include transfers to and receive credits from other funds as follows:

a. General and Administrative Charges – Administrative costs should be charged to all funds for services of general overhead, such as administration, finance, customer billing, legal and other costs as appropriate. These charges will be determined through an indirect cost allocation following accepted practices and procedures and reviewed annually by the City's external auditors.

b. Payment for Franchise of Right of Way and Payment in Lieu of Taxes – The intent of these transfers to the General Fund are to provide a benefit to the citizens for the ownership of the various utility operations.

Water, Wastewater, Irrigation, Solid Waste and Stormwater Drainage

- *In-Lieu-of-Franchise-Fee.* 3% of operating revenues from Charges, Connect Fees, Tap Fees, Penalties and Late Fees.

- *Payment in Lieu of Taxes (PILOT).* The transfer is calculated at 7% of operating revenues from Charges, Connect Fees, Tap Fees, Penalties and Late Fees.

Electric

For customers inside the City, the franchise fee is $0.002947/kWh sold. The payment in lieu of taxes for customers inside the City is 7% of gross revenue of the base monthly charge, and $0.007253/kWh sold. For customers outside the City, there is no franchise fee to the City of Georgetown; however, those customers may be subject to franchise fees in the jurisdiction in which they reside. Outside the City customers are charged a payment in lieu of taxes equal to 7% of gross revenue of the base monthly charge, and $0.0102/kWh sold.

9. Revenue Monitoring – Received revenues will be regularly compared to budgeted revenues and variances will be investigated, and any abnormalities will be included in the quarterly report to the City Council.

10. Other Funding Alternatives

When at all possible, the City will research alternative funding opportunities prior to issuing debt or increasing user-related fees.

a. Grants – All grant applications must be approved by the City Council prior to being submitted to a granting agency. Prior to submittal to Council, departments will verify that the benefits of the grant exceed the cost of grant administration and will also provide the required grant forms to Finance for review in accordance with the Grant Acquisition, Management, and Compliance Policy. Finance will review and sign the forms which provides detailed information including, but not limited to, the term of the grant, any matching requirements, the resulting operational requirements once the grant is discontinued, and a budget request detailing the line items to be effected, all of which should be included in the Council agenda item packet requesting approval to apply. The City Council must also authorize acceptance of any grant awards received.

b. Use of Reserve Funds – The City may authorize the use of reserve funds to potentially delay or eliminate a proposed bond issue. This may occur due to higher than anticipated fund balances in prior years, thus eliminating or reducing the need for debt proceeds, or postpone a bond issue until market conditions are more beneficial or timing of the related capital improvements does not correspond with the planned bond issue. Reserve funds used in this manner are replenished upon issuance of the proposed debt.

c. Developer Contributions – The City will require developers who negatively impact the City's utility capital plans offset those impacts. These policies are further defined within the City's utility line extension policy and other development regulations.

d. Leases – The City may authorize the use of lease financing for certain operating equipment when it is determined that the cost benefit of such an arrangement is advantageous to the City.

e. Impact Fees – The City will impose impact fees as allowable under state law for transportation, water and wastewater services. These fees will be calculated in accordance with statute and reviewed at least every three years. All fees collected will fund projects identified within the Fee study and as required by state laws.

f. Donations - Donations or endowments received by the City will be processed according to the donations policy approved by City Council. Unless authorized stated in the donations policy or other agreement approved by the City Council, if the City receives a donation or endowment exceeding $100,000, a formal process shall be initiated in which City Council will be notified and

provided with all relevant details regarding the source and intent of the funds. City Council shall then deliberate and provide direction on the appropriate use, allocation, or appropriation of these funds, ensuring alignment with intent of the funds, community priorities, legal requirements, and strategic goals. No expenditure of such funds shall occur without Council's express approval.

V. EXPENDITURE MANAGEMENT

A. Appropriations – The point of budget control is at the department level budget for all funds. The *Charter (Section 6.03)* provides that any transfer of appropriation between funds must be approved by the City Council and that the City Manager, without City Council approval, is authorized to transfer appropriations among departments, within the same operational division and fund.

B. Expenditure Monitoring – Expenditures and encumbrances will be regularly compared to budget, variances will be investigated, and any abnormalities will be included in the quarterly report to the City Council. Projected year-end expenditures will be reported in the annual budget.

C. Personnel Costs – Costs related to salaries and benefits are budgeted at 100% total costs, assuming open positions are filled throughout the fiscal year. New positions that are added during the budget process may have staggered hire dates with appropriate costs reflected in the budget.

1. Vacancy Factor – Major Funds with Personnel Budgets will include a vacancy factor of at least 1% of total fund salaries and related benefits (retirement, FICA, Medicare) to offset salary savings within the budget. The vacancy factor will be budgeted as a negative expense within the fund. This factor will be reduced throughout the year as vacant positions are recognized within the department budget.

   Compliance Status – General Fund, Electric Fund, Water Fund and Joint Services Fund FY2027 in compliance.

2. Benefit Payout Reserve – The City will establish a benefit payout reserve equal to 15% of the accrued benefit liability for employees in the General and Joint Services Funds who are currently eligible to retire. Only terminating employee benefit expenses may be paid from this reserve. This reserve shall be funded as an offset to the vacancy factor.

   Compliance Status – Benefit payout reserve FY2027 in compliance.

3. Position Control – The annual budget includes a set number of positions within departments when approved and adopted by City Council. Additional positions cannot be added without approval of the City Council. The City Manager may approve the transfer of authorized positions between departments if funds are available within the department.

   The City Manager may designate a number of placeholder positions in the position control schedule to be available for use throughout the year to respond to service areas with pressure or unusual hiring environment circumstances. The position control schedule is approved by Council as part of the budget adoption process. The position control schedule and the expense budget will be amended by Council to reflect mid-year changes as soon as practical.

4. Use of Excess Salary Savings – Departmental savings generated due to open positions or other salary line item savings cannot be spent by the department unless previously approved by the City Manager and validated by Finance as excess funds.

D. Special Purpose Funding – In order to support community assistance programs, the City designates specific funding for special purposes, including Strategic Partnerships for Community Services, and Public Art. The City reserves the ability to cap this special purpose funding when necessitated by budget contingency or compliance issues, such as revenue shortfalls, or other reasons as determined by City Council.

1. Strategic Partnerships for Community Services – The City of Georgetown values partnerships with organizations that are committed to addressing our communities' greatest public challenges and has identified key partners like the Williamson County Children's Advocacy Center

The City has targeted funding for these partnerships that are determined as a part of the annual budget development process.

Compliance Status – FY2027 in compliance.

D. Public Art Funding – The City may annually allocate up to 15% of Hotel Occupancy Tax funding for Public Art in the Tourism Fund.

Compliance Status – FY2027 in compliance.

Every effort will be made to include public art funding in future City facilities whose primary purpose is for public use. These projects will include a reasonable allowance for public art that fits the scope and purpose of the building so long that it does not negatively impact the project cost beyond the original budget. In the event there is cost savings in the construction of City Facilities, the City Council may consider utilizing that savings on the purchase of public art for the facility.

E. Purchasing – The City will maintain and regularly review written Purchasing Policies. All City purchases of goods or services will be made in accordance with the City's Charter, current Purchasing Policy and with State law.

The following table shows a summary of requirements for purchases of goods and services and does not substitute the formal Purchasing Policies.

Dollar Limits:	Procurements:	Requirements:
$3,000 and less	Under the small purchase limit	No competitive bids and City credit cards may be used.
$3,000.01 up to $50,000	Within informal bid limit	No competitive bids; Historically Underutilized Business (HUB) requirements apply in accordance with state law.
$50,000.01 up to $100,000	Within informal bid limit	A minimum of three informal solicitation for bids required unless exempted; Historically Underutilized Business (HUB) requirements apply in accordance with state law.
$100,001 and above	In excess of the informal bid limit	Formal competitive solicitations, which includes public notices, required unless exempted. Advisory board review and recommendation *may* be required. Council approval required.

Common exemptions to the formal competitive solicitation process include the procurement of professional services, the purchase of goods or services from a sole source provider, and purchases for public health emergencies (Texas Local Government Code 252.022).

In addition to the above, all purchases must be approved according to signature authority limits.

F. Contracts, Change Orders and Amendments – Contracts and related change orders and amendments must follow the City's Purchasing Policies, Authority to Contract ordinance (Chapter 4.08 Code of Ordinances), and State Law. Contract term lengths should balance the need for value as well as the ability to respond to changing conditions.

G. Prompt Payment – In accordance with State Law, all invoices approved for payment by the proper City authorities shall be paid within thirty (30) calendar days of receipt of goods or services or invoice date, whichever is later in accordance with State law. The City will take advantage of all purchase discounts, when possible.

H. Risk Management – The City will pursue every opportunity to provide for the Public's and City employees' safety and to manage its risks. The goal shall be to minimize the risk of loss of resources through liability claims with an emphasis on safety programs.

I. Retirement Benefits – Proposals to revise benefits administered and provided by the Texas Municipal Retirement System shall include a written description and a detailed and summary numerical assessments of the changes that would result from the proposed benefit revision.

1. The numerical assessments shall include the following:

   a. The estimated change to the TMRS contribution rate that would result from the proposed change in benefits, expressed as a percentage of employee pay and as an annual dollar amount to the General Fund and to each City fund.

b. The estimated change to the City's unfunded pension liability, expressed as a dollar amount.

c. The estimated change to the City's actuarial funding ratio.

2. The description and numerical assessments must be provided to the City Council at least 72 hours prior to consideration and approval and must be read aloud to the Council prior to Council consideration.

3. The estimated changes to the City's contribution rate and the unfunded pension liability presented pursuant to the section must be based on information provided by the TMRS actuary or by a professional actuary authorized by the TMRS to provide such information.

4. Proposals to revise TMRS benefits must be voted on individually as part of the City Council's legislative agenda.

5. The City will amortize any unfunded actuarial liability (UAAL) over a period not to exceed the amortization period used by the TMRS actuary. The City may amortize its UAAL more quickly by making contributions to TMRS in excess of the rate specified by TMRS.

6. The City may elect to pay a higher contribution rate than required by the TMRS, to reduce the City's unfunded pension liability. Such payment will be approved and authorized by the City Council as part of the City's annual budget process.

J. Retirement Cost-of-Living Adjustment

1. Within 60 days of when the TMRS annual funding update becomes available each year, staff will review and may prepare a summary of costs and options for potential cost-of-living adjustment (COLA) for City of Georgetown retirees.

2. Consistent with state statutes governing the Texas Municipal Retirement System, the City may provide an automatic COLA for members of the TMRS who are retired from the City of Georgetown and receiving a monthly retirement benefit from the TMRS.

3. The City Council may adjust the COLA provided to city retirees based upon the funding level of the City's pension plan, as calculated by the TMRS, and review of a cost/benefit analysis, as follows:

When the funding level of the City's pension plan is	The COLA should be
Less than 70.0%	Zero
70.0% to 79.9%	0.3% of CPI
80.0% to 89.9%	0.5% of CPI
90.0% and greater	0.7% of CPI

4. Adjustments made pursuant to *Subsection J.3.* should reflect the reciprocal effect of the prospective change in the COLA on the funding level of the City's pension plan.

K. Deferred Compensation Benefits – In addition to the retirement benefit administered by the TMRS, the City will sponsor a Deferred Compensation 457 plan and ROTH plan, which are supplementary individual retirement savings plans. The City will encourage employee participation in these plans.

VI. STAFFING AND COMPENSATION

City Council and Management recognize the importance of attracting, hiring, developing, and retaining the best people, and compensating them for the value they create. Our outstanding and innovative City employees work diligently to bring the Vision of Council to life and deliver exceptional services to our customers while exemplifying our Core Values. The following programs are subject to available funding in the annual operating budget.

A. Adequate Staffing – Staffing levels will be adequate for the fiscal functions of the City to operate effectively. Workload allocation alternatives will be explored before adding additional staff.

B. Competitive Compensation – In order to maintain a competitive pay scale, the City has implemented a *Competitive Employee Compensation Maintenance* Program to address competitive market factors and other issues impacting compensation. The program consists of:

1. Annual Pay Plan Review – To ensure the City's pay system is accurate and competitive within the market, the City will review its pay plans annually for any potential market adjustments necessary to maintain the City's competitive pay plans.

2. Pay for Performance – Each year the City will fund performance-based pay adjustments for regular non-Civil Service personnel. This merit-based program aids in retaining quality employees by rewarding their performance. Pay for Performance adjustments are based on the employee's most recently completed performance evaluation.

3. Civil Service Steps – Each year the City will fund anniversary step increases for Civil Service personnel consistent with their respective pay scale design.

C. Self-Insurance Program – The City is committed to providing quality healthcare insurance that offers flexibility in health benefits and options to its employees. In order to provide the most cost-effective solution, the City has determined that establishing a self-funded health insurance plan offers the greatest opportunity to mitigate future cost increases while offering quality health care services to its employees. The City has established a mechanism to manage the accounts and payments associated with this program. Per GASB Statement No. 66, such funding should be accounted for as an Internal Service Fund (ISF).

1. Employee Health Insurance ISF – This fund contains premium contributions from employees and budgeted health insurance contributions included in the City's annual budget process. To maintain stable revenue to this fund, and to clearly set expenditure expectations for departments, any budgeted appropriations for employee health insurance that are unused at the end of each fiscal year may be transferred back to the self-insurance fund after a review of financial metrics regarding historical actual trends, forecasts and reserve levels.

2. Self-Insurance Reserves – Annually through the budget process, staff and the City's Health Benefit Consultant firm will evaluate and recommend to Council the appropriate funding levels for two reserves.

   a. Incurred But Not Reported (IBNR) Reserve: In the event the City stopped self-insuring for health benefits and was required to pay incurred costs, the City will reserve no less than 10 percent and no more than 20% of the annual costs of claims, benefit administration and stop loss coverage.

      Compliance Status – IBNR reserve FY2027 in compliance.

   b. Rate Stabilization Reserve: To alleviate shocks to the City and employees due to sharp increases in health insurance costs, the City will reserve between 10 and 20 percent of annual medical claims, benefit administration and stop loss coverage. Staff and the benefits consultant will consider a 3-year forecast on premiums when determining to utilize the funds or rebuild the reserve.

      Compliance Status – Rate stabilization reserve FY2027 in compliance.

3. Employee Premiums – Annual premiums will be recommended to City Council through a collaborative process between the City's Employee Benefit Committee and external Health Benefits consulting firm using historical data, reserves history and other analytic analysis.

VII. FUND BALANCE POLICIES

The City's Fund Balance is the accumulated difference between assets and liabilities within **governmental funds**, and it allows the City to meet its contractual obligations, fund disaster or emergency costs, provide cash flow for timing purposes and fund non-recurring expenses appropriated by City Council. This policy establishes limitations on the purposes for which Fund Balances can be used in accordance with Governmental Accounting Standards Board (GASB) Statement Number 54.

The City's Fund Balance will report up to five components:

A. Non-spendable Fund Balance – includes inherently non-spendable assets that will never convert to cash, as well as assets that will not convert to cash soon enough to affect the current financial period. Assets included in this category are prepaid items, inventory and non-financial assets held for resale.
B. Restricted Fund Balance – represents the portion of fund balance that is subject to legal restrictions, such as grants or hotel/motel tax and bond proceeds.
C. Committed Fund Balance – describes the portion of fund balance that is constrained by limitations that the City Council has imposed upon itself, and remains binding unless the City Council removes the limitation.
D. Assigned Fund Balance – is that portion of fund balance that reflects the City's *intended* use of the resource and is established in a less formal method by the City for that designated purpose.
E. Unassigned Fund Balance – represents funds that cannot be properly classified in one of the other four categories.

VIII. LONG-TERM LIABILITY RESERVES

The City of Georgetown recognizes certain long-term unfunded commitments and contingencies that will require substantial funding at some point in the future. The City is committed to addressing these commitments in a

fiscally prudent method by acknowledging their future financial impacts and developing strategies and designated reserve funds to mitigate those future impacts.

A. The Chief Financial Officer will maintain a record of unfunded long-term liabilities through the Annual Comprehensive Financial Report and a record of reserve compliance through this fiscal policy document. Council may consider these unfunded commitments as part of the annual budget development process or mid-year budget amendment process.

IX. BUDGET CONTINGENCY PLAN

This policy is designed to establish general guidelines for managing revenue shortfalls resulting from local and national economic downturns that adversely affect the City's revenue streams.

A. Immediate Action – Once a budgetary shortfall is projected, the City Manager will take the necessary actions to offset any revenue shortfall with a reduction in current expenses. The City Manager may:

1. Freeze all new hire and vacant positions except those deemed to be a necessity.
2. Review all planned capital expenditures.
3. Delay all "non-essential" spending or equipment replacement purchases.

The City Manager shall report in a timely manner to the City Council the projected shortfall and the actions taken to resolve it.

B. Further Action – If the actions identified in subsection A are insufficient to offset the projected revenue deficit for the current fiscal year, the City Council may approve the following actions, in the order listed:

1. Apply unspent, unobligated surplus funds from prior fiscal years to fund one-time costs in the current fiscal year budget.

2. Authorize the use of the General Fund Revenue~~Economic~~ Stability Reserve, contingency reserves, capital reserves or any other reserves appropriate as outlined in the sections XII. CAPITAL MAINTENANCE AND REPLACEMENT and XV. FINANCIAL CONDITIONS, RESERVES, AND STABILITY RATIOS.

3. Direct other reductions in services, including workforce reductions.

4. Authorize a temporary reduction in one or more fund's contingency reserves from 90 days to 75 days.

C. Replenish Fund Balance – Generally, if any existing reserve is used as described above in the budget contingency plan, the reserve should be restored in the next fiscal year. If the restoration within one year is impractical or places an undo strain of City services, staff shall recommend to Council an alternative timeline that is subject to Council approval.

X. CAPITAL IMPROVEMENT PROGRAM (CIP) BUDGET

The City's goal is to maintain City facilities and infrastructure in order to provide excellent services to the customers within the community, meet growth related needs, and comply with all state and federal regulations.

A. Preparation – The City annually updates and adopts a five-year Capital Improvement Program (CIP) schedule as part of the operating budget adoption process. The plan is reviewed and adjusted annually as needed, and year one is adopted as the current year capital budget. The capital budget will include all capital projects, capital resources, and estimated operational impacts.

1. Needed capital improvements are identified through system models, repair and maintenance records and growth demands.

2. A team approach will be used to prioritize CIP projects, whereby City staff from all operational areas provide input and ideas relating to each project and its effect on operations.

3. Citizen involvement and participation will be solicited in formulating the capital budget through master planning processes, board meetings, public hearings and other forums.

4. Capital infrastructure necessary to meet the requirements of the City's Annexation Plan will be identified separately within the CIP plan, so that funding alternatives can be developed if needed.

Prior to Council approval, the following Advisory Boards will review the Capital Projects budget and contracts for expenditures:

Electric Utility Board	Water Utility Board	Parks Advisory Board	Georgetown Transportation Enhancement Corporation (GTEC)
Electric	Water Wastewater	Parks and Recreation	Transportation projects related to economic development

B. Control – All capital project expenditures must be appropriated in the capital budget.

C. Financing Programs – Where applicable, assessments, impact fees, pro rata charges, or other fees should be used to fund capital projects which have a primary benefit to specific identifiable property owners. Debt financing is referenced in *Section XIV. Debt Management* of this document and addresses how capital projects will be funded.

D. Debt will be addressed in Section XIV, but the City strives to balance debt funding with pay as you go funding and will use Council's discretionary funds for projects that qualify.

XI. CAPITAL MAINTENANCE AND REPLACEMENT

The City recognizes that deferred maintenance increases future capital costs. Therefore, a portion of all individual funds with infrastructure should be budgeted each year to maintain the quality within each system.

A. Infrastructure Maintenance — On-going maintenance and major repair costs are included as expense within the departmental operating budgets. These costs are generally considered system repairs and are not capitalized for accounting purposes. They include such items as park and recreation facility repairs, street repair, water line repairs and other general system maintenance.

B. Street Assets and Pavement Condition

The City will continue to hold elections for the Streets Maintenance Sales Tax every four years, as it is the main source of funding for street maintenance activity. The City will utilize the Pavement Condition Index (PCI) and require studies that are operationally logical, timely and feasible to perform adequate maintenance of the assets.

C. Internal Service Funds Capital Maintenance & Replacement – The City currently utilizes internal service funds to maintain and replace existing assets. Assessments are made to other funds for the use of existing equipment and to purchase new equipment. In this way, suitable funds are available for the purchase of operational assets without the issuance of debt.

1. Fleet Maintenance and Replacement – The City has a major investment in its fleet of cars, trucks, tractors, and other equipment. The City will anticipate replacing existing equipment, as necessary and will establish charges that are assigned to the using departments to account for the cost of that replacement. Vehicle maintenance is also allocated in this manner. The targeted asset replacement reserve amount is the average (1/5th) of the next five years on the replacement schedule for cash-funded governmental fund vehicles. Additional available balance above the capital reserve target may be used for one-time expenses, such as capital equipment for the Fleet Shop and costs related to renovating, constructing or expanding the existing Fleet building or a new Fleet related facility.

   Compliance Status – Fleet replacement reserve FY2027 in compliance.

   It is the general policy of the City not to hold back vehicles or equipment from replacement or disposition. Departmental requests to hold back units must be approved by the Fleet Manager and the City Manager.

2. Technology – It is the policy of the City to plan and fund the maintenance and replacement of its computer network and other technology systems. A reserve will be established within the ISF for replacement of major systems and will be funded over time through excess revenues within the Fund. The targeted amount is the average (1/5th) of the next five years on the replacement schedule. While cash funding is preferred, major IT systems and projects may require debt that is amortized over a shorter useful life appropriate for the software or hardware.

   Compliance Status – IT replacement reserve FY2027 in compliance.

3. Facilities Maintenance – The City has established an on-going maintenance program, which includes major repairs, equipment, as well as contracts for maintaining City facilities. The City has anticipated a useful life of such equipment and established a means of charging those costs to the various departments in order to recognize the City's continuing costs of maintaining its facilities. Determination for facility repairs is based on useful life of the various elements of each facility. A

proportional cost for each element is expensed within the budget for capital replacement. The targeted replacement reserve amount is the average (1/5th) of the next five years on the replacement schedule.

Compliance Status – Facilities replacement reserve FY2027 compliance.

D. Departmental Capital Maintenance & Replacement – The City also utilizes department capital maintenance and replacement schedules for specialized assets and equipment necessary to provide services.

1. Parks and Recreation – As part of the City's on-going maintenance program, the City also recognizes the need to regularly maintain and replace playgrounds, equipment and facilities that are part of the City's Parks and Recreation system. Separate replacement and maintenance schedules will be maintained for these items including, but not limited to, playground equipment, buildings, sport courts, trees and grounds, and restroom facilities. The City's goal is to provide level on-going funding to ensure safe, well-maintained facilities for its citizens. The capital equipment replacement schedule will be funded with short-term property-tax backed debt instrument, with term length consistent with useful life of the assets or shorter.

Compliance Status – Parks maintenance replacement FY2027 in compliance.

2. Cemetery Maintenance - The General Fund makes an annual transfer of $75,000 to the cemetery fund to assist with general operations and maintenance activity not covered through cemetery revenues.

3. Public Safety Equipment – As part of the City's on-going maintenance program, the City also recognizes the need to regularly maintain and replace specialized equipment in Police and Fire. Separate replacement and maintenance schedules will be maintained for these items including but not limited to for Fire: SCBA's and other firefighting equipment and protective gear; and for Police: bullet proof vests, armaments and other tactical equipment. The City's goal is to provide level on-going funding to ensure proper protection for employees and residents. The current funding level is an annual appropriation in the General Fund of $80,000 for Fire and $88,000 for Police.

Compliance Status – Public safety equipment replacement FY2027 in compliance.

E. Surplus Property

1. From time to time it is necessary to dispose of certain vehicles or equipment that have been procured with City funds and used in City services.

City staff will maintain reports and records of all surplus property dispositions in accordance with good internal controls.

XII. ACCOUNTING, AUDITING, AND FINANCIAL REPORTING

A. Accounting – The City is solely responsible for the recording and reporting of its financial affairs, both internally and externally. The Chief Financial Officer is responsible for establishing the structure for the City's Chart of Accounts and for assuring that procedures are in place to properly record financial transactions and report the City's financial position.

B. Audit and Finance Sub-Committee – The City may establish a subcommittee consisting of at least 3 City Council members that may meet quarterly to provide additional strategic oversight to the City's Finance operations. The City's Chief Financial Officer will be the liaison for this subcommittee.

C. Audit of Accounts – In accordance with the *Charter*, an independent audit of the City accounts will be performed every year. The auditor is retained by and is accountable directly to the City Council. The auditing firm will serve for up to 5 years, at which time, the City will re-bid these services and change firms if deemed necessary by Audit and Finance Sub-Committee and City Council.

D. External Reporting – Upon completion and acceptance of the annual audit by the City's auditors, the City shall prepare a written Annual Financial Report which shall be presented to the City Council within 180 calendar days of the City's fiscal year end. The report shall be prepared in accordance with Generally Accepted Accounting Principles (GAAP) and shall be presented annually to the Government Finance Officer Association (GFOA) for evaluation and consideration for the Certificate of Achievement in Financial Reporting.

XIII. ASSET MANAGEMENT

A. Cash Management and Investments – The City Council has formally approved a separate Investment Policy for the City of Georgetown that meets the requirements of the Public Funds Investment Act (PFIA), Section 2256 and 2257 of the Texas Local Government Code. This policy is reviewed annually by the City Council and applies to all financial assets held by the City and applies to all entities (component units) included in the City's Annual Financial Report and/or managed by the City. Refer to the separate policy for details regarding:

1. Statement of Cash Management Philosophy
2. Objectives
3. Safekeeping and Custody
4. Standard of Care and Reporting
5. Investment Strategies
6. Authorized Investments and Approved Broker/Dealer List.

B. Fixed Assets – These assets will be reasonably safeguarded and properly accounted for, and prudently insured.

1. Capitalization Criteria – For purposes of budgeting and accounting classification, the following criteria must be met in order to be capitalized:

   a. The asset owned by the City
   b. The expected useful life of the asset must be longer than one year, or extend the life of an identifiable existing asset by more than one year
   c. The original cost of the asset must be at least $5,000
   d. The asset must be tangible, or uniquely intangible like a trademark.

On-going repairs and general maintenance are not capitalized. Public Education and Government (PEG) Funds will capitalize assets in aggregate over $1,000 on an annual basis.

2. New Purchases – All costs associated with bringing the asset into working order will be capitalized as part of the asset cost. This will include startup costs, engineering or consultant type fees as part of the asset cost once the decision or commitment to purchase the asset is made. The cost of land acquired should include all related costs associated with its purchase. Appropriate personnel and overhead costs are capitalized in the Electric fund.

3. Improvements and Replacement – Improvements will be capitalized when they extend the original life of an asset or when they make the asset more valuable than it was originally. The replacement of assets components will normally be expensed unless they are a significant nature and meet all the capitalization criteria.

4. Contributed Capital – Infrastructure assets received from developers or as a result of annexation will be recorded as equity contributions when they are received.

5. Distributions Systems – All costs associated with public domain assets, such as streets and utility distribution systems, will be capitalized in accordance with the capitalization policy. Costs should include engineering, construction and other related costs including right of way acquisition. For the Electric Distribution system, all component parts associated with a capital project shall be accounted for and capitalized in accordance with the Federal Energy Regulatory Commission (FERC) guidelines. These are an exception to the capitalization criteria above.

6. Reporting and Inventory – The Finance Division will maintain the permanent records of the City's fixed assets, including description, cost, department of responsibility, date of acquisition, depreciation and expected useful life. Periodically, random sampling at the department level will be performed to inventory fixed assets assigned to that department. Responsibility for safeguarding the City's fixed assets lies with the department supervisor or manager whose department has been assigned the asset.

XIV. DEBT MANAGEMENT

The City of Georgetown recognizes the primary purpose of capital facilities is to provide services to the community. Using debt financing to meet the capital needs of the community must be evaluated according to efficiency and equity. Efficiency must be evaluated to determine the highest rate of return for a given investment of resources. Equity is resolved by determining who should pay for the cost of capital improvements. In meeting demand for additional services, the City will strive to balance the needs between debt financing and "pay as you go" methods. The City realizes that failure to meet the demands of growth may inhibit its continued economic viability, but also realizes that too much debt may have detrimental effects on the City's long-range financial condition.

The City will issue debt only for the purpose of acquiring or constructing capital assets for the general benefit of its citizens and to allow it to fulfill its various purposes as a city. The City will seek input on major projects funded with debt via bond elections, master planning exercises, board meetings, budget workshops, and other methods as needed.

A Debt Condition Update report will be provided annually.

A. Usage of Debt – Long-term debt financing will be considered for non-continuous capital improvements of which future citizens will benefit. Alternatives for financing will be explored prior to debt issuance and include, but not limited to:

- Grants
- Use of Reserve Funds
- Use of Current Revenues
- Contributions from developers and others
- Leases
- Impact Fees

When the City utilizes long-term financing, it will ensure that the debt is soundly financed by conservatively projecting revenue sources that will be used to pay the debt. It will not finance the improvement over a period greater than the useful life of the improvement and it will determine that the cost benefit of the improvement, including interest costs, is positive to the community.

The City may utilize the benefits of short-term debt financing to purchase operating equipment provided the debt doesn't extend past the useful life of the asset and the potential impact to the tax rate is within policy guidelines.

B. Types of Debt

1. General Obligation Bonds (GO's) – General obligation bonds must be authorized by a vote of the citizens of Georgetown. They are used only to fund capital assets of the general government and are not to be used to fund operating needs of the City. The City's ad valorem taxing authority backs general obligation bonds. Conditions for issuance of general obligation debt include:

   a. When the project will have a significant impact on the tax rate;

   b. When the project may be controversial even though it is routine in nature; or

   c. When the project falls outside the normal bounds of projects the City has typically done.

For debt programs that include multiple projects that will be issued over multiple years at the discretion of the City Council, the City may present an ***Agreement with the Voters*** to manage future property tax rate impacts. The Agreement with the Voters will be included in educational information for all applicable GO Bond elections and will include a maximum **annual** tax rate increase and a cumulative total per bond authorization maximum tax rate increase. The City will include these impacts in its annual Debt Condition report. Council and staff will strive to achieve terms in the Agreement with the Voters, but in order to sell the bonds in the market for the lowest interest rate and achieve cost of borrowing for the citizens, the City will need to retain the legal ability to set a debt tax rate sufficient to repay the bonds in the event conditions in state law, bond market conditions, and taxable assessed values impact the debt tax rate in ways beyond the City's control.

The City Council will carefully manage the ***unissued GO Bond authorization*** through annual review of related projects to ensure full disclosure on future timing of projects included in the bond package. Timing of authorized projects and related bond issuance will be included in the Annual Budget and published on the City's website. Any changes to this schedule require specific Council authorization.

2. Revenue Bonds – Revenue bonds will be issued to provide for the capital needs of any activities where the capital requirements are necessary for the continuation or expansion of a service. The improved activity shall produce a revenue stream to fund the debt service requirements of the necessary improvement to provide service expansion. The average life of the obligation should not exceed the useful life of the asset(s) to be funded by the bond issue, and will generally be limited to no more than twenty (20) years. An exception can be made for plant expansions or related system expansions whose useful life is in excess of 30 years. A cost benefit analysis will be done to fully disclose the impacts of extending debt beyond 20 years.

3. Certificates of Obligation, Contract Obligations (CO's) – Certificates of obligation or contract obligations may be used to fund capital requirements that are not otherwise funded by general obligation or revenue bonds, as allowed by state law. Debt service for CO's may be either from general revenues (tax-supported) or supported by a specific revenue stream(s) or a combination of both. Typically, the City may issue CO's when the following conditions are met:

   a. When the proposed debt will have minimal impact on future effective property tax rates;
   b. When the projects to be funded are within the normal bounds of City capital requirements, such as for roads, parks, various infrastructure and City facilities and equipment; and

c. When the average life of the obligation does not exceed the useful life of the asset(s) to be funded by the issue; and in cases of an emergency when funds must be procured sooner than the bi-annual timing of the bond election.

Certificates of obligation will be the least preferred method of financing and will be used with prudent care and judgment by the City Council during the budget development process.

4. Self-supporting Certificates of Obligation Debt – Refers to certificates of obligation issued for a specific purpose and repaid through dedicated revenues other than ad valorem taxes. The annual debt requirements are not included in the property tax calculation. Both the Airport and Stormwater Drainage funds will issue this type of debt. In addition, the Electric and Water Services Funds can utilize this method of funding non-system capital assets. The City also issues debt on behalf of the Georgetown Transportation Enhancement Corporation (GTEC) and the Georgetown Economic Development Corporation (GEDCO) whom then pledge 4A and 4B sales tax revenue for the repayment of that debt. Tax Increment Reinvestment Zones also may issue self-supporting debt.

5. Internal borrowing between City Funds – The City Council can authorize use of existing long-term reserves as formal loans between funds. The Council will consider the following circumstances:
    1. The emergency or other circumstances and why an internal loan is the best viable option;
    2. The dollar amount of the loan will be within the core balance reserves of the lending fund and will otherwise not be restricted by local or state regulation;
    3. The borrowing fund will repay the loan at a rate consistent with current market conditions. The loan will be considered an investment of working capital reserves by the lending fund. The interest rate will be comparable to prevailing investment rates for public funds at the time the loan is made; and a fixed, variable or other rate structure will be defined at the time the loan is approved;
    4. The maximum maturity will be three (3) years.
    5. A reimbursement resolution may be used to reimburse a short-term loan (up to 1 year maturity) with long-term debt proceeds;
    6. Formal loans will be appropriately recorded and reported.

6. Refundings – The City Council may refinance debt to achieve interest cost savings as market conditions change, or to remove restrictive covenants, or to further other City goals as expressed by Council. The City's Financial Advisor will prepare refunding analysis for consideration and demonstrate that the savings of the refinancing are greater than the issuance costs to refinance, with a target minimum net present value savings of 3-5%.

7. Other Short-term Borrowing – The City may authorize the issuance of Public Property Finance Contractual Obligations (PPFCO) which is short-term obligations for the acquisition of personal public property, such as equipment. PPFCOs are payable from either ad valorem taxes or another dedicated revenue stream. Each issuance will be assessed to ensure cost effectiveness and the repayment schedule will not exceed the useful life of the asset. Multiple equipment acquisitions can be grouped in a single PPFCO issue in order to develop economies of scale.

In FY2021, the City issued a $48 million PPFCO for the energy costs of Winter Storm Uri. The Council approved a 9.5 year term with a 5 year call option. Because energy costs are an ongoing operating expense, it is the intent of the City to review all options to pay off this debt issue as soon as possible, balanced against rate competitiveness, Electric fund liquidity, and other practical factors.

The City may authorize the issuance of Limited Tax Notes for tax-supported obligations whose issuance timeframe occurs outside of the City's normal bond issuance schedule or for other emergency needs. The Limited Tax Notes must have a maximum maturity of seven years. They may be sold either as public, rated offerings in a competitive or negotiated sale, or they may be privately placed depending on the financing goals of the City and market conditions at the time of sale.
The City may authorize a Note Purchase Agreement for the purposes of establishing a Letter of Credit as collateral to participate in the Electric Reliability Council of Texas (ERCOT) market. Notes would only be delivered under the agreement in the event ERCOT were to draw on the Letter of Credit. Any notes so delivered would be payable from utility revenues and would come due in 90 days after their delivery date.

C. Method of Sale – The City will use a competitive bidding process in the sale of bonds unless conditions in the bond market or the nature of the issue warrant a negotiated bid, private placement or other method. In such situations, the City will publicly present the reasons for the other method. The City will rely on the recommendation of the financial advisor in the selection of the underwriter or direct purchaser. The financial advisor must meet all licensing requirements and comply with all Municipal Securities Rulemaking Board (MSRB) regulations. The City's financial advisor will not act as the underwriter on any City bond issue.

D. Disclosure – Full disclosure of operating costs along with capital costs will be made to the bond rating agencies and other users of financial information. The City staff, with assistance of the financial advisor and bond counsel, will prepare the necessary materials for presentation to the rating agencies and will aid in the production of the Preliminary Official Statements. The City will take responsibility for the accuracy of all financial information released.

E. Federal Requirements – The City will maintain written procedures to follow post issuance compliance rules, arbitrage rebate and other Federal requirements.

1. Post issuance tax compliance rules will include records retention, arbitrage rebate, use of proceeds, and

2. Continuing disclosure requirements under SEC Rule 15c2-12, MSRB standards, or as may be required by bond covenants or related agreements.

F. Debt Structuring – The City prefers to issue bonds with a term of twenty (20) years or less, not to exceed the useful life of the asset acquired. The structure should approximate level debt service unless operational matters dictate otherwise. Market factors, such as the effects of tax-exempt designations, the cost of early redemption options and the like, will be given consideration during the structuring of long term debt instruments. Exceptions to the 20 year term include debt issues for major system expansions, such as water, sewer or electric plants, in which case the City may issue debt greater than 20 years since the useful life of the asset exceeds 30 years. A cost benefit analysis indicating the impacts of extending debt beyond 20 years will be completed.

Fixed interest rate basis will be preferred because it aids in predictable budget and multi-year forecasting for the issuing funds. Variable rate debt can sometimes allow early repayment with no penalty. Variable rate debt may be considered by the Council as a tool to provide flexibility in setting the tax rate and determine use of one-time available fund balances. The City's Financial Advisor will provide an analysis of the benefits of a variable rate structure versus interest rate risk, remarketing risk, and liquidity risk. Because variable rate debt introduces risk and administrative burden on staff and advisors, the amount of allowed variable rate

debt will be limited to no more than ten percent (10%) of the City's outstanding debt principal per system (tax-supported, utility supported).

G. Utility and Self-Supporting Debt Coverage Ratio – Refers to the number of times all utility supported debt service requirements or payments would be covered by the current operating revenues net of on-going operating expenses of the City's combined utilities (Electric, Water, and Wastewater).

The City will maintain a minimum debt service coverage ratio of 1.5 times for the utilities as a whole. The bond ordinances allow the City to forego a debt reserve fund for its utility debt if the coverage is maintained at 1.35 times or better. A coverage ratio of 1.0 times will also be required for all funds issuing self-supporting debt (Airport, Stormwater, Solid Waste, GTEC, GEDCO, PID and TIRZ).

Compliance Status – Debt coverage ratio FY2027 in compliance.

H. Bond Reimbursement Resolutions – The City may utilize bond reimbursements as a tool to manage its debt issues, due to arbitrage requirements and project timing. In so doing, the City uses its capital reserve cash to delay bond issues until such time when issuance is favorable and beneficial to the City.

The City Council may authorize a bond reimbursement resolution for General Capital projects that have a direct impact on the City's ad valorem tax rate when the bonds will be issued within the term of the existing City Council. In the event of unexpected circumstances that delay the timing of projects, or market conditions that prohibit financially sound debt issuance, the approved project can be postponed and considered by a future council until circumstantial issues can be resolved.

The City Council may also authorize revenue bond reimbursements for approved utility and other self-supporting capital projects within legislative limits. Currently revenue bonds must be issued within 18 months after an eligible bond funded project is begun.

The total outstanding bond reimbursements may not exceed the total amount of the City's reserve funds.

XV. FINANCIAL CONDITIONS, RESERVES, AND STABILITY RATIOS

The City of Georgetown will maintain budgeted minimum reserves in the ending working capital/fund balances to provide a secure, healthy financial base for the City in the event of a natural disaster or other emergency, allow stability of City operations should revenues fall short of budgeted projections and provide available resources to implement budgeted expenditures without regard to actual timing of cash flows into the City. Generally, if any existing reserve is used to cover expenses as described, the reserve should be restored in the next fiscal year. If the restoration within one year is impractical or places and undo strain of City services, staff shall recommend to Council an alternative timeline that is subject to Council approval.

A. Operational Coverage – The City's goal is to maintain operations coverage of 1.0 (one), such that operating revenues will at least equal or exceed current operating expenditures. Deferrals, short-term loans, or one-time sources will be avoided as budget balancing techniques. Reserves will be used only for emergencies or non-recurring expenditures, except when balances can be reduced because their levels exceed guideline minimums as stated below.

B. Reserves

1. Citywide Operating Reserve – The City will maintain reserves at a minimum of seventy-five (75) days (20.83%) of net budgeted citywide operating expenditures. Net budgeted operating expenditure is defined as total budgeted expenditures less interfund transfers and charges, capital improvements, direct cost for purchased power, debt service, non-operating special revenue funds and payments to third party grant agents. The amount of these funds are allocated within the following operating funds and using the following guidelines to maintain the fund balance, working capital and retained earnings (reserves) of the various operating funds at levels sufficient to protect the City's creditworthiness, as well as, its financial position from unforeseeable emergencies. For asset replacement reserves, see *Section XI. Capital Maintenance and Replacement.*

   Compliance Status – 75 day citywide reserves FY2027 in compliance.

2. General Fund – General Fund reserves will be assigned on the balance sheet. Reserves are allocated as follows:

   a. Contingency Reserve – will equal ninety (90) days, or 25%, of current year budgeted operating expenditures designated for emergency use only.

   Compliance Status – General Fund 90 day Reserve FY2027 in compliance.

   b. Revenue Stability Reserve – will equal up to 10% of current year budgeted operating expenditures. The reserve will be designated to temporarily offset a decline in any General Fund revenue source during the current fiscal year or in planning the future budget year. The reserve may be used when growth in any General Fund revenue source from one fiscal year to the next is below projections. The reserve will be available to support only existing programs approved in a prior fiscal year.

   Compliance Status – General Fund Stability Reserve FY2027 at 8%.

   c. Master Development Fee Reserve – The City collects Master Development Fees as one-time payment for the impact on City services from a large set of residential units in the City's extra-territorial jurisdiction. The City will reserve these fees below line in the General Fund for one-time expenses such as special projects related to development. Eligible expenses include, but are not limited to: planning studies, construction and maintenance of streets, sidewalks, trails, and parks.

3. Tourism Fund – A minimum ninety (90) days of operating expenditures will be reserved within the fund balance. These funds are designated to be used to offset any potential revenue shortfall that occurs during the fiscal year.

   Compliance Status – Tourism Fund Operating Reserve FY2027 in compliance.

   Excess revenues or expenditure savings may be reserved for future capital infrastructure, capital equipment, one-time programs and studies, or other appropriate one-time uses eligible for hotel occupancy tax expense.

4. Joint Services Fund – A minimum ninety (90) days of operating expenses will be reserved for unexpected delays in revenue or emergency expenses.

Compliance Status – Joint Services Fund Reserve FY2027 in compliance.

5. Fleet Fund – A minimum ninety (90) days of operating expenses will be reserved for unexpected delays in revenue or emergency expenses.

   Compliance Status – Fleet Fund Reserve FY2027 in compliance.

6. Facilities Fund - A minimum ninety (90) days of operating expenses will be reserved for unexpected delays in revenue or emergency expenses.

   Compliance Status – Facilities Fund Reserve FY2027 in compliance.

7. Information Technology Fund - A minimum ninety (90) days of operating expenses will be reserved for unexpected delays in revenue or emergency expenses.

   Compliance Status – IT Fund Reserve FY2027 in compliance.

8. Water Services Fund – The Water Fund will maintain the following reserves and assign them on the balance sheet. These reserves are designated to be used to offset potential revenue shortfalls or fund unexpected or emergency expenses that occur during the fiscal year.

   a. Operations Contingency Reserve – A minimum ninety (90) days or 25% of operating expenses, including wholesale water contracts and transfers out, designated for unexpected or emergency use during the fiscal year. The targeted reserve amount is 120 days, and the maximum amount is 365 days.

      Compliance Status – Operating Water Fund Reserve FY2027 in compliance.

   b. Non-Operating Contingency Reserve – to maintain continuity of debt payments, capital projects and to begin recovering from a natural disaster during the lag time of revenue recovery. This reserve will be a minimum of 50% of the annual debt service in each fiscal year.

      Compliance Status – Non-operating Water Fund Reserve FY2027 in compliance.

   c. Impact Fee Reserve – Impact fees are restricted revenues that may be used for eligible capital project and debt payment expenditures. The City conservatively plans for the use of impact fees by reserving all impact fees received in the current budget year, reconciling the impact fee "child" fund after the annual audit is complete, and appropriating received impact fees towards projects or debt service in future fiscal years.

9. Stormwater Drainage Fund – The Stormwater Fund will maintain the following reserves and assign them on the balance sheet:

   a. A minimum ninety (90) days or 25% of operating expenses, will be reserved in fund balance. These funds are designated to be used to offset any potential revenue shortfall that occurs during the fiscal year.

      Compliance Status – Contingency Reserve FY2027 in compliance.

b. A debt service reserve equal to 1x the upcoming debt service payment for existing debt (example - FY2020 reserve = FY2021 debt payment before new sale).

Compliance Status – Debt Service Reserve FY2027 in compliance.

10. Environmental Services Fund – The Environmental Services Fund will maintain the following reserves and assign them on the balance sheet:

c. A minimum ninety (90) days or 25% of operating expenses, will be reserved in fund balance. These funds are designated to be used to offset any potential revenue shortfall that occurs during the fiscal year.

Compliance Status – Contingency Reserve FY2027 in partial compliance. It will take several years to build up this reserve through cost of service rate increases.

d. A debt service reserve equal to 1x the upcoming debt service payment for existing debt (example - FY2020 reserve = FY2021 debt payment before new sale).

Compliance Status – Debt Service Reserve FY2027 in compliance.

11. Electric Fund – The Electric Fund will maintain the following reserves and assign them on the balance sheet:

a. Operations Contingency Reserve – A minimum ninety (90) days or 25% of operating expenses, designated for unexpected or emergency use during the fiscal year. This reserve excludes purchased power expenses. This reserve includes labor expenses for capital projects. The targeted reserve amount is 120 days, and the maximum amount is 365 days.

Compliance Status – Operating Contingency reserve FY2027 in compliance.

b. Rate Stabilization Reserve – An amount to adequately mitigate the financial risks posed by the wholesale power market, with a target of 4 months (120 days) of the average monthly purchased power costs for the budgeted year. The purpose of this reserve is to protect against energy market exposure and volatility, and to maintain wholesale power contracts and stability until expenses are recovered through revenue generated in the Power Cost Adjustment Factor.

Compliance Status – Rate stabilization reserve FY2027 in compliance.

c. Non-Operating Contingency Reserve – to maintain continuity and begin recovery process from a natural disaster during the lag time of revenue recovery:
- 1% of historical rate base (total capital assets net of accumulated depreciation)
- A minimum of 25% of the current year CIP for Ordinary Replacement
- At least 50% of annual debt service payment

Compliance Status – Non-operating reserve FY2027 in compliance.

d. Uses of Unanticipated and Unappropriated Electric Fund Balances – In the event that fund balance in the Electric Fund exceeds recommended minimum cash as enumerated in the above reserves, the funds may be used for the following purposes as approved by the City Council:
   - Reduce the Power Cost Adjustment
   - Reduce outstanding utility debt
   - Fund capital projects
   - Fund other one-time projects or equipment
   - Increase reserves

12. Airport Fund – The Airport Fund will maintain the following reserves and assign them on the balance sheet:
    a. A contingency reserve of ninety (90) days of operating expenses will be maintained in the fund for unforeseen or emergency expenditures. The reserve will represent all operating expenses minus fuel costs and any transfers.

    Compliance Status – Contingency Reserve FY2027 in compliance.

    b. A debt service reserve equal to 1x the upcoming debt service payment for existing debt (example - FY2020 reserve = FY2021 debt payment before new sale).

    Compliance Status – Debt Service Reserve FY2027 in compliance.

13. GEDCO Fund –
    a. A contingency reserve equal to 25% of budgeted sales tax revenue.
    Compliance Status – Contingency Reserve FY2027 in compliance.

    b. A debt service reserve equal to 1x the upcoming debt service payment for existing debt (example - FY2020 reserve = FY2021 debt payment before new sale).

    Compliance Status – Debt Service Reserve FY2027 in compliance.

14. GTEC Fund –
    a. A contingency reserve equal to 25% of budgeted sales tax revenue.

    Compliance Status – Contingency Reserve FY2027 in compliance.

    b. A debt service reserve equal to 1x the upcoming debt service payment for existing debt (example - FY2020 reserve = FY2021 debt payment before new sale).

    Compliance Status – Debt Service Reserve FY2027 in compliance.

15. Rivery TIRZ Fund – A debt service reserve equal to 1x the upcoming debt service payment for existing debt (example - FY2020 reserve = FY2021 debt payment before new sale).

    Compliance Status – Debt Service Reserve FY2027 in compliance.

16. Downtown TIRZ Fund – A debt service reserve equal to 1x the upcoming debt service payment for existing debt (example - FY2020 reserve = FY2021 debt payment before new sale).

Compliance Status – Debt Service Reserve FY2027 in compliance.

17. General Debt Service Fund – A reserve equal to 30 days of the prior annual debt service requirement, in accordance with IRS guidelines.

Compliance Status – Debt Fund Reserve FY2027 in compliance.

For all other funds, the fund balance is an indication of the balance of each particular fund at a specific time. The ultimate goal of each such fund is to have expended the fund balance at the conclusion of the activity for which the fund was established.

Reserve requirements will be calculated as part of the annual budget process and any additional required funds to be added to the reserve balances will be appropriated within the budget.

Funds in excess of the minimum reserves within each fund may be expended for City purposes at the will of the City Council once it has been determined that use of the excess will not endanger reserve requirements in future years. This action requires an amendment to the City's Annual Budget and is outlined in *Section III. J. Use of Unanticipated and Unappropriated General Fund Balances.*

B. Liabilities and Receivables – Procedures will be followed to maximize discounts and reduce penalties offered by creditors. Current liabilities will be paid within 30 days of receiving the invoice. Accounts Receivable procedures will target collection for a maximum of 60 days of service. The Chief Financial Officer is authorized to write-off non-collectible, non-utility accounts that are delinquent for more than 180 days, and utility accounts delinquent more than 180 days, provided proper delinquency procedures have been followed, and include this information in the Annual Financial Report to the City Council.

C. Capital Project Funds – Every effort will be made for all monies within the Capital Project Funds to be expended in a timely manner, preferably within thirty-six (36) months of receipt. Due to the long timeline of some projects, unused cash or bond proceeds will be reserved on the fund schedule and appropriated when needed. The fund balance will be invested, and income generated will offset increases in construction costs or other costs associated with the project. Capital project funds are intended to be expended totally, with any unexpected excess to be approved for use according to the bond covenant and opinion of bond counsel.

D. Investment of Reserve Funds – The reserve funds will be invested in accordance with the City's investment policy.

E. Ratios Analysis – Ratios and significant balances will be incorporated into the annual bond rating book for the Electric and Water Funds. The following ratios/balances will be used as key financial indicators:

- Revenue Bond Covenant Debt Coverage Ratio
- Rating Agency Days Cash on Hand
- Rating Agency Fixed Cost Coverage Ratio / Coverage of Full Obligations
- Rating Agency Leverage Ratio

The City will develop minimum/maximum levels for the above ratios/balances through analyzing of City historical trends and future projections as part of the cost of service and five-year forecast modeling process.

XVI. RISK MANAGEMENT AND INTERNAL CONTROLS

A. Written Procedures – Wherever possible, written procedures will be established and maintained by the Chief Financial Officer for all functions involving cash handling and/or accounting throughout the City. These procedures will embrace the general concepts of fiscal responsibility set forth in this policy statement.

B. Internal Audit Program – An internal audit program will be maintained by the Chief Financial Officer to ensure compliance with City policies and procedures and to prevent the potential for fraud.

1. Departmental Audits – departmental processes will be reviewed to ensure dual control of City assets and identify the opportunity for fraud potential, as well as, to ensure that departmental internal procedures are documented and updated as needed.

2. Employees or Transaction Review – Programs to be audited include Petty Cash, City Credit Card accounts, time entry, and travel. All discrepancies will be identified, and the employee's Director will be notified. The City Manager will also be notified depending on the seriousness of the infraction.

3. Fraud Awareness and Reporting – The City will maintain its personnel policy regarding fraud. They will maintain an arrangement with a third party for anonymous reporting of fraud, waste, or abuse of City resources. The City will provide training to all City employees on recognizing and reporting fraud.

4. The Chief Financial Officer and City Manager will present an annual audit plan to the Audit and Finance Sub-Committee. Results of all internal audits will be provided to the Sub-Committee and City Council at year-end.

C. Directors Responsibility – Each Director is responsible for ensuring that good internal controls are followed throughout their department, that all Finance Division directives are implemented and that all independent auditor internal control recommendations are addressed. Departments will develop and periodically update written internal control procedures.

D. Cybersecurity – The Information Technology department shall regularly assess new forms of security risk and maintain multiple layers of protections and controls to thwart cyber attacks. The City will provide regular cybersecurity awareness training for all employees.

E. Electric Utility Risk – Chapter 13.38 of the City's Code of Ordinances establishes Council's authority to oversee all risk of the Electric utility including Congestion Revenue Rights auctions, wholesale power agreements, futures contracts, and other transactions that expose the City to significant risk.

City of Georgetown, Texas
City Council
August 25, 2026

SUBJECT:
Resolution - Ratify the Property Tax Rate Increase for FY2027 Budget

SUGGESTED ACTION:
Consideration and possible action to approve a Resolution ratifying the property tax increase included in the FY2027 Annual Budget and acknowledging that the 2026 tax rate will raise more revenue from property taxes than the previous year -- Randi Cormack, Budget Manager

ITEM SUMMARY:
The Local Government Code Section 102.007 requires the City Council take a vote to ratify the increase in revenue generated by the 2026 property tax rate. This vote is in addition to and separate from the vote to adopt the budget or to set the tax rate as required by Chapter 26 of the Tax Code.

This resolution ratifies and acknowledges that the adoption of the FY2027 Annual Budget will require raising more revenue from property taxes than in the previous year. This budget will raise more revenue from property taxes than last year's budget by an amount of $2,862,230.00, which is a 4.2 percent increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is $1,889,365.00

The increase in property tax revenue is required to fund the programs and services as outlined in the budget summary. The proposed tax rate is 36.3167 cents per $100 assessed valuation is above the sales tax-adjusted No New Revenue rate of 36.2168 cents and equal to the sales tax-adjusted Voter Approval rate of 36.3167 cents.

FINANCIAL IMPACT:

SUBMITTED BY:
Aaron St Pierre, Finance/Purchasing

ATTACHMENTS:
Res_RatifyTaxRate2026_Final.pdf

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, RATIFYING THE PROPERTY TAX INCREASE REFLECTED IN THE BUDGET; REPEALING CONFLICTING RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the 2027 Annual Budget will require raising more revenue from property taxes than the previous year; and

WHEREAS, Section 102.007 of the Local Government Code states that when the adoption of a budget will require raising more revenue from property taxes than the previous year, a separate vote of the City Council to ratify the property tax increase reflected in the budget is required.

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

SECTION 1. The meeting at which this resolution was approved was conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

SECTION 2. The facts and recitations contained in the preamble of this resolution are hereby found and declared to be true and correct and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim.

SECTION 3. The City Council ratifies the property tax increase reflected in the 2027 Annual Budget.

SECTION 4. The Tax Year notification statement: "This Budget will raise more total property taxes than last year's budget by $2,862,230 or 4.2%, and of that amount, $1,889,365 is tax revenue to be raised from new property added to the tax roll this year," has been made.

SECTION 5. All resolutions that conflict with the provisions of this resolution are hereby repealed, and all other resolutions of the City not in conflict with the provisions of this resolution shall remain in full force and effect.

SECTION 6. If any provision of this resolution, or application thereof, to any person or circumstance, shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this resolution, which can be given effect without the invalid provision or application, and to this end the provisions of this resolution are hereby declared to be severable.

SECTION 7. The Mayor is hereby authorized to sign this resolution and the City Secretary to attest. This resolution shall become effective and be in full force and effect immediately in accordance with the provisions of the City Charter of the City of Georgetown.

RESOLVED this 25th day of August, 2026.

ATTEST:

_____
Robyn Densmore
City Secretary

THE CITY OF GEORGETOWN:

_____
By: Josh Schroeder
MAYOR

APPROVED AS TO FORM:

_____
Skye Masson
City Attorney

City of Georgetown, Texas
City Council
August 25, 2026

SUBJECT:
First Reading - Levying the Property Tax Rate

SUGGESTED ACTION:
First Reading of an Ordinance levying a property tax rate for the City of Georgetown for the tax year 2026 -- Randi Cormack, Budget Manager

ITEM SUMMARY:
This ordinance sets the ad valorem tax rate for the tax year 2026. This rate is based on net taxable property values at January 1, 2026, to assess taxes for collection during fiscal year 2027. The rate of $0.363167 per $100 valuation is the proposed tax rate for 2026 which is higher than the rate of $0.35300 from the prior year.

The tax rate includes a portion to fund existing debt service, and a portion to fund maintenance and operations of the City. The 2026 No New Revenue Rate is $0.362168. The 2026 Voter Approval rate adjusted for property tax relief is $0.363167. The proposed rate of $0.363167 is equal to the Voter Approval rate adjusted for sales tax.

Per $100 Valuation	**FY2025**
No New Revenue Tax Rate	0.362168
Proposed Tax Rate	***0.363167***
Voter Approval Tax Rate	
Adjusted Sales Tax	0.363167

The average existing taxable homestead value decreased by 2.8% compared to 2025. A homeowner with an existing average taxable homestead value of $390,610.00 will pay approximately $0.13 (13 cents) more in taxes than in the previous year.

The City held a public hearing on the tax rate on August 25, 2026.

Per Tax Code 26.05, the tax rate consists of two components, each of which must be approved separately.

I move to approve a tax rate of 11.2630 cents for the maintenance and operations component of the overall tax rate.

I move to approve a tax rate of 25.0537 cents for the debt service component of the overall tax rate.

Furthermore, per Tax Code 26.05, the final motion must be a record vote and must pass by 60% of

the governing body.

I move that the property tax rate be increased by the adoption of a tax rate of 36.3167 cents, which is effectively a 0.28 percent increase in the tax rate.

FINANCIAL IMPACT:
This tax rate is used in funding the proposed 2027 Annual Budget

SUBMITTED BY:
Aaron St Pierre, Finance/Purchasing

ATTACHMENTS:
Tax Levy Ord 2026 RC.pdf
2026 City of Georgetown Tax Rate Calculations.pdf
2026 CGT Notice of Tax Rates.pdf

ORDINANCE NO. _____

AN ORDINANCE LEVYING A TAX RATE FOR THE CITY OF GEORGETOWN, TEXAS, FOR THE TAX YEAR 2026; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Georgetown, Texas is an incorporated Home Rule municipality dependent upon taxes to provide its citizens with services; and

WHEREAS, the City of Georgetown, Texas published the required notices; and

WHEREAS, the City of Georgetown, Texas held a public hearing on August 25, 2026; and

WHEREAS, all notification and public hearing requirements have been satisfied; and

WHEREAS, the City Council finds it necessary to levy taxes for the 2027 fiscal year for the City of Georgetown, Texas; and

WHEREAS, this tax rate will raise more taxes for maintenance and operations than last year's tax rate; and

WHEREAS, the tax rate will effectively be raised by positive 3.66 percent and will raise taxes for maintenance and operations on a $100,000 home by approximately positive $3.97;

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 (the "City Council") hereby finds that all of the prerequisites to the levying of a tax rate for this City for the tax year 2026, (including, without limitation, certifications, notices, submittals, and public hearings) as required by law have been complied with.

SECTION 4. The City Council does hereby levy and adopt the tax rate on $100 valuation for the tax year 2026 as follows:

$0.112630	for the purpose of maintenance and operation
$0.250537	for the principal and interest on debt of this city
$0.363167	total tax rate

SECTION 5. All ordinances or resolutions that conflict with the provisions of this ordinance are hereby repealed, and all other ordinances or resolutions of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 6. If any provision of this ordinance, or application thereof, to any person or circumstance, shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this ordinance, which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are hereby declared to be severable.

SECTION 7. The Mayor is hereby authorized to sign this ordinance and the City Secretary to attest. This Ordinance shall become effective and be in full force and effect in accordance with the provisions of the City Charter of the City of Georgetown.

PASSED AND APPROVED on First Reading on the 25th day of August, 2026.

PASSED AND APPROVED on Second Reading on the 8th day of September, 2026.

ATTEST:

_____
Robyn Densmore
City Secretary

THE CITY OF GEORGETOWN:

_____
By: Josh Schroeder
Mayor

APPROVED AS TO FORM:

_____
Skye Masson
City Attorney

2026 Tax Rate Calculation Worksheet
Taxing Units Other Than School Districts or Water Districts

Form 50-856

City of Georgetown
Taxing Unit Name

(512) 930-3652
Phone *(area code and number)*

510 W 9th Street, Georgetown, TX, 78626
Taxing Unit's Address, City, State, ZIP Code

https://georgetowntexas.gov
Taxing Unit's Website Address

GENERAL INFORMATION: Tax Code Section 26.04(c) requires an officer or employee designated by the governing body to calculate the no-new-revenue (NNR) tax rate and voter-approval tax rate for the taxing unit. These tax rates are expressed in dollars per $100 of taxable value calculated. The calculation process starts after the chief appraiser delivers to the taxing unit the certified appraisal roll and the estimated values of properties under protest. The designated officer or employee shall certify that the officer or employee has accurately calculated the tax rates and used values shown for the certified appraisal roll or certified estimate. The officer or employee submits the rates to the governing body by Aug. 7 or as soon thereafter as practicable.

School districts do not use this form, but instead use Comptroller Form 50-859 *Tax Rate Calculation Worksheet, School District without Chapter 313 and JETI Agreements* or Comptroller Form 50-884 *Tax Rate Calculation Worksheet, School District with Chapter 313 and JETI Agreements.*

Water districts as defined under Water Code Section 49.001(1) do not use this form, but instead use Comptroller Form 50-858 *Water District Voter-Approval Tax Rate Worksheet for Low Tax Rate and Developing Districts* or Comptroller Form 50-860 *Developed Water District Voter-Approval Tax Rate Worksheet.*

The Comptroller's office provides this worksheet to assist taxing units in determining tax rates. The information provided in this worksheet is offered as technical assistance and not legal advice. Taxing units should consult legal counsel for interpretations of law regarding tax rate preparation and adoption.

Taxing units must include a hyperlink to a document that evidences the accuracy of each entry in the worksheet other than an entry making a mathematical calculation.[1] Source materials must contain data for all worksheets used, including supplemental worksheets.

Insert hyperlink:

https://www.wilcotx.gov/DocumentCenter/View/20671/City-of-Georgetown

SECTION 1: No-New-Revenue Tax Rate

The NNR tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year based on a tax rate that would produce the same amount of taxes (no new taxes) if applied to the same properties that are taxed in both years. When appraisal values increase, the NNR tax rate should decrease.

The NNR tax rate for a county is the sum of the NNR tax rates calculated for each type of tax the county levies.

While uncommon, it is possible for a taxing unit to provide an exemption for only maintenance and operations taxes. In this case, the taxing unit will need to calculate the NNR tax rate separately for the maintenance and operations tax and the debt tax, then add the two components together.

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
1.	**Prior year total taxable value.** Enter the amount of the prior year taxable value on the prior year tax roll today. Include any adjustments since last year's certification; exclude Tax Code Section 25.25(d) one-fourth and one-third over-appraisal corrections from these adjustments. Exclude any property value subject to an appeal under Chapter 42 as of July 25 (will add undisputed value in Line 6). This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2) and the captured value for tax increment financing (adjustment is made by deducting TIF taxes, as reflected in Line 17).[2]	$ 19,762,602,479
2.	**Prior year tax ceilings.** Counties, cities and junior college districts. Enter the prior year total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision last year or a prior year for homeowners age 65 or older or disabled, use this step.[3]	$ 5,128,814,596
3.	**Preliminary prior year adjusted taxable value.** Subtract Line 2 from Line 1.	$ 14,633,787,883
4.	**Prior year total adopted tax rate.**	$ 0.353000 /$100
5.	**Prior year taxable value lost because court appeals of ARB decisions reduced the prior year's appraised value.** **A. Original prior year ARB values:** $ 1,549,090,000 **B. Prior year values resulting from final court decisions:** - $ 1,431,485,747 **C. Prior year value loss.** Subtract B from A.[4]	$ 117,604,253

[1] Tex. Tax Code §§5.07(g)(4) and 26.04(d-1)
[2] Tex. Tax Code §26.012(14)
[3] Tex. Tax Code §26.012(14)
[4] Tex. Tax Code §26.012(13)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
6.	**Prior year taxable value subject to an appeal under Chapter 42, as of July 25.** **A. Prior year ARB certified value:** $ 598,113,774 **B. Prior year disputed value:** - $ 41,867,964 **C. Prior year undisputed value.** Subtract B from A. [5]	$ 556,245,810
7.	**Prior year Chapter 42 related adjusted values.** Add Line 5C and Line 6C.	$ 673,850,063
8.	**Prior year taxable value, adjusted for actual and potential court-ordered adjustments.** Add Line 3 and Line 7.	$ 15,307,637,946
9.	**Prior year taxable value of property in territory the taxing unit deannexed after Jan. 1 of the prior year.** Enter the prior year value of property in deannexed territory. [6]	$ 0
10.	**Prior year taxable value lost because property first qualified for an exemption in the current year.** If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost due to freeport, goods-in-transit, temporary disaster exemptions. Note that lowering the amount or percentage of an existing exemption in the current year does not create a new exemption or reduce taxable value. **A. Absolute exemptions.** Use prior year market value: $ 4,730 **B. Partial exemptions.** Current year exemption amount or current year percentage exemption times prior year value: + $ 173,882,026 **C. Value loss.** Add A and B. [7]	$ 173,886,756
11.	**Prior year taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/scenic appraisal or public access airport special appraisal in the current year.** Use only properties that qualified for the first time in the current year; do not use properties that qualified in the prior year. **A. Prior year market value:** $ 0 **B. Current year productivity or special appraised value:** - $ 0 **C. Value loss.** Subtract B from A. [8]	$ 0
12.	**Total adjustments for lost value.** Add Lines 9, 10C and 11C.	$ 173,886,756
13.	**Prior year captured value of property in a TIF.** Enter the total value of the prior year captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the prior year taxes were deposited into the tax increment fund. [9] If the taxing unit has no captured appraised value in line 18D, enter 0.	$ 574,241,622
14.	**Prior year total value.** Subtract Line 12 and Line 13 from Line 8.	$ 14,559,509,568
15.	**Adjusted prior year total levy.** Multiply Line 4 by Line 14 and divide by $100.	$ 51,395,068
16.	**Taxes refunded for years preceding the prior tax year.** Enter the amount of taxes refunded by the taxing unit for tax years preceding the prior tax year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for the prior tax year. This line applies only to tax years preceding the prior tax year. [10]	$ 540,101
17.	**Adjusted prior year levy with refunds.** Add Lines 15 and 16. [11]	$ 51,935,169

[5] Tex. Tax Code §26.012(13)
[6] Tex. Tax Code §26.012(15)
[7] Tex. Tax Code §26.012(15)
[8] Tex. Tax Code §26.012(15)
[9] Tex. Tax Code §26.03(c)
[10] Tex. Tax Code §26.012(13)
[11] Tex. Tax Code §26.012(13) and (15)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
18.	**Total current year taxable value on the current year certified appraisal roll today.** This value includes only certified values or certified estimate of values and includes the total taxable value of homesteads with tax ceilings (will deduct in Line 20). These homesteads include homeowners age 65 or older or disabled. [12]	
	A. Certified values: ..... $ 20,024,990,223	
	B. Counties: Include railroad rolling stock values certified by the Comptroller's office: ..... + $ 0	
	C. Pollution control and energy storage system exemption: Deduct the value of property exempted for the current tax year for the first time as pollution control or energy storage system property: ..... - $ 0	
	D. Tax increment financing: Deduct the current year captured appraised value of property taxable by a taxing unit in a tax increment reinvestment zone for which the current year taxes will be deposited into the tax increment fund. Do not include any new property value that will be included in Line 24 below. [13] Adjustments to the taxable value must be calculated separately for each reinvestment zone using Form 50-110.[14] Enter the total from Form 50-110 ..... - $ 582,008,990	
	E. Total current year value. Add A and B, then subtract C and D.	$ 19,442,981,233
19.	**Total value of properties under protest or not included on certified appraisal roll.** [15]	
	A. Current year taxable value of properties under protest. The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value under protest. [16] ..... $ 404,515,678	
	B. Current year value of properties not under protest or included on certified appraisal roll. The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows about but are not included in the appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value of property not on the certified roll. [17] ..... + $ 0	
	C. Total value under protest or not certified. Add A and B.	$ 404,515,678
20.	**Current year tax ceilings.** Counties, cities and junior colleges enter current year total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in the prior year or a previous year for homeowners age 65 or older or disabled, use this step.[18]	$ 4,987,198,129
21.	**Anticipated contested value.** Affected taxing units enter the contested taxable value for all property that is subject to anticipated substantial litigation. [19] An affected taxing unit is wholly or partly located in a county that has a population of less than 500,000 and is located on the Gulf of Mexico.[20] If completing this line, the taxing unit must include supporting documentation in Section 9.[21] Taxing units that are not affected, enter 0.	$ 0
22.	**Current year total taxable value.** Add Lines 18E and 19C, then subtract Lines 20 and 21.[22]	$ 14,860,298,782
23.	**Total current year taxable value of properties in territory annexed after Jan. 1, of the prior year.** Include both real and personal property. Enter the current year value of property in territory annexed. [23]	$ 0
24.	**Total current year taxable value of new improvements and new personal property located in new improvements.** New means the item was not on the appraisal roll in the prior year. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the taxing unit after Jan. 1, of the prior year and be located in a new improvement. New improvements **do** include property on which a tax abatement agreement has expired for the current year. [24]	$ 520,247,012

[12] Tex. Tax Code §§26.012(6) and 26.04(c-2)
[13] Tex. Tax Code §26.03(c)
[14] Tex. Tax Code §26.03(e)
[15] Tex. Tax Code §26.01(c) and (d)
[16] Tex. Tax Code §26.01(c)
[17] Tex. Tax Code §26.01(d)
[18] Tex. Tax Code §26.012(6)(B)
[19] Tex. Tax Code §§26.012(6)(C) and 26.012(1-b)
[20] Tex. Tax Code §26.012(1-a)
[21] Tex. Tax Code §26.04(d-3)
[22] Tex. Tax Code §26.012(6)
[23] Tex. Tax Code §26.012(17)
[24] Tex. Tax Code §26.012(17)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
25.	**Total adjustments to the current year taxable value.** Add Lines 23 and 24.	$ 520,247,012
26.	**Adjusted current year taxable value.** Subtract Line 25 from Line 22.	$ 14,340,051,770
27.	**Current year NNR tax rate.** Divide Line 17 by Line 26 and multiply by $100. [25]	$ 0.362168 /$100
28.	**COUNTIES ONLY.** Add together the NNR tax rates for each type of tax the county levies. The total is the current year county NNR tax rate. [26]	$ 0.000000 /$100

Voter Approval Tax Rate

The voter-approval tax rate is the highest tax rate that a taxing unit may adopt without holding an election to seek voter approval of the tax rate. The type of taxing unit will determine the rate components that apply to a taxing units' overall voter-approval tax rate.

The voter-approval tax rate for a county is the sum of the voter-approval tax rates calculated for each type of tax the county levies. In most cases the voter-approval tax rate exceeds the no-new-revenue tax rate, but occasionally decreases in a taxing unit's debt service will cause the NNR tax rate to be higher than the voter-approval tax rate.

SECTION 2: Maintenance and Operations (M&O) and Debt Tax Rate Worksheet

This section calculates two components of the voter-approval tax rate:

1. **Maintenance and Operations (M&O) Tax Rate:** The M&O portion is the tax rate that is needed to raise the same amount of taxes that the taxing unit levied in the prior year plus the applicable percentage allowed by law. This rate accounts for such things as salaries, utilities and day-to-day operations.
2. **Debt Rate:** The debt rate includes the minimum dollar amount required to be paid toward debt service for the current year.[27] This rate accounts for principal and interest on bonds and other debt secured by property tax revenue.

Line	M&O and Debt Tax Rate Worksheet	Amount/Rate
29.	**Prior year M&O tax rate.** Enter the prior year M&O tax rate.	$ 0.113871 /$100
30.	**Prior year taxable value, adjusted for actual and potential court-ordered adjustments.** Enter the amount in Line 8 of the *No-New-Revenue Tax Rate Worksheet.*	$ 15,307,637,946
31.	**Total prior year M&O levy.** Multiply Line 29 by Line 30 and divide by $100.	$ 17,430,960
32.	**Adjusted prior year levy for calculating NNR M&O rate.** **A.** **M&O taxes refunded for years preceding the prior tax year.** Enter the amount of M&O taxes refunded in the preceding year for taxes before that year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2025. This line applies only to tax years preceding the prior tax year. + $ 187,779 **B.** **Prior year taxes in TIF.** Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no current year captured appraised value in Line 18D, enter 0. – $ 2,037,229 **C.** **Prior year transferred function.** If discontinuing all of a department, function or activity and transferring it to another taxing unit by written contract, enter the amount spent by the taxing unit discontinuing the function in the 12 months preceding the month of this calculation. If the taxing unit did not operate this function for this 12-month period, use the amount spent in the last full fiscal year in which the taxing unit operated the function. The taxing unit discontinuing the function will subtract this amount in D below. The taxing unit receiving the function will add this amount in D below. Other taxing units enter 0. +/- $ 0 **D.** **Prior year M&O levy adjustments.** Subtract B from A. For taxing unit with C, subtract if discontinuing function and add if receiving function. $ -1,849,450 **E.** Add Line 31 to 32D.	$ 15,581,510
33.	**Adjusted current year taxable value.** Enter the amount in Line 26 of the *No-New-Revenue Tax Rate Worksheet.*	$ 14,340,051,770
34.	**Current year NNR M&O rate (unadjusted).** Divide Line 32E by Line 33 and multiply by $100.	$ 0.108657 /$100

[25] Tex. Tax Code §26.04(c)
[26] Tex. Tax Code §26.04(d)
[27] Tex. Tax Code §26.012(3)

Line	M&O and Debt Tax Rate Worksheet		Amount/Rate
35.	**Rate adjustment for state criminal justice mandate.** [28]		
	A. Current year state criminal justice mandate. Enter the amount spent by a county in the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose.	$ 0	
	B. Prior year state criminal justice mandate. Enter the amount spent by a county in the 12 months prior to the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. Enter zero if this is the first time the mandate applies.	– $ 0	
	C. Subtract B from A and divide by Line 33 and multiply by $100.	$ 0.000000 /$100	
	D. Enter the rate calculated in C. If not applicable, enter 0.		$ 0.000000 /$100
36.	**Rate adjustment for indigent health care expenditures.** [29]		
	A. Current year indigent health care expenditures. Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, of the prior tax year and ending on June 30, of the current tax year, less any state assistance received for the same purpose.	$ 0	
	B. Prior year indigent health care expenditures. Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2024 and ending on June 30, 2025, less any state assistance received for the same purpose.	– $ 0	
	C. Subtract B from A and divide by Line 33 and multiply by $100.	$ 0.000000 /$100	
	D. Enter the rate calculated in C. If not applicable, enter 0.		$ 0.000000 /$100
37.	**Rate adjustment for county indigent defense compensation.** [30]		
	A. Current year indigent defense compensation expenditures. Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, of the prior tax year and ending on June 30,of the current tax year, less any state grants received by the county for the same purpose.	$ 0	
	B. Prior year indigent defense compensation expenditures. Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, 2024 and ending on June 30, 2025, less any state grants received by the county for the same purpose.	$ 0	
	C. Subtract B from A and divide by Line 33 and multiply by $100.	$ 0.000000 /$100	
	D. Multiply B by 0.05 and divide by Line 33 and multiply by $100.	$ 0.000000 /$100	
	E. Enter the lesser of C and D. If not applicable, enter 0.		$ 0.000000 /$100
38.	**Rate adjustment for county hospital expenditures.** [31]		
	A. Current year eligible county hospital expenditures. Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, of the prior tax year and ending on June 30, of the current tax year.	$ 0	
	B. Prior year eligible county hospital expenditures. Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2024 and ending on June 30, 2025.	$ 0	
	C. Subtract B from A and divide by Line 33 and multiply by $100.	$ 0.000000 /$100	
	D. Multiply B by 0.08 and divide by Line 33 and multiply by $100.	$ 0.000000 /$100	
	E. Enter the lesser of C and D, if applicable. If not applicable, enter 0.		$ 0.000000 /$100

[28] Tex. Tax Code §26.044
[29] Tex. Tax Code §26.0441
[30] Tex. Tax Code §26.0442
[31] Tex. Tax Code §26.0443

Line	M&O and Debt Tax Rate Worksheet	Amount/Rate
39.	**Rate adjustment for defunding municipality.** This adjustment only applies to a municipality that is considered to be a defunding municipality for the current tax year under Chapter 109, Local Government Code. Chapter 109, Local Government Code only applies to municipalities with a population of more than 250,000 and includes a written determination by the Office of the Governor. See Tax Code Section 26.0444 for more information. **A.** **Amount appropriated for public safety in the prior year.** Enter the amount of money appropriated for public safety in the budget adopted by the municipality for the preceding fiscal year. $ 0 **B.** **Expenditures for public safety in the prior year.** Enter the amount of money spent by the municipality for public safety during the preceding fiscal year $ 0 **C.** Subtract B from A and divide by Line 33 and multiply by $100 $ 0.000000 /$100 **D.** Enter the rate calculated in C. If not applicable, enter 0.	$ 0.000000 /$100
40.	**Adjusted current year NNR M&O rate.** Add Lines 34, 35D, 36D, 37E, and 38E. Subtract Line 39D.	$ 0.108657 /$100
41.	**Adjustment for prior year sales tax specifically to reduce property taxes.** Cities, counties and hospital districts that collected and spent additional sales tax on M&O expenses in the prior year should complete this line. These entities will deduct the sales tax gain rate for the current year in Section 3. Other taxing units, enter zero. **A.** Enter the amount of additional sales tax collected and spent on M&O expenses in the prior year, if any. Counties must exclude any amount that was spent for economic development grants from the amount of sales tax spent $ 3,518,820 **B.** Divide Line 41A by Line 33 and multiply by $100 $ 0.024538 /$100 **C.** Add Line 41B to Line 40.	$ 0.133195 /$100
42.	**Current year voter-approval M&O rate.** Enter the rate as calculated by the appropriate scenario below. **Special Taxing Unit.** If the taxing unit qualifies as a special taxing unit, multiply Line 41C by 1.08. **- or -** **Other Taxing Unit.** If the taxing unit does not qualify as a special taxing unit, multiply Line 41C by 1.035.	$ 0.137856 /$100
D42.	***Disaster Line 42 (D42):* Current year voter-approval M&O rate for taxing unit affected by disaster declaration.** [32] If the taxing unit is located in an area declared a disaster area and at least one person is granted an exemption under Tax Code Section 11.35 for property located in the taxing unit, the governing body may direct the person calculating the voter-approval tax rate to calculate a rate equal to the lesser of: **A.** The voter-approval tax rate calculated in the manner provided for a special taxing unit. Multiply line 41C by 1.08 [33] $ 0.143850 /$100 **- or -** **B.** The voter-approval M&O tax rate calculated in the manner provided for a taxing unit other than a special taxing unit plus the disaster relief rate. [34] Complete Section 5 through Line 68 to complete D42(B). a. Enter the **disaster relief cost.** $ b. **Disaster relief rate**. Divide Line D42(B)(a) by Line 26 and multiply by 100 $ /$100 c. Add Line D42(B)(b) to Line 42. $ /$100 d. Enter the **current year unused increment rate** from Line 68 $ /$100 e Add Line D42(c) to Line D42(d). $ /$100 The taxing unit shall continue to calculate the voter-approval tax rate in this manner until the earlier of: 1) the first year in which total taxable value on the certified appraisal roll exceeds the total taxable value of the tax year in which the disaster occurred; or 2) the third tax year after the tax year in which the disaster occurred. **C.** Enter Line D42(A) if less than Line D42(B)(e). If Line D42(B)(e) is less than line D42(A), enter Line D42(B)(c). [35] If the taxing unit does not qualify, do not complete Disaster Line 42 (Line D42).	$ /$100

[32] Tex. Tax Code §26.042
[33] Tex. Tax Code §26.042(a-2)(1)
[34] Tex. Tax Code §§26.042(a-1) and 26.042(a-2)(2)
[35] Tex. Tax Code §26.042(a-2)

Line	M&O and Debt Tax Rate Worksheet	Amount/Rate
43.	**Total current year debt to be paid with property taxes and additional sales tax revenue.** Debt means the interest and principal that will be paid on debts that: **(1)** are paid by property taxes; **(2)** are secured by property taxes; **(3)** are scheduled for payment over a period longer than one year; and **(4)** are not classified in the taxing unit's budget as M&O expenses. **A. Debt** also includes contractual payments to other taxing units that have incurred debts on behalf of this taxing unit, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. If the governing body of a taxing unit authorized or agreed to authorize a bond, warrant, certificate of obligation, or other evidence of indebtedness on or after Sept. 1, 2021, verify if it meets the amended definition of debt before including it here. [36] Enter debt amount ..... $ 45,693,296 **B.** Subtract **unencumbered fund amount** used to reduce total debt. ..... – $ 7,212,686 **C.** Subtract **certified amount spent from sales tax to reduce debt** (enter zero if none) ..... – $ 0 **D.** Subtract **amount paid** from other resources ..... – $ 1,250,000 **E. Adjusted debt.** Subtract B, C and D from A.	$ 37,230,610
44.	**Certified prior year excess debt collections.** Enter the amount certified by the collector. [37]	$ 0
45.	**Adjusted current year debt.** Subtract Line 44 from Line 43E.	$ 37,230,610
46.	**Current year anticipated collection rate.** **A.** Enter the current year anticipated collection rate certified by the collector. [38] ..... 100.00 % **B.** Enter the prior year actual collection rate. ..... 98.83 % **C.** Enter the 2024 actual collection rate. ..... 98.16 % **D.** Enter the 2023 actual collection rate. ..... 98.96 % **E.** If the anticipated collection rate in A is lower than actual collection rates in B, C and D, enter the lowest collection rate from B, C and D. If the anticipated rate in A is higher than at least one of the rates in the prior three years, enter the rate from A. Note that the rate can be greater than 100%. [39]	100.00 %
47.	**Current year debt adjusted for collections.** Divide Line 45 by Line 46E.	$ 37,230,610
48.	**Current year total taxable value.** Enter the amount on Line 22 of the *No-New-Revenue Tax Rate Worksheet*.	$ 14,860,298,782
49.	**Current year debt rate.** Divide Line 47 by Line 48 and multiply by $100.	$ 0.250537 /$100
50.	**Current year voter-approval M&O rate plus current year debt rate.** Add Lines 42 and 49.	$ 0.388393 /$100
D50.	***Disaster Line 50 (D50):* Current year voter-approval M&O and debt tax rate for taxing unit affected by disaster declaration.** Complete this line if the taxing unit calculated the voter-approval M&O tax rate in the manner provided by Line D42. Add Line D42(C) and 49.	$ /$100
51.	**COUNTIES ONLY.** Add together the voter-approval M&O and debt tax rates for each type of tax the county levies. The total is the current year county voter-approval M&O and debt tax rate.	$ 0.000000 /$100

[36] Tex. Tax Code §26.012(7)
[37] Tex. Tax Code §§26.012(10) and 26.04(b)
[38] Tex. Tax Code §26.04(b))
[39] Tex. Tax Code §26.04(h), (h-1) and (h-2)

SECTION 3: Adjustments for Additional Sales Tax to Reduce Property Taxes

Cities, counties and hospital districts may levy a sales tax specifically to reduce property taxes. Local voters by election must approve imposing or abolishing the additional sales tax. If approved, the taxing unit must reduce its NNR and voter-approval tax rates to offset the expected sales tax revenue.

This section should only be completed by a county, city or hospital district that is required to adjust its NNR tax rate and/or voter-approval tax rate because it adopted the additional sales tax.

Line	Additional Sales and Use Tax Worksheet	Amount/Rate
52.	**Taxable Sales.** For taxing units that adopted the sales tax in November of the prior tax year or May of the current tax year, enter the Comptroller's estimate of taxable sales for the previous four quarters.[40] Estimates of taxable sales may be obtained through the Comptroller's Allocation Historical Summary webpage. Taxing units that adopted the sales tax before November of the prior year, enter 0.	$ 0
53.	**Estimated sales tax revenue.** Counties exclude any amount that is or will be spent for economic development grants from the amount of estimated sales tax revenue. [41] **Taxing units that adopted the sales tax in November of the prior tax year or in May of the current tax year.** Multiply the amount on Line 52 by the sales tax rate (.01, .005 or .0025, as applicable) and multiply the result by .95. [42] **- or -** **Taxing units that adopted the sales tax before November of the prior year.** Enter the sales tax revenue for the previous four quarters. Do not multiply by .95.	$ 3,748,724
54.	**Current year total taxable value.** Enter the amount from Line 22 of the *No-New-Revenue Tax Rate Worksheet*.	$ 14,860,298,782
55.	**Sales tax adjustment rate.** Divide Line 53 by Line 54 and multiply by $100.	$ 0.025226 /$100
56.	**Current year NNR tax rate, unadjusted for sales tax.**[43] Enter the rate from Line 27 or 28, as applicable, on the *No-New-Revenue Tax Rate Worksheet*.	$ 0.362168 /$100
57.	**Current year NNR tax rate, adjusted for sales tax.** **Taxing units that adopted the sales tax in November the prior tax year or in May of the current tax year.** Subtract Line 55 from Line 56. Skip to Line 58 if you adopted the additional sales tax before November of the prior tax year.	$ /$100
58.	**Current year voter-approval tax rate, unadjusted for sales tax.**[44] Enter the rate from Line 50, Line D50 (disaster) or Line 51 (counties) as applicable, of the *M&O and Debt Tax Rate Worksheet*.	$ 0.388393 /$100
59.	**Current year voter-approval tax rate, adjusted for sales tax.** Subtract Line 55 from Line 58.	$ 0.363167 /$100

SECTION 4: Adjustment for Pollution Control

A taxing unit may raise its rate for M&O funds used to pay for a facility, device or method for the control of air, water or land pollution. This includes any land, structure, building, installation, excavation, machinery, equipment or device that is used, constructed, acquired or installed wholly or partly to meet or exceed pollution control requirements. The taxing unit's expenses are those necessary to meet the requirements of a permit issued by the Texas Commission on Environmental Quality (TCEQ). The taxing unit must provide the tax assessor with a copy of the TCEQ letter of determination that states the portion of the cost of the installation for pollution control.

This section should only be completed by a taxing unit that uses M&O funds to pay for a facility, device or method for the control of air, water or land pollution.

Line	Adjustment for Pollution Control Requirements Worksheet	Amount/Rate
60.	**Certified expenses from the Texas Commission on Environmental Quality (TCEQ).** Enter the amount certified in the determination letter from TCEQ. [45] The taxing unit shall provide its tax assessor-collector with a copy of the letter. [46]	$
61.	**Current year total taxable value.** Enter the amount from Line 22 of the *No-New-Revenue Tax Rate Worksheet*.	$
62.	**Additional rate for pollution control.** Divide Line 60 by Line 61 and multiply by $100.	$ /$100
63.	**Current year voter-approval tax rate, adjusted for pollution control.** Add Line 62 to one of the following lines (as applicable): Line 50, Line D50 (disaster), Line 51 (counties) or Line 59 (taxing units with the additional sales tax).	$ /$100

[40] Tex. Tax Code §26.041(d)
[41] Tex. Tax Code §26.041(i)
[42] Tex. Tax Code §26.041(d)
[43] Tex. Tax Code §26.04(c)
[44] Tex. Tax Code §26.04(c)
[45] Tex. Tax Code §26.045(d)
[46] Tex. Tax Code §26.045(i)

SECTION 5: Unused Increment Rate

The unused increment rate is the rate equal to the sum of the prior 3 years Foregone Revenue Amounts divided by the current taxable value. [47] The Foregone Revenue Amount for each year is equal to that year's adopted tax rate subtracted from that year's voter-approval tax rate adjusted to remove the unused increment rate multiplied by that year's current total value. [48]

The difference between the adopted tax rate and adjusted voter-approval tax rate is considered zero in the following scenarios:

- a tax year in which a taxing unit affected by a disaster declaration calculates the tax rate under Tax Code Section 26.042; [49]
- a tax year in which the municipality is a defunding municipality, as defined by Tax Code Section 26.0501(a); [50] or
- after Jan. 1, 2022, a tax year in which the comptroller determines that the county implemented a budget reduction or reallocation described by Local Government Code Section 120.002(a) without the required voter approval. [51]

This section should only be completed by a taxing unit that does not meet the definition of a special taxing unit. [52]

Line	Unused Increment Rate Worksheet	Amount/Rate
64.	**Year 3 Foregone Revenue Amount. Subtract the 2025 unused increment rate and 2025 actual tax rate from the 2025 voter-approval tax rate. Multiply the result by the 2025 current total value**	
	A. Voter-approval tax rate (Line 69)	$ 0.353152 /$100
	B. Unused increment rate (Line 68)	$ 0.000345 /$100
	C. Subtract B from A	$ 0.352807 /$100
	D. Adopted Tax Rate	$ 0.353000 /$100
	E. Subtract D from C	$ -0.000193 /$100
	F. 2025 Total Taxable Value (Line 61)	$ 15,132,143,197
	G. Multiply E by F and divide the results by $100. If the number is less than zero, enter zero.	$ 0
65.	**Year 2 Foregone Revenue Amount. Subtract the 2024 unused increment rate and 2024 actual tax rate from the 2024 voter-approval tax rate. Multiply the result by the 2024 current total value**	
	A. Voter-approval tax rate (Line 68)	$ 0.364820 /$100
	B. Unused increment rate (Line 67)	$ 0.000523 /$100
	C. Subtract B from A	$ 0.364297 /$100
	D. Adopted Tax Rate	$ 0.364700 /$100
	E. Subtract D from C	$ -0.000403 /$100
	F. 2024 Total Taxable Value (Line 60)	$ 13,419,113,943
	G. Multiply E by F and divide the results by $100. If the number is less than zero, enter zero.	$ 0
66.	**Year 1 Foregone Revenue Amount. Subtract the 2023 unused increment rate and 2023 actual tax rate from the 2023 voter-approval tax rate. Multiply the result by the 2023 current total value**	
	A. Voter-approval tax rate (Line 67)	$ 0.374698 /$100
	B. Unused increment rate (Line 66)	$ 0.000762 /$100
	C. Subtract B from A	$ 0.373936 /$100
	D. Adopted Tax Rate	$ 0.374000 /$100
	E. Subtract D from C	$ -0.000064 /$100
	F. 2023 Total Taxable Value (Line 60)	$ 12,270,406,860
	G. Multiply E by F and divide the results by $100. If the number is less than zero, enter zero.	$ 0
67.	**Total Foregone Revenue Amount.** Add Lines 64G, 65G and 66G	$ 0.000000
68.	**2026 Unused Increment Rate.** Divide Line 67 by Line 22 of the *No-New-Revenue Rate Worksheet*. Multiply the result by 100	$ 0.000000 /$100
69.	**Total 2026 voter-approval tax rate.** Add Line 68 to one of the following lines (as applicable): Line 50, Line D50 (only if Line D42(B) was used), Line 51 (counties), Line 59 (taxing units with additional sales tax) or Line 63 (taxing units with pollution)	$ 0.363167 /$100

[47] Tex. Tax Code §26.013(b)
[48] Tex. Tax Code §26.013(a)(1-a), (1-b), and (2)
[49] Tex. Tax Code §§26.04(c)(2)(A) and 26.042(a)
[50] Tex. Tax Code §26.0501(a) and (c)
[51] Tex. Local Gov't Code §120.007(d)
[52] Tex. Local Gov't Code §26.04(c)(2)(B)

SECTION 6: De Minimis Rate

The de minimis rate is the rate equal to the sum of the no-new-revenue maintenance and operations rate, the rate that will raise $500,000, and the current debt rate for a taxing unit. [53]

This section should only be completed by a taxing unit that is a municipality of less than 30,000 or a taxing unit that does not meet the definition of a special taxing unit. [54]

Line	De Minimis Rate Worksheet	Amount/Rate
70.	**Adjusted current year NNR M&O tax rate.** Enter the rate from Line 40 of the *M&O and Debt Tax Rate Worksheet.*	$ _____/$100
71.	**Current year total taxable value.** Enter the amount on Line 22 of the *No-New-Revenue Tax Rate Worksheet.*	$ _____
72.	**Rate necessary to impose $500,000 in taxes.** Divide $500,000 by Line 71 and multiply by $100.	$ _____/$100
73.	**Current year debt rate.** Enter the rate from Line 49 of the *M&O and Debt Tax Rate Worksheet.*	$ _____/$100
74.	**De minimis rate.** Add Lines 70, 72 and 73.	$ _____/$100

SECTION 7: Adjustment for Emergency Revenue Rate

In the tax year after the end of the disaster calculation time period detailed in Tax Code Section 26.042(a), a taxing unit that calculated its voter-approval tax rate in the manner provided for a special taxing unit due to a disaster must calculate its emergency revenue rate and reduce its voter-approval tax rate for that year. [55]

This section will apply to a taxing unit other than a special taxing unit that:

- directed the designated officer or employee to calculate the voter-approval tax rate of the taxing unit in the manner provided for a special taxing unit in the prior year; and
- the current year is the first tax year in which the total taxable value of property taxable by the taxing unit as shown on the appraisal roll for the taxing unit submitted by the assessor for the taxing unit to the governing body exceeds the total taxable value of property taxable by the taxing unit on January 1 of the tax year in which the disaster occurred or the disaster occurred four years ago.

Note: This section does not apply if a taxing unit is continuing to calculate its voter-approval tax rate in the manner provided for a special taxing unit because it is still within the disaster calculation time period detailed in Tax Code Section 26.042(a) because it has not met the conditions in Tax Code Section 26.042(a)(1) or (2).

Line	Emergency Revenue Rate Worksheet	Amount/Rate
75.	**2025 adopted tax rate.** Enter the rate in Line 4 of the *No-New-Revenue Tax Rate Worksheet.*	$ _____/$100
76.	**Adjusted 2025 voter-approval tax rate.** Use the taxing unit's Tax Rate Calculation Worksheets from the prior year(s) to complete this line. [56] If a disaster occurred in 2025 and the taxing unit calculated its 2025 voter-approval tax rate using a multiplier of 1.08 on Disaster Line 42 (D42) of the 2025 worksheet due to a disaster, complete the applicable sections or lines of *Form 50-856-a, Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet.* **- or -** If a disaster occurred prior to 2025 for which the taxing unit continued to calculate its voter-approval tax rate using a multiplier of 1.08 on Disaster Line 42 (D42) in 2025, complete form 50-856-a, *Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet* to recalculate the voter-approval tax rate the taxing unit would have calculated in 2025 if it had generated revenue based on an adopted tax rate using a multiplier of 1.035 in the years following the disaster. [57] Enter the final adjusted 2025 voter-approval tax rate from the worksheet.	$ _____/$100
77.	**Increase in 2025 tax rate due to disaster.** Subtract Line 76 from Line 75.	$ _____/$100
78.	**Adjusted 2025 taxable value.** Enter the amount in Line 14 of the *No-New-Revenue Tax Rate Worksheet.*	$ _____
79.	**Emergency revenue.** Multiply Line 77 by Line 78 and divide by $100.	$ _____
80.	**Adjusted current year taxable value.** Enter the amount in Line 26 of the *No-New-Revenue Tax Rate Worksheet.*	$ _____
81.	**Emergency revenue rate.** Divide Line 79 by Line 80 and multiply by $100. [58]	$ _____/$100
82.	**Current year voter-approval tax rate, adjusted for emergency revenue.** Subtract Line 81 from one of the following lines (as applicable): Line 50, Line D50 (disaster), Line 51 (counties), Line 59 (taxing units with the additional sales tax), Line 63 (taxing units with pollution control) or Line 69 (taxing units with the unused increment rate).	$ _____/$100

[53] Tex. Tax Code §26.012(8-a)
[54] Tex. Tax Code §26.063(a)(1)
[55] Tex. Tax Code §26.042(b)
[56] Tex. Tax Code §26.042(c)
[57] Tex. Tax Code §26.042(b)
[58] Tex. Tax Code §26.042(b)

SECTION 8: Total Tax Rate

Indicate the applicable total tax rates as calculated above.

No-new-revenue tax rate. ..... $ 0.362168 /$100
As applicable, enter the current year NNR tax rate from: Line 27, Line 28 (counties), or Line 57 (adjusted for sales tax).

Indicate the line number used: 27

Voter-approval tax rate ..... $ 0.363167 /$100
As applicable, enter the current year voter-approval tax rate from: Line 50, Line D50 (disaster), Line 51 (counties), Line 59 (adjusted for sales tax), Line 63 (adjusted for pollution control), Line 69 (adjusted for unused increment), or Line 82 (adjusted for emergency revenue).

Indicate the line number used: 69

De minimis rate. ..... $ _____ /$100
If applicable, enter the current year de minimis rate from Line 74.

SECTION 9: Addendum

An affected taxing unit that enters an amount described by Tax Code Section 26.012(6)(C) in line 21 must include the following as an addendum:

1. Documentation that supports the exclusion of value under Tax Code Section 26.012(6)(C); and
2. Each statement submitted to the designated officer or employee by the property owner or entity as required by Tax Code Section 41.48(c)(2) for that tax year.

Insert hyperlinks to supporting documentation:

SECTION 10: Taxing Unit Representative Name and Signature

Enter the name of the person preparing the tax rate as authorized by the governing body of the taxing unit. By signing below, you certify that you are the designated officer or employee of the taxing unit and have accurately calculated the tax rates using values that are the same as the values shown in the taxing unit's certified appraisal roll or certified estimate of taxable value, in accordance with requirements in the Tax Code. [59]

print here ➧ Catherine Totty
Printed Name of Taxing Unit Representative

sign here ➧ Catherine Totty
Taxing Unit Representative

07/24/2026
Date

[59] Tex. Tax Code §26.04(c-2) and (d-2)

Notice About 2026 Tax Rates

Property Tax Rates in City of Georgetown.

This notice concerns the 2026 property tax rates for City of Georgetown.

This notice provides information about two tax rates used in adopting the current tax year's tax rate. The no-new-revenue tax rate would Impose the same amount of taxes as last year if you compare properties taxed in both years. In most cases, the voter-approval tax rate is the highest tax rate a taxing unit can adopt without holding an election. In each case, these rates are calculated by dividing the total amount of taxes by the current taxable value with adjustments as required by state law. The rates are given per $100 of property value.

This year's no-new-revenue tax rate ..... $0.362168/$100.

This year's voter-approval tax rate ..... $0.363167/$100.

To see the full calculations, please visit https://wilcotx.gov/propertytax for a copy of the Tax Rate Calculation Worksheet.

Unencumbered Fund Balances.

The following estimated balances will be left in the taxing unit's accounts at the end of the fiscal year. These balances are not encumbered by corresponding debt obligation.

Type of Fund	Balance
M&O Funds	$0
I&S Funds	$0

Current Year Debt Service.

The following amounts are for long-term debts that are secured by property taxes. These amounts will be paid from upcoming property tax revenues (or additional sales tax revenues, if applicable).

Description of Debt	Principal or Contract Payment To be Paid From Property Taxes	Interest to be Paid From Property Taxes	Other Amounts To be Paid	Total Payment
Other City Facilities	$6,213,811	$3,988,922		$10,202,733
Parks and Recreation	$2,283,150	$1,488,756		$3,771,906
Public Safety	$6,947,250	$3,433,394		$10,380,644
Streets and Transportation	$11,802,100	$9,535,913		$21,338,013

	Total required for 2026 debt service	$ 45,693,296
-	Amount (if any) paid from funds listed in unencumbered funds	$ 7,212,686
-	Amount (if any) paid from other resources	$ 1,250,000
-	Excess collections last year	$ 0
	= Total to be paid from taxes in 2026	$ 37,230,610
	+ Amount added in anticipation that the taxing unit will collect only 100.000000% of its taxes in 2026	$ 0
=	Total Debt Levy	$ 37,230,610

This notice contains a summary of the no-new-revenue and voter-approval calculations as certified by Catherine Totty, Williamson County Tax Assessor/Collector, 07/31/2026.

Visit Texas.gov/PropertyTaxes to find a link to your local property tax database on which you can easily access information regarding your property taxes, including information about proposed tax rates and scheduled public hearings of each entity that taxes your property.

The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.

City of Georgetown, Texas
City Council
August 25, 2026

SUBJECT:
First Reading - Administrative Department Updates

SUGGESTED ACTION:
First Reading of an Ordinance amending § 2.08.010. "Administrative Departments" of the Georgetown Code of Ordinances -- Randi Cormack, Budget Manager

ITEM SUMMARY:
This ordinance formally re-establishes Administrative Departments as required by City Charter for the fiscal year 2027 Annual Budget. This ordinance has not been updated since September 12, 2023. The ordinance reflects new Administrative Departments, Development Services and Intergovernmental Relations and re-naming 311 Call Cetner to AskGTX, Purchasing to Procurement and Contract Services and Building Inspections to Inspection Services.

FINANCIAL IMPACT:

SUBMITTED BY:
Aaron St Pierre, Finance/Purchasing

ATTACHMENTS:
AdminOrd (8.25.2026) - RC.pdf

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, AMENDING SECTION 2.08.010 OF THE CODE OF ORDINANCES REGARDING ADMINISTRATIVE DEPARTMENTS; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND SETTING AN EFFECTIVE DATE.

WHEREAS, the City Council has reviewed the proposed 2027 Annual Budget for the City of Georgetown, and the Administrative Department revisions contained therein; and

WHEREAS, City Charter Section 5.04 "Directors of Departments" establishes the City's organizational hierarchy; and

WHEREAS, the Administrative Departments are established and maintained for budgetary purposes, and the City proposes certain changes to the organization of such Departments; and

WHEREAS, the City Council deems it necessary to amend § 2.08.010 of the City of Georgetown Code of Ordinances entitled "Administrative Departments."

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

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

SECTION 2. The City of Georgetown Code of Ordinances, Chapter 2.08, Administration, Section 10, Administrative Departments, is hereby amended to read as follows:

There are hereby established the following administrative departments of the City:

Inspections, Development Services, Planning

City Attorney's Office and Real Estate Services

City Manager's Office, Organizational development, Emergency Management, Intergovernmental Relations

City Secretary's Office

Communications and Public Engagement

Customer Care and AskGTX

Economic Development

Tourism, Downtown, Arts & Events

Electric Services

Finance Administration, Accounting, Fleet, Municipal Court, Procurement and Contract Services, and Utility Billing

Fire and Emergency Medical Services

Human Resources

Information Technology

Library

Parks and Recreation

Police Services and Animal Control

Public Works, Airport, Code Compliance, Environmental Services, Facilities, Stormwater, and Streets

Systems Engineering and Transportation Planning

Water Services

SECTION 3. All ordinances and resolutions, or parts of ordinances and resolutions, in conflict with this Ordinance are hereby repealed, and are no longer of any force and effect.

SECTION 4. If any provision of this Ordinance or application thereof to any person or circumstance shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are hereby declared to be severable.

SECTION 5. The Mayor is hereby authorized to sign this Ordinance and the City Secretary to attest. This ordinance shall become effective October 1, 2026 with adoption of the 2027 Annual Budget by the City Council of the City of Georgetown, Texas.

PASSED AND APPROVED on First Reading on the 25nd day of August, 2026.

PASSED AND APPROVED on Second Reading on the 11th day of September, 2026.

ATTEST:

THE CITY OF GEORGETOWN:

Robyn Densmore
City Secretary

By: Josh Schroeder
Mayor

APPROVED AS TO FORM:

Skye Masson
City Attorney

City of Georgetown, Texas
City Council
August 25, 2026

SUBJECT:
First Reading - Amendment to Miscellaneous Utility Account Fees

SUGGESTED ACTION:
First Reading of an Ordinance amending Section 13.04.240 of Chapter 13.04, Article VII of the Code of Ordinances of the City of Georgetown, regarding the Meter Tampering Fee -- Cherie Hernandez, Customer Billing Manager

ITEM SUMMARY:
As part of the FY27 budget process, City staff reviewed miscellaneous utility fees to confirm that the amounts continue to reflect the labor, equipment, materials, and administrative costs associated with providing each service.

The review identified recommended adjustments to the Meter Tampering Fee.

Meter tampering incidents require investigation, documentation, coordination between multiple departments, field response, and the repair or replacement of City equipment. The proposed increase reflects the current costs associated with responding to and correcting these incidents.

The proposed fee will become effective October 1, 2026.

A summary table outlining the current and recommended fee amounts is included below:

Deposit Requirement or Service Charge	Current	Recommended
Meter Tampering Fee	$880.00	$990.00

FINANCIAL IMPACT:
Revenue associated with miscellaneous utility fees is budgeted within the City's Utility Fund. The proposed adjustments are intended to recover the City's costs when these services are required and reduce the amount subsidized by the broader utility customer base. The overall revenue impact is expected to be minimal because these fees are assessed only when the applicable service or incident occurs, as these fees are not designed to be revenue generating

SUBMITTED BY:
Aaron St Pierre, Finance/Purchasing

ATTACHMENTS:
Review of Miscellaneous Utility Account Fee.pdf
Ordinance Sec.13.04.240. Damaging_bypassing_connecting_tampering_etc_of meters_08.18.2026.pdf

Ordinance Sec.13.04.240(c)_redline.pdf

Review of Miscellaneous Utility Account Fees

City Council, August 25, 2026

Purpose of Review

- Regular review ensure policies align with current service realities
- Confirm that fees continue to reflect the City's current cost to provide each service
- Update charges when labor, equipment, materials or operational requirements have changed.
- Recover incident-specific costs from the customer requiring the service rather than spreading those costs across all utility customers.
- Maintain clear and transparent fees in the City's ordinance.

Methodology

- Review completed by City staff as part of the FY27 Budget process
- Evaluated:
  - Staff time
  - Equipment and vehicle usage
  - Administrative processes
- Recommendations ensure cost recovery and minimize customer subsidy

Summary of Proposed Fee Changes

Deposit Requirement or Service Charge	Current	Proposed
Meter Tampering Fee	$880	$990

Meter Tampering Fee

- Applies when irregular usage or wiring is identified by Billing or field staff
- Covers the investigation and corrective work required to protect City equipment and restore service properly

Process:

- 🔎 Review and document the irregular usage
- 🎫 Create a service ticket for investigation
- 🧰 Dispatch a meter technician to inspect the site
- ⚖️ Coordinate with Billing, Legal, and Police when needed
- 🔌 Disconnect and reconnect service
- 🖲️ Replace the meter and meter can, when necessary

2026 Cost Breakdown:

- 👷 **Labor:** $281.21
- 🖲️ **Meter & Meter Can:** $677.53
- 🚚 **Service Truck:** $24.45

Total Calculated Cost: $983.19

Meter Tampering Fee

What is Driving the Cost?

Replacement metering equipment represents the largest portion of the cost—approximately 69% of the total calculated fee.

The proposed $990 fee more closely reflects the actual cost of investigating and correcting a meter tampering incident.

Costs Included:

- 👷 Staff time and field investigation
- 📟 Replacement meter and meter can
- 🚚 Service truck and equipment
- 📋 Administrative review and follow-up

👷 **+** 📟 **+** 🚚 **= Actual Cost to Respond**

This fee ensures the costs associated with investigating and correcting meter tampering are paid by the responsible customer rather than spread across all utility customers.

Financial Impact

- Revenue associated with miscellaneous utility account fees is budgeted within the City's Utility Funds and the Joint Service Fund
- The proposed adjustments are intended to recover the current labor, equipment, and material costs associated with meter tampering investigations and additional electric service trips.
- The overall revenue impact is expected to be minimal because the fees are assessed only when the applicable service or incident occurs.
- The purpose of the fees is cost recovery – not generating additional revenue.

First Reading of an Ordinance

- **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, AMENDING SECTION 13.04.240(c) OF CHAPTER 13.04, ARTICLE VII OF THE CODE OF ORDINANCES OF THE CITY OF GEORGETOWN, REGARDING THE METER TAMPERING FEE; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.**

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, AMENDING SECTION 13.04.240(c) OF CHAPTER 13.04, ARTICLE VII OF THE CODE OF ORDINANCES OF THE CITY OF GEORGETOWN, REGARDING THE METER TAMPERING FEE; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Charter grants the City Council the authority to adopt and amend ordinances necessary for the management of City and fiscal operations; and

WHEREAS, City Staff conducted a review of the Meter Tampering Fee and associated costs as part of the annual budget review process; and

WHEREAS, the review determined that the Meter Tampering Fee should be updated to reflect current labor, material, and equipment costs associated with investigating and responding to meter tampering incidents; and

WHEREAS, the City Council of the City of Georgetown wishes to amend the Meter Tampering Fee in Section 13.04.240(c) of the Code of Ordinances, to be effective October 1, 2026;

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

Section 1. The meeting at which this ordinance was approved was conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 2. The facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and correct and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim.

Section 3. Section 13.04.240(c) of the Code of Ordinances is hereby amended as shown below:

> C. Meter Tampering Fine: $990.00. This fee shall be assessed for any violation of the provisions of this Section, with each violation constituting a separate offense. This fee shall be in addition to any costs accrued for the replacement or repair of damaged meters or meter reading equipment, or unbilled consumption.

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

Section 5. If any provision of this ordinance, or application thereof, to any person or circumstance, shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this ordinance, which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are hereby declared to be severable.

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

PASSED AND APPROVED on First Reading on the _____of _____, 2026.

PASSED AND APPROVED on Second Reading on the _____ of _____, 2026.

CITY OF GEORGETOWN, TEXAS

_____
Josh Schroeder, Mayor

ATTEST:

_____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

_____
Skye Masson, City Attorney

Sec. 13.04.240. Damaging, bypassing, connecting, tampering, etc., of meters.

C. Meter Tampering Fine: ~~$880.00~~ $990.00. This fee shall be assessed for any violation of the provisions of this Section, with each violation constituting a separate offense. This fee shall be in addition to any costs accrued for the replacement or repair of damaged meters or meter reading equipment, or unbilled consumption.

City of Georgetown, Texas
City Council
August 25, 2026

SUBJECT:
Public Hearing and First Reading - 2026 Annual Service Plan Update and Assessment Roll for Georgetown Village PID

SUGGESTED ACTION:
Public Hearing and First Reading of an Ordinance approving and adopting the final 2026 Annual Service Plan Update, 2026 Assessment Role, establishing classification for the apportionment of costs and the method of assessing special assessments for the supplemental services and improvements to the property in the Georgetown Village Public Improvement District No. 1 (GVPID), closing the hearing and levying assessments for the cost of certain supplemental services and improvements to be provided in the GVPID during FY27, fixing charges and liens against the property in the GVPID and against the owners thereof, and providing for the collection of the assessments -- Kyle Shafman, P3Works, LLC, City of Georgetown's PID Administrator

ITEM SUMMARY:
The City Council authorized the creation of the Georgetown Village Public Improvement District (GVPID) in 1999 via Resolution No. 990223-N and amended via Resolution Numbers 050801-AA-1, 032602-R, 040803-V-2, 011309-JJ, 062612-M, and 072214-R, to fund certain supplemental services and improvements that benefit the land within the approximate 391.83-acre district (Exhibit "A"). These improvements include pocket parks, landscape areas, signage, distinctive lighting, sidewalks and trails, alleyways, recreational facilities and other hardscape improvements, water quality facilities, and street trees. Additionally, it includes those services necessary for the administration and operation of the district, including those of the City and the annual collection of assessments.

On July 28, 2026, the City Council set August 25, 2026, as the public hearing date for the levy of assessment. The proposed total estimated supplemental services and improvements to be provided for the District for FY2027 is approximately $545,006. The cost to provide and maintain these services will be funded through an assessment of $0.11 per $100 valuation, in addition to dollars from the Replacement and Repair Reserve cash on hand. The average property value based on the 2026 Williamson County Appraisal District is approximately $431,090; therefore, homeowners pay on average around $474 this year. Property owners in the GVPID pay this assessment at the same time as they pay the City of Georgetown property tax.

The final 2026 Annual Service Plan Update ("SAP Update"), which includes the 2026 Assessment Roll, method of assessment and levy of assessment is attached as Exhibit "B". The proposed SAP Update are feasible and sound and will serve the needs and desires of the property owners.

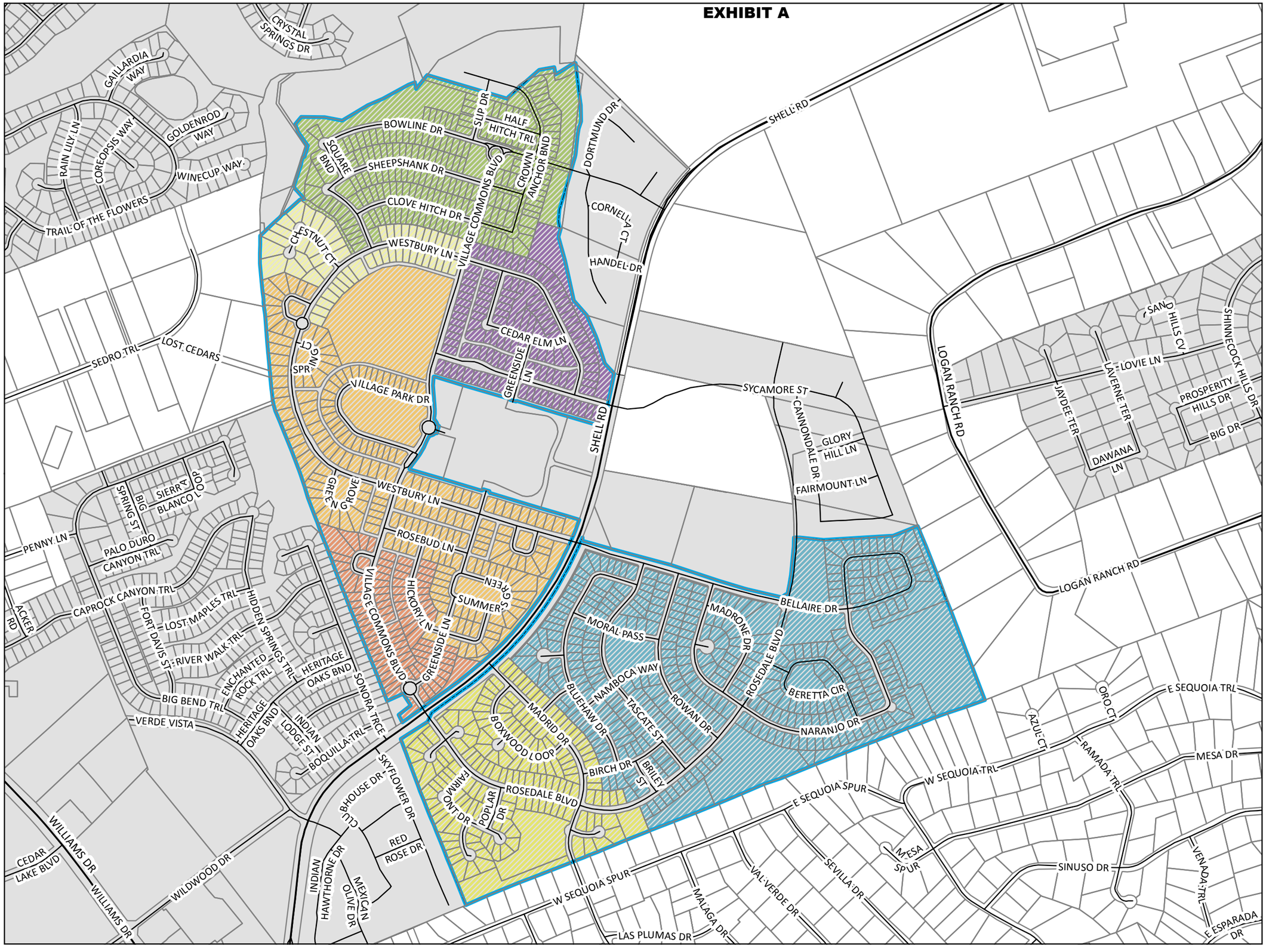
FINANCIAL IMPACT:
The proposed total estimated supplemental services and improvements to be provided for the District for FY2027 is approximately $545,006. The cost to provide and maintain these services will be funded through an assessment of $0.11 per $100 valuation, in addition to dollars from the Replacement and Repair Reserve cash on hand. The average property value based on the 2026

Williamson County Appraisal District is approximately $431,090; therefore, homeowners pay on average around $474 this year. Property owners in the GVPID pay this assessment at the same time as they pay the City of Georgetown property tax.

SUBMITTED BY:
Cresta Lyons, City Manager's Office

ATTACHMENTS:
Exhibit_A_GVPID_Boundary_Map.pdf
Georgetown Village PID_Presentation.pdf
Georgetown Village SAP Update_Final.pdf
Georgetown Village PID_Assessment Ordinance.pdf

EXHIBIT A



EST. 1848
GEORGETOWN
TEXAS

Georgetown Village PID Location Map

Shell Road
City Council District 5

August 2020

LEGEND

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

N
W E
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0 212.5 425 850 1,275 Feet

For Information Purposes Only

Georgetown Village Public Improvement District No. 1

AUGUST 25, 2026

Purpose

- Discussion on the annual update to the Service and Assessment Plan (SAP)
  - FY 2027 Budget, 5-year Service Plan, and proposed Assessment Roll
  - Recall current FY 2026 Budget is based on the assessment of $0.12 per $100 of assessed valuation
  - Resolution to set the PH for 2026 SAP update and file Assessment Roll in City Secretary's office

	FY 2026 APPROVED	FY 2026 PROJECTIONS[a]
Beginning Fund Balance		
Beginning Fund Balance	$ -	$ -
Contingency Reserve	**$ 101,162**	**$ 109,090**
Replacement and Repair Reserve	**$ 499,644**	**$ 548,146**
Revenue		
Ad Valorem Taxes Projected [a]	$ 611,800	$ 611,800
Ad Valorem Taxes Actual		
Allocated Interest	$ 990	$ 990
Property Taxes - Penalties and Interest	$ -	$ -
Sub Total	$ 612,790	$ 612,790
Reserves Needed in FY 2026		
Contingency Reserve	$ -	$ -
Replacement and Repair Reserve	$ -	$ -
CIP Rollover from FY 2025		
Sub Total	$ -	$ -
Total Revenue	**$ 612,790**	**$ 612,790**
Operation Expenses		
PID Administration		
Administrative (Joint Services) Allocation	$ 5,753	$ 5,753
Appraisal Contracts - WCAD & Tax Assessor Collector	$ 3,940	$ -
Consulting - Community Engagement - (Budget)	$ -	$ -
Consulting - PID Administration	$ 22,517	$ 22,517
General Fund Allocation	$ 25,884	$ 411
Office Supplies	$ 318	$ -
Printing	$ 2,364	$ -
Property and Casualty Insurance	$ 1,126	$ -
Parks and Recreation		
Mowing Contracts (Parklets + Common Areas)	$ 124,848	$ 124,848
Sign Maintenance	$ 5,202	$ 9,202
Tree and Landscape Maintenance		
Landscaping - Including Design	$ 10,404	$ 10,604
Tree and Shrub Removal Services	$ 10,404	$ 10,404
Maintenance - Miscellaneous	$ 5,202	$ -
Utilities	$ 76,372	$ 88,269
Public Works		
Pond/Vegetation Maintenance	$ 58,727	$ -
Mowing Contracts (Ponds + Alleyways)		
Ponds and Irrigation Systems Maintenance		
Sidewalk Maintenance	$ 31,585	$ -
Street Maintenance	$ 51,714	$ -
Street Tree Maintenance (Trimming + Removal)		
Sub Total	$ 436,360	$ 272,008

	FY 2026 APPROVED	FY 2026 PROJECTIONS[a]
Reserves Deposits		
Replacement and Repair Reserve	$ 56,430	$ 233,413
Sub Total	$ 56,430	$ 233,413
Improvement Projects		
Parks	$ 120,000	$ 107,369
Fitness Equipment		
Public Works		
[Additional projects can be addressed here]		
Repairs & Replacement		
Alley Sealant [b]		
Site Furnishings		
Parks Equipment Replacement		
[Additional projects can be addressed here]		
Sub Total	$ 120,000	$ 107,369
Total Expense	**$ 612,790**	**$ 612,790**
Reserves Balance		
Contingency Reserve [c]	$ 109,090	$ 68,002
Replacement and Repair Reserve [d]	$ 548,146	$ 822,647

Notes:

[a] Each following year is an estimate only, assuming value increases by 2%. Actual Value shall be updated in each year in such corresponding O&M Annual Service Plan Update.

[b] Alley maintenance every 5 years

[c] 90 days reserve

[d] Available for future improvements

FY2026 Budget Comparison (Approved – Projections)

Revenue for Annual Assessment Rate

Rate	Projected Preliminary Annual Assessment
$0.11	$543,906.34

	FY 2027[a]	FY 2028[a]	FY 2029[a]	FY 2030[a]	FY 2031[a]
Beginning Fund Balance					
Beginning Fund Balance	$ -	$ -	$ -	$ -	$ -
Contingency Reserve	**$ 68,002**	**$ 71,478**	**$ 72,908**	**$ 74,366**	**$ 75,853**
Replacement and Repair Reserve	**$ 822,647**	**$ 1,078,263**	**$ 1,291,086**	**$ 1,559,143**	**$ 1,832,540**
Revenue					
Ad Valorem Taxes Projected [a]	$ 543,906	$ 554,784	$ 565,880	$ 577,198	$ 588,742
Ad Valorem Taxes Actual					
Allocated Interest	$ 900	$ 1,000	$ 1,000	$ 1,000	$ 1,000
Property Taxes - Penalties and Interest	$ 200	$ 100	$ 100	$ 100	$ 100
Sub Total	$ 545,006	$ 555,884	$ 566,980	$ 578,298	$ 589,842
Reserves Needed in FY 2026					
Contingency Reserve	$ -	$ -	$ -	$ -	$ -
Replacement and Repair Reserve	$ -	$ 50,000	$ -	$ -	$ -
CIP Rollover from FY 2025					
Sub Total	$ -	$ 50,000	$ -	$ -	$ -
Total Revenue	**$ 545,006**	**$ 605,884**	**$ 566,980**	**$ 578,298**	**$ 589,842**
Operation Expenses					
PID Administration					
Administrative (Joint Services) Allocation	$ 10,000	$ 10,200	$ 10,404	$ 10,612	$ 10,824
Appraisal Contracts - WCAD & Tax Assessor Collector	$ -	$ -	$ -	$ -	$ -
Consulting - Community Engagement - (Budget)	$ -	$ -	$ -	$ -	$ -
Consulting - PID Administration	$ 27,301	$ 27,847	$ 28,404	$ 28,972	$ 29,551
General Fund Allocation	$ 419	$ 428	$ 436	$ 445	$ 454
Office Supplies	$ -	$ -	$ -	$ -	$ -
Printing	$ -	$ -	$ -	$ -	$ -
Property and Casualty Insurance	$ -	$ -	$ -	$ -	$ -
Parks and Recreation					
Mowing Contracts (Parklets + Common Areas)	$ 127,345	$ 129,892	$ 132,490	$ 135,139	$ 137,842
Sign Maintenance	$ 9,386	$ 9,574	$ 9,765	$ 9,961	$ 10,160
Tree and Landscape Maintenance	$ -				
Landscaping - Including Design	$ 10,816	$ 11,032	$ 11,253	$ 11,478	$ 11,708
Tree and Shrub Removal Services	$ 10,612	$ 10,824	$ 11,041	$ 11,262	$ 11,487
Maintenance - Miscellaneous	$ -	$ -	$ -	$ -	$ -
Utilities	$ 90,034	$ 91,835	$ 93,672	$ 95,545	$ 97,456
Public Works					
Pond/Vegetation Maintenance	$ -	$ -	$ -	$ -	$ -
Mowing Contracts (Ponds + Alleyways)					
Ponds and Irrigation Systems Maintenance					
Sidewalk Maintenance	$ -	$ -	$ -	$ -	$ -
Street Maintenance	$ -	$ -	$ -	$ -	$ -
Street Tree Maintenance (Trimming + Removal)					
Sub Total	$ 285,914	$ 291,632	$ 297,465	$ 303,414	$ 309,482

	FY 2027[a]	FY 2028[a]	FY 2029[a]	FY 2030[a]	FY 2031[a]
Reserves Deposits					
Replacement and Repair Reserve	$ 259,093	$ 264,252	$ 269,515	$ 274,884	$ 280,359
Sub Total	$ 259,093	$ 264,252	$ 269,515	$ 274,884	$ 280,359
Improvement Projects					
Parks					
Fitness Equipment					
Public Works					
[Additional projects can be addressed here]					
Repairs & Replacement					
Alley Sealant [b]		$ 50,000			
Site Furnishings					
Parks Equipment Replacement					
[Additional projects can be addressed here]					
Sub Total	$ -	$ 50,000	$ -	$ -	$ -
Total Expense	**$ 545,006**	**$ 605,884**	**$ 566,980**	**$ 578,298**	**$ 589,842**
Reserves Balance					
Contingency Reserve [c]	$ 71,478	$ 72,908	$ 74,366	$ 75,853	$ 77,371
Replacement and Repair Reserve [d]	$ 1,078,263	$ 1,291,086	$ 1,559,143	$ 1,832,540	$ 2,111,382

Notes:

[a] Each following year is an estimate only, assuming value increases by 2%. Actual Value shall be updated in each year in such corresponding O&M Annual Service Plan Update.

[b] Alley maintenance every 5 years

[c] 90 days reserve

[d] Available for future improvements

FY2027 Budget and next 4 years:

Next Steps

- P3Works provided updated Preliminary Service and Assessment Plan including preliminary values provided by WCAD
- August 14, 2026 – PH Notice published in Sun, mailed notices to property owners within GV PID
- August 25, 2026 – PH and first reading of ORD

Questions?

Georgetown Village Public Improvement District No. 1

2026 O&M ANNUAL SERVICE PLAN UPDATE

AUGUST 25, 2026

AUSTIN, TX | NORTH RICHLAND HILLS, TX

INTRODUCTION

On February 23, 1999, after due process, the City Council passed Resolution No. 990223-N approving and authorizing the creation of the District to finance the costs of Authorized Improvements and to fund the cost of the maintenance of the Public Improvements for the Assessed Property within the District.

On April 27, 1999, after due process, the City Council approved the SAP for the District by adopting Ordinance No. 99-22, which approved the levy of the Operations and Maintenance Assessment for Assessed Property within the District.

From 2001 to 2014, after due process, the City Council authorized the inclusion of additional real property into the District pursuant to Resolution No. 050801-AA-1, 032602-R, 040803-V-2, 011309-JJ, 062612-M, and 072214-R for the total combined area of approximately 391.83 acres.

On September 27, 2016, after due process, the City Council approved the annual service and assessment plan update by approving Ordinance No. 2016-61, which provided terms for the Operations and Maintenance Assessment to finance the costs of Authorized Improvements and to fund the cost of the maintenance of the Public Improvements for the Assessed Property within the District and approved the levy of Assessments and Assessment Roll for Operations and Maintenance Costs and Annual Collection Costs.

On August 22, 2017, after due process, the City Council approved the annual service and assessment plan update by approving Ordinance No. 2017-46, which provided terms for the Operations and Maintenance Assessment to finance the costs of Authorized Improvements and to fund the cost of the maintenance of the Public Improvements for the Assessed Property within the District and approved the levy of Assessments and Assessment Roll for Operations and Maintenance Costs and Annual Collection Costs.

On August 28, 2018, after due process, the City Council approved the annual service and assessment plan update by approving Ordinance No. 2018-46, which provided terms for the Operations and Maintenance Assessment to finance the costs of Authorized Improvements and to fund the cost of the maintenance of the Public Improvements for the Assessed Property within the District and approved the levy of Assessments and Assessment Roll for Operations and Maintenance Costs and Annual Collection Costs.

On September 10, 2019, after due process, the City Council approved the annual service and assessment plan update by approving Ordinance No. 2019-68, which provided terms for the Operations and Maintenance Assessment to finance the costs of Authorized Improvements and to fund the cost of the maintenance of the Public Improvements for the Assessed Property within

the District and approved the levy of Assessments and Assessment Roll for Operations and Maintenance Costs and Annual Collection Costs.

On September 8, 2020, after due process, the City Council approved the annual service and assessment plan update by approving Ordinance No. 2020-56, which provided terms for the Operations and Maintenance Assessment to finance the costs of Authorized Improvements and to fund the cost of the maintenance of the Public Improvements for the Assessed Property within the District and approved the levy of Assessments and Assessment Roll for Operations and Maintenance Costs and Annual Collection Costs.

On August 24, 2021, after due process, the City Council approved the 2021 Amended and Restated O&M Service and Assessment Plan and levied Operations and Maintenance Assessment to finance the costs of Authorized Improvements and to fund the cost of the maintenance of the Public Improvements by approving Ordinance No. 2021-60. The SAP identified the Authorized Improvements to be funded by the District, the costs of the Authorized Improvements, the Operations and Maintenance Costs, and the manner of assessing the property specially benefited. The City also adopted an Assessment Roll identifying the Assessment on each Lot within the District, based on the method of assessment identified in the SAP.

On August 23, 2022, the City Council approved the 2022 O&M Annual Service Plan Update and levied Operations and Maintenance Assessment to finance the costs of Authorized Improvements and the Operations and Maintenance Costs and approved an updated Assessment Roll by adopting Ordinance No. 2022-60.

On August 22, 2023, the City Council approved the 2023 O&M Annual Service Plan Update and levied Operations and Maintenance Assessment to finance the costs of Authorized Improvements and the Operations and Maintenance Costs and approved an updated Assessment Roll by adopting Ordinance No. 2023-41.

On August 27, 2024, the City Council approved the 2024 O&M Annual Service Plan Update and levied Operations and Maintenance Assessment to finance the costs of Authorized Improvements and the Operations and Maintenance Costs and approved an updated Assessment Roll by adopting Ordinance No. 2024-23.

On September 9, 2025, the City Council approved the 2025 O&M Annual Service Plan Update and levied Operations and Maintenance Assessment to finance the costs of Authorized Improvements and the Operations and Maintenance Costs and approved an updated Assessment Roll by adopting Ordinance No. 2025-46.

This 2026 O&M Annual Service Plan Update shall (1) levy a 2026 Operations and Maintenance Assessment and associated Annual Collection Costs, (2) create a lien against Assessed Property within the District to finance the costs of Authorized Improvements and Operations and

Maintenance Costs, and (3) serve as the 2026 O&M Annual Service Plan Update in accordance with the PID Act.

PARCEL SUBDIVISION

The following plats have been recorded in the District.

- The final plat for Georgetown Village Section 2A was recorded in the official public records of the County on February 12, 1997, and consists of 66 residential Lots classified as Single-Family Lot Types, and 6 Lots classified as Non-Assessed Property.
- The final plat for Georgetown Village Section 3 was recorded in the official public records of the County on June 23, 1998, and consists of 59 residential Lots classified as Single-Family Lot Types, and 2 Lots classified as Non-Assessed Property.
- The final plat for Georgetown Village Section 2B was recorded in the official public records of the County on February 26, 1999, and consists of 26 residential Lots classified as Single-Family Lot Types, and 1 Lot classified as Non-Assessed Property.
- The final plat for Georgetown Village Section 4 was recorded in the official public records of the County on September 13, 1999, and consists of 1 Lot classified as Non-Assessed Property.
- The final plat for Georgetown Village Section 1 was recorded in the official public records of the County on November 30, 2000, and consists of 1 Lot classified as Non-Assessed Property.
- The final plat for Georgetown Village Section 3B was recorded in the official public records of the County on November 30, 2000, and consists of 78 residential Lots classified as Single-Family Lot Types, and 4 Lots classified as Non-Assessed Property.
- The final plat for Georgetown Village Section 2C was recorded in the official public records of the County on March 12, 2001, and consists of 9 residential Lots classified as Single-Family Lot Types, and 1 Lot classified as Non-Assessed Property.
- The final plat for Georgetown Village Section 4B was recorded in the official public records of the County on November 11, 2001, and consists of 33 residential Lots classified as Single-Family Lot Types, and 0 Lots classified as Non-Assessed Property.
- The final plat for Georgetown Village Section 5 was recorded in the official public records of the County on March 20, 2002, and consists of 52 residential Lots classified as Single-Family Lot Types, and 1 Lot classified as Non-Assessed Property.
- The final plat for Georgetown Village Section 7 was recorded in the official public records of the County on August 25, 2003, and consists of 96 residential Lots classified as Single-Family Lot Types, and 4 Lots classified as Non-Assessed Property.
- The final plat for Georgetown Village Section 8 was recorded in the official public records of the County on June 21, 2006, and consists of 65 residential Lots classified as Single-Family Lot Types, and 1 Lot classified as Non-Assessed Property.
- The final plat for Georgetown Village Section 6 was recorded in the official public records of the County on August 16, 2006, and consists of 117 residential Lots classified as Single-Family Lot Types, and 3 Lots classified as Non-Assessed Property.

- The final plat for Georgetown Village Section 9 Phase 1 was recorded in the official public records of the County on May 28, 2008, and consists of 100 residential Lots classified as Single-Family Lot Types, and 4 Lots classified as Non-Assessed Property.
- The final plat for Georgetown Village Section 9 Phase 3 was recorded in the official public records of the County on September 16, 2009, and consists of 0 residential Lots classified as Single-Family Lot Types, and 1 Lot classified as Non-Assessed Property.
- The final plat for Georgetown Village Section 9 Phase 2 was recorded in the official public records of the County on July 20, 2010, and consists of 1 residential Lot classified as Single-Family Lot Types, and 0 Lots classified as Non-Assessed Property.
- The final plat for Georgetown Village Section 9 Phase 4 was recorded in the official public records of the County on February 7, 2013, and consists of 63 residential Lots classified as Single-Family Lot Types, and 0 Lots classified as Non-Assessed Property.
- The final plat for Georgetown Village Section 9 Phase 5 was recorded in the official public records of the County on November 7, 2013, and consists of 15 residential Lots classified as Single-Family Lot Types, and 0 Lots classified as Non-Assessed Property.
- The final plat for Georgetown Village Section 9 Phase 7 was recorded in the official public records of the County on August 11, 2013, and consists of 32 residential Lots classified as Single-Family Lot Types, and 0 Lots classified as Non-Assessed Property.
- The final plat for Georgetown Village Section 9 Phase 6 was recorded in the official public records of the County on November 8, 2013, and consists of 17 residential Lots classified as Single-Family Lot Types, and 0 Lots classified as Non-Assessed Property.
- The final plat for Creekside at Georgetown Village PUD Phase 1 was recorded in the official public records of the County on February 20, 2014, and consists of 57 residential Lots classified as Single-Family Lot Types, and 6 Lots classified as Non-Assessed Property.
- The final plat for Creekside at Georgetown Village PUD Phase 2 was recorded in the official public records of the County on July 28, 2014, and consists of 85 residential Lots classified as Single-Family Lot Types, and 4 Lots classified as Non-Assessed Property.
- The final plat for Georgetown Village Section 9 Phase 8 was recorded in the official public records of the County on September 29, 2014, and consists of 53 residential Lots classified as Single-Family Lot Types, and 1 Lot classified as Non-Assessed Property.
- The final plat for Georgetown Village Section 9, Phases 9 & 10 was recorded in the official public records of the County on March 9, 2016, and consists of 70 residential Lots classified as Single-Family Lot Types, and 4 Lots classified as Non-Assessed Property.
- The final plat for Creekside at Georgetown Village PUD Phase 3 was recorded in the official public records of the County on June 7, 2016, and consists of 50 residential Lots classified as Single-Family Lot Types, and 5 Lots classified as Non-Assessed Property.
- The final plat for Georgetown Village Section 9, Phase 9A was recorded in the official public records of the County on March 15, 2017, and consists of 0 residential Lots classified as Single-Family Lot Types, and 1 Lot classified as Non-Assessed Property.

- The general warranty deed for Georgetown Village Phase 9 was recorded in the official public records of the County on January 21, 2021, and consists of 0 residential Lots classified as Single-Family Lot Types, and 1 Lot classified as Non-Assessed Property.

See **Exhibit C** for the Buyer Disclosure.

[Remainder of page intentionally left blank.]

AUTHORIZED IMPROVEMENTS AND ANNUAL COLLECTION COSTS

The Operations and Maintenance Assessment will be levied annually on all Parcels of Assessed Property to pay for Operations and Maintenance Costs. The budget for Operations and Maintenance Costs as provided by the City is shown on **Exhibit B**.

The Operations and Maintenance Assessment and Annual Collection Costs shall be subject to penalties and procedures for the Annual Installments as authorized by the PID Act. All Authorized Improvements were designed and constructed in accordance with City standards and specifications and are owned and operated by the City.

The Authorized Improvements of the District include:

- Operation Expenses:
    - PID Administration
        - Improvements including administrative allocation, appraisal contracts, consulting fees, printing, property and casualty insurance
    - Parks and Recreation
        - *Pocket Parks and Landscape Areas*

Improvements including all parks less than 1 acre, landscape easement lots, greenbelts, medians, roundabouts, playscapes, shade structures, and other landscape areas within the rights-of-way. All related general grounds maintenance, tree trimming/pruning, plant and tree removal and replacement, landscaping, irrigation (maintenance, repair, and replacement), and utilities are included. The pocket parks and landscape areas improvements will provide benefit to all Lots within the District.

- *Signage*

Improvements including special street signs replacement, trail signs and markers, park name signs, and subdivision entry and directional signs. All related maintenance, repair and replacement are included. The signage improvements will provide benefit to all Lots within the District.

- *Distinctive Lighting*

Improvements including parks, gazebo, and street antique streetlights within the District. All related maintenance for painting and coating are included. The distinctive lighting improvements will provide benefit to all Lots within the District.

- Public Works
    - *Sidewalks and Trails*

Improvements including public walkways within the perimeter of the PID, trails in park and landscape easement lots, pedestrian alleyways, and sidewalks repair. All related maintenance, repair and replacement are included. The sidewalks and trails improvements will provide benefit to all Lots within the District.

- *Alleyways*

Improvements including stormwater drainage improvements, inlets, catch basins and buried pipe. All related maintenance, repair and replacement of pavement are included. The alleyways improvements will provide benefit to all Lots within the District.

- *Recreational Facilities and other Hardscape Improvements*

Improvements including gazebo, playscapes, shade structures, mutt mitt dispenser, park benches, tables, and trash receptacles. All related maintenance and repair are included. The recreational facilities and other hardscape improvements will provide benefit to all Lots within the District.

- *Water Quality Facilities*

Improvements including water quality ponds. All related pond rehabilitation and ongoing maintenance are included. The water quality facilities improvements will provide benefit to all Lots within the District.

- *Street Trees*

Improvements including maintenance, removal, and preparation for new tree located in the right of way, between the road and sidewalk. The trees improvements will provide benefit to all Lots within the District.

- Improvement Projects:
    - Parks: Fitness equipment improvements.

OPERATIONS AND MAINTENANCE ASSESSMENT

The City, at its sole cost, will maintain the Authorized Improvements with proceeds from the Operations and Maintenance Assessment. In order to fund all currently budgeted fiscal year 2026-2027 Operations and Maintenance Costs, attached hereto as **Exhibit B**, this 2026 O&M Annual Service Plan Update shall levy an Operations and Maintenance Assessment, due January 31, 2027, as shown on the Assessment Roll on **Exhibit A**. The Operations and Maintenance Assessment will be levied annually on all Parcels of Assessed Property to pay for Operations and Maintenance Costs. For all Parcels of Assessed Property, the Operations and Maintenance Assessment will be an amount that results in a tax rate equivalent equal to $0.11 per $100 of taxable assessed value. In no event will the Operations and Maintenance Assessment exceed the City's actual costs for operating and maintaining the Authorized Improvements.

SERVICE PLAN - FIVE YEAR PROJECTION

The PID Act requires the annual indebtedness and projected costs for the Operations and Maintenance Assessment and Annual Collection Costs to be reviewed and updated annually, and the projection shall cover a period of not less than five years.

Georgetown Village PID						
Annual Installment Due		**1/31/2027**	**1/31/2028**	**1/31/2029**	**1/31/2030**	**1/31/2031**
Assessed Value[a]	A	$ 494,460,232	$ 504,349,437	$ 514,436,425	$ 524,725,154	$ 535,219,657
Operations and Maintenance Assessment[b]	B	$ 0.11	$ 0.11	$ 0.11	$ 0.11	$ 0.11
Total Annual Installment	**C = (A ÷ 100) × B**	**$ 543,906**	**$ 554,784**	**$ 565,880**	**$ 577,198**	**$ 588,742**

Reserves Needed	**1/31/2027**	**1/31/2028**	**1/31/2029**	**1/31/2030**	**1/31/2031**
Contingency Reserve	$ -	$ -	$ -	$ -	$ -
Replacement and Repair Reserve	$ -	$ 50,000	$ -	$ -	$ -

Reserves Deposits[c]	**1/31/2027**	**1/31/2028**	**1/31/2029**	**1/31/2030**	**1/31/2031**
Replacement and Repair Reserve	$ 259,093	$ 264,252	$ 269,515	$ 274,884	$ 280,359

O&M Cost to Service[c]	**1/31/2027**	**1/31/2028**	**1/31/2029**	**1/31/2030**	**1/31/2031**
Operations and Maintenance Cost	$ 545,006	$ 605,884	$ 566,980	$ 578,298	$ 589,842

Notes:

[a] Preliminary value for the current year per the Williamson Central Appraisal District. Each following year is an estimate only, assuming value increases by 2%. Actual value shall be updated in each year in such corresponding O&M Annual Service Plan Update.

[b] Per the 2026 O&M Annual Service Plan Update, the Operations and Maintenance Assessment (per $100 of Value).

[c] Per the 2026 O&M Annual Service Plan Update, the Operations and Maintenance Budget.

ASSESSMENT ROLL

The list of current Lots within the District, the corresponding Operations and Maintenance Assessment, Annual Collection Costs, and total Annual Installment are shown on the Assessment Roll attached hereto as **Exhibit A**. The Lots shown on the Assessment Rolls will receive the bills for the 2026 Annual Installments which will be delinquent if not paid by January 31, 2027. The list of Parcels shown on the Assessment Roll is subject to change based on the final certified rolls provided by the County prior to billing.

[Remainder of page intentionally left blank.]

EXHIBITS

The following Exhibits are attached to and made a part of this 2026 O&M Annual Service Plan Update for all purposes:

Exhibit A	Assessment Roll
Exhibit B	Operations and Maintenance Budget
Exhibit C	Buyer Disclosure

[Remainder of page intentionally left blank.]

EXHIBIT A – ASSESSMENT ROLL

	A	B	C = (A ÷ 100) × B
Property ID	Assessed Value[a]	Operation & Maintenance Assessment	Projected Annual Installment Due 1/31/2027 [b]
R496805	$ 513,532.00	$ 0.11	$ 564.89
R476639	$ 376,908.00	$ 0.11	$ 414.60
R418219	$ 386,989.00	$ 0.11	$ 425.69
R496754	$ 507,047.00	$ 0.11	$ 557.75
R441360	$ 441,028.00	$ 0.11	$ 485.13
R405663	$ 356,245.00	$ 0.11	$ 391.87
R405610	$ 374,618.00	$ 0.11	$ 412.08
R527002	$ 405,493.00	$ 0.11	$ 446.04
R418204	$ 366,135.00	$ 0.11	$ 402.75
R405629	$ 376,865.00	$ 0.11	$ 414.55
R441426	$ 443,124.00	$ 0.11	$ 487.44
R532451	$ 508,521.00	$ 0.11	$ 559.37
R441345	$ 374,910.00	$ 0.11	$ 412.40
R475538	$ 475,882.00	$ 0.11	$ 523.47
R496722	$ 365,024.00	$ 0.11	$ 401.53
R475521	$ 490,359.00	$ 0.11	$ 539.39
R496737	$ 373,704.00	$ 0.11	$ 411.07
R380332	$ 501,151.00	$ 0.11	$ 551.27
R496773	$ 490,038.00	$ 0.11	$ 539.04
R476624	$ 482,784.00	$ 0.11	$ 531.06
R388471	$ 560,272.00	$ 0.11	$ 616.30
R426230	$ 371,132.00	$ 0.11	$ 408.25
R405661	$ 384,801.00	$ 0.11	$ 423.28
R475604	$ 494,744.00	$ 0.11	$ 544.22
R519682	$ 412,832.00	$ 0.11	$ 454.12
R441343	$ 355,913.00	$ 0.11	$ 391.50
R531109	$ 525,817.00	$ 0.11	$ 578.40
R441379	$ 347,860.00	$ 0.11	$ 382.65
R389225	$ 590,150.00	$ 0.11	$ 649.17
R548255	$ 383,566.00	$ 0.11	$ 421.92
R496786	$ 386,330.00	$ 0.11	$ 424.96
R475555	$ 377,302.00	$ 0.11	$ 415.03
R475536	$ 378,933.00	$ 0.11	$ 416.83
R530858	$ 379,393.00	$ 0.11	$ 417.33
R380349	$ 493,699.00	$ 0.11	$ 543.07
R519735	$ 503,697.00	$ 0.11	$ 554.07
R526970	$ 415,594.00	$ 0.11	$ 457.15
R405602	$ 354,235.00	$ 0.11	$ 389.66
R496814	$ 477,539.00	$ 0.11	$ 525.29
R405588	$ 378,464.00	$ 0.11	$ 416.31

	A	B	C = (A ÷ 100) × B
Property ID	Assessed Value[a]	Operation & Maintenance Assessment	Projected Annual Installment Due 1/31/2027 [b]
R389233	$ 476,787.00	$ 0.11	$ 524.47
R441336	$ 356,601.00	$ 0.11	$ 392.26
R476617	$ 400,905.00	$ 0.11	$ 441.00
R475576	$ 395,307.00	$ 0.11	$ 434.84
R380397	$ 400,765.00	$ 0.11	$ 440.84
R475612	$ 473,656.00	$ 0.11	$ 521.02
R496729	$ 410,853.00	$ 0.11	$ 451.94
R496761	$ 410,597.00	$ 0.11	$ 451.66
R530865	$ 332,434.00	$ 0.11	$ 365.68
R476600	$ 379,351.00	$ 0.11	$ 417.29
R426255	$ 392,218.00	$ 0.11	$ 431.44
R441368	$ 393,258.00	$ 0.11	$ 432.58
R530833	$ 436,331.00	$ 0.11	$ 479.96
R530815	$ 334,701.00	$ 0.11	$ 368.17
R475594	$ 405,147.00	$ 0.11	$ 445.66
R380364	$ 623,271.00	$ 0.11	$ 685.60
R525152	$ 406,995.00	$ 0.11	$ 447.69
R426234	$ 460,791.00	$ 0.11	$ 506.87
R380424	$ 392,611.00	$ 0.11	$ 431.87
R532423	$ 558,201.00	$ 0.11	$ 614.02
R526983	$ 416,751.00	$ 0.11	$ 458.43
R441417	$ 451,785.00	$ 0.11	$ 496.96
R441356	$ 359,768.00	$ 0.11	$ 395.74
R389246	$ 468,992.00	$ 0.11	$ 515.89
R475506	$ 462,935.00	$ 0.11	$ 509.23
R380362	$ 488,518.00	$ 0.11	$ 537.37
R532430	$ 621,995.00	$ 0.11	$ 684.19
R380353	$ 507,791.00	$ 0.11	$ 558.57
R475572	$ 383,862.00	$ 0.11	$ 422.25
R525143	$ 491,880.00	$ 0.11	$ 541.07
R475549	$ 491,318.00	$ 0.11	$ 540.45
R405657	$ 387,832.00	$ 0.11	$ 426.62
R496765	$ 418,865.00	$ 0.11	$ 460.75
R496735	$ 481,074.00	$ 0.11	$ 529.18
R475615	$ 484,234.00	$ 0.11	$ 532.66
R380420	$ 363,659.00	$ 0.11	$ 400.02
R441413	$ 442,396.00	$ 0.11	$ 486.64
R475587	$ 508,870.00	$ 0.11	$ 559.76
R380405	$ 422,366.00	$ 0.11	$ 464.60
R389242	$ 585,157.00	$ 0.11	$ 643.67

	A	B	C = (A ÷ 100) × B
Property ID	Assessed Value[a]	Operation & Maintenance Assessment	Projected Annual Installment Due 1/31/2027 [b]
R405614	$ 370,360.00	$ 0.11	$ 407.40
R405612	$ 405,013.00	$ 0.11	$ 445.51
R405597	$ 367,546.00	$ 0.11	$ 404.30
R441428	$ 367,726.00	$ 0.11	$ 404.50
R380437	$ 373,174.00	$ 0.11	$ 410.49
R441377	$ 460,047.00	$ 0.11	$ 506.05
R475553	$ 407,822.00	$ 0.11	$ 448.60
R380351	$ 473,761.00	$ 0.11	$ 521.14
R380366	$ 463,379.00	$ 0.11	$ 509.72
R380319	$ 537,569.00	$ 0.11	$ 591.33
R380334	$ 357,831.00	$ 0.11	$ 393.61
R380439	$ 397,592.00	$ 0.11	$ 437.35
R441394	$ 352,973.00	$ 0.11	$ 388.27
R426249	$ 358,023.00	$ 0.11	$ 393.83
R545933	$ 410,321.00	$ 0.11	$ 451.35
R426258	$ 375,703.00	$ 0.11	$ 413.27
R545908	$ 629,027.00	$ 0.11	$ 691.93
R418226	$ 457,906.00	$ 0.11	$ 503.70
R426244	$ 462,686.00	$ 0.11	$ 508.95
R405599	$ 374,022.00	$ 0.11	$ 411.42
R441414	$ 371,100.00	$ 0.11	$ 408.21
R476635	$ 461,499.00	$ 0.11	$ 507.65
R475598	$ 383,385.00	$ 0.11	$ 421.72
R519694	$ 416,364.00	$ 0.11	$ 458.00
R426269	$ 372,435.00	$ 0.11	$ 409.68
R530811	$ 400,452.00	$ 0.11	$ 440.50
R519719	$ 429,332.00	$ 0.11	$ 472.27
R525200	$ 451,787.00	$ 0.11	$ 496.97
R405642	$ 329,601.00	$ 0.11	$ 362.56
R531087	$ 372,611.00	$ 0.11	$ 409.87
R441400	$ 374,559.00	$ 0.11	$ 412.01
R548265	$ 341,401.00	$ 0.11	$ 375.54
R496777	$ 371,909.00	$ 0.11	$ 409.10
R531085	$ 480,889.00	$ 0.11	$ 528.98
R496727	$ 419,145.00	$ 0.11	$ 461.06
R389245	$ 457,338.00	$ 0.11	$ 503.07
R380423	$ 410,766.00	$ 0.11	$ 451.84
R380409	$ 386,801.00	$ 0.11	$ 425.48
R380416	$ 485,167.00	$ 0.11	$ 533.68
R405665	$ 374,720.00	$ 0.11	$ 412.19

	A	B	C = (A ÷ 100) × B
Property ID	Assessed Value[a]	Operation & Maintenance Assessment	Projected Annual Installment Due 1/31/2027 [b]
R545924	$ 570,922.00	$ 0.11	$ 628.01
R476612	$ 378,709.00	$ 0.11	$ 416.58
R426242	$ 397,553.00	$ 0.11	$ 437.31
R530845	$ 337,891.00	$ 0.11	$ 371.68
R441416	$ 353,187.00	$ 0.11	$ 388.51
R496802	$ 475,802.00	$ 0.11	$ 523.38
R496816	$ 550,105.00	$ 0.11	$ 605.12
R496752	$ 424,577.00	$ 0.11	$ 467.03
R545949	$ 418,382.00	$ 0.11	$ 460.22
R496766	$ 436,302.00	$ 0.11	$ 479.93
R532432	$ 405,177.00	$ 0.11	$ 445.69
R441381	$ 373,859.00	$ 0.11	$ 411.24
R475540	$ 526,454.00	$ 0.11	$ 579.10
R426236	$ 373,022.00	$ 0.11	$ 410.32
R405648	$ 350,791.00	$ 0.11	$ 385.87
R496801	$ 471,496.00	$ 0.11	$ 518.65
R405625	$ 371,731.00	$ 0.11	$ 408.90
R545959	$ 564,341.00	$ 0.11	$ 620.78
R441358	$ 385,280.00	$ 0.11	$ 423.81
R441388	$ 360,942.00	$ 0.11	$ 397.04
R405618	$ 369,670.00	$ 0.11	$ 406.64
R519722	$ 563,554.00	$ 0.11	$ 619.91
R380355	$ 486,815.00	$ 0.11	$ 535.50
R380401	$ 394,271.00	$ 0.11	$ 433.70
R476609	$ 497,883.00	$ 0.11	$ 547.67
R476584	$ 366,744.00	$ 0.11	$ 403.42
R519727	$ 571,410.00	$ 0.11	$ 628.55
R519720	$ 508,088.00	$ 0.11	$ 558.90
R418218	$ 396,812.00	$ 0.11	$ 436.49
R496785	$ 502,194.00	$ 0.11	$ 552.41
R405634	$ 366,772.00	$ 0.11	$ 403.45
R380380	$ 478,506.00	$ 0.11	$ 526.36
R380312	$ 478,305.00	$ 0.11	$ 526.14
R426225	$ 570,769.00	$ 0.11	$ 627.85
R380346	$ 432,216.00	$ 0.11	$ 475.44
R545907	$ 595,399.00	$ 0.11	$ 654.94
R441365	$ 360,430.00	$ 0.11	$ 396.47
R475522	$ 409,796.00	$ 0.11	$ 450.78
R441374	$ 444,479.00	$ 0.11	$ 488.93
R475567	$ 393,759.00	$ 0.11	$ 433.13

	A	B	C = (A ÷ 100) × B
Property ID	Assessed Value[a]	Operation & Maintenance Assessment	Projected Annual Installment Due 1/31/2027 [b]
R418209	$ 471,556.00	$ 0.11	$ 518.71
R519706	$ 524,502.00	$ 0.11	$ 576.95
R380373	$ 490,793.00	$ 0.11	$ 539.87
R496717	$ 485,862.00	$ 0.11	$ 534.45
R475601	$ 466,096.00	$ 0.11	$ 512.71
R405609	$ 354,235.00	$ 0.11	$ 389.66
R519677	$ 515,609.00	$ 0.11	$ 567.17
R405647	$ 367,712.00	$ 0.11	$ 404.48
R441427	$ 365,917.00	$ 0.11	$ 402.51
R405613	$ 369,581.00	$ 0.11	$ 406.54
R380404	$ 478,632.00	$ 0.11	$ 526.50
R380352	$ 424,806.00	$ 0.11	$ 467.29
R476606	$ 396,942.00	$ 0.11	$ 436.64
R380367	$ 564,043.00	$ 0.11	$ 620.45
R405664	$ 367,139.00	$ 0.11	$ 403.85
R548237	$ 423,356.00	$ 0.11	$ 465.69
R441410	$ 377,451.00	$ 0.11	$ 415.20
R475588	$ 407,964.00	$ 0.11	$ 448.76
R426246	$ 484,212.00	$ 0.11	$ 532.63
R405645	$ 374,022.00	$ 0.11	$ 411.42
R405628	$ 351,522.00	$ 0.11	$ 386.67
R426263	$ 369,361.00	$ 0.11	$ 406.30
R389241	$ 485,999.00	$ 0.11	$ 534.60
R475552	$ 472,758.00	$ 0.11	$ 520.03
R441378	$ 376,503.00	$ 0.11	$ 414.15
R476625	$ 503,804.00	$ 0.11	$ 554.18
R380432	$ 424,658.00	$ 0.11	$ 467.12
R532440	$ 586,018.00	$ 0.11	$ 644.62
R380336	$ 432,595.00	$ 0.11	$ 475.85
R496807	$ 474,987.00	$ 0.11	$ 522.49
R418201	$ 367,674.00	$ 0.11	$ 404.44
R441389	$ 375,013.00	$ 0.11	$ 412.51
R527007	$ 399,310.00	$ 0.11	$ 439.24
R496818	$ 527,114.00	$ 0.11	$ 579.83
R530836	$ 371,245.00	$ 0.11	$ 408.37
R476596	$ 378,003.00	$ 0.11	$ 415.80
R441407	$ 375,943.00	$ 0.11	$ 413.54
R530804	$ 408,940.00	$ 0.11	$ 449.83
R426226	$ 446,066.00	$ 0.11	$ 490.67
R548267	$ 401,678.00	$ 0.11	$ 441.85

	A	B	C = (A ÷ 100) × B
Property ID	Assessed Value[a]	Operation & Maintenance Assessment	Projected Annual Installment Due 1/31/2027 [b]
R519680	$ 383,634.00	$ 0.11	$ 422.00
R416851	$ 517,938.00	$ 0.11	$ 569.73
R380370	$ 569,628.00	$ 0.11	$ 626.59
R405608	$ 359,498.00	$ 0.11	$ 395.45
R525202	$ 490,104.00	$ 0.11	$ 539.11
R380338	$ 400,946.00	$ 0.11	$ 441.04
R532438	$ 567,734.00	$ 0.11	$ 624.51
R475539	$ 389,949.00	$ 0.11	$ 428.94
R380381	$ 363,398.00	$ 0.11	$ 399.74
R548272	$ 409,069.00	$ 0.11	$ 449.98
R418217	$ 386,417.00	$ 0.11	$ 425.06
R476619	$ 405,425.00	$ 0.11	$ 445.97
R418224	$ 456,543.00	$ 0.11	$ 502.20
R475507	$ 394,844.00	$ 0.11	$ 434.33
R496784	$ 438,103.00	$ 0.11	$ 481.91
R475564	$ 452,086.00	$ 0.11	$ 497.29
R476626	$ 494,417.00	$ 0.11	$ 543.86
R519696	$ 382,170.00	$ 0.11	$ 420.39
R380313	$ 377,444.00	$ 0.11	$ 415.19
R519689	$ 471,178.00	$ 0.11	$ 518.30
R426273	$ 372,435.00	$ 0.11	$ 409.68
R496778	$ 553,430.00	$ 0.11	$ 608.77
R380326	$ 494,100.00	$ 0.11	$ 543.51
R441386	$ 379,499.00	$ 0.11	$ 417.45
R405652	$ 350,791.00	$ 0.11	$ 385.87
R531097	$ 445,823.00	$ 0.11	$ 490.41
R380344	$ 487,848.00	$ 0.11	$ 536.63
R405635	$ 364,387.00	$ 0.11	$ 400.83
R441403	$ 398,050.00	$ 0.11	$ 437.86
R441371	$ 376,503.00	$ 0.11	$ 414.15
R527011	$ 460,347.00	$ 0.11	$ 506.38
R475545	$ 443,882.00	$ 0.11	$ 488.27
R426223	$ 381,812.00	$ 0.11	$ 419.99
R496747	$ 374,512.00	$ 0.11	$ 411.96
R476581	$ 421,071.00	$ 0.11	$ 463.18
R545947	$ 473,662.00	$ 0.11	$ 521.03
R405621	$ 344,139.00	$ 0.11	$ 378.55
R496745	$ 480,261.00	$ 0.11	$ 528.29
R475610	$ 490,430.00	$ 0.11	$ 539.47
R389249	$ 492,292.00	$ 0.11	$ 541.52

	A	B	C = (A ÷ 100) × B
Property ID	Assessed Value[a]	Operation & Maintenance Assessment	Projected Annual Installment Due 1/31/2027 [b]
R380444	$ 418,360.00	$ 0.11	$ 460.20
R405604	$ 370,236.00	$ 0.11	$ 407.26
R405619	$ 374,022.00	$ 0.11	$ 411.42
R380377	$ 483,007.00	$ 0.11	$ 531.31
R380445	$ 355,503.00	$ 0.11	$ 391.05
R405586	$ 368,212.00	$ 0.11	$ 405.03
R476630	$ 378,208.00	$ 0.11	$ 416.03
R426271	$ 369,361.00	$ 0.11	$ 406.30
R380430	$ 446,887.00	$ 0.11	$ 491.58
R405636	$ 365,399.00	$ 0.11	$ 401.94
R441420	$ 478,749.00	$ 0.11	$ 526.62
R531093	$ 426,066.00	$ 0.11	$ 468.67
R380371	$ 558,212.00	$ 0.11	$ 614.03
R380406	$ 380,653.00	$ 0.11	$ 418.72
R389226	$ 430,785.00	$ 0.11	$ 473.86
R532448	$ 567,190.00	$ 0.11	$ 623.91
R426261	$ 372,435.00	$ 0.11	$ 409.68
R389235	$ 468,144.00	$ 0.11	$ 514.96
R441397	$ 443,960.00	$ 0.11	$ 488.36
R441399	$ 381,844.00	$ 0.11	$ 420.03
R526958	$ 400,947.00	$ 0.11	$ 441.04
R475590	$ 407,852.00	$ 0.11	$ 448.64
R405632	$ 366,806.00	$ 0.11	$ 403.49
R475533	$ 418,088.00	$ 0.11	$ 459.90
R476604	$ 378,466.00	$ 0.11	$ 416.31
R380440	$ 413,401.00	$ 0.11	$ 454.74
R405598	$ 425,544.00	$ 0.11	$ 468.10
R476579	$ 436,807.00	$ 0.11	$ 480.49
R530796	$ 372,590.00	$ 0.11	$ 409.85
R526974	$ 408,536.00	$ 0.11	$ 449.39
R441424	$ 376,031.00	$ 0.11	$ 413.63
R496792	$ 505,488.00	$ 0.11	$ 556.04
R476588	$ 373,143.00	$ 0.11	$ 410.46
R475542	$ 380,787.00	$ 0.11	$ 418.87
R525210	$ 489,977.00	$ 0.11	$ 538.97
R380323	$ 475,738.00	$ 0.11	$ 523.31
R405589	$ 370,257.00	$ 0.11	$ 407.28
R476577	$ 454,268.00	$ 0.11	$ 499.69
R475608	$ 552,936.00	$ 0.11	$ 608.23
R405650	$ 351,522.00	$ 0.11	$ 386.67

	A	B	C = (A ÷ 100) × B
Property ID	Assessed Value[a]	Operation & Maintenance Assessment	Projected Annual Installment Due 1/31/2027 [b]
R389244	$ 653,092.00	$ 0.11	$ 718.40
R441392	$ 362,051.00	$ 0.11	$ 398.26
R405659	$ 364,387.00	$ 0.11	$ 400.83
R441429	$ 488,980.00	$ 0.11	$ 537.88
R380382	$ 370,387.00	$ 0.11	$ 407.43
R380421	$ 432,431.00	$ 0.11	$ 475.67
R389239	$ 495,389.00	$ 0.11	$ 544.93
R405660	$ 367,139.00	$ 0.11	$ 403.85
R525153	$ 488,449.00	$ 0.11	$ 537.29
R519685	$ 471,680.00	$ 0.11	$ 518.85
R441393	$ 375,627.00	$ 0.11	$ 413.19
R426265	$ 366,841.00	$ 0.11	$ 403.53
R496736	$ 384,928.00	$ 0.11	$ 423.42
R531089	$ 510,318.00	$ 0.11	$ 561.35
R426231	$ 428,092.00	$ 0.11	$ 470.90
R496738	$ 356,029.00	$ 0.11	$ 391.63
R530825	$ 452,751.00	$ 0.11	$ 498.03
R496772	$ 508,023.00	$ 0.11	$ 558.83
R475535	$ 475,416.00	$ 0.11	$ 522.96
R475578	$ 405,736.00	$ 0.11	$ 446.31
R526994	$ 378,562.00	$ 0.11	$ 416.42
R426256	$ 356,123.00	$ 0.11	$ 391.74
R418228	$ 399,915.00	$ 0.11	$ 439.91
R532428	$ 535,454.00	$ 0.11	$ 589.00
R532445	$ 520,028.00	$ 0.11	$ 572.03
R380310	$ 429,411.00	$ 0.11	$ 472.35
R530834	$ 334,374.00	$ 0.11	$ 367.81
R496780	$ 536,824.00	$ 0.11	$ 590.51
R441387	$ 434,353.00	$ 0.11	$ 477.79
R380309	$ 422,724.00	$ 0.11	$ 465.00
R475529	$ 459,004.00	$ 0.11	$ 504.90
R380394	$ 369,364.00	$ 0.11	$ 406.30
R380341	$ 513,860.00	$ 0.11	$ 565.25
R496794	$ 499,377.00	$ 0.11	$ 549.31
R426239	$ 488,275.00	$ 0.11	$ 537.10
R418214	$ 373,258.00	$ 0.11	$ 410.58
R519724	$ 514,357.00	$ 0.11	$ 565.79
R380360	$ 561,874.00	$ 0.11	$ 618.06
R441384	$ 357,530.00	$ 0.11	$ 393.28
R530792	$ 341,742.00	$ 0.11	$ 375.92

	A	B	C = (A ÷ 100) × B
Property ID	Assessed Value[a]	Operation & Maintenance Assessment	Projected Annual Installment Due 1/31/2027 [b]
R531092	$ 366,374.00	$ 0.11	$ 403.01
R418221	$ 412,807.00	$ 0.11	$ 454.09
R380368	$ 385,087.00	$ 0.11	$ 423.60
R530807	$ 443,837.00	$ 0.11	$ 488.22
R530809	$ 399,408.00	$ 0.11	$ 439.35
R530841	$ 351,117.00	$ 0.11	$ 386.23
R496720	$ 399,858.00	$ 0.11	$ 439.84
R475568	$ 397,421.00	$ 0.11	$ 437.16
R418206	$ 484,591.00	$ 0.11	$ 533.05
R530839	$ 346,269.00	$ 0.11	$ 380.90
R530826	$ 408,118.00	$ 0.11	$ 448.93
R530873	$ 343,489.00	$ 0.11	$ 377.84
R405627	$ 376,865.00	$ 0.11	$ 414.55
R426266	$ 399,536.00	$ 0.11	$ 439.49
R548287	$ 422,654.00	$ 0.11	$ 464.92
R475585	$ 394,249.00	$ 0.11	$ 433.67
R532419	$ 523,772.00	$ 0.11	$ 576.15
R405644	$ 372,151.00	$ 0.11	$ 409.37
R545938	$ 499,099.00	$ 0.11	$ 549.01
R380407	$ 375,251.00	$ 0.11	$ 412.78
R426251	$ 366,802.00	$ 0.11	$ 403.48
R475516	$ 406,020.00	$ 0.11	$ 446.62
R405592	$ 371,360.00	$ 0.11	$ 408.50
R380361	$ 440,215.00	$ 0.11	$ 484.24
R441432	$ 377,659.00	$ 0.11	$ 415.42
R526982	$ 338,439.00	$ 0.11	$ 372.28
R545915	$ 580,210.00	$ 0.11	$ 638.23
R441357	$ 391,326.00	$ 0.11	$ 430.46
R380393	$ 365,120.00	$ 0.11	$ 401.63
R441339	$ 362,779.00	$ 0.11	$ 399.06
R418208	$ 473,222.00	$ 0.11	$ 520.54
R380354	$ 590,654.00	$ 0.11	$ 649.72
R380372	$ 588,258.00	$ 0.11	$ 647.08
R475534	$ 388,154.00	$ 0.11	$ 426.97
R519733	$ 522,045.00	$ 0.11	$ 574.25
R525156	$ 473,899.00	$ 0.11	$ 521.29
R525204	$ 484,753.00	$ 0.11	$ 533.23
R531090	$ 511,383.00	$ 0.11	$ 562.52
R441409	$ 400,983.00	$ 0.11	$ 441.08
R476607	$ 378,466.00	$ 0.11	$ 416.31

	A	B	C = (A ÷ 100) × B
Property ID	Assessed Value[a]	Operation & Maintenance Assessment	Projected Annual Installment Due 1/31/2027 [b]
R496769	$ 365,999.00	$ 0.11	$ 402.60
R426247	$ 404,567.00	$ 0.11	$ 445.02
R475551	$ 379,199.00	$ 0.11	$ 417.12
R545919	$ 348,557.00	$ 0.11	$ 383.41
R531107	$ 580,025.00	$ 0.11	$ 638.03
R475502	$ 397,990.00	$ 0.11	$ 437.79
R530856	$ 385,437.00	$ 0.11	$ 423.98
R476590	$ 395,601.00	$ 0.11	$ 435.16
R545953	$ 557,018.00	$ 0.11	$ 612.72
R526985	$ 333,516.00	$ 0.11	$ 366.87
R519701	$ 495,114.00	$ 0.11	$ 544.63
R475602	$ 464,193.00	$ 0.11	$ 510.61
R475504	$ 373,374.00	$ 0.11	$ 410.71
R519691	$ 444,654.00	$ 0.11	$ 489.12
R530801	$ 408,995.00	$ 0.11	$ 449.89
R526979	$ 407,954.00	$ 0.11	$ 448.75
R380429	$ 352,806.00	$ 0.11	$ 388.09
R496779	$ 475,978.00	$ 0.11	$ 523.58
R519673	$ 381,311.00	$ 0.11	$ 419.44
R545911	$ 540,643.00	$ 0.11	$ 594.71
R525146	$ 443,247.00	$ 0.11	$ 487.57
R545943	$ 593,391.00	$ 0.11	$ 652.73
R545929	$ 522,068.00	$ 0.11	$ 574.27
R426237	$ 589,635.00	$ 0.11	$ 648.60
R475544	$ 472,140.00	$ 0.11	$ 519.35
R496797	$ 475,125.00	$ 0.11	$ 522.64
R526993	$ 407,210.00	$ 0.11	$ 447.93
R441354	$ 379,937.00	$ 0.11	$ 417.93
R531098	$ 377,924.00	$ 0.11	$ 415.72
R475527	$ 411,221.00	$ 0.11	$ 452.34
R530850	$ 406,160.00	$ 0.11	$ 446.78
R380428	$ 379,128.00	$ 0.11	$ 417.04
R519715	$ 388,142.00	$ 0.11	$ 426.96
R545952	$ 545,201.00	$ 0.11	$ 599.72
R476623	$ 484,065.00	$ 0.11	$ 532.47
R405596	$ 373,006.00	$ 0.11	$ 410.31
R380333	$ 401,653.00	$ 0.11	$ 441.82
R475571	$ 469,342.00	$ 0.11	$ 516.28
R380436	$ 380,071.00	$ 0.11	$ 418.08
R405611	$ 367,506.00	$ 0.11	$ 404.26

	A	B	C = (A ÷ 100) × B
Property ID	Assessed Value[a]	Operation & Maintenance Assessment	Projected Annual Installment Due 1/31/2027 [b]
R519734	$ 580,309.00	$ 0.11	$ 638.34
R418205	$ 372,369.00	$ 0.11	$ 409.61
R496721	$ 362,488.00	$ 0.11	$ 398.74
R475501	$ 411,766.00	$ 0.11	$ 452.94
R532418	$ 523,918.00	$ 0.11	$ 576.31
R380369	$ 472,913.00	$ 0.11	$ 520.20
R475518	$ 369,313.00	$ 0.11	$ 406.24
R496755	$ 434,766.00	$ 0.11	$ 478.24
R475498	$ 379,409.00	$ 0.11	$ 417.35
R526957	$ 442,433.00	$ 0.11	$ 486.68
R525149	$ 482,849.00	$ 0.11	$ 531.13
R532458	$ 592,491.00	$ 0.11	$ 651.74
R532433	$ 409,517.00	$ 0.11	$ 450.47
R530854	$ 407,244.00	$ 0.11	$ 447.97
R532454	$ 494,049.00	$ 0.11	$ 543.45
R525142	$ 564,807.00	$ 0.11	$ 621.29
R526989	$ 416,751.00	$ 0.11	$ 458.43
R389229	$ 488,420.00	$ 0.11	$ 537.26
R532415	$ 519,726.00	$ 0.11	$ 571.70
R496775	$ 471,912.00	$ 0.11	$ 519.10
R548249	$ 453,871.00	$ 0.11	$ 499.26
R548281	$ 408,857.00	$ 0.11	$ 449.74
R545958	$ 501,412.00	$ 0.11	$ 551.55
R380311	$ 422,340.00	$ 0.11	$ 464.57
R405649	$ 377,104.00	$ 0.11	$ 414.81
R475591	$ 407,236.00	$ 0.11	$ 447.96
R545940	$ 483,363.00	$ 0.11	$ 531.70
R530861	$ 432,728.00	$ 0.11	$ 476.00
R519688	$ 524,210.00	$ 0.11	$ 576.63
R426243	$ 442,822.00	$ 0.11	$ 487.10
R475583	$ 490,838.00	$ 0.11	$ 539.92
R527008	$ 349,624.00	$ 0.11	$ 384.59
R475508	$ 409,306.00	$ 0.11	$ 450.24
R496760	$ 468,386.00	$ 0.11	$ 515.22
R380392	$ 436,570.00	$ 0.11	$ 480.23
R527006	$ 370,963.00	$ 0.11	$ 408.06
R530830	$ 399,855.00	$ 0.11	$ 439.84
R519697	$ 463,943.00	$ 0.11	$ 510.34
R531084	$ 376,963.00	$ 0.11	$ 414.66
R530869	$ 362,287.00	$ 0.11	$ 398.52

	A	B	C = (A ÷ 100) × B
Property ID	Assessed Value[a]	Operation & Maintenance Assessment	Projected Annual Installment Due 1/31/2027 [b]
R496767	$ 394,719.00	$ 0.11	$ 434.19
R475574	$ 508,870.00	$ 0.11	$ 559.76
R496733	$ 416,443.00	$ 0.11	$ 458.09
R548259	$ 343,536.00	$ 0.11	$ 377.89
R416852	$ 563,625.00	$ 0.11	$ 619.99
R530860	$ 326,228.00	$ 0.11	$ 358.85
R476620	$ 399,614.00	$ 0.11	$ 439.58
R475515	$ 455,805.00	$ 0.11	$ 501.39
R475524	$ 511,427.00	$ 0.11	$ 562.57
R389237	$ 482,210.00	$ 0.11	$ 530.43
R380417	$ 456,030.00	$ 0.11	$ 501.63
R405643	$ 383,352.00	$ 0.11	$ 421.69
R496751	$ 465,044.00	$ 0.11	$ 511.55
R525157	$ 524,454.00	$ 0.11	$ 576.90
R380339	$ 465,021.00	$ 0.11	$ 511.52
R426259	$ 373,593.00	$ 0.11	$ 410.95
R476595	$ 374,258.00	$ 0.11	$ 411.68
R475558	$ 375,715.00	$ 0.11	$ 413.29
R496740	$ 367,468.00	$ 0.11	$ 404.21
R519702	$ 367,911.00	$ 0.11	$ 404.70
R441363	$ 366,375.00	$ 0.11	$ 403.01
R476627	$ 378,709.00	$ 0.11	$ 416.58
R476638	$ 357,265.00	$ 0.11	$ 392.99
R441367	$ 386,016.00	$ 0.11	$ 424.62
R426250	$ 367,898.00	$ 0.11	$ 404.69
R531104	$ 480,986.00	$ 0.11	$ 529.08
R380314	$ 591,223.00	$ 0.11	$ 650.35
R496808	$ 465,659.00	$ 0.11	$ 512.22
R496756	$ 509,644.00	$ 0.11	$ 560.61
R426264	$ 352,613.00	$ 0.11	$ 387.87
R389240	$ 441,274.00	$ 0.11	$ 485.40
R526968	$ 353,096.00	$ 0.11	$ 388.41
R441362	$ 381,315.00	$ 0.11	$ 419.45
R496803	$ 504,023.00	$ 0.11	$ 554.43
R476592	$ 376,629.00	$ 0.11	$ 414.29
R496739	$ 490,957.00	$ 0.11	$ 540.05
R530843	$ 389,851.00	$ 0.11	$ 428.84
R476622	$ 397,990.00	$ 0.11	$ 437.79
R545970	$ 417,044.00	$ 0.11	$ 458.75
R548238	$ 375,609.00	$ 0.11	$ 413.17

	A	B	C = (A ÷ 100) × B
Property ID	Assessed Value[a]	Operation & Maintenance Assessment	Projected Annual Installment Due 1/31/2027 [b]
R545972	$ 514,654.00	$ 0.11	$ 566.12
R545955	$ 483,513.00	$ 0.11	$ 531.86
R545921	$ 598,254.00	$ 0.11	$ 658.08
R548253	$ 407,693.00	$ 0.11	$ 448.46
R545936	$ 524,678.00	$ 0.11	$ 577.15
R519716	$ 482,523.00	$ 0.11	$ 530.78
R476575	$ 423,275.00	$ 0.11	$ 465.60
R519718	$ 492,070.00	$ 0.11	$ 541.28
R532460	$ 593,548.00	$ 0.11	$ 652.90
R441337	$ 375,701.00	$ 0.11	$ 413.27
R380374	$ 511,906.00	$ 0.11	$ 563.10
R519693	$ 470,570.00	$ 0.11	$ 517.63
R531114	$ 531,763.00	$ 0.11	$ 584.94
R380342	$ 470,323.00	$ 0.11	$ 517.36
R475593	$ 402,157.00	$ 0.11	$ 442.37
R519710	$ 368,343.00	$ 0.11	$ 405.18
R441352	$ 359,768.00	$ 0.11	$ 395.74
R545910	$ 587,888.00	$ 0.11	$ 646.68
R532459	$ 622,413.00	$ 0.11	$ 684.65
R519674	$ 629,959.00	$ 0.11	$ 692.95
R441351	$ 376,031.00	$ 0.11	$ 413.63
R526980	$ 451,505.00	$ 0.11	$ 496.66
R526962	$ 339,202.00	$ 0.11	$ 373.12
R531099	$ 494,044.00	$ 0.11	$ 543.45
R405654	$ 371,196.00	$ 0.11	$ 408.32
R525147	$ 467,580.00	$ 0.11	$ 514.34
R389234	$ 530,471.00	$ 0.11	$ 583.52
R475550	$ 469,063.00	$ 0.11	$ 515.97
R519703	$ 378,261.00	$ 0.11	$ 416.09
R496716	$ 461,403.00	$ 0.11	$ 507.54
R441348	$ 371,822.00	$ 0.11	$ 409.00
R441398	$ 413,616.00	$ 0.11	$ 454.98
R380345	$ 585,266.00	$ 0.11	$ 643.79
R496723	$ 346,005.00	$ 0.11	$ 380.61
R405651	$ 371,731.00	$ 0.11	$ 408.90
R526998	$ 327,062.00	$ 0.11	$ 359.77
R532449	$ 545,005.00	$ 0.11	$ 599.51
R426228	$ 651,891.00	$ 0.11	$ 717.08
R476594	$ 500,847.00	$ 0.11	$ 550.93
R531103	$ 454,982.00	$ 0.11	$ 500.48

	A	B	C = (A ÷ 100) × B
Property ID	Assessed Value[a]	Operation & Maintenance Assessment	Projected Annual Installment Due 1/31/2027 [b]
R545906	$ 569,176.00	$ 0.11	$ 626.09
R496734	$ 378,752.00	$ 0.11	$ 416.63
R548276	$ 399,860.00	$ 0.11	$ 439.85
R530827	$ 466,073.00	$ 0.11	$ 512.68
R530838	$ 400,596.00	$ 0.11	$ 440.66
R525201	$ 375,682.00	$ 0.11	$ 413.25
R418207	$ 386,529.00	$ 0.11	$ 425.18
R476629	$ 351,604.00	$ 0.11	$ 386.76
R496815	$ 469,248.00	$ 0.11	$ 516.17
R475599	$ 472,202.00	$ 0.11	$ 519.42
R496817	$ 470,333.00	$ 0.11	$ 517.37
R380337	$ 367,916.00	$ 0.11	$ 404.71
R496776	$ 484,714.00	$ 0.11	$ 533.19
R519704	$ 438,002.00	$ 0.11	$ 481.80
R418216	$ 398,347.00	$ 0.11	$ 438.18
R441431	$ 355,166.00	$ 0.11	$ 390.68
R530819	$ 393,742.00	$ 0.11	$ 433.12
R530821	$ 339,292.00	$ 0.11	$ 373.22
R530812	$ 402,129.00	$ 0.11	$ 442.34
R548239	$ 354,878.00	$ 0.11	$ 390.37
R441408	$ 450,744.00	$ 0.11	$ 495.82
R545975	$ 414,860.00	$ 0.11	$ 456.35
R548248	$ 357,616.00	$ 0.11	$ 393.38
R475597	$ 544,397.00	$ 0.11	$ 598.84
R530844	$ 420,328.00	$ 0.11	$ 462.36
R548236	$ 427,701.00	$ 0.11	$ 470.47
R519684	$ 515,720.00	$ 0.11	$ 567.29
R380317	$ 375,233.00	$ 0.11	$ 412.76
R380422	$ 513,271.00	$ 0.11	$ 564.60
R496788	$ 467,348.00	$ 0.11	$ 514.08
R418202	$ 355,106.00	$ 0.11	$ 390.62
R530824	$ 336,849.00	$ 0.11	$ 370.53
R441396	$ 374,237.00	$ 0.11	$ 411.66
R519699	$ 481,023.00	$ 0.11	$ 529.13
R496771	$ 517,818.00	$ 0.11	$ 569.60
R475586	$ 409,166.00	$ 0.11	$ 450.08
R519698	$ 381,336.00	$ 0.11	$ 419.47
R418222	$ 457,198.00	$ 0.11	$ 502.92
R475603	$ 370,520.00	$ 0.11	$ 407.57
R526986	$ 324,598.00	$ 0.11	$ 357.06

	A	B	C = (A ÷ 100) × B
Property ID	Assessed Value[a]	Operation & Maintenance Assessment	Projected Annual Installment Due 1/31/2027 [b]
R418203	$ 360,457.00	$ 0.11	$ 396.50
R530806	$ 383,501.00	$ 0.11	$ 421.85
R526969	$ 402,733.00	$ 0.11	$ 443.01
R530876	$ 462,151.00	$ 0.11	$ 508.37
R532435	$ 513,841.00	$ 0.11	$ 565.23
R441359	$ 359,768.00	$ 0.11	$ 395.74
R380419	$ 363,109.00	$ 0.11	$ 399.42
R526988	$ 440,026.00	$ 0.11	$ 484.03
R545937	$ 436,245.00	$ 0.11	$ 479.87
R548252	$ 337,639.00	$ 0.11	$ 371.40
R380316	$ 362,938.00	$ 0.11	$ 399.23
R532420	$ 489,004.00	$ 0.11	$ 537.90
R548254	$ 395,813.00	$ 0.11	$ 435.39
R441395	$ 380,755.00	$ 0.11	$ 418.83
R441347	$ 442,634.00	$ 0.11	$ 486.90
R531113	$ 533,740.00	$ 0.11	$ 587.11
R496790	$ 480,242.00	$ 0.11	$ 528.27
R418223	$ 375,276.00	$ 0.11	$ 412.80
R405603	$ 409,025.00	$ 0.11	$ 449.93
R426222	$ 628,291.00	$ 0.11	$ 691.12
R380358	$ 459,825.00	$ 0.11	$ 505.81
R380376	$ 425,092.00	$ 0.11	$ 467.60
R475563	$ 527,754.00	$ 0.11	$ 580.53
R380357	$ 460,197.00	$ 0.11	$ 506.22
R380325	$ 535,918.00	$ 0.11	$ 589.51
R389247	$ 509,448.00	$ 0.11	$ 560.39
R405585	$ 374,022.00	$ 0.11	$ 411.42
R441385	$ 404,754.00	$ 0.11	$ 445.23
R380396	$ 368,741.00	$ 0.11	$ 405.62
R530814	$ 439,444.00	$ 0.11	$ 483.39
R418230	$ 358,984.00	$ 0.11	$ 394.88
R496811	$ 456,177.00	$ 0.11	$ 501.79
R441436	$ 376,849.00	$ 0.11	$ 414.53
R475562	$ 472,282.00	$ 0.11	$ 519.51
R476614	$ 380,339.00	$ 0.11	$ 418.37
R519726	$ 475,000.00	$ 0.11	$ 522.50
R475526	$ 426,217.00	$ 0.11	$ 468.84
R441421	$ 369,871.00	$ 0.11	$ 406.86
R532425	$ 514,227.00	$ 0.11	$ 565.65
R475530	$ 478,550.00	$ 0.11	$ 526.41

	A	B	C = (A ÷ 100) × B
Property ID	Assessed Value[a]	Operation & Maintenance Assessment	Projected Annual Installment Due 1/31/2027 [b]
R426254	$ 370,400.00	$ 0.11	$ 407.44
R476599	$ 377,680.00	$ 0.11	$ 415.45
R475595	$ 406,041.00	$ 0.11	$ 446.65
R476632	$ 396,942.00	$ 0.11	$ 436.64
R476631	$ 448,530.00	$ 0.11	$ 493.38
R475512	$ 403,262.00	$ 0.11	$ 443.59
R380411	$ 345,240.00	$ 0.11	$ 379.76
R426240	$ 474,609.00	$ 0.11	$ 522.07
R496728	$ 360,659.00	$ 0.11	$ 396.72
R418229	$ 456,937.00	$ 0.11	$ 502.63
R405638	$ 375,129.00	$ 0.11	$ 412.64
R519708	$ 379,912.00	$ 0.11	$ 417.90
R441435	$ 366,299.00	$ 0.11	$ 402.93
R418211	$ 401,964.00	$ 0.11	$ 442.16
R380340	$ 438,621.00	$ 0.11	$ 482.48
R426241	$ 440,102.00	$ 0.11	$ 484.11
R530864	$ 417,619.00	$ 0.11	$ 459.38
R531083	$ 480,195.00	$ 0.11	$ 528.21
R530832	$ 349,029.00	$ 0.11	$ 383.93
R530800	$ 337,100.00	$ 0.11	$ 370.81
R519695	$ 377,826.00	$ 0.11	$ 415.61
R496724	$ 378,593.00	$ 0.11	$ 416.45
R405623	$ 371,731.00	$ 0.11	$ 408.90
R531111	$ 386,096.00	$ 0.11	$ 424.71
R475517	$ 469,914.00	$ 0.11	$ 516.91
R531086	$ 378,114.00	$ 0.11	$ 415.93
R530862	$ 397,004.00	$ 0.11	$ 436.70
R380399	$ 471,272.00	$ 0.11	$ 518.40
R380426	$ 375,775.00	$ 0.11	$ 413.35
R418227	$ 372,491.00	$ 0.11	$ 409.74
R526981	$ 348,033.00	$ 0.11	$ 382.84
R545964	$ 437,213.00	$ 0.11	$ 480.93
R548264	$ 398,219.00	$ 0.11	$ 438.04
R545932	$ 486,746.00	$ 0.11	$ 535.42
R548266	$ 352,769.00	$ 0.11	$ 388.05
R548234	$ 452,491.00	$ 0.11	$ 497.74
R519686	$ 380,390.00	$ 0.11	$ 418.43
R476618	$ 400,376.00	$ 0.11	$ 440.41
R441390	$ 404,925.00	$ 0.11	$ 445.42
R519729	$ 489,693.00	$ 0.11	$ 538.66

	A	B	C = (A ÷ 100) × B
Property ID	Assessed Value[a]	Operation & Maintenance Assessment	Projected Annual Installment Due 1/31/2027 [b]
R530805	$ 397,647.00	$ 0.11	$ 437.41
R441430	$ 360,027.00	$ 0.11	$ 396.03
R526959	$ 351,551.00	$ 0.11	$ 386.71
R525158	$ 527,390.00	$ 0.11	$ 580.13
R526966	$ 333,924.00	$ 0.11	$ 367.32
R441341	$ 452,567.00	$ 0.11	$ 497.82
R405601	$ 364,387.00	$ 0.11	$ 400.83
R405626	$ 351,522.00	$ 0.11	$ 386.67
R496759	$ 463,793.00	$ 0.11	$ 510.17
R476601	$ 423,765.00	$ 0.11	$ 466.14
R530877	$ 374,813.00	$ 0.11	$ 412.29
R532456	$ 417,584.00	$ 0.11	$ 459.34
R530870	$ 350,619.00	$ 0.11	$ 385.68
R532424	$ 406,391.00	$ 0.11	$ 447.03
R548240	$ 367,097.00	$ 0.11	$ 403.81
R418199	$ 485,314.00	$ 0.11	$ 533.85
R548258	$ 473,205.00	$ 0.11	$ 520.53
R530863	$ 405,512.00	$ 0.11	$ 446.06
R416858	$ 632,840.00	$ 0.11	$ 696.12
R496791	$ 375,934.00	$ 0.11	$ 413.53
R475614	$ 395,423.00	$ 0.11	$ 434.97
R532436	$ 421,011.00	$ 0.11	$ 463.11
R526987	$ 424,749.00	$ 0.11	$ 467.22
R532453	$ 434,218.00	$ 0.11	$ 477.64
R530875	$ 447,066.00	$ 0.11	$ 491.77
R548268	$ 399,443.00	$ 0.11	$ 439.39
R441411	$ 360,430.00	$ 0.11	$ 396.47
R405646	$ 366,772.00	$ 0.11	$ 403.45
R380435	$ 436,596.00	$ 0.11	$ 480.26
R380383	$ 379,352.00	$ 0.11	$ 417.29
R531105	$ 424,911.00	$ 0.11	$ 467.40
R476605	$ 438,029.00	$ 0.11	$ 481.83
R426232	$ 509,415.00	$ 0.11	$ 560.36
R475570	$ 448,477.00	$ 0.11	$ 493.32
R476603	$ 378,208.00	$ 0.11	$ 416.03
R475584	$ 372,411.00	$ 0.11	$ 409.65
R475609	$ 481,485.00	$ 0.11	$ 529.63
R531101	$ 436,195.00	$ 0.11	$ 479.81
R532422	$ 455,926.00	$ 0.11	$ 501.52
R496768	$ 519,582.00	$ 0.11	$ 571.54

	A	B	C = (A ÷ 100) × B
Property ID	Assessed Value[a]	Operation & Maintenance Assessment	Projected Annual Installment Due 1/31/2027 [b]
R532429	$ 547,263.00	$ 0.11	$ 601.99
R475505	$ 483,818.00	$ 0.11	$ 532.20
R389236	$ 427,628.00	$ 0.11	$ 470.39
R476610	$ 368,522.00	$ 0.11	$ 405.37
R527000	$ 434,250.00	$ 0.11	$ 477.68
R531112	$ 383,459.00	$ 0.11	$ 421.80
R405631	$ 354,235.00	$ 0.11	$ 389.66
R496793	$ 508,256.00	$ 0.11	$ 559.08
R531094	$ 542,867.00	$ 0.11	$ 597.15
R532447	$ 517,194.00	$ 0.11	$ 568.91
R380414	$ 332,793.00	$ 0.11	$ 366.07
R475523	$ 457,593.00	$ 0.11	$ 503.35
R475616	$ 360,880.00	$ 0.11	$ 396.97
R545951	$ 563,558.00	$ 0.11	$ 619.91
R530847	$ 339,811.00	$ 0.11	$ 373.79
R530793	$ 328,647.00	$ 0.11	$ 361.51
R476628	$ 405,179.00	$ 0.11	$ 445.70
R475541	$ 402,936.00	$ 0.11	$ 443.23
R496725	$ 393,814.00	$ 0.11	$ 433.20
R548242	$ 336,653.00	$ 0.11	$ 370.32
R530879	$ 406,150.00	$ 0.11	$ 446.77
R548256	$ 402,928.00	$ 0.11	$ 443.22
R496718	$ 467,014.00	$ 0.11	$ 513.72
R441382	$ 444,269.00	$ 0.11	$ 488.70
R548262	$ 422,654.00	$ 0.11	$ 464.92
R475561	$ 394,691.00	$ 0.11	$ 434.16
R416854	$ 499,580.00	$ 0.11	$ 549.54
R545978	$ 588,533.00	$ 0.11	$ 647.39
R476616	$ 381,414.00	$ 0.11	$ 419.56
R530798	$ 414,743.00	$ 0.11	$ 456.22
R441401	$ 353,014.00	$ 0.11	$ 388.32
R476634	$ 378,208.00	$ 0.11	$ 416.03
R441370	$ 386,016.00	$ 0.11	$ 424.62
R545928	$ 502,891.00	$ 0.11	$ 553.18
R519692	$ 466,444.00	$ 0.11	$ 513.09
R519675	$ 455,493.00	$ 0.11	$ 501.04
R405637	$ 354,235.00	$ 0.11	$ 389.66
R496748	$ 368,529.00	$ 0.11	$ 405.38
R525213	$ 479,076.00	$ 0.11	$ 526.98
R475510	$ 385,898.00	$ 0.11	$ 424.49

	A	B	C = (A ÷ 100) × B
Property ID	Assessed Value[a]	Operation & Maintenance Assessment	Projected Annual Installment Due 1/31/2027 [b]
R530831	$ 333,238.00	$ 0.11	$ 366.56
R418231	$ 398,566.00	$ 0.11	$ 438.42
R496731	$ 388,899.00	$ 0.11	$ 427.79
R532434	$ 418,350.00	$ 0.11	$ 460.19
R527004	$ 376,680.00	$ 0.11	$ 414.35
R525206	$ 490,135.00	$ 0.11	$ 539.15
R548285	$ 338,413.00	$ 0.11	$ 372.25
R525154	$ 597,020.00	$ 0.11	$ 656.72
R380403	$ 367,739.00	$ 0.11	$ 404.51
R380315	$ 409,286.00	$ 0.11	$ 450.21
R426262	$ 436,140.00	$ 0.11	$ 479.75
R532417	$ 564,727.00	$ 0.11	$ 621.20
R496749	$ 467,280.00	$ 0.11	$ 514.01
R527001	$ 388,440.00	$ 0.11	$ 427.28
R496819	$ 487,262.00	$ 0.11	$ 535.99
R476636	$ 399,708.00	$ 0.11	$ 439.68
R380415	$ 365,752.00	$ 0.11	$ 402.33
R405607	$ 367,506.00	$ 0.11	$ 404.26
R519679	$ 548,959.00	$ 0.11	$ 603.85
R496774	$ 452,980.00	$ 0.11	$ 498.28
R531102	$ 518,698.00	$ 0.11	$ 570.57
R441433	$ 366,765.00	$ 0.11	$ 403.44
R530855	$ 388,019.00	$ 0.11	$ 426.82
R405641	$ 381,353.00	$ 0.11	$ 419.49
R530810	$ 349,065.00	$ 0.11	$ 383.97
R530853	$ 348,959.00	$ 0.11	$ 383.85
R548275	$ 443,690.00	$ 0.11	$ 488.06
R532441	$ 576,242.00	$ 0.11	$ 633.87
R426227	$ 459,925.00	$ 0.11	$ 505.92
R545950	$ 402,782.00	$ 0.11	$ 443.06
R545973	$ 404,994.00	$ 0.11	$ 445.49
R545914	$ 598,239.00	$ 0.11	$ 658.06
R475592	$ 368,687.00	$ 0.11	$ 405.56
R532421	$ 524,141.00	$ 0.11	$ 576.56
R380330	$ 507,505.00	$ 0.11	$ 558.26
R380431	$ 395,692.00	$ 0.11	$ 435.26
R405593	$ 404,204.00	$ 0.11	$ 444.62
R526972	$ 424,657.00	$ 0.11	$ 467.12
R496726	$ 492,565.00	$ 0.11	$ 541.82
R476611	$ 485,555.00	$ 0.11	$ 534.11

	A	B	C = (A ÷ 100) × B
Property ID	Assessed Value[a]	Operation & Maintenance Assessment	Projected Annual Installment Due 1/31/2027 [b]
R545957	$ 532,654.00	$ 0.11	$ 585.92
R441415	$ 375,812.00	$ 0.11	$ 413.39
R532455	$ 439,593.00	$ 0.11	$ 483.55
R519731	$ 646,811.00	$ 0.11	$ 711.49
R476586	$ 467,163.00	$ 0.11	$ 513.88
R530803	$ 346,210.00	$ 0.11	$ 380.83
R416850	$ 411,687.00	$ 0.11	$ 452.86
R530835	$ 408,439.00	$ 0.11	$ 449.28
R532457	$ 434,218.00	$ 0.11	$ 477.64
R530871	$ 386,634.00	$ 0.11	$ 425.30
R527017	$ 354,713.00	$ 0.11	$ 390.18
R418225	$ 441,456.00	$ 0.11	$ 485.60
R530837	$ 338,439.00	$ 0.11	$ 372.28
R380395	$ 359,160.00	$ 0.11	$ 395.08
R526995	$ 353,270.00	$ 0.11	$ 388.60
R526963	$ 334,172.00	$ 0.11	$ 367.59
R525199	$ 388,396.00	$ 0.11	$ 427.24
R476615	$ 470,739.00	$ 0.11	$ 517.81
R525148	$ 469,689.00	$ 0.11	$ 516.66
R476580	$ 379,960.00	$ 0.11	$ 417.96
R496813	$ 559,231.00	$ 0.11	$ 615.15
R441419	$ 372,422.00	$ 0.11	$ 409.66
R530817	$ 422,432.00	$ 0.11	$ 464.68
R545945	$ 434,686.00	$ 0.11	$ 478.15
R405605	$ 354,235.00	$ 0.11	$ 389.66
R545963	$ 443,718.00	$ 0.11	$ 488.09
R496781	$ 474,787.00	$ 0.11	$ 522.27
R527012	$ 438,335.00	$ 0.11	$ 482.17
R416855	$ 373,346.00	$ 0.11	$ 410.68
R380359	$ 436,177.00	$ 0.11	$ 479.79
R530799	$ 337,100.00	$ 0.11	$ 370.81
R496753	$ 467,352.00	$ 0.11	$ 514.09
R476640	$ 498,939.00	$ 0.11	$ 548.83
R476589	$ 478,807.00	$ 0.11	$ 526.69
R519700	$ 371,331.00	$ 0.11	$ 408.46
R405662	$ 365,599.00	$ 0.11	$ 402.16
R496719	$ 362,983.00	$ 0.11	$ 399.28
R418220	$ 368,903.00	$ 0.11	$ 405.79
R531091	$ 393,453.00	$ 0.11	$ 432.80
R475503	$ 478,567.00	$ 0.11	$ 526.42

	A	B	C = (A ÷ 100) × B
Property ID	Assessed Value[a]	Operation & Maintenance Assessment	Projected Annual Installment Due 1/31/2027 [b]
R475554	$ 374,656.00	$ 0.11	$ 412.12
R530857	$ 331,887.00	$ 0.11	$ 365.08
R531106	$ 453,643.00	$ 0.11	$ 499.01
R527003	$ 379,376.00	$ 0.11	$ 417.31
R545922	$ 484,199.00	$ 0.11	$ 532.62
R380318	$ 448,876.00	$ 0.11	$ 493.76
R441346	$ 438,309.00	$ 0.11	$ 482.14
R525205	$ 504,351.00	$ 0.11	$ 554.79
R530823	$ 350,773.00	$ 0.11	$ 385.85
R476608	$ 351,604.00	$ 0.11	$ 386.76
R405630	$ 341,355.00	$ 0.11	$ 375.49
R380402	$ 367,333.00	$ 0.11	$ 404.07
R496743	$ 427,348.00	$ 0.11	$ 470.08
R475566	$ 466,926.00	$ 0.11	$ 513.62
R475509	$ 373,617.00	$ 0.11	$ 410.98
R496757	$ 566,431.00	$ 0.11	$ 623.07
R519705	$ 409,180.00	$ 0.11	$ 450.10
R380329	$ 497,236.00	$ 0.11	$ 546.96
R519730	$ 635,664.00	$ 0.11	$ 699.23
R389243	$ 554,994.00	$ 0.11	$ 610.49
R441364	$ 483,319.00	$ 0.11	$ 531.65
R441425	$ 412,088.00	$ 0.11	$ 453.30
R380443	$ 391,576.00	$ 0.11	$ 430.73
R525211	$ 493,074.00	$ 0.11	$ 542.38
R496750	$ 454,074.00	$ 0.11	$ 499.48
R519712	$ 363,665.00	$ 0.11	$ 400.03
R405624	$ 350,791.00	$ 0.11	$ 385.87
R475559	$ 449,764.00	$ 0.11	$ 494.74
R530822	$ 479,959.00	$ 0.11	$ 527.95
R530797	$ 341,682.00	$ 0.11	$ 375.85
R380347	$ 486,145.00	$ 0.11	$ 534.76
R380425	$ 432,438.00	$ 0.11	$ 475.68
R532437	$ 542,923.00	$ 0.11	$ 597.22
R519683	$ 487,716.00	$ 0.11	$ 536.49
R380335	$ 467,486.00	$ 0.11	$ 514.23
R531108	$ 377,141.00	$ 0.11	$ 414.86
R526971	$ 333,675.00	$ 0.11	$ 367.04
R496804	$ 463,276.00	$ 0.11	$ 509.60
R527005	$ 416,291.00	$ 0.11	$ 457.92
R545969	$ 439,651.00	$ 0.11	$ 483.62

	A	B	C = (A ÷ 100) × B
Property ID	Assessed Value[a]	Operation & Maintenance Assessment	Projected Annual Installment Due 1/31/2027 [b]
R545954	$ 657,697.00	$ 0.11	$ 723.47
R496787	$ 517,241.00	$ 0.11	$ 568.97
R548286	$ 469,583.00	$ 0.11	$ 516.54
R548271	$ 375,764.00	$ 0.11	$ 413.34
R441412	$ 441,730.00	$ 0.11	$ 485.90
R476591	$ 375,998.00	$ 0.11	$ 413.60
R496806	$ 482,590.00	$ 0.11	$ 530.85
R475520	$ 397,248.00	$ 0.11	$ 436.97
R525207	$ 383,048.00	$ 0.11	$ 421.35
R548269	$ 408,066.00	$ 0.11	$ 448.87
R527018	$ 354,694.00	$ 0.11	$ 390.16
R532450	$ 533,007.00	$ 0.11	$ 586.31
R530842	$ 350,278.00	$ 0.11	$ 385.31
R545942	$ 499,156.00	$ 0.11	$ 549.07
R531096	$ 384,373.00	$ 0.11	$ 422.81
R380391	$ 433,321.00	$ 0.11	$ 476.65
R475557	$ 366,813.00	$ 0.11	$ 403.49
R405590	$ 374,022.00	$ 0.11	$ 411.42
R426260	$ 356,123.00	$ 0.11	$ 391.74
R475600	$ 422,921.00	$ 0.11	$ 465.21
R441355	$ 415,969.00	$ 0.11	$ 457.57
R476637	$ 453,580.00	$ 0.11	$ 498.94
R532413	$ 530,889.00	$ 0.11	$ 583.98
R545920	$ 561,527.00	$ 0.11	$ 617.68
R441344	$ 451,841.00	$ 0.11	$ 497.03
R426212	$ 581,409.00	$ 0.11	$ 639.55
R532452	$ 512,676.00	$ 0.11	$ 563.94
R475537	$ 382,218.00	$ 0.11	$ 420.44
R380365	$ 454,206.00	$ 0.11	$ 499.63
R525155	$ 539,004.00	$ 0.11	$ 592.90
R426235	$ 485,977.00	$ 0.11	$ 534.57
R418210	$ 457,687.00	$ 0.11	$ 503.46
R441391	$ 357,530.00	$ 0.11	$ 393.28
R527009	$ 382,206.00	$ 0.11	$ 420.43
R519728	$ 384,600.00	$ 0.11	$ 423.06
R441405	$ 360,430.00	$ 0.11	$ 396.47
R380363	$ 566,254.00	$ 0.11	$ 622.88
R475607	$ 382,022.00	$ 0.11	$ 420.22
R441373	$ 350,091.00	$ 0.11	$ 385.10
R441380	$ 444,269.00	$ 0.11	$ 488.70

	A	B	C = (A ÷ 100) × B
Property ID	Assessed Value[a]	Operation & Maintenance Assessment	Projected Annual Installment Due 1/31/2027 [b]
R525209	$ 611,146.00	$ 0.11	$ 672.26
R380356	$ 383,699.00	$ 0.11	$ 422.07
R475532	$ 549,160.00	$ 0.11	$ 604.08
R476587	$ 377,400.00	$ 0.11	$ 415.14
R496809	$ 539,179.00	$ 0.11	$ 593.10
R441342	$ 376,806.00	$ 0.11	$ 414.49
R526967	$ 372,549.00	$ 0.11	$ 409.80
R475497	$ 406,735.00	$ 0.11	$ 447.41
R380442	$ 398,736.00	$ 0.11	$ 438.61
R548273	$ 445,562.00	$ 0.11	$ 490.12
R380378	$ 550,306.00	$ 0.11	$ 605.34
R545948	$ 403,133.00	$ 0.11	$ 443.45
R475565	$ 395,432.00	$ 0.11	$ 434.98
R441372	$ 405,141.00	$ 0.11	$ 445.66
R519713	$ 363,743.00	$ 0.11	$ 400.12
R476602	$ 389,131.00	$ 0.11	$ 428.04
R532414	$ 586,192.00	$ 0.11	$ 644.81
R441340	$ 362,820.00	$ 0.11	$ 399.10
R525203	$ 378,864.00	$ 0.11	$ 416.75
R496742	$ 409,499.00	$ 0.11	$ 450.45
R532416	$ 524,168.00	$ 0.11	$ 576.58
R530846	$ 338,439.00	$ 0.11	$ 372.28
R405666	$ 371,756.00	$ 0.11	$ 408.93
R532446	$ 495,639.00	$ 0.11	$ 545.20
R426252	$ 346,544.00	$ 0.11	$ 381.20
R545916	$ 531,579.00	$ 0.11	$ 584.74
R548284	$ 335,995.00	$ 0.11	$ 369.59
R548282	$ 400,519.00	$ 0.11	$ 440.57
R526990	$ 410,087.00	$ 0.11	$ 451.10
R496810	$ 450,028.00	$ 0.11	$ 495.03
R531095	$ 439,420.00	$ 0.11	$ 483.36
R548250	$ 466,927.00	$ 0.11	$ 513.62
R405600	$ 368,212.00	$ 0.11	$ 405.03
R545941	$ 515,897.00	$ 0.11	$ 567.49
R519711	$ 397,707.00	$ 0.11	$ 437.48
R548241	$ 369,654.00	$ 0.11	$ 406.62
R545939	$ 546,605.00	$ 0.11	$ 601.27
R519681	$ 378,206.00	$ 0.11	$ 416.03
R475499	$ 481,280.00	$ 0.11	$ 529.41
R441406	$ 415,784.00	$ 0.11	$ 457.36

	A	B	C = (A ÷ 100) × B
Property ID	Assessed Value[a]	Operation & Maintenance Assessment	Projected Annual Installment Due 1/31/2027 [b]
R526999	$ 393,946.00	$ 0.11	$ 433.34
R475531	$ 460,230.00	$ 0.11	$ 506.25
R526992	$ 408,734.00	$ 0.11	$ 449.61
R530852	$ 338,439.00	$ 0.11	$ 372.28
R380434	$ 370,352.00	$ 0.11	$ 407.39
R548251	$ 393,025.00	$ 0.11	$ 432.33
R380320	$ 400,696.00	$ 0.11	$ 440.77
R530820	$ 338,592.00	$ 0.11	$ 372.45
R380331	$ 422,897.00	$ 0.11	$ 465.19
R441383	$ 375,513.00	$ 0.11	$ 413.06
R405616	$ 354,235.00	$ 0.11	$ 389.66
R475581	$ 407,145.00	$ 0.11	$ 447.86
R530794	$ 405,413.00	$ 0.11	$ 445.95
R426270	$ 392,817.00	$ 0.11	$ 432.10
R475547	$ 497,136.00	$ 0.11	$ 546.85
R496799	$ 463,989.00	$ 0.11	$ 510.39
R525208	$ 481,419.00	$ 0.11	$ 529.56
R475606	$ 414,735.00	$ 0.11	$ 456.21
R525150	$ 515,255.00	$ 0.11	$ 566.78
R380390	$ 372,854.00	$ 0.11	$ 410.14
R405591	$ 345,654.00	$ 0.11	$ 380.22
R426268	$ 352,613.00	$ 0.11	$ 387.87
R475580	$ 420,250.00	$ 0.11	$ 462.28
R405639	$ 415,555.00	$ 0.11	$ 457.11
R530851	$ 396,441.00	$ 0.11	$ 436.09
R475577	$ 377,279.00	$ 0.11	$ 415.01
R532426	$ 535,527.00	$ 0.11	$ 589.08
R532411	$ 536,846.00	$ 0.11	$ 590.53
R548263	$ 445,108.00	$ 0.11	$ 489.62
R389232	$ 450,199.00	$ 0.11	$ 495.22
R526978	$ 333,078.00	$ 0.11	$ 366.39
R476582	$ 397,872.00	$ 0.11	$ 437.66
R545962	$ 518,482.00	$ 0.11	$ 570.33
R525145	$ 486,481.00	$ 0.11	$ 535.13
R526961	$ 409,904.00	$ 0.11	$ 450.89
R405653	$ 368,730.00	$ 0.11	$ 405.60
R548278	$ 343,350.00	$ 0.11	$ 377.69
R532462	$ 621,089.00	$ 0.11	$ 683.20
R496746	$ 397,179.00	$ 0.11	$ 436.90
R380410	$ 368,891.00	$ 0.11	$ 405.78

	A	B	C = (A ÷ 100) × B
Property ID	Assessed Value[a]	Operation & Maintenance Assessment	Projected Annual Installment Due 1/31/2027 [b]
R418212	$ 373,078.00	$ 0.11	$ 410.39
R519690	$ 544,361.00	$ 0.11	$ 598.80
R545944	$ 434,486.00	$ 0.11	$ 477.93
R441404	$ 413,938.00	$ 0.11	$ 455.33
R380343	$ 590,804.00	$ 0.11	$ 649.88
R416856	$ 580,330.00	$ 0.11	$ 638.36
R532461	$ 460,079.00	$ 0.11	$ 506.09
R526997	$ 347,843.00	$ 0.11	$ 382.63
R545930	$ 590,257.00	$ 0.11	$ 649.28
R441353	$ 434,216.00	$ 0.11	$ 477.64
R530868	$ 355,547.00	$ 0.11	$ 391.10
R496764	$ 486,527.00	$ 0.11	$ 535.18
R545905	$ 581,793.00	$ 0.11	$ 639.97
R545971	$ 420,552.00	$ 0.11	$ 462.61
R441361	$ 386,016.00	$ 0.11	$ 424.62
R530840	$ 334,544.00	$ 0.11	$ 368.00
R496770	$ 472,268.00	$ 0.11	$ 519.49
R388470	$ 537,936.00	$ 0.11	$ 591.73
R545918	$ 482,382.00	$ 0.11	$ 530.62
R441376	$ 386,739.00	$ 0.11	$ 425.41
R530859	$ 373,588.00	$ 0.11	$ 410.95
R519732	$ 379,207.00	$ 0.11	$ 417.13
R548235	$ 345,851.00	$ 0.11	$ 380.44
R496782	$ 398,278.00	$ 0.11	$ 438.11
R405606	$ 380,468.00	$ 0.11	$ 418.51
R476585	$ 420,854.00	$ 0.11	$ 462.94
R530872	$ 399,621.00	$ 0.11	$ 439.58
R519687	$ 490,989.00	$ 0.11	$ 540.09
R426233	$ 483,429.00	$ 0.11	$ 531.77
R418215	$ 376,516.00	$ 0.11	$ 414.17
R545965	$ 411,159.00	$ 0.11	$ 452.27
R527014	$ 400,503.00	$ 0.11	$ 440.55
R530849	$ 401,492.00	$ 0.11	$ 441.64
R532409	$ 516,439.00	$ 0.11	$ 568.08
R548243	$ 334,161.00	$ 0.11	$ 367.58
R545913	$ 630,562.00	$ 0.11	$ 693.62
R380327	$ 574,959.00	$ 0.11	$ 632.45
R548244	$ 395,813.00	$ 0.11	$ 435.39
R545946	$ 527,505.00	$ 0.11	$ 580.26
R475528	$ 486,643.00	$ 0.11	$ 535.31

	A	B	C = (A ÷ 100) × B
Property ID	Assessed Value[a]	Operation & Maintenance Assessment	Projected Annual Installment Due 1/31/2027 [b]
R426257	$ 367,860.00	$ 0.11	$ 404.65
R526977	$ 348,819.00	$ 0.11	$ 383.70
R530866	$ 406,722.00	$ 0.11	$ 447.39
R496744	$ 378,582.00	$ 0.11	$ 416.44
R475546	$ 402,859.00	$ 0.11	$ 443.14
R527013	$ 350,252.00	$ 0.11	$ 385.28
R532410	$ 441,415.00	$ 0.11	$ 485.56
R545960	$ 545,810.00	$ 0.11	$ 600.39
R380413	$ 368,888.00	$ 0.11	$ 405.78
R548280	$ 462,572.00	$ 0.11	$ 508.83
R519725	$ 569,720.00	$ 0.11	$ 626.69
R548257	$ 463,576.00	$ 0.11	$ 509.93
R545934	$ 531,579.00	$ 0.11	$ 584.74
R531088	$ 469,511.00	$ 0.11	$ 516.46
R545923	$ 576,953.00	$ 0.11	$ 634.65
R426245	$ 449,736.00	$ 0.11	$ 494.71
R496758	$ 394,014.00	$ 0.11	$ 433.42
R545966	$ 431,667.00	$ 0.11	$ 474.83
R418200	$ 376,632.00	$ 0.11	$ 414.30
R380321	$ 469,079.00	$ 0.11	$ 515.99
R380433	$ 391,395.00	$ 0.11	$ 430.53
R545968	$ 534,629.00	$ 0.11	$ 588.09
R441422	$ 365,630.00	$ 0.11	$ 402.19
R476613	$ 343,534.00	$ 0.11	$ 377.89
R545925	$ 496,472.00	$ 0.11	$ 546.12
R519717	$ 532,909.00	$ 0.11	$ 586.20
R475569	$ 508,870.00	$ 0.11	$ 559.76
R426229	$ 370,374.00	$ 0.11	$ 407.41
R545935	$ 475,561.00	$ 0.11	$ 523.12
R380384	$ 417,030.00	$ 0.11	$ 458.73
R530808	$ 403,310.00	$ 0.11	$ 443.64
R496812	$ 486,002.00	$ 0.11	$ 534.60
R519707	$ 443,856.00	$ 0.11	$ 488.24
R405587	$ 354,235.00	$ 0.11	$ 389.66
R475543	$ 472,452.00	$ 0.11	$ 519.70
R525212	$ 485,524.00	$ 0.11	$ 534.08
R548279	$ 402,641.00	$ 0.11	$ 442.91
R418213	$ 398,824.00	$ 0.11	$ 438.71
R380324	$ 361,458.00	$ 0.11	$ 397.60
R506821	$ 479,574.00	$ 0.11	$ 527.53

	A	B	C = (A ÷ 100) × B
Property ID	Assessed Value[a]	Operation & Maintenance Assessment	Projected Annual Installment Due 1/31/2027 [b]
R476598	$ 405,717.00	$ 0.11	$ 446.29
R475611	$ 378,822.00	$ 0.11	$ 416.70
R380427	$ 378,015.00	$ 0.11	$ 415.82
R496730	$ 357,263.00	$ 0.11	$ 392.99
R531100	$ 533,396.00	$ 0.11	$ 586.74
R476583	$ 404,251.00	$ 0.11	$ 444.68
R532427	$ 530,496.00	$ 0.11	$ 583.55
R496762	$ 506,999.00	$ 0.11	$ 557.70
R441434	$ 391,280.00	$ 0.11	$ 430.41
R426224	$ 512,524.00	$ 0.11	$ 563.78
R475579	$ 409,198.00	$ 0.11	$ 450.12
R548261	$ 392,347.00	$ 0.11	$ 431.58
R389231	$ 496,132.00	$ 0.11	$ 545.75
R496798	$ 540,838.00	$ 0.11	$ 594.92
R441369	$ 385,054.00	$ 0.11	$ 423.56
R476633	$ 397,146.00	$ 0.11	$ 436.86
R389248	$ 439,783.00	$ 0.11	$ 483.76
R475596	$ 488,132.00	$ 0.11	$ 536.95
R545927	$ 433,532.00	$ 0.11	$ 476.89
R530867	$ 348,122.00	$ 0.11	$ 382.93
R532442	$ 432,734.00	$ 0.11	$ 476.01
R525144	$ 560,100.00	$ 0.11	$ 616.11
R530848	$ 354,402.00	$ 0.11	$ 389.84
R426238	$ 442,331.00	$ 0.11	$ 486.56
R530816	$ 430,600.00	$ 0.11	$ 473.66
R405655	$ 375,492.00	$ 0.11	$ 413.04
R475511	$ 373,924.00	$ 0.11	$ 411.32
R475560	$ 476,934.00	$ 0.11	$ 524.63
R389230	$ 444,180.00	$ 0.11	$ 488.60
R389238	$ 534,400.00	$ 0.11	$ 587.84
R475575	$ 530,553.00	$ 0.11	$ 583.61
R475582	$ 406,735.00	$ 0.11	$ 447.41
R405658	$ 355,745.00	$ 0.11	$ 391.32
R519714	$ 494,156.00	$ 0.11	$ 543.57
R426267	$ 369,361.00	$ 0.11	$ 406.30
R441366	$ 377,347.00	$ 0.11	$ 415.08
R525151	$ 478,064.00	$ 0.11	$ 525.87
R475525	$ 390,338.00	$ 0.11	$ 429.37
R519678	$ 380,585.00	$ 0.11	$ 418.64
R545967	$ 413,258.00	$ 0.11	$ 454.58

	A	B	C = (A ÷ 100) × B
Property ID	Assessed Value[a]	Operation & Maintenance Assessment	Projected Annual Installment Due 1/31/2027 [b]
R530802	$ 361,607.00	$ 0.11	$ 397.77
R545974	$ 511,883.00	$ 0.11	$ 563.07
R548233	$ 350,553.00	$ 0.11	$ 385.61
R548247	$ 353,837.00	$ 0.11	$ 389.22
R526984	$ 393,098.00	$ 0.11	$ 432.41
R426253	$ 357,965.00	$ 0.11	$ 393.76
R531110	$ 417,758.00	$ 0.11	$ 459.53
R545917	$ 517,253.00	$ 0.11	$ 568.98
R545926	$ 427,181.00	$ 0.11	$ 469.90
R416853	$ 432,937.00	$ 0.11	$ 476.23
R530829	$ 398,350.00	$ 0.11	$ 438.19
R475573	$ 412,574.00	$ 0.11	$ 453.83
R405617	$ 379,251.00	$ 0.11	$ 417.18
R496800	$ 492,744.00	$ 0.11	$ 542.02
R380418	$ 417,301.00	$ 0.11	$ 459.03
R405656	$ 350,791.00	$ 0.11	$ 385.87
R380400	$ 487,713.00	$ 0.11	$ 536.48
R476578	$ 414,360.00	$ 0.11	$ 455.80
R476621	$ 351,604.00	$ 0.11	$ 386.76
R526964	$ 356,005.00	$ 0.11	$ 391.61
R530813	$ 355,994.00	$ 0.11	$ 391.59
R545931	$ 522,707.00	$ 0.11	$ 574.98
R496741	$ 368,462.00	$ 0.11	$ 405.31
R526973	$ 375,982.00	$ 0.11	$ 413.58
R519721	$ 438,487.00	$ 0.11	$ 482.34
R405615	$ 374,022.00	$ 0.11	$ 411.42
R441423	$ 346,125.00	$ 0.11	$ 380.74
R475500	$ 381,885.00	$ 0.11	$ 420.07
R475514	$ 461,269.00	$ 0.11	$ 507.40
R380441	$ 494,973.00	$ 0.11	$ 544.47
R475589	$ 548,333.00	$ 0.11	$ 603.17
R405633	$ 368,459.00	$ 0.11	$ 405.30
R548283	$ 458,746.00	$ 0.11	$ 504.62
R380398	$ 405,030.00	$ 0.11	$ 445.53
R476576	$ 355,413.00	$ 0.11	$ 390.95
R496796	$ 538,655.00	$ 0.11	$ 592.52
R532443	$ 506,418.00	$ 0.11	$ 557.06
R526996	$ 332,126.00	$ 0.11	$ 365.34
R548246	$ 457,790.00	$ 0.11	$ 503.57
R548277	$ 339,788.00	$ 0.11	$ 373.77

	A	B	C = (A ÷ 100) × B
Property ID	Assessed Value[a]	Operation & Maintenance Assessment	Projected Annual Installment Due 1/31/2027 [b]
R441418	$ 376,031.00	$ 0.11	$ 413.63
R526960	$ 403,813.00	$ 0.11	$ 444.19
R527010	$ 416,901.00	$ 0.11	$ 458.59
R405620	$ 376,865.00	$ 0.11	$ 414.55
R545961	$ 515,292.00	$ 0.11	$ 566.82
R545912	$ 536,340.00	$ 0.11	$ 589.97
R475513	$ 378,730.00	$ 0.11	$ 416.60
R426272	$ 343,128.00	$ 0.11	$ 377.44
R475613	$ 517,216.00	$ 0.11	$ 568.94
R532412	$ 523,918.00	$ 0.11	$ 576.31
R519709	$ 362,998.00	$ 0.11	$ 399.30
R530818	$ 408,857.00	$ 0.11	$ 449.74
R532444	$ 572,509.00	$ 0.11	$ 629.76
R519676	$ 426,895.00	$ 0.11	$ 469.58
R548245	$ 338,785.00	$ 0.11	$ 372.66
R416857	$ 557,667.00	$ 0.11	$ 613.43
R519723	$ 552,328.00	$ 0.11	$ 607.56
R526965	$ 401,241.00	$ 0.11	$ 441.37
R380348	$ 433,020.00	$ 0.11	$ 476.32
R530878	$ 349,424.00	$ 0.11	$ 384.37
R496783	$ 482,357.00	$ 0.11	$ 530.59
R532439	$ 479,826.00	$ 0.11	$ 527.81
R476593	$ 362,117.00	$ 0.11	$ 398.33
R380408	$ 371,183.00	$ 0.11	$ 408.30
R475556	$ 392,163.00	$ 0.11	$ 431.38
R441338	$ 368,864.00	$ 0.11	$ 405.75
R389228	$ 562,330.00	$ 0.11	$ 618.56
Total	**$ 494,460,232.00**		**$ 543,906.34**

Notes:

[a] Preliminary per Williamson Central Appraisal District and is subject to change.

[b] The Assessment Roll covers period October 1, 2026 to September 30, 2027 and is due by January 31, 2027. The Annual Collection Costs will be adjusted each year based on actual Operations and Maintenance Costs and Administrative Costs. Totals may not match the Annual Installment due to rounding.

EXHIBIT B – OPERATIONS AND MAINTENANCE BUDGET

	FY 2026 APPROVED	FY 2026 PROJECTIONS[a]	FY 2027[a]	FY 2028[a]	FY 2029[a]	FY 2030[a]	FY 2031[a]
Beginning Fund Balance							
Beginning Fund Balance	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Contingency Reserve	**$ 101,162**	**$ 109,090**	**$ 68,002**	**$ 71,478**	**$ 72,908**	**$ 74,366**	**$ 75,853**
Replacement and Repair Reserve	**$ 499,644**	**$ 548,146**	**$ 822,647**	**$ 1,078,263**	**$ 1,291,086**	**$ 1,559,143**	**$ 1,832,540**
Revenue							
Ad Valorem Taxes Projected [a]	$ 611,800	$ 611,800	$ 543,906	$ 554,784	$ 565,880	$ 577,198	$ 588,742
Ad Valorem Taxes Actual							
Allocated Interest	$ 990	$ 990	$ 900	$ 1,000	$ 1,000	$ 1,000	$ 1,000
Property Taxes - Penalties and Interest	$ -	$ -	$ 200	$ 100	$ 100	$ 100	$ 100
Sub Total	$ 612,790	$ 612,790	$ 545,006	$ 555,884	$ 566,980	$ 578,298	$ 589,842
Reserves Needed in FY 2026							
Contingency Reserve	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Replacement and Repair Reserve	$ -	$ -	$ -	$ 50,000	$ -	$ -	$ -
CIP Rollover from FY 2025							
Sub Total	$ -	$ -	$ -	$ 50,000	$ -	$ -	$ -
Total Revenue	**$ 612,790**	**$ 612,790**	**$ 545,006**	**$ 605,884**	**$ 566,980**	**$ 578,298**	**$ 589,842**
Operation Expenses							
PID Administration							
Administrative (Joint Services) Allocation	$ 5,753	$ 5,753	$ 10,000	$ 10,200	$ 10,404	$ 10,612	$ 10,824
Appraisal Contracts - WCAD & Tax Assessor Collector	$ 3,940	$ -	$ -	$ -	$ -	$ -	$ -
Consulting - Community Engagement - (Budget)	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Consulting - PID Administration	$ 22,517	$ 22,517	$ 27,301	$ 27,847	$ 28,404	$ 28,972	$ 29,551
General Fund Allocation	$ 25,884	$ 411	$ 419	$ 428	$ 436	$ 445	$ 454
Office Supplies	$ 318	$ -	$ -	$ -	$ -	$ -	$ -
Printing	$ 2,364	$ -	$ -	$ -	$ -	$ -	$ -
Property and Casualty Insurance	$ 1,126	$ -	$ -	$ -	$ -	$ -	$ -
Parks and Recreation							
Mowing Contracts (Parklets + Common Areas)	$ 124,848	$ 124,848	$ 127,345	$ 129,892	$ 132,490	$ 135,139	$ 137,842
Sign Maintenance	$ 5,202	$ 9,202	$ 9,386	$ 9,574	$ 9,765	$ 9,961	$ 10,160
Tree and Landscape Maintenance		$	$ -				
Landscaping - Including Design	$ 10,404	$ 10,604	$ 10,816	$ 11,032	$ 11,253	$ 11,478	$ 11,708
Tree and Shrub Removal Services	$ 10,404	$ 10,404	$ 10,612	$ 10,824	$ 11,041	$ 11,262	$ 11,487
Maintenance - Miscellaneous	$ 5,202	$ -	$ -	$ -	$ -	$ -	$ -
Utilities	$ 76,372	$ 88,269	$ 90,034	$ 91,835	$ 93,672	$ 95,545	$ 97,456
Public Works							
Pond/Vegetation Maintenance	$ 58,727	$ -	$ -	$ -	$ -	$ -	$ -
Mowing Contracts (Ponds + Alleyways)							
Ponds and Irrigation Systems Maintenance							
Sidewalk Maintenance	$ 31,585	$ -	$ -	$ -	$ -	$ -	$ -
Street Maintenance	$ 51,714	$ -	$ -	$ -	$ -	$ -	$ -
Street Tree Maintenance (Trimming + Removal)							
Sub Total	$ 436,360	$ 272,008	$ 285,914	$ 291,632	$ 297,465	$ 303,414	$ 309,482
Reserves Deposits							
Replacement and Repair Reserve	$ 56,430	$ 233,413	$ 259,093	$ 264,252	$ 269,515	$ 274,884	$ 280,359
Sub Total	$ 56,430	$ 233,413	$ 259,093	$ 264,252	$ 269,515	$ 274,884	$ 280,359
Improvement Projects							
Parks	$ 120,000	$ 107,369					
Fitness Equipment							
Public Works							
[Additional projects can be addressed here]							
Repairs & Replacement							
Alley Sealant [b]				$ 50,000			
Site Furnishings							
Parks Equipment Replacement							
[Additional projects can be addressed here]							
Sub Total	$ 120,000	$ 107,369	$ -	$ 50,000	$ -	$ -	$ -
Total Expense	**$ 612,790**	**$ 612,790**	**$ 545,006**	**$ 605,884**	**$ 566,980**	**$ 578,298**	**$ 589,842**
Reserves Balance							
Contingency Reserve [c]	$ 109,090	$ 68,002	$ 71,478	$ 72,908	$ 74,366	$ 75,853	$ 77,371
Replacement and Repair Reserve [d]	$ 548,146	$ 822,647	$ 1,078,263	$ 1,291,086	$ 1,559,143	$ 1,832,540	$ 2,111,382

Notes:

[a] Each following year is an estimate only, assuming value increases by 2%. Actual Value shall be updated in each year in such corresponding O&M Annual Service Plan Update.

[b] Alley maintenance every 5 years

[c] 90 days reserve

[d] Available for future improvements

EXHIBIT C – BUYER DISCLOSURE

The Buyer Disclosure for all Parcels in the District is found in this Exhibit.

GEORGETOWN VILLAGE PUBLIC IMPROVEMENT DISTRICT – OPERATIONS & MAINTENANCE ASSESSMENT BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO

CITY OF GEORGETOWN, TEXAS

CONCERNING THE FOLLOWING PROPERTY

_____

PROPERTY ADDRESS

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Georgetown, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Georgetown Village Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Georgetown. The exact amount of each annual installment will be approved each year by the City of Georgetown City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Georgetown.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §

§

COUNTY OF WILLIAMSON §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____ , 20__.

Notary Public, State of Texas][4]

[4]To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS ("CITY"), APPROVING AND ADOPTING THE FINAL 2026 O&M SERVICE PLAN UPDATE, AND THE FINAL 2026 ASSESSMENT ROLL (TO BE KEPT ON FILE WITH THE CITY SECRETARY); ESTABLISHING CLASSIFICATIONS FOR THE APPORTIONMENT OF COSTS AND THE METHODS OF ASSESSING SPECIAL ASSESSMENTS FOR THE SERVICES AND IMPROVEMENTS TO PROPERTY IN THE GEORGETOWN VILLAGE PUBLIC IMPROVEMENT DISTRICT NO. 1; CLOSING THE HEARING AND LEVYING ASSESSMENTS FOR THE COST OF CERTAIN SUPPLEMENTAL SERVICES AND IMPROVEMENTS TO BE PROVIDED IN THE DISTRICT DURING 2027; FIXING CHARGES AND LIENS AGAINST THE PROPERTY IN THE DISTRICT AND AGAINST THE OWNERS THEREOF; PROVIDING FOR THE COLLECTION OF THE ASSESSMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City is authorized under Chapter 372 of the Texas Local Government Code to create a public improvement district within its corporate limits and within its extraterritorial jurisdiction; and

WHEREAS, on February 23, 1999, the City Council first authorized and created the Georgetown Village Public Improvement District No. 1 (the "District"), as a public improvement district by Resolution No. 990223-N; and

WHEREAS, from 2001 to 2014, the City Council authorized the inclusion of additional real property into the District pursuant to Resolution Numbers 050801-AA-1, 032602-R, 040803-V-2, 011309-JJ, 062612-M, and 072214-R, a Georgetown Village PID Boundary Map of which is attached hereto as **Exhibit "A"** showing the total combined area of approximately 391.83 acres; and

WHEREAS, on July 28, 2025, the City Council authorized a public hearing to be held on August 25, 2026, to receive comments on the proposed 2026 O&M Service Plan Update and Assessment Plan, Levy of Assessment, and approval of the final 2027 Service Plan; and

WHEREAS, the City desired by the calling and holding of such public hearing to provide a reasonable opportunity for owners of property located in the District to speak for or against the assessment against real property and real property improvements exclusive of public rights-of-way, and to continue funding for the District for the purpose of providing supplemental services and improvements; and

WHEREAS, the City Council desires to authorize and adopt the Assessment Roll that was

filed with the City Secretary and subject to public inspection in the City's official records prior to the public hearing; and

WHEREAS, the City Council finds that the Service Plan and Assessment Plan are feasible and sound and will serve the needs and desires of the property owners, and that the assessment rate for the service area in the District is $0.11 per $100.00 of appraised value, as determined by the Williamson Central Appraisal District (WCAD), of the property or improvements to the property located in the District; are reasonable and adequate.

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

SECTION 1. All matters stated in the preamble of this Ordinance are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirely.

SECTION 2. The action of the City Council closing the August 25, 2026, public hearing in these proceedings is hereby ratified and confirmed.

SECTION 3. The proposed method of assessment, which specifies included or excluded classes of assessable property, is based on the value of the real property and real property improvements as determined by the WCAD. Public rights-of-way and City of Georgetown property are non-assessed. The assessment rate to be billed in 2026 for the service area in the District is $0.11 per $100.00 of appraised valuation.

SECTION 4. The City Council hereby authorizes and adopts the final 2026 Service Plan, the final 2026 Assessment Roll (to be kept on file with the City Secretary), and the Assessment Plan, attached hereto and incorporated herein as **Exhibit "B"**.

SECTION 5. The City Council hereby finds that written notice of the date, hour, place, and purpose of the meeting at which this Ordinance was adopted was posted and that such meeting was open to the public as required by law at all times during which this Ordinance and its subject matter were discussed, considered, and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended, and the Public Improvements Assessment Act.

SECTION 6. The City Council finds that the assessments as set forth in the Assessment Plan should be made and levied against the respective parcels of land within the District and against the owners thereof, and are substantially in proportion to the benefits to the respective parcels of land by means of maintenance of improvements in the District for which such assessments are levied. The assessments establish substantial justice and equality and uniformity between the respective owners to the respective properties and between all parties concerned considering the benefits received and burdens imposed. The Council further finds that in each case the property assessed is specially benefited by means of the improvements in the District, and further finds that

the apportionment of the cost of the services is in accordance with the law in force in this City and State, and the proceedings of this City heretofore conducted with reference to the formation of the District and the imposition of the assessments for the improvements are in all respects valid and regular.

SECTION 7. There is hereby levied and assessed against the parcels of property within the District, and against the real and true owners thereof (whether such owners be correctly named or not), the sums of the money as listed in the Assessment Roll on file with the City Secretary and subject to public inspection, and the several amounts assessed against the same, and the owners thereof at the assessment rate of $0.11 per $100.00 of appraised value.

SECTION 8. The assessments above mentioned and assessed against the parcels of property and the owners thereof, plus penalties and interest in the same amount as stated in Section 33.01 *et seq.* of the Texas Tax Code, together with reasonable attorney's fees and costs of collection, if incurred, are hereby a first, prior, and superior lien upon the respective parcels of property against which the same are assessed, and a personal liability and charge against the owners of such property, whether such owners be named herein or not, and the liens constitute the first enforceable lien and claim against the property on which such assessments are levied, and shall be superior to all other liens and claims except State, County, School District, and City *ad valorem* taxes.

SECTION 9. Where more than one person or entity owns an interest in any final platted residential lot, each such person or entity shall be personally liable only for his, her, or its pro rata share of the total assessment based on his, her, or its proportionate ownership interest of the lot, and that interest in the lot may be released from the assessment lien upon payment of such proportionate sum.

SECTION 10**.** If default be made in the payment of any of the sums hereby assessed against the property owners and their property, collection thereof, including penalties and interest authorized in Section 8 above, costs, and attorney's fees, shall be enforced by suit in any Court having jurisdiction or by lien foreclosure or both.

SECTION 11. All assessments levied are a personal liability and charge against the owners of the premises described even if such owners are not named, or are incorrectly named.

SECTION 12. The assessments herein levied are made and levied under and by virtue of the terms, powers and provisions of the Public Improvement District Assessment Act, Chapter 372 of the Texas Local Government Code, as amended.

SECTION 13. 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 of this Ordinance which can be given effect without the invalid provision, and the provisions of this Ordinance are hereby declared to be severable.

SECTION 14. The Mayor is hereby authorized to sign this ordinance and the City Secretary to attest. This Ordinance shall take effect upon its passage in accordance with State Law and the City Charter.

READ and APPROVED on First Reading on the 25th day of August, 2026.

READ and APPROVED on Second Reading on the 8th day of September, 2026.

ATTEST:

_____
Robyn Densmore
City Secretary

THE CITY OF GEORGETOWN:

_____
Josh Schroeder
Mayor

APPROVED AS TO FORM:

_____
Skye Masson
City Attorney

City of Georgetown, Texas
City Council
August 25, 2026

SUBJECT:
First Reading - Adoption of the 2026 National Electric Code

SUGGESTED ACTION:
First Reading of an Ordinance to amend Chapter 15.16 of the Code of Ordinances adopting the 2026 National Electric Code with local amendments -- Greg Holt, Assistant Chief Building Official

ITEM SUMMARY:

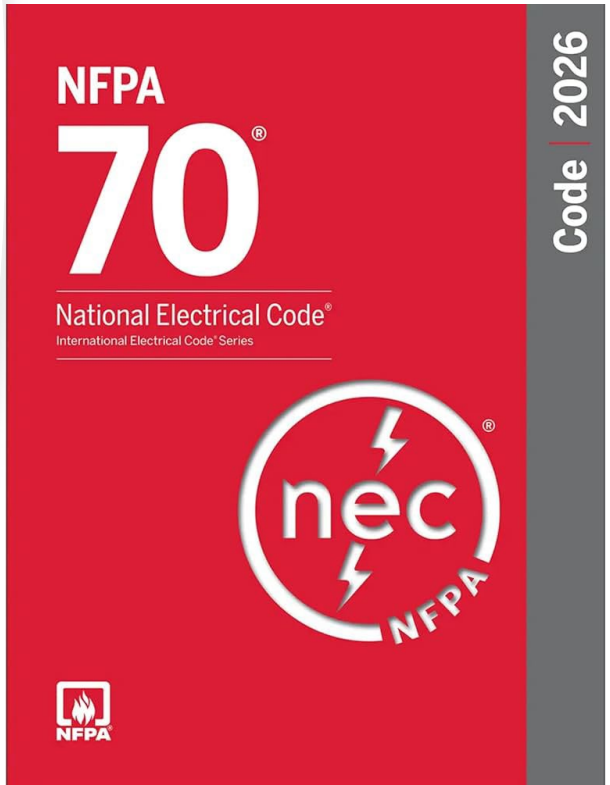
FINANCIAL IMPACT:

SUBMITTED BY:
Cindy Gilbert, Permitting and Inspections

ATTACHMENTS:
2026 NFPA code adoption-National Electric Code Presentation.pdf
Ord_NEC_2026 Adoption_First Reading_draft_8.25.2026.pdf
Exhibit A_draft_8.25.2026.pdf
Redline_Chapter 15.16_8.25.2026.pdf

Adopting the 2026 NFPA 70

National Electrical Code



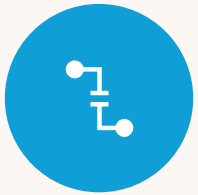
Texas Department of Licensing and Regulation



Required Licensing: Almost all electrical work in Texas requires a license, with specific exemptions for certain industries like agriculture, manufacturing, and low-voltage work.



Licensing & Types: TDLR issues licenses for different levels, including Apprentice, Journeyman, and Master Electrician.



Safety Standards: Electricians must follow the latest National Electrical Code (NEC) adopted by TDLR.



Code Cycle (NFPA 70): The NEC (NFPA 70) is updated by the National Fire Protection Association every 3 years. Texas adopts these new, safer standards, and continuing education ensures electricians are trained on these updates.



Local Authority (AHJ): While TDLR sets statewide standards, local municipalities (Authorities Having Jurisdiction - AHJs) may have their own ordinances and specific code adoption timelines.

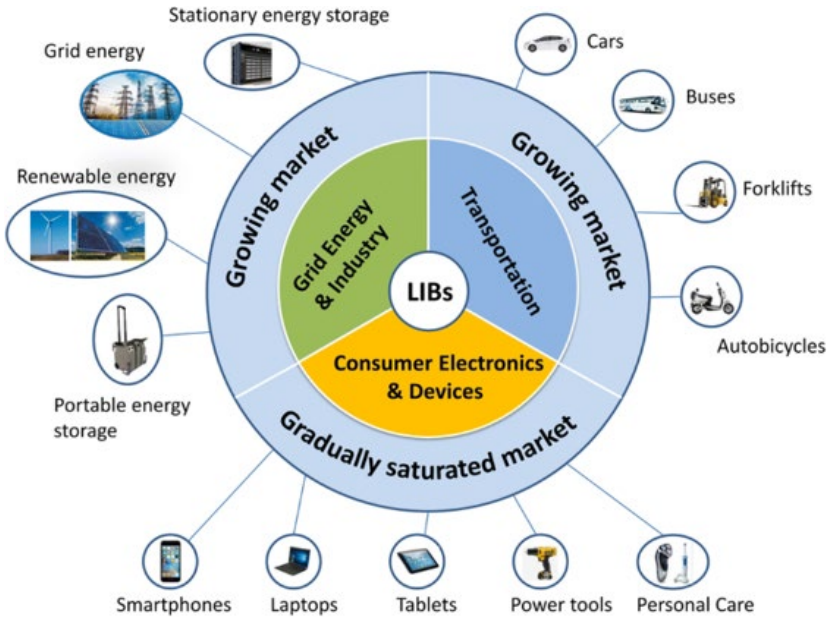
The 2026 NEC features "hundreds of changes" that fundamentally shift the layout of the code.

- **Article Reorganization**: Key articles have been moved, such as **Load Calculations** (moving from Article 220 to **Article 120**) and **Energy Management Systems** (moving from Article 750 to **Article 130**).
- **Medium Voltage Consolidation**: New articles (**265 through 270**) now house requirements for systems over 1000 volts AC and 1500 volts DC, replacing the deleted Article 235.
- **Limited-Energy Realignment**: Chapter 8 (Communications) is no longer a standalone chapter; its content is being integrated into a newly unified framework in **Chapter 7** (Articles 720–750).
- **New Technologies**: A new **Article 624** was added to address Electric Self-Propelled Vehicle Power Transfer Systems (ESVSEs), covering bidirectional charging and mobile power.
- **Expanded Safety Protections**: Significant updates were made to **Arc-Flash Hazard Marking** (Section 110.16) and **GFCI protection** for outdoor HVAC equipment.

New Technology and More Complicated Systems

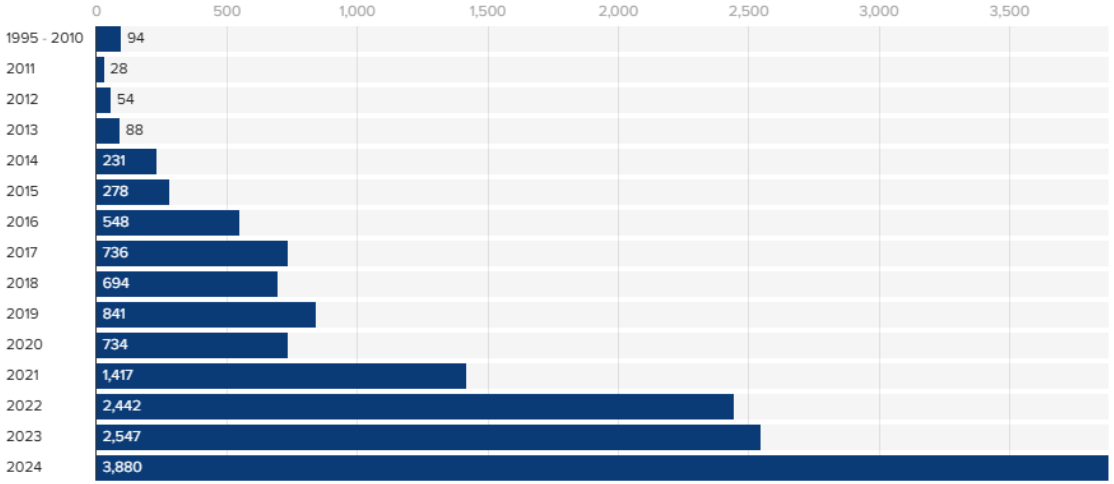
Energy Storage Systems (ESS) and Solar: As solar, battery, and alternative energy systems evolve, the 2026 code provides updated safety standards. Operating on older codes leaves installations vulnerable to outdated, less safe methods for disconnecting and servicing these systems.



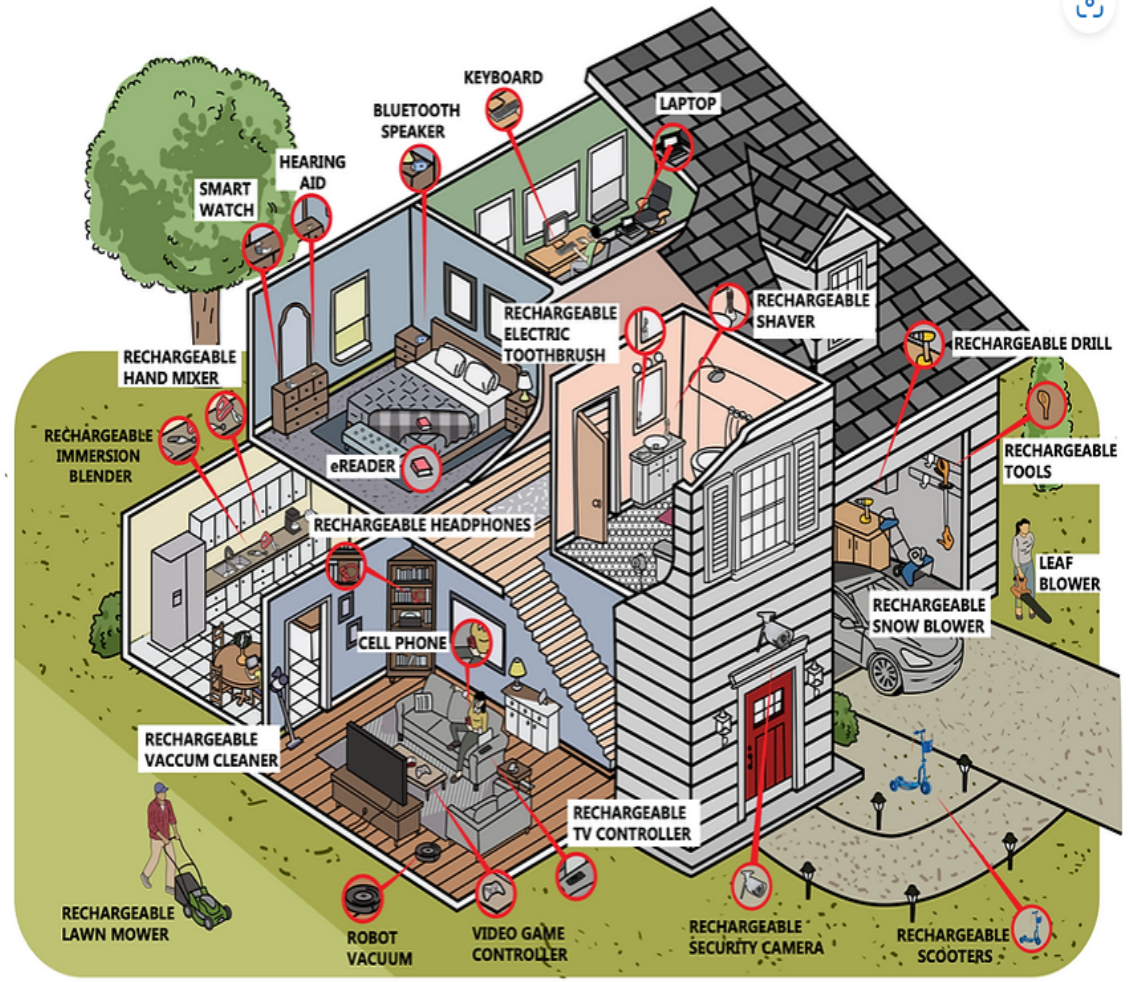


Total lithium-ion battery incidents by year

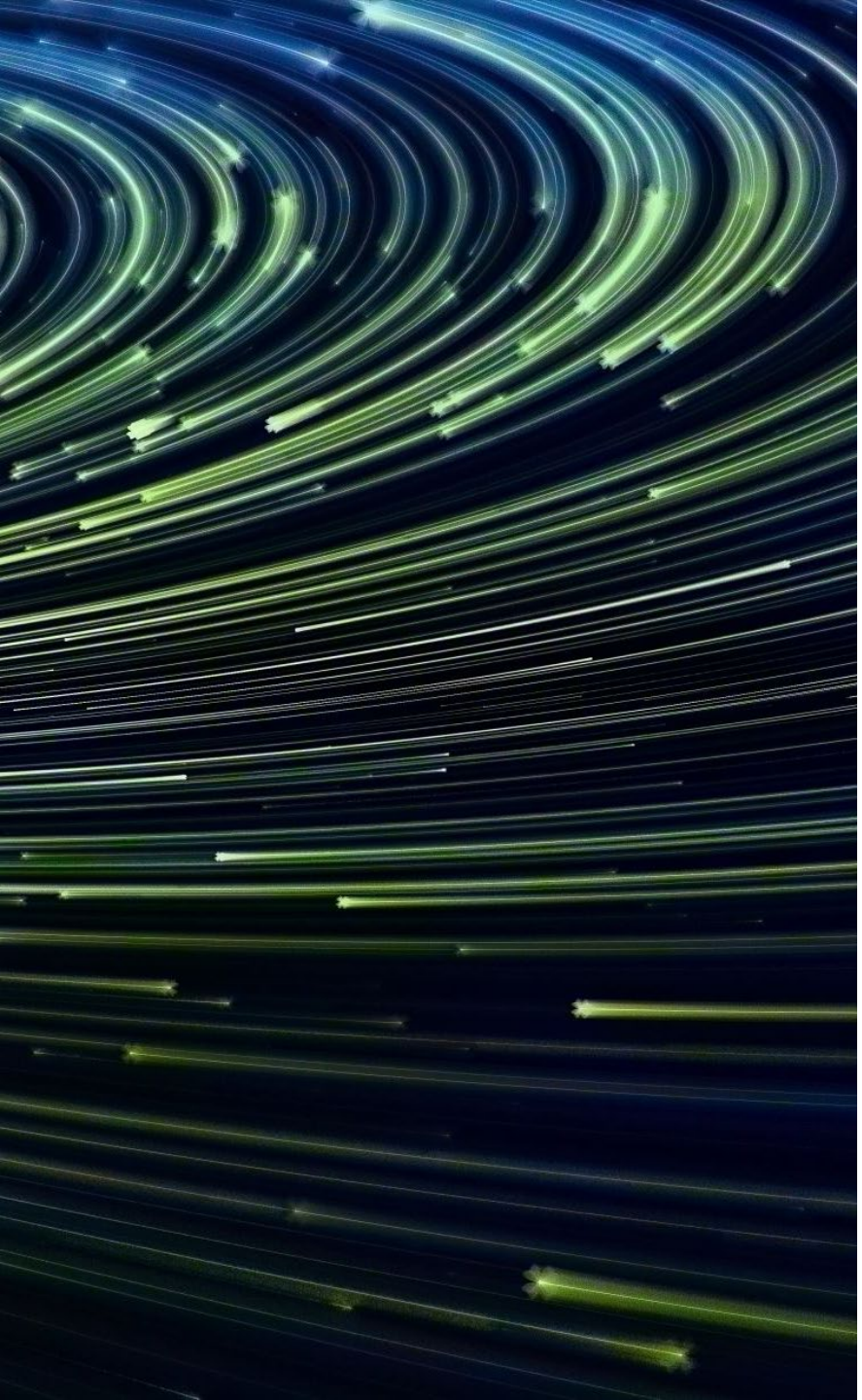
UL Solutions tracks incidents around the globe.



Common Household Items with Lithium-Ion Batteries:



- **Qualified Personnel (Article 625):** Permanent electric vehicle power transfer system equipment must be installed by qualified persons, increasing requirements for professional, licensed installation.
- **Load Calculations (Section 120.57):** For Electric Vehicle Supply Equipment (EVSE), the load calculation is the larger of the nameplate rating or 7200 VA (30A @ 240V). Article 625 allows for load calculation reductions based on Energy Management Systems (EMS).
- **New Article 624 - Electric Self-Propelled Vehicles (ESV):** Addresses charging for non-EV vehicles such as farm equipment, boats, aircraft, and golf carts, covering power transfer and potential bidirectional power export.
- **Emergency Disconnects (Section 625.43):** Expanded requirements for clearly identified emergency disconnects for permanently connected EVSE and Wireless Power Transfer Equipment (WPTE).
- **GFCI Protection (Section 625.54):** Receptacles used for EV charging require GFCI protection, regardless of location.
- **Stationary Batteries (Article 480):** Applies to all stationary battery installations with a capacity greater than 3.6 MJ (1 kWh)
- **Continuous Load Sizing**: EV chargers are classified as continuous loads, requiring branch circuits and overcurrent protection to be sized at **125% of the load**
- **Emergency Disconnects**: EVSE installations now require one or more clearly identified **emergency disconnects** located between **20 and 100 feet** from the equipment.



Safety and Clarity Changes

Reorganized Structure for High-Voltage & Low-Voltage:

High-Voltage: Systems over 1,000V AC or 1,500V DC now have a dedicated "playbook" (Articles 265–270), making it easier to find relevant rules for medium-voltage commercial and industrial jobs.

Limited-Energy: Chapter 7 has been completely remodeled with a new suite of articles (720–750) for technologies like **Power over Ethernet (PoE)** and security systems, reflecting the explosive growth of these low-voltage applications.

Emergency Responder Safety: Refined rules for outdoor service disconnects in one- and two-family dwellings ensure that first responders can quickly and safely cut power during emergencies without entering the building.

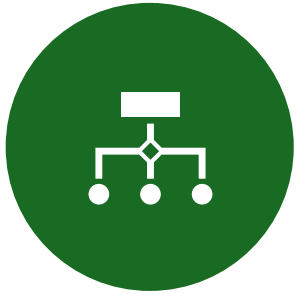
Commercial Electrical Changes



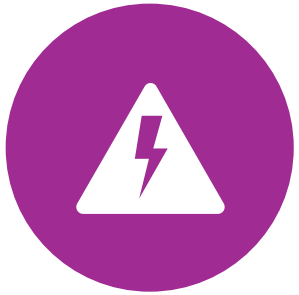
Mandatory Arc-Flash Labels: Section **110.16** now aggressively expands arc-flash hazard labeling to almost all non-residential electrical equipment, including switchboards, panelboards, and motor control centers. Equipment must have permanent, visible labels if it could be examined or maintained while energized.



Stricter EV Charging Rules: All 30A, 50A, and 60A Electric Vehicle (EV) charging receptacles must now be specifically listed for EVSE use. The common workaround of using general-purpose 50A receptacles is no longer allowed, and commercial chargers require emergency shutoffs.



Reorganized Load Calculations: Branch circuit and feeder load calculations—previously scattered—have been completely consolidated into the new **Article 120**. Architects and contractors must update their specifications to avoid permitting delays.



Consolidated Medium-Voltage Rules: Grounding and bonding for medium-voltage systems have been consolidated into **Articles 265–270**, potentially requiring larger grounding conductors.

Why Change?

- **Misaligned Inspection Standards:** If an inspector relies on the 2020 or 2023 NEC, they cannot properly enforce new, mandatory safety features, leading to situations where a project is legally compliant locally but technically unsafe by modern standards.
- **Failed Inspections/Callbacks:** Contractors working to the new standard may be unnecessarily delayed or forced to revise work because an inspector is using an outdated, more restrictive, or less specific code, creating "callbacks" and confusion.
- **Enforceability Challenges:** When inspectors use old codes, they struggle to enforce requirements for new technologies that did not exist in older cycles. (e.g., bidirectional EV charging or advanced, smart-enabled panel boards)

Conclusion

- Adopting the **2026 NFPA 70** (National Electrical Code) is a proactive move to align with modern technology, improve worker safety, and simplify complex electrical installations. As the "benchmark for safe electrical design", this edition introduces critical updates that will help the City of Georgetown stay in line with ever changing technology and electrical safety standards.



ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS AMENDING CHAPTER 15.16 CODE OF ORDINANCES PROVIDING FOR THE ADOPTION THE NFPA 70, 2026 NATIONAL ELECTRIC CODE WITH LOCAL AMENDMENTS; PROVIDING FOR A PENALTY; PROVIDING A SEVERABILITY CLAUSE; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the National Fire Protection Association (NFPA) publishes updates to the National Electric Code every three years in order effectively regulate the safety of emerging technology and provide uniform rules for local governments and those that work in the electrical industry;

WHEREAS, City staff reviews updates to the National Electric Code and makes recommendations to the City of Georgetown Building Standards Commission as to what local amendments, if any, should be adopted in conjunction with the updated code; and

WHEREAS, the City of Georgetown Building Standards Commission has (1) reviewed the effect of the 2026 National Electric Code and local amendments; (2) held public hearings related to same; and (3) made recommendations to the City Council for adoption of the same, including amendments noted herein; and

WHEREAS, the City Council of Georgetown, Texas has determined that the adoption of the NFPA 70, 2026 National Electric Code, and local amendments, facilitates proper inspection activities by Georgetown, Texas relating to electrical standards within the corporate city limits of Georgetown, in extraterritorial jurisdiction of Georgetown, and for commercial buildings served by Georgetown utilities, relating to public safety, health, and general welfare; and

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

Section 1. The meeting at which this ordinance was approved was 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. Chapter 15.16, "Electrical Code," is hereby amended in its entirety as shown on Exhibit A.

Section 4. All projects that are under construction and all projects with complete applications for a building permit accepted by the City of Georgetown, Texas prior to the Effective Date of this shall be allowed to complete construction under the terms of the prior provisions of Chapter 15.16. All permit applications submitted on or after the Effective Date of this Ordinance shall comply with the terms of Chapter 15.16 as amended by this Ordinance in its entirety.

Section 5. If any provision of this ordinance or application thereof to any person or circumstance shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are hereby declared to be severable.

Section 6. All ordinances that are in conflict with the provisions of this ordinance be, and the same are hereby, repealed and all other ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

Section 7. The Mayor is hereby authorized to sign this ordinance and the City Secretary to attest. This Ordinance shall become effective on October 1, 2026 and in accordance with the provisions of the Charter of the City of Georgetown.

PASSED AND APPROVED on First Reading on the ___ day of _____, 2026.

PASSED AND APPROVED on Second Reading on the ___ day of _____, 2026.

CITY OF GEORGETOWN, TEXAS

_____
Josh Schroeder, Mayor

ATTEST:

_____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

_____
Skye Masson, City Attorney

EXHIBIT A

CHAPTER 15.16. ELECTRICAL CODE

ARTICLE I. GENERAL

Sec. 15.16.005. Purpose and adoption of 2026 National Electrical Code.

The purpose of this Chapter to assist in safeguarding persons and property from hazards arising from the use of electricity. Except as otherwise specifically provided, all references to the term "Code" in this Chapter 15.16 shall be to the NFPA 70, 2026 National Electrical Code, published by the National Fire Protection Association, which is hereby adopted by reference as if set forth in whole except as otherwise specifically stated herein, and including the provisions of that Code pertaining to the registration with the City of Georgetown of the required State of Texas Electrical License for the protection of the public.

Sec. 15.16.010. Enforcement of code provisions.

Article 90 of the Code, Introduction, is specifically adopted by the City. The administration and enforcement of this Chapter shall primarily devolve upon the City Building Official or his/her representative. They shall have the right to inspect and enter upon all premises and surrounding property and the public as a whole when applying current state law allowing right of entry. The Police Department, City Electrical Department, and the Fire Department shall also be charged with the enforcement of this Chapter and shall, so far as possible, act to enforce this Chapter.

Sec. 15.16.020. Appeals Board.

The Building Standards Commission shall be the appeals board for matters relating to interpretation and enforcement of the Code and to licensing registration. The Building Standards Commission will also consider appeals of any decisions made by a City Inspector in accordance with the Building Standards Commission Bylaws. The Building Standards Commission shall perform its duties in accordance with all applicable laws, including without limitation those ordinances and bylaws pertaining to the Building Standards Commission adopted and/or approved by the City Council.

Sec. 15.15.030. Penalty for violation of Chapter.

Any person who shall violate any of the provisions of this Chapter or who shall fail to comply with the requirements of this Chapter shall be deemed guilty of a misdemeanor. Each and every day's continuance of any violation of the provisions of this Chapter shall constitute and be deemed a separate offense. In case of any such corporation, the officers and agents, and person or persons actually performing the work for such corporation shall be subject to the penalties herein provided. Any person violating any provision of this Chapter, or the Code as adopted is prohibited and subject to punishment as provided in Section 1.08.010 of the City of Georgetown Code of Ordinances.

Sec. 15.16.040. Licenses—Registrations, permits required.

No person shall enter upon the erecting, construction, alteration or change of any electrical installation, work, wiring or fitting or electrical machinery covered by this Chapter until such person shall have first secured all necessary State of Texas license registration and permits as required by this Chapter.

Sec. 15.16.050. Supervision of placement of wires, etc.

The City Electrical Department or a regular franchised utility company, is hereby authorized, empowered, and directed to have general supervision over the placing, stringing or attaching of telegraph, telephone, electric light or other wires and cables, and the placing of all poles and appliances, within their own system, so as to prevent fires, accident or injury to persons or property; to cause all such wires and electric lights to be so placed, constructed, and guarded as not to cause fire, accident, or endanger the life or property of any inhabitant of the city; and all such lights and wires or electrical apparatus now existing, as well as those hereafter constructed and placed, shall be subject to such supervision.

Sec. 15.16.060. When wire is to be disconnected.

A. In time of fire, severe weather conditions, or other emergency, where in the safety of lives or property may be endangered by the continued operation of electrical service wires or apparatus providing electrical current, such may be ordered disconnected by the City Electrical Department, the Mayor, the City Manager, Fire Chief, Emergency Operation Coordinator, the Building Official, the Inspection Services Staff or the Chief of Police. Any such order shall be binding on every person owning or controlling such wire or apparatus and such wires or apparatus as may be designated by any of the above authorized officials shall be promptly disconnected and left disconnected until authorization from the City Building Official or designee is given to the electrical utility company for reconnection.

B. The City Utility Department shall request the electrical service to be disconnected from any building and/or premises, except private residences and/or apartment buildings used as residences, each time such buildings or premises have a change of occupants and shall not be reconnected until authorized by the City Building Official or designee.

C. The City Utility Billing Department shall request the electrical service be disconnected for private residences and/or apartment buildings when the occupant or owner, or the City Building Official or designee requests such action. The utility company shall not again supply electricity to such residence and/or apartment building until authorized to do so by the City Building Official or designee.

D. The owners and/or the new occupants of such disconnected buildings and/or premises shall make application to the City Building Official or designee for the inspection. The fee for such inspection shall be set by the City Council. The electrical inspector shall make the inspection as soon as practicable, exclusive of Saturdays, Sundays, and holidays, after such application is made.

Sec. 15.16.070. Reserved.

ARTICLE II. STATE OF TEXAS LICENSE REGISTRATION

Sec. 15.16.080. Definition.

For the purpose of this Chapter:

"Commission" means the Building Standards Commission of the City of Georgetown.

Sec. 15.16.090. Reserved.

Sec. 15.16.100. Categories of electricians.

The City of Georgetown recognizes the same categories of electricians as the State of Texas as set forth in Chapter 1305 of the Texas Occupations Code.

Sec. 15.16.110. Supervision.

All work shall be done under the general supervision of a licensed Master Electrician.

Sec. 15.16.120. Qualifications—Requirements for registration of State licenses.

Any person meeting the requirements of the State of Texas for a particular category of license and possessing a valid license issued by the State of Texas shall be qualified to register that license in the City of Georgetown.

Sec. 15.16.130. Reserved.

Sec. 15.16.140. Examinations of electricians.

Examinations will be conducted by the State of Texas in accordance with the Texas Electrical Safety and License Act.

Sec. 15.16.150. Reserved.

Sec. 15.16.160. Registration.

All electricians will register with the City of Georgetown at the Building Office prior to commencing any work. Every application shall show a valid State of Texas Driver's License Number, and provide the full name, date of birth, weight, height, color of eyes, color of hair, gender, residence address, business address, and a photo ID of the applicant issued by a government agency. The applicant shall be required to have his/her license and registration in his/her possession at all times while on the job.

Sec. 15.16.200. Transfer.

It is unlawful for any person to transfer his/her electrician's State of Texas license or City of Georgetown registration to allow the use of this license directly or indirectly by another person for the purpose of obtaining a permit to do electrical work. It is unlawful for any person not holding a State of Texas license or City of Georgetown registration to use the same of another, for purpose of doing electrical work or securing a permit to do electrical work.

Sec. 15.16.210. Reserved.

Sec. 15.16.220. Revocation of registration.

A. An electrical registration of any class issued by the City under the provisions of this Chapter may be suspended or revoked upon the unanimous decision of the Commission.

B. Registrations may be suspended or revoked should the holder violate any provisions of the Code as adopted, State Law or City Ordinance or regulation relating to or governing electrical wiring, repairing or construction. In the event termination of a suspension or revocation of an electrical license registration should fall within the next registering year.

C. No registration shall be suspended or revoked unless the registrant shall have been given an opportunity to appear and be heard by the Commission. The registrant shall have at least ten days written notice specifying the reason(s) for suspension or revocation.

D. Certain Acts Prohibited. It shall be a violation of this Code for any person:

1. To display, permit to be displayed or to have in one's possession, any instrument purporting to be a registrant issued pursuant to this Code and the State of Texas license, knowing such instrument to be fictitious, canceled, suspended, revoked or altered.

2. To knowingly lend, transfer or permit the use of any registration for the purpose of performing or obtaining a permit for electrical work, to any person not entitled thereto under the provisions of this Code or the State of Texas.

3. To fail or refuse to surrender to the City Building Official or designee, on demand, an electrician's registration, which has been canceled, suspended, revoked or altered as provided by law.

4. To apply for, or have in one's possession, more than one current license of the same type provided for in this Code or the State of Texas.

5. To use a false or fictitious name or address in any registration application, renewal, or duplicate request, or knowingly make a false statement, conceal a material fact or otherwise commit fraud in making said application, renewal or duplicate request.

6. To employ as a Master, Journeyman, or Apprentice Electrician any person not then licensed as provided in this Code or the State of Texas.

7. To perform any electrical work requiring a State of Texas license or City of Georgetown registration, without said license/and or City registration or while said license is suspended or canceled.

8. To perform electrical work in any manner in violation of any restrictions imposed on a licensee.
9. To perform electrical work as a Journeyman or Apprentice Electrician on a job while not employed under the supervision of the Master Electrician of record of said job.
10. To fail to request a final inspection upon completion of all electrical wiring and installation requiring a permit.
11. To use a Contractors License to secure a permit while not a Master Electrician or having a Master employed by the person holding the Contractors License.
12. To perform electrical work as a licensed electrician or person for hire on any job permitted under a homeowners permit or to secure a homeowners permit and then allow someone else to perform the work.

Secs. 15.16.230, 15.16.240. Reserved.

Sec. 15.16.250. Suspension/penalties.

A. The registration of any person may be suspended upon determination by the Commission that said registrant has committed any of the following offenses:
   1. Taking out a permit in the name of person authorized to do the electrical work and thereafter permitting a person not authorized by this Code to perform the electrical work.
   2. Tampering with, diverting from or in any way interfering with the proper action or registration of any electric meter.
   3. Violating any provision of this Code, State law, City Ordinance or regulation relating to or governing electrical wiring, repairing, or construction while on probation imposed by the Commission.
   4. Violating a term of probation or suspension.

B. Suspension provided for in this Code shall in the first instance be for a period of up to six months. For subsequent offenses said suspension shall be for a period of up to one year.

C. The suspension of any registration may be extended for a like period as the original suspension upon a final determination by the Commission that a registrant has been performing electrical work while his/her registration is suspended. Said suspension extension may be in addition to any other penalty assessed, as provided in this Code.

Sec. 15.16.260. Surrender and return of registration.

Any registration which has been suspended pursuant to this Code shall be surrendered to and retained by the City Building Official or designee. At the end of the period of suspension, the surrendered registration shall be returned to the registrant and be valid under the provisions in this Chapter, provided:

A. No further violations of this Chapter or the Code are committed by suspension period; and

B. If the period of suspension extends beyond the normal expiration date of said registration, the registrant has paid all fees in accordance with this Chapter.

Sec. 15.16.270. Reserved.

ARTICLE III. PERMITS AND INSPECTIONS

Sec. 15.16.280. Inspection does not relieve owner responsibility.

This article shall not be construed to relieve from or lessen the responsibilities of any person who owns, operates, or installs electrical wires, appliances, apparatus construction, or equipment for the damage to property or persons, injured by any defect therein nor shall the City or any agent thereof be deemed to assume any such liability by reason of the inspection authorized herein or the certificate of inspection issued by the City Building Official or designee.

Sec. 15.16.290. Permits required.

A. No person shall commence the erection, construction, alteration or change of any electrical installation, machinery, apparatus, work or wiring in the City until a permit has been issued by the City Building Official or designee covering each installation to be made.

B. When any wiring or apparatus is installed in such a manner that the same could be used for electric light or power purposes, it shall be deemed that the wiring or apparatus is used for such purposes and permit shall be required and inspection made as provided for such purpose.

C. It shall be unlawful for the City Electric Department to do any wiring of any nature in or on any building, except power houses and substations of electric light, heat and power companies operating under a franchise granted by the City, for which a permit has not been issued, or to make any electrical connections to any building or electrical wiring or apparatus until a certificate of inspection or written statement authorizing connection has been issued by the City Building Official or designee. All persons operating under a regular franchise granted by the City shall, upon written notice by the City Building Official or designee, disconnect any circuit, main service wires, branch feeder wires, or distribution system, as designated by such notice, and shall not reconnect such installation except upon written permission from the City Building Official or designee.

D. No permit shall be required for the installation of wires to operate telephone, telegraph or district messenger services, or repair or replacement of the same electrical equipment wiring or apparatus.

Sec. 15.16.300. To whom permits shall be issued.

Permits required by the provisions of this article shall be issued only to those persons who have secured a State of Texas Electrical Contractor's and Electrical Sign Contractor's License and have registered with the City or his/her representative under the provisions of this Chapter or to a person whose home is owned and occupied by him/her.

Sec. 15.16.310. Permit fees.

A. Permit fees for Electrical work shall be set forth by the City Building Official or designee and adopted by the City Council.

B. In case any work, for which a permit is required by this Chapter, is started prior to obtaining said permit, the fee above specified shall be doubled. The payment of such doubled fee shall not relieve any person from fully complying with the requirements of this Chapter in the execution of work nor from other penalties prescribed herein.

Sec. 15.16.320. Issuance—Electrical permit.

The City Building Official or designee shall issue an electrical permit showing the permit number, the building or house number, a description of the work to be conducted, and the name of the contractor.

Sec. 15.16.330. Construction power service, general.

Construction power services shall be authorized for a period of time necessary for completion, final inspection, and testing of the building or structure's electrical system. This service is not to exceed six months for dwelling unit or one year for commercial or institutional occupancies. An extension may be granted by the City Building Official or designee for up to three months on dwelling unit construction sites and six months on commercial or industrial sites. Construction power service can be ordered disconnected at any time by the City Building Official or designee when the installation is declared unsafe or construction work ceases for a period of one month. Reconnection of construction service thus ordered shall not be reconnected until approved by the City Building Official or designee and a renewal fee is paid to the City utility department.

A. Temporary Construction Power Poles. A temporary construction power pole shall be authorized to service not more than one construction site and only when the following requirements are met:

1. The responsible contractor applies for service at the City Utility Office; furnishes the assigned address for the site involved; certifies that a temporary metered construction power pole meeting city standards has been erected on the site within 60 feet of utility pole which is capable of providing the service; and the site has been marked with an address-sign clearly visible from the street.

2. The temporary power pole shall be long enough in length to be a minimum of 12 to 14 feet above grade after installation. Pole shall be set in the earth and shall be guyed to withstand lateral pressures of the service under normal weather and wind conditions and will provide a 12-foot clearance over driveways and an 18-foot clearance over public streets.

3. The temporary power pole shall be grounded as per City of Georgetown requirements and have a metered service of sufficient size to meet the construction needs. All receptacle outlets shall be protected by G.F.C.I's as required per Article 590.7 of the Code.

B. Permanent Construction Service. Permanent construction service may be authorized for a building or structure under construction provided that:

1. The permanent service equipment has been installed and the building is dried-in.

2. The service disconnect and service grounding system has been completed.

3. All construction feeders and branch circuits to be activated are installed and properly safe-guarded from electrical shock and overload.
4. A notice is posted on the main disconnect and all activated main and sub-panels indicating they are in-service and are not to be opened except by the responsible electrical contractor.
5. The system has been inspected and approved by the City Building Official or designee.
6. The fuses in the main disconnect switch or the breaker shall be in place when the City Building Official or designee performs the permanent power inspection of the electrical work.

Permanent construction service will be required on the building or structure prior to final inspection and certification by the City Building Official or designee.

Sec. 15.16.340. Inspections.

Inspections by the City Building Official or designee shall be requested by the person performing electrical work for which a permit has been issued. The electrical inspector shall make the inspection as soon as practicable exclusive of Saturdays, Sundays, and holidays. The electrical contractor, electrical sign contractor or the Master Electrician responsible may be required to be present at the construction site during the final inspection.

Sec. 15.16.350. Work not to be concealed.

Work will not be concealed until inspected and approval given of such work by the City Building Official or designee.

Sec. 15.16.360. Reserved.

Sec. 15.16.370. Approval tag.

After inspecting any electrical wiring, the City Building Official or designee shall leave notice in the form of a tag or label attached to the service entrance switch, which such notice shall clearly state whether the wiring is approved or is to be kept open for correction.

Sec. 15.16.380. Defective workmanship.

Any person engaged in the business of electrical construction or the installation of wiring or apparatus for electric light or power in the City who shall fail to correct any defect(s) in any work done by him after having been notified of such defect(s) by the City Building Official or designee and given a specified period of time within which to make such correction and fails or refuses within such time to correct such defect(s) in conformity with this Chapter or the lawful orders of the City Building Official or designee, shall not be issued any further permits until such defect(s) have been corrected. On any case in which any person shall continue to or persistently violate the provisions of this Chapter or the orders of the City Building Official or designee in relation to the same, the license of such person may be suspended or revoked upon recommendation by the Commission.

Sec. 15.16.390. Certificates of inspection.

On the satisfactory completion of the work covered by a permit in accordance with all ordinances and laws, the City Building Official or designee shall issue a certificate of inspection. The certificate of inspection shall certify that the work is in accordance with the rules governing the respective class to which it belongs.

Sec. 15.16.400. Effect of nonconforming existing work on issuance of certificate of inspection.

Where a permit is issued for an addition to existing work, wherein the new work is satisfactorily completed, but the existing work to which it is connected does not conform to the rules laid down by this Chapter, the City Building Official or designee shall issue a written statement to the effect that the new work complies with the rules, but that the existing work may not comply with the provisions of this Chapter. This statement shall constitute notice to the owner or other interested party that the entire installation may not comply with the provisions of this Chapter and may not prevent the issuance of a completion certificate for the new work.

Sec. 15.16.410. Refusal of certificate of inspection.

The City Building Official or designee is hereby given the authority to refuse to issue a certificate of inspection for any addition, or extension to any electrical wiring in or on any building wherein it is determined that the wiring is in an unsafe condition. The City Building Official or designee shall refuse to issue a Certificate of Inspection and no electric light and power company shall connect electrical current to the same if any violations of this Chapter exist.

Sec. 15.16.420. Routine inspection.

It shall be the duty of the City Building Official or designee to inspect all electrical wiring and apparatus in the city at any time in order to ascertain whether such electrical wiring or apparatus is in any respect dangerous to life or property; and, if any part of such electrical wiring or apparatus is found to be in a defective or dangerous condition, the City Building Official or designee shall have the authority to take whatever action is necessary for safety of life and property. City Building Official or designee shall notify the property owner or tenant within a reasonable time of any defect and/or action taken. If the owner of such defective wiring or equipment shall refuse or fail to comply with this requirement, he/she shall be held to be in direct violation of this Chapter.

Sec. 15.16.430. Repealed.

ARTICLE IV. TECHNICAL PROVISIONS

Sec. 15.16.440. 2026 National Electrical Code.

A. The governing edition of the 2026 National Electrical Code shall be that edition accepted by an adopting ordinance approved by the Commission and enacted by the City Council for the City of Georgetown.

B. In the installation, construction, erection, repair, and maintenance of all electrical wiring and apparatus, the rules and the requirements of the 2026 National Electric Code, as published by the National Fire Protection Association, together with such requirements and rules as are provided herein, shall be complied with and become a part of this Code.

C. In the event of any conflict between the provisions of this Chapter and the National Electrical Code, the more stringent of the two Codes, as interpreted by the City Building Official or designee, shall prevail.

Sec. 15.16.450. Services—Location.

All service entrance wires into a building shall be located at a point on the building specified by the Utility provider.

Sec. 15.156.460. Repealed.

Sec. 15.16.470. Service—Entrance.

A. All service entrance wires making overhead entrances into buildings shall follow section 230 and 310 of the 2026 NEC plus any specifications more restrictive by the Utility Provider.

B. The service entrance to the service switch cabinet "Main Disconnect Panel" shall be as short as possible, but in no case greater than three feet within the building without the special permission from the City Building Official or designee.

Sec. 15.16.480. Service—Mast.

A service mast is a service which penetrates a roof or supports a service drop. A mast shall be used anytime proper clearance cannot be achieved without penetrating the roof. A mast shall conform to section 230 of the 2026 NEC and any specifications that are more restrictive by the utility provider.

Sec. 15.16.490. Service lateral.

A. Underground secondary service conductors shall be run in two-inch schedule 40 PVC conduit or better.

B. Conduit trenches shall be left open until they are inspected and approved by the City Building Inspection Department or the City Electrical Department.

C. Conduit Sizing shall follow the Utility provider's requirements.

Sec. 15.16.500. Repealed.

Sec. 15.16.510. Meters—Types.

The Utility provider shall determine the type of metering and its location.

Sec. 15.16.520. Meters—Installation.

A. The meter shall be installed outside the building unless special permission is granted by the Utility provider and the City of Georgetown permitting and inspection department.

B. Under no circumstances shall any meter be moved or relocated unless authorization is given by the Utility provider and the City of Georgetown permitting and inspection department.

C. For one- and two-family dwelling and commercial applications—Meters shall be placed between four feet and six feet above the finished grade measured to center of meter can.

D. For three or more meters installed in anyone location, meters shall be installed not less than four feet from finished grade and no more than six feet from finish grade. Special installation shall be approved by the City Building Official and the Utility provider.

Sec. 15.16.530. Repealed.

Sec. 15.16.540. Repealed.

Sec. 15.16.550. Installation of outlets, switches, receptacle boxes, smoke detectors.

A. All lighting outlets, switches, and receptacle boxes shall be attached to the wood, steel, drywall or masonry framing of the building in accordance with the manufacturer's written instruction.

B. All switch and receptacle devices will be U.L.-listed. No “quick wire” devices are allowed. Wiring must be attached to the device with factory screws or factory screw and pressure plates. No push in pressure devices shall be allowed.

C. All Smoke/CO2 detectors shall be connected to a single dedicated circuit.

Sec. 15.16.560. Outlets—Residential.

A. Refrigerator shall be on a dedicated circuit.

B. In the kitchen, pantry, breakfast room, dining room, or similar area of a dwelling unit, the two or more 20 ampere small appliance branch circuits shall consist of no more than six outlets on each circuit.

Sec. 15.16.570. Grounding.

The grounding and bonding methods shall comply with 2026 National Electrical Code as adopted and as specified by this section for each service installed, including but not limited to:

A. An underground metallic water pipe shall not be used as the only grounding electrode for a service;

B. The grounding and bonding systems for the new construction of Commercial and metal or steel structures shall meet the requirements of the 2026 National Electrical Code and those as specified herein;

C. Bonding and/or grounding conductors shall be installed so as to prevent contact between dissimilar metal(s);

D. Gas piping shall not be permitted for use as a Grounding Electrode. This includes the following systems materials—Metal underground gas piping systems and aluminum;

E. Corrugated Stainless Steel Tubing (CSST) shall be properly bonded and grounded in accordance with manufactures recommendations and specifications and in accordance with Section 250.104(B) of the 2026 National Electric Code;

F. For that of existing structures where the encasement of the primary electrode in concrete is not feasible for a service up-grade, change out, repair, or addition of Services, at least one grounding electrode of the type specified in Article's 250-50 of the 2026 National Electrical Code as adopted shall apply;

G. The interior metal water piping system shall be bonded to the service grounding system with a conductor as per the 2026 National Electrical Code as adopted; the point of attachment shall be accessible. This requirement shall apply to both new construction and up-grade, change out, repair, or addition of services of existing structures;

H. All metallic water piping systems with a softener system shall have a bonding jumper, #6 or larger, between incoming water supply piping and outgoing treated water piping; and shall be installed with an approved bonding clamp inside the wall with accessibility to the clamps;

Sec. 15.16.580. Safeguards.

A. If a Utility service disconnect is required before the meter on 480V systems by the Utility providing service, an “Emergency Disconnect” is still required after the electric meter socket for customer use. Location and installation must meet all requirements of the 2026 NEC.

B. Terminal blocks are to be used in the connection of conductors within gutters.

C. On gutters serving new multiple services the electrical contractor will furnish terminal blocks with the capacity to serve the maximum number of available services (tenants).

D. When adding a meter (tenant) to an existing gutter service, the electrical contractor will be responsible for setting all meter cans and related equipment and furnishing tails long enough to access the existing terminal blocks. The contracted Electrician will make connections after the service has passed inspection and meter is set. Under no circumstances is the electrical contractor to tie in the service before it is inspected.

E. All gutters shall be marked on the exterior with available voltage, amperage and phases.

Sec. 15.16.590. Installation of cabinets and panel requirements.

A. All main and branch circuit panels shall be attached to wall or panel mountings with screws, studs, or toggle bolts.

B. All panels installed for electrical disconnecting means shall be installed with spare spaces and raceways for future use:

1. For each panel in residential buildings, a minimum of one spare one-inch raceway shall be installed from the panel to an accessible location in the attic or crawlspace for recessed panels only. All disconnect panels installed in residential occupancies must be large enough to accommodate the present load requirements and have at least three spare circuits for future use.

2. For each panel installed in commercial buildings, the requirements for that of paragraph (1) of this section shall apply; except that all disconnect panels installed in commercial occupancies shall provide at least four spare circuits for future use.

Sec. 15.16.600. Engineers seal required.

In accordance with the Texas Engineering Practice Act, all drawings pertaining to non-dwelling construction projects of 5,000 square feet or more shall bear the seal of an engineer licensed in the State of Texas. For non-dwelling construction projects of lesser square footage, the Building Official may require all drawings bear a seal of an engineer licensed in the State of Texas.

Sec.15.16.610. Addressing Requirements.

All Meter Sockets must be labeled with correct 911 address including suite number before power is established.

CHAPTER 15.16. ELECTRICAL CODE[1]

ARTICLE I. GENERAL

Sec. 15.16.005. Purpose and adoption of ~~2023~~2026 National Electrical Code.

The purpose of this Chapter to assist in safeguarding persons and property from hazards arising from the use of electricity. Except as otherwise specifically provided, all references to the term "Code" in this Chapter 15.16 shall be to the NFPA 70, ~~2023~~2026 National Electrical Code, published by the National Fire Protection Association, which is hereby adopted by reference as if set forth in whole except as otherwise specifically stated herein, and including the provisions of that Code pertaining to the registration with the City of Georgetown of the required State of Texas Electrical License for the protection of the public.

Sec. 15.16.010. Enforcement of code provisions.

Article 90 of the Code, Introduction, is specifically adopted by the City. The administration and enforcement of this Chapter shall primarily devolve upon the City Building Official or his/her representative. They shall have the right to inspect and enter upon all premises and surrounding property and the public as a whole when applying current state law allowing right of entry. The Police Department, City Electrical Department, and the Fire Department shall also be charged with the enforcement of this Chapter and shall, so far as possible, act to enforce this Chapter.

Sec. 15.16.020. Appeals Board.

The Building Standards Commission shall be the appeals board for matters relating to interpretation and enforcement of the Code and to licensing registration. The Building Standards Commission will also consider appeals of any decisions made by a City Inspector in accordance with the Building Standards Commission Bylaws. The Building Standards Commission shall perform its duties in accordance with all applicable laws, including without limitation those ordinances and bylaws pertaining to the Building Standards Commission adopted and/or approved by the City Council.

Sec. 15.~~16~~15.030. Penalty for violation of Chapter.

Any person who shall violate any of the provisions of this Chapter or who shall fail to comply with the requirements of this Chapter shall be deemed guilty of a misdemeanor. Each and every day's continuance of any violation of the provisions of this Chapter shall constitute and be deemed a separate offense. In case of any such corporation, the officers and agents, and person or persons actually performing the work for such corporation shall be subject to the penalties herein provided. Any person violating any provision of this Chapter, or the Code as adopted is prohibited and subject to punishment as provided in Section 1.08.010 of the City of Georgetown Code of Ordinances.

Sec. 15.16.040. Licenses—Registrations, permits required.

No person shall enter upon the erecting, construction, alteration or change of any electrical installation, work, wiring or fitting or electrical machinery covered by this Chapter until such person shall have first secured all necessary State of Texas license registration and permits as required by this Chapter.

Sec. 15.16.050. Supervision of placement of wires, etc.

The City Electrical Department or a regular franchised utility company, is hereby authorized, empowered, and directed to have general supervision over the placing, stringing or attaching of telegraph, telephone, electric light or other wires and cables, and the placing of all poles and appliances, within their own system, so as to prevent fires, accident or injury to persons or property; to cause all such wires and electric lights to be so placed, constructed, and guarded as not to cause fire, accident, or endanger the life or property of any inhabitant of the city; and all such lights and wires or electrical apparatus now existing, as well as those hereafter constructed and placed, shall be subject to such supervision.

Sec. 15.16.060. When wire is to be disconnected.

A. In time of fire, severe weather conditions, or other emergency, where in the safety of lives or property may be endangered by the continued operation of electrical service wires or apparatus providing electrical current, such may be ordered disconnected by the City Electrical Department, the Mayor, the City Manager, Fire Chief, Emergency Operation Coordinator, the Building Official, the Inspection Services Staff or the Chief of Police. Any such order shall be binding on every person owning or controlling such wire or apparatus and such wires or apparatus as may be designated by any of the above authorized officials shall be promptly disconnected and left disconnected until authorization from the City Building Official or designee is given to the electrical utility company for reconnection.

B. The City Utility Department shall request the electrical service to be disconnected from any building and/or premises, except private residences and/or apartment buildings used as residences, each time such buildings or premises have a change of occupants and shall not be reconnected until authorized by the City Building Official or designee.

C. The City Utility Billing Department shall request the electrical service be disconnected for private residences and/or apartment buildings when the occupant or owner, or the City Building Official or designee requests such action. The utility company shall not again supply electricity to such residence and/or apartment building until authorized to do so by the City Building Official or designee.

D. The owners and/or the new occupants of such disconnected buildings and/or premises shall make application to the City Building Official or designee for the inspection. The fee for such inspection shall be set by the City Council. The electrical inspector shall make the inspection as soon as practicable, exclusive of Saturdays, Sundays, and holidays, after such application is made.

Sec. 15.16.070. Reserved.

ARTICLE II. STATE OF TEXAS LICENSE REGISTRATION

Sec. 15.16.080. Definition.

For the purpose of this Chapter~~, the "Commission" shall mean the Building Standards Commission of the City of Georgetown.~~:

"Commission" means the Building Standards Commission of the City of Georgetown.

Sec. 15.16.090. Reserved.

Sec. 15.16.100. Categories of electricians.

The City of Georgetown recognizes the same categories of electricians as the State of Texas as set forth in Chapter 1305 of the Texas Occupations Code.

Sec. 15.16.110. Supervision.

All work shall be done under the general supervision of a licensed Master Electrician.

Sec. 15.16.120. Qualifications—Requirements for registration of State licenses.

Any person meeting the requirements of the State of Texas for a particular category of license and possessing a valid license issued by the State of Texas shall be qualified to register that license in the City of Georgetown.

Sec. 15.16.130. Reserved.

Sec. 15.16.140. Examinations of electricians.

Examinations will be conducted by the State of Texas in accordance with the Texas Electrical Safety and License Act.

Sec. 15.16.150. Reserved.

Sec. 15.16.160. Registration.

All electricians will register with the City of Georgetown at the Building Office prior to commencing any work. Every application shall show a valid State of Texas Driver's License Number, and provide the full name, date of birth, weight, height, color of eyes, color of hair, gender, residence address, business address, and a photo ID of the applicant issued by a government agency. The applicant shall be required to have his/her license and registration in his/her possession at all times while on the job.

Secs. 15.16.170—15.16.190. Reserved.

Sec. 15.16.200. Transfer.

It is unlawful for any person to transfer his/her electrician's State of Texas license or City of Georgetown registration to allow the use of this license directly or indirectly by another person for the purpose of obtaining a permit to do electrical work. It is unlawful for any person not holding a State of Texas license or City of Georgetown registration to use the same of another, for purpose of doing electrical work or securing a permit to do electrical work.

Sec. 15.16.210. Reserved.

Sec. 15.16.220. Revocation of registration.

A. An electrical registration of any class issued by the City under the provisions of this Chapter may be suspended or revoked upon the unanimous decision of the Commission.

B. Registrations may be suspended or revoked should the holder violate any provisions of the Code as adopted, State Law or City Ordinance or regulation relating to or governing electrical wiring, repairing or construction. In the event termination of a suspension or revocation of an electrical license registration should fall within the next registering year.

C. No registration shall be suspended or revoked unless the registrant shall have been given an opportunity to appear and be heard by the Commission. The registrant shall have at least ten days written notice specifying the reason(s) for suspension or revocation.

D. Certain Acts Prohibited. It shall be a violation of this Code for any person:

1. To display, permit to be displayed or to have in one's possession, any instrument purporting to be a registrant issued pursuant to this Code and the State of Texas license, knowing such instrument to be fictitious, canceled, suspended, revoked or altered.

2. To knowingly lend, transfer or permit the use of any registration for the purpose of performing or obtaining a permit for electrical work, to any person not entitled thereto under the provisions of this Code or the State of Texas.

3. To fail or refuse to surrender to the City Building Official or designee, on demand, an electrician's registration, which has been canceled, suspended, revoked or altered as provided by law.

4. To apply for, or have in one's possession, more than one current license of the same type provided for in this Code or the State of Texas.

5. To use a false or fictitious name or address in any registration application, renewal, or duplicate request, or knowingly make a false statement, conceal a material fact or otherwise commit fraud in making said application, renewal or duplicate request.

6. To employ as a Master, Journeyman, or Apprentice Electrician any person not then licensed as provided in this Code or the State of Texas.

7. To perform any electrical work requiring a State of Texas license or City of Georgetown registration, without said license/and or City registration or while said license is suspended or canceled.

8. To perform electrical work in any manner in violation of any restrictions imposed on a licensee.
9. To perform electrical work as a Journeyman or Apprentice Electrician on a job while not employed under the supervision of the Master Electrician of record of said job.
10. To fail to request a final inspection upon completion of all electrical wiring and installation requiring a permit.
11. To use a Contractors License to secure a permit while not a Master Electrician or having a Master employed by the person holding the Contractors License.
12. To perform electrical work as a licensed electrician or person for hire on any job permitted under a homeowners permit or to secure a homeowners permit and then allow someone else to perform the work.

Secs. 15.16.230, 15.16.240. Reserved.

Sec. 15.16.250. Suspension/penalties.

A. The registration of any person may be suspended upon determination by the Commission that said registrant has committed any of the following offenses:
   1. Taking out a permit in the name of person authorized to do the electrical work and thereafter permitting a person not authorized by this Code to perform the electrical work.
   2. Tampering with, diverting from or in any way interfering with the proper action or registration of any electric meter.
   3. Violating any provision of this Code, State law, City Ordinance or regulation relating to or governing electrical wiring, repairing, or construction while on probation imposed by the Commission.
   4. Violating a term of probation or suspension.

B. Suspension provided for in this Code shall in the first instance be for a period of up to six months. For subsequent offenses said suspension shall be for a period of up to one year.

C. The suspension of any registration may be extended for a like period as the original suspension upon a final determination by the Commission that a registrant has been performing electrical work while his/her registration is suspended. Said suspension extension may be in addition to any other penalty assessed, as provided in this Code.

Sec. 15.16.260. Surrender and return of registration.

Any registration which has been suspended pursuant to this Code shall be surrendered to and retained by the City Building Official or designee. At the end of the period of suspension, the surrendered registration shall be returned to the registrant and be valid under the provisions in this Chapter, provided:

A. No further violations of this Chapter or the Code are committed by suspension period; and

B. If the period of suspension extends beyond the normal expiration date of said registration, the registrant has paid all fees in accordance with this Chapter.

Sec. 15.16.270. Reserved.

ARTICLE III. PERMITS AND INSPECTIONS

Sec. 15.16.280. Inspection does not relieve owner responsibility.

This article shall not be construed to relieve from or lessen the responsibilities of any person who owns, operates, or installs electrical wires, appliances, apparatus construction, or equipment for the damage to property or persons, injured by any defect therein nor shall the City or any agent thereof be deemed to assume any such liability by reason of the inspection authorized herein or the certificate of inspection issued by the City Building Official or designee.

Sec. 15.16.290. Permits required.

A. No person shall commence the erection, construction, alteration or change of any electrical installation, machinery, apparatus, work or wiring in the City until a permit has been issued by the City Building Official or designee covering each installation to be made.

B. When any wiring or apparatus is installed in such a manner that the same could be used for electric light or power purposes, it shall be deemed that the wiring or apparatus is used for such purposes and permit shall be required and inspection made as provided for such purpose.

C. It shall be unlawful for the City Electric Department to do any wiring of any nature in or on any building, except power houses and substations of electric light, heat and power companies operating under a franchise granted by the City, for which a permit has not been issued, or to make any electrical connections to any building or electrical wiring or apparatus until a certificate of inspection or written statement authorizing connection has been issued by the City Building Official or designee. All persons operating under a regular franchise granted by the City shall, upon written notice by the City Building Official or designee, disconnect any circuit, main service wires, branch feeder wires, or distribution system, as designated by such notice, and shall not reconnect such installation except upon written permission from the City Building Official or designee.

D. No permit shall be required for the installation of wires to operate telephone, telegraph or district messenger services, or repair or replacement of the same electrical equipment wiring or apparatus.

Sec. 15.16.300. To whom permits shall be issued.

Permits required by the provisions of this article shall be issued only to those persons who have secured a State of Texas Electrical Contractor's and Electrical Sign Contractor's License and have registered with the City or his/her representative under the provisions of this Chapter or to a person whose home is owned and occupied by him/her.

Sec. 15.16.310. Permit fees.

A. Permit fees for Electrical work shall be set forth by the City Building Official or designee and adopted by the City Council.

B. In case any work, for which a permit is required by this Chapter, is started prior to obtaining said permit, the fee above specified shall be doubled. The payment of such doubled fee shall not relieve any person from fully complying with the requirements of this Chapter in the execution of work nor from other penalties prescribed herein.

Sec. 15.16.320. Issuance—Electrical permit.

The City Building Official or designee shall issue an electrical permit showing the permit number, the building or house number, a description of the work to be conducted, and the name of the contractor.

Sec. 15.16.330. Construction power service, general.

Construction power services shall be authorized for a period of time necessary for completion, final inspection, and testing of the building or structure's electrical system. This service is not to exceed six months for dwelling unit or one year for commercial or institutional occupancies. An extension may be granted by the City Building Official or designee for up to three months on dwelling unit construction sites and six months on commercial or industrial sites. Construction power service can be ordered disconnected at any time by the City Building Official or designee when the installation is declared unsafe or construction work ceases for a period of one month. Reconnection of construction service thus ordered shall not be reconnected until approved by the City Building Official or designee and a renewal fee is paid to the City utility department.

A. Temporary Construction Power Poles. A temporary construction power pole shall be authorized to service not more than one construction site and only when the following requirements are met:

1. The responsible contractor applies for service at the City Utility Office; furnishes the assigned address for the site involved; certifies that a temporary metered construction power pole meeting city standards has been erected on the site within 60 feet of utility pole which is capable of providing the service; and the site has been marked with an address-sign clearly visible from the street.

2. The temporary power pole shall be long enough in length to be a minimum of 12 to 14 feet above grade after installation. Pole shall be set in the earth and shall be guyed to withstand lateral pressures of the service under normal weather and wind conditions and will provide a 12-foot clearance over driveways and an 18-foot clearance over public streets.

3. The temporary power pole shall be grounded as per City of Georgetown requirements and have a metered service of sufficient size to meet the construction needs. All receptacle outlets shall be protected by G.F.C.I's as required per Article 590.~~6~~7 of the Code.

B. Permanent Construction Service. Permanent construction service may be authorized for a building or structure under construction provided that:

1. The permanent service equipment has been installed and the building is dried-in.

2. The service disconnect and service grounding system has been completed.

3. All construction feeders and branch circuits to be activated are installed and properly safe-guarded from electrical shock and overload.
4. A notice is posted on the main disconnect and all activated main and sub-panels indicating they are in-service and are not to be opened except by the responsible electrical contractor.
5. The system has been inspected and approved by the City Building Official or designee.
6. The fuses in the main disconnect switch or the breaker shall be in place when the City Building Official or designee performs the permanent power inspection of the electrical work.

Permanent construction service will be required on the building or structure prior to final inspection and certification by the City Building Official or designee.

Sec. 15.16.340. Inspections.

Inspections by the City Building Official or designee shall be requested by the person performing electrical work for which a permit has been issued. The electrical inspector shall make the inspection as soon as practicable exclusive of Saturdays, Sundays, and holidays. The electrical contractor, electrical sign contractor or the Master Electrician responsible may be required to be present at the construction site during the final inspection.

Sec. 15.16.350. Work not to be concealed.

Work will not be concealed until inspected and approval given of such work by the City Building Official or designee.

Sec. 15.16.360. Reserved.

Sec. 15.16.370. Approval tag.

After inspecting any electrical wiring, the City Building Official or designee shall leave notice in the form of a tag or label attached to the service entrance switch, which such notice shall clearly state whether the wiring is approved or is to be kept open for correction.

Sec. 15.16.380. Defective workmanship.

Any person engaged in the business of electrical construction or the installation of wiring or apparatus for electric light or power in the City who shall fail to correct any defect(s) in any work done by him after having been notified of such defect(s) by the City Building Official or designee and given a specified period of time within which to make such correction and fails or refuses within such time to correct such defect(s) in conformity with this Chapter or the lawful orders of the City Building Official or designee, shall not be issued any further permits until such defect(s) have been corrected. On any case in which any person shall continue to or persistently violate the provisions of this Chapter or the orders of the City Building Official or designee in relation to the same, the license of such person may be suspended or revoked upon recommendation by the Commission.

Sec. 15.16.390. Certificates of inspection.

On the satisfactory completion of the work covered by a permit in accordance with all ordinances and laws, the City Building Official or designee shall issue a certificate of inspection. The certificate of inspection shall certify that the work is in accordance with the rules governing the respective class to which it belongs.

Sec. 15.16.400. Effect of nonconforming existing work on issuance of certificate of inspection.

Where a permit is issued for an addition to existing work, wherein the new work is satisfactorily completed, but the existing work to which it is connected does not conform to the rules laid down by this Chapter, the City Building Official or designee shall issue a written statement to the effect that the new work complies with the rules, but that the existing work may not comply with the provisions of this Chapter. This statement shall constitute notice to the owner or other interested party that the entire installation may not comply with the provisions of this Chapter and may not prevent the issuance of a completion certificate for the new work.

Sec. 15.16.410. Refusal of certificate of inspection.

The City Building Official or designee is hereby given the authority to refuse to issue a certificate of inspection for any addition, or extension to any electrical wiring in or on any building wherein it is determined that the wiring is in an unsafe condition. The City Building Official or designee shall refuse to issue a Certificate of Inspection and no electric light and power company shall connect electrical current to the same if any violations of this Chapter exist.

Sec. 15.16.420. Routine inspection.

It shall be the duty of the City Building Official or designee to inspect all electrical wiring and apparatus in the city at any time in order to ascertain whether such electrical wiring or apparatus is in any respect dangerous to life or property; and, if any part of such electrical wiring or apparatus is found to be in a defective or dangerous condition, the City Building Official or designee shall have the authority to take whatever action is necessary for safety of life and property. City Building Official or designee shall notify the property owner or tenant within a reasonable time of any defect and/or action taken. If the owner of such defective wiring or equipment shall refuse or fail to comply with this requirement, he/she shall be held to be in direct violation of this Chapter.

Sec. 15.16.430. Repealed.

ARTICLE IV. TECHNICAL PROVISIONS

Sec. 15.16.440. ~~2023~~2026 National Electrical Code.

A. The governing edition of the ~~2023~~2026 National Electrical Code shall be that edition accepted by an adopting ordinance approved by the Commission and enacted by the City Council for the City of Georgetown.

B. In the installation, construction, erection, repair, and maintenance of all electrical wiring and apparatus, the rules and the requirements of the ~~2023~~2026 National Electric Code, as published by the National Fire Protection Association, together with such requirements and rules as are provided herein, shall be complied with and become a part of this Code.

C. In the event of any conflict between the provisions of this Chapter and the National Electrical Code, the more stringent of the two Codes, as interpreted by the City Building Official or designee, shall prevail.

Sec. 15.16.450. Services—Location.

All service entrance wires into a building shall be located at a point on the building specified by the ~~City Electrical Department. Where practical, all service conduits shall be extended through the outside building wall on a street or alley side at such point as will avoid open service wires being placed over roofs or through courts, light and ventilating shafts, and over adjoining property.~~

Utility provider.

Sec. 15.~~16~~156.460. ~~Service—Support.~~ Repealed.

~~A. Where service wires enter a building through stucco, tiles, brick or other masonry walls, substantial support for the service wires must be provided, such support to be able to withstand the strain and weight of service drop and shall be installed by the contractor during the construction of the supporting wall and the location of same shall be designated by the City Electrical Department.~~

~~B. Where service wires enter a building through other type walls, substantial support for the service must be provided, such support to consist of an approved one-point terminal insulator of sufficient size to support the service for the distance and size wire involved, bolted through a major structural member of the building or structure and installed prior to the electrical rough-in inspection by the contractor.~~

Sec. 15.16.470. Service—Entrance.

A. All service entrance wires making overhead entrances into buildings shall ~~be carried in metal conduit with weatherproof service head,~~follow section 230 and 310 of the ~~conduit shall be brought from~~2026 NEC plus any specifications more restrictive by the ~~entrance to the fuse switch or breaker.~~ Utility Provider.

B. The service entrance to the service switch cabinet "Main Disconnect Panel" shall be as short as possible, but in no case greater than three feet within the building without the special permission from the City Building Official or designee. ~~Length of outside service wire extension beyond service head shall not be less than two feet.~~

Sec. 15.16.480. Service—Mast.

A service mast is a service which penetrates a roof or supports a service drop. A mast shall be used anytime proper clearance cannot be achieved without penetrating the roof. A mast shall conform to section 230 of the ~~following~~2026 NEC and any specifications~~:~~ that are more restrictive by the utility provider.

~~A. Minimum two-inch IMC or galvanized rigid conduit;~~

~~B. No coupling above the roofline;~~

~~C. Mast must penetrate a minimum of 18 inches above roof measured on the high side of conduit;~~

~~D. Any mast over three feet in length (measured from high side of conduit) must be properly guyed so as to relieve the strain of the service drop; and~~

~~E. Properly installed flashings and fittings must be installed to prevent leakage.~~

Sec. 15.16.490. Service lateral.

A. Underground secondary service conductors shall be run in two-inch schedule 40 PVC conduit or better.

B. Conduit trenches shall be left open until they are inspected and approved by the City Building Inspection Department or the City Electrical Department.

~~C. Greater than 200-amp services for Laterals shall be installed in a minimum three-inch Raceway.~~

C. Conduit Sizing shall follow the Utility provider's requirements.

Sec. 15.16.500. ~~Service disconnects~~ Repealed.

~~A. Single-family residences shall have a single current limiting service disconnect located or adjacent to its primary service equipment. This disconnect must be located on the building and not be a part of City distribution equipment. No line side taps shall be allowed.~~

Sec. 15.16.510. Meters—Types.

~~City Electric Department~~The Utility provider shall determine the type of metering and its location.

Sec. 15.16.520. Meters—Installation.

A. The meter shall be installed outside the building unless special permission is granted by the ~~City Electrical Department.~~Utility provider and the City of Georgetown permitting and inspection department.

B. Under no circumstances shall any meter be moved or relocated unless authorization is given by ~~employees of the City Electrical Department.~~the Utility provider and the City of Georgetown permitting and inspection department.

C. For one- and two-family dwelling and commercial applications—Meters shall be placed between four feet and six feet above the finished grade measured to center of meter can. ~~The City Electrical Department will furnish the meter can, but the contractor shall install them. If the height exceeds six feet special permission is required by the City Electrical Department.~~

D. For three or more meters installed in anyone location, meters shall be installed not less than four feet from finished grade and no more than six feet from finish grade. Special

installation shall be approved by the City ~~Inspection Department or City Electrical~~ Building Official~~.~~

and the Utility provider.

Sec. 15.16.530. ~~Circuit wire sizes—Copper~~ **Repealed.**

~~A. Wire of size not smaller than No. 12 AWG shall be used for lighting distribution circuits from panels to outlets.~~

~~B. Exceptions are in residential installations wherein No. 14 AWG wire may be used for switch legs serving not more than 600 watts. All utility outlets shall be minimum No. 12 AWG.~~

~~C. Control wiring maybe a No. 14 AWG conductor and must be fused by not more than 15 amperes.~~

~~D. Electrical conductors of No. 14 AWG for branch circuits shall not be allowed.~~

Sec. 15.16.540. ~~Aluminum conductors.~~

~~**A. Aluminum and copper-clad aluminum conductors of sizes smaller than No. 6 AWG shall not be used.**~~

~~**B. Aluminum and copper-clad aluminum conductors of sizes No. 6 AWG and larger may be used with approved devices and terminals provided suitable oxidation inhibitors are used on all terminals, and splices are made as specified in a UL listing for the device being used.**~~

Repealed.

Sec. 15.16.550. Installation of outlets, switches, receptacle boxes, smoke detectors.

A. All lighting outlets, switches, and receptacle boxes shall be attached to the wood, steel, drywall or masonry framing of the building in accordance with the manufacturer's written instruction.

B. All switch and receptacle devices will be U.L~~. approved~~.-listed. No ~~"~~"quick wire~~"~~" devices are allowed. Wiring must be attached to the device with factory screws or factory screw and pressure plates. No push in pressure devices shall be allowed~~; all smoke detectors shall be connected to a single dedicated circuit~~.

~~C. GFCI's installed in the kitchens and bathrooms shall be provided with a re-set type of receptacle outlets in the kitchen and bathroom areas and not at one point of re-set such as the main disconnect panel.~~

C. All Smoke/CO2 detectors shall be connected to a single dedicated circuit.

Sec. 15.16.560. Outlets—Residential.

~~A. For general wiring of dwellings restricted to residential use, including apartments, hotels and motels, not more than 12 outlets shall be permitted on any one branch circuit.~~

~~B~~A. Refrigerator shall be on a dedicated circuit.

~~C~~B. In the kitchen, pantry, breakfast room, dining room, or similar area of a dwelling unit, the two or more 20 ampere small appliance branch circuits shall consist of no more than six outlets on each circuit.

Sec. 15.16.570. Grounding.

The grounding and bonding methods shall comply with ~~2023~~2026 National Electrical Code as adopted and as specified by this section for each service installed, including but not limited to:

A. An underground metallic water pipe shall not be used as the only grounding electrode for a service;

~~B. Primary Electrode: Due to the amount of rock in the Georgetown area, Article 250-52(A)3, "Concrete-Encased Electrode" shall apply to that of all new construction within the corporate city limits and the ETJ areas where the City of Georgetown supplies and inspects for Electrical service installations;~~

~~C~~B. The grounding and bonding systems for the new construction of Commercial and metal or steel structures shall meet the requirements of the ~~2023~~2026 National Electrical Code and those as specified herein;

~~D~~C. Bonding and/or grounding conductors shall be installed so as to prevent contact between dissimilar metal(s);

~~E~~D. Gas piping shall not be permitted for use as a Grounding Electrode. This includes the following systems materials—Metal underground gas piping systems and aluminum;

~~F~~E. Corrugated Stainless Steel Tubing (CSST) shall be properly bonded and grounded in accordance with manufactures recommendations and specifications and in accordance with Section 250.104(B) of the ~~2023~~2026 National Electric Code;

~~G~~F. For that of existing structures where the encasement of the primary electrode in concrete is not feasible for a service up-grade, change out, repair, or addition of Services, at least one grounding electrode of the type specified in Article's 250-50 of the ~~2023~~2026 National Electrical Code as adopted shall apply;

~~H~~G. The interior metal water piping system shall be bonded to the service grounding system with a conductor as per the ~~2023~~2026 National Electrical Code as adopted; the point of attachment shall be accessible. This requirement shall apply to both new construction and up-grade, change out, repair, or addition of services of existing structures;

~~I~~H. All metallic water piping systems with a softener system shall have a bonding jumper, #6 or larger, between incoming water supply piping and outgoing treated water piping; and shall be installed with an approved bonding clamp inside the wall with accessibility to the clamps;

~~J. Two concrete encased electrodes shall be installed when the water piping is a non-metallic material; and~~

~~K. Concrete encased electrodes shall be used for the grounding for light poles.~~

Sec. 15.16.580. Safeguards.

~~A. Color Coding of Conductors:~~

~~1. Single Phase 120/240 Volt System.~~

~~Phase:~~	
~~A~~	~~Black~~
~~B~~	~~Red~~
~~Neutral~~	~~White~~

~~2. Three Phase 120/240 Volt center tap Delta System.~~

~~Phase:~~	
~~A~~	~~Black~~
~~B~~	~~Orange (high leg)~~
~~C~~	~~Red~~
~~Neutral~~	~~White~~

~~3. Three Phase 480 Volt Delta System.~~

~~Phase:~~	
~~A~~	~~Brown~~
~~B~~	~~Yellow~~
~~C~~	~~Purple~~

~~4. Three Phase 120/208 Volt WYE System.~~

~~Phase:~~	
~~A~~	~~Black~~
~~B~~	~~Red~~
~~C~~	~~Blue~~

~~Neutral~~	~~White~~

~~5. Three Phase 277/480 Volt WYE System.~~

~~Phase:~~	
~~A~~	~~Brown~~
~~B~~	~~Yellow~~
~~C~~	~~Purple~~
~~Neutral~~	~~Natural Gray~~

A. If a Utility service disconnect is required before the meter on 480V systems by the Utility providing service, an "Emergency Disconnect" is still required after the electric meter socket for customer use. Location and installation must meet all requirements of the 2026 NEC.

B. Terminal blocks are to be used in the connection of conductors within gutters.

C. On gutters serving new multiple services the electrical contractor will furnish terminal blocks with the capacity to serve the maximum number of available services (tenants).

D. When adding a meter (tenant) to an existing gutter service, the electrical contractor will be responsible for setting all meter cans and related equipment and furnishing tails long enough to access the existing terminal blocks. ~~Georgetown Utility Systems~~The contracted Electrician will make connections after the service has passed inspection and meter is set. Under no circumstances is the electrical contractor to tie in the service before it is inspected.

E. All gutters shall be marked on the exterior with available voltage, amperage and phases.

Sec. 15.16.590. Installation of cabinets and panel requirements.

A. All main and branch circuit panels shall be attached to wall or panel mountings with screws, studs, or toggle bolts.

B. All panels installed for electrical disconnecting means shall be installed with spare spaces and raceways for future use:

1. For each panel in residential buildings, a minimum of one spare one-inch raceway shall be installed from the panel to an accessible location in the attic or crawlspace for recessed panels only. All disconnect panels installed in residential occupancies must be large enough to accommodate the present load requirements and have at least three spare circuits for future use.

2. For each panel installed in commercial buildings, the requirements for that of paragraph (1) of this section shall apply; except that all disconnect panels installed in commercial occupancies shall provide at least four spare circuits for future use.

Sec. 15.16.600. Engineers seal required.

In accordance with the Texas Engineering Practice Act, all drawings pertaining to non-dwelling construction projects of 5,000 square feet or more shall bear the seal of an engineer licensed in the State of Texas. ~~The Building Official is hereby authorized to require at his/her discretion, said seal to be placed upon drawings for~~For non-dwelling construction projects of lesser square footage, the Building Official may require all drawings bear a seal of an engineer licensed in the State of Texas.

Sec.15.16.610. Addressing Requirements.

All Meter Sockets must be labeled with correct 911 address including suite number before power is established.

City of Georgetown, Texas
City Council
August 25, 2026

SUBJECT:
First Reading - Adoption of the 2021 International Fire Code

SUGGESTED ACTION:
First Reading of an Ordinance to amend Chapter 8.04 of the Code of Ordinances amending and adding to the City's local amendments to the 2021 International Fire Code -- Daniel Bilbrey, Deputy Fire Marshal

ITEM SUMMARY:
The proposed ordinance updates the City's existing local amendments to the 2021 International Fire Code to address emerging fire and life-safety concerns and clarify existing requirements. Key changes include provisions for lithium-ion battery storage and powered micromobility devices, temporary structures and uses, emergency responder radio communications, fire apparatus access and fire lane markings, and other updates related to new technologies and current development practices. This was presented to Council at the City Council Workshop meeting held on August 11, 2026.

FINANCIAL IMPACT:

SUBMITTED BY:
Monica Heyward, Fire Department

ATTACHMENTS:
IFC_Amendments_Final_Presentation Aug2026.pdf
Ord_FireCodeLocal Amendments_First Reading_8.25.2026.pdf
Exhibit A_8.25.2026.pdf
Redline_Chapter 8.04_8.25.2026.pdf

Proposed Fire Code Changes

2026 | City Council

GEORGETOWN TEXAS

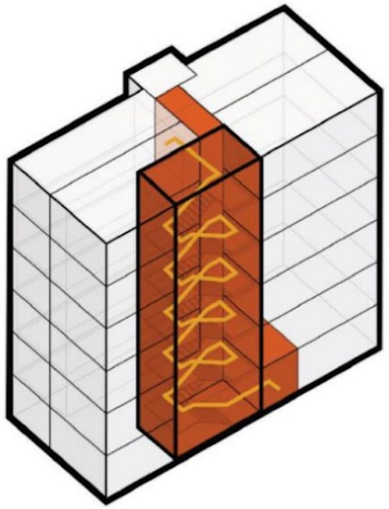
Clarification to Terminology

Definitions

- Frequency
- Frequency license holder
- Occupiable roof or Occupied Roof
- Emergency Responder Communications & Enhancement Systems

Single Exit Buildings

- Residential (R2)
- Max of six stories (<75')
- Net floor area < 4000sqft
- Sprinklered building
- Elevator access required
- No electric in stairwell



Smart Stair Design



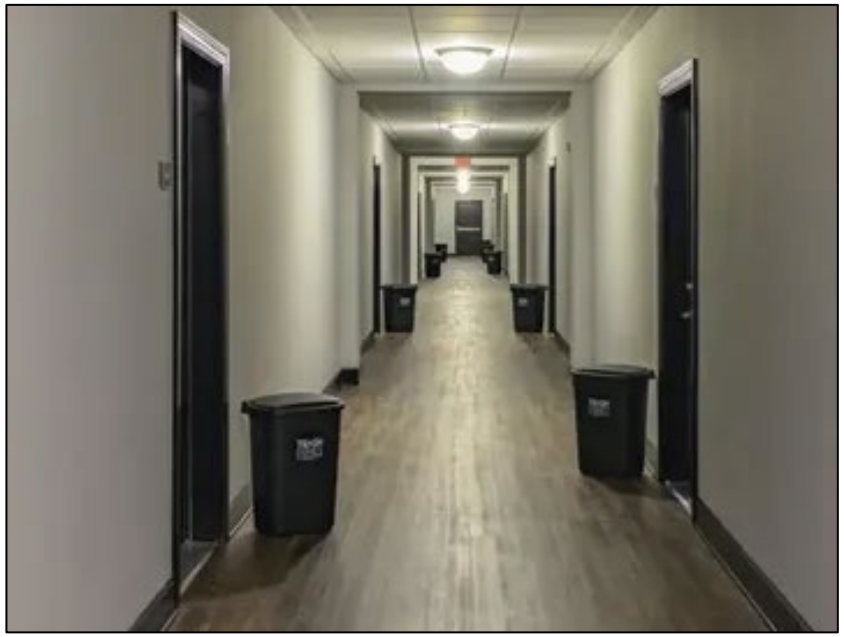
Temporary Structures

- Tents and membranes
- Other temporary occupancies, uses, and systems that may require a Fire Code permit
- Permit (max 365 days)
- Allow for temp utilities
- Aligns with IBC



Valet Trash

- Permit required
- Reduce risk in older bldgs.
- Protection of safe egress
- Rules established by AHJ





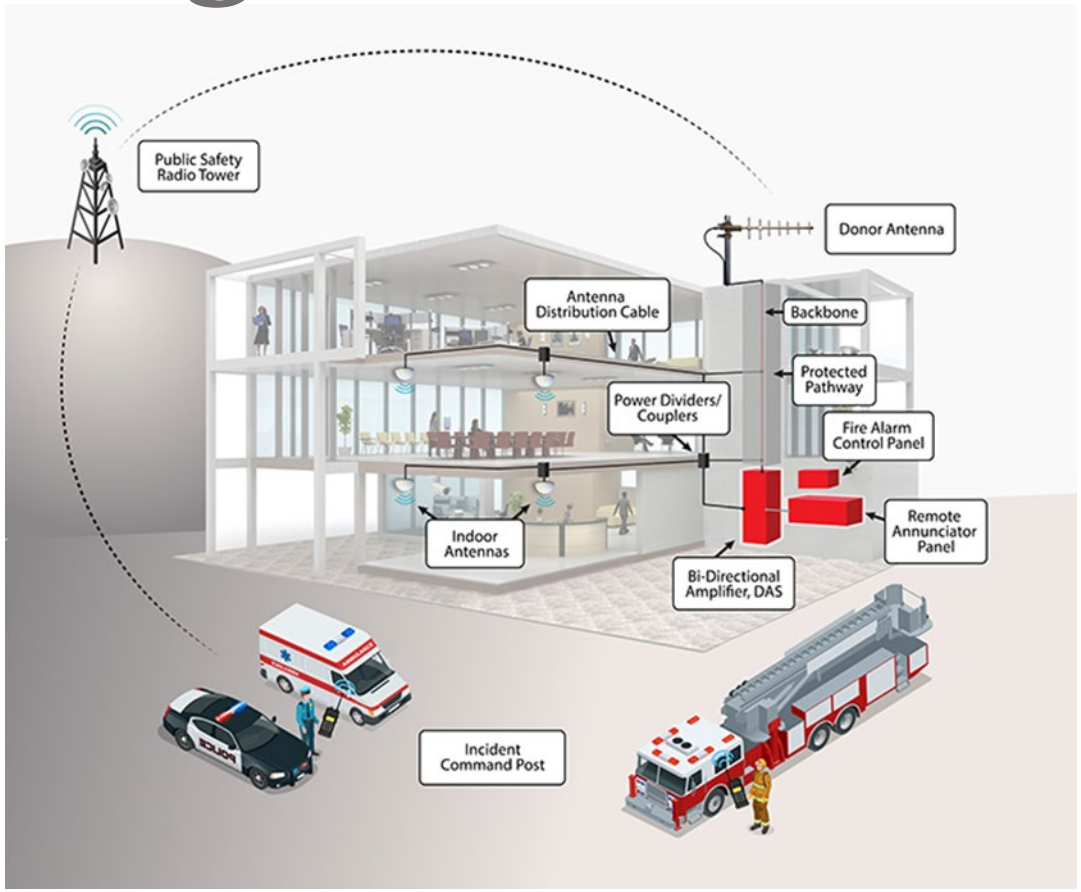
Reclaimed Water

- May be considered a desirable use by COG Water
- 971 Water Treatment Site
- Water testing required
- Limit damage/safety



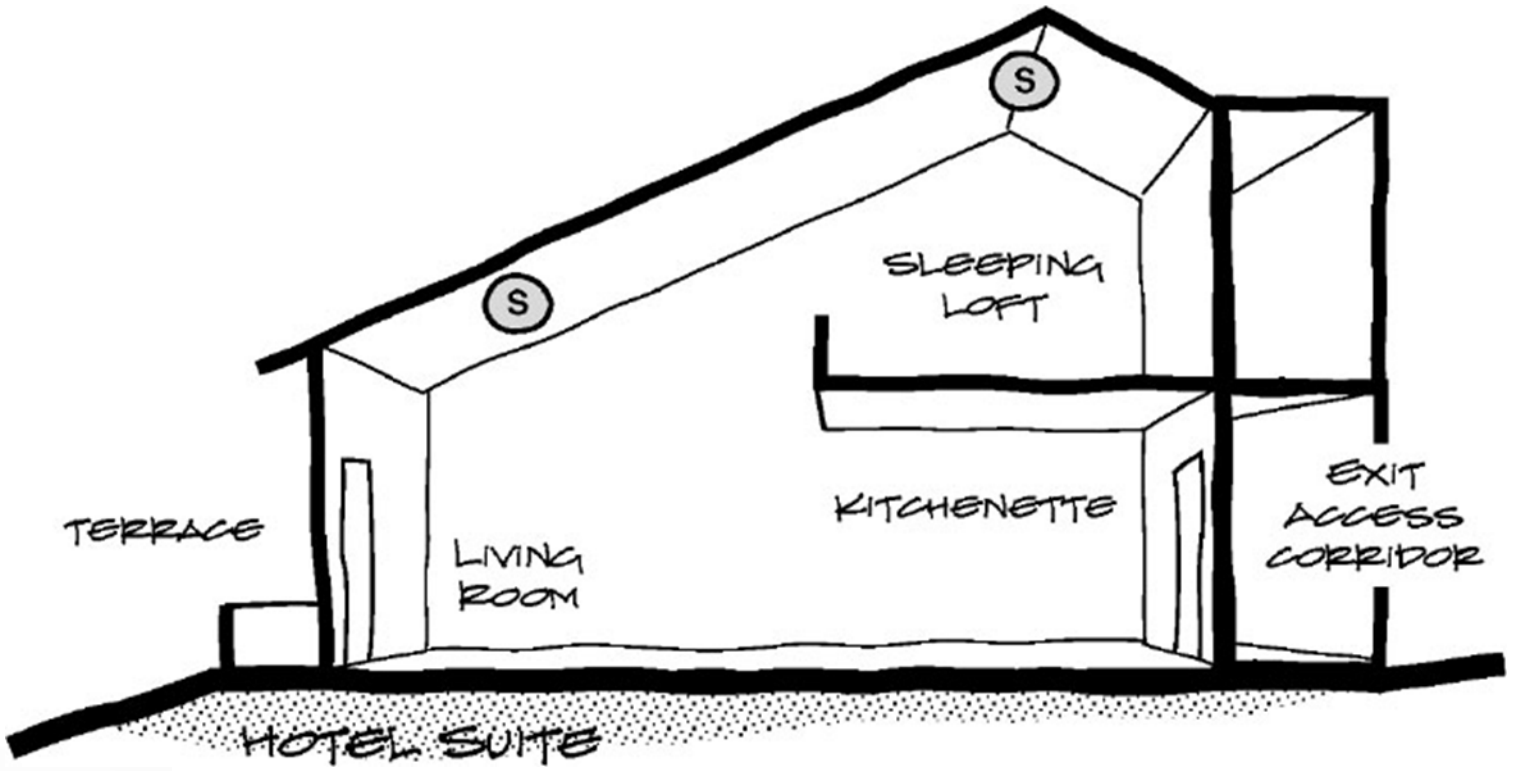
Emergency Responder Communication Coverage

- Clarification & guidance
- Requirement not changing
- Encourage building prep
- Assess post construction



Smoke Alarm

- Safety issue
- Becoming more common
- Proximity to sleeping area
- R-2, R-3, R-4, and I-1



Fire Protection - Post-Fire

- Group I, R-1, R-2, and R-4
- Post-fire repair/reconstruct
- Damage is >50%
- Consistent with the IEBC threshold for added protection
- Unoccupiable for >60days
- Sprinkler to be installed



Extinguisher Use by Pool

- NFPA 400 (2019 Ed)
- Interact w/ pool chemicals
- Avoid ammonium compounds
- Public and MF pool areas
- Possibly explosive (ABC)
- Respiratory irritant



Li-Ion Laboratories

- Proactive code placement
- Sprinkler requirement
- Primarily labs related to battery manufacturers



Storage of Li-Ion Batteries

- Permits w/ > 15cuft
- Limited indoor storage (15)
- Individual container < 7.5cuft
- Outdoor storage options
- Fire detection required
- Exception 2-hr rated walls
- Lesser requirements for less than 30% charge



Micro-mobility Charging

- OEM specs and process
- Listing and labeling per UL
- Specify charging areas
- Fire safety plan is required



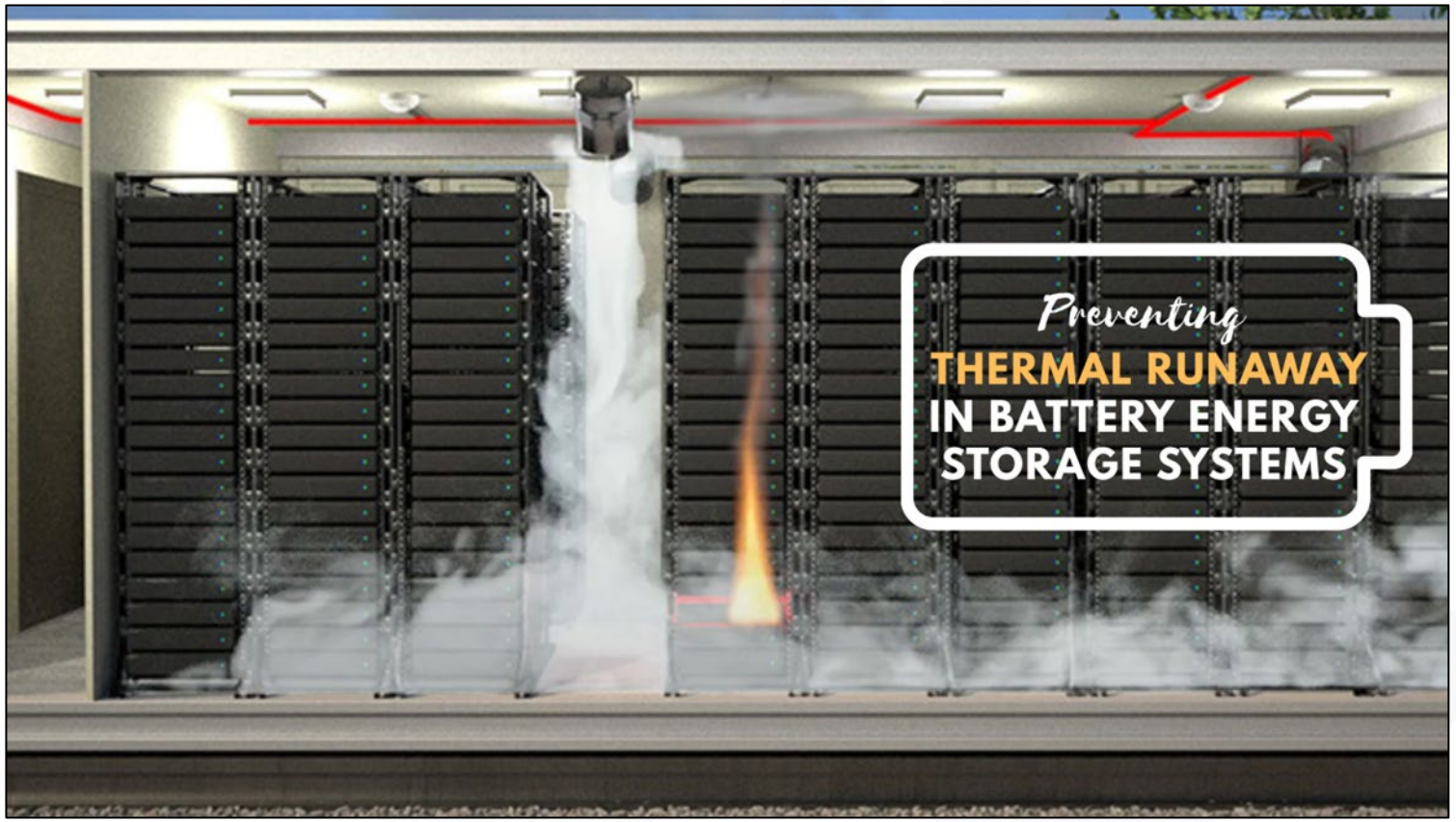
Electric Vehicle Charging

- Disconnection requirement
- Emergency shutoff
- Sprinkler required (>500sqft)
- Similar purpose to gasoline/diesel emergency shutoff
- Exception for SFR garage



Pre-existing Energy Storage System

- ESS using Li-ion
- Older batteries/ESS not tested or listed to UL 9540A
- Technical report required
- Early detection for thermal
- Corrective action plan
- Exception for SFR



Fire Lanes in neighborhoods

Adjust Length of No parking 250 to 275 this helps with lot line placement

Move to a standard of painted curbs in neighborhoods.





Discussion

Thanks for your continued support & feedback

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS AMENDING CHAPTER 8.04 "FIRE PREVENTION CODE" OF THE CODE OF ORDINANCES ADDING AND AMENDING LOCAL AMENDMENTS TO THE 2021 FIRE CODE; PROVIDING FOR A PENALTY; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Georgetown previously adopted the 2021 International Fire Code with corresponding amendments for the benefit of public safety, health, and general welfare of the City of Georgetown; and

WHEREAS, the City Council of the City of Georgetown finds it necessary to amend and add local amendments to the 2021 Fire Code to ensure the public safety, health, and general welfare and facilitate proper safety inspections within the City of Georgetown; and

WHEREAS, the Building Standards Commission, which has been appointed by the City Council, has (1) reviewed the effect of the proposed additional local amendments; (2) held public hearings related to same; and (3) made recommendations to the City Council for adoption of the same, including amendments noted herein; and

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

Section 1. The meeting at which this ordinance was approved was in all things conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 2. The facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and correct and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim

Section 3. Chapter 8.04 "Fire Code" of the Code of Ordinances is hereby amended as shown on Exhibit A.

Section 4. All projects that are under construction and all projects with complete applications for a building permit accepted by the City of Georgetown, Texas prior to the Effective Date of this shall be allowed to complete construction under the terms of the prior provisions of Chapter 8.04 and shall not be required to meet the requirements of the Local Amendments to the 2021 International Fire Code adopted pursuant to this Ordinance. All permit applications submitted on or after the Effective Date of this Ordinance shall comply with the terms of Chapter 8.04 as amended by this Ordinance in its entirety.

Section 5. If any provision of this Ordinance or application thereof to any person or circumstance shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are hereby declared to be severable.

Section 6. All ordinances that are in conflict with the provisions of this Ordinance be, and the same are hereby, repealed and all other Ordinances of the City not in conflict with the provisions of this Ordinance shall remain in full force and effect.

Section 7. The Mayor is hereby authorized to sign this Ordinance and the City Secretary to attest. This Ordinance shall be effective October 1, 2026.

PASSED AND APPROVED on First Reading on the ___ day of _____, 2026.

PASSED AND APPROVED on Second Reading on the ___ day of _____, 2026.

ATTEST:

_____
Robyn Densmore, City Secretary

THE CITY OF GEORGETOWN

By: _____
Josh Schroeder, Mayor

APPROVED AS TO FORM:

_____
Skye Masson, City Attorney

CHAPTER 8.04. FIRE PREVENTION CODE[1]

Sec. 8.04.010. Fire code adopted.

A. The provisions of the "International Fire Code," 2021 Edition, including Appendices B, C, D, F, H, I, K, and L, with the specific local amendments set forth in this Chapter, are hereby adopted.

B. A copy of the Fire Code shall be placed at the Georgetown Public Library and on file at the office of the Fire Code Official.

Sec. 8.04.020. Section 101.1, Title, amended.

The Fire Code, Section 101.1 Title, is hereby amended to read as follows:

101.1 Title. These regulations shall be known as the Fire Prevention Code of the City of Georgetown, Texas hereinafter referred to as "this Code."

Sec. 8.04.030. Subsection 101.2.1, Appendices, amended.

The Fire Code, Section 101.2.1, Appendices, is hereby amended to read as follows:

101.2.1 Appendices. Provisions in the appendices shall not apply unless specifically adopted.

Therefore, the following appendices are adopted as part of this code:

APPENDIX-B FIRE-FLOW REQUIREMENTS FOR BUILDINGS

APPENDIX-C FIRE HYDRANT LOCATIONS AND DISTRIBUTION

APPENDIX-D FIRE APPARATUS ACCESS ROADS

APPENDIX-F HAZARD RANKING

APPENDIX-H HAZARDOUS MATERIALS MANAGEMENT PLAN (HMMP) AND HAZARDOUS MATERIALS INVENTORY STATEMENT (HMIS) INSTRUCTIONS

APPENDIX-I FIRE PROTECTION SYSTEMS—NONCOMPLIANT CONDITIONS

APPENDIX-K CONSTRUCTION REQUIREMENTS FOR EXISTING AMBULATORY CARE FACILITIES

APPENDIX- L REQUIREMENTS FOR FIRE FIGHTER AIR REPLENISHMENT SYSTEM

Sec. 8.04.040. Section 103, Code Compliance Agency, Amended.

The Fire Code, Section 103, Code Compliance Agency, is hereby amended to read as follows:

103.1 The Georgetown Fire Department Fire Marshal's Office. The Georgetown Fire Department Fire Marshal's Office created by Georgetown City Code Section 2.28.40, is designated as the fire code compliance agency, and the official in charge thereof shall be known as the fire marshal or fire code official. The function of the agency shall be the implementation, administration, and enforcement of the provisions of this Code.

103.2 Appointment. The fire marshal or fire code official shall be appointed by the fire chief of the Georgetown Fire Department.

103.3 Deputies. In accordance with the prescribed procedures of the City of Georgetown and the Georgetown Fire Department and with the concurrence of the fire chief, the fire code official shall have the authority to appoint a deputy fire marshals or deputy fire code officials, other related technical officers, inspectors, and other employees. Such employees shall have powers as delegated by the fire marshal/fire code official.

Sec. 8.04.050. Section 105.5.34, Open Burning, amended.

The Fire Code, Section 105.6.34, Open Burning, is hereby amended to read as follows:

105.5.34 Open burning. An operational permit is required as prescribed in Section 307 for the kindling or maintaining of an open fire or a fire on any public street, alley, road, or other public or private ground. Instructions and stipulations of the permit shall be complied with. Operational permits for recreational fires will be issued on an annual basis. Permits shall only be presented by, and permits issued to, the owner of the land upon which the fire is to be kindled.

105.5.34.1 Commercial burn permits. Commercial burn permits will be issued to the name of the company that will be responsible.

Sec. 8.04.060. Section 107.2, Schedule of Permit Fees, amended.

The Fire Code Section 107.3, Schedule of Permit Fees, is hereby amended to read as follows:

107.2 Schedule of permit fees. Where a permit is required, a fee for each permit shall be paid as required, in accordance with the schedule as established by the Section 2.28.150, 2.28.160, 2.28.170, and 2.28.180 of the Code of the City of Georgetown.

Sec. 8.04.070. Section 107.3, Permit Valuations, amended.

The Fire Code Section 107.3, Permit Valuations, is hereby deleted as follows:

107.3 Reserved.

Sec. 8.04.075. Section 110, Service Utilities, amended

The Fire Code, Section 110, Service Utilities, is hereby amended to read as follows:

Authority to disconnect service utilities.
The fire code official shall have the authority to authorize disconnection of utility service to the building, structure or system in order to safely execute emergency operations or to eliminate an immediate hazard. The fire code official shall notify the serving utility and, where possible, the owner or the owner's authorized agent and the occupant of the building, structure or service system of the decision to disconnect prior to taking such action. If not notified prior to disconnection, then the owner, the owner's authorized agent or occupant of the building, structure or service system shall be notified in writing as soon as practical thereafter.

110.2 Temporary connection.
For temporary buildings, structures, occupancies or uses not governed by the Building Code, the *fire code official* shall have the authority to authorize the temporary connection of the building or system to the utility, the source of energy, fuel, or power, or the water system for the purpose of testing systems or for use under a temporary approval.

Sec. 8.04.080. Section 111.1, Board of Appeals established, amended.

The Fire Code, Section 111.1, Board of Appeals established, is hereby amended to read as follows:

111.1 Board of appeals. The City's Building Standards Commission, codified at Chapter 2.64 of the Georgetown Code of Ordinances, shall hear and decide appeals of orders, decisions, and determinations made by the fire code official or designee relative to the application and interpretation of this Code. Any reference made in this Code to "Means of Appeals" or "Board of Appeals", shall have the same meaning as the "Building Standards Commission."

Sec. 8.04.090. Section 111.3, Qualifications, amended.

The Fire Code, Section 111.3, Qualifications, is hereby amended to read as follows:

111.3 Qualifications. The board of appeals shall consist of members who are appointed in accordance with the City of Georgetown City Code Section 2.64.010 or the most current City ordinance that pertains to this matter.

Sec. 8.04.100. Section 111.5, Administrative Appeal, added.

The Fire Code, Section 111.5, Administrative Appeal, is hereby added to read as follows:

111.4 Administrative appeal. Whenever a violation of this Code has been found and the applicant wishes to appeal the decision based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or an equivalent or better form of construction is proposed, an appeal may be filed to the fire chief or a designee, as follows:

1. An appeal shall be filed in writing to the Georgetown Fire Department, Fire and Life Safety Division.
2. The fire chief, or designee, will hear the appeal within 10 working days of the receipt of the appeal.
3. Adequate information shall be provided by the applicant on the petition of appeal to fully describe the condition(s) in question.
4. The fire chief, or designee, may consult fire department staff as appropriate to identify applicable code provisions and the staff position on the appeal under consideration.
5. The applicant may, but is not required to, meet with the fire chief, or designee, to discuss the specifics of the appeal.
6. If the appeal is denied, the applicant shall comply with the requirement(s) of this Code and the administrative appeal decision or file an appeal to the Board of Appeals as provided in section 111.1 of this code.

Sec. 8.04.110. Section 112.4, Violation Penalties, amended.

The Fire Code, Section 112.4, Violation Penalties, is hereby amended to read as follows:

112.4 Violation penalties. Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters, or repairs mechanical work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate issued under the provisions of this Code is subject to punishment as provided in Section 1.08.010 of the Georgetown Code of Ordinances.

Sec. 8.04.120. Section 113.1, Authority, amended.

The Fire Code, Section 113.1, Authority, is hereby amended to read as follows:

113.1 Authority. Where the fire code official finds any work regulated by this code being performed in a manner contrary to the provisions of this code, without any permit or other approval required by this Code, or in a dangerous or unsafe manner, the fire code official, or the fire code official's designee, is authorized to order the work or construction stopped by notice in writing in accordance with Section 113.2 and served on any person(s) engaged in performing or causing such work to be performed.

Sec. 8.04.130. Section 113.2, Issuance, amended.

The Fire Code, Section 113.2, Issuance, is hereby amended to read as follows:

113.2 Issuance. The fire code official, or the fire code official's designee, may order the work or construction stopped by notice in writing and served on any person(s) engaged in performing or causing such work to be performed. Whenever work or construction is stopped in accordance with this section, a written notice to stop work shall be issued and shall be posted on the property in a manner reasonably visible to any person that performs any work on the property. All persons shall then cease all work or construction on the property until authorized to proceed by the fire code official or the fire code official's designee. The stop work order shall state the reason for the order and the conditions under which the cited work is authorized to resume.

Sec. 8.04.140. Section 113.4, Failure to Comply, amended.

The Fire Code, Section 113.4, Failure to Comply, is hereby amended to read as follows:

113.4 Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be unlawful and punishable in accordance with City Code Section 1.08.010.

Sec. 8.04.145. Section 115, Temporary structures, uses, equipment, and systems. added.

The Fire Code, Section 115, Temporary structures, uses, equipment, and systems, is hereby added to read as follows:

Section 115 Temporary structures, uses, equipment, and systems

115.1 General. The fire code official is authorized to issue a permit for temporary structures, uses, equipment, or systems as required in Sections 105.5 and 105.6. Such permits shall be limited as to time of service but shall not be permitted for more than 365 days. The fire code official is authorized to grant extensions for demonstrated cause.

115.2 Conformance. Temporary uses, equipment, and systems shall conform to the requirements of this code as necessary to ensure health, safety, and general welfare.

115.3 Temporary service utilities. The fire code official is authorized to give permission to temporarily supply service utilities in accordance with Section 112 of the International Building Code.

115.4 Termination of approval. The fire code official is authorized to terminate such permit for temporary uses, equipment or systems and to order the same to be discontinued.

Sec. 8.04.150. Section 202, Definitions, added and amended.

The Fire Code, Section 202, Definitions, is hereby amended to include the following amended or added defined terms:

"Air curtain incinerator (ACI)" means an incinerator that operates by forcefully projecting a curtain of air across an open chamber or pit in which combustion occurs. Incinerators of this type may be constructed

above or below ground and with or without refractory walls or floor. An air trench or burn box operation that promotes efficient burning, producing less smoke and less fire embers.

"Animal housing or care facility" means facilities used for temporary or permanent housing of animals for the purpose of providing a service, participating in a sport, or for providing general board and care. Animal housing or care facilities do not include animal or pet care by pet owners caring for their own animals at their owned or rented residential property, horse stables, facilities used for equestrian purposes, and these facilities do not include Group U agricultural uses for the care and feeding of the agricultural business owner's own livestock.

"Automated external defibrillator (AED)" means a heart monitor and defibrillator that meets the requirements of Chapter 779, Section 779.001 of the Texas Health and Safety Code and any applicable federal laws, as amended.

"Bed and Breakfast" means a private residential structure(s) used for the rental of overnight accommodations and whose owner serves breakfast at no extra cost to its lodgers.

"Commercial burn" means a fire that is generally accomplished by general contractors in a commercial construction application using an air curtain incinerator.

"Cooking fire" means an outdoor fire where fuel (wood, charcoal, natural gas or liquefied petroleum gas) is used in preparation of food prior to consumption. Fuel being burned is contained in a barbeque grill, barbeque pit, fire ring or a similar container. The process of burning wood to create coal will be considered as part of the cooking process.

"Constant supervision" means for Group B animal housing or care facilities, constant supervision means 24-hour on-site staff that is capable of responding to problems or emergencies that could impact the safety or lives of the animals being housed or cared for.

"Controlled burn" means an open fire used for the burning of unwanted vegetation, fallen limbs, and leaves from the same property.

"Driveway" means a vehicular ingress and egress route that serves no more than two buildings or structures, not including accessory structures, or no more than five dwelling units.

"Emergency responder communications enhancement system" or "ERCES" means an infrastructure solution installed within a building to enhance the communications capabilities for first responders that utilizes solutions such as a signal booster, voting receiver, base station or other technology capable of enhancing the radio frequency (RF) to ensure effective public safety communications.

"Frequency" means the particular waveband at which a communications system broadcasts or transmits.

"Frequency license holder(s)" means the person(s) or entity(ies) issued the license from the frequency licensing authority of the United States or other country of jurisdiction for the frequencies being used by both the in-building emergency responder communications enhancement system and the emergency services communications system that it enhances.

"Frequency licensing authority" means the government authority in a country or territory that issues frequency licenses for the use of communications frequencies by authorized entities and individuals.

"NFPA" means the National Fire Protection Association.

"Occupiable roof or Occupied roof" means an exterior space on a roof that is designed for human occupancy, other than maintenance or repair, and which is equipped with a means of egress system meeting the requirements of this code.

"Portable outdoor fireplace" means a solid and/or liquid fuel-burning fireplace that may be constructed of steel, concrete, clay, or other noncombustible material. A portable outdoor fireplace may be open in design

or may be equipped with a small hearth opening and a short chimney or chimney opening in the top. Commercially available examples include chimineas, outdoor fireplaces, and outdoor fire pits.

"Prescribed burn" means a fire used for the purpose of reducing the impact of a wildlife fire, for crop management, for general land clearing, and/or for the prevention of and control of diseased pests/animals.

"Recreational fires" means an outdoor fire burning materials other than rubbish where the fuel being burned is not contained in an incinerator, outdoor fireplace, portable outdoor fireplace, barbeque grill, or barbeque pit and has a fuel area 3 feet or less in diameter and 2 feet or less in height for pleasure, religious, ceremonial, cooking warmth, or similar purpose. Examples of this are traditional campfire rings or fire pits with fuel dimensions stated above.

"Residential Group R-1" means Residential Group R-1 occupancies containing sleeping units where the occupants are primarily transient, including:

Bed and breakfasts with more than 10 guests;

Boarding houses (transient) with more than 10 occupants;

Congregate living facilities (transient) with more than 10 occupants;

Hotels (transient); and

Motels (transient).

“Residential Group R-3" means Residential Group R-3 occupancies where the occupants are primarily permanent in nature or not classified as Group R-1, R-2, R-4 or I, including:

Buildings that do not contain more than two dwelling units

Care facilities that provide accommodations for five or fewer persons receiving care

Congregate living facilities (nontransient) with 16 or fewer occupants

Boarding houses (nontransient)

Convents

Dormitories

Fraternities and sororities

Monasteries

Congregate living facilities (transient) with 10 or fewer occupants

Boarding houses (transient) with 10 or fewer occupants

Lodging houses (transient) with five or fewer guestrooms and 10 or fewer occupants

Bed and breakfasts (transient) with sleeping units for 10 or fewer guests

"Business Group B" means Business Group B occupancy includes, among others, the use of a building or structure, or a portion thereof, for office, professional or service-type transactions, including storage of records and accounts. Business occupancies shall include, but not be limited to, the following:

Airport traffic control towers

Ambulatory care facilities

Animal housing or care facilities, including shelters, breeding, grooming, daycare, hospitals, kennels, and pounds.

Banks

Barber and beauty shops

Car wash

Civic administration

Clinic-outpatient

Dry cleaning and laundries: pick-up and delivery stations and self-service

Educational occupancies for students above the 12th grade, including higher education laboratories

Electronic data processing

Food processing establishments and commercial kitchens not associated with restaurants, cafeterias and similar dining facilities not more than 2,500 square feet (232 m2) in area.

Laboratories: testing and research

Motor vehicle showrooms

Post offices

Print shops

Professional services (architects, attorneys, dentists, physicians, engineers, etc.)

Radio and television stations

Telephone exchanges

Training and skill development not in a school or academic program (This shall include, but not be limited to, tutoring centers, martial arts studios, gymnastics and similar uses regardless of the ages served, and where not classified as a Group A occupancy).

Sec. 8.04.155. Subsection 304.1.1.1 Valet trash, added.

The Fire Code, Section 304.1.1.1, Valet trash is hereby added to read as follows:

304.1.1.1 Valet trash. Valet trash collection shall be permitted only where approved. The owner and valet trash collection service provider shall comply with the rules and limitations established by the jurisdiction.

Sec. 8.04.160. Subsection 307.2 Permit required, amended.

The Fire Code, Section 307.2 Permit required, is hereby amended to read as follows:

307.2 Permit required. An operational permit is required in accordance with Section 105.5 prior to kindling or maintaining of an open fire or a fire on any public street, alley, road, or other public or private ground. With the exception of commercial burn permits, applications for permits shall only be presented by and permits issued to the owner of the land on which the fire is to be kindled. The permit shall be kept on site and readily available for view upon request at all times when burning. A permit shall be obtained from the City of Georgetown fire marshal's office at www.fire.georgetown.org prior to kindling a fire for the following:

1. **Controlled burn.** A controlled burn requires an operational burn permit. Residential controlled burn permits shall be valid for the period indicated on the approved permit and shall not be valid for longer than 365 days from issuance.
2. **Bonfire.** A bonfire requires a bonfire permit. A bonfire shall comply with the requirements of Section 307.4.1. A bonfire permit is only valid on a per event basis.
3. **Prescribed burn.** A prescribed burn is allowed within the City of Georgetown's fire district with issuance of a prescribed burn permit. A prescribed burn permit is valid for 30 days from issuance.

4. **Commercial burn permit.** Commercial burn permits will be issued to the name of the company that will be responsible. A commercial burn permit requires a site approval by the City of Georgetown fire marshal's office and is valid for 30 days from issuance.

Sec. 8.04.170. Subsection 307.2.1 Authorization, amended.

The Fire Code, Section 307.2.1 Authorization, is hereby amended to read as follows:

307.2.1 Authorization. Where required by state or local laws or regulations, open burning shall only be permitted with prior approval from the City of Georgetown and the Texas Commission on Environmental Quality (TCEQ), provided that all conditions specified in the authorization are followed. Persons or entities issued an operational permit may have the permit revoked if not adhering to the guidelines. A City may revoke the permit and refuse to issue another permit to the same person or entity for up to twenty-four (24) months.

Sec. 8.04.180. Subsection 307.2.2 Limiting conditions for conducting open burning, added.

The Fire Code, Section 307.2.2 Limiting conditions for conducting open burning, is hereby added to read as follows:

307.2.2 Limiting conditions for conducting open burning. Burning shall be commenced and conducted only when wind direction and other meteorological conditions are such that smoke and other pollutants will not cause adverse effects to any public road, landing strip, navigable water, or off-site structure. Burning shall not be commenced when surface wind speed is predicted to be less than six miles per hour (MPH) or greater than 23 MPH during the burn period. With the exception of bonfires, cooking fires, recreational fires, and portable fireplace fires, permitted fires shall not be ignited prior to sunrise and shall be extinguished prior to sunset. All TCEQ rules will apply for prescribed burning.

Sec. 8.04.190. Subsection 307.2.3 Open burning not requiring a permit, added.

The Fire Code, Section 307.2.3 Open burning not requiring a permit, is hereby added to read as follows:

307.2.3 Open burning not requiring a permit. The following types of outdoor fires that comply with Section 307.4 as applicable do not require burn permits:

1. **Cooking fires.** Cooking fires are allowed in the Georgetown City limits and Georgetown's Fire Response District without an operational permit from the City. Charcoal burners and other open-flame cooking devices shall not be operated on combustible balconies of any multi-family structure (apartment complex) not equipped with a fire suppression sprinkler system. Charcoal burners and other open-flame cooking devices shall not be operated within 10 feet of combustible construction; this includes balconies and patios for any multi-family dwelling.
2. **Residential portable outdoor fireplace.** Residential portable outdoor fireplaces are allowed within the Georgetown City limits and Georgetown's Fire Response District at single-family, two-family, and townhouse residences.
3. **Recreational fires.** Recreational fires are allowed within the Georgetown City limits and Georgetown's Fire Response District.

Sec. 8.04.200. Subsection 307.3 Extinguishment authority, amended.

The Fire Code, Section 307.3 Extinguishment authority, is hereby amended to read as follows:

307.3 Extinguishment authority. Where open burning creates or adds to a hazardous situation, or a required permit for open burning has not been obtained, the fire code official is authorized to order the

extinguishment of the open burning operation. Open burning that adversely affects public health shall be extinguished.

Sec. 8.04.210. Subsection 307.4 Location, amended.

The Fire Code, Section 307.4 Location, is hereby amended to read as follows:

307.4 Location. Except as otherwise provided in Section 307 and its Subsections, the open burning location shall be not less than 50 feet (15,240 mm) from any structure, and provisions shall be made to prevent the fire from spreading to within 50 feet (15,240 mm) of any structure.

Sec. 8.04.220. Subsection 307.4.1 Bonfires, amended.

The Fire Code, Section 307.4.1 Bonfires, is hereby amended to read as follows:

307.4.1 Bonfires. A bonfire shall not be conducted within 50 feet (15,240 mm) of a structure or combustible material unless the fire is contained in a barbecue pit. Conditions that could cause a fire to spread within 50 feet (15,240 mm) of a structure shall be eliminated prior to ignition. The fuel load of a bonfire shall not exceed 10' x 10' in area.

Sec. 8.04.230. Subsection 307.5 Attendance, amended.

The Fire Code, Section 307.5 Attendance, is hereby amended to read as follows:

307.5 Attendance. Open burning, bonfires, recreational fires, and use of portable outdoor fireplaces shall be constantly attended until the fire is extinguished. Not fewer than one portable fire extinguisher complying with Section 906 with a minimum 4-A rating or other approved on-site fire-extinguishing equipment, such as dirt, sand, water barrel, garden hose, dozer, or water truck, shall be available for immediate utilization.

Sec. 8.04.231. Section 322 Lithium-ion and lithium metal battery storage, added.

The Fire Code, Section 322, Lithium-ion and lithium metal battery storage, is hereby added to read as follows:

Section 322 Lithium-ion and lithium metal battery storage.

322.1 General. The storage of lithium-ion and lithium metal batteries shall comply with Section 322.

Exceptions:

1. New or refurbished batteries installed in the equipment, devices or vehicles they are designed to power.
2. New or refurbished batteries packed for use with the equipment, devices or vehicles they are designed to power.
3. Batteries in original retail packaging that are rated at not more than 300 watt-hours for lithium-ion batteries or contain not more than 25 grams of lithium metal for lithium metal batteries.
4. Temporary storage of batteries or battery components during the battery manufacturing process prior to completion of final quality control checks.
5. Temporary storage of batteries during the vehicle manufacturing or repair process.

322.2 Permits. Permits shall be required for an accumulation of more than 15 cubic feet (0.42 m3) of lithium-ion and lithium metal batteries, other than batteries listed in the exceptions to Section 321.1, as set forth in Section 105.5.28.

322.3 Fire safety plan. A fire safety plan shall be provided in accordance with Section 404. In addition, the fire safety plan shall include emergency response actions to be taken upon detection of a fire or possible fire involving lithium-ion or lithium metal battery storage.

322.4 Storage requirements. Lithium-ion and lithium metal batteries shall be stored in accordance with Section 322.4.1 , 322.4.2 or 322.4.3, as applicable.

322.4.1 Limited indoor storage in containers. Not more than 15 cubic feet (0.42 m3) of lithium-ion or lithium metal batteries shall be permitted to be stored in containers in accordance with all of the following:

1. Containers shall be open top and constructed of noncombustible materials or shall be approved for battery collection.

2. Individual containers and groups of containers shall not exceed a capacity of 7.5 cubic feet (0.21 m3).

3. A second container or group of containers shall be separated by not less than 3 feet (914 mm) of open space or 10 feet (3048 mm) of space that contains combustible materials.

4. Containers shall be located not less than 5 feet (1524 mm) from exits or exit access doors.

322.4.2 Indoor storage areas. Indoor storage areas for lithium-ion and lithium metal batteries, other than those complying with Section 322.4.1, shall comply with Sections 322.4.2.1 through 322.4.2.6 .

322.4.2.1 Technical opinion and report. A technical opinion and report complying with Section 104.2.2 shall be prepared to evaluate the fire and explosion risks associated with the indoor storage area and to make recommendations for fire and explosion protection. The report shall be submitted to the fire code official and shall require the fire code official's approval prior to issuance of a permit. In addition to the requirements of Section 104.2.2, the technical opinion and report shall specifically evaluate the following:

1. The potential for deflagration of flammable gases released during a thermal runaway event.

2. The basis of design for an automatic sprinkler system or other approved fire suppression system. Such design basis shall reference relevant full-scale fire testing or another approved method of demonstrating sufficiency of the recommended design.

322.4.2.2 Construction requirements. Where indoor storage areas for lithium-ion and lithium metal batteries are located in a building with other uses, battery storage areas shall be separated from the remainder of the building by 2-hour rated fire barriers or horizontal assemblies. Fire barriers shall be constructed in accordance with Section 707 of the International Building Code, and horizontal assemblies shall be constructed in accordance with Section 711 of the International Building Code.

Exceptions:

1. Where battery storage is contained in one or more approved prefabricated portable structures providing a complete 2-hour fire-resistance-rated enclosure, fire barriers and horizontal assemblies are not required.

2. Where battery storage is limited to new batteries in packaging that has been demonstrated to and approved by the fire code official as sufficient to isolate a fire in packaging to the package interior, fire barriers and horizontal assemblies are not required.

322.4.2.3 Fire protection systems. Indoor storage areas for lithium-ion and lithium metal batteries shall be protected by an automatic sprinkler system complying with Section 903.3.1.1 or an approved alternative fire suppression system. The system design shall be based on recommendations in the approved technical opinion and report required by Section 322.4.2.1.

322.4.2.4 Fire alarm systems. Indoor storage areas for lithium-ion and lithium metal batteries shall be provided with an approved automatic fire detection and alarm system complying with Section 907. The fire detection system shall use air-aspirating smoke detection, radiant energy-sensing fire detection or both.

322.4.2.5 Explosion control. Where the approved technical opinion and report required by Section 322.4.2.1 recommends explosion control, explosion control complying with Section 911 shall be provided.

322.4.2.6 Reduced requirements for storage of partially charged batteries. Indoor storage areas for lithium-ion and lithium metal batteries with a demonstrated state of charge not exceeding 30 percent shall not be required to comply with Sections 322.4.2.1, 322.4.2.2 and 322.4.2.5, provided that procedures for limiting and verifying that the state of charge will not exceed 30 percent have been approved.

322.4.3 Outdoor storage. Outdoor storage of lithium-ion or lithium metal batteries shall comply with Sections 322.4.3.1 through 322.4.3.3.

322.4.3.1 Distance from storage to exposures. Outdoor storage of lithium-ion or lithium metal batteries, including storage beneath weather protection in accordance with Section 414.6.1 of the International Building Code, shall comply with one of the following:

1. Battery storage shall be located not less than 20 feet (6096 mm) from any building, lot line, public street, public alley, public way or means of egress.

2. Battery storage shall be located not less than 3 feet (914 mm) from any building, lot line, public street, public alley, public way or means of egress, where the battery storage is separated by a 2-hour fire-resistance-rated assembly without openings or penetrations and extending 5 feet (1524 mm) above and to the sides of the battery storage area.

3. Battery storage shall be located not less than 3 feet (914 mm) from any building, lot line, public street, public alley, public way or means of egress, where batteries are contained in approved, prefabricated portable structures providing a complete 2-hour fire-resistance-rated enclosure.

322.4.3.2 Storage area size limits and separation. Outdoor storage areas for lithium-ion or lithium metal batteries, including storage beneath weather protection in accordance with Section 414.6.1 of the International Building Code, shall not exceed 900 square feet (83.6 m2). The height of battery storage in such areas shall not exceed 10 feet (3048 mm). Multiple battery storage areas shall be separated from each other by not less than 10 feet (3048 mm) of open space.

322.4.3.3 Fire detection. Outdoor storage areas for lithium-ion or lithium metal batteries, regardless of whether such areas are open, under weather protection or in a prefabricated portable structure, shall be provided with an approved automatic fire detection and alarm system complying with Section 907. The fire detection system shall use radiant energy-sensing fire detection.

Sec. 8.04.232. Section 323, Powered micromobility devices. added.

The Fire Code, Section 323, Powered micromobility devices, is hereby added to read as follows:

Section 323 Powered micromobility devices

323.1 General. Lithium-ion and lithium metal battery powered micromobility devices shall be operated and maintained in accordance with this section.

Exceptions:

1. Storage, repair and charging in residential occupancies of powered mobility devices, provided that such devices are for personal use by its owner.
2. Charging of a single powered mobility device in any occupancy by its owner.

323.1.1 Prohibited locations. The use of a residential occupancy as a business for the charging of commercially owned powered micromobility devices as part of a rental or sales service shall not be permitted.

323.2 Battery chargers and equipment. Powered micromobility devices shall be charged in accordance with their listing and the manufacturer's instructions using only the original equipment manufacturer-supplied charging equipment or charging equipment in accordance with the listing and manufacturer's instructions.

323.3 Listing. Powered micromobility devices shall be listed and labeled in accordance with UL 2272 or UL 2849, as applicable.

323.4 Battery charging areas. Where approved, powered micromobility devices shall permitted to be charged in a room or area that complies with all of the following:

1. Only listed devices utilizing listed charging equipment shall be permitted to be charged.

2. Is provided with sufficient electrical receptacles to allow the charging equipment for each device to be directly connected to a receptacle. Extension cords and relocatable power taps shall not be used.

3. Storage of combustible materials, combustible waste or hazardous materials shall not be permitted.

4. The charging operation shall not be conducted in or obstruct any required means of egress.

5. Removable storage batteries shall not be stacked or charged in an enclosed cabinet unless the cabinet is specially designed and approved for such purpose.

6. A minimum distance of 18 inches (457.2 mm) shall be maintained between each removable storage battery during charging operations unless each battery is isolated from neighboring batteries by an approved fire-resistant material.

7. A minimum of 18 inches (457.2 mm) shall be maintained between the location of the battery on each powered micromobility device during charging operations.

8. The indoor room or area shall be protected by a fire alarm system utilizing air-aspirating smoke detectors or radiant energy-sensing fire detection.

322.5 Fire safety plan. A fire safety plan shall be provided in accordance with Section 403.10.6. In addition, the fire safety plan shall include emergency response actions to be taken upon detection of a fire or possible fire involving lithium-ion or lithium metal battery storage.

Sec. 8.04.240. Section 503.1, Fire apparatus access roads, where required, amended.

The Fire Code, Section 503.1, Fire apparatus access roads, where required, is hereby amended to read as follows:

503.1 Fire apparatus access roads, where required. Fire apparatus access roads shall be provided and maintained in accordance with Sections 503.1.1 through 503.1.3 and Appendix D.

Sec. 8.04.250. Section 503.1.4 Other fire lanes, added.

The Fire Code, Section 503.1.4 Other fire lanes, is hereby added as follows:

503.1.4 Other fire lanes. The fire code official is authorized to establish such other fire lanes as deemed necessary for the safe and adequate movement of fire trucks and apparatus.

Sec. 8.04.260. Section 503.1.5 Fire lanes near fire stations, added.

The Fire Code, Section 503.1.5 Fire lanes near fire stations, is hereby added as follows:

503.1.5 Fire lanes near fire stations. Fire lanes shall be established to prohibit parking within 20 feet of the driveway entrance to any fire station and on the side of the street opposite the entrance to any fire station within 75 feet of said entrance.

Sec. 8.04.270. Section 503.1.6 Fire lanes closures, added.

The Fire Code, Section 503.1.6 Fire lanes violations, is hereby added as follows:

503.1.6 Fire lane violations. It shall be unlawful for any owner, manager, or person in charge of any premises to abandon or close a fire lane without written permission of the fire code official.

Sec. 8.04.280. Section 503.2, Fire apparatus access roads, specifications, amended.

The Fire Code, Section 503.2, Fire apparatus access roads, specifications, is hereby amended to read as follows:

503.2 Specifications. Fire apparatus access roads shall be installed and arranged in accordance with Sections 503.2.1 through 503.2.8 and Appendix D.

Sec. 8.04.290. Section 503.2.1 Dimension, amended.

The Fire Code, Section 503.2.1 Dimension, is hereby amended to read as follows:

503.2.1 Dimensions. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet (6096 mm), exclusive of shoulders, except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than 14 feet (4267 mm).

Sec. 8.04.300. Section 503.2.3 Surfaces, amended.

The Fire Code, Section 503.2.3 Surfaces, is hereby amended as follows:

503.2.3 Surfaces. Fire apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus and shall be surfaced so as to provide all-weather driving capabilities. All fire lanes must be maintained and kept in a state of good repair at all times by the owner, manager, or person in charge of the premises and the City bears no responsibility for the maintenance thereof.

Sec. 8.04.310. Section 503.2.4 Turning Radius, amended.

The Fire Code, Section 503.2.4 Turning Radius, is hereby amended to read as follows:

503.2.4 Turning Radius. The required turning radius of a fire apparatus access road shall be 25 feet for the inside radius and 50 feet for the outside radius, or as otherwise determined by the fire code official in accordance with Section 104.9 or 104.10.

Sec. 8.04.320. Section 503.3 Marking, amended.

The Fire Code, Section 503.3 Marking, is hereby amended to read as follows:

503.3 Marking. Where required by the fire code official, approved signs or other approved notices or markings that include the words "NO PARKING", "FIRE LANE", and "TOW-AWAY ZONE" shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. The means by which fire lanes are designated shall be maintained in a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility.

Sec. 8.04.330. Section 503.3.1 Responsibility to Maintain, added.

The Fire Code, Section 503.3 Responsibly, is hereby added to read as follows:

503.3.1 Responsibility to Maintain. The owner, manager, or person in charge of any building or property to which fire lanes have been approved or required by the fire code official shall mark and maintain said fire lanes.

Sec. 8.04.340. Section 503.3.2 Details of fire lane marking, added.

The Fire Code, Section 503.3.2 Details of fire lane marking, is hereby added to read as follows:

503.3.2 Details of fire lane marking.

1. All curbs and curb ends shall be painted red with four-inch white lettering stating "FIRE LANE—TOW AWAY ZONE". The words "FIRE LANE" by themselves are not acceptable. Wording may not be spaced more than 30 feet apart.
2. In areas where fire lanes are required but no continuous curb is available, one of the following methods shall be used, in conjunction with the curb markings, to indicate that the fire lane is continuous:

Option 1: A sign 12-inches wide and 18-inches in height with red lettering on a white reflective background and border in red stating "FIRE LANE - TOW AWAY ZONE". The words "FIRE LANE" by themselves are not acceptable. Sign shall be mounted conspicuously along the edge of the fire lane. Sign must be spaced no more than 30 feet apart at a minimum height of to 7 feet above finished grade.

Option 2: From the point the fire lane begins to the point the fire lane ends, including behind all parking spaces which adjoin a fire lane, shall be marked with one continuous six to eight-inch red stripe painted on the drive surface behind the parking spaces. All curbing adjoining a fire lane must be painted red.

Sec. 8.04.350. Section 503.3.3 Certain Subdivision Street fire lanes, added.

The Fire Code, Section 503.3.3 Certain Subdivision street fire lanes is here added to read as follows:

503.3.3 Certain subdivision street fire lanes. In subdivision streets where parking is not allowed on one side or both sides of the street, fire lanes are required and shall be marked and maintained in the following manner: private streets can choose either option 1 or 2. Public streets must do option 2.

1. A sign 12-inches wide and 18-inches in height with red lettering on a white reflective background and border in red stating "fire lane - tow away zone",. The words "fire lane" by themselves are not acceptable. Sign shall be mounted conspicuously along the edge of the fire lane. Sign must be at the beginning of a street and spaced no more than 275 feet apart at a minimum height of 7 feet above finished grade.

2. Red stripes and curbs will contain the wording "NO PARKING - FIRE LANE" or "FIRE LANE - TOW AWAY ZONE" or combination of similar wording painted in is four-inch white letters, the words "FIRE LANE" by itself is not acceptable. Wording must not be spaced more than 30 feet apart.

Sec. 8.04.360. Section 503.3.4 Unlawful, added.

The Fire Code, Section 503.3.4 Unlawful, is hereby added to read as follows:

503.3.4 Unlawful. It is unlawful for any person to attempt or in fact alter, destroy, deface, injure, knock down or remove any sign designating a fire lane or tow-away zone or curb marking erected under the terms of this Code.

Sec. 8.04.370. Section 503.4 Obstruction of fire apparatus access roads, amended.

The Fire Code, Section 503.4, Obstruction of fire apparatus access roads, is hereby amended to read as follows:

503.4 Obstruction of fire apparatus access roads. It is unlawful for any person to park, place, allow, permit, or cause to be parked, placed, or remain unattended, any vehicle or similar obstruction within or upon an area designated as fire lane marked by an appropriate sign or curb marking. Any vehicle or similar obstruction found parked or unoccupied within an area designated as a fire lane as required by this section is declared a nuisance and may be towed without notice. Any such vehicle or similar obstruction parked or unoccupied in such a manner as to obstruct in whole or in part any such fire lane shall be prima facie evidence that the registered owner unlawfully parked, placed, or permitted to be parked or placed such obstruction within a fire lane. The records of the Texas Department of Motor Vehicles showing the name of the person to whom the highway license or boat or trailer license is issued shall constitute prima facie evidence of ownership by the named persons. The minimum widths and clearances established in sections 503.2.1 and 503.2.2 shall be maintained at all times.

Sec. 8.04.380. Section 503.4.2 Enforcement, added.

The Fire Code, Section 503.4.2 Enforcement, is hereby added to read as follows:

503.4.2 Enforcement. The fire chief, fire code official, the chief of police, or their designees are authorized to issue parking citations for any vehicle or similar obstruction. Unauthorized vehicles or obstructions may be removed by towing without further notice. Such vehicle or obstruction may be redeemed by payment of the towage and storage charges at the owner's expense. No parking citations shall be voided nor shall the violator be relieved of any penalty assessed by a judge of the municipal court for any violation of this provision by the redemption of the vehicle or obstruction from the storage facility.

Sec. 8.04.390. Section 503.7 Construction Fire Lanes, added.

The Fire Code, Section 503.7 Construction Fire Lanes, is hereby added to read as follows:

503.7 Construction. The contractor or person in charge of any construction site for commercial, industrial, mercantile, education, instructional, assembly, hotel, motel, multifamily dwelling, or mobile home park occupancies or for any other development for which the fire code official deems appropriate, shall provide and maintain during construction an approved all-weather fire lane, not less than 20 feet in width, as shown on approved plot plans. Final paving of such fire lane shall be completed prior to issuance of any certificate of occupancy.

Sec. 8.04.400. Section 503.8 Traffic control signaling devices, added.

The Fire Code, Section 503.8 Traffic control signaling devices, is hereby added to read as follows:

503.8 Traffic control signaling devices. Fire apparatus access roads, which have new electronic traffic control signaling devices installed, shall include preemptive control equipment compatible with the fire department's existing system.

Sec. 8.04.410. Section 505.1.1 Address Signs, Letter and Number Size, added.

The Fire Code, Section 505.1.1 Address Identification, is hereby added to read as follows:

505.1.1 Address signs, letter, and number size. Address numbers shall be a minimum of four inches in height and shall be of a color contrasting with the color of the structure to which they are attached. The following guidelines shall be used to determine the size of address numbers required when attaching numbers to structures set back from the roadway with an unobstructed view:

DISTANCE FROM CENTERLINE OF ROADWAY TO STRUCTURE BEARING ADDRESS	SIZE OF ADDRESS NUMBERS
0—75 FEET	4—12 INCHES
75—150 FEET	12—20 INCHES
150—225 FEET	20—28 INCHES
OVER 225	APPROVAL OF BUILDING OFFICIAL

Sec. 8.04.420. Section 507.1, Required water supply, amended.

The Fire Code, Section 507.1, Required water supply, is hereby amended to read as follows:

507.1 Required water supply. An approved water supply capable of supplying the required fire flow for fire protection shall be provided to premises on which facilities, buildings, or portions of buildings are hereafter constructed or moved into or within the jurisdiction. Where property is subdivided with or without the creation of public or private streets for the expressed purpose of providing said subdivided parcels for sale or otherwise permitting separate and/or individual development to occur, an approved water supply capable of supplying the projected fire flow for fire protection shall be provided and extended to serve directly any and all subdivided properties. The projected fire flow will be based on the greatest potential demand posed by any type of occupancy allowed by zoning laws on the projected property.

Exception: Additions to existing and newly constructed one- and two-family homes located in areas having substandard water supplies, where the development of full fire-flow is impractical, shall comply with the provisions of Appendix B Section B103 with the approval of the fire code official.

Sec. 8.04.425. Section 507.1.1. Reclaimed or recycled water, added.

The Fire Code, Section 507.1. Reclaimed or recycled water, is hereby added to read as follows:

507.1.1 Reclaimed or recycled water. Where the water supply contains reclaimed water or recycled water, the water shall be analyzed to evaluate any health hazard and to determine whether any materials, chemicals or contaminants in the water will be detrimental to the components of the fire water supply or fire-extinguishing systems. A report shall be submitted to the fire code official for approval prior to acceptance as fulfilling the requirement for water supply.

Sec. 8.04.430. Section 507.2.1, Private Fire Service Mains, amended.

The Fire Code, Section 507.2.1, Private Fire Service Mains, is hereby amended to read as follows:

507.2.1 Private fire service mains. Private fire service mains and appurtenances shall be installed in accordance with NFPA 24. The installation of all private fire lines shall be by a sprinkler contractor registration underground (SGR-U) licensed company.

Sec. 8.04.440. Section 507.2.1.1, Flushing, added.

The Fire Code, Section 507.2.1.1, Flushing, is hereby added to read as follows:

507.2.1.1 Flushing. All private service mains, including lead-ins and remote Fire Department connections, shall be fully flushed per NFPA 24 guidelines before hydrostatically testing the line. Flushing shall be through and open pipe for the lead-ins and Fire Department connections. The open pipe shall be of the minimum size outlined in NFPA 24 and not reduced. Private fire service mains serving only hydrants shall be flushed through the 5.25" hydrant outlet.

Sec. 8.04.450. Section 507.3 Fire flow, amended.

The Fire Code, Section 507.3 Fire flow, is hereby amended to read as follows:

507.3 Fire flow. Fire-flow requirements for buildings or portions of buildings and facilities shall be determined by an approved method, and in accordance with Appendix B.

Sec. 8.04.460. Section 507.5, Fire hydrant systems, amended.

The Fire Code, Section 507.5, Fire hydrant systems, is hereby amended to read as follows:

507.5 Fire hydrant systems. Fire hydrant systems shall comply with Sections 507.5.1 through 507.5.6 and Appendix C.

Sec. 8.04.470. Section 507.5.7 City of Georgetown Fire Hydrant Color Code System, added.

The Fire Code, Section 507.5.7 City of Georgetown Fire Hydrant Color Code System, is hereby added to read as follows:

507.5.7 City of Georgetown Fire Hydrant Color Code System. Private fire hydrant maintenance shall be in accordance with NFPA 291.

A. All private hydrant barrels will be painted red with the bonnet painted using the hydrant flow standard in paragraph c of this section to indicate flow. It will be the customer's responsibility to test and maintain their private fire hydrant(s).

B. Hydrants that are fed from a private fire protection system pump/or storage tank shall be chrome yellow.

C. NON-POTABLE WATER HYDRANT SHALL BE PAINTED SAFETY PURPLE.

D. All private fire hydrants should be inspected, maintained, and flow-tested annually and color coded to indicate the expected fire flow from the hydrant during normal operation. Such color applied to the fire hydrant by painting the bonnet the appropriate color for the expected flow condition.

E. **Hydrant flow coding standards.** Public hydrants will have the bonnets painted silver, the hydrants will be flow tested, and the bonnet painted based on residual pressure of 20 PSI, using the hydrant flow standard in as follows:

FLOW	COLOR
GREATER THAN 1500 GPM	BLUE
1000—1500 GPM	GREEN
500—999 GPM	ORANGE
LESS THAN 500 GPM	RED
NOT WORKING	BLACK OR BAGGED

Sec. 8.04.480. Subsection 507.5.8, Reflective pavement markers, added.

The Fire Code, Section 507.5.8, Reflective pavement markers, is hereby added to reads as follows:

507.5.8 Reflective pavement markers. All fire hydrants shall be identified by the installation of approved blue reflective pavement markers.

Sec. 8.04.490. Subsection 509.1.2, Sign Exhibits, added.

The Fire Code, Section 509.1.1 Sign Exhibits, is hereby added and reads as follows:

509.1.1 Sign exhibits. *See* the City's Fire Department signage criteria manual.

Sec. 8.04.500. Subsection 509.1.3, Electrical service shutoff access, added.

The Fire Code, Section 509.1.2, Electrical service shutoff access, is hereby added and reads as follows:

509.1.2 Electrical service shutoff access. Where electrical service shut off controls are located inside a building, a door providing direct access from the exterior to the room containing such shut off controls shall be provided where required by the fire code official. At the discretion of the fire code official, a remote shunt trip may be required may be installed to disconnect electrical services.

Sec. 8.04.505. Section 510, Emergency responder communications coverage, amended.

The Fire Code, Section 510, Emergency responder communications coverage, is hereby amended to read as follows:

SECTION 510

EMERGENCY RESPONDER COMMUNICATIONS COVERAGE

510.1 Emergency responder communications coverage in new buildings. Approved in-building emergency responder communications coverage for emergency responders shall be provided in all new buildings. ERCES within the building shall be based on the existing coverage levels of the public safety communications systems utilized by the jurisdiction, measured at the exterior of the building. The ERCES, where required, shall be of a type determined by the fire code official and the frequency license holder(s). This section shall not require improvement of the existing public safety communications systems.

Exceptions:

1. Where approved by the building official and the fire code official, a wired communications system in accordance with Section 907.2.13.2 shall be permitted to be installed or maintained instead of an approved communications coverage system.

2. Where it is determined by the fire code official and the frequency license holder that the communications coverage system is not needed based on existing in-building signal strength, quality, and coverage from the public safety communications system(s).

3. In facilities where emergency responder communications coverage is required and such systems, components, or equipment required could have a negative impact on the normal operations of that facility, the fire code official shall have the authority to accept an automatically activated emergency responder communications coverage system.

4. One-story buildings not exceeding 12,000 square feet (1115 m^2) with no below-ground area(s).

510.1.1 Radio frequency (RF) evaluation. A radio frequency (RF) evaluation shall be performed to determine if existing (RF) coverage by the public safety communications system(s) utilized by the jurisdiction exists within the building to meet the signal coverage, strength and quality requirements of NFPA 1225 prior to requiring the installation and operation of an emergency responder communications enhancement system.

510.2 Emergency responder communications coverage in existing buildings.

Existing buildings shall be provided with approved in-building emergency responder communications coverage for emergency responders as required in Chapter 11.

510.3 Permits.

Permits for in-building emergency responder communications enhancement systems shall be in accordance with Sections 510.3.1 and 510.3.2.

510.3.1 Permit required.

A construction permit for the installation of or modification to in-building emergency responder communications enhancement systems and related equipment is required as specified in Section 105.6.5. Maintenance performed in accordance with this code is not considered a modification and does not require a permit.

510.3.2 Operational permit.

Where required by the fire code official, an operational permit shall be issued for the operation of an in-building emergency responder communications enhancement system.

510.4 Technical and design requirements.

The in-building emergency responder communications enhancement system shall be designed in accordance with this code and NFPA 1225.

510.4.1 **Listing.**

Equipment required to provide in-building emergency responder communications enhancement shall be listed in accordance with UL 2524.

510.4.2 Signal strength and quality.

Signal strength shall be sufficient to meet the requirements of the frequencies, applications, and other modulation technologies being utilized by public safety for emergency operations through the coverage area as specified by the fire code official in Section 510.4.2.2.

510.4.2.1 Minimum signal strength into the building.

The minimum downlink signal strength shall be sufficient to provide usable voice communications throughout the coverage area as specified by the fire code official. The downlink signal level shall be sufficient to provide not less than a Delivered Audio Quality (DAQ) of 3.0 throughout the coverage area using either narrowband analog, digital or wideband LTE signals or an equivalent bit error rate (BER), or signal-to-interference-plus-noise ratio (SINR) applicable to the technology for either analog or digital signals.

510.4.2.2 Minimum signal strength out of the building. The minimum uplink signal strength shall be sufficient to provide usable voice communications throughout the coverage area as specified by the fire code official. The uplink signal level shall be sufficient to provide not less than a delivered audio quality (DAQ) of 3.0 using either narrowband analog, digital or wideband LTE digital signals or an equivalent bit error rate (BER), or an equivalent SINR applicable to the technology for either analog or digital signals.

510.4.3 Single supervisory input.

Where approved, a single supervisory input to the fire alarm system to monitor all system supervisory signals shall be permitted.

510.4.4 Additional frequencies and change of frequencies.

The in-building emergency responder communications enhancement system shall be capable of modification or expansion in the event frequency changes are required by the FCC or other frequency licensing authorities, or additional frequencies are made available by the FCC or other frequency licensing authorities.

510.4.5 Design documents.

The fire code official shall have the authority to require “as-built” design documents and specifications for in-building emergency responder communications enhancement systems. The documents shall be in a format acceptable to the fire code official.

510.4.6 Noise interference.

Where a signal booster is used, signal booster type(s) and the uplink signal and noise levels shall be coordinated with and approved by all frequency license holder(s) that may be adversely impacted by any transmitted noise resulting from the in-building emergency responder communications enhancement system. Systems shall be in compliance with all frequency licensing authority requirements.

510.5 Installation requirements.

The installation of the in-building emergency responder communications enhancement system shall be in accordance with NFPA 1225 and Sections 510.5.2 through 510.5.5.

510.5.2 Approval prior to installation.

Communications enhancement systems capable of operating on frequencies licensed to any public safety agency by the FCC or other frequency licensing authority shall not be installed without prior coordination and approval of the fire code official and frequency license holder.

510.5.3 Minimum qualifications of personnel. The minimum qualifications for technical competency of the system designer, and lead installation, maintenance and testing personnel shall include the following:

1. Certification or licensing of in-building system training issued by an approved organization or approved school, or a

2. A certificate issued by the manufacturer of the equipment being installed.

510.6 Testing and maintenance.

The in-building emergency responder communications enhancement system shall be maintained operational at all times in accordance with this code and NFPA 1225.

510.6.1 System testing and proof of compliance.

The testing of the in-building, emergency responder communication enhancement system shall be in accordance with NFPA 1225.

510.6.2 Additional frequencies.

The building owner shall modify or expand the in-building emergency responder communications enhancement system at their expense in the event frequency changes are required by the FCC or other radio licensing authority, or additional frequencies are made available by the FCC or other radio licensing authority. Prior approval of an in-building emergency responder communications enhancement system on previous frequencies does not exempt this section.

510.6.3 **Field testing.** Agency personnel shall have the right to enter onto the property at any reasonable time to conduct field testing to verify the required level of radio coverage.

Sec. 8.04.510. Section 520, Automated External defibrillator (AED) Requirements, added.

The Fire Code, Section 520, Automated External defibrillator (AED) Requirements, is hereby added and reads as follows:

520 Automated External Defibrillator (AED) Requirements

520.1 General. A person or entity that owns or possesses an AED excludes vendors or dealers that own or possess AEDs solely for resale.

520.2 Duties of AED owner. Any person who presently owns or acquires an AED on or after the effective date of this amendment, other than vendors or dealers of AEDs owning or possessing AEDs solely for resale purposes, shall comply with the obligations in subsections 520.2.1 through 520.4 and Texas Health & Safety Occupations Code Chapter 779.

520.2.1 Register the AED with the Georgetown Fire Department. All AED owners shall register the AED with the Georgetown Fire Department. The registration shall include information about AED locations, the names of all persons expected to operate the AED, and dates of training. A form will be provided by the Georgetown Fire Department.

520.2.2 Maintenance and storage. All AED owners shall inspect, test, store, maintain, and service the AED in accordance will all federal and state laws and regulations, and in accordance with any standards established by the AED manufacturer.

520.2.2 AED use. AED owners shall notify the Georgetown Fire Department as soon as possible, but in no event later than 24 hours following any use of the AED, and provide the Georgetown Fire Department with information relevant to the incident, including but not limited to the date, time and location of use, name of person the AED was used upon, the printout from the AED, and the nature of other emergency response to the incident, including the name and address of any hospital, clinic, or medical provider to which the person was transported following the AED use.

520.3 Use and possession for training purposes. Any AED possessed and used solely for demonstration or training purposes, and which would not be operational in an actual emergency use situation shall be exempt from the registration requirements of this section. Any such AED shall be clearly marked on its exterior and readily identifiable as not appropriate for emergency use.

520.4 AED sales. All persons selling an AED within the City, or which may reasonably be anticipated to be used within the City, shall:

520.4.1 Report of the sale of the AED to the Georgetown Fire Department. The information to be reported shall include the date of the sale, manufacturer, model, and serial number of the AED sold, the name and address of the seller, and the name and address of the purchaser, whether the AED sold is new or previously used, and if known, the location where the AED is to be placed; and

520.4.2 Purchaser compliance with law. The purchaser shall maintain evidence that it has or will have complied with the training and other requirements of this title at the time of transfer of the AED to the purchaser for deployment and use by the purchaser.

Sec. 8.04.515. Section 611, Electric Vehicle Charging Equipment Stations, added.

The Fire Code, Section 611, Electric Vehicle Charging Equipment Stations, added.

SECTION 611

ELECTRIC VEHICLE CHARGING EQUIPMENT STATIONS

611.1 Disconnecting Means. For permanently connected electric vehicle supply equipment and wireless power transfer equipment, equipment disconnects, and emergency shutoff shall be installed in a location approved by the fire code official in accordance with NFPA 70, 2026 Edition, Section 625.43.

Sec. 8.04.520. Section 901.2.1 Hydraulic Calculations, added.

The Fire Code, Section 901.2.1 Hydraulic Calculations, is hereby added to read as follows:

901.2.1 Hydraulic calculations. Hydraulic calculations for water-based fire protection systems shall provide a safety factor at the base of the riser. The following are the minimal safety factors required.

1. Residential 13D AND 13R - 10% OR 5 PSI - (lesser of the system demand)
2. Commercial NFPA 13 - LIGHT HAZARD - 10% OR 5 PSI - (lesser of the system demand)
3. Commercial NFPA 13 - ORDINARY HAZARD AND ABOVE - 10 PSI OR 10% (whichever is greater)
4. Standpipe and hose systems NFPA 14 - 10 PSI OR 10% (whichever is greater)
5. Water spray fixed systems NFPA 15 - 10 PSI OR 10% (whichever is greater)
6. Foam water sprinkler and foam water spray systems NFPA 16 - 10 PSI OR 10% (whichever is greater)

Exception: A safety factor less than those defined in this section may be approved by the fire code official only if historical water supply data is available to demonstrate that the reasonable expected fluctuations will not cause the water supply to fall below the system demand.

Sec. 8.04.530. Subsection 901.4.7.1.1, Automatic sprinkler riser location, added.

The Fire Code, Subsection 901.4.7.1.1, Automatic sprinkler riser location, is hereby added to read as follows:

901.4.7.1.1 Automatic sprinkler system riser location. Automatic sprinkler system riser shall be installed within a building with an exterior door that leads directly into the room containing the fire sprinkler riser and shut off controls.

Sec. 8.04.540. Subsection 903.2.1.1, Group A-1, amended.

The Fire Code, Subsection 903.2.1.1, Group A-1, is hereby amended to read as follows:

903.2.1.1 Group A-1. An automatic sprinkler system shall be provided throughout stories containing Group A-1 occupancies and throughout all stories from the Group A-1 occupancy to and including the levels of exit discharge serving that occupancy where one of the following conditions exists:

1. The fire area exceeds 5,000 square feet (464.5 m2);
2. The fire area has an occupant load of 300 or more;
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies; or
4. The fire area contains a multiple-theater complex.

Sec. 8.04.550. Subsection 903.2.1.3, Group A-3, amended.

The Fire Code, Subsection 903.2.1.3, Group A-3, is hereby amended to read as follows:

903.2.1.3 Group A-3. An automatic sprinkler system shall be provided throughout stories containing Group A-3 occupancies and throughout all stories from the Group A-3 occupancy to and including the levels of exit discharge serving that occupancy where one of the following conditions exists:

1. The fire area exceeds 5,000 square feet (464.5 m2);
2. The fire area has an occupant load of 300 or more; or
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.

Sec. 8.04.560. Subsection 903.2.1.4, Group A-4, amended.

The Fire Code, Subsection 903.2.1.4, Group A-4, is hereby amended to read as follows:

903.2.1.4 Group A-4. An automatic sprinkler system shall be provided throughout stories containing Group A-4 occupancies and throughout all stories from the Group A-4 occupancy to and including the levels of exit discharge serving that occupancy where one of the following conditions exists:

1. The fire area exceeds 5,000 square feet (464.5 m2);
2. The fire area has an occupant load of 300 or more; or
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.

Sec. 8.04.570. Section 903.2.2 Group B, amended.

The Fire Code, Section 903.2.2 is hereby amended to read as follows:

903.2.2 Group B. An automatic sprinkler system shall be provided for Group B occupancies where the fire area exceeds 10,000 square feet (929 m2).

903.2.2.1 Ambulatory Care Facilities. An automatic sprinkler system shall be installed throughout the entire floor containing an ambulatory care facility where either of the following conditions exist at any time:

Four or more care recipients are incapable of self-preservation, whether rendered incapable by staff or staff has accepted responsibility for care recipients already incapable.

One or more care recipients that are incapable of self-preservation are located at other than the level of exit discharge serving such facility.

In buildings where ambulatory care is provided on levels other than the level of exit discharge, an automatic sprinkler system shall be installed throughout the entire floor where such care is provided as well as all floors between the level of ambulatory care and the nearest level of exit discharge, including the level of exit discharge.

903.2.2.2 Animal housing or care facilities. An automatic sprinkler system in accordance with section 903.3 and 903.4 shall be provided in fire areas containing an animal housing or care facility when the animals are not provided with constant supervision. The following exceptions apply to this requirement:

Exceptions:

1. An automatic sprinkler system is not required in animal housing or care facilities serving 50 or fewer animals where all of the following conditions are met:
    A. Walls and ceilings have a class A finish as specified in section 803; and
    B. The facility is provided with a supervised fire alarm system in accordance with section 907.2.2.2.
2. An automatic sprinkler system is not required in animal housing or care facilities serving 100 or fewer animals where all of the following conditions are met:
    A. The facility is of 1-hour fire resistive construction on both sides of the boundary walls of the kennel area;
    B. Walls and ceilings have a class A finish as specified in section 803; and
    C. The facility is provided with a supervised fire alarm system in accordance with section 907.2.2.2.

3. An automatic sprinkler system is not required in animal housing or care facilities where every animal has immediate and unobstructed access to an exterior area of safety approved by the fire code official and the facility is provided with a supervised fire alarm system in accordance with section 907.2.2.2.

903.2.2.3 Laboratories involving research and development or testing. An automatic sprinkler system shall be installed throughout the fire areas utilized for the research and development or testing of lithium-ion or lithium metal batteries.

Sec. 8.04.580. Subsection 903.2.3, Group E, amended.

The Fire Code, Subsection 903.2.3, Group E, is hereby amended to read as follows:

903.2.3 Group E. An automatic sprinkler system shall be provided for Group E occupancies as follows:

1. Throughout all Group E fire areas greater than 7,500 square feet (696.8 m2) in area.
2. The Group E fire area is located on a floor other than a level of exit discharge serving such occupancies.

Exception: In buildings where every classroom has not fewer than one exterior exit door at ground level, an automatic sprinkler system is not required in any area below the lowest level of exit discharge serving that area.

Sec. 8.04.590. Subsection 903.2.4 Group F-1, amended.

The Fire Code, Section 903.2.4 Group F-1, is hereby amended to read as follows:

903.2.4 Group F-1. An automatic sprinkler system shall be provided throughout all buildings containing a Group F-1 occupancy where one of the following conditions exists:

1. A Group F-1 fire area exceeds 5,000 square feet (464.5 m2).
2. A Group F-1 fire area is located more than three stories above grade plane.
3. The combined area of all Group F-1 fire areas on all floors, including any mezzanines, exceeds 10,000 square feet (929 m2).

903.2.4.1 Woodworking operations. An automatic sprinkler system shall be provided throughout all Group F-1 occupancy *fire areas* that contain woodworking operations in excess of 2,500 square feet (232 m2) in area that generate finely divided combustible waste or use finely divided combustible materials.

903.2.4.2 Group F-1 distilled spirits. An automatic sprinkler system shall be provided throughout a Group F-1 fire area used for the manufacture of distilled spirits.

903.2.4.3 Group F-1 upholstered furniture or mattresses. An *automatic sprinkler system* shall be provided throughout a Group F-1 *fire area* that exceeds 2,500 square feet (232 m2) used for the manufacture of upholstered furniture or mattresses.

Sec. 8.04.600. Subsection 903.2.7 Group M, amended.

The Fire Code, Section 903.2.6 Group M, is hereby amended to read as follows:

903.2.7 Group M. An automatic sprinkler system shall be provided throughout buildings containing a Group M occupancy where one of the following conditions exists:

1. A Group M fire area exceeds 10,000 square feet (929 m2).
2. A Group M fire area is located above or below the first floor above grade plane.
3. The combined area of all Group M fire areas on all floors, including any mezzanines, exceeds 20,000 square feet (1858 m2).

903.2.7.1 High-piled storage. An *automatic sprinkler system* shall be provided as required in Chapter 32 in all buildings of Group M where storage of merchandise is in high-piled or rack storage arrays.

903.2.7.2 Group M upholstered furniture or mattresses. An *automatic sprinkler system* shall be provided throughout a Group M *fire area* where the area used for the display and sale of upholstered furniture or mattresses exceeds 5,000 square feet (464 m2).

Sec. 8.04.610. Subsection 903.2.8.5 Bed and Breakfast, added.

The Fire Code, Subsection 903.2.8.5 Bed and Breakfast, is hereby added to read as follows:

903.2.8.5 Bed and Breakfast. An automatic sprinkler system in accordance with section 903.3 shall be provided throughout all buildings with a group R fire area. Exceptions shall apply solely to existing residential structures that meet one of the following conditions:

1. Bed and Breakfast residence:
    A. Less than 3 guestrooms with maximum occupancy of 4 guests;
    B. All guestrooms with direct secondary egress;
    C. Smoke alarms as required by this Code or the building code;
    D. Carbon monoxide alarms where required by this Code or the building code;
    E. Monitored alarm system; and
    F. Fire extinguishers.
2. Bed and Breakfast inn:
    A. 3-5 guestrooms with maximum occupancy of more than 4 and less than 10 guests;
    B. 13-D sprinkler system throughout the structure;
    C. All guest rooms with direct secondary egress;
    D. Smoke alarms as required by this Code or the building code;
    E. Carbon monoxide alarms where required by this Code or the building code;
    F. Monitored alarm system; and
    G. Self-closing guestroom doors.
3. Bed and Breakfast lodge:
    A. 6-8 guestrooms with a maximum occupancy of 16 guests;
    B. 13-R sprinkler system throughout the structure;
    C. All guestrooms with direct secondary egress;
    D. Smoke alarms as required by this code or the building code;
    E. Carbon monoxide alarms where required by this code or the building code;
    F. Monitored alarm system;
    G. Self-closing guestroom doors; and
    H. Commercial hood system and pull stations.

Sec. 8.04.620. Subsection 903.2.9, Group S-1, amended.

The Fire Code, Subsection 903.2.9, Group S-1, is hereby amended to read as follows:

903.2.9 Group S-1. An automatic sprinkler system shall be provided throughout all buildings containing a Group S-1 occupancy where one of the following conditions exists:

1. A Group S-1 fire area exceeds 5,000 square feet (464.5 m2);
2. A Group S-1 fire area is located above the first floor above or below grade plane;
3. The combined area of all Group S-1 fire areas on all floors, including any mezzanines, exceeds 20,000 square feet (1858 m2); or
4. A Group S-1 fire area used for the storage of commercial motor vehicles where the fire area exceeds 5,000 square feet (464 m2).

Sec. 8.04.630. Subsection 903.2.9.1 Repair Garages, amended.

The Fire Code, Subsection 903.2.9.1 Repair Garages, is hereby amended to read as follows:

903.2.9.1 Repair garages. An automatic sprinkler system shall be provided throughout all buildings used as repair garages in accordance with Section 406.8 of the International Building Code, as shown:

1. Buildings having two or more stories above grade plane, including basements, with a fire area containing a repair garage exceeding 5,000 square feet (464.5 m2).
2. Buildings no more than one story above grade plane, with a fire area containing a repair garage exceeding 5,000 square feet (464.5 m2).
3. Buildings with repair garages servicing vehicles parked in basements.
4. A Group S-1 fire area used for the repair of commercial motor vehicles where the fire area exceeds 5,000 square feet (464 m2).

Sec. 8.04.635. Subsection 903.2.10.3, Lithium-ion or lithium metal powered vehicles, added.

The Fire Code, Subsection 903.2.10.3, Lithium-ion or lithium metal powered vehicles, is hereby added to read as follows:

903.2.10.3 Lithium-ion or lithium metal powered vehicles. An approved automatic sprinkler system shall be provided throughout fire areas used for the parking or storage of lithium-ion or lithium metal powered vehicles where the fire area exceeds 500 square feet (46.4 m2).

Exception: Residential garages in one- and two-family dwellings.

Sec. 8.04.640. Subsection 903.2.11.3, Buildings three or more stories in height, amended.

The Fire Code, Section 903.2.11.3, is hereby amended to read as follows:

903.2.11.3 Buildings three or more stories in height. An automatic sprinkler system shall be installed throughout buildings three or more stories in height.

Exception: Open parking structures (Group S-2) that are compliant with section 903.2.10 of this Code.

Sec. 8.04.650. Section 903.3.1.1.1 Exempt locations, amended.

The Fire Code, Section 903.3.1.1.1, Exempt locations, is hereby amended to read as follows:

903.3.1.1.1 Exempt locations. Automatic sprinklers shall not be required in the following rooms or areas where such rooms or areas are protected with an approved automatic fire detection system in accordance with Section 907.2 that will respond to visible or invisible particles of combustion:

1. A room where the application of water, or flame and water, constitutes a serious life or fire hazard as approved by the fire code official;
2. A room or space where sprinklers are considered undesirable because of the nature of the contents, where approved by the fire code official;
3. Generator and transformer rooms separated from the remainder of the building by walls and floor/ceiling or roof/ceiling assemblies having a fire-resistance rating of not less than 2 hours;
4. Rooms or areas that are of noncombustible construction with wholly noncombustible contents;
5. Fire service access elevator machine rooms and machinery spaces; and
6. Machine rooms, machinery spaces, control rooms and control spaces associated with occupant evacuation elevators designed in accordance with Section 3008 of the International Building Code.

Sprinklers shall not be omitted from a room merely because it is damp, of fire-resistance-rated construction, or contains electrical equipment.

Sec. 8.04.655. Section 903.3.1.1.3, Lithium-ion or lithium metal batteries, added.

The Fire Code, Section 903.3.1.1.3, Lithium-ion or lithium metal batteries, is hereby added to read as follows:

903.3.1.1.3 Lithium-Ion or lithium metal batteries.

Where automatic sprinkler systems are required by this code for areas containing lithium-ion or lithium metal batteries, the design of the system shall be based on a series of fire tests. Such tests shall be conducted or witnessed and reported by an approved testing laboratory. A report prepared by a registered design professional with expertise in fire protection engineering shall be provided to the fire code official for review and approval in accordance with Section 104.2.2 and shall address the range of variables associated with the intended arrangement of the hazards to be protected.

Sec. 8.04.660. Subsection 903.3.1.3, NFPA 13D sprinkler systems, amended.

The Fire Code, Subsection 903.3.1.3, NFPA 13D sprinkler systems, is hereby amended to read as follows:

903.3.1.3 NFPA 13D sprinkler systems. Automatic sprinkler systems installed in one- and two-family dwellings; Group R-3; Group R-4, Condition 1; townhouses, and bed and breakfast occupancies with a maximum occupancy of 10 guests shall be permitted to be installed throughout in accordance with NFPA 13D.

Sec. 8.04.670. Subsection 903.3.9, Backflow protection, added.

The Fire Code, Subsection 903.3.9, Backflow protection, is hereby added as follows:

903.3.9 Backflow protection. Modifications to water-based fire protection systems without backflow protection will require the installation of a backflow preventer per the City of Georgetown's plumbing code. All fire protection systems with a FDC shall have a reduced pressure zone or reduced pressure detector assembly installed.

Sec. 8.04.680. Section 903.4, Sprinkler System Supervision and Alarms, amended.

The Fire Code, Section 903.4, Sprinkler System Supervision and Alarms, is hereby amended to read as follows:

903.4 Sprinkler system supervision and alarms. Valves controlling the water supply for automatic sprinkler systems, pumps, tanks, water levels and temperatures, critical air pressures and waterflow switches on all sprinkler systems shall be electrically supervised by a listed fire alarm control unit.

Exceptions:

1. *Automatic sprinkler systems* protecting one- and two-family *dwellings.*
2. Limited area sprinkler systems in accordance with Section 903.3.8.
3. *Automatic sprinkler systems* installed in accordance with NFPA 13R where a common supply main is used to supply both domestic water and the *automatic sprinkler system,* and a separate shutoff valve for the *automatic sprinkler system* is not provided.
4. Jockey pump control valves that are locked in the open position.
5. Control valves to commercial kitchen hoods, paint spray booths or dip tanks that are locked in the open position.
6. Valves controlling the fuel supply to fire pump engines that are locked in the open position.
7. Trim valves to pressure switches in dry, preaction and deluge sprinkler systems that are locked in the open position.
8. Underground key or hub gate valves in roadway boxes.

Sec. 8.04.690. Subsection 903.4.4, Jockey pump valves, added.

The Fire Code, Subsection 903.4.4, Jockey pump vales, is hereby added as follows:

903.4.4 Jockey pump valves. Jockey pump control valves shall be of the indicating type, electronically supervised, and slow closure as identified by NFPA 13.

Sec. 8.04.700. Subsection 903.4.5, Control valves, added.

The Fire Code, Subsection 903.4.5 Control valves, is hereby added as follows:

903.4.5 Control valves. Backflow prevention devices 2" and smaller shall be equipped with indicating and slow closure type control valves.

Sec. 8.04.710. Subsection 903.4.6, Supervisory switches, added.

The Fire Code, Subsection 903.4.6, Supervisory switches, is hereby added as follows:

903.4.6 Supervisory switches. Plug type supervisory switches will not be allowed as a method to supervise any control valve.

Sec. 8.04.720. Subsection 905.2.1 Hydraulic safety factor, added.

The Fire Code, Subsection 905.2.1, Hydraulic safety factor, is hereby added as follows:

905.2.1 Hydraulic safety factor. Class I standpipe systems shall be hydraulically designed with a 10% safety factor. Safety factor is from the base of the riser on automatic standpipe systems and at the fdc for manual standpipe systems.

Sec. 8.04.730. Subsection 905.2.2 Class 1 Manual Standpipe systems, added.

The Fire Code, Subsection 905.2.2, Class 1 Manual Standpipe systems, is hereby added as follows:

905.2.2 Class 1 Manual Standpipe systems. CLASS 1 (WET OR DRY) MANUAL STANDPIPE SYSTEMS SHALL BE DESIGNED BASED ON AN ENGINE/PUMPER PROVIDING 1250 GPM AT 150 PSI AT THE FDC.

Sec. 8.04.740. Subsection 905.3.9, Travel distance, added.

The Fire Code, Subsection 905.3.9, Travel Distance, is hereby added as follows:

905.3.9 Travel distance. Class 1 standpipe shall also be required on all occupancies in which the distance from accessible points for fire department ingress to any point in the structure exceeds two hundred fifty feet (250') along the route that a fire hose is laid as measured from the fire lane.

Sec. 8.04.750. Section 905.4, Location of Class I standpipe hose connections, amended.

The Fire Code, Section 905.4, Location of Class I standpipe hose connections, is hereby amended to read as follows:

905.4 Location of Class I standpipe hose connections. Class I standpipe hose connections shall be provided in all of the following locations:

1. In every required interior exit stairway, a hose connection shall be provided for each story above and below grade plane. Hose connections shall be located at an intermediate landing between stories unless otherwise approved by the fire code official.

   Exception: A single hose connection shall be permitted to be installed in the open corridor or open breezeway between open stairs that are not greater than 75 feet (22 860 mm) apart.

2. On each side of the wall adjacent to the exit opening of a horizontal *exit.*

   Exception: Where floor areas adjacent to a horizontal exit are reachable from an interior exit stairway hose connection by a 30-foot (9144 mm) hose stream from a nozzle attached to 100 feet (30 480 mm) of hose, a hose connection shall not be required at the horizontal exit.

3. In every exit passageway, at the entrance from the exit passageway to other areas of a building.

   Exception: Where floor areas adjacent to an exit passageway are reachable from an interior exit stairway hose connection by a 30-foot (9144 mm) hose stream from a nozzle attached to 100 feet (30 480 mm) of hose, a hose connection shall not be required at the entrance from the exit passageway to other areas of the building.

4. In covered mall buildings, adjacent to each exterior public entrance to the mall and adjacent to each entrance from an exit passageway or exit corridor to the mall. In open mall buildings, adjacent to each public entrance to the mall at the perimeter line and adjacent to each entrance from an exit passageway or exit corridor to the mall.

5. Where the roof has a slope less than 4 units vertical in 12 units horizontal (33.3-percent slope), a hose connection shall be located on the roof or at the highest landing of stairways with stair or ladder access to the roof. An additional hose connection shall be provided at the top of the most hydraulically remote standpipe for testing purposes. Hose valves located on the roof shall be controlled on the roof and installed in a manner to prevent freezing.

6. Where the most remote portion of a nonsprinklered floor or story is more than 150 feet (45 720 mm) from a hose connection or the most remote portion of a sprinklered floor or story is more than 200

feet (60 960 mm) from a hose connection, the fire code official is authorized to require that additional hose connections be provided in approved locations.

Sec. 8.04.760. Subsection 905.8.1, Standpipe supervision, added.

The Fire Code, Subsection 905.8.1 Standpipe supervision, is hereby added as follows:

905.8.1 Standpipe supervision. All dry standpipe systems shall be monitored with a minimum of 10 PSI and a maximum of 40 PSI air pressure with a high/low alarm and supervised with the guidelines of NFPA 72.

Sec. 8.04.770. Subsection 905.11 Locking Standpipe Outlet Caps, amended and exception added.

The Fire Code, Subsection 905.11 Locking Standpipe Outlet Caps, is amended and an exception is hereby added as follows:

905.11 Locking standpipe outlet caps. The fire code official is authorized to require locking caps on the outlets on standpipes.

Exception: the fire code official has the authority to allow standard hose valve caps in occupancies not susceptible to vandalism or accidental discharge.

Sec. 8.04.780. Section 907.2.2.2 Animal Housing and Care Facilities, added.

The Fire Code, Section 907.2.2.2 is hereby added to read as follows:

907.2.2.2 Animal housing or care facilities. Fire areas containing an animal housing or care facility shall be provided with an electronically supervised automatic smoke detection system. In spaces provided with a source of heat or light but otherwise unconditioned, in lieu of smoke detection the alarm system may be activated by quick response heat detectors with a response time index of less than 100 (e.g. RTI classification of "quick", "ultra fast", "v-fast").

Exception: Smoke detectors and/or quick response heat detectors are not required where the building is equipped throughout with an automatic sprinkler system installed in accordance with Sections 903.3 and 903.4 and activation of the automatic sprinkler system activates notification appliances as required by Section 907.2.2.2.1.

Section 907.2.2.2.1 Notification appliances. Notification appliances shall provide audible and visual alarm signals in office areas and other areas within the fire area where no animals are housed or cared for. Notification appliances within areas where animals are housed or cared for shall provide only visual alarm signals.

Sec. 8.04.790. Subsection 907.2.9.1, Manual Fire alarm system, amended.

The Fire Code, Subsection 907.2.9.1, Manual Fire alarm system, is hereby amended to read as follows:

907.2.9.1 Manual fire alarm system. A manual fire alarm system that activates the occupant notification system in accordance with section 907.5 shall be installed in group R-2 occupancies where any of the following conditions apply:

1. Any dwelling unit or sleeping unit is located three or more stories above the lowest level of exit discharge.
2. Any dwelling unit or sleeping unit is located more than one story below the highest level of exit discharge of exits serving the dwelling unit or sleeping unit.

3. The building contains more than 4 dwelling units or sleeping units. Newer codes now require co detectors in residence, so this will satisfied two different types of detectors.

Sec. 8.04.791, Section 907.2.11.1, Group R-1, amended.

The Fire Code, Section 907.2.11.1, Group R-1, is hereby amended to read as follows:

907.2.11.1 Group R-1. Single- or multiple-station smoke alarms shall be installed in all of the following locations in Group R-1:

1. In each room used for sleeping purposes.

2. In every room in the path of the means of egress from the sleeping area to the door leading from the sleeping unit.

3. In each story within the sleeping unit, including basements. For sleeping units with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level.

4. In the sleeping loft or within the room to which a sleeping loft is open immediately outside the sleeping loft.

Sec. 8.04.792. Section 907.2.11.2 Groups R-2, R-3, R-4, and I-1, amended.

The Fire Code, Section 907.211.2 Groups R-2, R-3, R-4 and I-1, is hereby amended to read as follows:

907.2.11.2 Groups R-2, R-3, R-4, and I-1.

Single- or multiple-station smoke alarms shall be installed and maintained in Groups R-2, R-3, R-4 and I-1 regardless of occupant load at all of the following locations:

1. On the ceiling or wall immediately outside of each separate sleeping area and immediately outside of bedrooms.

2. In each room used for sleeping purposes.

3. In each story within a dwelling unit, including basements but not including crawl spaces and uninhabitable attics. In dwellings or dwelling units with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level.

4. In the sleeping loft or within the room to which a sleeping loft is open immediately outside of the sleeping loft.

Sec. 8.04.793, Section 907.6.6, Monitoring, amended.

The Fire Code, Section 907.6.6, Monitoring, is hereby amended to read as follows:

907.6.6 Monitoring. Fire alarm systems required by this code or by the International Building Code shall be monitored by an approved supervising station in accordance with NFPA 72.

Sec. 8.04.800. Subsection 912.3 Number of hose connections, added.

The Fire Code, Subsection 912.3., Number of hose connections, is hereby added as follows:

912.3 Number and Type of Fire Hose Connections. Fire Department connections shall include a minimum of one 5" storz connections for standpipe systems with a demand up to 500 GPM. Systems with a demand greater than 500 GPM shall require an additional 2.5" connection for each 250 gallons of system demand. This applies to extra hazard group 1 & 2, storage occupancies.

Exception: A single 2.5" FDC inlet is allowed for single risers on 13R systems.

Sec. 8.04.810. Section 912.5, Signs, amended.

The Fire Code, Section 912.5 Signs, is hereby amended to read as follows:

912.5 Signs. Reference Georgetown Fire Department sign manual for signage requirements

Sec. 8.04.820. Section 912.8, Fire Department Connections, added.

The Fire Code, Section 912.8, Fire Department Connections, is hereby added to read as follows:

912.8 Fire Department Connections. All Fire Department Connections (FDCs) shall be marked as approved by the Fire Code Official. Two red street lane reflectors (Stimsonite model 88AB or similar) shall be installed six inches from centerline of the fire apparatus access roadway on the side closest to the FDC. Markers shall be parallel to the FDC having the reflective ends of the street markers facing the director of traffic.

Sec. 8.04.830. Section 913.4, Valve supervision, amended.

The Fire Code, Section 913.4, Valve supervision, is hereby amended to read as follows:

913.4 Valve supervision. Where provided, the fire pump suction, discharge and bypass valves, and isolation valves on the backflow prevention device or assembly shall be supervised open by one of the following methods:

1. Central-station, proprietary or remote-station signaling service.
2. Local signaling service that will cause the sounding of an audible signal at a constantly attended location
3. Locking valves open.

Sec. 8.04.840. Subsection 913.5.5 Test Header, added.

The Fire Code, Subsection 913.5.5, is hereby added as follows:

913.5.5 Fest [Test] header - fire pumps shall be equipped with a test header per NFPA 20 to allow a full flow testing. Test headers shall be installed on the exterior wall or in another location outside the pump room that allows for water discharge during testing.

Sec. 8.04.850. Section 913.6, Fire pump suction pressure, added.

The Fire Code, Section 913.6, Fire pump suction pressure hereby added as follows:

913.6 Fire pump suction pressure. Fire pump suction pressure shall be no less than 20 PSI when flowing 150% of the pumps capacity.

Sec. 8.04.860. Sections 915.1.1 through 915.1.5, amended.

The Fire Code, Sections 915.1.1 through 915.1.5 amended as follows:

915.1.1 Where required. Carbon monoxide detection shall be provided in Group I-1, I-2, I-4 and R occupancies, in Group B fire areas containing an animal housing or care facility, and in classrooms in Group E occupancies in the locations specified in Section 915.2 where any of the conditions in Sections 915.1.2 through 915.1.6 exist.

915.1.2 Fuel-burning appliances and fuel-burning fireplaces. Carbon monoxide detection shall be provided in dwelling units, sleeping units, rooms of animal housing or care facilities where animals are housed or cared for, and classrooms that contain a fuel-burning appliance or a fuel-burning fireplace.

915.1.3 Forced-air furnaces. Carbon monoxide detection shall be provided in dwelling units, sleeping units, rooms of animal housing or care facilities where animals are housed or cared for, and classrooms served by a fuel-burning, forced-air furnace.

Exception: Carbon monoxide detection shall not be required in dwelling units, sleeping units, rooms of animal housing or care facilities where animals are housed or cared for, and classrooms where carbon monoxide detection is provided in the first room or area served by each main duct leaving the furnace, and the carbon monoxide alarm signals are automatically transmitted to an approved location.

915.1.4 Fuel-burning appliances outside of dwelling units, sleeping units, rooms of animal housing or care facilities where animals are housed or cared for, and classrooms. Carbon monoxide detection shall be provided in dwelling units, sleeping units, rooms of animal housing or care facilities where animals are housed or cared for, and classrooms located in buildings that contain fuel burning appliances or fuel-burning fireplaces.

Exceptions:

1. Carbon monoxide detection shall not be required in dwelling units, sleeping units, rooms of animal housing or care facilities where animals are housed or cared for, and classrooms where there are no communicating openings between the fuel-burning appliance or fuel-burning fireplace and the dwelling unit, sleeping unit, room of the animal housing or care facility where animals are housed or cared for, or classroom.
2. Carbon monoxide detection shall not be required in dwelling units, sleeping units, rooms of animal housing or care facilities where animals are housed or cared for, and classrooms where carbon monoxide detection is provided in one of the following locations:
    2.1. In an approved location between the fuel burning appliance or fuel-burning fireplace and the dwelling unit, sleeping unit, room of the animal housing or care facility where animals are housed or cared for, or classroom.
    2.2. On the ceiling of the room containing the fuel-burning appliance or fuel-burning fireplace.

915.1.5 Private garages. Carbon monoxide detection shall be provided in dwelling units, sleeping units, rooms of animal housing or care facilities where animals are housed or cared for, and classrooms in buildings with attached private garages.

Exceptions:

1. Carbon monoxide detection shall not be required where there are no communicating openings between the private garage and the dwelling unit, sleeping unit, room of the animal housing or care facility where animals are housed or cared for, or classroom.
2. Carbon monoxide detection shall not be required in dwelling units, sleeping units, rooms of animal housing or care facilities where animals are housed or cared for, and classrooms located more than one story above or below a private garage.

3. Carbon monoxide detection shall not be required where the private garage connects to the building through an open-ended corridor.

4. Where carbon monoxide detection is provided in an approved location between openings to a private garage and dwelling units, sleeping units, rooms of animal housing or care facilities where animals are housed or cared for, or classrooms, carbon monoxide detection shall not be required in the dwelling units, sleeping units, rooms of animal housing or care facilities where animals are housed or cared for, or classrooms.

Sec. 8.04.870. Sections 915.3, Detection Equipment, amended.

The Fire Code, Section 915.3, Detection Equipment is hereby amended as follows:

915.3 Detection Equipment. Carbon monoxide detection required by Sections 915.1 through 915.2.3 shall be provided by carbon monoxide alarms complying with Section 915.4 or carbon monoxide detection systems complying with Section 915.5. Electronically supervised carbon monoxide detection systems complying with section 915.5 shall be provided in group B fire areas containing an animal housing or care facility when the animals are not provided with constant supervision.

Sec. 8.04.875. Section 1006.3.4.2, Single Exit Four- to Six-story Group R-2 Occupancies, added.

The Fire Code Section 1006.3.4.2, Single Exit Four- to Six-story Group R-2 Occupancies, is hereby added to read as follows:

1006.3.4.2 Single Exit Four- to Six-story Group R-2 Occupancies. Single Exit Four- to Six Story Group R-2 occupancies with a single exit shall comply with Table 1006.3.4(1) and all the following:

1.The building shall not contain an occupied floor located more than 75 feet (22 860 mm) above the

lowest level of fire department vehicle access (is not a high-rise building as defined in the International Building Code).

2. The net floor area of each floor served by a single exit shall not exceed 4,000 square feet (418.5 m).

3. An exterior exit stairway or interior exit stairway shall be provided at each story served by a single exit. Exit Access Doors into the exit stairway shall swing in the direction of egress travel regardless of the occupant load served.

4. Regardless of the stairway construction type, automatic sprinkler locations in interior exit stairways shall comply with the requirements of NFPA 13 for combustible stairways.

5. There shall be no more than 20 feet (6096 mm) of travel to the exit stairway from the entry/exit door of any dwelling unit.

6. The exit shall not terminate in an egress court where the court depth exceeds the court width unless it is possible to exit in either direction to the public way.

7. Other occupancies shall not communicate with the Group R occupancy portion of the building or with the single-exit stairway.

Exception: Parking garages that are accessory to the Group R occupancy and occupied roofs that comply with IBC section 503.1.4 with an occupant load of less than fifty persons that are accessory to the Group R occupancy are permitted to communicate with the exit stairway.

8. The exit serving the Group R occupancy shall not discharge through any other occupancy, including an accessory parking garage.

9. Openings to the interior exit stairway enclosure shall be limited to those required for exit access into the enclosure from normally occupied spaces, those required for egress from the enclosure, and openings to the exterior. Elevators shall not open into the interior exit stairway enclosure.

10. The fire department connection (FDC) shall be located adjacent to, and be visible from, the primary fire department vehicle access location.

11.A manual fire alarm system and automatic smoke detection system that activates the occupant notification system in accordance with Section 907.5 shall be provided. Smoke detectors shall be in common spaces outside of dwelling units, including but not limited to gathering areas, laundry rooms, mechanical equipment rooms, storage rooms, interior corridors, interior exit stairways, and exit passageways.

12.Electrical receptacles shall be prohibited in the single exit stairway.

13.Elevator access shall be provided.

Sec. 8.04.880. Section 1009.1, Accessible means of egress required, amended.

The Fire Code, Section 1009.1, Accessible means of egress required, is hereby amended to read as follows:

1009.1 Accessible means of egress required. Within the boundaries of Emergency Services District # 8, accessible means of egress shall comply with both this section and the architectural barriers act of the Texas Civil Statutes (Texas Accessibility Standards or TAS). The fire code official is authorized to require the owner, applicant or agent to provide a technical report from a qualified person certifying TAS compliance. Accessible spaces shall be provided with not less than one accessible means of egress. Where more than one means of egress is required by section 1006.2 or 1006.3 from an accessible space, each accessible portion of the space shall be served by not less than two accessible means of egress.

Sec. 8.04.890. Section 1103.7.7, Animal Housing or Care Facilities, added.

The Fire Code, Section 1103.7.7, Animal Housing or Care Facilities is hereby added as follows:

1103.7.7 Animal housing or care facilities. An electronically supervised automatic smoke detection system complying with section 907.2.2.2 shall be installed in all fire areas containing an existing Group B Animal housing or care facility without constant supervision.

Sec. 8.04.891. Section 1107, Fire protection for post-fire repair or reconstruction, added.

The Fire Code, Section 1107, Fire protection for post-fire repair or reconstruction, is hereby added to read as follows:

SECTION 1107

FIRE PROTECTION FOR POST-FIRE REPAIR OR RECONSTRUCTION[JS18.1][CW18.2][CW18.3]

1107.1 Institutional and residential occupancies. Where an unsprinklered Group I, Group R-1, Group R-2, or Group R-4 Occupancy is repaired or reconstructed following a fire incident that caused more than 50-percent of a fire area to remain unoccupiable for a period of 60 or more days, an automatic sprinkler system complying with Section 903.3 shall be installed throughout such fire area or fire areas as part of the repair or reconstruction.

Sec. 8.04.892. Subsection 1207.12, Pre-existing lithium-ion technology energy storage systems, added.

The Fire Code, Section 1207.12, Pre-existing lithium-ion technology energy storage systems, is hereby added to read as follows:

1207.12 Pre-existing lithium-ion technology energy storage systems. The owner of an energy storage system (ESS) utilizing lithium-ion battery technology having capacities exceeding the values in Table 1207.1.3 and installed prior to the jurisdiction's adoption of the 2018 or later edition of the International Fire Code that are not listed to UL 9540 shall provide the fire code official a failure modes and effects analysis (FMEA) or other approved hazard mitigation analysis technical report in accordance with Section 104.2.2 for review and approval.

Exception: Detached one- and two-family dwellings and townhouses.

1207.12.1 Early detection. In addition to the requirements of Sections 1207.1.8.1 and 1207.1.8.2 identifying potential failure events, the analysis report shall include an assessment of the ability of the installed protection systems to provide for early detection and notification of a thermal runaway event in relation to the ability of emergency responders to safely mitigate the size and impact of a thermal runaway event.

1207.12.2 Corrective action plan. Where hazards are identified by the analysis, a plan that includes a timetable for corrective action shall be submitted to the fire code official for review and approval. The plan shall include actions and system improvements necessary for eliminating or mitigating any identified hazards, including listed methods for early detection and notification of a thermal runaway event.

Sec. 8.04.900. Section 3101.1 Scope, amended.

The Fire Code, Section 3101.1 Scope, is hereby amended to read as follows:

3101.1 Scope. Tents, temporary stage and canopies, temporary special event structures and membrane structures shall comply with this chapter and THE CITY OF GEORGETOWN FIRE DEPARTMENT'S SPECIAL EVENT MANUAL Section General Tent and Canopy. The provisions of Section 3103 are applicable only to temporary tents and membrane structures. The provisions of Sections 3104 and 3106 are applicable to temporary and permanent tents and membrane structures. The provisions of Section 3105 are applicable to temporary special event structures. The provisions of Section 3106 are applicable to outdoor assembly events. Other temporary structures shall comply with the International Building Code.

Sec. 8.04.910. Subsection 5706.2.4.4 Locations where above-ground tanks are prohibited, amended.

The Fire Code, Subsection 5706.2.4.4 Locations where above-ground tanks are prohibited, is hereby amended to read as follows:

5706.2.4.4 Locations where above-ground tanks are prohibited. The storage of Class I and II liquids in above-ground tanks is prohibited within the City of Georgetown city limits, with exception of areas that are zoned for industrial use. Storage of Class I and II liquids may be permitted at the discretion of the Fire Code Official following review of the proposed location and the fire protection for storage areas. Storage shall not be allowed within 100 feet (30,480mm) of the property line of any Group E, I, or R occupancies.

Sec. 8.04.920. Chapter 61, Liquified Petroleum Gases, deleted.

The Fire Code, Chapter 61, Liquified Petroleum Gases is hereby deleted in its entirety.

Sec. 8.04.925, subsection 6304.1.9, Dry chemical and CO2 extinguishers, added.

The Fire Code, Subsection 6304.1.9, Dry chemical and CO2 extinguishers, is hereby added to read as follows:

6304.1.9. Dry chemical and CO2 extinguishers. The placement and use of carbon dioxide (CO2) or dry chemical fire extinguishers containing ammonium compounds (Class A:B:C) shall not be used in areas where oxidizers are stored.

Sec. 8.04.930. Appendix B Subsection B105.1, one- and two-family dwellings, Group R-3 and R-4 Buildings and Townhouses amended.

The Fire Code Appendix B Subsection B105.1, one- and two-family dwellings, Group R-3 and R-4 buildings and townhouses, is hereby amended to read as follows:

B105.1 One- and two-family dwellings, Group R-3 and R-4 buildings and townhouses. The minimum fire-flow and flow duration requirements for one- and two-family dwellings, Group R-3 and R-4 buildings and townhouses shall be as specified in Tables B105.1(1) as amended and B105.1(2).

TABLE B105.1(1) LOCAL AMENDMENT REQUIRED FIRE-FLOW FOR ONE-AND-TWO-FAMILY DWELLINGS, GROUP R-3 AND R-4 BUILDINGS AND TOWNHOUSES

FIRE FLOW BY SEPARATION DISTANCE				
FIRE FLOW CALCULATION AREA	**SPRINKLER**	**>10'**	**>30'**	**Flow Duration**
0—3600 SQFT	NO	1000	750	1 hour
3601—5000 SQFT	NO	TABLE B105.1(2)	1000	1 hour
5001 AND GREATER	NO	TABLE B105.1(2)	TABLE B105.1(2)	TABLE B105.1(2)
0—5000 SQFT	YES	1/2 VALUE IN TABLE B 105.1 (2)	500	½ hour
5001 AND GREATER	YES	1/2 VALUE IN TABLE B105.1(2)	1/2 VALUE IN TABLE B105.1(2)	1 hour

Sec. 8.04.940. Appendix D Section D103.2, Grade, amended.

The Fire Code, Appendix D Section D103.2, Grade, is hereby amended to read as follows:

D103.2 Grade. Fire apparatus access roads shall not exceed 10 percent in grade.

Exception: Scored concrete roads and fire lanes with grades steeper than 10 percent as approved by the fire code official.

Sec. 8.04.950. Appendix D Section D103.5, fire apparatus access road gates, amended.

The Fire Code, Appendix D Section D103.5, fire apparatus access road gates, is hereby amended to read as follows:

D103.5 Fire apparatus access road gates. Gates securing the fire apparatus access roads shall comply with all of the following criteria:

1. The minimum unobstructed gate width shall be not less than 20 feet (6096 mm). Where a fire apparatus road consists of a divided roadway, the gate width shall be not less than 12 feet (3658 mm).

   Exception: One- and Two-Family Dwellings as approved by the Fire Code Official.

2. Gates shall be of the swinging sliding type.
3. Construction of gates shall be of materials that allow manual operation by one person.

4. Gate components shall be maintained in an operative condition at all times and replaced or repaired when defective.

5. Electrically operated gates:

   A. Shall be equipped with a means of opening the gate by fire department personnel for emergency access. Emergency access devices shall be approved by the fire code official.

   B. Shall be in the fully-opened position for no more than 30 seconds.

   C. Shall have a manual override system. Manual override operations shall be located on the entrance side of the gate, or when power has failed, the gate(s) shall open and stay open until power is restored for normal operations.

   D. Shall have installed approved preemptive control opening equipment.

      Exceptions:

      i. Driveways serving one- and two-family dwellings as approved by the Fire Code Official.

      ii. Gates serving as an emergency access with 24-hour staffed gatehouses.

6. Manual Opening Gates:

   A. May be locked when approved by the Fire Code Official.

   B. If equipped with a lock, keys shall be provided for installation into an approved Fire Department key box. Keys shall be maintained current.

7. Locking device specifications shall be submitted for approval by the fire code official.

8. Electric gate operators, where provided, shall be *listed* in accordance with UL 325.

9. Gates intended for automatic operation shall be designed, constructed, and installed to comply with the requirements of ASTM F2200.

10. A construction permit in accordance with subsection 503.6 is required to install or modify a gate across fire apparatus roadways.

11. Maintenance of gates securing fire apparatus access. Gates shall be maintained in an operative condition and repaired or replaced when defective. When required by the fire code official, defective gates shall be secured in the open position until repaired.

Sec. 8.04.960. Figure D103.1 (Dead ends), amended.

The Fire Code, Figure 103.1, Dead ends, is hereby amended as follows:

REVISE FIGURE 103.1 AND TABLE 103.4 TO SHOW THAT THE DIAMETER OF CUL-DE-SAC SHALL HAVE A DIAMETER OF 100' AS MEASURED FROM FACE OF CURB TO FACE OF CURB.

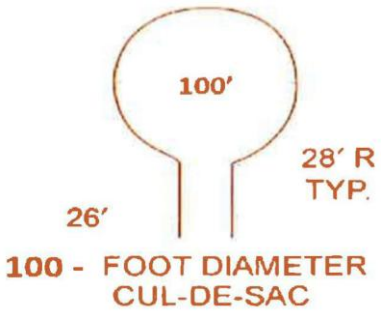


TABLE D103.4 REQUIREMENTS FOR DEAD-END FIRE APPARATUS ACCESS ROADS

LENGTH (feet)	WIDTH (feet)	TURNAROUNDS REQUIRED
0-150	20	None required
151-500	20	120-foot Hammerhead, 60-foot "Y" or 100-foot diameter cul-de-sac in accordance with Figure D103.1
501-750	26	120-foot Hammerhead, 60-foot "Y" or 100-foot diameter cul-de-sac in accordance with Figure D103.1
Over 750	Special approval required	

Sec. 8.04.970. Appendix D Subsection D103.5.1, existing fire apparatus access road gates, added.

The Fire Code, Appendix D Subsection D103.5.1, existing fire apparatus access road gates, is hereby added to read as follows:

D103.5.1 Existing fire apparatus access road gates. Existing gates securing fire apparatus access roads shall comply with Section D103.5.

Sec. 8.04.980. Appendix D subsection D103.6, Signs, amended.

The Fire Code, Appendix D subsection D103.6, Signs, is hereby amended to read as follows:

D103.6 Signs. Where required by the fire code official, fire apparatus access roads shall be marked and signs shall be installed according to the appropriate application:

1. Commercial Application. A sign 12-inches wide and 18-inches in height with red lettering on a white reflective background and border in red stating "FIRE LANE - TOW AWAY ZONE." The words "FIRE LANE" by themselves are not acceptable. Sign shall be mounted conspicuously along the edge of the fire lane. Sign must be spaced no more than 30 feet apart at a minimum height of 7 feet above finished grade.
2. In subdivision streets where parking is not allowed on one side or both sides of the street, fire lanes are required shall be marked and maintained in the following manner: A sign 12-inches wide and 18-inches in height with red lettering on a white reflective background and border in red stating "FIRE LANE - TOW AWAY ZONE." The words "FIRE LANE" by themselves are not acceptable. Sign shall be mounted conspicuously along the edge of the fire lane. Sign must be at the beginning of a street and spaced no more than 250 feet apart at a minimum height of 7 feet above finished grade.

Sec. 8.04.990. Appendix D subsection D103.6.2, Roads more than 26 feet wide, amended.

The Fire Code, Appendix D subsection D103.2, Roads more than 26 feet wide, is hereby amended to read as follows:

Fire lane signs as specified in Section D103.6 shall be posted on one side of fire apparatus access roads more than 26 feet wide (7925 MM) and less than 31 feet wide (9754 MM). Measured from back of curb to back of curb.

Sec. 8.04.1000. Appendix D, Subsection D103.7, Driveways, added.

The Fire Code, Appendix D, Subsection D103.7, Driveways, is hereby added to read as follows:

D103.7 Driveways. Driveways exceeding 150 feet (45,720mm) in length providing access to dwelling units shall provide a minimum unobstructed width of 14 feet (4267mm) and a minimum unobstructed height of 13 feet 6 inches (4115mm). Driveways in excess of 150 feet (45,720mm) in length shall be provided with turnarounds. Driveways in excess of 200 feet (60,960mm) in length and less than 20 feet (6096mm) in width shall be provided with turnouts in addition to turnarounds. A driveway shall not serve in excess of five dwelling units. Driveways that connect with a road or roads at more than one point may be considered as having a turnaround. Driveway turnouts shall be an all-weather road surface at least 10 feet (2048) wide and 30 feet (9144mm) long. Driveway turnouts shall be located as required by the Fire Code Official.

Sec. 8.04.1010. Appendix D, Subsection D103.8, Divided fire apparatus access road turnarounds, added.

The Fire Code, Appendix D, Subsection D103.8, Divided fire apparatus access road turnarounds, is hereby added to read as follows:

D103.8 Divided fire apparatus access road turnarounds. Fire apparatus access roads that are divided with medians shall be provided with median breaks for emergency vehicle turnarounds. The maximum distance between median breaks shall be 2,640 feet (804,700mm).

Sec. 8.04.1020. Appendix D, Section D104.2, Buildings, facilities and shopping centers exceeding 62,000 square feet (5760m) in Gross building fire area, amended.

The Fire Code, Appendix D, Subsection D104.2, is hereby amended to read as follows:

D104.2 Buildings, Facilities, and Shopping Centers exceeding 62,000 square feet (5760m^2) in gross building fire area. Buildings, or facilities, and shopping centers having a gross building fire area of more than 62,000 square feet (5760m^2) shall be provided with two separate and approved fire apparatus access roads.

Sec. 8.04.1030. Section D107.2 Remoteness, amended.

The Fire Code, Section D107.2, Remoteness, is hereby amended to read as follows:

D107.2 Remoteness. where two fire apparatus access roads are required, they shall be placed a distance apart equal to not less than one-half of the length of the maximum overall diagonal dimension of the property or area to be served, measured in a straight line between accesses. At the discretion of the fire code official, the remoteness requirement could be waived, because of location on property, topography, waterways, nonnegotiable grades or other similar conditions.

Sec. 8.04.1040. Section L101.1 Scope, amended.

The Fire Code, Section L101.1, Scope, is hereby amended to read as follows:

L101.1 Scope. Firefighter air replenishment systems (FARS) shall be provided in accordance with this appendix.

L101.1.05 Exception. Depending on specific building characteristics or special hazards that result in the requirement for an installation of a FARS, the fire code official is authorized to assess a fee in lieu of the installation of such a systems. The decision to accept a fee in lieu of system installation shall be based on the

fire department's capability of replenishing firefighter breathing air during sustained emergency operations. Considerations shall include but may not be limited to:

1. Building characteristics, such as number of stories above or below grade plane, floor area, type of construction and fire resistance of the primary structural frame to allow sustained fire-fighting operations based on a rating of not less than 2 hours;
2. Special hazards, other than buildings, that require unique accommodations to allow the fire department to replenish firefighter breathing air;
3. Fire department staffing level; and/or
4. Availability of a fire department breathing air replenishment systems or vehicles.

Sec. 8.04.1050. Section L101.1.1 Required location, added.

The Fire Code, Section L101.1.1, Required Location, is hereby added to read as follows:

L101.1.1 Required location. In new buildings, fill stations shall be required when any on the following conditions occur:

1. Any new building more than 5 stories in height.
2. Any new building more than 2 stories below grade.
3. Any new building 500,000 square feet or more in size.

L101.1.2 Exception. Depending on specific building characteristics or special hazards that result in the requirement for an installation of a FARS, the fire code official is authorized to assess a fee in lieu of the installation of such a systems. The decision to accept a fee in lieu of system installation shall be based on the fire department's capability of replenishing firefighter breathing air during sustained emergency operations. Considerations shall include but may not be limited to:

1. Building characteristics, such as number of stories above or below grade plane, floor area, type of construction and fire resistance of the primary structural frame to allow sustained fire-fighting operations based on a rating of not less than 2 hours.
2. Special hazards, other than buildings, that require unique accommodations to allow the fire department to replenish firefighter breathing air.
3. Fire department staffing level.
4. Availability of a fire department breathing air replenishment systems or vehicles.

CHAPTER 8.04. FIRE PREVENTION CODE[1]

Sec. 8.04.010. Fire code adopted.

A. The provisions of the "International Fire Code," 2021 Edition, including Appendices B, C, D, F, H, I, K, and L, with the specific local amendments set forth in this Chapter, are hereby adopted.

B. A copy of the Fire Code shall be placed at the Georgetown Public Library and on file at the office of the Fire Code Official.

Sec. 8.04.020. Section 101.1, Title, amended.

The Fire Code, Section 101.1 Title, is hereby amended to read as follows:

101.1 Title. These regulations shall be known as the Fire Prevention Code of the City of Georgetown, Texas hereinafter referred to as "this Code."

Sec. 8.04.030. Subsection 101.2.1, Appendices, amended.

The Fire Code, Section 101.2.1, Appendices, is hereby amended to read as follows:

101.2.1 Appendices. Provisions in the appendices shall not apply unless specifically adopted.

Therefore, the following appendices are adopted as part of this code:

APPENDIX-B FIRE-FLOW REQUIREMENTS FOR BUILDINGS

APPENDIX-C FIRE HYDRANT LOCATIONS AND DISTRIBUTION

APPENDIX-D FIRE APPARATUS ACCESS ROADS

APPENDIX-F HAZARD RANKING

APPENDIX-H HAZARDOUS MATERIALS MANAGEMENT PLAN (HMMP) AND HAZARDOUS MATERIALS INVENTORY STATEMENT (HMIS) INSTRUCTIONS

APPENDIX-I FIRE PROTECTION SYSTEMS—NONCOMPLIANT CONDITIONS

APPENDIX-K CONSTRUCTION REQUIREMENTS FOR EXISTING AMBULATORY CARE FACILITIES

APPENDIX- L REQUIREMENTS FOR FIRE FIGHTER AIR REPLENISHMENT SYSTEM

Sec. 8.04.040. Section 103, Code Compliance Agency, Amended.

The Fire Code, Section 103, Code Compliance Agency, is hereby amended to read as follows:

103.1 The Georgetown Fire Department Fire Marshal's Office. The Georgetown Fire Department Fire Marshal's Office created by Georgetown City Code Section 2.28.40, is designated as the fire code compliance agency, and the official in charge thereof shall be known as the fire marshal or fire code official. The function of the agency shall be the implementation, administration, and enforcement of the provisions of this Code.

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[1]~~Editor's note(s)—Ord. No. 2023-43, § 13(Exh. K), adopted August 22, 2023, amended Chapter 8.04 in its entirety to read as herein set out. Formerly, Chapter 8.04, §§ 8.04.010—8.04.1340 pertained to similar subject matter, and derived from Ord. No. 2020-34, § 3(Exh. A).~~

103.2 Appointment. The fire marshal or fire code official shall be appointed by the fire chief of the Georgetown Fire Department.

103.3 Deputies. In accordance with the prescribed procedures of the City of Georgetown and the Georgetown Fire Department and with the concurrence of the fire chief, the fire code official shall have the authority to appoint a deputy fire marshals or deputy fire code officials, other related technical officers, inspectors, and other employees. Such employees shall have powers as delegated by the fire marshal/fire code official.

Sec. 8.04.050. Section 105.5.34, Open Burning, amended.

The Fire Code, Section 105.6.34, Open Burning, is hereby amended to read as follows:

105.5.34 Open burning. An operational permit is required as prescribed in Section 307 for the kindling or maintaining of an open fire or a fire on any public street, alley, road, or other public or private ground. Instructions and stipulations of the permit shall be complied with. Operational permits for recreational fires will be issued on an annual basis. Permits shall only be presented by, and permits issued to, the owner of the land upon which the fire is to be kindled.

105.5.34.1 Commercial burn permits. Commercial burn permits will be issued to the name of the company that will be responsible.

Sec. 8.04.060. Section 107.2, Schedule of Permit Fees, amended.

The Fire Code Section 107.3, Schedule of Permit Fees, is hereby amended to read as follows:

107.2 Schedule of permit fees. Where a permit is required, a fee for each permit shall be paid as required, in accordance with the schedule as established by the Section 2.28.150, 2.28.160, 2.28.170, and 2.28.180 of the Code of the City of Georgetown.

Sec. 8.04.070. Section 107.3, Permit Valuations, amended.

The Fire Code Section 107.3, Permit Valuations, is hereby deleted as follows:

107.3 Reserved.

Sec. 8.04.075. Section 110, Service Utilities, amended

The Fire Code, Section 110, Service Utilities, is hereby amended to read as follows:

Authority to disconnect service utilities.
The fire code official shall have the authority to authorize disconnection of utility service to the building, structure or system in order to safely execute emergency operations or to eliminate an immediate hazard. The fire code official shall notify the serving utility and, where possible, the owner or the owner's authorized agent and the occupant of the building, structure or service system of the decision to disconnect prior to taking such action. If not notified prior to disconnection, then the owner, the owner's authorized agent or occupant of the building, structure or service system shall be notified in writing as soon as practical thereafter.

110.2 Temporary connection.
For temporary buildings, structures, occupancies or uses not governed by the Building Code, the *fire code official* shall have the authority to authorize the temporary connection of the building or system to the utility, the source of energy, fuel, or power, or the water system for the purpose of testing systems or for use under a temporary approval.

Sec. 8.04.080. Section 111.1, Board of Appeals established, amended.

The Fire Code, Section 111.1, Board of Appeals established, is hereby amended to read as follows:

111.1 Board of appeals. The City's Building Standards Commission, codified at Chapter 2.64 of the Georgetown Code of Ordinances, shall hear and decide appeals of orders, decisions, and determinations made by the fire code official or designee relative to the application and interpretation of this Code. Any reference made in this Code to "Means of Appeals" or "Board of Appeals", shall have the same meaning as the "Building Standards Commission."

Sec. 8.04.090. Section 111.3, Qualifications, amended.

The Fire Code, Section 111.3, Qualifications, is hereby amended to read as follows:

111.3 Qualifications. The board of appeals shall consist of members who are appointed in accordance with the City of Georgetown City Code Section 2.64.010 or the most current City ordinance that pertains to this matter.

Sec. 8.04.100. Section 111.5, Administrative Appeal, added.

The Fire Code, Section 111.5, Administrative Appeal, is hereby added to read as follows:

111.4 Administrative appeal. Whenever a violation of this Code has been found and the applicant wishes to appeal the decision based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or an equivalent or better form of construction is proposed, an appeal may be filed to the fire chief or a designee, as follows:

1. An appeal shall be filed in writing to the Georgetown Fire Department, Fire and Life Safety Division.
2. The fire chief, or designee, will hear the appeal within 10 working days of the receipt of the appeal.
3. Adequate information shall be provided by the applicant on the petition of appeal to fully describe the condition(s) in question.
4. The fire chief, or designee, may consult fire department staff as appropriate to identify applicable code provisions and the staff position on the appeal under consideration.
5. The applicant may, but is not required to, meet with the fire chief, or designee, to discuss the specifics of the appeal.
6. If the appeal is denied, the applicant shall comply with the requirement(s) of this Code and the administrative appeal decision or file an appeal to the Board of Appeals as provided in section 111.1 of this code.

Sec. 8.04.110. Section 112.4, Violation Penalties, amended.

The Fire Code, Section 112.4, Violation Penalties, is hereby amended to read as follows:

112.4 Violation penalties. Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters, or repairs mechanical work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate issued under the provisions of this Code is subject to punishment as provided in Section 1.08.010 of the Georgetown Code of Ordinances.

Sec. 8.04.120. Section 113.1, Authority, amended.

The Fire Code, Section 113.1, Authority, is hereby amended to read as follows:

113.1 Authority. Where the fire code official finds any work regulated by this code being performed in a manner contrary to the provisions of this code, without any permit or other approval required by this Code, or in a dangerous or unsafe manner, the fire code official, or the fire code official's designee, is authorized to order the work or construction stopped by notice in writing in accordance with Section 113.2 and served on any person(s) engaged in performing or causing such work to be performed.

Sec. 8.04.130. Section 113.2, Issuance, amended.

The Fire Code, Section 113.2, Issuance, is hereby amended to read as follows:

113.2 Issuance. The fire code official, or the fire code official's designee, may order the work or construction stopped by notice in writing and served on any person(s) engaged in performing or causing such work to be performed. Whenever work or construction is stopped in accordance with this section, a written notice to stop work shall be issued and shall be posted on the property in a manner reasonably visible to any person that performs any work on the property. All persons shall then cease all work or construction on the property until authorized to proceed by the fire code official or the fire code official's designee. The stop work order shall state the reason for the order and the conditions under which the cited work is authorized to resume.

Sec. 8.04.140. Section 113.4, Failure to Comply, amended.

The Fire Code, Section 113.4, Failure to Comply, is hereby amended to read as follows:

113.4 Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be unlawful and punishable in accordance with City Code Section 1.08.010.

Sec. 8.04.145. Section 115, Temporary structures, uses, equipment, and systems. added.

The Fire Code, Section 115, Temporary structures, uses, equipment, and systems, is hereby added to read as follows:

Section 115 Temporary structures, uses, equipment, and systems

115.1 General. The fire code official is authorized to issue a permit for temporary structures, uses, equipment, or systems as required in Sections 105.5 and 105.6. Such permits shall be limited as to time of service but shall not be permitted for more than 365 days. The fire code official is authorized to grant extensions for demonstrated cause.

115.2 Conformance. Temporary uses, equipment, and systems shall conform to the requirements of this code as necessary to ensure health, safety, and general welfare.

115.3 Temporary service utilities. The fire code official is authorized to give permission to temporarily supply service utilities in accordance with Section 112 of the International Building Code.

115.4 Termination of approval. The fire code official is authorized to terminate such permit for temporary uses, equipment or systems and to order the same to be discontinued.

Sec. 8.04.150. Section 202, Definitions, added and amended.

The Fire Code, Section 202, Definitions, is hereby amended to include the following amended or added defined terms:

"Air curtain incinerator (ACI)" means an incinerator that operates by forcefully projecting a curtain of air across an open chamber or pit in which combustion occurs. Incinerators of this type may be constructed

above or below ground and with or without refractory walls or floor. An air trench or burn box operation that promotes efficient burning, producing less smoke and less fire embers.

"Animal housing or care facility" means facilities used for temporary or permanent housing of animals for the purpose of providing a service, participating in a sport, or for providing general board and care. Animal housing or care facilities do not include animal or pet care by pet owners caring for their own animals at their owned or rented residential property, horse stables, facilities used for equestrian purposes, and these facilities do not include Group U agricultural uses for the care and feeding of the agricultural business owner's own livestock.

"Automated external defibrillator (AED)" means a heart monitor and defibrillator that meets the requirements of Chapter 779, Section 779.001 of the Texas Health and Safety Code and any applicable federal laws, as amended.

"Bed and Breakfast" means a private residential structure(s) used for the rental of overnight accommodations and whose owner serves breakfast at no extra cost to its lodgers.

"Commercial burn" means a fire that is generally accomplished by general contractors in a commercial construction application using an air curtain incinerator.

"Cooking fire" means an outdoor fire where fuel (wood, charcoal, natural gas or liquefied petroleum gas) is used in preparation of food prior to consumption. Fuel being burned is contained in a barbeque grill, barbeque pit, fire ring or a similar container. The process of burning wood to create coal will be considered as part of the cooking process.

"Constant supervision" means for Group B animal housing or care facilities, constant supervision means 24-hour on-site staff that is capable of responding to problems or emergencies that could impact the safety or lives of the animals being housed or cared for.

"Controlled burn" means an open fire used for the burning of unwanted vegetation, fallen limbs, and leaves from the same property.

"Driveway" means a vehicular ingress and egress route that serves no more than two buildings or structures, not including accessory structures, or no more than five dwelling units.

"Emergency responder communications enhancement system" or "ERCES" means an infrastructure solution installed within a building to enhance the communications capabilities for first responders that utilizes solutions such as a signal booster, voting receiver, base station or other technology capable of enhancing the radio frequency (RF) to ensure effective public safety communications.

"Frequency" means the particular waveband at which a communications system broadcasts or transmits.

"Frequency license holder(s)" means the person(s) or entity(ies) issued the license from the frequency licensing authority of the United States or other country of jurisdiction for the frequencies being used by both the in-building emergency responder communications enhancement system and the emergency services communications system that it enhances.

"Frequency licensing authority" means the government authority in a country or territory that issues frequency licenses for the use of communications frequencies by authorized entities and individuals.

"NFPA" means the National Fire Protection Association.

"Occupiable roof or Occupied roof" means an exterior space on a roof that is designed for human occupancy, other than maintenance or repair, and which is equipped with a means of egress system meeting the requirements of this code.

"Portable outdoor fireplace" means a solid and/or liquid fuel-burning fireplace that may be constructed of steel, concrete, clay, or other noncombustible material. A portable outdoor fireplace may be open in design

or may be equipped with a small hearth opening and a short chimney or chimney opening in the top. Commercially available examples include chimineas, outdoor fireplaces, and outdoor fire pits.

"Prescribed burn" means a fire used for the purpose of reducing the impact of a wildlife fire, for crop management, for general land clearing, and/or for the prevention of and control of diseased pests/animals.

"Recreational fires" means an outdoor fire burning materials other than rubbish where the fuel being burned is not contained in an incinerator, outdoor fireplace, portable outdoor fireplace, barbeque grill, or barbeque pit and has a fuel area 3 feet or less in diameter and 2 feet or less in height for pleasure, religious, ceremonial, cooking warmth, or similar purpose. Examples of this are traditional campfire rings or fire pits with fuel dimensions stated above.

"Residential Group R-1" means Residential Group R-1 occupancies containing sleeping units where the occupants are primarily transient, including:

Bed and breakfasts with more than 10 guests;

Boarding houses (transient) with more than 10 occupants;

Congregate living facilities (transient) with more than 10 occupants;

Hotels (transient); and

Motels (transient).

"**Residential Group R-3"** means Residential Group R-3 occupancies where the occupants are primarily permanent in nature or not classified as Group R-1, R-2, R-4 or I, including:

Buildings that do not contain more than two dwelling units

Care facilities that provide accommodations for five or fewer persons receiving care

Congregate living facilities (nontransient) with 16 or fewer occupants

Boarding houses (nontransient)

Convents

Dormitories

Fraternities and sororities

Monasteries

Congregate living facilities (transient) with 10 or fewer occupants

Boarding houses (transient) with 10 or fewer occupants

Lodging houses (transient) with five or fewer guestrooms and 10 or fewer occupants

Bed and breakfasts (transient) with sleeping units for 10 or fewer guests

"Business Group B" means Business Group B occupancy includes, among others, the use of a building or structure, or a portion thereof, for office, professional or service-type transactions, including storage of records and accounts. Business occupancies shall include, but not be limited to, the following:

Airport traffic control towers

Ambulatory care facilities

Animal housing or care facilities, including shelters, breeding, grooming, daycare, hospitals, kennels, and pounds.

Banks

Barber and beauty shops

Car wash

Civic administration

Clinic-outpatient

Dry cleaning and laundries: pick-up and delivery stations and self-service

Educational occupancies for students above the 12th grade, including higher education laboratories

Electronic data processing

Food processing establishments and commercial kitchens not associated with restaurants, cafeterias and similar dining facilities not more than 2,500 square feet (232 m2) in area.

Laboratories: testing and research

Motor vehicle showrooms

Post offices

Print shops

Professional services (architects, attorneys, dentists, physicians, engineers, etc.)

Radio and television stations

Telephone exchanges

Training and skill development not in a school or academic program (This shall include, but not be limited to, tutoring centers, martial arts studios, gymnastics and similar uses regardless of the ages served, and where not classified as a Group A occupancy).

Sec. 8.04.~~160.~~ 155. Subsection 304.1.1.1 Valet trash, added.

The Fire Code, Section 304.1.1.1, Valet trash is hereby added to read as follows:

304.1.1.1 Valet trash. Valet trash collection shall be permitted only where approved. The owner and valet trash collection service provider shall comply with the rules and limitations established by the jurisdiction.

Sec. 8.04.160. Subsection 307.2~~,~~ Permit required, amended.

The Fire Code, Section 307.2 Permit required, is hereby amended to read as follows:

307.2 Permit required. An operational permit is required in accordance with Section 105.5 prior to kindling or maintaining of an open fire or a fire on any public street, alley, road, or other public or private ground. With the exception of commercial burn permits, applications for permits shall only be presented by and permits issued to the owner of the land on which the fire is to be kindled. The permit shall be kept on site and readily available for view upon request at all times when burning. A permit shall be obtained from the City of Georgetown fire marshal's office at www.fire.georgetown.org prior to kindling a fire for the following:

1. **Controlled burn.** A controlled ~~bum~~burn requires an operational burn permit. Residential controlled burn permits shall be valid for the period indicated on the approved permit and shall not be valid for longer than 365 days from issuance.
2. **Bonfire.** A bonfire requires a bonfire permit. A bonfire shall comply with the requirements of Section 307.4.1. A bonfire permit is only valid on a per event basis.
3. **Prescribed burn.** A prescribed burn is allowed within the City of Georgetown's fire district with issuance of a prescribed burn permit. A prescribed burn permit is valid for 30 days from issuance.

4. **Commercial burn permit.** Commercial burn permits will be issued to the name of the company that will be responsible. A commercial burn permit requires a site approval by the City of Georgetown fire marshal's office and is valid for 30 days from issuance.

Sec. 8.04.170. ~~Section~~Subsection 307.2.1 Authorization, amended.

The Fire Code, Section 307.2.1 Authorization, is hereby amended to read as follows:

307.2.1 Authorization. Where required by state or local laws or regulations, open burning shall only be permitted with prior approval from the City of Georgetown and the Texas Commission on Environmental Quality (TCEQ), provided that all conditions specified in the authorization are followed. Persons or entities issued an operational permit may have the permit revoked if not adhering to the guidelines. A City may revoke the permit and refuse to issue another permit to the same person or entity for up to twenty-four (24) months.

Sec. 8.04.180. ~~Section~~Subsection 307.2.2 Limiting conditions for conducting open burning, added.

The Fire Code, Section 307.2.2 Limiting conditions for conducting open burning, is hereby added to read as follows:

307.2.2 Limiting conditions for conducting open burning. Burning shall be commenced and conducted only when wind direction and other meteorological conditions are such that smoke and other pollutants will not cause adverse effects to any public road, landing strip, navigable water, or off-site structure. Burning shall not be commenced when surface wind speed is predicted to be less than six miles per hour (MPH) or greater than 23 MPH during the burn period. With the exception of bonfires, cooking fires, recreational fires, and portable fireplace fires, permitted fires shall not be ignited prior to sunrise and shall be extinguished prior to sunset. All TCEQ rules will apply for prescribed burning.

Sec. 8.04.190. ~~Section~~Subsection 307.2.3 Open burning not requiring a permit, added.

The Fire Code, Section 307.2.3 Open burning not requiring a permit, is hereby added to read as follows:

307.2.3 Open burning not requiring a permit. The following types of outdoor fires that comply with Section 307.4 as applicable do not require burn permits:

1. **Cooking fires.** Cooking fires are allowed in the Georgetown City limits and Georgetown's Fire Response District without an operational permit from the City. Charcoal burners and other open-flame cooking devices shall not be operated on combustible balconies of any multi-family structure (apartment complex) not equipped with a fire suppression sprinkler system. Charcoal burners and other open-flame cooking devices shall not be operated within 10 feet of combustible construction; this includes balconies and patios for any multi-family dwelling.
2. **Residential portable outdoor fireplace.** Residential portable outdoor fireplaces are allowed within the Georgetown City limits and Georgetown's Fire Response District at single-family, two-family, and townhouse residences.
3. **Recreational fires.** Recreational fires are allowed within the Georgetown City limits and Georgetown's Fire Response District.

Sec. 8.04.200. ~~Section~~Subsection 307.3 Extinguishment authority, amended.

The Fire Code, Section 307.3 Extinguishment authority, is hereby amended to read as follows:

307.3 Extinguishment authority. Where open burning creates or adds to a hazardous situation, or a required permit for open burning has not been obtained, the fire code official is authorized to order the extinguishment of the open burning operation. Open burning that adversely affects public health shall be extinguished.

Sec. 8.04.210. ~~Section~~Subsection 307.4 Location, amended.

The Fire Code, Section 307.4 Location, is hereby amended to read as follows:

307.4 Location. Except as otherwise provided in Section 307 and its Subsections, the open burning location shall be not less than 50 feet (15,240 mm) from any structure, and provisions shall be made to prevent the fire from spreading to within 50 feet (15,240 mm) of any structure.

Sec. 8.04.220. ~~Section~~Subsection 307.4.1 Bonfires, amended.

The Fire Code, Section 307.4.1 Bonfires, is hereby amended to read as follows:

307.4.1 Bonfires. A bonfire shall not be conducted within 50 feet (15,240 mm) of a structure or combustible material unless the fire is contained in a barbecue pit. Conditions that could cause a fire to spread within 50 feet (15,240 mm) of a structure shall be eliminated prior to ignition. The fuel load of a bonfire shall not exceed 10' x 10' in area.

Sec. 8.04.230. ~~Section~~Subsection 307.5 Attendance, amended.

The Fire Code, Section 307.5 Attendance, is hereby amended to read as follows:

307.5 Attendance. Open burning, bonfires, recreational fires, and use of portable outdoor fireplaces shall be constantly attended until the fire is extinguished. Not fewer than one portable fire extinguisher complying with Section 906 with a minimum 4-A rating or other approved on-site fire-extinguishing equipment, such as dirt, sand, water barrel, garden hose, dozer, or water truck, shall be available for immediate utilization.

Sec. 8.04.231. Section 322 Lithium-ion and lithium metal battery storage, added.

The Fire Code, Section 322, Lithium-ion and lithium metal battery storage, is hereby added to read as follows:

Section 322 Lithium-ion and lithium metal battery storage.

322.1 General. The storage of lithium-ion and lithium metal batteries shall comply with Section 322.

Exceptions:

1. New or refurbished batteries installed in the equipment, devices or vehicles they are designed to power.
2. New or refurbished batteries packed for use with the equipment, devices or vehicles they are designed to power.
3. Batteries in original retail packaging that are rated at not more than 300 watt-hours for lithium-ion batteries or contain not more than 25 grams of lithium metal for lithium metal batteries.
4. Temporary storage of batteries or battery components during the battery manufacturing process prior to completion of final quality control checks.
5. Temporary storage of batteries during the vehicle manufacturing or repair process.

322.2 Permits. Permits shall be required for an accumulation of more than 15 cubic feet (0.42 m3) of lithium-ion and lithium metal batteries, other than batteries listed in the exceptions to Section 321.1, as set forth in Section 105.5.28.

322.3 Fire safety plan. A fire safety plan shall be provided in accordance with Section 404. In addition, the fire safety plan shall include emergency response actions to be taken upon detection of a fire or possible fire involving lithium-ion or lithium metal battery storage.

322.4 Storage requirements. Lithium-ion and lithium metal batteries shall be stored in accordance with Section 322.4.1 , 322.4.2 or 322.4.3, as applicable.

322.4.1 Limited indoor storage in containers. Not more than 15 cubic feet (0.42 m3) of lithium-ion or lithium metal batteries shall be permitted to be stored in containers in accordance with all of the following:

1. Containers shall be open top and constructed of noncombustible materials or shall be approved for battery collection.

2. Individual containers and groups of containers shall not exceed a capacity of 7.5 cubic feet (0.21 m3).

3. A second container or group of containers shall be separated by not less than 3 feet (914 mm) of open space or 10 feet (3048 mm) of space that contains combustible materials.

4. Containers shall be located not less than 5 feet (1524 mm) from exits or exit access doors.

322.4.2 Indoor storage areas. Indoor storage areas for lithium-ion and lithium metal batteries, other than those complying with Section 322.4.1, shall comply with Sections 322.4.2.1 through 322.4.2.6 .

322.4.2.1 Technical opinion and report. A technical opinion and report complying with Section 104.2.2 shall be prepared to evaluate the fire and explosion risks associated with the indoor storage area and to make recommendations for fire and explosion protection. The report shall be submitted to the fire code official and shall require the fire code official's approval prior to issuance of a permit. In addition to the requirements of Section 104.2.2, the technical opinion and report shall specifically evaluate the following:

1. The potential for deflagration of flammable gases released during a thermal runaway event.

2. The basis of design for an automatic sprinkler system or other approved fire suppression system. Such design basis shall reference relevant full-scale fire testing or another approved method of demonstrating sufficiency of the recommended design.

322.4.2.2 Construction requirements. Where indoor storage areas for lithium-ion and lithium metal batteries are located in a building with other uses, battery storage areas shall be separated from the remainder of the building by 2-hour rated fire barriers or horizontal assemblies. Fire barriers shall be constructed in accordance with Section 707 of the International Building Code, and horizontal assemblies shall be constructed in accordance with Section 711 of the International Building Code.

Exceptions:

1. Where battery storage is contained in one or more approved prefabricated portable structures providing a complete 2-hour fire-resistance-rated enclosure, fire barriers and horizontal assemblies are not required.

2. Where battery storage is limited to new batteries in packaging that has been demonstrated to and approved by the fire code official as sufficient to isolate a fire in packaging to the package interior, fire barriers and horizontal assemblies are not required.

322.4.2.3 Fire protection systems. Indoor storage areas for lithium-ion and lithium metal batteries shall be protected by an automatic sprinkler system complying with Section 903.3.1.1 or an approved alternative fire

suppression system. The system design shall be based on recommendations in the approved technical opinion and report required by Section 322.4.2.1.

322.4.2.4 Fire alarm systems. Indoor storage areas for lithium-ion and lithium metal batteries shall be provided with an approved automatic fire detection and alarm system complying with Section 907. The fire detection system shall use air-aspirating smoke detection, radiant energy-sensing fire detection or both.

322.4.2.5 Explosion control. Where the approved technical opinion and report required by Section 322.4.2.1 recommends explosion control, explosion control complying with Section 911 shall be provided.

322.4.2.6 Reduced requirements for storage of partially charged batteries. Indoor storage areas for lithium-ion and lithium metal batteries with a demonstrated state of charge not exceeding 30 percent shall not be required to comply with Sections 322.4.2.1, 322.4.2.2 and 322.4.2.5, provided that procedures for limiting and verifying that the state of charge will not exceed 30 percent have been approved.

322.4.3 Outdoor storage. Outdoor storage of lithium-ion or lithium metal batteries shall comply with Sections 322.4.3.1 through 322.4.3.3.

322.4.3.1 Distance from storage to exposures. Outdoor storage of lithium-ion or lithium metal batteries, including storage beneath weather protection in accordance with Section 414.6.1 of the International Building Code, shall comply with one of the following:

1. Battery storage shall be located not less than 20 feet (6096 mm) from any building, lot line, public street, public alley, public way or means of egress.

2. Battery storage shall be located not less than 3 feet (914 mm) from any building, lot line, public street, public alley, public way or means of egress, where the battery storage is separated by a 2-hour fire-resistance-rated assembly without openings or penetrations and extending 5 feet (1524 mm) above and to the sides of the battery storage area.

3. Battery storage shall be located not less than 3 feet (914 mm) from any building, lot line, public street, public alley, public way or means of egress, where batteries are contained in approved, prefabricated portable structures providing a complete 2-hour fire-resistance-rated enclosure.

322.4.3.2 Storage area size limits and separation. Outdoor storage areas for lithium-ion or lithium metal batteries, including storage beneath weather protection in accordance with Section 414.6.1 of the International Building Code, shall not exceed 900 square feet (83.6 m2). The height of battery storage in such areas shall not exceed 10 feet (3048 mm). Multiple battery storage areas shall be separated from each other by not less than 10 feet (3048 mm) of open space.

322.4.3.3 Fire detection. Outdoor storage areas for lithium-ion or lithium metal batteries, regardless of whether such areas are open, under weather protection or in a prefabricated portable structure, shall be provided with an approved automatic fire detection and alarm system complying with Section 907. The fire detection system shall use radiant energy-sensing fire detection.

Sec. 8.04.232. Section 323, Powered micromobility devices. added.

The Fire Code, Section 323, Powered micromobility devices, is hereby added to read as follows:

Section 323 Powered micromobility devices

323.1 General. Lithium-ion and lithium metal battery powered micromobility devices shall be operated and maintained in accordance with this section.

Exceptions:

1. Storage, repair and charging in residential occupancies of powered mobility devices, provided that such

devices are for personal use by its owner.

2. Charging of a single powered mobility device in any occupancy by its owner.

323.1.1 Prohibited locations. The use of a residential occupancy as a business for the charging of commercially owned powered micromobility devices as part of a rental or sales service shall not be permitted.

323.2 Battery chargers and equipment. Powered micromobility devices shall be charged in accordance with their listing and the manufacturer's instructions using only the original equipment manufacturer-supplied charging equipment or charging equipment in accordance with the listing and manufacturer's instructions.

323.3 Listing. Powered micromobility devices shall be listed and labeled in accordance with UL 2272 or UL 2849, as applicable.

323.4 Battery charging areas. Where approved, powered micromobility devices shall permitted to be charged in a room or area that complies with all of the following:

1. Only listed devices utilizing listed charging equipment shall be permitted to be charged.

2. Is provided with sufficient electrical receptacles to allow the charging equipment for each device to be directly connected to a receptacle. Extension cords and relocatable power taps shall not be used.

3. Storage of combustible materials, combustible waste or hazardous materials shall not be permitted.

4. The charging operation shall not be conducted in or obstruct any required means of egress.

5. Removable storage batteries shall not be stacked or charged in an enclosed cabinet unless the cabinet is specially designed and approved for such purpose.

6. A minimum distance of 18 inches (457.2 mm) shall be maintained between each removable storage battery during charging operations unless each battery is isolated from neighboring batteries by an approved fire-resistant material.

7. A minimum of 18 inches (457.2 mm) shall be maintained between the location of the battery on each powered micromobility device during charging operations.

8. The indoor room or area shall be protected by a fire alarm system utilizing air-aspirating smoke detectors or radiant energy-sensing fire detection.

322.5 Fire safety plan. A fire safety plan shall be provided in accordance with Section 403.10.6. In addition, the fire safety plan shall include emergency response actions to be taken upon detection of a fire or possible fire involving lithium-ion or lithium metal battery storage.

Sec. 8.04.240. Section 503.1, Fire apparatus access roads, where required, amended.

The Fire Code, Section 503.1, Fire apparatus access roads, where required, is hereby amended to read as follows:

503.1 Fire apparatus access roads, where required. Fire apparatus access roads shall be provided and maintained in accordance with Sections 503.1.1 through 503.1.3 and Appendix D.

Sec. 8.04.250. Section 503.1.4 Other fire lanes, added.

The Fire Code, Section 503.1.4 Other fire lanes, is hereby added as follows:

503.1.4 Other fire lanes. The fire code official is authorized to establish such other fire lanes as deemed necessary for the safe and adequate movement of fire trucks and apparatus.

Sec. 8.04.260. Section 503.1.5 Fire lanes near fire stations, added.

The Fire Code, Section 503.1.5 Fire lanes near fire stations, is hereby added as follows:

503.1.5 Fire lanes near fire stations. Fire lanes shall be established to prohibit parking within 20 feet of the driveway entrance to any fire station and on the side of the street opposite the entrance to any fire station within 75 feet of said entrance.

Sec. 8.04.270. Section 503.1.6 Fire lanes closures, added.

The Fire Code, Section 503.1.6 Fire lanes violations, is hereby added as follows:

503.1.6 Fire lane violations. It shall be unlawful for any owner, manager, or person in charge of any premises to abandon or close a fire lane without written permission of the fire code official.

Sec. 8.04.280. Section 503.2, Fire apparatus access roads, specifications, amended.

The Fire Code, Section 503.2, Fire apparatus access roads, specifications, is hereby amended to read as follows:

503.2 Specifications. Fire apparatus access roads shall be installed and arranged in accordance with Sections 503.2.1 through 503.2.8 and Appendix D.

Sec. 8.04.290. Section 503.2.1 Dimension, amended.

The Fire Code, Section 503.2.1 Dimension, is hereby amended to read as follows:

503.2.1 Dimensions. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet (6096 mm), exclusive of shoulders, except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than 14 feet (4267 mm).

Sec. 8.04.300. Section 503.2.3 Surfaces, amended.

The Fire Code, Section 503.2.3 Surfaces, is hereby amended as follows:

503.2.3 Surfaces. Fire apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus and shall be surfaced so as to provide all-weather driving capabilities. All fire lanes must be maintained and kept in a state of good repair at all times by the owner, manager, or person in charge of the premises and the City bears no responsibility for the maintenance thereof.

Sec. 8.04.310. Section 503.2.4 Turning Radius, amended.

The Fire Code, Section 503.2.4 Turning Radius, is hereby amended to read as follows:

503.2.4 Turning Radius. The required turning radius of a fire apparatus access road shall be 25 feet for the inside radius and 50 feet for the outside radius, or as otherwise determined by the fire code official in accordance with Section 104.9 or 104.10.

Sec. 8.04.320. Section 503.3 Marking, amended.

The Fire Code, Section 503.3 Marking, is hereby amended to read as follows:

503.3 Marking. Where required by the fire code official, approved signs or other approved notices or markings that include the words "NO PARKING", "FIRE LANE", and "TOW-AWAY ZONE" shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. The means by which

fire lanes are designated shall be maintained in a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility.

Sec. 8.04.330. Section 503.3.1 Responsibility to Maintain, added.

The Fire Code, Section 503.3 Responsibly, is hereby added to read as follows:

503.3.1 Responsibility to Maintain. The owner, manager, or person in charge of any building or property to which fire lanes have been approved or required by the fire code official shall mark and maintain said fire lanes.

Sec. 8.04.340. Section 503.3.2 Details of fire lane marking, added.

The Fire Code, Section 503.3.2 Details of fire lane marking, is hereby added to read as follows:

503.3.2 Details of fire lane marking.

1. All curbs and curb ends shall be painted red with four-inch white lettering stating "FIRE LANE—TOW AWAY ZONE". The words "FIRE LANE" by themselves are not acceptable. Wording may not be spaced more than 30 feet apart.
2. In areas where fire lanes are required but no continuous curb is available, one of the following methods shall be used, in conjunction with the curb markings, to indicate that the fire lane is continuous:

Option 1: A sign 12-inches wide and 18-inches in height with red lettering on a white reflective background and border in red stating "FIRE LANE - TOW AWAY ZONE". The words "FIRE LANE" by themselves are not acceptable. Sign shall be mounted conspicuously along the edge of the fire lane. Sign must be spaced no more than 30 feet apart at a minimum height of to 7 feet above finished grade.

Option 2: From the point the fire lane begins to the point the fire lane ends, including behind all parking spaces which adjoin a fire lane, shall be marked with one continuous six to eight-inch red stripe painted on the drive surface behind the parking spaces. All curbing adjoining a fire lane must be painted red.

Sec. 8.04.350. Section 503.3.3 Certain Subdivision Street fire lanes, added.

The Fire Code, Section 503.3.3 Certain Subdivision street fire lanes is here added to read as follows:

503.3.3 Certain subdivision street fire lanes. In subdivision streets where parking is not allowed on one side or both sides of the street, fire lanes are required and shall be marked and maintained in the following manner: private streets can choose either option 1 or 2. Public streets must do option ~~1~~2.

1.~~–~~ A sign 12-inches wide and 18-inches in height with red lettering on a white reflective background and border in red stating "fire lane - tow away zone",. The words "fire lane" by themselves are not acceptable. Sign shall be mounted conspicuously along the edge of the fire lane. Sign must be at the beginning of a street and spaced no more than ~~250~~275 feet apart at a minimum height of 7 feet above finished grade.

2.~~–~~ Red stripes and curbs will contain the wording "~~no parking - fire lane~~NO PARKING - FIRE LANE" or "~~fire lane - tow away zone~~FIRE LANE - TOW AWAY ZONE" or combination of similar wording painted in is four-inch white letters, the words "~~fire lane~~FIRE LANE" by itself is not acceptable. Wording must not be spaced more than 30 feet apart.

Sec. 8.04.360. Section 503.3.4 Unlawful, added.

The Fire Code, Section 503.3.4 Unlawful, is hereby added to read as follows:

503.3.4 Unlawful. It is unlawful for any person to attempt or in fact alter, destroy, deface, injure, knock down or remove any sign designating a fire lane or tow-away zone or curb marking erected under the terms of this Code.

Sec. 8.04.370. Section 503.4 Obstruction of fire apparatus access roads, amended.

The Fire Code, Section 503.4, Obstruction of fire apparatus access roads, is hereby amended to read as follows:

503.4 Obstruction of fire apparatus access roads. It is unlawful for any person to park, place, allow, permit, or cause to be parked, placed, or remain unattended, any vehicle or similar obstruction within or upon an area designated as fire lane marked by an appropriate sign or curb marking. Any vehicle or similar obstruction found parked or unoccupied within an area designated as a fire lane as required by this section is declared a nuisance and may be towed without notice. Any such vehicle or similar obstruction parked or unoccupied in such a manner as to obstruct in whole or in part any such fire lane shall be prima facie evidence that the registered owner unlawfully parked, placed, or permitted to be parked or placed such obstruction within a fire lane. The records of the Texas Department of Motor Vehicles showing the name of the person to whom the highway license or boat or trailer license is issued shall constitute prima facie evidence of ownership by the named persons. The minimum widths and clearances established in sections 503.2.1 and 503.2.2 shall be maintained at all times.

Sec. 8.04.380. Section 503.4.2 Enforcement, added.

The Fire Code, Section 503.4.2 Enforcement, is hereby added to read as follows:

503.4.2 Enforcement. The fire chief, fire code official, the chief of police, or their designees are authorized to issue parking citations for any vehicle or similar obstruction. Unauthorized vehicles or obstructions may be removed by towing without further notice. Such vehicle or obstruction may be redeemed by payment of the towage and storage charges at the owner's expense. No parking citations shall be voided nor shall the violator be relieved of any penalty assessed by a judge of the municipal court for any violation of this provision by the redemption of the vehicle or obstruction from the storage facility.

Sec. 8.04.390. Section 503.7 Construction Fire Lanes, added.

The Fire Code, Section 503.7 Construction Fire Lanes, is hereby added to read as follows:

503.7 Construction. The contractor or person in charge of any construction site for commercial, industrial, mercantile, education, instructional, assembly, hotel, motel, multifamily dwelling, or mobile home park occupancies or for any other development for which the fire code official deems appropriate, shall provide and maintain during construction an approved all-weather fire lane, not less than 20 feet in width, as shown on approved plot plans. Final paving of such fire lane shall be completed prior to issuance of any certificate of occupancy.

Sec. 8.04.400. Section 503.8 Traffic control signaling devices, added.

The Fire Code, Section 503.8 Traffic control signaling devices, is hereby added to read as follows:

503.8 Traffic control signaling devices. Fire apparatus access roads, which have new electronic traffic control signaling devices installed, shall include preemptive control equipment compatible with the fire department's existing system.

Sec. 8.04.410. Section 505.1.1 Address Signs, Letter and Number Size, added.

The Fire Code, Section 505.1.1 Address Identification, is hereby added to read as follows:

505.1.1 Address signs, letter, and number size. Address numbers shall be a minimum of four inches in height and shall be of a color contrasting with the color of the structure to which they are attached. The following guidelines shall be used to determine the size of address numbers required when attaching numbers to structures set back from the roadway with an unobstructed view:

DISTANCE FROM CENTERLINE OF ROADWAY TO STRUCTURE BEARING ADDRESS	SIZE OF ADDRESS NUMBERS
0—75 FEET	4—12 INCHES
75—150 FEET	12—20 INCHES
150—225 FEET	20—28 INCHES
OVER 225	APPROVAL OF BUILDING OFFICIAL

Sec. 8.04.420. Section 507.1, Required water supply, amended.

The Fire Code, Section 507.1, Required water supply, is hereby amended to read as follows:

507.1 Required water supply. An approved water supply capable of supplying the required fire flow for fire protection shall be provided to premises on which facilities, buildings, or portions of buildings are hereafter constructed or moved into or within the jurisdiction. Where property is subdivided with or without the creation of public or private streets for the expressed purpose of providing said subdivided parcels for sale or otherwise permitting separate and/or individual development to occur, an approved water supply capable of supplying the projected fire flow for fire protection shall be provided and extended to serve directly any and all subdivided properties. The projected fire flow will be based on the greatest potential demand posed by any type of occupancy allowed by zoning laws on the projected property.

Exception: Additions to existing and newly constructed one- and two-family homes located in areas having substandard water supplies, where the development of full fire-flow is impractical, shall comply with the provisions of Appendix B Section B103 with the approval of the fire code official.

Sec. 8.04.425. Section 507.1.1. Reclaimed or recycled water, added.

The Fire Code, Section 507.1. Reclaimed or recycled water, is hereby added to read as follows:

507.1.1 Reclaimed or recycled water. Where the water supply contains reclaimed water or recycled water, the water shall be analyzed to evaluate any health hazard and to determine whether any materials, chemicals or contaminants in the water will be detrimental to the components of the fire water supply or fire-extinguishing systems. A report shall be submitted to the fire code official for approval prior to acceptance as fulfilling the requirement for water supply.

Sec. 8.04.430. Section 507.2.1, Private Fire Service Mains, amended.

The Fire Code, Section 507.2.1, Private Fire Service Mains, is hereby amended to read as follows:

507.2.1 Private fire service mains. Private fire service mains and appurtenances shall be installed in accordance with NFPA 24. The installation of all private fire lines shall be by a sprinkler contractor registration underground (SGR-U) licensed company.

Sec. 8.04.440. Section 507.2.1.1, Flushing, added.

The Fire Code, Section 507.2.1.1, Flushing, is hereby added to read as follows:

507.2.1.1 Flushing. All private service mains, including lead-ins and remote Fire Department connections, shall be fully flushed per NFPA 24 guidelines before hydrostatically testing the line. Flushing shall be through

and open pipe for the lead-ins and Fire Department connections. The open pipe shall be of the minimum size outlined in NFPA 24 and not reduced. Private fire service mains serving only hydrants shall be flushed through the 5.25" hydrant outlet.

Sec. 8.04.450. Section 507.3 Fire flow, amended.

The Fire Code, Section 507.3 Fire flow, is hereby amended to read as follows:

507.3 Fire flow. Fire-flow requirements for buildings or portions of buildings and facilities shall be determined by an approved method, and in accordance with Appendix B.

Sec. 8.04.460. Section 507.5, Fire hydrant systems, amended.

The Fire Code, Section 507.5, Fire hydrant systems, is hereby amended to read as follows:

507.5 Fire hydrant systems. Fire hydrant systems shall comply with Sections 507.5.1 through 507.5.6 and Appendix C.

Sec. 8.04.470. Section 507.5.7 City of Georgetown Fire Hydrant Color Code System, added.

The Fire Code, Section 507.5.7 City of Georgetown Fire Hydrant Color Code System, is hereby added to read as follows:

507.5.7 City of Georgetown Fire Hydrant Color Code System. Private fire hydrant maintenance shall be in accordance with NFPA 291.

A. All private hydrant barrels will be painted red with the bonnet painted using the hydrant flow standard in paragraph c of this section to indicate flow. It will be the customer's responsibility to test and maintain their private fire hydrant(s).

B. Hydrants that are fed from a private fire protection system pump/or storage tank shall be chrome yellow.

C. NON-POTABLE WATER HYDRANT SHALL BE PAINTED SAFETY PURPLE.

D. All private fire hydrants should be inspected, maintained, and flow-tested annually and color coded to indicate the expected fire flow from the hydrant during normal operation. Such color applied to the fire hydrant by painting the bonnet the appropriate color for the expected flow condition.

E. **Hydrant flow coding standards.** Public hydrants will have the bonnets painted silver, the hydrants will be flow tested, and the bonnet painted based on residual pressure of 20 PSI, using the hydrant flow standard in as follows:

FLOW	COLOR
GREATER THAN 1500 GPM	BLUE
1000—1500 GPM	GREEN
500—999 GPM	ORANGE
LESS THAN 500 GPM	RED
NOT WORKING	BLACK OR BAGGED

Sec. 8.04.480. Subsection 507.5.8, Reflective pavement markers, added.

The Fire Code, Section 507.5.8, Reflective pavement markers, is hereby added to reads as follows:

507.5.8 Reflective pavement markers. All fire hydrants shall be identified by the installation of approved blue reflective pavement markers.

Sec. 8.04.490. Subsection 509.1.2, Sign Exhibits, added.

The Fire Code, Section 509.1.1 Sign Exhibits, is hereby added and reads as follows:

509.1.1 Sign exhibits. *See* the City's Fire Department signage criteria manual.

Sec. 8.04.500. Subsection 509.1.3, Electrical service shutoff access, added.

The Fire Code, Section 509.1.2, Electrical service shutoff access, is hereby added and reads as follows:

509.1.2 Electrical service shutoff access. Where electrical service shut off controls are located inside a building, a door providing direct access from the exterior to the room containing such shut off controls shall be provided where required by the fire code official. At the discretion of the fire code official, a remote shunt trip may be required may be installed to disconnect electrical services.

Sec. 8.04.505. Section 510, Emergency responder communications coverage, amended.

The Fire Code, Section 510, Emergency responder communications coverage, is hereby amended to read as follows:

SECTION 510

EMERGENCY RESPONDER COMMUNICATIONS COVERAGE

510.1 Emergency responder communications coverage in new buildings. Approved in-building emergency responder communications coverage for emergency responders shall be provided in all new buildings. ERCES within the building shall be based on the existing coverage levels of the public safety communications systems utilized by the jurisdiction, measured at the exterior of the building. The ERCES, where required, shall be of a type determined by the fire code official and the frequency license holder(s). This section shall not require improvement of the existing public safety communications systems.

Exceptions:

1. Where approved by the building official and the fire code official, a wired communications system in accordance with Section 907.2.13.2 shall be permitted to be installed or maintained instead of an approved communications coverage system.

2. Where it is determined by the fire code official and the frequency license holder that the communications coverage system is not needed based on existing in-building signal strength, quality, and coverage from the public safety communications system(s).

3. In facilities where emergency responder communications coverage is required and such systems, components, or equipment required could have a negative impact on the normal operations of that facility, the fire code official shall have the authority to accept an automatically activated emergency responder communications coverage system.

4. One-story buildings not exceeding 12,000 square feet (1115 m^2) with no below-ground area(s).

510.1.1 Radio frequency (RF) evaluation. A radio frequency (RF) evaluation shall be performed to determine if existing (RF) coverage by the public safety communications system(s) utilized by the jurisdiction exists within the building to meet the signal coverage, strength and quality requirements of NFPA 1225 prior to requiring the installation and operation of an emergency responder communications enhancement system.

510.2 Emergency responder communications coverage in existing buildings.

Existing buildings shall be provided with approved in-building emergency responder communications coverage for emergency responders as required in Chapter 11.

510.3 Permits.

Permits for in-building emergency responder communications enhancement systems shall be in accordance with Sections 510.3.1 and 510.3.2.

510.3.1 Permit required.

A construction permit for the installation of or modification to in-building emergency responder communications enhancement systems and related equipment is required as specified in Section 105.6.5. Maintenance performed in accordance with this code is not considered a modification and does not require a permit.

510.3.2 Operational permit.

Where required by the fire code official, an operational permit shall be issued for the operation of an in-building emergency responder communications enhancement system.

510.4 Technical and design requirements.

The in-building emergency responder communications enhancement system shall be designed in accordance with this code and NFPA 1225.

510.4.1 **Listing.**

Equipment required to provide in-building emergency responder communications enhancement shall be listed in accordance with UL 2524.

510.4.2 Signal strength and quality.

Signal strength shall be sufficient to meet the requirements of the frequencies, applications, and other modulation technologies being utilized by public safety for emergency operations through the coverage area as specified by the fire code official in Section 510.4.2.2.

510.4.2.1 Minimum signal strength into the building.

The minimum downlink signal strength shall be sufficient to provide usable voice communications throughout the coverage area as specified by the fire code official. The downlink signal level shall be sufficient to provide not less than a Delivered Audio Quality (DAQ) of 3.0 throughout the coverage area using either narrowband analog, digital or wideband LTE signals or an equivalent bit error rate (BER), or signal-to-interference-plus-noise ratio (SINR) applicable to the technology for either analog or digital signals.

510.4.2.2 Minimum signal strength out of the building. The minimum uplink signal strength shall be sufficient to provide usable voice communications throughout the coverage area as specified by the fire code official. The uplink signal level shall be sufficient to provide not less than a delivered audio quality (DAQ) of 3.0 using either narrowband analog, digital or wideband LTE digital signals or an equivalent bit error rate (BER), or an equivalent SINR applicable to the technology for either analog or digital signals.

510.4.3 Single supervisory input.

Where approved, a single supervisory input to the fire alarm system to monitor all system supervisory signals shall be permitted.

510.4.4 Additional frequencies and change of frequencies.

The in-building emergency responder communications enhancement system shall be capable of modification or expansion in the event frequency changes are required by the FCC or other frequency

licensing authorities, or additional frequencies are made available by the FCC or other frequency licensing authorities.

510.4.5 Design documents.

The fire code official shall have the authority to require "as-built" design documents and specifications for in-building emergency responder communications enhancement systems. The documents shall be in a format acceptable to the fire code official.

510.4.6 Noise interference.

Where a signal booster is used, signal booster type(s) and the uplink signal and noise levels shall be coordinated with and approved by all frequency license holder(s) that may be adversely impacted by any transmitted noise resulting from the in-building emergency responder communications enhancement system. Systems shall be in compliance with all frequency licensing authority requirements.

510.5 Installation requirements.

The installation of the in-building emergency responder communications enhancement system shall be in accordance with NFPA 1225 and Sections 510.5.2 through 510.5.5.

510.5.2 Approval prior to installation.

Communications enhancement systems capable of operating on frequencies licensed to any public safety agency by the FCC or other frequency licensing authority shall not be installed without prior coordination and approval of the fire code official and frequency license holder.

510.5.3 Minimum qualifications of personnel. The minimum qualifications for technical competency of the system designer, and lead installation, maintenance and testing personnel shall include the following:

1. Certification or licensing of in-building system training issued by an approved organization or approved school, or a

2. A certificate issued by the manufacturer of the equipment being installed.

510.6 Testing and maintenance.

The in-building emergency responder communications enhancement system shall be maintained operational at all times in accordance with this code and NFPA 1225.

510.6.1 System testing and proof of compliance.

The testing of the in-building, emergency responder communication enhancement system shall be in accordance with NFPA 1225.

510.6.2 Additional frequencies.

The building owner shall modify or expand the in-building emergency responder communications enhancement system at their expense in the event frequency changes are required by the FCC or other radio licensing authority, or additional frequencies are made available by the FCC or other radio licensing authority. Prior approval of an in-building emergency responder communications enhancement system on previous frequencies does not exempt this section.

510.6.3 **Field testing.** Agency personnel shall have the right to enter onto the property at any reasonable time to conduct field testing to verify the required level of radio coverage.

Sec. 8.04.510. Section 520, Automated External defibrillator (AED) Requirements, added.

The Fire Code, Section 520, Automated External defibrillator (AED) Requirements, is hereby added and reads as follows:

520 Automated External Defibrillator (AED) Requirements

520.1 General. A person or entity that owns or possesses an AED excludes vendors or dealers that own or possess AEDs solely for resale.

520.2 Duties of AED owner. Any person who presently owns or acquires an AED on or after the effective date of this amendment, other than vendors or dealers of AEDs owning or possessing AEDs solely for resale purposes, shall comply with the obligations in subsections 520.2.1 through 520.4 and Texas Health & Safety Occupations Code Chapter 779.

520.2.1 Register the AED with the Georgetown Fire Department. All AED owners shall register the AED with the Georgetown Fire Department. The registration shall include information about AED locations, the names of all persons expected to operate the AED, and dates of training. A form will be provided by the Georgetown Fire Department.

520.2.2 Maintenance and storage. All AED owners shall inspect, test, store, maintain, and service the AED in accordance will all federal and state laws and regulations, and in accordance with any standards established by the AED manufacturer.

520.2.2 AED use. AED owners shall notify the Georgetown Fire Department as soon as possible, but in no event later than 24 hours following any use of the AED, and provide the Georgetown Fire Department with information relevant to the incident, including but not limited to the date, time and location of use, name of person the AED was used upon, the printout from the AED, and the nature of other emergency response to the incident, including the name and address of any hospital, clinic, or medical provider to which the person was transported following the AED use.

520.3 Use and possession for training purposes. Any AED possessed and used solely for demonstration or training purposes, and which would not be operational in an actual emergency use situation shall be exempt from the registration requirements of this section. Any such AED shall be clearly marked on its exterior and readily identifiable as not appropriate for emergency use.

520.4 AED sales. All persons selling an AED within the City, or which may reasonably be anticipated to be used within the City, shall:

520.4.1 Report of the sale of the AED to the Georgetown Fire Department. The information to be reported shall include the date of the sale, manufacturer, model, and serial number of the AED sold, the name and address of the seller, and the name and address of the purchaser, whether the AED sold is new or previously used, and if known, the location where the AED is to be placed; and

520.4.2 Purchaser compliance with law. The purchaser shall maintain evidence that it has or will have complied with the training and other requirements of this title at the time of transfer of the AED to the purchaser for deployment and use by the purchaser.

Sec. 8.04.515. Section 611, Electric Vehicle Charging Equipment Stations, added.

The Fire Code, Section 611, Electric Vehicle Charging Equipment Stations, added.

SECTION 611

ELECTRIC VEHICLE CHARGING EQUIPMENT STATIONS

611.1 Disconnecting Means. For permanently connected electric vehicle supply equipment and wireless power transfer equipment, equipment disconnects, and emergency shutoff shall be installed in a location approved by the fire code official in accordance with NFPA 70, 2026 Edition, Section 625.43.

Sec. 8.04.520. Section 901.2.1 Hydraulic Calculations, added.

The Fire Code, Section 901.2.1 Hydraulic Calculations, is hereby added to read as follows:

901.2.1 Hydraulic calculations. Hydraulic calculations for water-based fire protection systems shall provide a safety factor at the base of the riser. The following are the minimal safety factors required.

1. Residential 13D AND 13R - 10% OR 5 PSI - (lesser of the system demand)
2. Commercial NFPA 13 - LIGHT HAZARD - 10% OR 5 PSI - (lesser of the system demand)
3. Commercial NFPA 13 - ORDINARY HAZARD AND ABOVE - 10 PSI OR 10% (whichever is greater)
4. Standpipe and hose systems NFPA 14 - 10 PSI OR 10% (whichever is greater)
5. Water spray fixed systems NFPA 15 - 10 PSI OR 10% (whichever is greater)
6. Foam water sprinkler and foam water spray systems NFPA 16 - 10 PSI OR 10% (whichever is greater)

Exception: A safety factor less than those defined in this section may be approved by the fire code official only if historical water supply data is available to demonstrate that the reasonable expected fluctuations will not cause the water supply to fall below the system demand.

Sec. 8.04.530. Subsection 901.4.7.1.1, Automatic sprinkler riser location, added.

The Fire Code, Subsection 901.4.7.1.1, Automatic sprinkler riser location, is hereby added to read as follows:

901.4.7.1.1 Automatic sprinkler system riser location. Automatic sprinkler system riser shall be installed within a building with an exterior door that leads directly into the room containing the fire sprinkler riser and shut off controls.

Sec. 8.04.540. Subsection 903.2.1.1, Group A-1, amended.

The Fire Code, Subsection 903.2.1.1, Group A-1, is hereby amended to read as follows:

903.2.1.1 Group A-1. An automatic sprinkler system shall be provided throughout stories containing Group A-1 occupancies and throughout all stories from the Group A-1 occupancy to and including the levels of exit discharge serving that occupancy where one of the following conditions exists:

1. The fire area exceeds 5,000 square feet (464.5 m2);
2. The fire area has an occupant load of 300 or more;
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies; or
4. The fire area contains a multiple-theater complex.

Sec. 8.04.550. Subsection 903.2.1.3, Group A-3, amended.

The Fire Code, Subsection 903.2.1.3, Group A-3, is hereby amended to read as follows:

903.2.1.3 Group A-3. An automatic sprinkler system shall be provided throughout stories containing Group A-3 occupancies and throughout all stories from the Group A-3 occupancy to and including the levels of exit discharge serving that occupancy where one of the following conditions exists:

1. The fire area exceeds 5,000 square feet (464.5 m2);
2. The fire area has an occupant load of 300 or more; or

3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.

Sec. 8.04.560. Subsection 903.2.1.4, Group A-4, amended.

The Fire Code, Subsection 903.2.1.4, Group A-4, is hereby amended to read as follows:

903.2.1.4 Group A-4. An automatic sprinkler system shall be provided throughout stories containing Group A-4 occupancies and throughout all stories from the Group A-4 occupancy to and including the levels of exit discharge serving that occupancy where one of the following conditions exists:

1. The fire area exceeds 5,000 square feet (464.5 m2);
2. The fire area has an occupant load of 300 or more; or
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.

Sec. 8.04.570. Section 903.2.2 Group B, amended.

The Fire Code, Section 903.2.2 is hereby amended to read as follows:

903.2.2 Group B. An automatic sprinkler system shall be provided for Group B occupancies where the fire area exceeds 10,000 square feet (929 m2).

903.2.2.1 Ambulatory Care Facilities. An automatic sprinkler system shall be installed throughout the entire floor containing an ambulatory care facility where either of the following conditions exist at any time:

Four or more care recipients are incapable of self-preservation, whether rendered incapable by staff or staff has accepted responsibility for care recipients already incapable.

One or more care recipients that are incapable of self-preservation are located at other than the level of exit discharge serving such facility.

In buildings where ambulatory care is provided on levels other than the level of exit discharge, an automatic sprinkler system shall be installed throughout the entire floor where such care is provided as well as all floors between the level of ambulatory care and the nearest level of exit discharge, including the level of exit discharge.

903.2.2.2 Animal housing or care facilities. An automatic sprinkler system in accordance with section 903.3 and 903.4 shall be provided in fire areas containing an animal housing or care facility when the animals are not provided with constant supervision. The following exceptions apply to this requirement:

Exceptions:

1. An automatic sprinkler system is not required in animal housing or care facilities serving 50 or fewer animals where all of the following conditions are met:
    A. Walls and ceilings have a class A finish as specified in section 803; and
    B. The facility is provided with a supervised fire alarm system in accordance with section 907.2.2.2.
2. An automatic sprinkler system is not required in animal housing or care facilities serving 100 or fewer animals where all of the following conditions are met:
    A. The facility is of 1-hour fire resistive construction on both sides of the boundary walls of the kennel area;
    B. Walls and ceilings have a class A finish as specified in section 803; and
    C. The facility is provided with a supervised fire alarm system in accordance with section 907.2.2.2.

3. An automatic sprinkler system is not required in animal housing or care facilities where every animal has immediate and unobstructed access to an exterior area of safety approved by the fire code official and the facility is provided with a supervised fire alarm system in accordance with section 907.2.2.2.

903.2.2.3 Laboratories involving research and development or testing. An automatic sprinkler system shall be installed throughout the fire areas utilized for the research and development or testing of lithium-ion or lithium metal batteries.

Sec. 8.04.580. Subsection 903.2.3, Group E, amended.

The Fire Code, Subsection 903.2.3, Group E, is hereby amended to read as follows:

903.2.3 Group E. An automatic sprinkler system shall be provided for Group E occupancies as follows:

1. Throughout all Group E fire areas greater than 7,500 square feet (696.8 m2) in area.
2. The Group E fire area is located on a floor other than a level of exit discharge serving such occupancies.

Exception: In buildings where every classroom has not fewer than one exterior exit door at ground level, an automatic sprinkler system is not required in any area below the lowest level of exit discharge serving that area.

Sec. 8.04.590. Subsection 903.2.4 Group F-1, amended.

The Fire Code, Section 903.2.4 Group F-1, is hereby amended to read as follows:

903.2.4 Group F-1. An automatic sprinkler system shall be provided throughout all buildings containing a Group F-1 occupancy where one of the following conditions exists:

1. A Group F-1 fire area exceeds 5,000 square feet (464.5 m2).
2. A Group F-1 fire area is located more than three stories above grade plane.
3. The combined area of all Group F-1 fire areas on all floors, including any mezzanines, exceeds 10,000 square feet (929 m2).

903.2.4.1 Woodworking operations. An automatic sprinkler system shall be provided throughout all Group F-1 occupancy *fire areas* that contain woodworking operations in excess of 2,500 square feet (232 m2) in area that generate finely divided combustible waste or use finely divided combustible materials.

903.2.4.2 Group F-1 distilled spirits. An automatic sprinkler system shall be provided throughout a Group F-1 fire area used for the manufacture of distilled spirits.

903.2.4.3 Group F-1 upholstered furniture or mattresses. An *automatic sprinkler system* shall be provided throughout a Group F-1 *fire area* that exceeds 2,500 square feet (232 m2) used for the manufacture of upholstered furniture or mattresses.

Sec. 8.04.600. Subsection 903.2.7 Group M, amended.

The Fire Code, Section 903.2.6 Group M, is hereby amended to read as follows:

903.2.7 Group M. An automatic sprinkler system shall be provided throughout buildings containing a Group M occupancy where one of the following conditions exists:

1. A Group M fire area exceeds 10,000 square feet (929 m2).
2. A Group M fire area is located above or below the first floor above grade plane.
3. The combined area of all Group M fire areas on all floors, including any mezzanines, exceeds 20,000 square feet (1858 m2).

903.2.7.1 High-piled storage. An *automatic sprinkler system* shall be provided as required in Chapter 32 in all buildings of Group M where storage of merchandise is in high-piled or rack storage arrays.

903.2.7.2 Group M upholstered furniture or mattresses. An *automatic sprinkler system* shall be provided throughout a Group M *fire area* where the area used for the display and sale of upholstered furniture or mattresses exceeds 5,000 square feet (464 m2).

Sec. 8.04.610. Subsection 903.2.8.5 Bed and Breakfast, added.

The Fire Code, Subsection 903.2.8.5 Bed and Breakfast, is hereby added to read as follows:

903.2.8.5 Bed and Breakfast. An automatic sprinkler system in accordance with section 903.3 shall be provided throughout all buildings with a group R fire area. Exceptions shall apply solely to existing residential structures that meet one of the following conditions:

1. Bed and Breakfast residence:
    A. Less than 3 guestrooms with maximum occupancy of 4 guests;
    B. All guestrooms with direct secondary egress;
    C. Smoke alarms as required by this Code or the building code;
    D. Carbon monoxide alarms where required by this Code or the building code;
    E. Monitored alarm system; and
    F. Fire extinguishers.
2. Bed and Breakfast inn:
    A. 3-5 guestrooms with maximum occupancy of more than 4 and less than 10 guests;
    B. 13-D sprinkler system throughout the structure;
    C. All guest rooms with direct secondary egress;
    D. Smoke alarms as required by this Code or the building code;
    E. Carbon monoxide alarms where required by this Code or the building code;
    F. Monitored alarm system; and
    G. Self-closing guestroom doors.
3. Bed and Breakfast lodge:
    A. 6-8 guestrooms with a maximum occupancy of 16 guests;
    B. 13-R sprinkler system throughout the structure;
    C. All guestrooms with direct secondary egress;
    D. Smoke alarms as required by this code or the building code;
    E. Carbon monoxide alarms where required by this code or the building code;
    F. Monitored alarm system;
    G. Self-closing guestroom doors; and
    H. Commercial hood system and pull stations.

Sec. 8.04.620. Subsection 903.2.9, Group S-1, amended.

The Fire Code, Subsection 903.2.9, Group S-1, is hereby amended to read as follows:

903.2.9 Group S-1. An automatic sprinkler system shall be provided throughout all buildings containing a Group S-1 occupancy where one of the following conditions exists:

1. A Group S-1 fire area exceeds 5,000 square feet (464.5 m2);
2. A Group S-1 fire area is located above the first floor above or below grade plane;
3. The combined area of all Group S-1 fire areas on all floors, including any mezzanines, exceeds 20,000 square feet (1858 m2); or
4. A Group S-1 fire area used for the storage of commercial motor vehicles where the fire area exceeds 5,000 square feet (464 m2).

Sec. 8.04.630. Subsection 903.2.9.1 Repair Garages, amended.

The Fire Code, Subsection 903.2.9.1 Repair Garages, is hereby amended to read as follows:

903.2.9.1 Repair garages. An automatic sprinkler system shall be provided throughout all buildings used as repair garages in accordance with Section 406.8 of the International Building Code, as shown:

1. Buildings having two or more stories above grade plane, including basements, with a fire area containing a repair garage exceeding 5,000 square feet (464.5 m2).
2. Buildings no more than one story above grade plane, with a fire area containing a repair garage exceeding 5,000 square feet (464.5 m2).
3. Buildings with repair garages servicing vehicles parked in basements.
4. A Group S-1 fire area used for the repair of commercial motor vehicles where the fire area exceeds 5,000 square feet (464 m2).

Sec. 8.04.635. Subsection 903.2.10.3, Lithium-ion or lithium metal powered vehicles, added.

The Fire Code, Subsection 903.2.10.3, Lithium-ion or lithium metal powered vehicles, is hereby added to read as follows:

903.2.10.3 Lithium-ion or lithium metal powered vehicles. An approved automatic sprinkler system shall be provided throughout fire areas used for the parking or storage of lithium-ion or lithium metal powered vehicles where the fire area exceeds 500 square feet (46.4 m2).

Exception: Residential garages in one- and two-family dwellings.

Sec. 8.04.640. Subsection 903.2.11.3, Buildings three or more stories in height, amended.

The Fire Code, Section 903.2.11.3, is hereby amended to read as follows:

903.2.11.3 Buildings three or more stories in height. An automatic sprinkler system shall be installed throughout buildings three or more stories in height.

Exception: Open parking structures (Group S-2) that are compliant with section 903.2.10 of this Code.

Sec. 8.04.650. Section 903.3.1.1.1 Exempt locations, amended.

The Fire Code, Section 903.3.1.1.1, Exempt locations, is hereby amended to read as follows:

903.3.1.1.1 Exempt locations. Automatic sprinklers shall not be required in the following rooms or areas where such rooms or areas are protected with an approved automatic fire detection system in accordance with Section 907.2 that will respond to visible or invisible particles of combustion:

1. A room where the application of water, or flame and water, constitutes a serious life or fire hazard as approved by the fire code official;

2. A room or space where sprinklers are considered undesirable because of the nature of the contents, where approved by the fire code official;

3. Generator and transformer rooms separated from the remainder of the building by walls and floor/ceiling or roof/ceiling assemblies having a fire-resistance rating of not less than 2 hours;

4. Rooms or areas that are of noncombustible construction with wholly noncombustible contents;

5. Fire service access elevator machine rooms and machinery spaces; and

6. Machine rooms, machinery spaces, control rooms and control spaces associated with occupant evacuation elevators designed in accordance with Section 3008 of the International Building Code.

Sprinklers shall not be omitted from a room merely because it is damp, of fire-resistance-rated construction, or contains electrical equipment.

Sec. 8.04.655. Section 903.3.1.1.3, Lithium-ion or lithium metal batteries, added.

The Fire Code, Section 903.3.1.1.3, Lithium-ion or lithium metal batteries, is hereby added to read as follows:

903.3.1.1.3 Lithium-Ion or lithium metal batteries.

Where automatic sprinkler systems are required by this code for areas containing lithium-ion or lithium metal batteries, the design of the system shall be based on a series of fire tests. Such tests shall be conducted or witnessed and reported by an approved testing laboratory. A report prepared by a registered design professional with expertise in fire protection engineering shall be provided to the fire code official for review and approval in accordance with Section 104.2.2 and shall address the range of variables associated with the intended arrangement of the hazards to be protected.

Sec. 8.04.660. Subsection 903.3.1.3, NFPA 13D sprinkler systems, amended.

The Fire Code, Subsection 903.3.1.3, NFPA 13D sprinkler systems, is hereby amended to read as follows:

903.3.1.3 NFPA 13D sprinkler systems. Automatic sprinkler systems installed in one- and two-family dwellings; Group R-3; Group R-4, Condition 1; townhouses, and bed and breakfast occupancies with a maximum occupancy of 10 guests shall be permitted to be installed throughout in accordance with NFPA 13D.

Sec. 8.04.670. Subsection 903.3.9, Backflow protection, added.

The Fire Code, Subsection 903.3.9, Backflow protection, is hereby added as follows:

903.3.9 Backflow protection. Modifications to water-based fire protection systems without backflow protection will require the installation of a backflow preventer per the City of Georgetown's plumbing code. All fire protection systems with a FDC shall have a reduced pressure zone or reduced pressure detector assembly installed.

Sec. 8.04.680. Section 903.4, Sprinkler System Supervision and Alarms, amended.

The Fire Code, Section 903.4, Sprinkler System Supervision and Alarms, is hereby amended to read as follows:

903.4 Sprinkler system supervision and alarms. Valves controlling the water supply for automatic sprinkler systems, pumps, tanks, water levels and temperatures, critical air pressures and waterflow switches on all sprinkler systems shall be electrically supervised by a listed fire alarm control unit.

Exceptions:

1. *Automatic sprinkler systems* protecting one- and two-family *dwellings.*
2. Limited area sprinkler systems in accordance with Section 903.3.8.
3. *Automatic sprinkler systems* installed in accordance with NFPA 13R where a common supply main is used to supply both domestic water and the *automatic sprinkler system,* and a separate shutoff valve for the *automatic sprinkler system* is not provided.
4. Jockey pump control valves that are locked in the open position.
5. Control valves to commercial kitchen hoods, paint spray booths or dip tanks that are locked in the open position.
6. Valves controlling the fuel supply to fire pump engines that are locked in the open position.
7. Trim valves to pressure switches in dry, preaction and deluge sprinkler systems that are locked in the open position.
8. Underground key or hub gate valves in roadway boxes.

Sec. 8.04.690. Subsection 903.4.4, Jockey pump valves, added.

The Fire Code, Subsection 903.4.4, Jockey pump vales, is hereby added as follows:

903.4.4 Jockey pump valves. Jockey pump control valves shall be of the indicating type, electronically supervised, and slow closure as identified by NFPA 13.

Sec. 8.04.700. Subsection 903.4.5, Control valves, added.

The Fire Code, Subsection 903.4.5 Control valves, is hereby added as follows:

903.4.5 Control valves. Backflow prevention devices 2" and smaller shall be equipped with indicating and slow closure type control valves.

Sec. 8.04.710. Subsection 903.4.6, Supervisory switches, added.

The Fire Code, Subsection 903.4.6, Supervisory switches, is hereby added as follows:

903.4.6 Supervisory switches. Plug type supervisory switches will not be allowed as a method to supervise any control valve.

Sec. 8.04.720. Subsection 905.2.1 Hydraulic safety factor, added.

The Fire Code, Subsection 905.2.1, Hydraulic safety factor, is hereby added as follows:

905.2.1 Hydraulic safety factor. Class I standpipe systems shall be hydraulically designed with a 10% safety factor. Safety factor is from the base of the riser on automatic standpipe systems and at the fdc for manual standpipe systems.

Sec. 8.04.730. Subsection 905.2.2 Class 1 Manual Standpipe systems, added.

The Fire Code, Subsection 905.2.2, Class 1 Manual Standpipe systems, is hereby added as follows:

905.2.2 Class 1 Manual Standpipe systems. CLASS 1 (WET OR DRY) MANUAL STANDPIPE SYSTEMS SHALL BE DESIGNED BASED ON AN ENGINE/PUMPER PROVIDING 1250 GPM AT 150 PSI AT THE FDC.

Sec. 8.04.740. Subsection 905.3.9, Travel distance, added.

The Fire Code, Subsection 905.3.9, Travel Distance, is hereby added as follows:

905.3.9 Travel distance. Class 1 standpipe shall also be required on all occupancies in which the distance from accessible points for fire department ingress to any point in the structure exceeds two hundred fifty feet (250') along the route that a fire hose is laid as measured from the fire lane.

Sec. 8.04.750. Section 905.4, Location of Class I standpipe hose connections, amended.

The Fire Code, Section 905.4, Location of Class I standpipe hose connections, is hereby amended to read as follows:

905.4 Location of Class I standpipe hose connections. Class I standpipe hose connections shall be provided in all of the following locations:

1. In every required interior exit stairway, a hose connection shall be provided for each story above and below grade plane. Hose connections shall be located at an intermediate landing between stories unless otherwise approved by the fire code official.

   Exception: A single hose connection shall be permitted to be installed in the open corridor or open breezeway between open stairs that are not greater than 75 feet (22 860 mm) apart.

2. On each side of the wall adjacent to the exit opening of a horizontal *exit.*

   Exception: Where floor areas adjacent to a horizontal exit are reachable from an interior exit stairway hose connection by a 30-foot (9144 mm) hose stream from a nozzle attached to 100 feet (30 480 mm) of hose, a hose connection shall not be required at the horizontal exit.

3. In every exit passageway, at the entrance from the exit passageway to other areas of a building.

   Exception: Where floor areas adjacent to an exit passageway are reachable from an interior exit stairway hose connection by a 30-foot (9144 mm) hose stream from a nozzle attached to 100 feet (30 480 mm) of hose, a hose connection shall not be required at the entrance from the exit passageway to other areas of the building.

4. In covered mall buildings, adjacent to each exterior public entrance to the mall and adjacent to each entrance from an exit passageway or exit corridor to the mall. In open mall buildings, adjacent to each public entrance to the mall at the perimeter line and adjacent to each entrance from an exit passageway or exit corridor to the mall.

5. Where the roof has a slope less than 4 units vertical in 12 units horizontal (33.3-percent slope), a hose connection shall be located on the roof or at the highest landing of stairways with stair or ladder access to the roof. An additional hose connection shall be provided at the top of the most hydraulically remote standpipe for testing purposes. Hose valves located on the roof shall be controlled on the roof and installed in a manner to prevent freezing.

6. Where the most remote portion of a nonsprinklered floor or story is more than 150 feet (45 720 mm) from a hose connection or the most remote portion of a sprinklered floor or story is more than 200 feet (60 960 mm) from a hose connection, the fire code official is authorized to require that additional hose connections be provided in approved locations.

Sec. 8.04.760. Subsection 905.8.1, Standpipe supervision, added.

The Fire Code, Subsection 905.8.1 Standpipe supervision, is hereby added as follows:

905.8.1 Standpipe supervision. All dry standpipe systems shall be monitored with a minimum of 10 PSI and a maximum of 40 PSI air pressure with a high/low alarm and supervised with the guidelines of NFPA 72.

Sec. 8.04.770. Subsection 905.11 Locking Standpipe Outlet Caps, amended and exception added.

The Fire Code, Subsection 905.11 Locking Standpipe Outlet Caps, is amended and an exception is hereby added as follows:

905.11 Locking standpipe outlet caps. The fire code official is authorized to require locking caps on the outlets on standpipes.

Exception: the fire code official has the authority to allow standard hose valve caps in occupancies not susceptible to vandalism or accidental discharge.

Sec. 8.04.780. Section 907.2.2.2 Animal Housing and Care Facilities, added.

The Fire Code, Section 907.2.2.2 is hereby added to read as follows:

907.2.2.2 Animal housing or care facilities. Fire areas containing an animal housing or care facility shall be provided with an electronically supervised automatic smoke detection system. In spaces provided with a source of heat or light but otherwise unconditioned, in lieu of smoke detection the alarm system may be activated by quick response heat detectors with a response time index of less than 100 (e.g. RTI classification of "quick", "ultra fast", "v-fast").

Exception: Smoke detectors and/or quick response heat detectors are not required where the building is equipped throughout with an automatic sprinkler system installed in accordance with Sections 903.3 and 903.4 and activation of the automatic sprinkler system activates notification appliances as required by Section 907.2.2.2.1.

Section 907.2.2.2.1 Notification appliances. Notification appliances shall provide audible and visual alarm signals in office areas and other areas within the fire area where no animals are housed or cared for. Notification appliances within areas where animals are housed or cared for shall provide only visual alarm signals.

Sec. 8.04.790. Subsection 907.2.9.1, Manual Fire alarm system, amended.

The Fire Code, Subsection 907.2.9.1, Manual Fire alarm system, is hereby amended to read as follows:

907.2.9.1 Manual fire alarm system. A manual fire alarm system that activates the occupant notification system in accordance with section 907.5 shall be installed in group R-2 occupancies where any of the following conditions apply:

1. Any dwelling unit or sleeping unit is located three or more stories above the lowest level of exit discharge.
2. Any dwelling unit or sleeping unit is located more than one story below the highest level of exit discharge of exits serving the dwelling unit or sleeping unit.
3. The building contains more than 4 dwelling units or sleeping units. Newer codes now require co detectors in residence, so this will satisfied two different types of detectors.

Sec. 8.04.791, Section 907.2.11.1, Group R-1, amended.

The Fire Code, Section 907.2.11.1, Group R-1, is hereby amended to read as follows:

907.2.11.1 Group R-1. Single- or multiple-station smoke alarms shall be installed in all of the following locations in Group R-1:

1. In each room used for sleeping purposes.

2. In every room in the path of the means of egress from the sleeping area to the door leading from the sleeping unit.

3. In each story within the sleeping unit, including basements. For sleeping units with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level.

4. In the sleeping loft or within the room to which a sleeping loft is open immediately outside the sleeping loft.

Sec. 8.04.792. Section 907.2.11.2 Groups R-2, R-3, R-4, and I-1, amended.

The Fire Code, Section 907.211.2 Groups R-2, R-3, R-4 and I-1, is hereby amended to read as follows:

907.2.11.2 Groups R-2, R-3, R-4, and I-1.

Single- or multiple-station smoke alarms shall be installed and maintained in Groups R-2, R-3, R-4 and I-1 regardless of occupant load at all of the following locations:

1. On the ceiling or wall immediately outside of each separate sleeping area and immediately outside of bedrooms.

2. In each room used for sleeping purposes.

3. In each story within a dwelling unit, including basements but not including crawl spaces and uninhabitable attics. In dwellings or dwelling units with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level.

4. In the sleeping loft or within the room to which a sleeping loft is open immediately outside of the sleeping loft.

Sec. 8.04.793, Section 907.6.6, Monitoring, amended.

The Fire Code, Section 907.6.6, Monitoring, is hereby amended to read as follows:

907.6.6 Monitoring. Fire alarm systems required by this code or by the International Building Code shall be monitored by an approved supervising station in accordance with NFPA 72.

Sec. 8.04.800. Subsection 912.3 Number of hose connections, added.

The Fire Code, Subsection 912.3., Number of hose connections, is hereby added as follows:

912.3 Number and Type of Fire Hose Connections. Fire Department connections shall include a minimum of one 5" storz connections for standpipe systems with a demand up to 500 GPM. Systems with a demand greater than 500 GPM shall require an additional 2.5" connection for each 250 gallons of system demand. This applies to extra hazard group 1 & 2, storage occupancies.

Exception: A single 2.5" FDC inlet is allowed for single risers on 13R systems.

Sec. 8.04.810. Section 912.5, Signs, amended.

The Fire Code, Section 912.5 Signs, is hereby amended to read as follows:

912.5 Signs. Reference Georgetown Fire Department sign manual for signage requirements

Sec. 8.04.820. Section 912.8, Fire Department Connections, added.

The Fire Code, Section 912.8, Fire Department Connections, is hereby added to read as follows:

912.8 Fire Department Connections. All Fire Department Connections (FDCs) shall be marked as approved by the Fire Code Official. Two red street lane reflectors (Stimsonite model 88AB or similar) shall be installed six inches from centerline of the fire apparatus access roadway on the side closest to the FDC. Markers shall be parallel to the FDC having the reflective ends of the street markers facing the director of traffic.

Sec. 8.04.830. Section 913.4, Valve supervision, amended.

The Fire Code, Section 913.4, Valve supervision, is hereby amended to read as follows:

913.4 Valve supervision. Where provided, the fire pump suction, discharge and bypass valves, and isolation valves on the backflow prevention device or assembly shall be supervised open by one of the following methods:

1. Central-station, proprietary or remote-station signaling service.
2. Local signaling service that will cause the sounding of an audible signal at a constantly attended location
3. Locking valves open.

Sec. 8.04.840. Subsection 913.5.5 Test Header, added.

The Fire Code, Subsection 913.5.5, is hereby added as follows:

913.5.5 Fest [Test] header - fire pumps shall be equipped with a test header per NFPA 20 to allow a full flow testing. Test headers shall be installed on the exterior wall or in another location outside the pump room that allows for water discharge during testing.

Sec. 8.04.850. Section 913.6, Fire pump suction pressure, added.

The Fire Code, Section 913.6, Fire pump suction pressure hereby added as follows:

913.6 Fire pump suction pressure. Fire pump suction pressure shall be no less than 20 PSI when flowing 150% of the pumps capacity.

Sec. 8.04.860. Sections 915.1.1 through 915.1.5, amended.

The Fire Code, Sections 915.1.1 through 915.1.5 amended as follows:

915.1.1 Where required. Carbon monoxide detection shall be provided in Group I-1, I-2, I-4 and R occupancies, in Group B fire areas containing an animal housing or care facility, and in classrooms in Group E occupancies in the locations specified in Section 915.2 where any of the conditions in Sections 915.1.2 through 915.1.6 exist.

915.1.2 Fuel-burning appliances and fuel-burning fireplaces. Carbon monoxide detection shall be provided in dwelling units, sleeping units, rooms of animal housing or care facilities where animals are housed or cared for, and classrooms that contain a fuel-burning appliance or a fuel-burning fireplace.

915.1.3 Forced-air furnaces. Carbon monoxide detection shall be provided in dwelling units, sleeping units, rooms of animal housing or care facilities where animals are housed or cared for, and classrooms served by a fuel-burning, forced-air furnace.

Exception: Carbon monoxide detection shall not be required in dwelling units, sleeping units, rooms of animal housing or care facilities where animals are housed or cared for, and classrooms where carbon monoxide detection is provided in the first room or area served by each main duct leaving the furnace, and the carbon monoxide alarm signals are automatically transmitted to an approved location.

915.1.4 Fuel-burning appliances outside of dwelling units, sleeping units, rooms of animal housing or care facilities where animals are housed or cared for, and classrooms. Carbon monoxide detection shall be provided in dwelling units, sleeping units, rooms of animal housing or care facilities where animals are housed or cared for, and classrooms located in buildings that contain fuel burning appliances or fuel-burning fireplaces.

Exceptions:

1. Carbon monoxide detection shall not be required in dwelling units, sleeping units, rooms of animal housing or care facilities where animals are housed or cared for, and classrooms where there are no communicating openings between the fuel-burning appliance or fuel-burning fireplace and the dwelling unit, sleeping unit, room of the animal housing or care facility where animals are housed or cared for, or classroom.
2. Carbon monoxide detection shall not be required in dwelling units, sleeping units, rooms of animal housing or care facilities where animals are housed or cared for, and classrooms where carbon monoxide detection is provided in one of the following locations:
    2.1. In an approved location between the fuel burning appliance or fuel-burning fireplace and the dwelling unit, sleeping unit, room of the animal housing or care facility where animals are housed or cared for, or classroom.
    2.2. On the ceiling of the room containing the fuel-burning appliance or fuel-burning fireplace.

915.1.5 Private garages. Carbon monoxide detection shall be provided in dwelling units, sleeping units, rooms of animal housing or care facilities where animals are housed or cared for, and classrooms in buildings with attached private garages.

Exceptions:

1. Carbon monoxide detection shall not be required where there are no communicating openings between the private garage and the dwelling unit, sleeping unit, room of the animal housing or care facility where animals are housed or cared for, or classroom.
2. Carbon monoxide detection shall not be required in dwelling units, sleeping units, rooms of animal housing or care facilities where animals are housed or cared for, and classrooms located more than one story above or below a private garage.
3. Carbon monoxide detection shall not be required where the private garage connects to the building through an open-ended corridor.
4. Where carbon monoxide detection is provided in an approved location between openings to a private garage and dwelling units, sleeping units, rooms of animal housing or care facilities where animals are housed or cared for, or classrooms, carbon monoxide detection shall not be required in the dwelling units, sleeping units, rooms of animal housing or care facilities where animals are housed or cared for, or classrooms.

Sec. 8.04.870. Sections 915.3, Detection Equipment, amended.

The Fire Code, Section 915.3, Detection Equipment is hereby amended as follows:

915.3 Detection Equipment. Carbon monoxide detection required by Sections 915.1 through 915.2.3 shall be provided by carbon monoxide alarms complying with Section 915.4 or carbon monoxide detection systems complying with Section 915.5. Electronically supervised carbon monoxide detection systems complying with section 915.5 shall be provided in group B fire areas containing an animal housing or care facility when the animals are not provided with constant supervision.

Sec. 8.04.875. Section 1006.3.4.2, Single Exit Four- to Six-story Group R-2 Occupancies, added.

The Fire Code Section 1006.3.4.2, Single Exit Four- to Six-story Group R-2 Occupancies, is hereby added to read as follows:

1006.3.4.2 Single Exit Four- to Six-story Group R-2 Occupancies. Single Exit Four- to Six Story Group R-2 occupancies with a single exit shall comply with Table 1006.3.4(1) and all the following:

1.The building shall not contain an occupied floor located more than 75 feet (22 860 mm) above the

lowest level of fire department vehicle access (is not a high-rise building as defined in the International Building Code).

2. The net floor area of each floor served by a single exit shall not exceed 4,000 square feet (418.5 m).

3. An exterior exit stairway or interior exit stairway shall be provided at each story served by a single exit. Exit Access Doors into the exit stairway shall swing in the direction of egress travel regardless of the occupant load served.

4. Regardless of the stairway construction type, automatic sprinkler locations in interior exit stairways shall comply with the requirements of NFPA 13 for combustible stairways.

5. There shall be no more than 20 feet (6096 mm) of travel to the exit stairway from the entry/exit door of any dwelling unit.

6. The exit shall not terminate in an egress court where the court depth exceeds the court width unless it is possible to exit in either direction to the public way.

7. Other occupancies shall not communicate with the Group R occupancy portion of the building or with the single-exit stairway.

Exception: Parking garages that are accessory to the Group R occupancy and occupied roofs that comply with IBC section 503.1.4 with an occupant load of less than fifty persons that are accessory to the Group R occupancy are permitted to communicate with the exit stairway.

8. The exit serving the Group R occupancy shall not discharge through any other occupancy, including an accessory parking garage.

9. Openings to the interior exit stairway enclosure shall be limited to those required for exit access into the enclosure from normally occupied spaces, those required for egress from the enclosure, and openings to the exterior. Elevators shall not open into the interior exit stairway enclosure.

10. The fire department connection (FDC) shall be located adjacent to, and be visible from, the primary fire department vehicle access location.

11.A manual fire alarm system and automatic smoke detection system that activates the occupant notification system in accordance with Section 907.5 shall be provided. Smoke detectors shall be in common spaces outside of dwelling units, including but not limited to gathering areas, laundry rooms, mechanical equipment rooms, storage rooms, interior corridors, interior exit stairways, and exit passageways.

12.Electrical receptacles shall be prohibited in the single exit stairway.

13.Elevator access shall be provided.

Sec. 8.04.880. Section 1009.1, Accessible means of egress required, amended.

The Fire Code, Section 1009.1, Accessible means of egress required, is hereby amended to read as follows:

1009.1 Accessible means of egress required. Within the boundaries of Emergency Services District # 8, accessible means of egress shall comply with both this section and the architectural barriers act of the Texas Civil Statutes (Texas Accessibility Standards or TAS). The fire code official is authorized to require the owner, applicant or agent to provide a technical report from a qualified person certifying TAS compliance. Accessible spaces shall be provided with not less than one accessible means of egress. Where more than one means of egress is required by section 1006.2 or 1006.3 from an accessible space, each accessible portion of the space shall be served by not less than two accessible means of egress.

Sec. 8.04.890. Section 1103.7.7, Animal Housing or Care Facilities, added.

The Fire Code, Section 1103.7.7, Animal Housing or Care Facilities is hereby added as follows:

1103.7.7 Animal housing or care facilities. An electronically supervised automatic smoke detection system complying with section 907.2.2.2 shall be installed in all fire areas containing an existing Group B Animal housing or care facility without constant supervision.

Sec. 8.04.891. Section 1107, Fire protection for post-fire repair or reconstruction, added.

The Fire Code, Section 1107, Fire protection for post-fire repair or reconstruction, is hereby added to read as follows:

SECTION 1107

FIRE PROTECTION FOR POST-FIRE REPAIR OR RECONSTRUCTION[JS18.1][CW18.2][CW18.3]

1107.1 Institutional and residential occupancies. Where an unsprinklered Group I, Group R-1, Group R-2, or Group R-4 Occupancy is repaired or reconstructed following a fire incident that caused more than 50-percent of a fire area to remain unoccupiable for a period of 60 or more days, an automatic sprinkler system complying with Section 903.3 shall be installed throughout such fire area or fire areas as part of the repair or reconstruction.

Sec. 8.04.892. Subsection 1207.12, Pre-existing lithium-ion technology energy storage systems, added.

The Fire Code, Section 1207.12, Pre-existing lithium-ion technology energy storage systems, is hereby added to read as follows:

1207.12 Pre-existing lithium-ion technology energy storage systems. The owner of an energy storage system (ESS) utilizing lithium-ion battery technology having capacities exceeding the values in Table 1207.1.3 and installed prior to the jurisdiction's adoption of the 2018 or later edition of the International Fire Code that are not listed to UL 9540 shall provide the fire code official a failure modes and effects analysis (FMEA) or other approved hazard mitigation analysis technical report in accordance with Section 104.2.2 for review and approval.

Exception: Detached one- and two-family dwellings and townhouses.

1207.12.1 Early detection. In addition to the requirements of Sections 1207.1.8.1 and 1207.1.8.2 identifying potential failure events, the analysis report shall include an assessment of the ability of the installed

protection systems to provide for early detection and notification of a thermal runaway event in relation to the ability of emergency responders to safely mitigate the size and impact of a thermal runaway event.

1207.12.2 Corrective action plan. Where hazards are identified by the analysis, a plan that includes a timetable for corrective action shall be submitted to the fire code official for review and approval. The plan shall include actions and system improvements necessary for eliminating or mitigating any identified hazards, including listed methods for early detection and notification of a thermal runaway event.

Sec. 8.04.900. Section 3101.1 Scope, amended.

The Fire Code, Section 3101.1 Scope, is hereby amended to read as follows:

3101.1 Scope. Tents, temporary stage and canopies, temporary special event structures and membrane structures shall comply with this chapter and THE CITY OF GEORGETOWN FIRE DEPARTMENT'S SPECIAL EVENT MANUAL Section General Tent and Canopy. The provisions of Section 3103 are applicable only to temporary tents and membrane structures. The provisions of Sections 3104 and 3106 are applicable to temporary and permanent tents and membrane structures. The provisions of Section 3105 are applicable to temporary special event structures. The provisions of Section 3106 are applicable to outdoor assembly events. Other temporary structures shall comply with the International Building Code.

Sec. 8.04.910. Subsection 5706.2.4.4 Locations where above-ground tanks are prohibited, amended.

The Fire Code, Subsection 5706.2.4.4 Locations where above-ground tanks are prohibited, is hereby amended to read as follows:

5706.2.4.4 Locations where above-ground tanks are prohibited. The storage of Class I and II liquids in above-ground tanks is prohibited within the City of Georgetown city limits, with exception of areas that are zoned for industrial use. Storage of Class I and II liquids may be permitted at the discretion of the Fire Code Official following review of the proposed location and the fire protection for storage areas. Storage shall not be allowed within 100 feet (30,480mm) of the property line of any Group E, I, or R occupancies.

Sec. 8.04.920. Chapter 61, Liquified Petroleum Gases, deleted.

The Fire Code, Chapter 61, Liquified Petroleum Gases is hereby deleted in its entirety.

Sec. 8.04.925, subsection 6304.1.9, Dry chemical and CO2 extinguishers, added.

The Fire Code, Subsection 6304.1.9, Dry chemical and CO2 extinguishers, is hereby added to read as follows:

6304.1.9. Dry chemical and CO2 extinguishers. The placement and use of carbon dioxide (CO2) or dry chemical fire extinguishers containing ammonium compounds (Class A:B:C) shall not be used in areas where oxidizers are stored.

Sec. 8.04.930. Appendix B Subsection B105.1, one- and two-family dwellings, Group R-3 and R-4 Buildings and Townhouses amended.

The Fire Code Appendix B Subsection B105.1, one- and two-family dwellings, Group R-3 and R-4 buildings and townhouses, is hereby amended to read as follows:

B105.1 One- and two-family dwellings, Group R-3 and R-4 buildings and townhouses. The minimum fire-flow and flow duration requirements for one- and two-family dwellings, Group R-3 and R-4 buildings and townhouses shall be as specified in Tables B105.1(1) as amended and B105.1(2).

TABLE B105.1(1) LOCAL AMENDMENT REQUIRED FIRE-FLOW FOR ONE-AND-TWO-FAMILY DWELLINGS, GROUP R-3 AND R-4 BUILDINGS AND TOWNHOUSES

FIRE FLOW BY SEPARATION DISTANCE				
FIRE FLOW CALCULATION AREA	**SPRINKLER**	**>10'**	**>30'**	**Flow Duration**
0—3600 SQFT	NO	1000	750	1 hour
3601—5000 SQFT	NO	TABLE B105.1(2)	1000	1 hour
5001 AND GREATER	NO	TABLE B105.1(2)	TABLE B105.1(2)	TABLE B105.1(2)
0—5000 SQFT	YES	1/2 VALUE IN TABLE B 105.1 (2)	500	½ hour
5001 AND GREATER	YES	1/2 VALUE IN TABLE B105.1(2)	1/2 VALUE IN TABLE B105.1(2)	1 hour

Sec. 8.04.940. Appendix D Section D103.2, Grade, amended.

The Fire Code, Appendix D Section D103.2, Grade, is hereby amended to read as follows:

D103.2 Grade. Fire apparatus access roads shall not exceed 10 percent in grade.

Exception: Scored concrete roads and fire lanes with grades steeper than 10 percent as approved by the fire code official.

Sec. 8.04.950. Appendix D Section D103.5, fire apparatus access road gates, amended.

The Fire Code, Appendix D Section D103.5, fire apparatus access road gates, is hereby amended to read as follows:

D103.5 Fire apparatus access road gates. Gates securing the fire apparatus access roads shall comply with all of the following criteria:

1. The minimum unobstructed gate width shall be not less than 20 feet (6096 mm). Where a fire apparatus road consists of a divided roadway, the gate width shall be not less than 12 feet (3658 mm).

   Exception: One- and Two-Family Dwellings as approved by the Fire Code Official.

2. Gates shall be of the swinging sliding type.
3. Construction of gates shall be of materials that allow manual operation by one person.
4. Gate components shall be maintained in an operative condition at all times and replaced or repaired when defective.
5. Electrically operated gates:

   A. Shall be equipped with a means of opening the gate by fire department personnel for emergency access. Emergency access devices shall be approved by the fire code official.

   B. Shall be in the fully-opened position for no more than 30 seconds.

   C. Shall have a manual override system. Manual override operations shall be located on the entrance side of the gate, or when power has failed, the gate(s) shall open and stay open until power is restored for normal operations.

   D. Shall have installed approved preemptive control opening equipment.

   Exceptions:

i. Driveways serving one- and two-family dwellings as approved by the Fire Code Official.

ii. Gates serving as an emergency access with 24-hour staffed gatehouses.

6. Manual Opening Gates:

   A. May be locked when approved by the Fire Code Official.

   B. If equipped with a lock, keys shall be provided for installation into an approved Fire Department key box. Keys shall be maintained current.

7. Locking device specifications shall be submitted for approval by the fire code official.

8. Electric gate operators, where provided, shall be *listed* in accordance with UL 325.

9. Gates intended for automatic operation shall be designed, constructed, and installed to comply with the requirements of ASTM F2200.

10. A construction permit in accordance with subsection 503.6 is required to install or modify a gate across fire apparatus roadways.

11. Maintenance of gates securing fire apparatus access. Gates shall be maintained in an operative condition and repaired or replaced when defective. When required by the fire code official, defective gates shall be secured in the open position until repaired.

Sec. 8.04.960. Figure D103.1 (Dead ends), amended.

The Fire Code, Figure 103.1, Dead ends, is hereby amended as follows:

REVISE FIGURE 103.1 AND TABLE 103.4 TO SHOW THAT THE DIAMETER OF CUL-DE-SAC SHALL HAVE A DIAMETER OF 100' AS MEASURED FROM FACE OF CURB TO FACE OF CURB.

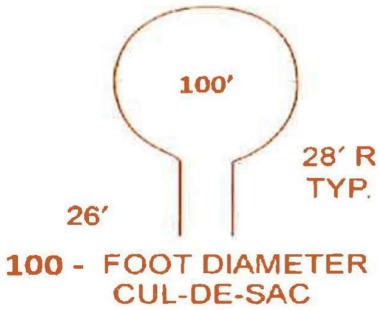


TABLE D103.4 REQUIREMENTS FOR DEAD-END FIRE APPARATUS ACCESS ROADS

LENGTH (feet)	WIDTH (feet)	TURNAROUNDS REQUIRED
0-150	20	None required
151-500	20	120-foot Hammerhead, 60-foot "Y" or 100-foot diameter cul-de-sac in accordance with Figure D103.1
501-750	26	120-foot Hammerhead, 60-foot "Y" or 100-foot diameter cul-de-sac in accordance with Figure D103.1
Over 750	Special approval required	

Sec. 8.04.970. Appendix D Subsection D103.5.1, existing fire apparatus access road gates, added.

The Fire Code, Appendix D Subsection D103.5.1, existing fire apparatus access road gates, is hereby added to read as follows:

D103.5.1 Existing fire apparatus access road gates. Existing gates securing fire apparatus access roads shall comply with Section D103.5.

Sec. 8.04.980. Appendix D subsection D103.6, Signs, amended.

The Fire Code, Appendix D subsection D103.6, Signs, is hereby amended to read as follows:

D103.6 Signs. Where required by the fire code official, fire apparatus access roads shall be marked and signs shall be installed according to the appropriate application:

1. Commercial Application. A sign 12-inches wide and 18-inches in height with red lettering on a white reflective background and border in red stating "FIRE LANE - TOW AWAY ZONE." The words "FIRE LANE" by themselves are not acceptable. Sign shall be mounted conspicuously along the edge of the fire lane. Sign must be spaced no more than 30 feet apart at a minimum height of 7 feet above finished grade.
2. In subdivision streets where parking is not allowed on one side or both sides of the street, fire lanes are required shall be marked and maintained in the following manner: A sign 12-inches wide and 18-inches in height with red lettering on a white reflective background and border in red stating "FIRE LANE - TOW AWAY ZONE." The words "FIRE LANE" by themselves are not acceptable. Sign shall be mounted conspicuously along the edge of the fire lane. Sign must be at the beginning of a street and spaced no more than 250 feet apart at a minimum height of 7 feet above finished grade.

Sec. 8.04.990. Appendix D subsection D103.6.2, Roads more than 26 feet wide, amended.

The Fire Code, Appendix D subsection D103.2, Roads more than 26 feet wide, is hereby amended to read as follows:

Fire lane signs as specified in Section D103.6 shall be posted on one side of fire apparatus access roads more than 26 feet wide (7925 MM) and less than 31 feet wide (9754 MM). Measured from back of curb to back of curb.

Sec. 8.04.1000. Appendix D, Subsection D103.7, Driveways, added.

The Fire Code, Appendix D, Subsection D103.7, Driveways, is hereby added to read as follows:

D103.7 Driveways. Driveways exceeding 150 feet (45,720mm) in length providing access to dwelling units shall provide a minimum unobstructed width of 14 feet (4267mm) and a minimum unobstructed height of 13 feet 6 inches (4115mm). Driveways in excess of 150 feet (45,720mm) in length shall be provided with turnarounds. Driveways in excess of 200 feet (60,960mm) in length and less than 20 feet (6096mm) in width shall be provided with turnouts in addition to turnarounds. A driveway shall not serve in excess of five dwelling units. Driveways that connect with a road or roads at more than one point may be considered as having a turnaround. Driveway turnouts shall be an all-weather road surface at least 10 feet (2048) wide and 30 feet (9144mm) long. Driveway turnouts shall be located as required by the Fire Code Official.

Sec. 8.04.1010. Appendix D, Subsection D103.8, Divided fire apparatus access road turnarounds, added.

The Fire Code, Appendix D, Subsection D103.8, Divided fire apparatus access road turnarounds, is hereby added to read as follows:

D103.8 Divided fire apparatus access road turnarounds. Fire apparatus access roads that are divided with medians shall be provided with median breaks for emergency vehicle turnarounds. The maximum distance between median breaks shall be 2,640 feet (804,700mm).

Sec. 8.04.1020. Appendix D, Section D104.2, Buildings, facilities and shopping centers exceeding 62,000 square feet (5760m) in Gross building fire area, amended.

The Fire Code, Appendix D, Subsection D104.2, is hereby amended to read as follows:

D104.2 Buildings, Facilities, and Shopping Centers exceeding 62,000 square feet (5760m^2) in gross building fire area. Buildings, or facilities, and shopping centers having a gross building fire area of more than 62,000 square feet (5760m^2) shall be provided with two separate and approved fire apparatus access roads.

Sec. 8.04.1030. Section D107.2 Remoteness, amended.

The Fire Code, Section D107.2, Remoteness, is hereby amended to read as follows:

D107.2 Remoteness. where two fire apparatus access roads are required, they shall be placed a distance apart equal to not less than one-half of the length of the maximum overall diagonal dimension of the property or area to be served, measured in a straight line between accesses. At the discretion of the fire code official, the remoteness requirement could be waived, because of location on property, topography, waterways, nonnegotiable grades or other similar conditions.

Sec. 8.04.1040. Section L101.1 Scope, amended.

The Fire Code, Section L101.1, Scope, is hereby amended to read as follows:

L101.1 Scope. Firefighter air replenishment systems (FARS) shall be provided in accordance with this appendix.

L101.1.05 Exception. Depending on specific building characteristics or special hazards that result in the requirement for an installation of a FARS, the fire code official is authorized to assess a fee in lieu of the installation of such a systems. The decision to accept a fee in lieu of system installation shall be based on the fire department's capability of replenishing firefighter breathing air during sustained emergency operations. Considerations shall include but may not be limited to:

1. Building characteristics, such as number of stories above or below grade plane, floor area, type of construction and fire resistance of the primary structural frame to allow sustained fire-fighting operations based on a rating of not less than 2 hours;
2. Special hazards, other than buildings, that require unique accommodations to allow the fire department to replenish firefighter breathing air;
3. Fire department staffing level; and/or
4. Availability of a fire department breathing air replenishment systems or vehicles.

Sec. 8.04.1050. Section L101.1.1 Required location, added.

The Fire Code, Section L101.1.1, Required Location, is hereby added to read as follows:

L101.1.1 Required location. In new buildings, fill stations shall be required when any on the following conditions occur:

1. Any new building more than 5 stories in height.
2. Any new building more than 2 stories below grade.
3. Any new building 500,000 square feet or more in size.

L101.1.2 Exception. Depending on specific building characteristics or special hazards that result in the requirement for an installation of a FARS, the fire code official is authorized to assess a fee in lieu of the installation of such a systems. The decision to accept a fee in lieu of system installation shall be based on the fire department's capability of replenishing firefighter breathing air during sustained emergency operations. Considerations shall include but may not be limited to:

1. Building characteristics, such as number of stories above or below grade plane, floor area, type of construction and fire resistance of the primary structural frame to allow sustained fire-fighting operations based on a rating of not less than 2 hours.
2. Special hazards, other than buildings, that require unique accommodations to allow the fire department to replenish firefighter breathing air.
3. Fire department staffing level.
4. Availability of a fire department breathing air replenishment systems or vehicles.

City of Georgetown, Texas
City Council
August 25, 2026

SUBJECT:
First Reading - Amending Rates of Speed on Ronald Reagan Blvd

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

ITEM SUMMARY:
The City Council of the City of Georgetown finds it in the best interest of the community to periodically review and update speed zones within the City. The City Charter grants the City Council the authority to review and update certain chapters in the Code of Ordinances; and

Transportation has reviewed the speed zones along the following roadways and recommends modification of the speeds and school zones for:

- Ronald Reagan Blvd
- SH 195
- Westinghouse Rd
- Woodlake Dr.

FINANCIAL IMPACT:
The cost of updating the regulatory signage is provided by the Public Works FY26 operating budget.

SUBMITTED BY:
Shawn Gunnin, Systems Engineering

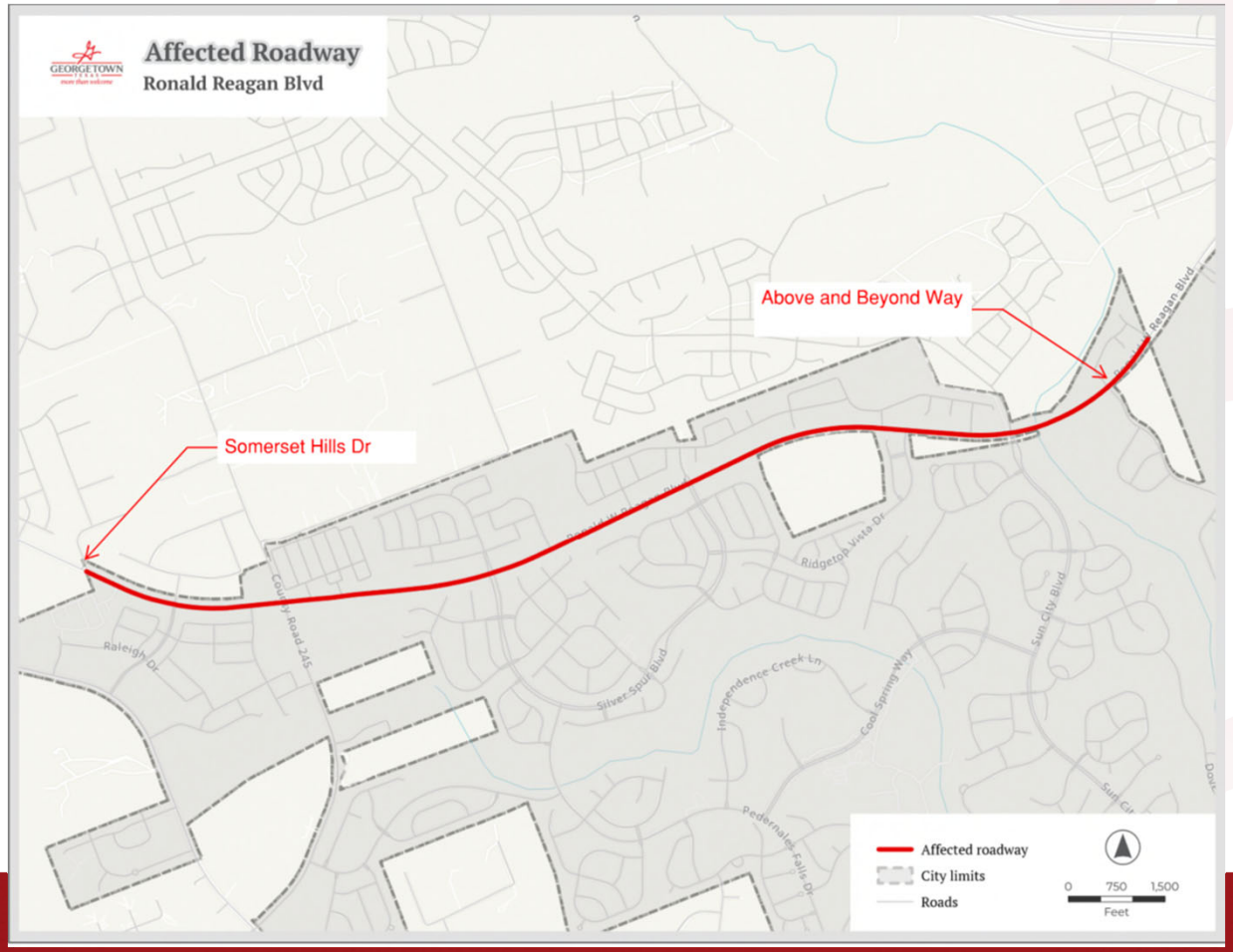
ATTACHMENTS:
Presentation - First Reading - Chapter 10 - 8-18-26.pdf
SH 195 School Zone Updated - 8-17-26.pdf
Westinghouse Rd - Speed Limit.pdf
Woodlake - Speed Zone Relocation - 8.17.2026.pdf
ORD_School Zone and Reduced Speed Chapter 10 Update_8.25.2026.pdf
Exhibit A_Amendment to Sec. 10.12.090_8.25.2026.pdf
Exhibit B_Amendment to Sec. 10.12.130_8.25.2026.pdf
Exhibit A_Amendment to Sec. 10.12.090 redline.pdf
Exhibit B_Amendment to Sec. 10.12.130_redline.pdf

First Reading – Update Code of Ordinances Section 10

August 25, 2026 | City Council

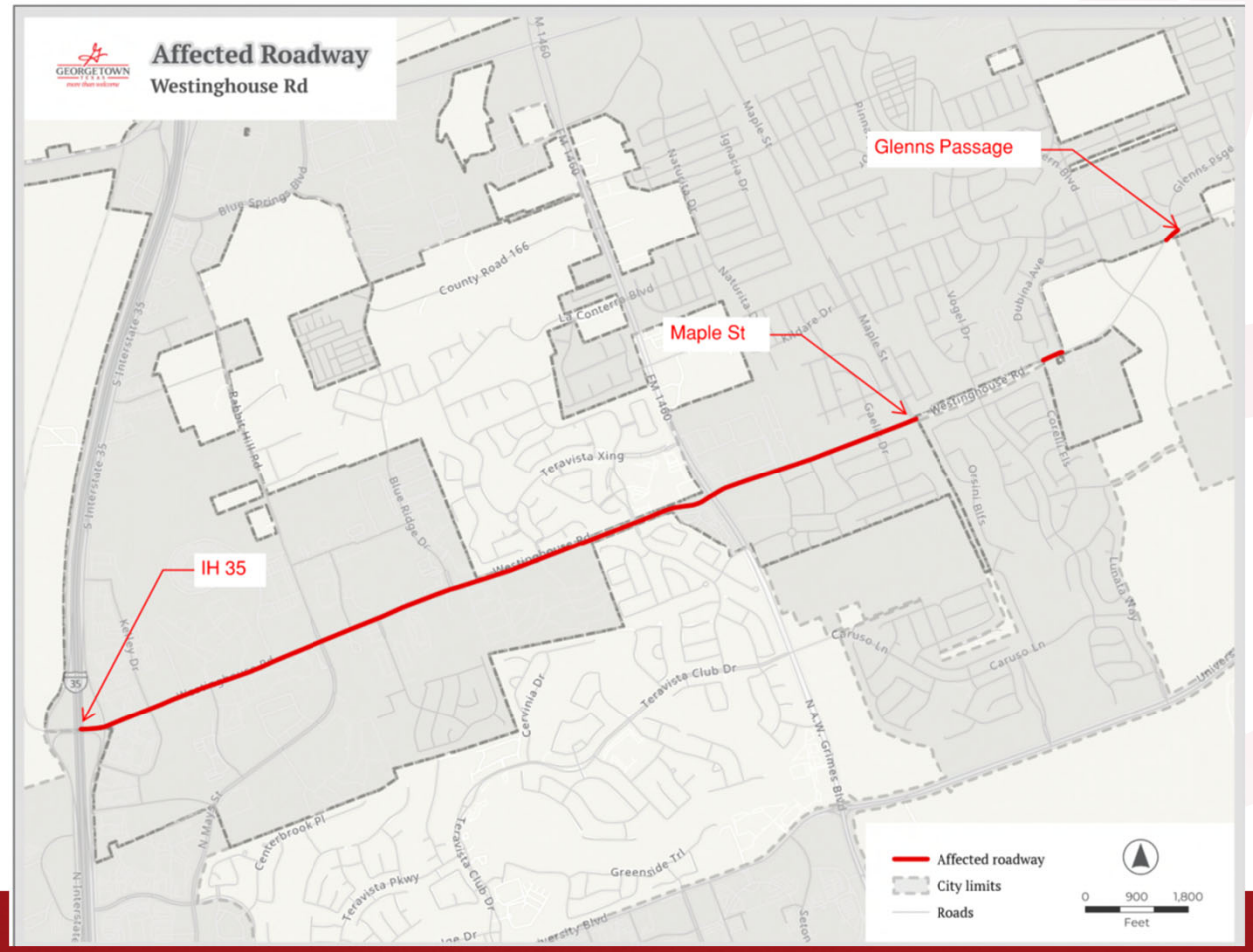
GEORGETOWN TEXAS

Ronald Reagan – 55 mph Speed Limit



1369

Westinghouse Rd – 45 mph Speed Limit



1370

Grace Academy – 35 mph School Zone



1371

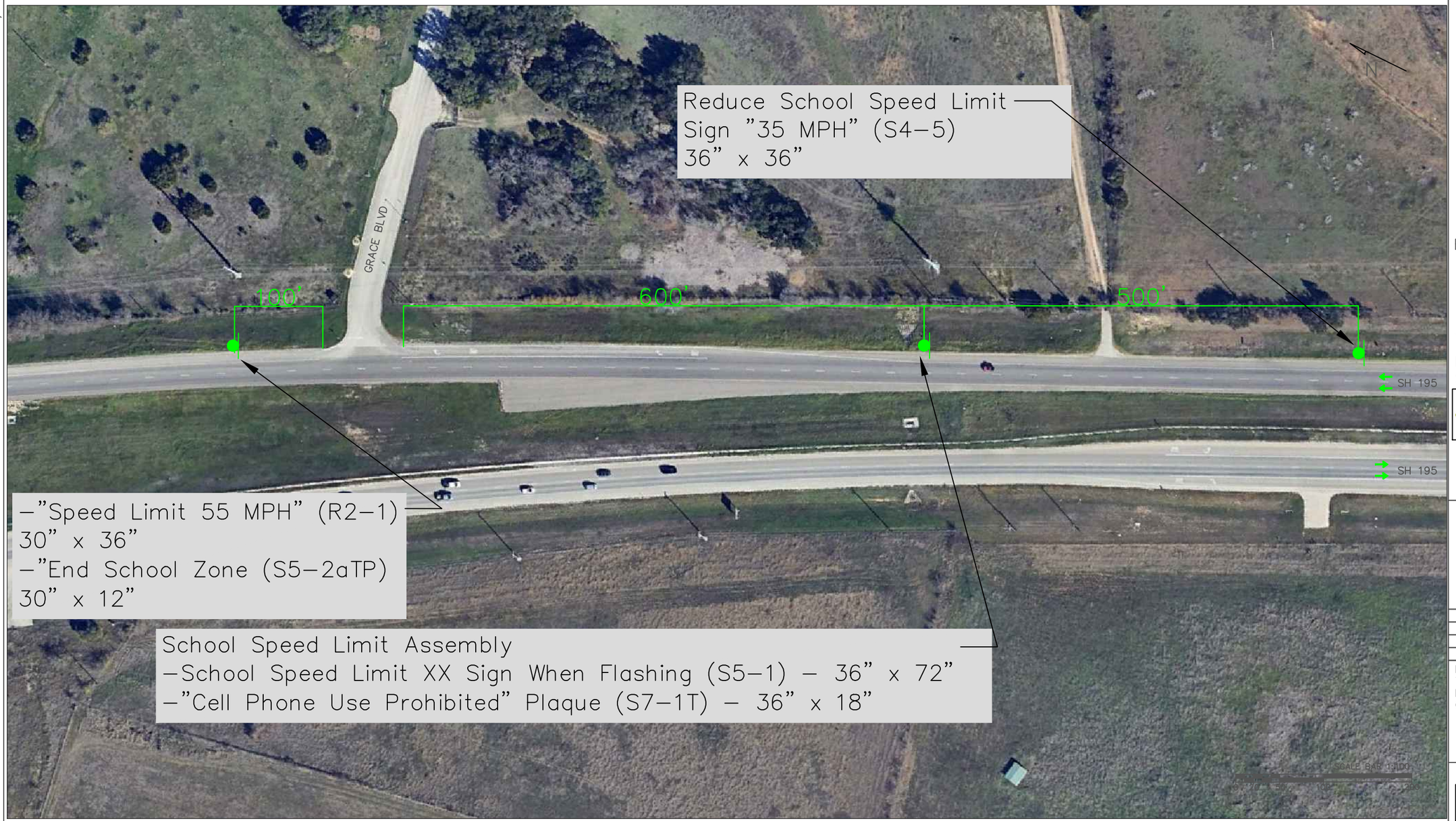
Woodlake Dr – School zone relocation



1st Reading of the Ordinance

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, AMENDING SECTIONS 10.12.090 & 10.12.130 OF THE CODE OF ORDINANCES TO RELOCATE THE SCHOOL ZONE ON WOODLAKE DRIVE; TO ADD A SCHOOL ZONE ON SH 195; TO ESTABLISH A 55 MPH ZONE ON RONALD REAGAN BOULEVARD; AND EXTENDING THE SPEED ZONE ON WESTINGHOUSE ROAD; PROVIDING FOR A PENALTY; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE

8/17/2026



SIGN DETAIL:

SCHOOL SPEED LIMIT ASSEMBLY:

- FLASHING BEACON
- SCHOOL SPEED LIMIT SIGN "35 MPH" WHEN FLASHING
- CELL PHONE USE PROHIBITED PLAQUE
- FLASHING BEACON

END SCHOOL ZONE:

- SPEED LIMIT SIGN "55 MPH"
- END SCHOOL ZONE PLAQUE

REDUCE SCHOOL SPEED LIMIT SIGN:

- REDUCE SCHOOL SPEED LIMIT SIGN "35 MPH"

NO.	DATE	REVISION DESCRIPTION	APP. BY

DISCLAIMER:
THIS SCHEMATIC DRAWING DOES NOT CONSTITUTE A CONSTRUCTION PLAN.

GEORGETOWN TEXAS

GRACE ACADEMY
SH 195
SCHOOL ZONE

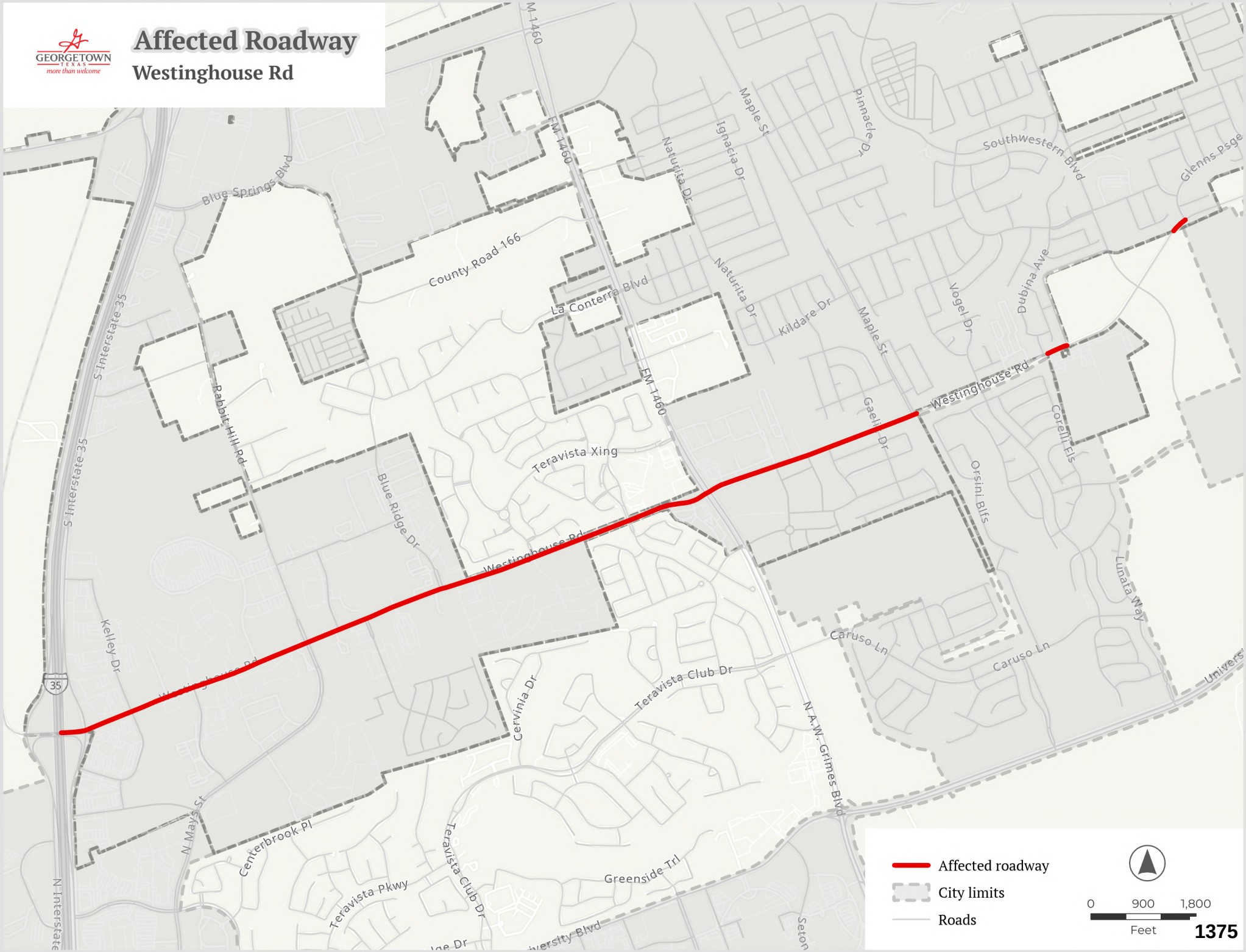
FED RD DIV NO	CONTRACT SHELL NO.	SHEET NO.
		1

STATE	DIST.	COUNTY
TEXAS		WILLIAMSON

CONT.	SECT.	JOB
		1374

NOTES:

A. Based on TMUTCD Section 7, the beginning point of a reduced school speed limit zone should be at least 200 ft in advance of the school grounds, however, this 200 ft distance should be increased if the reduce school speed limit is 30 mph or higher.


GEORGETOWN
TEXAS
more than welcome
Affected Roadway
Westinghouse Rd
M 1460
FM 1460
Maple St
Ignacia Dr
Naturita Dr
Pinnacle Dr
Southwestern Blvd
Glenns Psge
Blue Springs Blvd
County Road 166
La Conterra Blvd
Naturita Dr
Kildare Dr
Maple St
Vogel Dr
Dubina Ave
S Interstate 35
Rabbit Hill Rd
FM 1460
Westinghouse Rd
Gaell Dr
Corelli Els
Teravista Xing
Blue Ridge Dr
Orsini Blfs
Westinghouse Rd
Lunata Way
Kelley Dr
35
Caruso Ln
Caruso Ln
Teravista Club Dr
Cervinia Dr
N A.W. Grimes Blvd
N Interstate
N Mays St
Centerbrook Pl
Teravista Pkwy
Teravista Club Dr
Greenside Trl
Affected roadway
City limits
Roads
0
900
1,800
Feet
1375



GEORGETOWN
TEXAS

WOODLAKE DRIVE SCHOOL ZONE RELOCATION

COUNTY	CITY	SHEET NO.
WILLIAMSON	GEORGETOWN	1376

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, AMENDING SECTIONS 10.12.090 & 10.12.130 OF THE CODE OF ORDINANCES TO RELOCATE THE SCHOOL ZONE ON WOODLAKE DRIVE; TO ESTABLISH A SCHOOL SPEED ZONE ON SH 195; TO ESTABLISH A 55 MPH ZONE ON RONALD REAGAN BOULEVARD; AND TO EXTEND A SPEED ZONE ON WESTINGHOUSE ROAD; PROVIDING FOR A PENALTY; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Georgetown finds it in the best interest of the community to periodically review and update speed zones within the City limits; and

WHEREAS, the Chapter 545 of the Texas Transportation Code outlines the processes and authorities for the Texas Department of Transportation and municipalities to establish speed zones and school speed zones; and

WHEREAS, the Texas Department of Transportation has requested a school speed zone of thirty-five-miles-per-hour on northbound SH 195 north and south of Grace Boulevard near Grace Academy in accordance with the TMUTCD Part 7; and

WHEREAS, the City Council desires to relocate the speed school zone near Ford Elementary School along Woodlake Drive due to the construction of a driveway associated with a new development in accordance with the TMUTCD Part 7; and

WHEREAS, the City desires to extend a forty-five-miles-per-hour speed zone on Westinghouse Road from I-35 to Glenns Passage (previously only to FM 1460); and

WHEREAS, the City desires to establish a fifty-five-miles-per-hour speed zone on Ronald Regan Boulevard between Somerset Hills Drive and Above and Beyond Way; and

WHEREAS, the City Council finds it to be in the best interest of the public to relocate a school speed zone, establish a school speed zone, and establish speed zones as set out herein.

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

Section 1. The meeting at which this ordinance was approved was conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 2. The facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and correct and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim.

Section 3. Section 10.12.090 of the Code of Ordinances is amended as shown on Exhibit A.

Section 4. Section 10.12.130 of the Code of Ordinances is amended as shown on Exhibit B.

Section 5. All ordinances or resolutions that conflict with the provisions of this ordinance are hereby repealed, and all other ordinances or resolutions of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

Section 6. If any provision of this ordinance, or application thereof, to any person or circumstance, shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this ordinance, which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are hereby declared to be severable.

Section 7. The Mayor is hereby authorized to sign this ordinance and the City Secretary to attest. This Ordinance shall become effective and be in full force and effect ten (10) days after publication 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

APPROVED AS TO FORM:

_____
Skye Masson, City Attorney

ATTEST:

_____
Robyn Densmore, City Secretary

EXHIBIT A

Sec. 10.12.090. City streets.

It is determined upon the basis of an engineering and traffic investigation that the prima facie maximum speed limit on those portions of the below listed streets routed in the City Limits of Georgetown, is as stated in this Section, which prima facie maximum speed limit for vehicles travelling in each direction is effective at all times, and signs will be erected giving notice of the prima facie maximum speed limit so declared:

A. 10 Mile Per Hour Zones:

1. Stilling Basin—Booty's Crossing Road: Beginning at a point three-tenths of a mile west from the City Limit (500 feet from the west curbline of Tortoise Lane) and continuing west along Booty's Crossing Road and through the Stilling Basin parking lot, a prima facie maximum speed limit of 10 miles per hour.

B. 20 Mile Per Hour Zones:

1. South Pine Street: Beginning at MK&T Railroad and continuing south on Pine Street to the intersection of South Pine Street and East 22nd Street, a prima facie maximum speed limit of 20 miles per hour.

2. San Jose Street: Beginning at the intersection of Pine Street and East 15th Street and continuing south on San Jose Street to the intersection of San Jose Street and East 22nd Street, a prima facie maximum speed limit of 20 miles per hour.

3. East 22nd Street: Beginning at the intersection of South Pine Street and East 22nd Street and continuing east on East 22nd Street to the intersection of East 22nd Street and Maple Street, a prima facie maximum speed limit of 20 miles per hour.

4. Approach to San Gabriel Park Low Water Crossing—College Street: Beginning at a point on a lateral line extended from the east curbline of the San Gabriel Park Low Water Crossing and continuing southwest for a distance of 100 feet, a prima facie maximum speed limit of 20 miles per hour.

5. School Speed Zone. Lakeway Drive: Beginning approximately 100 feet at the west curbline of Whisper Oaks Drive and continuing east on Lakeway Drive to a point 230 feet from the east curbline of Northwest Boulevard, a prima facie maximum speed limit of 20 miles per hour during the hours of 7:25 a.m. until 8:55 a.m., and 3:05 p.m. until 4:30 p.m., when school is in session.

6. School Speed Zone. Rockride Lane: From Southeast Inner Loop to a point 1,500 feet south of the centerline of Southeast Inner Loop, a prima facie maximum speed limit of 20 miles per hour during the hours of 7:15 a.m. until 9:00 a.m., and 2:45 p.m. until 4:15 p.m., when school is in session.

7. Reserved.

8. Reserved.

9. School Speed Zone. East 15th Street: Beginning approximately 150 feet west of the west curbline of Maple Street to approximately 109 feet east of the east curbline of James Street, a prima facie maximum speed limit of 20 miles per hour during the hours of 7:25 a.m. until 8:05 a.m., and 3:05 p.m. until 3:40 p.m., when school is in session.

10. School Speed Zone. Maple Street: Beginning at a point 265 feet north of the north curbline of East 19th Street and continuing south on Maple Street to the north curbline of East 22nd Street, a prima facie maximum speed limit of 20 miles per hour during the hours of 7:25 a.m. until 8:05 a.m., and 3:05 p.m. until 3:40 p.m., when school is in session.

11. School Speed Zone. Olive Street: Beginning at the south curbline of East 15th Street and continuing south on Olive Street to a point 70 feet south of the south curbline of East 17th Street, a prima facie maximum speed limit of 20 miles per hour during the hours of 7:25 a.m. until 8:05 a.m., and 3:05 p.m. until 3:40 p.m., when school is in session.

12. School Speed Zone. East 17th Street (1300 block): Beginning at the west curbline of Vine Street and continuing west on East 17th Street to the west curbline of Laurel Street, a prima facie maximum speed limit of 20 miles per hour during the hours of 7:25 a.m. until 8:05 a.m., and 3:05 p.m. until 3:40 p.m., when school is in session.

13. School Speed Zone. East 17th Street (1100 block): Beginning at the east curbline of Olive Street and continuing east on East 17th Street to the eastern dead end of the 1100 block of East 17th Street, a prima facie maximum speed limit of 20 miles per hour during the hours of 7:25 a.m. until 8:05 a.m., and 3:05 p.m. until 3:40 p.m., when school is in session.

14. School Speed Zone. Laurel Street: Beginning at the south curbline of East 15th Street and continuing south to the south curbline of East 18th Street, a prima facie maximum speed limit of 20 miles per hour during the hours of 7:25 a.m. until 8:05 a.m., and 3:05 p.m. until 3:40 p.m., when school is in session.

15. School Speed Zone. East 18th Street (1300 block): Beginning at the west curbline of Vine Street and continuing west on East 18th Street to the west curbline of Laurel Street, a prima facie maximum speed limit of 20 miles per hour during the hours of 7:25 a.m. until 8:05 a.m., and 3:05 p.m. until 3:40 p.m., when school is in session.

16. School Speed Zone. Rockcrest Drive: Beginning at the intersection of Rockcrest Drive and R.M. 2243 and continuing south on Rockcrest Drive to the north curbline of Susana Drive, a prima facie maximum speed limit of 20 miles per hour during the hours of 7:10 a.m. until 8:55 a.m., and 3:05 p.m. until 4:30 p.m., when school is in session.

17. School Speed Zone. Woodview Drive: Beginning at a point 150 feet west of the west curbline of Woodstone Drive continuing west on Woodview Drive to the western limits of Woodview Drive, a prima facie maximum speed limit of 20 miles per hour during the hours of 7:10 a.m. until 8:55 a.m., and 3:05 p.m. until 4:30 p.m., when school is in session.

18. School Speed Zone. Green Lee Drive: Beginning at a point 150 feet west of the west curbline of Woodstone Drive continuing west on Green Lee Drive to the western limits of Green Lee Drive, a prima facie maximum speed limit of 20 miles per hour during the hours of 7:10 a.m. until 8:55 a.m., and 3:05 p.m. until 4:30 p.m., when school is in session.

19. School Speed Zone. Thousand Oaks Boulevard: Beginning at a point 150 feet west of the west curbline of Woodstone Drive continuing west on Thousand Oaks Boulevard to the western limits of Thousand Oaks Boulevard, a prima facie maximum speed limit of 20 miles per hour during the hours of 7:10 a.m. until 8:55 a.m., and 3:05 p.m. until 4:30 p.m., when school is in session.

20. School Speed Zone. Northwest Boulevard: Beginning 175 feet south of the south curbline of Lakeway Drive of the intersection of Northwest Boulevard and Lakeway Drive, and continuing north along Northwest Boulevard to a point 70 feet south of Creek Drive, a prima facie maximum speed limit of 20 miles per hour during the hours of 7:15 a.m. until 9:00 a.m., and 2:45 p.m. until 4:15 p.m. when school is in session.

21. School Speed Zone. Village Commons Boulevard: Beginning 100 feet southeast of the Village Elementary School property line and continuing north on Village Commons Boulevard to a point 100 feet northeast of the school's northeast property line, a prima facie maximum speed limit of 20 miles per hour during the hours of 7:25 a.m. until 8:05 a.m., and 3:05 until 3:40 p.m. when school is in session.

22. School Speed Zone. U.S. 81 (North Austin Avenue): Beginning on U.S. 81 (North Austin Avenue) 50 feet north of County Road 151 and continuing south on North Austin Avenue to the existing School Speed Zone, a prima facie maximum speed limit of 20 miles per hour during the hours of 8:00 a.m. until 8:55 a.m. and 3:49 p.m. until 4:24 p.m., when school is in session.

23. School Speed Zone. County Road 151: Beginning at a point 50 feet west of the west curbline of North Austin Avenue and continuing east on County Road 151 to a point 475 feet east of the east curbline of North Austin Avenue, a prima facie maximum speed limit of 20 miles per hour during the hours of 8:00 a.m. until 8:55 a.m. and 3:49 p.m. until 4:24 p.m. when school is in session.

24. Maple Street: Beginning at the north right-of-way line of State Highway 29, also known as University Avenue, and continuing north to the south right-of-way line of Seventh Street.

25. Berry Creek Low Water Crossing—Oak Tree Drive: Beginning at a point on Oak Tree Drive 60 feet west of the west curbline of Berry Creek Drive continuing west across the Berry Creek low water bridge 550 feet to a point 64 feet from the east curbline of Torrey Pines.

26. School Speed Zone. San Gabriel Boulevard: Beginning 78 feet north of the intersection of San Gabriel Boulevard and Leander Road (FM 2243) and continuing north approximately 337 feet to a point 35 feet south of the intersection of San Gabriel Boulevard and Spanish Oak Circle, a prima facie maximum speed limit of 20 miles per hour during the hours of 7:15 a.m. until 8:15 a.m., and 5:00 p.m. until 6:00 p.m., Monday through Friday.

27. School Speed Zone. Arrowhead Lane/Cactus Trail/Thornwood Road: Arrowhead Lane: A length of Arrowhead Lane from its intersection with the Benold Middle School driveway north a distance of approximately 530 feet including its intersection with Thornwood Road; Cactus Trail: From its intersection with Arrowhead Lane west a distance of 130 feet; Thornwood Road: The entire length of Thornwood Road from its intersection with Northwest Boulevard west to its intersection with Arrowhead Lane, a prima facie maximum speed limit of 20 miles per hour during the hours of 7:15 a.m. until 9:00 a.m., and 2:45 p.m. until 4:15 p.m., when school is in session.

28. 7th Street: Beginning at the west right-of-way line of Montgomery Street and continuing west to its intersection with Bridge Street.

29. 8th Street: Beginning at the west right-of-way line of Scenic Drive continuing west to its intersection with Rucker Street.

30. 9th and 10th Streets: Beginning at the west right-of-way line of Scenic Drive continuing west to their intersections with Bridge Street.

31. Montgomery Street: Beginning at the north right-of-way line of 8th Street continuing north to its intersection with 7th Street.

32. Rucker Street: Beginning at the north right-of-way line of 8th Street continuing north to its dead end just north of 7th Street.

33. Bridge Street: Beginning at its intersection with 10th Street continuing north to its intersection with 7th Street.

34. Reserved.

35. Reserved.

36. Reserved.

37. School Speed Zone. Katy Crossing Boulevard: Beginning at a point 170 feet south of the south curbline of its intersection with River Park Lane and River Park Cove and continuing southeast approximately 1,593 feet to the property line of Cooper Elementary School, during the hours of 7:25 a.m. until 8:55 a.m. and 3:05 p.m. until 4:30 p.m., when school is in session.

38. School Speed Zone. Woodlake Drive: Beginning at a point 312 feet south of the south curbline of its intersection with Williams Drive and continuing southwest approximately 779 feet, during the hours of 7:25 a.m. until 8:05 p.m. and 3:05 p.m. until 3:40 p.m., when school is in session.

39. School Speed Zone. Bellaire Dr.: Beginning at a point 41 feet from the east curbline of Tescate Drive continuing 1,107 feet east to the west curbline of Rosedale Boulevard, during the hours of 7:25 a.m. until 8:05 a.m. and 3:05 p.m. until 3:40 p.m., when school is in session.

40. School Speed Zone. South Ridge Circle: Beginning at a point 120 feet from the stop bar before Leander Road continuing east and west onto along Leander Road, a prima facia maximum speed limit of 20 miles per hour during the hours of 7:25 a.m. until 9:00 a.m. and 3:00 p.m. until 4:15 p.m., when school is in session.

41. School Speed Zone. Norwood Drive West: Beginning at a point 90 feet from the stop bar before Leander Road continuing east and west onto along Leander Road, a prima facia maximum speed limit of 20 miles per hour during the hours of 7:25 a.m. until 9:00 a.m. and 3:00 p.m. until 4:15 p.m., when school is in session.

42. School Speed Zone. Norwood Drive East: Beginning at a point 85 feet from the stop bar before Leander Road continuing east and west onto along Leander Road, a prima facia maximum speed limit of 20 miles per hour during the hours of 7:25 a.m. until 9:00 a.m. and 3:00 p.m. until 4:15 p.m., when school is in session.

43. School Speed Zone. River Bow Drive: Beginning at a point 100 feet from the stop bar before Leander Road continuing east and west onto along Leander Road, a prima facia maximum speed limit of 20 miles per hour during the hours of 7:25 a.m. until 9:00 a.m. and 3:00 p.m. until 4:15 p.m., when school is in session.

44. School Speed Zone. Tallwood Drive: Beginning at a point 90 feet from the stop bar before Leander Road continuing east and west onto along Leander Road, a prima facia maximum speed limit of 20 miles per hour during the hours of 7:25 a.m. until 9:00 a.m. and 3:00 p.m. until 4:15 p.m., when school is in session.

45. School Speed Zone. Deepwood Drive: Beginning at a point 100 feet from the stop bar before Leander Road continuing east 85 feet and west onto along Leander Road, a prima facia maximum speed limit of 20 miles per hour during the hours of 7:25 a.m. until 9:00 a.m. and 3:00 p.m. until 4:15 p.m., when school is in session.

46. School Speed Zone. Windmill Cove: Beginning at a point 85 feet from the stop bar before Northwest Boulevard continuing north and south onto along Northwest Boulevard, a prima facia maximum speed limit of 20 miles per hour during the hours of 7:15 a.m. until 9:00 a.m. and 2:45 p.m. until 4:15 p.m., when school is in session.

47. School Speed Zone. Canyon Road South: Beginning at a point 85 feet from the stop bar before Northwest Boulevard continuing north and south onto along Northwest Boulevard, a prima facia maximum speed limit of 20 miles per hour during the hours of 7:15 a.m. until 9:00 a.m. and 2:45 p.m. until 4:15 p.m., when school is in session.

48. School Speed Zone. Canyon Road North: Beginning at a point 140 feet from the stop bar before Northwest Boulevard continuing north and south onto along Northwest Boulevard, a prima facia maximum speed limit of 20 miles per hour during the hours of 7:15 a.m. until 9:00 a.m. and 2:45 p.m. until 4:15 p.m., when school is in session.

49. School Speed Zone. Birch Oak Drive: Beginning at a point 50 feet from the stop bar before Lakeway Drive continuing north and south onto along Lakeway Drive, a prima facia maximum speed limit of 20 miles per hour during the hours of 7:15 a.m. until 9:00 a.m. and 2:45 p.m. until 4:15 p.m., when school is in session.

50. Traffic circle constructed at Rivery Boulevard and Park Lane and any portion of roadway in any direction within 150 feet of the traffic circle.

C. 25 Mile Per Hour Zones:

1. School Speed Zone. Inner Loop: Starting at a point 55 feet south of the south pavement edge of F.M. 971 continuing south 1,050 feet to the property line of Cooper School, during the hours of 7:25 a.m. until 8:55 a.m. and 3:05 until 4:30 p.m.

2. School Speed Zone. Stadium Drive. Starting at the City limit line on Stadium Drive approximately 40 linear feet east of east curbline of Krystal Knoll Parkway and extending 500 linear feet to the west during the hours of 7:30 a.m. until 8:10 a.m. and 3:40 p.m. to 4:15 p.m.

D. 35 Mile Per Hour Zones:

1. Del Webb Boulevard: Beginning 2,200 feet from the centerline of R.M. 2338 at its intersection with Del Webb Boulevard and continuing east and northeast along Del Webb Boulevard to its intersection with Whispering Wind Drive a prima facie maximum speed limit of 35 miles per hour.

2. Wolf Ranch Parkway (northbound and southbound): From SH 29 West to Rivery Blvd.

3. Rivery Boulevard from Williams Drive to Northwest Boulevard.

4. Rockride Lane (northbound and southbound): From Southeast Inner Loop to Sam Houston Avenue, a prima facie maximum speed limit of 35 miles per hour.

E. 40 Mile Per Hour Zones:

1. Approach to Airport Road—Lakeway Drive: Beginning at a point 600 feet west of the intersection of Airport Road and Lakeway Drive and continuing east to the west curbline of Airport Road, a prima facie maximum speed limit of 40 miles per hour.

2. Airport Road (South of Lakeway): Beginning at the intersection of the West Frontage Road of IH-35 and continuing north on Airport Road to a point 600 feet south of the intersection of Lakeway Drive and Airport Road, a prima facie maximum speed limit of 40 miles per hour.

3. Airport Road (North of Lakeway): Beginning at a point 600 feet north of the intersection of Lakeway Drive and Airport Road and continuing north on Airport Road to the northwest City Limit, a prima facie maximum speed limit of 40 miles per hour.

4. College Street (Back Park Road): Beginning at a point two-tenths of a mile north of the north curbline of 2nd Street and College and continuing northeast along College to a point two-tenths of a mile southwest of a lateral line extended from the west curbline of the San Gabriel Park Low Water Crossing, a prima facie maximum speed limit of 40 miles per hour.

5. Rivery Boulevard: Beginning at the south curbline of Country Club Road and continuing south/east to its intersection with the southbound (west) frontage road of IH-35.

6. Northwest Boulevard: Beginning at a point 200 feet south of the southern/eastern edge of the pavement of Serenada Drive to a point 140 feet north/west of the north/west curbline of Hedgewood Drive.

7. DB Wood Road: Beginning at State Highway 29 to Wolf Ranch Parkway.

8. Wolf Ranch Parkway: Beginning at DB Wood Road to Southwest Bypass.

9. Southeast Inner Loop (northbound and southbound): From a point 0.25 mile north of Rockride Lane to a point 0.25 mile south of Rockride Lane a prima facie maximum speed limit of 40 miles per hour.

F. 45 Mile Per Hour Zones:

1. Lakeway Drive: Beginning at a point 400 feet east of the east curbline of Northwest Blvd. and continuing east along Lakeway to a point 600 feet west of the intersection of Airport Road and Lakeway Drive, a prima facie maximum speed limit of 45 miles per hour;

2. Southeast Inner Loop (northbound and southbound): From State Highway 29 East/East University Avenue to a point 0.25 mile north of Rockride Lane; and from a point 0.25 mile south of Rockride Lane to Business 35/Austin Avenue a prima facie maximum speed limit of 45 miles per hour.

3. D.B. Wood Road (northbound and southbound): From FM 2338/Williams Drive to a point 1.5 miles south of FM 2338/Williams Drive and from SH 29 West to a point 0.75 mile north of SH 29 West.

4. Westinghouse Road (eastbound and westbound): From Interstate 35 to Glenns Passage, a prima facie maximum speed limit of 45 miles per hour.

G. 30 Mile Per Hour Zones:

1. The speed limit on all City streets is designated to be 30 miles per hour unless otherwise posted in compliance with this Chapter.

2. Del Webb Boulevard: Beginning at its intersection with Whispering Wind Drive and continuing east and northeast along Del Webb Boulevard to its intersection with Sun City Boulevard a prima facie maximum speed limit of 30 miles per hour.

H. Temporary Construction Zones:

1. The speed limit in and around construction areas shall be as designated by official signage erected by authority of the City's Traffic Engineer so long as the signage is posted in compliance with the Manual on Traffic Control Devices.

I. 55 Mile Per Hour Zones:

1. D.B. Wood Road (northbound and southbound): From a point 1.5 miles south of FM 2338/Williams Drive to a point 0.75 miles north of SH 29 West.

2. Reserved.

3. Southwest Bypass Road: From Wolf Ranch Parkway to RM 2243.

4. Ronald Reagan Blvd: Within the City limits beginning at the intersection of Somerset Hills Dr continuing east to 900 feet east of Above and Beyond Way.

J. 50 Mile Per Hour Zones:

1. Southwest Bypass: From RM 2243 to the Southbound Frontage Road of IH35.

EXHIBIT B

Sec. 10.12.130. State Highway 195.

It is hereby determined upon the basis of an engineering and traffic investigation that the prima facie maximum speed limit on those portions of SH 195 routed in the City, is hereby stated, which prima facie maximum speed limit shall be effective at all times and signs will be erected giving notice of the prima facie maximum speed limit so declared to wit.

Speed Zone

A. *Northbound:*

1. On SH 195 under Control-Section 0440-02 starting from milepoint 21.685 (at IH 35) to milepoint 19.521 (at Shell Rd./CR 143), a distance 2.1664 miles, a prima facie speed limit of 55 miles per hour.
2. Speed School Zone. On SH 195, beginning at a point 600 feet south of the south curbline of its intersection with Grace Blvd and continuing northbound 800 feet, during the hours of 7:30 a.m. until 8:30 a.m. and 2:30 p.m. to 3:30 p.m, a prima facie speed limit of 35 miles per hour, when school is in session.

B. *Southbound:*

On SH 195 under Control-Section 0440-02 starting from milepoint 19.521 (at Shell Rd./CR 143) to milepoint 21.685 (at IH 35), a distance 2.1664 miles, a prima facie speed limit of 55 miles per hour.

EXHIBIT A

Sec. 10.12.090. City streets.

It is determined upon the basis of an engineering and traffic investigation that the prima facie maximum speed limit on those portions of the below listed streets routed in the City Limits of Georgetown, is as stated in this Section, which prima facie maximum speed limit for vehicles travelling in each direction is effective at all times, and signs will be erected giving notice of the prima facie maximum speed limit so declared:

A. 10 Mile Per Hour Zones:

1. Stilling Basin—Booty's Crossing Road: Beginning at a point three-tenths of a mile west from the City Limit (500 feet from the west curbline of Tortoise Lane) and continuing west along Booty's Crossing Road and through the Stilling Basin parking lot, a prima facie maximum speed limit of 10 miles per hour.

B. 20 Mile Per Hour Zones:

1. South Pine Street: Beginning at MK&T Railroad and continuing south on Pine Street to the intersection of South Pine Street and East 22nd Street, a prima facie maximum speed limit of 20 miles per hour.

2. San Jose Street: Beginning at the intersection of Pine Street and East 15th Street and continuing south on San Jose Street to the intersection of San Jose Street and East 22nd Street, a prima facie maximum speed limit of 20 miles per hour.

3. East 22nd Street: Beginning at the intersection of South Pine Street and East 22nd Street and continuing east on East 22nd Street to the intersection of East 22nd Street and Maple Street, a prima facie maximum speed limit of 20 miles per hour.

4. Approach to San Gabriel Park Low Water Crossing—College Street: Beginning at a point on a lateral line extended from the east curbline of the San Gabriel Park Low Water Crossing and continuing southwest for a distance of 100 feet, a prima facie maximum speed limit of 20 miles per hour.

5. School Speed Zone. Lakeway Drive: Beginning approximately 100 feet at the west curbline of Whisper Oaks Drive and continuing east on Lakeway Drive to a point 230 feet from the east curbline of Northwest Boulevard, a prima facie maximum speed limit of 20 miles per hour during the hours of 7:25 a.m. until 8:55 a.m., and 3:05 p.m. until 4:30 p.m., when school is in session.

6. School Speed Zone. Rockride Lane: From Southeast Inner Loop to a point 1,500 feet south of the centerline of Southeast Inner Loop, a prima facie maximum speed limit of 20 miles per hour during the hours of 7:15 a.m. until 9:00 a.m., and 2:45 p.m. until 4:15 p.m., when school is in session.

7. Reserved.

8. Reserved.

9. School Speed Zone. East 15th Street: Beginning approximately 150 feet west of the west curbline of Maple Street to approximately 109 feet east of the east curbline of James Street, a prima facie maximum speed limit of 20 miles per hour during the hours of 7:25 a.m. until 8:05 a.m., and 3:05 p.m. until 3:40 p.m., when school is in session.

10. School Speed Zone. Maple Street: Beginning at a point 265 feet north of the north curbline of East 19th Street and continuing south on Maple Street to the north curbline of East 22nd Street, a prima facie maximum speed limit of 20 miles per hour during the hours of 7:25 a.m. until 8:05 a.m., and 3:05 p.m. until 3:40 p.m., when school is in session.

11. School Speed Zone. Olive Street: Beginning at the south curbline of East 15th Street and continuing south on Olive Street to a point 70 feet south of the south curbline of East 17th Street, a prima facie maximum speed limit of 20 miles per hour during the hours of 7:25 a.m. until 8:05 a.m., and 3:05 p.m. until 3:40 p.m., when school is in session.

12. School Speed Zone. East 17th Street (1300 block): Beginning at the west curbline of Vine Street and continuing west on East 17th Street to the west curbline of Laurel Street, a prima facie maximum speed limit of 20 miles per hour during the hours of 7:25 a.m. until 8:05 a.m., and 3:05 p.m. until 3:40 p.m., when school is in session.

13. School Speed Zone. East 17th Street (1100 block): Beginning at the east curbline of Olive Street and continuing east on East 17th Street to the eastern dead end of the 1100 block of East 17th Street, a prima facie maximum speed limit of 20 miles per hour during the hours of 7:25 a.m. until 8:05 a.m., and 3:05 p.m. until 3:40 p.m., when school is in session.

14. School Speed Zone. Laurel Street: Beginning at the south curbline of East 15th Street and continuing south to the south curbline of East 18th Street, a prima facie maximum speed limit of 20 miles per hour during the hours of 7:25 a.m. until 8:05 a.m., and 3:05 p.m. until 3:40 p.m., when school is in session.

15. School Speed Zone. East 18th Street (1300 block): Beginning at the west curbline of Vine Street and continuing west on East 18th Street to the west curbline of Laurel Street, a prima facie maximum speed limit of 20 miles per hour during the hours of 7:25 a.m. until 8:05 a.m., and 3:05 p.m. until 3:40 p.m., when school is in session.

16. School Speed Zone. Rockcrest Drive: Beginning at the intersection of Rockcrest Drive and R.M. 2243 and continuing south on Rockcrest Drive to the north curbline of Susana Drive, a prima facie maximum speed limit of 20 miles per hour during the hours of 7:10 a.m. until 8:55 a.m., and 3:05 p.m. until 4:30 p.m., when school is in session.

17. School Speed Zone. Woodview Drive: Beginning at a point 150 feet west of the west curbline of Woodstone Drive continuing west on Woodview Drive to the western limits of Woodview Drive, a prima facie maximum speed limit of 20 miles per hour during the hours of 7:10 a.m. until 8:55 a.m., and 3:05 p.m. until 4:30 p.m., when school is in session.

18. School Speed Zone. Green Lee Drive: Beginning at a point 150 feet west of the west curbline of Woodstone Drive continuing west on Green Lee Drive to the western limits of Green Lee Drive, a prima facie maximum speed limit of 20 miles per hour during the hours of 7:10 a.m. until 8:55 a.m., and 3:05 p.m. until 4:30 p.m., when school is in session.

19. School Speed Zone. Thousand Oaks Boulevard: Beginning at a point 150 feet west of the west curbline of Woodstone Drive continuing west on Thousand Oaks Boulevard to the western limits of Thousand Oaks Boulevard, a prima facie maximum speed limit of 20 miles per hour during the hours of 7:10 a.m. until 8:55 a.m., and 3:05 p.m. until 4:30 p.m., when school is in session.

20. School Speed Zone. Northwest Boulevard: Beginning 175 feet south of the south curbline of Lakeway Drive of the intersection of Northwest Boulevard and Lakeway Drive, and continuing north along Northwest Boulevard to a point 70 feet south of Creek Drive, a prima facie maximum speed limit of 20 miles per hour during the hours of 7:15 a.m. until 9:00 a.m., and 2:45 p.m. until 4:15 p.m. when school is in session.

21. School Speed Zone. Village Commons Boulevard: Beginning 100 feet southeast of the Village Elementary School property line and continuing north on Village Commons Boulevard to a point 100 feet northeast of the school's northeast property line, a prima facie maximum speed limit of 20 miles per hour during the hours of 7:25 a.m. until 8:05 a.m., and 3:05 until 3:40 p.m. when school is in session.

22. School Speed Zone. U.S. 81 (North Austin Avenue): Beginning on U.S. 81 (North Austin Avenue) 50 feet north of County Road 151 and continuing south on North Austin Avenue to the existing School Speed Zone, a prima facie maximum speed limit of 20 miles per hour during the hours of 8:00 a.m. until 8:55 a.m. and 3:49 p.m. until 4:24 p.m., when school is in session.

23. School Speed Zone. County Road 151: Beginning at a point 50 feet west of the west curbline of North Austin Avenue and continuing east on County Road 151 to a point 475 feet east of the east curbline of North Austin Avenue, a prima facie maximum speed limit of 20 miles per hour during the hours of 8:00 a.m. until 8:55 a.m. and 3:49 p.m. until 4:24 p.m. when school is in session.

24. Maple Street: Beginning at the north right-of-way line of State Highway 29, also known as University Avenue, and continuing north to the south right-of-way line of Seventh Street.

25. Berry Creek Low Water Crossing—Oak Tree Drive: Beginning at a point on Oak Tree Drive 60 feet west of the west curbline of Berry Creek Drive continuing west across the Berry Creek low water bridge 550 feet to a point 64 feet from the east curbline of Torrey Pines.

26. School Speed Zone. San Gabriel Boulevard: Beginning 78 feet north of the intersection of San Gabriel Boulevard and Leander Road (FM 2243) and continuing north approximately 337 feet to a point 35 feet south of the intersection of San Gabriel Boulevard and Spanish Oak Circle, a prima facie maximum speed limit of 20 miles per hour during the hours of 7:15 a.m. until 8:15 a.m., and 5:00 p.m. until 6:00 p.m., Monday through Friday.

27. School Speed Zone. Arrowhead Lane/Cactus Trail/Thornwood Road: Arrowhead Lane: A length of Arrowhead Lane from its intersection with the Benold Middle School driveway north a distance of approximately 530 feet including its intersection with Thornwood Road; Cactus Trail: From its intersection with Arrowhead Lane west a distance of 130 feet; Thornwood Road: The entire length of Thornwood Road from its intersection with Northwest Boulevard west to its intersection with Arrowhead Lane, a prima facie maximum speed limit of 20 miles per hour during the hours of 7:15 a.m. until 9:00 a.m., and 2:45 p.m. until 4:15 p.m., when school is in session.

28. 7th Street: Beginning at the west right-of-way line of Montgomery Street and continuing west to its intersection with Bridge Street.

29. 8th Street: Beginning at the west right-of-way line of Scenic Drive continuing west to its intersection with Rucker Street.

30. 9th and 10th Streets: Beginning at the west right-of-way line of Scenic Drive continuing west to their intersections with Bridge Street.

31. Montgomery Street: Beginning at the north right-of-way line of 8th Street continuing north to its intersection with 7th Street.

32. Rucker Street: Beginning at the north right-of-way line of 8th Street continuing north to its dead end just north of 7th Street.

33. Bridge Street: Beginning at its intersection with 10th Street continuing north to its intersection with 7th Street.

34. Reserved.

35. Reserved.

36. Reserved.

37. School Speed Zone. Katy Crossing Boulevard: Beginning at a point 170 feet south of the south curbline of its intersection with River Park Lane and River Park Cove and continuing southeast approximately 1,593 feet to the property line of Cooper Elementary School, during the hours of 7:25 a.m. until 8:55 a.m. and 3:05 p.m. until 4:30 p.m., when school is in session.

38. School Speed Zone. Woodlake Drive: Beginning at a point ~~247~~312 feet south of the south curbline of its intersection with Williams Drive and continuing southwest approximately ~~844~~779 feet, during the hours of 7:25 a.m. until 8:05 p.m. and 3:05 p.m. until 3:40 p.m., when school is in session.

39. School Speed Zone. Bellaire Dr.: Beginning at a point 41 feet from the east curbline of Tescate Drive continuing 1,107 feet east to the west curbline of Rosedale Boulevard, during the hours of 7:25 a.m. until 8:05 a.m. and 3:05 p.m. until 3:40 p.m., when school is in session.

40. School Speed Zone. South Ridge Circle: Beginning at a point 120 feet from the stop bar before Leander Road continuing east and west onto along Leander Road, a prima facia maximum speed limit of 20 miles per hour during the hours of 7:25 a.m. until 9:00 a.m. and 3:00 p.m. until 4:15 p.m., when school is in session.

41. School Speed Zone. Norwood Drive West: Beginning at a point 90 feet from the stop bar before Leander Road continuing east and west onto along Leander Road, a prima facia maximum speed limit of 20 miles per hour during the hours of 7:25 a.m. until 9:00 a.m. and 3:00 p.m. until 4:15 p.m., when school is in session.

42. School Speed Zone. Norwood Drive East: Beginning at a point 85 feet from the stop bar before Leander Road continuing east and west onto along Leander Road, a prima facia maximum speed limit of 20 miles per hour during the hours of 7:25 a.m. until 9:00 a.m. and 3:00 p.m. until 4:15 p.m., when school is in session.

43. School Speed Zone. River Bow Drive: Beginning at a point 100 feet from the stop bar before Leander Road continuing east and west onto along Leander Road, a prima facia maximum speed limit of 20 miles per hour during the hours of 7:25 a.m. until 9:00 a.m. and 3:00 p.m. until 4:15 p.m., when school is in session.

44. School Speed Zone. Tallwood Drive: Beginning at a point 90 feet from the stop bar before Leander Road continuing east and west onto along Leander Road, a prima facia maximum speed limit of 20 miles per hour during the hours of 7:25 a.m. until 9:00 a.m. and 3:00 p.m. until 4:15 p.m., when school is in session.

45. School Speed Zone. Deepwood Drive: Beginning at a point 100 feet from the stop bar before Leander Road continuing east 85 feet and west onto along Leander Road, a prima facia maximum speed limit of 20 miles per hour during the hours of 7:25 a.m. until 9:00 a.m. and 3:00 p.m. until 4:15 p.m., when school is in session.

46. School Speed Zone. Windmill Cove: Beginning at a point 85 feet from the stop bar before Northwest Boulevard continuing north and south onto along Northwest Boulevard, a prima facia maximum speed limit of 20 miles per hour during the hours of 7:15 a.m. until 9:00 a.m. and 2:45 p.m. until 4:15 p.m., when school is in session.

47. School Speed Zone. Canyon Road South: Beginning at a point 85 feet from the stop bar before Northwest Boulevard continuing north and south onto along Northwest Boulevard, a prima facia maximum speed limit of 20 miles per hour during the hours of 7:15 a.m. until 9:00 a.m. and 2:45 p.m. until 4:15 p.m., when school is in session.

48. School Speed Zone. Canyon Road North: Beginning at a point 140 feet from the stop bar before Northwest Boulevard continuing north and south onto along Northwest Boulevard, a prima facia maximum speed limit of 20 miles per hour during the hours of 7:15 a.m. until 9:00 a.m. and 2:45 p.m. until 4:15 p.m., when school is in session.

49. School Speed Zone. Birch Oak Drive: Beginning at a point 50 feet from the stop bar before Lakeway Drive continuing north and south onto along Lakeway Drive, a prima facia maximum speed limit of 20 miles per hour during the hours of 7:15 a.m. until 9:00 a.m. and 2:45 p.m. until 4:15 p.m., when school is in session.

50. Traffic circle constructed at Rivery Boulevard and Park Lane and any portion of roadway in any direction within 150 feet of the traffic circle.

C. 25 Mile Per Hour Zones:

1. School Speed Zone. Inner Loop: Starting at a point 55 feet south of the south pavement edge of F.M. 971 continuing south 1,050 feet to the property line of Cooper School, during the hours of 7:25 a.m. until 8:55 a.m. and 3:05 until 4:30 p.m.

2. School Speed Zone. Stadium Drive. Starting at the City limit line on Stadium Drive approximately 40 linear feet east of east curbline of Krystal Knoll Parkway and extending 500 linear feet to the west during the hours of 7:30 a.m. until 8:10 a.m. and 3:40 p.m. to 4:15 p.m.

D. 35 Mile Per Hour Zones:

1. Del Webb Boulevard: Beginning 2,200 feet from the centerline of R.M. 2338 at its intersection with Del Webb Boulevard and continuing east and northeast along Del Webb Boulevard to its intersection with Whispering Wind Drive a prima facie maximum speed limit of 35 miles per hour.

2. Wolf Ranch Parkway (northbound and southbound): From SH 29 West to Rivery Blvd.

3. Rivery Boulevard from Williams Drive to Northwest Boulevard.

4. Rockride Lane (northbound and southbound): From Southeast Inner Loop to Sam Houston Avenue, a prima facie maximum speed limit of 35 miles per hour.

E. 40 Mile Per Hour Zones:

1. Approach to Airport Road—Lakeway Drive: Beginning at a point 600 feet west of the intersection of Airport Road and Lakeway Drive and continuing east to the west curbline of Airport Road, a prima facie maximum speed limit of 40 miles per hour.

2. Airport Road (South of Lakeway): Beginning at the intersection of the West Frontage Road of IH-35 and continuing north on Airport Road to a point 600 feet south of the intersection of Lakeway Drive and Airport Road, a prima facie maximum speed limit of 40 miles per hour.

3. Airport Road (North of Lakeway): Beginning at a point 600 feet north of the intersection of Lakeway Drive and Airport Road and continuing north on Airport Road to the northwest City Limit, a prima facie maximum speed limit of 40 miles per hour.

4. College Street (Back Park Road): Beginning at a point two-tenths of a mile north of the north curbline of 2nd Street and College and continuing northeast along College to a point two-tenths of a mile southwest of a lateral line extended from the west curbline of the San Gabriel Park Low Water Crossing, a prima facie maximum speed limit of 40 miles per hour.

5. Rivery Boulevard: Beginning at the south curbline of Country Club Road and continuing south/east to its intersection with the southbound (west) frontage road of IH-35.

6. Northwest Boulevard: Beginning at a point 200 feet south of the southern/eastern edge of the pavement of Serenada Drive to a point 140 feet north/west of the north/west curbline of Hedgewood Drive.

7. DB Wood Road: Beginning at State Highway 29 to Wolf Ranch Parkway.

8. Wolf Ranch Parkway: Beginning at DB Wood Road to Southwest Bypass.

9. Southeast Inner Loop (northbound and southbound): From a point 0.25 mile north of Rockride Lane to a point 0.25 mile south of Rockride Lane a prima facie maximum speed limit of 40 miles per hour.

F. 45 Mile Per Hour Zones:

1. Lakeway Drive: Beginning at a point 400 feet east of the east curbline of Northwest Blvd. and continuing east along Lakeway to a point 600 feet west of the intersection of Airport Road and Lakeway Drive, a prima facie maximum speed limit of 45 miles per hour;

2. Southeast Inner Loop (northbound and southbound): From State Highway 29 East/East University Avenue to a point 0.25 mile north of Rockride Lane; and from a point 0.25 mile south of Rockride Lane to Business 35/Austin Avenue a prima facie maximum speed limit of 45 miles per hour.

3. D.B. Wood Road (northbound and southbound): From FM 2338/Williams Drive to a point 1.5 miles south of FM 2338/Williams Drive and from SH 29 West to a point 0.75 mile north of SH 29 West.

4. Westinghouse Road (eastbound and westbound): From Interstate 35 to ~~FM 1460~~Glenns Passage, a prima facie maximum speed limit of 45 miles per hour.

G. 30 Mile Per Hour Zones:

1. The speed limit on all City streets is designated to be 30 miles per hour unless otherwise posted in compliance with this Chapter.

2. Del Webb Boulevard: Beginning at its intersection with Whispering Wind Drive and continuing east and northeast along Del Webb Boulevard to its intersection with Sun City Boulevard a prima facie maximum speed limit of 30 miles per hour.

H. Temporary Construction Zones:

1. The speed limit in and around construction areas shall be as designated by official signage erected by authority of the City's Traffic Engineer so long as the signage is posted in compliance with the Manual on Traffic Control Devices.

I. 55 Mile Per Hour Zones:

1. D.B. Wood Road (northbound and southbound): From a point 1.5 miles south of FM 2338/Williams Drive to a point 0.75 miles north of SH 29 West.

2. Reserved.

3. Southwest Bypass Road: From Wolf Ranch Parkway to RM 2243.

4. Ronald Reagan Blvd: Within the City limits beginning at the intersection of Somerset Hills Dr continuing east to 900 feet east of Above and Beyond Way.

J. 50 Mile Per Hour Zones:

1. Southwest Bypass: From RM 2243 to the Southbound Frontage Road of IH35.

EXHIBIT B

Sec. 10.12.130. State Highway 195.

It is hereby determined upon the basis of an engineering and traffic investigation that the prima facie maximum speed limit on those portions of SH 195 routed in the City, is hereby stated, which prima facie maximum speed limit shall be effective at all times and signs will be erected giving notice of the prima facie maximum speed limit so declared to wit.

Speed Zone

A. *Northbound:*

1. On SH 195 under Control-Section 0440-02 starting from milepoint 21.685 (at IH 35) to milepoint 19.521 (at Shell Rd./CR 143), a distance 2.1664 miles, a prima facie speed limit of 55 miles per hour.

~~1.~~2. Speed School Zone. On SH 195, beginning at a point 600 feet south of the south curbline of its intersection with Grace Blvd and continuing northbound 800 feet, during the hours of 7:30 a.m. until 8:30 a.m. and 2:30 p.m. to 3:30 p.m, a prima facie speed limit of 35 miles per hour, when school is in session.

B. *Southbound:*

On SH 195 under Control-Section 0440-02 starting from milepoint 19.521 (at Shell Rd./CR 143) to milepoint 21.685 (at IH 35), a distance 2.1664 miles, a prima facie speed limit of 55 miles per hour.

City of Georgetown, Texas
City Council
August 25, 2026

SUBJECT:
First Reading - 2025-2-PUD - Texas Municipal Center Planned Unit Development

SUGGESTED ACTION:
Public Hearing and First Reading of an Ordinance on a request for a Zoning Map Amendment to rezone 1.322 acres of Block 23, Glasscock Addition, from the Mixed-Use Downtown (MU-DT) zoning district, and 0.257 acres of Lot 4, Lot 3 (SP), Block 21, and 0.414 acres of Lots 5-6, Lot 7 (SP), Block 21 of Glasscock Addition, from the Residential Single-Family (RS) zoning district to the Planned Unit Development (PUD) zoning district with a base zoning district of Mixed-Use Downtown (MU-DT), for the properties generally located at 205 E. University Avenue, 1014 Myrtle Street, and 1009 Church Street (2025-2-PUD) -- Allyson Iiams, Assistant Planning Director

ITEM SUMMARY:
The applicant is requesting to rezone the subject properties, from the Mixed-Use Downtown (MU-DT) zoning district, the Residential Single-Family (RS) zoning district to the Planned Unit Development (PUD) zoning district with a base zoning district of Mixed-Use Downtown (MU-DT). The applicant's letter of intent, outlines their intent to establish the site as the headquarters and corporate offices for the Texas Municipal League Intergovernmental Risk Pool (TMILRP), while also contributing to the vitality of Downtown Georgetown.

FINANCIAL IMPACT:
None. The applicant has paid the required application fees.

SUBMITTED BY:
Anish Dsouza, Planning Department

ATTACHMENTS:
2025-2-PUD Ordinance with Exhibits.pdf
2025-2-PUD Staff Presentation.pdf
2025-2-PUD Staff Report.pdf
Exhibit 1 - Location Map.pdf
Exhibit 2 - Future Land Use Map.pdf
Exhibit 3 - Zoning Map.pdf
Exhibit 4 - Planned Unit Development Proposal.pdf
Exhibit 5 - Letter of Intent.pdf
Exhibit 6 - UDC Approval Criteria Analysis.pdf

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, AMENDING PART OF THE OFFICIAL ZONING MAP TO REZONE 1.322 ACRES OF LOTS 1-8, BLOCK 23, GLASSCOCK ADDITION, 0.256 ACRES OF LOT 4, LOT 3 (SP), BLOCK 21, GLASSCOCK ADDITION, AND 0.41 ACRES OF LOTS 5-6, LOT 7 (SP), BLOCK 21 OF GLASSCOCK ADDITION, GENERALLY LOCATED AT 205 EAST UNIVERSITY AVENUE, 1014 MYRTLE STREET, AND 1009 CHURCH STREET FROM THE MIXED-USE DOWNTOWN (MU-DT), AND RESIDENTIAL SINGLE-FAMILY (RS) ZONING DISTRICTS TO THE PLANNED UNIT DEVELOPMENT (PUD) ZONING DISTRICT WITH A BASE ZONING OF MIXED-USE DOWNTOWN (MU-DT); REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an application has been made to the City for the purpose of amending the Official Zoning Map, adopted on the 12th day of June, 2012, for the specific Zoning District classification of the following described real property ("The Property"):

1.322 acres of Lots 1-8, Block 23, Glasscock Addition, 0.256 acres of Lot 4, Lot 3 (SP), Block 21, Glasscock Addition, and 0.41 acres of Lots 5-6, Lot 7 (SP), Block 21, Glasscock Addition, generally located at 205 East University Avenue, 1014 Myrtle Street, and 1009 Church Street, as recorded in Document Numbers 2026001200, 2026001200, and 2025095233 of the Official Public Records of Williamson County, Texas, hereinafter referred to as "The Property"; and

WHEREAS, public notice of such hearing was accomplished in accordance with State Law and the City's Unified Development Code through newspaper publication, signs posted on the Property, and mailed notice to nearby property owners; and

WHEREAS, the Planning and Zoning Commission, at a meeting on the 21st day of July, 2026, held the required public hearing and submitted a recommendation of approval to the City Council for the requested rezoning of the Property; and

WHEREAS, the City Council, at a meeting on the 25th day of August, 2026, held an additional public hearing prior to taking action on the requested rezoning of the Property.

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

Section 1. The meeting at which this ordinance was approved was conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 2. The facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and correct and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim.

Section 3. The City Council hereby finds that this Ordinance implements the vision, goals, and policies of the Georgetown 2030 Comprehensive Plan and further finds that the enactment of this Ordinance is not inconsistent or in conflict with any other policies or provisions of the 2030 Comprehensive Plan and the City's Unified Development Code.

Section 4. The Official Zoning Map, as well as the Zoning District classification for the Property is hereby amended from the Mixed-Use Downtown (MU-DT) and Residential Single-Family (RS) zoning districts to the Planned Unit Development (PUD) zoning district with a base zoning district of Mixed-Use Downtown (MU-DT), in accordance with the attached ***Exhibit A*** (PUD Development Plan) and incorporated herein by reference.

Section 5. All ordinances or resolutions that conflict with the provisions of this ordinance are hereby repealed, and all other ordinances or resolutions of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

Section 6. If any provision of this ordinance, or application thereof, to any person or circumstance, shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this ordinance, which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are hereby declared to be severable.

Section 7. The Mayor is hereby authorized to sign this ordinance and the City Secretary to attest. This Ordinance shall become effective and be in full force and effect immediately in accordance with the provisions of the City Charter of the City of Georgetown.

PASSED AND APPROVED on First Reading on the _____of _____, 202X.

PASSED AND APPROVED on Second Reading on the _____ of _____, 202X.

CITY OF GEORGETOWN, TEXAS

_____
Josh Schroeder, Mayor

ATTEST:

_____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

_____
Skye Masson, City Attorney

EXHIBIT A
TEXAS MUNICIPAL CENTER
PLANNED UNIT DEVELOPMENT (PUD)
DEVELOPMENT PLAN
JULY 1, 2026

A. PROPERTY - LEGAL DESCRIPTION

Tract I: A tract or parcel containing 1.322 acres or approximately 57,600 square feet of land being all of Block 23, Glasscock Addition in the City of Georgetown conveyed to Texas Municipal League Intergovernmental Risk Pool in a general warranty deed dated January 5, 2026 and recorded in Document No. 2026001200 of the Official Public Records of Williamson County, Texas; Tract II: A tract or parcel containing 0.257 acres or approximately 11,172 square feet of land, being all of Lot 4 and a portion of Lot 3, Block 21, of the Glasscock Addition to the City of Georgetown conveyed to Texas Municipal League Intergovernmental Risk Pool in a general warranty deed dated January 5, 2026 and recorded in Document No. 2026001200 of the Official Public Records of Williamson County, Texas; and Tract III: A tract or parcel containing 0.414 acres or approximately 18,035 square feet of land being all of Lots 5 and 6, and a portion of Lot 7, Block 21, Glasscock Addition conveyed to Texas Municipal League Intergovernmental Risk Pool in a general warranty deed dated December 2, 2025 and recorded in Document No. 2025095233 of the Official Public Records of Williamson County (collectively approximately 1.993 acres, the "Property"), as reflected in **Exhibit "B"**.

B. PURPOSE

The proposed Texas Municipal Center ("TMC") development is submitted as a Planned Unit Development ("PUD"), with a base zoning district of Mixed-Use Downtown zoning ("MU-DT").

This PUD serves to augment and/or modify the standards for development outlined in the City's Unified Development Code ("UDC") in order to implement the vision for the Property and insure a cohesive, quality development not otherwise anticipated by the underlying base zoning district. In accordance with UDC this Development Plan, titled **Exhibit "A"**, is a summary of the development and design standards for the Property.

The PUD is intended to create a set of development standards for TMC consisting of three (3) existing buildings and an existing parking lot. Two (2) proposed building additions totaling a maximum of 95,000 gross square feet will be added to Tract I. The intended occupancy of these buildings will include, but is not limited to, professional and business offices, general office, and other related uses permitted within the MU-DT base zoning district.

C. APPLICABILITY AND BASE ZONING

In accordance with City of Georgetown ("City") UDC all development of the Property shall conform to the MU-DT base zoning district. Except for those requirements specifically deviated by this Development Plan, all development standards established in the most current version of the UDC at the time of development shall be applicable, including amendments or ordinances adopted after the date of this PUD. In the event that this Development Plan does not address a specific item, the UDC and any other applicable Ordinances 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. CONCEPT PLAN

A Concept Plan is attached as **Exhibit "D"** to illustrate the building footprints, building information and design intent for the Property.

E. LAND USES

The TMC PUD is intended to establish the Property as the general headquarters and corporate office for the Texas Municipal League Intergovernmental Risk Pool ("TMLIRP"). The TMC PUD permitted uses with no limitations or Special Use Permit requirements include the following uses: (i) General Office, (ii) Integrated Office Center (iii) Office, Professional and Business, (iv) Event Facility as an accessory use to the Primary Use, and as a Primary Use, and (v) Personal Services. Uses that are not specified as permitted uses with no limitations or Special Use Permit requirements will be subject to the UDC MU-DT zoning district allowed uses. Prohibited uses are those listed in the UDC under the MU-DT zoning district.

F. DESIGN STANDARDS

1. PURPOSE

In order to provide attention in design and human scale and to minimize the appearance of large walls and structures, articulation techniques, and architectural features shall be incorporated into the building design.

2. OFFICE AREA

The total building square footage on Tract I shall not exceed 95,000.

3. OPEN SPACE

a. Additions are located on site in portions of Property where they are least likely to impact adjacent existing historic structures. The northwest corner of the Property is adjacent to historic homes and will be utilized as outdoor open space. The southeast corner adjacent to St. John's Methodist Church will also remain as open space. Both additions help to transition a large, noncompatible structure to be more compatible with the surrounding area and Old Town Character.

b. The minimum square footage of open space within the PUD will be 6,000 square feet, which will be privately maintained.

4. BUILDING ARTICULATION -HORIZONTAL (FOOTPRINT) and Vertical ARTICULATION (ELEVATION)

a. The UDC and the Historic District Design Guidelines indicate specific building

Articulation and Architectural Features for horizontal and vertical offsets. The existing building and proposed additions will not comply with vertical and horizontal articulation requirements.

b. Horizontal Articulation (Footprint).

Where the length of the wall is less than 120 feet, articulation is not required.

c. Vertical Articulation (Elevation).

No building wall shall extend laterally for a distance greater than four times the building's average height without a change in vertical elevation of at least twenty-five percent (25%) of such height.

5. BUILDING ELEMENTS

a. Roof styles for the new additions will be less than 2-to-12 pitch to be more compatible with the existing building.

b. Roof treatments for the new additions will include parapets that are less than two feet above the roof line to be more compatible with the existing building.

G. PARKING

Parking on the Property shall be in conformance with Chapter 9 of the UDC except as otherwise stated in this Development Plan.

1. Off-street parking is not required when a shared parking agreement is provided. The City of Georgetown parking garage located at East 9th Street and South Main Street will be utilized for off-street parking. The maximum required parking will be 200 spaces.

2. ADA parking will be provided in the R.O.W. along the north side of the Property on 11th Street via an accessible route subject to approval by the City. Loading and trash collection is also proposed to be located in the R.O.W. (area to be determined).

H. VEHICULAR ACCESS AND CIRCULATION

1. The site is bounded by three Local Downtown Streets to the west, north, and east: S Church Street, East 11th street, and south Myrtle Street. The site is bounded by SH 29 to the south. There are no roadway modifications planned for this project.

2. **Exhibit "E"** reflects the existing roadway network and City roadway standards.

I. TREE SURVEY

A tree survey of the Property is reflected in **Exhibit "C"**. The PUD will be subject to the Tree Ordinance 2025-54 or any modifications to the Tree Ordinance at the time of site development plan approval.

J. LANDSCAPE REQUIREMENTS

The landscape plan will comply with the requirements of the UDC as shown on **Exhibit "F"**, Concept Landscape Plan with the following exceptions:

1. The sidewalks under all heritage trees in the R.O.W. along Church and Myrtle Streets will remain in place within the ½ critical root zone to limit disturbance and impact to the root zones. In the event that the sidewalk needs to be repaired/replaced due to damage during construction or unsafe conditions, the sidewalk will be rebuilt in its current location subject to review by the City of Georgetown 8.02.030.

K. IMPERVIOUS COVER

The portion of the Property within the Downtown Overlay District effective on the date of the PUD approval is allowed a 95% maximum impervious cover. Tracts II and III, which are outside of the Downtown Overlay, will be subject to 70% impervious cover at the time either Tract is redeveloped. The existing impervious cover conditions on Tracts II and III will remain as is.

L. PUD MODIFICATIONS

In conformance with the UDC, modifications to this Development Plan shall require City Council approval of an amendment to this PUD 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 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.

M. LIST OF EXHIBITS

Exhibit A – Development Plan
Exhibit B – Field Notes, Survey, & Legal Description
Exhibit C – Tree Survey
Exhibit D – Concept Plan
Exhibit E – Transportation
Exhibit F – Landscape Plan

EARLY LAND SURVEYING, LLC

P.O. Box 92588, Austin, TX 78709
512-202-8631
earlysurveying.com
TBPELS Firm No. 10194487

1.322 ACRES
WILLIAMSON COUNTY, TEXAS

A DESCRIPTION OF 1.322 ACRES (APPROXIMATELY 57,600 SQ. FT.), BEING ALL OF BLOCK 23, GLASSCOCK ADDITION IN THE CITY OF GEORGETOWN (NO RECORD INFORMATION FOUND), BEING ALL OF A 1.322 ACRE TRACT OF LAND CONVEYED TO TEXAS MUNICIPAL LEAGUE INTERGOVERNMENTAL RISK POOL, IN A GENERAL WARRANTY DEED DATED JANUARY 5, 2026, RECORDED IN DOCUMENT NO. 2026001200 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 1.322 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2” rebar found at the intersection of the north right-of-way line of E University Avenue (public right-of-way width varies) and the east right-of-way line of S Church Street (public right-of-way width varies), being the southwest corner of said Block 23, same being the southwest corner of the said 1.322 acre tract;

THENCE North 01°58'07" West, with the east right-of-way line of S Church Street and the west line of said Block 23, same being the west line of the said 1.322 acre tract, a distance of 240.00 feet to a 1/2” rebar with “Early Boundary” cap set at the intersection of the east right-of-way line of S Church Street and the south right-of-way line of E 11th Street (apparent 60’ public right-of-way width), being the northwest corner of said Block 23, same being the northwest corner of the said 1.322 acre tract, from which an “X” in concrete found at the intersection of the east right-of-way line of S Church Street and the north right-of-way line of E 11th Street, being the southwest corner of Block 21 of said Glasscock Addition, same being the southwest corner of a 0.41 acre tract described in Document No. 2025095233 of the Official Public Records of Williamson County, Texas, bears North 01°58’07” West, a distance of 59.81 feet;

THENCE North 88°01'53" East, with the south right-of-way line of E 11th Street and the north line of said Block 23, same being the north line of the said 1.322 acre tract, a distance of 240.00 feet to a mag nail with “Early Boundary” washer set at the intersection of the south right-of-way line of E 11th Street and the west right-of-way line of S Myrtle Street (public right-of-way width varies), being the northeast corner of said Block 23, same being the northeast corner of the said 1.322 acre tract, from which a punch/drill hole in concrete found at the intersection of the north right-of-way line of E 11th Street and the west right-of-way line of S Myrtle Street, being the southeast corner

of said Block 21, same being the southeast corner of a 0.256 acre tract described in said Document No. 2026001200, bears North 01°58’07” West, a distance of 60.02 feet;

THENCE South 01°58'07" East, with the west right-of-way line of S Myrtle Street and the east line of said Block 23, same being the east line of the said 1.322 acre tract, a distance of 240.00 feet to a mag nail with “Early Boundary” washer set at the intersection of the west right-of-way line of S Myrtle Street and the north right-of-way line of E University Avenue, being the southeast corner of said Block 23, same being the southeast corner of the said 1.322 acre tract, from which a 1/2” iron pipe found at the intersection of the west right-of-way line of S Myrtle Street and the south right-of-way line of E University Avenue, being the northeast corner of Lot 4, Cody’s Subdivision of Block I of the Hughes Addition, a subdivision of record in Cabinet A, Slide 110 of the Plat Records of Williamson County, Texas, bears South 02°12’17” East, a distance of 86.55 feet, then North 87°47’43” East, a distance of 11.37 feet;

THENCE South 88°01'53" West, with the north right-of-way line of E University Avenue and the south line of said Block 23, same being the south line of the said 1.322 acre tract, a distance of 240.00 feet to the **POINT OF BEGINNING**, containing 1.322 acres of land, more or less.

Surveyed on the ground on March 4, 2026.

Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, utilizing the SmartNet North America Network.

Attachments: Survey Drawing No. 1253-001-SK-1.322 ACRES

3/12/2026

Joe Ben Early, Jr. Date
Registered Professional Land Surveyor
State of Texas No. 6016



SKETCH TO ACCOMPANY A DESCRIPTION OF 1.322 ACRES (APPROXIMATELY 57,600 SQ. FT.), BEING ALL OF BLOCK 23, GLASSCOCK ADDITION IN THE CITY OF GEORGETOWN (NO RECORD INFORMATION FOUND), BEING ALL OF A 1.322 ACRE TRACT OF LAND CONVEYED TO TEXAS MUNICIPAL LEAGUE INTERGOVERNMENTAL RISK POOL, IN A GENERAL WARRANTY DEED DATED JANUARY 5, 2026, RECORDED IN DOCUMENT NO. 2026001200 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

LEGEND

●	1/2" REBAR FOUND (OR AS NOTED)
PCAP●	1/2" REBAR WITH AN ILLEGIBLE CAP FOUND
○	1/2" REBAR WITH "EARLY BOUNDARY" CAP SET
⊙	1/2" IRON PIPE FOUND (OR AS NOTED)
◎	PUNCH/DRILL HOLE IN CONCRETE FOUND
△	MAG NAIL WITH "EARLY BOUNDARY" WASHER SET
⊠	"X" IN CONCRETE FOUND
▵	CALCULATED POINT
( )	RECORD INFORMATION

Ⓐ

TEXAS MUNICIPAL LEAGUE
INTERGOVERNMENTAL RISK POOL
0.41 ACRES
(2025095233)

LOTS 5 AND 6
AND A PORTION OF LOT 7
BLOCK 21
GLASSCOCK ADDITION
(NO RECORD INFORMATION FOUND)

Ⓑ

TEXAS MUNICIPAL LEAGUE
INTERGOVERNMENTAL RISK POOL
0.256 ACRES
(2026001200)

LOT 4 AND
A PORTION OF LOT 3
BLOCK 21
GLASSCOCK ADDITION
(NO RECORD INFORMATION FOUND)

Ⓒ

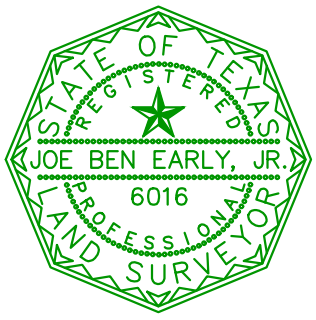
LOTS 3 AND 4
AND A PORTION OF LOT 2
CODY'S SUBDIVISION OF BLOCK I
OF THE HUGHES ADDITION
(A/110)

ZULCIC, LLC.
0.4296 ACRES
(2024007656)

Ⓓ

LOT 1
AND A PORTION OF LOT 2
CODY'S SUBDIVISION OF BLOCK I
OF THE HUGHES ADDITION
(A/110)

ZULCIC, LLC.
0.24 ACRES
(2023104807)



3/12/2026

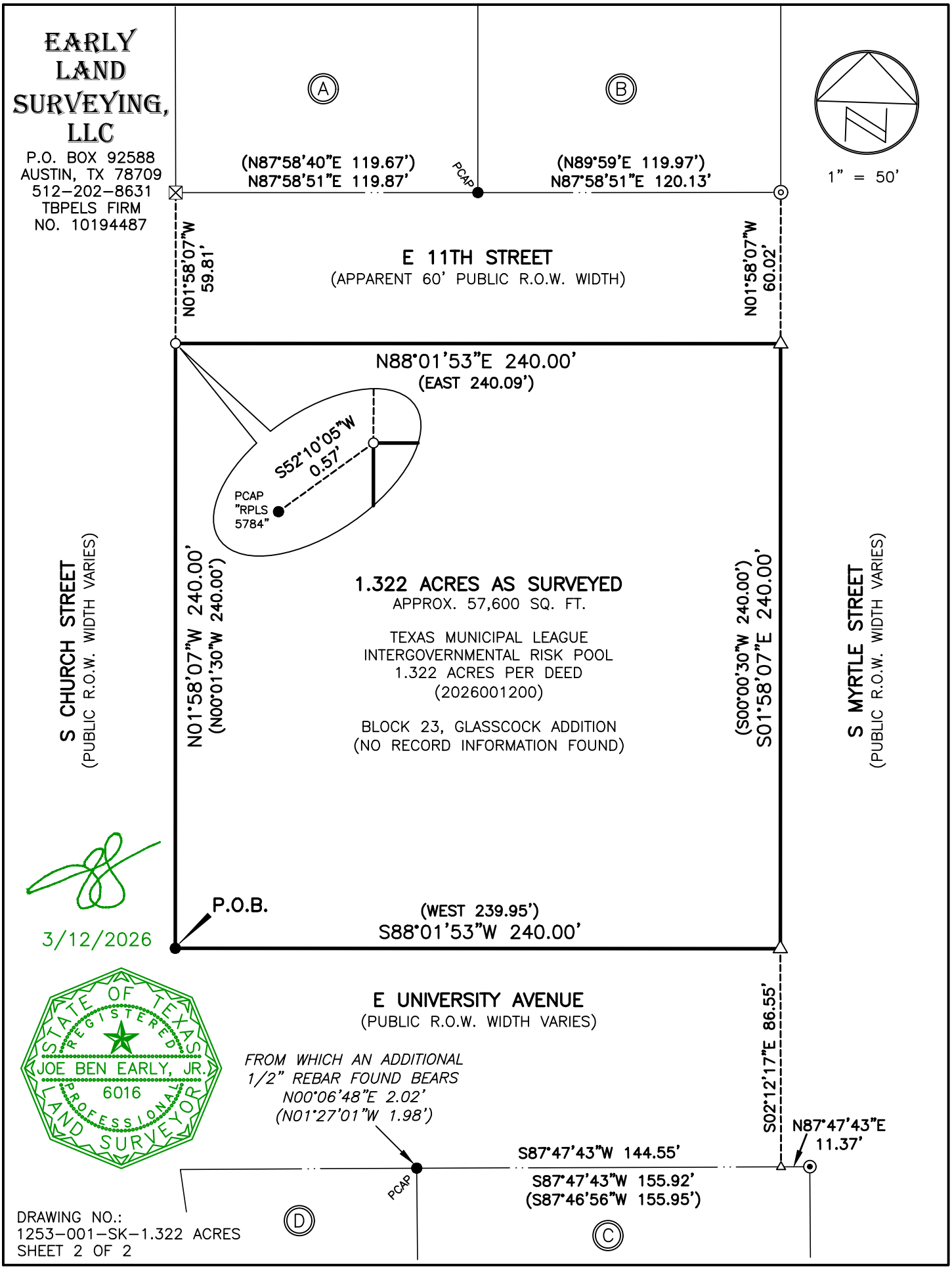
DATE OF SURVEY: 3/4/26
PLOT DATE: 3/12/26
DRAWING NO.:
1253-001-SK-1.322 ACRES
DRAWN BY: JBE
SHEET 1 OF 2

EARLY LAND SURVEYING, LLC
P.O. BOX 92588
AUSTIN, TX 78709
512-202-8631
TBPELS FIRM NO. 10194487

THE BASIS OF BEARINGS SHOWN HEREON IS THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE, UTILIZING THE SMARTNET NORTH AMERICA NETWORK.

ATTACHMENTS: METES AND BOUNDS DESCRIPTION

EARLY LAND SURVEYING, LLC
P.O. BOX 92588
AUSTIN, TX 78709
512-202-8631
TBPELS FIRM
NO. 10194487



DRAWING NO.:
1253-001-SK-1.322 ACRES
SHEET 2 OF 2

EARLY LAND SURVEYING, LLC

P.O. Box 92588, Austin, TX 78709
512-202-8631
earlysurveying.com
TBPELS Firm No. 10194487

0.257 ACRES
WILLIAMSON COUNTY, TEXAS

A DESCRIPTION OF 0.257 ACRES (APPROXIMATELY 11,172 SQ. FT.), BEING ALL OF LOT 4 AND A PORTION OF LOT 3, BLOCK 21, GLASSCOCK ADDITION IN THE CITY OF GEORGETOWN (NO RECORD INFORMATION FOUND), BEING ALL OF A 0.256 ACRE TRACT OF LAND CONVEYED TO TEXAS MUNICIPAL LEAGUE INTERGOVERNMENTAL RISK POOL, IN A GENERAL WARRANTY DEED DATED JANUARY 5, 2026, RECORDED IN DOCUMENT NO. 2026001200 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.257 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a punch/drill hole in concrete found at the intersection of the north right-of-way line of E 11th Street (apparent 60’ right-of-way width) and the west right-of-way line of S Myrtle Street (right-of-way width varies), being the southeast corner of said Block 21, same being the southeast corner of the said 0.256 acre tract, from which a mag nail with “Early Boundary” washer set at the intersection of the south right-of-way line of E 11th Street and the west right-of-way line of S Myrtle Street, being the northeast corner of Block 23 of said Glasscock Addition, same being the northeast corner of a 1.322 acre tract described in said Document No. 2026001200, bears South 01°58’07” East, a distance of 60.02 feet;

THENCE South 87°58'51" West, with the north right-of-way line of E 11th Street and the south line of said Block 21, same being the south line of the said 0.256 acre tract, a distance of 120.13 feet to a 1/2” rebar with an illegible cap found for the southwest corner of the said 0.256 acre tract, being the southeast corner of a 0.41 acre tract described in Document No. 2025095233 of the Official Public Records of Williamson County, Texas, from which an “X” in concrete found at the intersection of the north right-of-way line of E 11th Street and the east right-of-way line of S Church Street (right-of-way width varies), being the southwest corner of said Block 21, same being the southwest corner of the said 0.41 acre tract, bears South 87°58’51” West, a distance of 119.87 feet;

THENCE North 01°58'07" West, with the west line of the said 0.256 acre tract and the east line of the said 0.41 acre tract, a distance of 93.00 feet to a 1/2” rebar with “Early Boundary” cap set for the northwest corner of the said 0.256 acre tract, being the southwest corner of a tract of land described in Document No. 2023056903 of the Official Public Records of Williamson County, Texas;

THENCE North 87°58'51" East, with the north line of the said 0.256 acre tract and the south line of the said tract described in Document No. 2023056903, a distance of 120.13 feet to a calculated point in the west right-of-way line of S Myrtle Street, being in the east line of said Block 21, being the northeast corner of the said 0.256 acre tract, being also the southeast corner of the said tract described in Document No. 2023056903;

THENCE South 01°58'07" East, with the west right-of-way line of S Myrtle Street and the east line of said Block 21, same being the east line of the said 0.256 acre tract, a distance of 93.00 feet to the **POINT OF BEGINNING**, containing 0.257 acres of land, more or less.

Surveyed on the ground on March 4, 2026.

Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, utilizing the SmartNet North America Network.

Attachments: Survey Drawing No. 1253-001-SK-0.257 ACRES

3/12/2026

Joe Ben Early, Jr. Date
Registered Professional Land Surveyor
State of Texas No. 6016



SKETCH TO ACCOMPANY A DESCRIPTION OF 0.257 ACRES (APPROXIMATELY 11,172 SQ. FT.), BEING ALL OF LOT 4 AND A PORTION OF LOT 3, BLOCK 21, GLASSCOCK ADDITION IN THE CITY OF GEORGETOWN (NO RECORD INFORMATION FOUND), BEING ALL OF A 0.256 ACRE TRACT OF LAND CONVEYED TO TEXAS MUNICIPAL LEAGUE INTERGOVERNMENTAL RISK POOL, IN A GENERAL WARRANTY DEED DATED JANUARY 5, 2026, RECORDED IN DOCUMENT NO. 2026001200 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

LEGEND

●	1/2" REBAR FOUND (AS NOTED)
PCAP ●	1/2" REBAR WITH AN ILLEGIBLE CAP FOUND
○	1/2" REBAR WITH "EARLY BOUNDARY" CAP SET
◎	PUNCH/DRILL HOLE IN CONCRETE FOUND
△	MAG NAIL WITH "EARLY BOUNDARY" WASHER SET
☒	"X" IN CONCRETE FOUND
( )	RECORD INFORMATION

STATE OF TEXAS
REGISTERED
JOE BEN EARLY, JR.
6016
PROFESSIONAL
LAND SURVEYOR

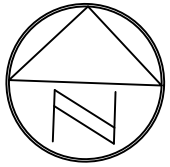
3/12/2026

DATE OF SURVEY: 3/4/26
PLOT DATE: 3/12/26
DRAWING NO.:
1253-001-SK-0.257 ACRES
DRAWN BY: JBE
SHEET 1 OF 2

EARLY LAND SURVEYING, LLC
P.O. BOX 92588
AUSTIN, TX 78709
512-202-8631
TBPELS FIRM NO. 10194487

THE BASIS OF BEARINGS SHOWN HEREON IS THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE, UTILIZING THE SMARTNET NORTH AMERICA NETWORK.

ATTACHMENTS: METES AND BOUNDS DESCRIPTION 1253-001-SK-0.257 ACRES



1" = 40'

ST. JOHN'S METHODIST CHURCH,
GEORGETOWN, TEXAS
(2023056903)

LOTS 1 AND 2
AND A PORTION OF LOT 3
BLOCK 21
GLASSCOCK ADDITION
(NO RECORD INFORMATION FOUND)

(N89°58'30"E 119.96')
N87°58'51"E 120.13'

S CHURCH STREET
(PUBLIC R.O.W. WIDTH VARIES)

TEXAS MUNICIPAL LEAGUE
INTERGOVERNMENTAL RISK POOL
0.41 ACRES
(2025095233)

LOTS 5 AND 6
AND A PORTION OF LOT 7
BLOCK 21
GLASSCOCK ADDITION
(NO RECORD INFORMATION FOUND)

(N00°00'45"E 92.98')
N01°58'07"W 93.00'

0.257 ACRES AS SURVEYED
APPROX. 11,172 SQ. FT.

TEXAS MUNICIPAL LEAGUE
INTERGOVERNMENTAL RISK POOL
0.256 ACRES
(2026001200)

LOT 4 AND A PORTION OF LOT 3
BLOCK 21
GLASSCOCK ADDITION
(NO RECORD INFORMATION FOUND)

S01°58'07"E 93.00'
(S00°00'30"W 92.99')

S MYRTLE STREET
(PUBLIC R.O.W. WIDTH VARIES)

PCAP

P.O.B
0.257
ACRES

S87°58'51"W 119.87'
(S87°58'40"W 119.67')

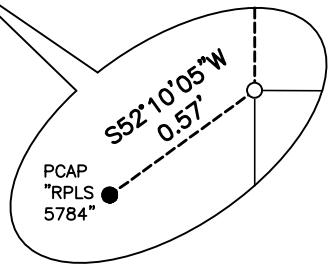
S87°58'51"W 120.13'
(S89°59'W 119.97')

N01°58'07"W 59.81'

S01°58'07"E 60.02'

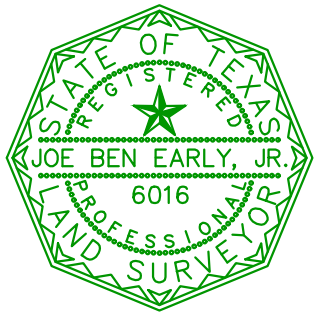
E 11TH STREET
(APPARENT 60' PUBLIC R.O.W. WIDTH)

N88°01'53"E 240.00'
(EAST 240.09')



TEXAS MUNICIPAL LEAGUE
INTERGOVERNMENTAL RISK POOL
1.322 ACRES
(2026001200)

BLOCK 23, GLASSCOCK ADDITION
(NO RECORD INFORMATION FOUND)



3/12/2026

DRAWING NO.:
1253-001-SK-0.257 ACRES
SHEET 2 OF 2

EARLY
LAND
SURVEYING,
LLC
P.O. BOX 92588
AUSTIN, TX 78709
512-202-8631
TBPELS FIRM
NO. 10194487

EARLY LAND SURVEYING, LLC

P.O. Box 92588, Austin, TX 78709
512-202-8631
earlysurveying.com
TBPELS Firm No. 10194487

0.414 ACRES
WILLIAMSON COUNTY, TEXAS

A DESCRIPTION OF 0.414 ACRES (APPROXIMATELY 18,035 SQ. FT.), BEING ALL OF LOTS 5 AND 6, AND A PORTION OF LOT 7, BLOCK 21, GLASSCOCK ADDITION TO THE CITY OF GEORGETOWN (NO RECORD INFORMATION FOUND), BEING ALL OF A 0.41 ACRE TRACT OF LAND CONVEYED TO TEXAS MUNICIPAL LEAGUE INTERGOVERNMENTAL RISK POOL IN A GENERAL WARRANTY DEED DATED DECEMBER 2, 2025 AND RECORDED IN DOCUMENT NO. 2025095233 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.414 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an “X” in concrete found at the intersection of the north right-of-way line of E 11th Street (apparent 60’ right-of-way width) and the east right-of-way line of S Church Street (right-of-way width varies), being the southwest corner said Block 21, same being the southwest corner of the said 0.41 acre tract, from which a 1/2” rebar with “Early Boundary” cap set at the intersection of the south right-of-way line of E 11th Street and the east right-of-way line of S Church Street, being the northwest corner of Block 23 of said Glasscock Addition, same being the northwest corner of a 1.322 acre tract described in Document No. 2026001200 of the Official Public Records of Williamson County, Texas, bears South 01°58’07” East, a distance of 59.81 feet;

THENCE North 02°04'07" West, with the east right-of-way line of S Church Street and the west line of said Block 21, same being the west line of the said 0.41 acre tract, a distance of 150.21 feet to a 1/2” rebar with “Forest RPLS 1847” cap found for the northwest corner of the said 0.41 acre tract, being the southwest corner of a 0.247 acre tract described in Document No. 2013033121 of the Official Public Records of Williamson County, Texas;

THENCE North 87°55'32" East, crossing said Block 21, with the north line of the said 0.41 acre tract and the south line of the said 0.247 acre tract, a distance of 120.22 feet to a calculated point (corner inaccessible at time of survey) for the northeast corner of the said 0.41 acre tract, being the southeast corner of the said 0.247 acre tract, being also in the west line of a tract of land described in Document No. 2023056903 of the Official Public Records of Williamson County, Texas;

THENCE South 01°52'51" East, crossing said Block 21, with the east line of the said 0.41 acre tract and the west line of the tract of land described in said Document No. 2023056903, a distance of 57.33 feet to a 1/2” rebar with “Early Boundary” cap set for the southwest corner of the tract of land described in said Document No. 2023056903, being the northwest corner of a 0.256 acre tract described in Document No. 2026001200 of the Official Public Records of Williamson County, Texas;

THENCE South 01°58'07" East, crossing said Block 21, with the west line of the said 0.41 acre tract and the east line of the said 0.256 acre tract, a distance of 93.00 feet to a 1/2” rebar with an illegible cap found in the north right-of-way line of E 11th Street, being in the south line of said Block 21, being the southeast corner of the said 0.41 acre tract, being also the southwest corner of the said 0.256 acre tract, from which a punch/drill hole in concrete found at the intersection of the north right-of-way line of E 11th Street and the west right-of-way line S Myrtle Street (right-of-way width varies), being the southeast corner of said Block 21, same being the southeast corner of the said 0.256 acre tract, bears North 87°58’51” East, a distance of 120.13 feet;

THENCE South 87°58'51" West, with the north right-of-way line of E 11th Street and the south line of said Block 21, same being the south line of the said 0.41 acre tract, a distance of 119.87 feet to the **POINT OF BEGINNING**, containing 0.414 acres of land, more or less.

Surveyed on the ground on March 4, 2026.

Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, utilizing the SmartNet North America Network.

Attachments: Survey Drawing No. 1253-001-SK-0.414 ACRES



3/12/2026

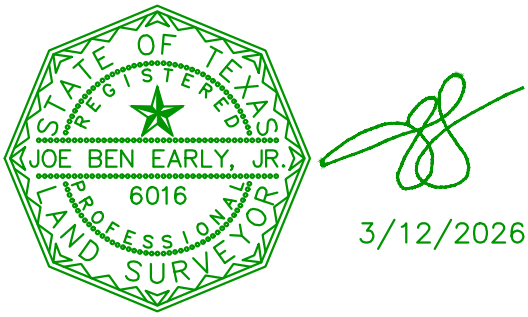
Joe Ben Early, Jr. Date
Registered Professional Land Surveyor
State of Texas No. 6016



SKETCH TO ACCOMPANY A DESCRIPTION OF 0.414 ACRES (APPROXIMATELY 18,035 SQ. FT.), BEING ALL OF LOTS 5 AND 6, AND A PORTION OF LOT 7, BLOCK 21, GLASSCOCK ADDITION TO THE CITY OF GEORGETOWN (NO RECORD INFORMATION FOUND), BEING ALL OF A 0.41 ACRE TRACT OF LAND CONVEYED TO TEXAS MUNICIPAL LEAGUE INTERGOVERNMENTAL RISK POOL IN A GENERAL WARRANTY DEED DATED DECEMBER 2, 2025 AND RECORDED IN DOCUMENT NO. 2025095233 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

LEGEND

●	1/2" REBAR FOUND (AS NOTED)
F●	1/2" REBAR WITH "FOREST RPLS 1847" CAP FOUND
PCAP●	1/2" REBAR WITH AN ILLEGIBLE CAP FOUND
○	1/2" REBAR WITH "EARLY BOUNDARY" CAP SET
◎	PUNCH/DRILL HOLE IN CONCRETE FOUND
△	MAG NAIL WITH "EARLY BOUNDARY" WASHER SET
⊠	"X" IN CONCRETE FOUND
△	CALCULATED POINT
( )	RECORD INFORMATION



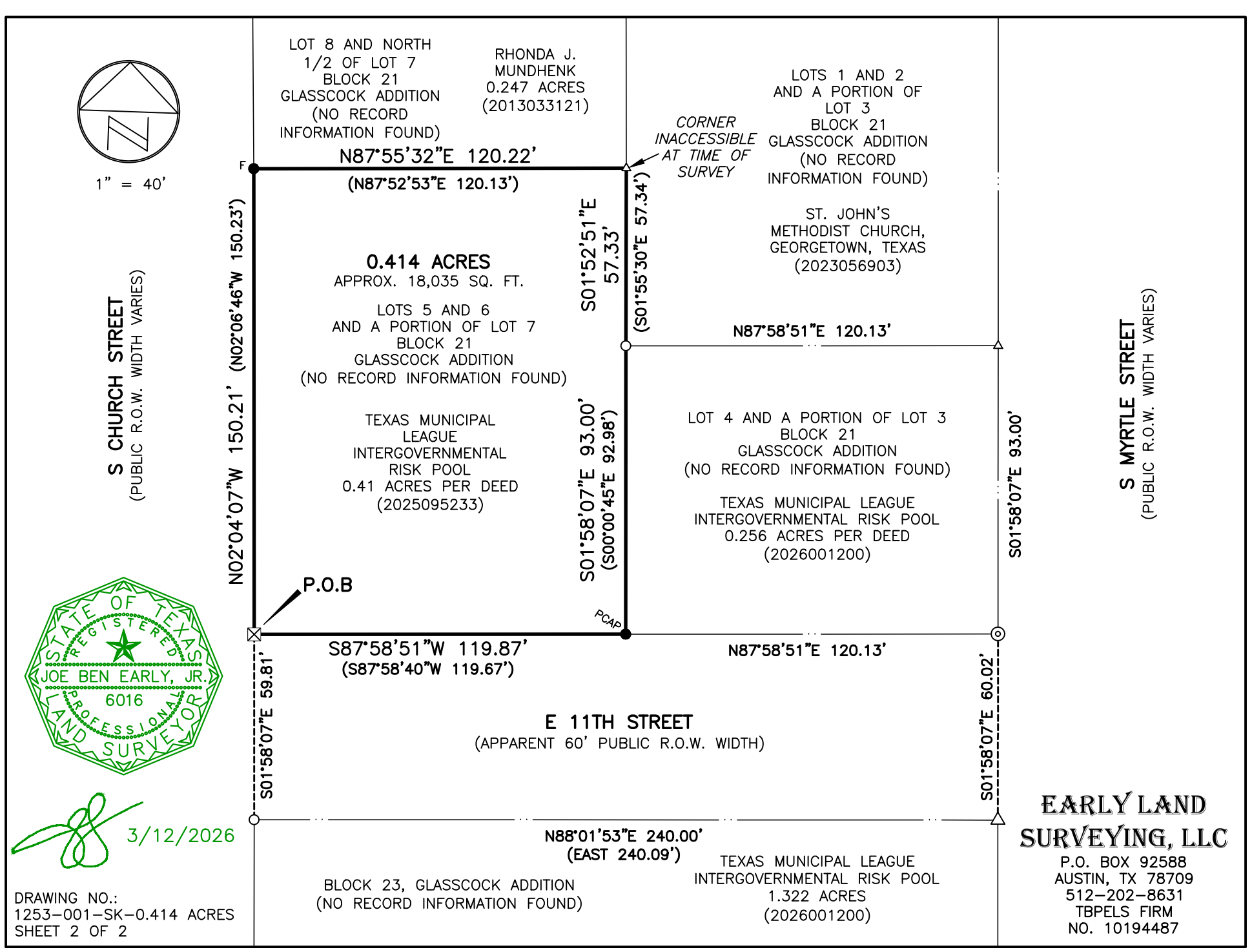
3/12/2026

DATE OF SURVEY: 3/4/26
PLOT DATE: 3/12/26
DRAWING NO.:
1253-001-SK-0.414 ACRES
DRAWN BY: JBE & MAW
SHEET 1 OF 2

EARLY LAND SURVEYING, LLC
P.O. BOX 92588
AUSTIN, TX 78709
512-202-8631
TBPELS FIRM NO. 10194487

THE BASIS OF BEARINGS SHOWN HEREON IS THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE, UTILIZING THE SMARTNET NORTH AMERICA NETWORK.

ATTACHMENTS: METES AND BOUNDS DESCRIPTION 1253-001-SK-0.414 ACRES

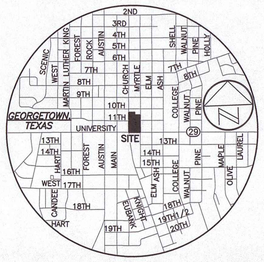

N
1" = 40'
LOT 8 AND NORTH 1/2 OF LOT 7 BLOCK 21 GLASSCOCK ADDITION (NO RECORD INFORMATION FOUND)
RHONDA J. MUNDHENK 0.247 ACRES (2013033121)
LOTS 1 AND 2 AND A PORTION OF LOT 3 BLOCK 21 GLASSCOCK ADDITION (NO RECORD INFORMATION FOUND)
CORNER INACCESSIBLE AT TIME OF SURVEY
F
N87°55'32"E 120.22'
(N87°52'53"E 120.13')
S01°52'51"E 57.33'
(S01°55'30"E 57.34')
ST. JOHN'S METHODIST CHURCH, GEORGETOWN, TEXAS (2023056903)
0.414 ACRES
APPROX. 18,035 SQ. FT.
LOTS 5 AND 6 AND A PORTION OF LOT 7 BLOCK 21 GLASSCOCK ADDITION (NO RECORD INFORMATION FOUND)
N87°58'51"E 120.13'
S CHURCH STREET
(PUBLIC R.O.W. WIDTH VARIES)
N02°04'07"W 150.21' (N02°06'46"W 150.23')
TEXAS MUNICIPAL LEAGUE INTERGOVERNMENTAL RISK POOL 0.41 ACRES PER DEED (2025095233)
S01°58'07"E 93.00' (S00°00'45"E 92.98')
LOT 4 AND A PORTION OF LOT 3 BLOCK 21 GLASSCOCK ADDITION (NO RECORD INFORMATION FOUND)
TEXAS MUNICIPAL LEAGUE INTERGOVERNMENTAL RISK POOL 0.256 ACRES PER DEED (2026001200)
S01°58'07"E 93.00'
S MYRTLE STREET
(PUBLIC R.O.W. WIDTH VARIES)
P.O.B
PCAP
S87°58'51"W 119.87'
(S87°58'40"W 119.67')
N87°58'51"E 120.13'
S01°58'07"E 59.81'
E 11TH STREET
(APPARENT 60' PUBLIC R.O.W. WIDTH)
S01°58'07"E 60.02'
N88°01'53"E 240.00'
(EAST 240.09')
BLOCK 23, GLASSCOCK ADDITION (NO RECORD INFORMATION FOUND)
TEXAS MUNICIPAL LEAGUE INTERGOVERNMENTAL RISK POOL 1.322 ACRES (2026001200)
STATE OF TEXAS
REGISTERED
JOE BEN EARLY, JR.
6016
PROFESSIONAL
LAND SURVEYOR
3/12/2026
DRAWING NO.:
1253-001-SK-0.414 ACRES
SHEET 2 OF 2
EARLY LAND SURVEYING, LLC
P.O. BOX 92588
AUSTIN, TX 78709
512-202-8631
TBPELS FIRM
NO. 10194487

AN ALTA/NSPS LAND TITLE SURVEY, TOPOGRAPHIC AND TREE SURVEY OF:

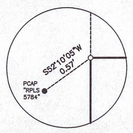
TRACT I: 1.322 ACRES (APPROXIMATELY 57,600 SQ. FT.), BEING ALL OF BLOCK 23, GLASSCOCK ADDITION TO THE CITY OF GEORGETOWN (NO RECORD INFORMATION FOUND), BEING ALL OF A 1.322 ACRE TRACT OF LAND CONVEYED TO TEXAS MUNICIPAL LEAGUE INTERGOVERNMENTAL RISK POOL, IN A GENERAL WARRANTY DEED DATED JANUARY 5, 2026 AND RECORDED IN DOCUMENT NO. 2026001200 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

TRACT II: 0.257 ACRES (APPROXIMATELY 11,172 SQ. FT.), BEING ALL OF LOT 4 AND A PORTION OF LOT 3, BLOCK 21, GLASSCOCK ADDITION TO THE CITY OF GEORGETOWN (NO RECORD INFORMATION FOUND), BEING ALL OF A 0.256 ACRE TRACT OF LAND CONVEYED TO TEXAS MUNICIPAL LEAGUE INTERGOVERNMENTAL RISK POOL, IN A GENERAL WARRANTY DEED DATED JANUARY 5, 2026 AND RECORDED IN DOCUMENT NO. 2026001200 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

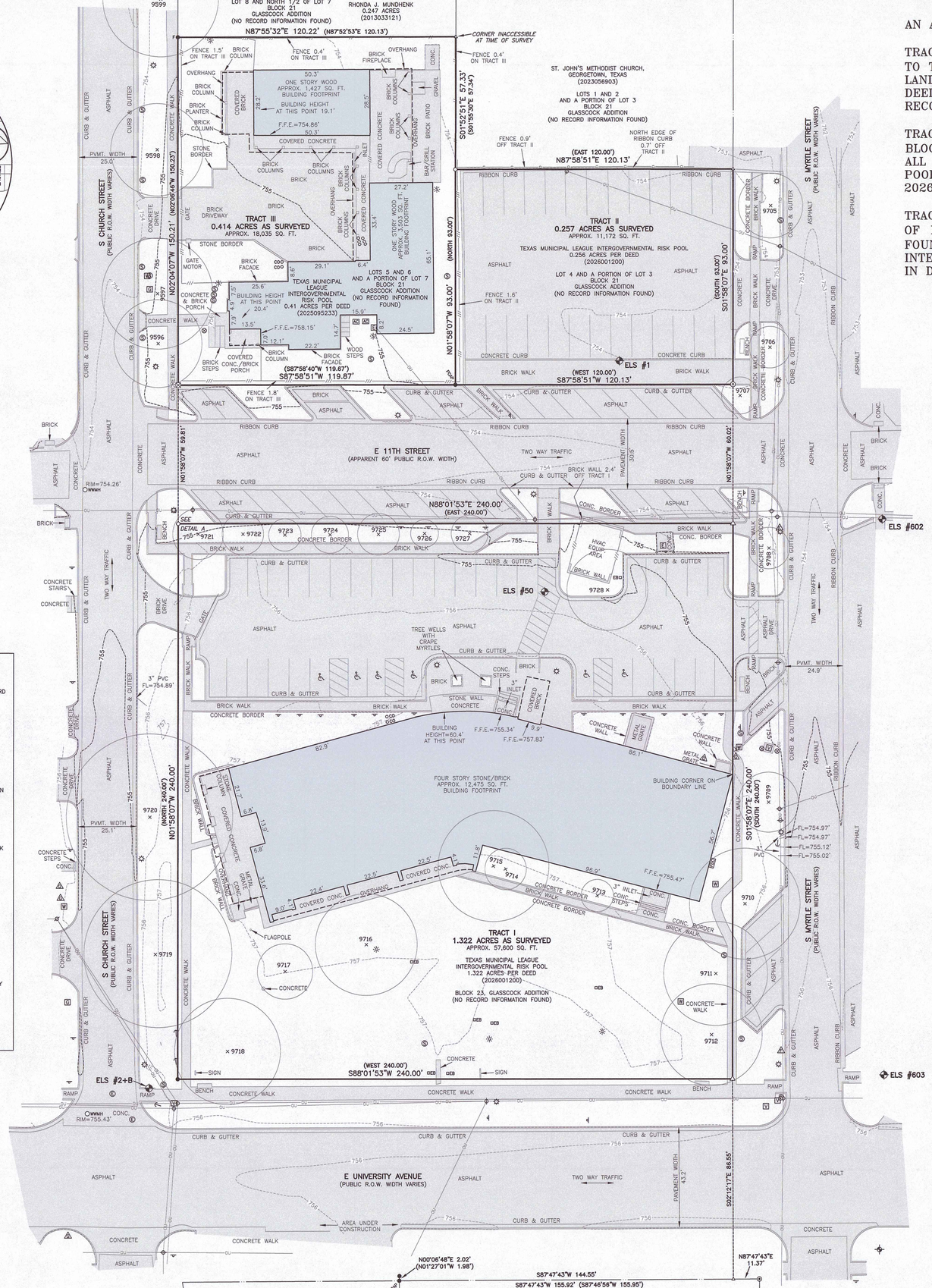
TRACT III: 0.414 ACRES (APPROXIMATELY 18,035 SQ. FT.), BEING ALL OF LOTS 5 AND 6, AND A PORTION OF LOT 7, BLOCK 21, GLASSCOCK ADDITION TO THE CITY OF GEORGETOWN (NO RECORD INFORMATION FOUND), BEING ALL OF A 0.41 ACRE TRACT OF LAND CONVEYED TO TEXAS MUNICIPAL LEAGUE INTERGOVERNMENTAL RISK POOL IN A GENERAL WARRANTY DEED DATED DECEMBER 2, 2025 AND RECORDED IN DOCUMENT NO. 2025095233 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

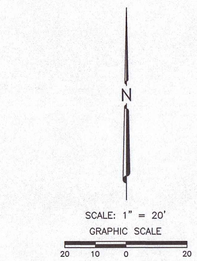


LOCATION MAP
NOT TO SCALE



DETAIL A
NOT TO SCALE





LEGEND

- ● 1/2" REBAR FOUND (OR AS NOTED)
- FP● 1/2" REBAR WITH "FOREST RPLS 1847" CAP FOUND
- PCAP● 1/2" REBAR WITH AN ILLEGIBLE CAP FOUND
- ○ 1/2" REBAR WITH "EARLY BOUNDARY" CAP SET
- ⊙ 1/2" IRON PIPE FOUND (OR AS NOTED)
- ◎ PUNCH/DRILL HOLE IN CONCRETE FOUND
- △ MAG NAIL WITH "EARLY BOUNDARY" WASHER SET
- ⊠ "X" IN CONCRETE FOUND
- ▵ CALCULATED POINT
- CONTROL POINT/BENCHMARK LOCATION
- WM WATER METER
- WV WATER VALVE
- FH FIRE HYDRANT
- FDC FIRE DEPARTMENT CONNECT
- SCV SPRINKLER CONTROL VALVE
- WS WATER SPIGOT
- PVC STUBOUT
- UP UTILITY POLE
- GUY WIRE
- BOLLARD
- E ELECTRIC UTILITY
- EMH ELECTRIC MANHOLE
- EPB ELECTRIC PULL BOX
- LP LIGHT POLE
- GROUND LIGHT
- FOM UNDERGROUND FIBER OPTIC MARKER
- G GAS METER
- GM UNDERGROUND GAS MARKER
- AC AC PAD
- CO CLEANOUT
- WWMH WASTEWATER MANHOLE
- HANDICAP PARKING
- SIGN
- V UTILITY VAULT
- —OU— OVERHEAD UTILITIES
- —o— CHAIN LINK FENCE
- —///— WROUGHT IRON FENCE
- —//— WOOD FENCE
- F.F.E. FINISHED FLOOR ELEVATION
- PVC POLYVINYL CHLORIDE PIPE
- ( ) RECORD INFORMATION

TREE INDEX

TAG NO. TYPE INDICATES MULTI TRUNK
(514) (LO) (17 14 11) (29,5)
INDIVIDUAL TRUNK DIA. (IN INCHES)
TOTAL (ROOT ZONE)

CRITICAL ROOT ZONES (TREE CIRCLES) ARE SHOWN USING THE COA FORMULA FOR SINGLE AND MULTI TRUNK TREES.

9596 PEC 19	9715 PALM 24
9597 PEC 24	9716 CE 22
9598 RO 20	9717 TOH 12 DEAD
9599 RO 25	9718 PEC 23
9705 LO 14	9719 LO 32 DEAD
9706 LO 9	9720 LO 36
9707 LO 8	9721 LO 11
9708 LO 9	9722 LO 9
9709 LO 13	9723 LO 7
9710 CE 33.5	9724 LO 8
9711 PEC 22.5	9725 LO 9
9712 PEC 22	9726 LO 6
9713 PINE 7	9727 LO 8
9714 PINE 6 6 (9)	9728 LO 8 8 6 5 (17.5)

CE = CEDAR ELM
CYP = CYPRESS
LO = LIVE OAK
PEC = PECAN
PINE = PINE
PALM = PALM
RO = RED OAK
TOH = TREE OF HEAVEN

TREES SHOWN AS LOCATED BY EARLY LAND SURVEYING, SIZES AND TYPES PROVIDED BY BARTLETT TREE EXPERTS (ARBORIST).

SOURCE BENCHMARK:

ELS #1: MAG NAIL WITH WASHER SET ALONG EDGE OF BRICK WALK NEAR THE PARKING LOT THAT IS NORTH OF EAST 11TH STREET. APPROX. 69' N.W. OF A LIGHT STANDARD THAT IS IN THE R.O.W. OF S MYRTLE STREET.

ELEVATION = 754.26'

STATE PLANE COORDINATES:
N 10204383.77
E 3132435.25

VERTICAL DATUM: NAVD 88 (GEOID 12B)

ADDITIONAL BENCHMARKS:

ELS #2+B: MAG NAIL WITH WASHER SET IN CONCRETE SIDEWALK AT THE NORTHEAST CORNER OF THE INTERSECTION OF E UNIVERSITY AVENUE AND S CHURCH STREET.

ELEVATION = 755.83'

STATE PLANE COORDINATES:
N 10204062.82
E 3132242.92

ELS #50: MAG NAIL WITH WASHER SET IN THE CROSSWALK THAT TRAVERSES THE ASPHALT PARKING LOT IN FRONT OF THE BUILDING.

ELEVATION = 755.47'

STATE PLANE COORDINATES:
N 10204283.02
E 3132406.41

ELS #602: "X" FOUND IN CONCRETE SIDEWALK AT THE SOUTHEAST CORNER OF THE INTERSECTION OF E 11TH STREET AND S MYRTLE STREET.

ELEVATION = 754.65'

STATE PLANE COORDINATES:
N 10204319.30
E 3132551.20

ELS #603: "X" FOUND IN CONCRETE SIDEWALK AT THE NORTHEAST CORNER OF THE INTERSECTION OF E UNIVERSITY AVENUE AND S MYRTLE STREET.

ELEVATION = 756.97'

STATE PLANE COORDINATES:
N 10204079.33
E 3132560.42

VERTICAL DATUM: NAVD 88 (GEOID 12B)

MANHOLE AND INLET NOTE:

THIS SURVEY SHOWS FIELD MEASURED SIZES AND DEPTHS AS OBSERVED FROM GROUND LEVEL OPENINGS. EXACT MEASUREMENTS AND DEPTHS, PARTICULARLY IN CRITICAL AREAS, SHOULD BE VERIFIED WITH UTILITY RECORD MAPS AND/OR FIELD VERIFICATION PRIOR TO FINAL PLANNING OR CONSTRUCTION.

TITLE COMMITMENT NOTE (TRACTS I & II):

COMMITMENT FOR TITLE INSURANCE PREPARED BY:

First American Title Guaranty Company

G.F. No.: 15374-2828066 Effective Date: 7/27/23 Issued: 8/3/23

The surveyor has relied upon the referenced Commitment for Title regarding easements, restrictions, and other matters affecting this property. No additional research was done for the purpose of this survey. Items listed are worded according to the commitment, followed by surveyor's notes and/or observations.

Schedule "B" items contained therein and re-listed below were considered:

There are no survey related matters listed in Schedule B to consider.

TITLE COMMITMENT NOTE: (TRACT III)

The Survey for Tract III was prepared without the benefit of a Commitment for Title, and may be subject to additional easements or restrictions not shown hereon. No additional easement research was done for the purpose of this survey.

FLOOD-PLAIN NOTE:

The tract shown hereon lies within Zone "X" (areas determined to be outside the 0.2% annual chance floodplain), as identified by the Federal Emergency Management Agency, National Flood Insurance Program, as shown on map no. 48491C0293F, dated December 20, 2019, for Williamson County, Texas and incorporated areas. If this site is not within an identified special flood hazard area, this flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. This flood statement shall not create liability on the part of the surveyor.

ALTA/NSPS SURVEY NOTES:

(Table A, Item 7b1)
Square footage of buildings, if shown, is based on the outside, ground floor footprint. Unless noted otherwise, the surveyor has not accessed the inside of the building for measurement purposes.

GENERAL SURVEY NOTES:

PROPERTY ADDRESS:

TRACT I: 205 E University Avenue, Georgetown, TX 78626
TRACT II: 1014 S Myrtle St, Georgetown, TX 78626
TRACT III: 1009 S Church Street, Georgetown, TX 78626

ATTACHMENTS: None

UNABLE TO SAFELY OPEN MANHOLES DUE TO VOLUME OF TRAFFIC

BEARING BASIS:

THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE, UTILIZING THE SMARTNET NORTH AMERICA NETWORK.

SURVEYOR'S CERTIFICATE:

CERTIFIED TO:

- CPM Texas
- Texas Municipal League Intergovernmental Risk Pool
- First American Title Insurance Company
- First American Title Guaranty Company

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1-4, 7a, 7b1, 7c, 8, 9 and 14 of Table A thereof.

- The field work for Tracts I and II was completed on September 9, 2025.
- Updated in the office to add TRACT II on September 30, 2025.
- Updated in the office to reconcile trees with arborist determinations on December 3, 2025.
- The field work for Tract III was completed on March 3, 2026.

3/4/26

Joe Ben Early, Jr. Date
Registered Professional Land Surveyor
State of Texas No. 6016
joby@earlysurveying.com

STATE OF TEXAS REGISTERED JOE BEN EARLY, JR. 6016 PROFESSIONAL LAND SURVEYOR

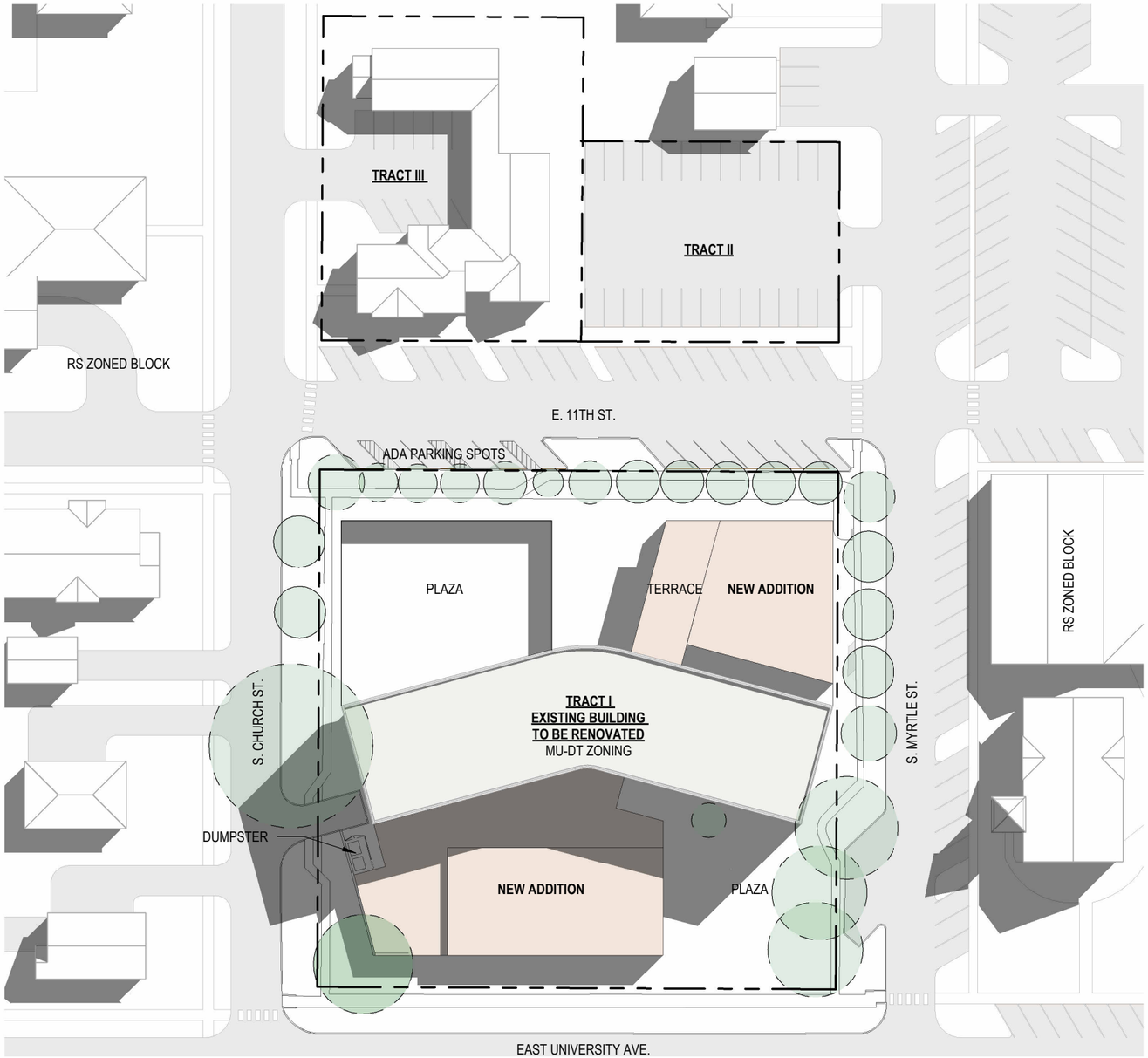
Joe Ben Early, Jr.
R.P.L.S. No. 6016

EARLY LAND SURVEYING
A LIMITED LIABILITY COMPANY
P.O. BOX 92588
AUSTIN, TX 78709
512-202-8631
TBPELS FIRM NO. 10194487

PROJECT NO.: 1253-001
DRAWING NO.: 1253-001-BASE
PLOT DATE: 3/4/26
PLOT SCALE: 1" = 20'
DRAWN BY: SAN-MAW-JBE
SHEET 01 OF 01

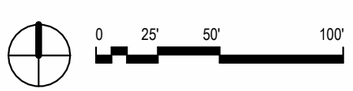
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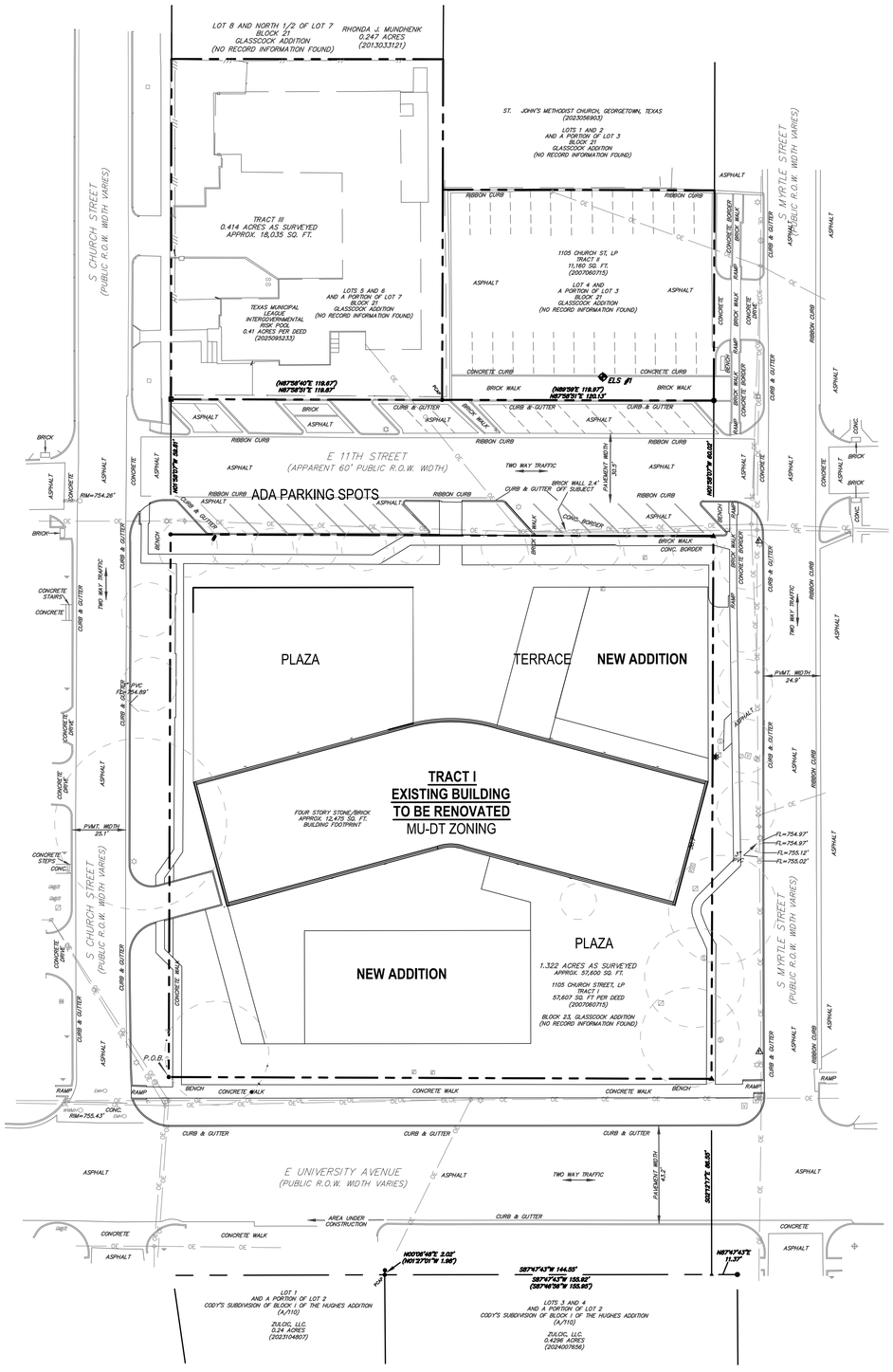
EXHIBIT D - CONCEPT SITE PLAN

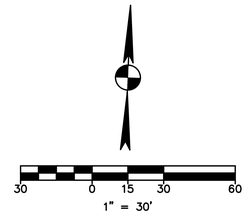


Project Description:
Renovation of a 4 story building including the renovation of an existing basement level and removal of level 5. Renovation will include two additions, an assembly space on the south and an amenity space on the north side of the existing building.

Note:
Subject to alterations due to the COG requirement.
The final concept will defer to HARC action.
This Concept Site Plan does not include tree preservation or landscaping. 1.11 8.02 8.04 8.06







NO.	DATE	REVISION

garza EMC
7708 Rialto Blvd., Suite 125
Austin, Texas 78735
Tel: (512) 298-2284 Fax (512) 298-2592
TBPE #F-14658 TBPLS #10194462
Garza EMC, LLC © Copyright 2026

EXHIBIT E

TEXAS MUNICIPAL CENTER
205 E UNIVERSITY AVE.

TEXAS MUNICIPAL LEAGUE

DRAWN BY:
DESIGNED BY:
QA / QC:
PROJECT NO.: 114159-00001

SHEET
EXH
OF

811 Know what's below. Call before you dig.

THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. HE AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

V:\114159-00001\Civil\00-CAD\EXHIBITS\0208-02-11 Transportation Exhibit.dwg modified by mhyde on Mar 11, 26 3:37 PM

NOTE: The landscape plan final approval is subject to review for compliance of the UDC via an SDP for approval by the City" 1.11 8.02, 8.04, 8.05, & 8.06

LEGEND:	
	PLANTING AND GROUND COVER
	SOLID SOD
	PEDESTRIAN RATED CONCRETE
	BRICK PAVER
	DECOMPOSED GRANITE
	GRAVEL
	CMU WALL WITH STONE VENEER
	BRICK WALL
	LIMESTONE BLOCK
	BIKE RACK
	BENCH
	LITTER AND RECYCLING

LEGEND:	
	CHINKAPIN OAK Quercus muehlenbergii
	MEXICAN SYCAMORE Platanus mexicana
	LACEBARK ELM Ulmus parvifolia
	MONTEREY OAK Quercus polymorpha

ADJACENT RESIDENTIAL PROPERTY

ADJACENT RESIDENTIAL PROPERTY

PROPERTY LINE

TRACT 3

TRACT 2

TOTAL PARKING STALL: 24

EXISTING CURB TO REMAIN

PROPERTY LINE

PROPOSED LANDSCAPE BUFFER

6' WALK

PROPOSED SHADE TREE

PROPOSED LANDSCAPE BUFFER

PROPOSED SOD

PROPOSED LANDSCAPE BUFFER

6' WALK

PROPERTY LINE

S CHURCH STREET
(PUBLIC R.O.W. WIDTH VARIES)

S MYRTLE STREET
(PUBLIC R.O.W. WIDTH VARIES)

E 11TH STREET
(PUBLIC R.O.W. WIDTH VARIES)

PROPERTY LINE

6' WALK

PROPOSED SHRUB BED

6' WALK

NORTH SUNKEN GARDEN

PROPOSED SHRUB BED

PROPOSED SOD

6' WALK

TRACT 1

PROPOSED SOD

SOUTH GARDEN

10' BASE ZONING BUFFER YARD

6' WALK

PROPERTY LINE

10' WALK

6' WALK

E UNIVERSITY AVENUE
(PUBLIC R.O.W. WIDTH VARIES)

ADJACENT RESIDENTIAL PROPERTY

ADJACENT RESIDENTIAL PROPERTY

TEXAS MUNICIPAL CENTER

205 E University Avenue

EXHIBIT F

CONCEPTUAL LANDSCAPE PLAN

SCALE: 1"=20'

Texas Municipal Center Planned Unit Development 2025-2-PUD

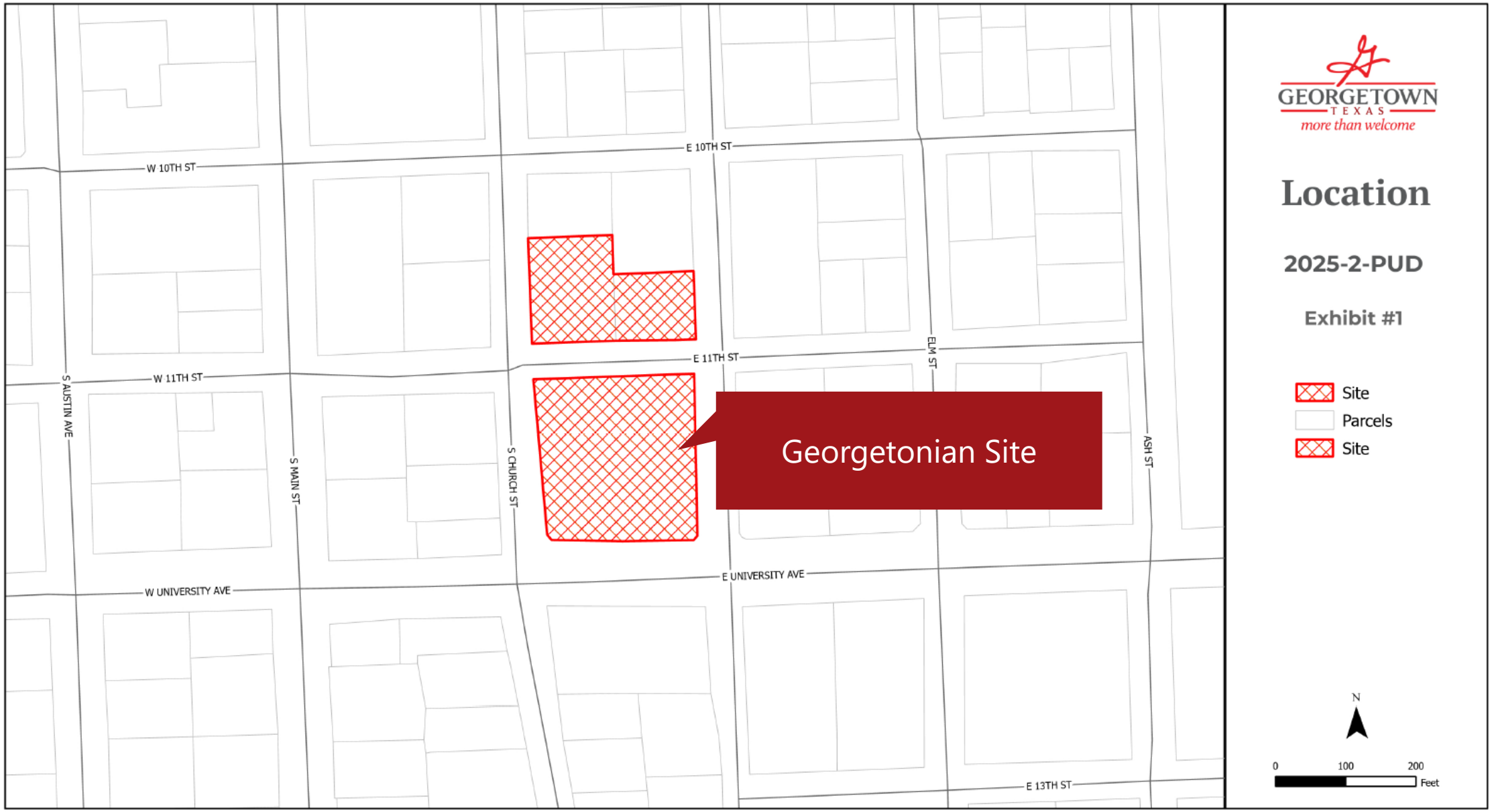
City Council

August 25, 2026

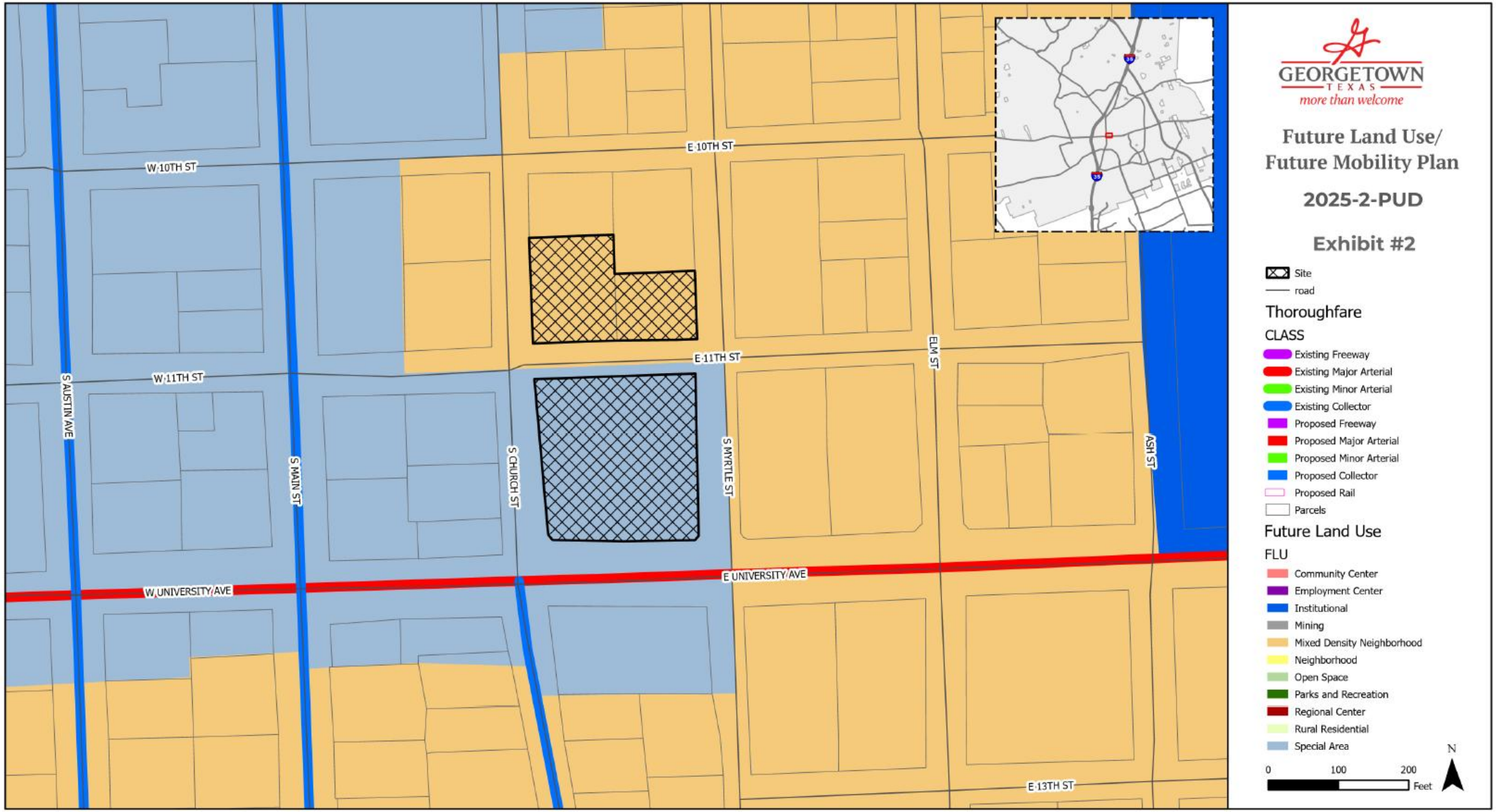
Item Under Consideration

2025-2-PUD

- Public Hearing and First Reading of an Ordinance on a request for a Zoning Map Amendment to rezone 1.322 acres of Block 23, Glasscock Addition, from the Mixed-Use Downtown (MU-DT) zoning district, 0.257 acres of Lot 4, Lot 3 (SP), Block 21, and 0.414 acres of Lots 5-6, Lot 7 (SP), Block 21 of Glasscock Addition, from the Residential Single-Family (RS) zoning district to the Planned Unit Development (PUD) zoning district with a base zoning district of Mixed-Use Downtown (MU-DT), for the properties generally located at 205 E. University Avenue, 1014 Myrtle Street, and 1009 Church Street (2025-2-PUD). -- Allyson Iiams, Assistant Planning Director


E 10TH ST
W 10TH ST
E 11TH ST
W 11TH ST
S AUSTIN AVE
S MAIN ST
S CHURCH ST
ELM ST
ASH ST
E UNIVERSITY AVE
W UNIVERSITY AVE
E 13TH ST
Georgetonian Site
GEORGETOWN
TEXAS
more than welcome
Location
2025-2-PUD
Exhibit #1
Site
Parcels
Site
N
0
100
200
Feet


GEORGETOWN
TEXAS
more than welcome
Aerial
2025-2-PUD
Site
road
St. John's
Methodist Church
E 10TH ST
W 10TH ST
ELM ST
E 11TH ST
W 11TH ST
S AUSTIN AVE
S MAIN ST
S MYRTLE ST
W UNIVERSITY AVE
E UNIVERSITY AVE
S CHURCH ST
ASH ST
E 13TH ST
N
0
100
200
Feet


GEORGETOWN
TEXAS
more than welcome
Future Land Use/
Future Mobility Plan
2025-2-PUD
Exhibit #2
Site
road
Thoroughfare
CLASS
Existing Freeway
Existing Major Arterial
Existing Minor Arterial
Existing Collector
Proposed Freeway
Proposed Major Arterial
Proposed Minor Arterial
Proposed Collector
Proposed Rail
Parcels
Future Land Use
FLU
Community Center
Employment Center
Institutional
Mining
Mixed Density Neighborhood
Neighborhood
Open Space
Parks and Recreation
Regional Center
Rural Residential
Special Area
N
0
100
200
Feet
W 10TH ST
E 10TH ST
W 11TH ST
E 11TH ST
S AUSTIN AVE
S MAIN ST
S CHURCH ST
S MYRTLE ST
ELM ST
ASH ST
W UNIVERSITY AVE
E UNIVERSITY AVE
E 13TH ST

Special Area (SA)

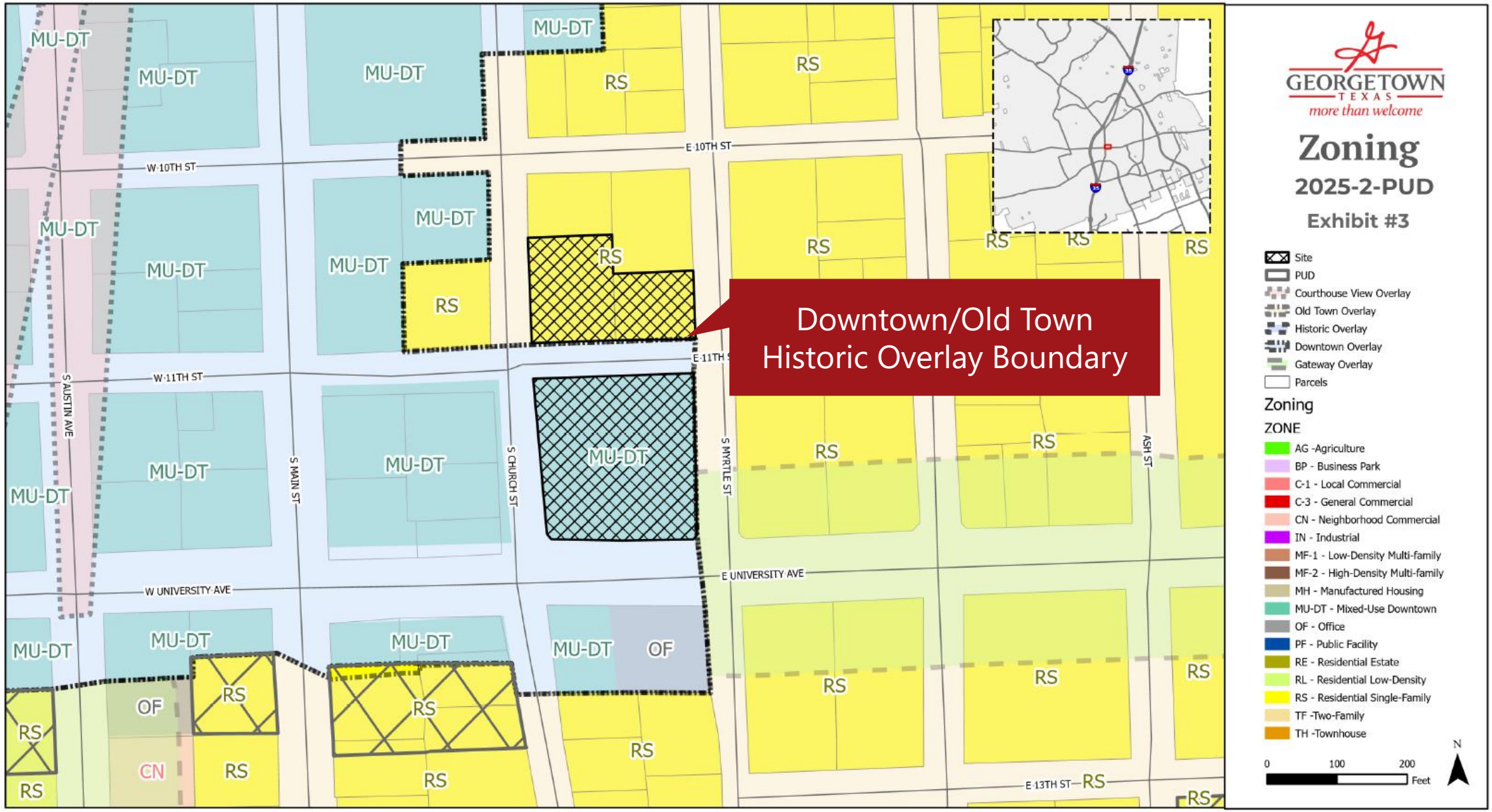
- Unique Destinations that emphasize retail, office, and entertainment uses
- Emphasis on building design, landscaping, public spaces
- Pedestrian oriented places that often include shopping streets, shared parking, and strong links to surrounding areas

- **DUA:** ⩾ 14 units or greater
- **Target Ratio:** Development Specific
- **Primary Use:** Mixed-use (high-density residential and retail)
- **Secondary Uses:** Medium-density residential, office, commercial, recreational, and civic uses

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


Downtown/Old Town
Historic Overlay Boundary
GEORGETOWN
TEXAS
more than welcome
Zoning
2025-2-PUD
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
0
100
200
Feet
N
E 10TH ST
W 10TH ST
W 11TH ST
E 11TH ST
W UNIVERSITY AVE
E UNIVERSITY AVE
E 13TH ST
S AUSTIN AVE
S MAIN ST
S CHURCH ST
S MYRTLE ST
ASH ST

Current - Residential Single-Family (RS)

- Medium density
- Primarily single-family neighborhoods
- May be located in proximity of neighborhood-friendly commercial
- Protected from incompatible uses

Dimensional Standards

- Min. lot size = 5,500 sq. ft.
- Min. lot width = 45’
- Max building height = 35’
- Front setback = 20’
- Side setback = 6’
- Rear setback = 10’
- Side/rear street setback = 15’
- Street facing garage setback = 25’

Mixed Use Downtown (MU-DT)

- Mix of land uses, including general commercial and retail
- Also includes single-family and multi-family in the downtown area
- Smaller in scale and scope
- Only appropriate in the traditional downtown area
- Shall meet design requirements of the Downtown Overlay District and Design Guidelines

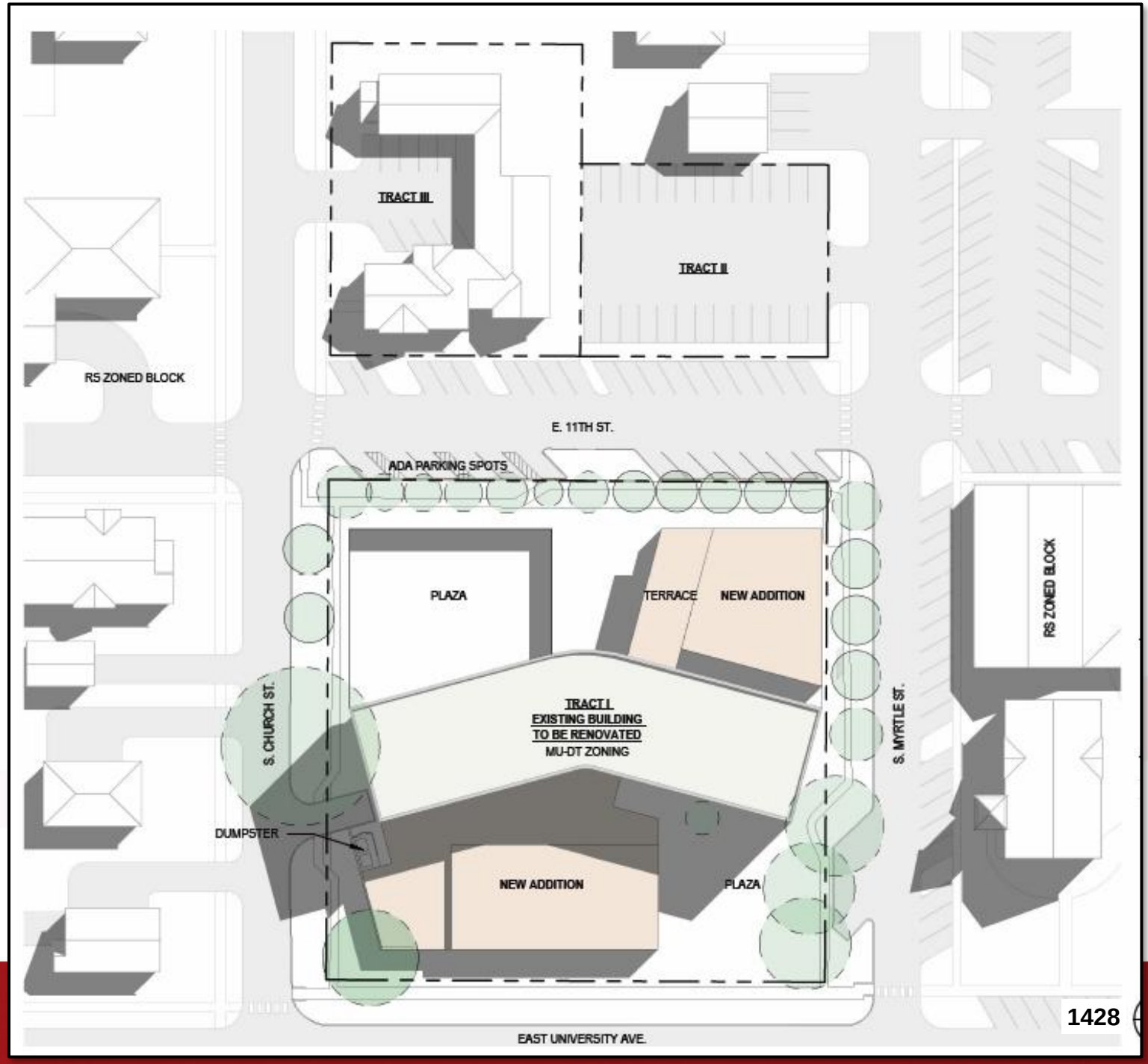
Dimensional Standards

- Max building height = 40’
- Setbacks = 0’
- 90% impervious cover
- 10’ landscape buffer to residential zoning

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

Concept Site Plan



Deviations from UDC Standards

UDC Standard	Proposed PUD Standard
UDC Sec. 5.4.020.K. Maximum Office Space	Square footage not to exceed 95,000
UDC Sec. 4.09.090 Open Space	Minimum open space of 6,000 sq ft
UDC Sec. 7.03.050.C. Horizontal & Vertical Articulation	Increase of horizontal articulation requirement to 120' Increase in vertical articulation requirement to 4 times the building height
UDC Sec. 7.03.040 – Roof Style & Treatment	2:12 Pitch Roof, Parapets less than 2' above roof line
UDC Sec. 9.02.010 Parking Requirements	Maximum parking requirement of 200 spaces ADA provided in ROW

Approval Criteria – UDC Section 3.06.030

Criteria for Rezoning	Complies	Partially Complies	Does Not Comply
The application is complete and the information contained within the application is sufficient and correct enough to allow adequate review and final action;	X		
The zoning change is consistent with the Comprehensive Plan;	X		
The zoning change promotes the health, safety or general welfare of the City and the safe orderly, and healthful development of the City;	X		

Approval Criteria – UDC Section 3.06.030

Criteria for Rezoning	Complies	Partially Complies	Does Not Comply
The zoning change is compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood; and	X		
The property to be rezoned is suitable for uses permitted by the district that would be applied by the proposed amendment.	X		

Approval Criteria – UDC Section 3.06.040

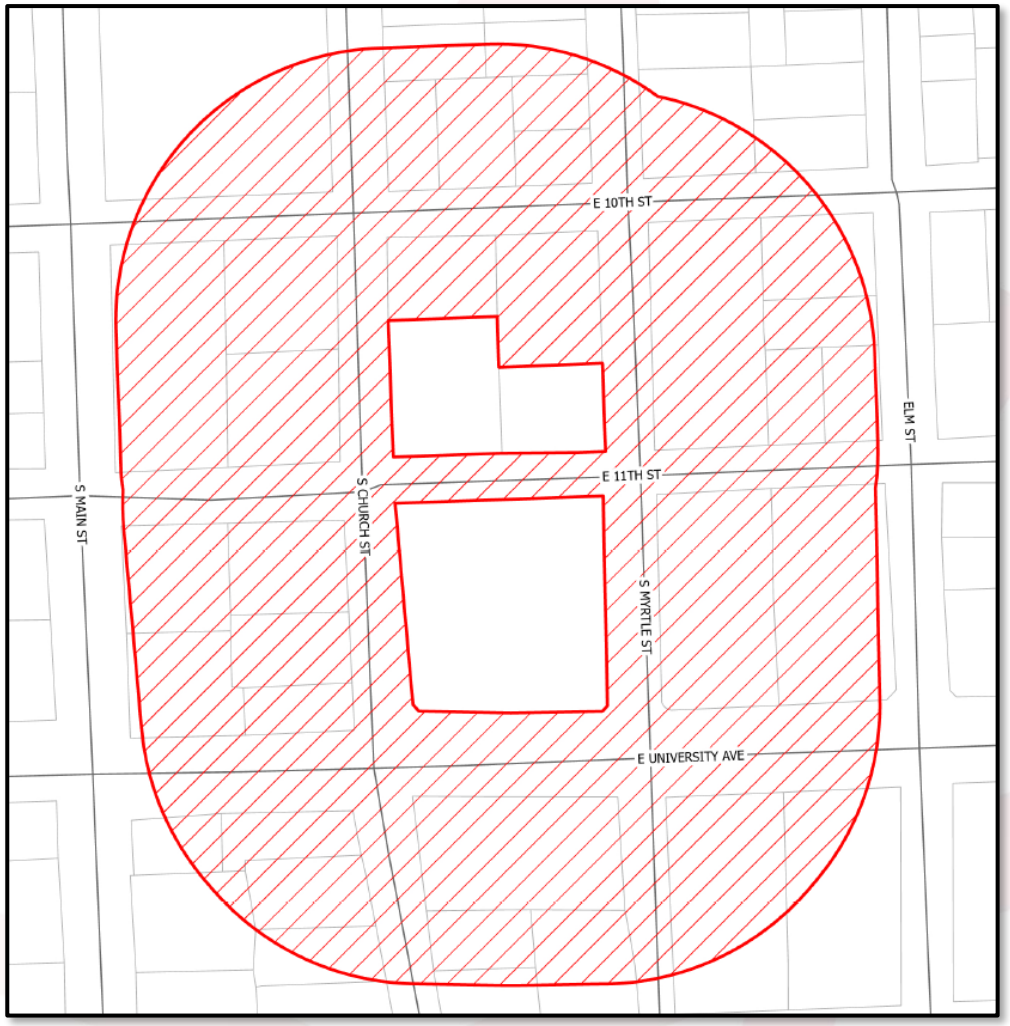
Criteria for PUDs	Complies	Partially Complies	Does Not Comply
A variety of housing types, employment opportunities, or commercial services to achieve a balanced community.	X		
An orderly and creative arrangement of all land uses with respect to each other and to the entire community.	X		
A planned and 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		

Public Notifications

- 82 property owners within the 300' buffer
- Notice in Sun News on July 5, 2026
- 8 Signs posted on the property
- To date, staff has received:
  - 0 written comments IN FAVOR
  - 0 written comments OPPOSED



Planning & Zoning Commission Action

- At their July 21, 2026 meeting, the Planning & Zoning Commission recommended **APPROVAL** of the request (7-0).

Summary

- Public Hearing and possible action on a request for a Zoning Map Amendment to rezone 1.322 acres of Block 23, Glasscock Addition, from the Mixed-Use Downtown (MU-DT) zoning district, 0.257 acres of Lot 4, Lot 3 (SP), Block 21, and 0.414 acres of Lots 5-6, Lot 7 (SP), Block 21 of Glasscock Addition, from the Residential Single-Family (RS) zoning district to the Planned Unit Development (PUD) zoning district with a base zoning district of Mixed-Use Downtown (MU-DT), for the properties generally located at 205 E. University Avenue, 1014 Myrtle Street, and 1009 Church Street (2025-2-PUD

- Per UDC Section 3.06.020.E, the Planning and Zoning Commission shall hold a Public Hearing… and make a recommendation to the City Council

First Reading of an Ordinance

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, AMENDING PART OF THE OFFICIAL ZONING MAP TO REZONE 1.322 ACRES OF BLOCK 23, GLASSCOCK ADDITION, 0.257 ACRES OF LOT 4, LOT 3 (SP), BLOCK 21 GLASSCOCK ADDITION, AND 0.414 ACRES OF LOTS 5-6, LOT 7 (SP), BLOCK 21 OF GLASSCOCK ADDITION, GENERALLY LOCATED AT 205 EAST UNIVERSITY AVENUE, 1014 MYRTLE STREET, AND 1009 CHURCH STREET FROM THE MIXED-USE DOWNTOWN (MU-DT), AND RESIDENTIAL SINGLE-FAMILY (RS) ZONING DISTRICTS TO THE PLANNED UNIT DEVELOPMENT (PUD) ZONING DISTRICT WITH A BASE ZONING OF MIXED-USE DOWNTOWN (MU-DT); REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

Planning Department Staff Report

Report Date: July 15, 2026
Case Number: 2025-2-PUD
Case Manager: Allyson Iiams, Preservation & Redevelopment Program Manager

AGENDA ITEM DESCRIPTION

Public Hearing and possible action on a request for a Zoning Map Amendment to rezone 1.322 acres of Block 23, Glasscock Addition, from the Mixed-Use Downtown (MU-DT) zoning district, 0.257 acres of Lot 4, Lot 3 (SP), Block 21, and 0.414 acres of Lots 5-6, Lot 7 (SP), Block 21 of Glasscock Addition, from the Residential Single-Family (RS) zoning district to the Planned Unit Development (PUD) zoning district with a base zoning district of Mixed-Use Downtown (MU-DT), for the properties generally located at 205 E. University Avenue, 1014 Myrtle Street, and 1009 Church Street (2025-2-PUD) -- Allyson Iiams, Preservation & Redevelopment Program Manager

AGENDA ITEM DETAILS

Project Name:	Texas Municipal Center Planned Unit Development
Applicant:	Jackson Walker LLP, c/o Pamela Madere
Property Owner:	Texas Municipal League Intergovernmental Risk Pool, c/o Jeffrey Snyder
Property Address:	205 E. University Street, 1014 Myrtle Street, and 1009 Church Street
Legal Description:	1.322 acres of Block 23, Glasscock Addition, 0.257 acres of Lot 4, Lot 3 (SP), Block 21, and 0.414 acres of Lots 5-6, Lot 7 (SP), Block 21 of Glasscock Addition
Current Zoning:	Mixed-Use Downtown (MU-DT), and Residential Single-Family (RS)
Case History:	This is the second public hearing for this request. The request was considered by the Planning and Zoning Commission, in their meeting on July 21, 2026, with a recommendation of approval (7-0).

APPLICANT'S REQUEST

The applicant is requesting a Planned Unit Development with a base zoning of Mixed-Use Downtown (MU-DT) to allow them to establish the site as the headquarters and corporate offices for the TMLIRP.

RECOMMENDATION

Staff recommend approval of the request.

PROPERTY CONTEXT

Neighborhood Character:

The subject property is located within the Downtown Overlay District and the Old Town Neighborhood Overlay District. The site contains the existing Georgetonian building, which is zoned Mixed-Use Downtown (MU-DT), and two Residential Single-Family (RS) lots. The surrounding area consists of residential uses to the north and east, including St. John's Methodist Church and a four-plex adjacent to

a commercial parking lot. To the south and west, the area transitions to additional MU-DT properties with a mix of office, commercial, salon, and residential uses.

Zoning Trends:
Rezoning activity in the surrounding area has been limited. The adjacent property located to the northwest of the subject site was rezoned to MU-DT in 2021. In addition, two properties further north of the site, near the intersection of 3rd and Church Streets, received MU-DT zoning in 2025 and 2026.

Present Property Description:
The project area consists of three separate properties. The southernmost parcel is improved with the historic Georgetonian building, which was previously utilized as office space, with parking located north of the structure. The northeastern parcel is developed as a surface parking lot. The northwestern parcel is improved with a historic residential structure.

STAFF ANALYSIS

Technical Review:
The southern parcel of the subject property has a Future Land Use designation of Special Area, which is intended to integrate a variety of complementary uses with an emphasis on retail, office, and entertainment activities. The two northern parcels are designated Mixed-Density Neighborhood (MDN), which is intended to accommodate medium-density residential development, neighborhood-serving commercial uses, and civic uses.

The proposed rezoning is consistent with the Future Land Use Map. The southern parcel supports the intent of the Special Area designation, while the two northern parcels will accommodate small non-residential uses, including office space and associated parking, consistent with the MDN designation.

The proposed rezoning request was reviewed by all applicable City departments to evaluate the appropriateness of the requested zoning. No comments or concerns were identified.

Staff reviewed the proposed rezoning request and found it complies with the criteria established in UDC Section 3.06.030 for a Zoning Map Amendment and Section 3.06.040 for a Planned Unit Development, as outlined in Exhibit 6.

PUBLIC NOTIFICATION

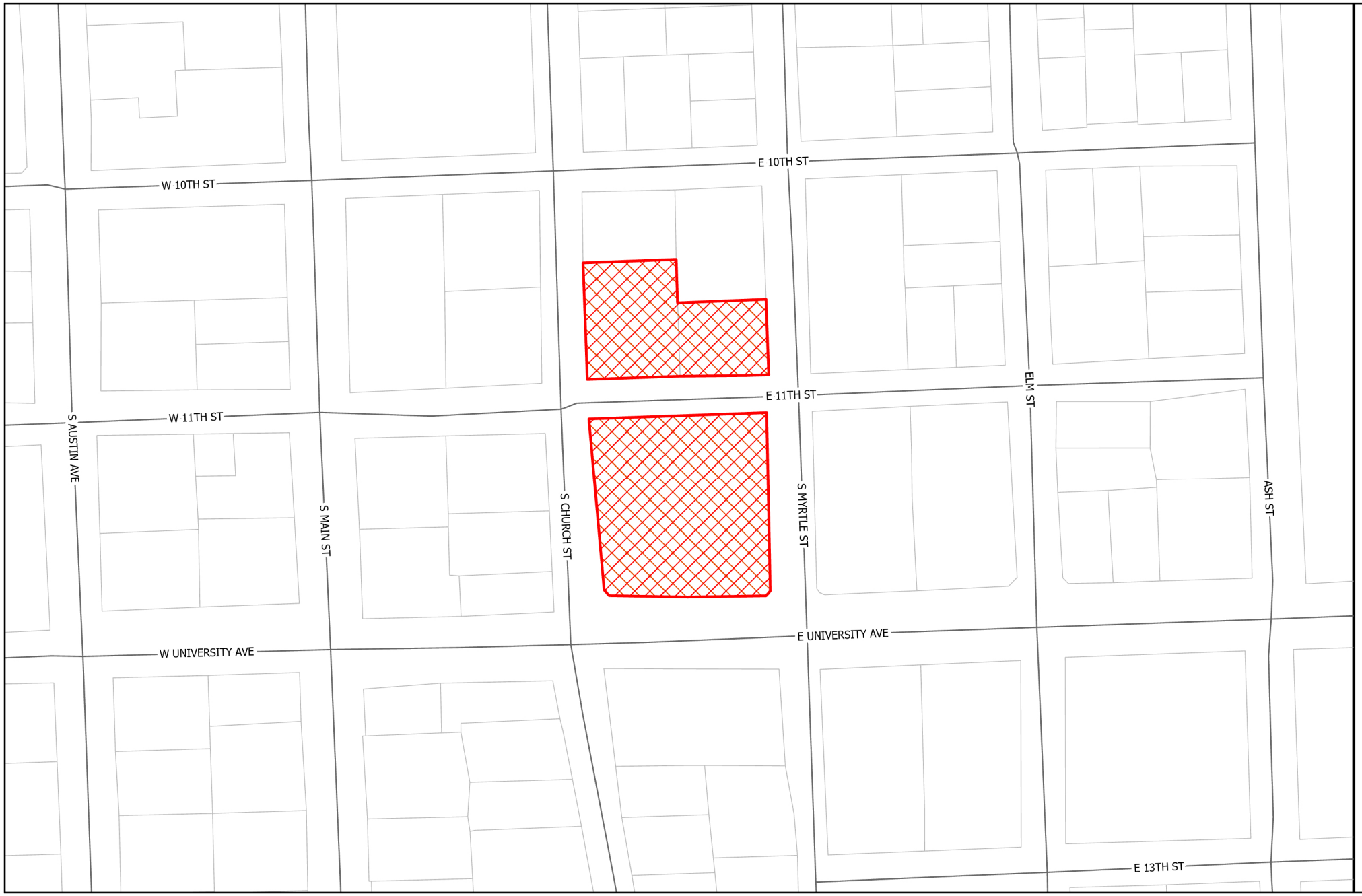
As required by the Unified Development Code, all property owners within a 300-foot radius of the subject property were notified of the zoning request (82 notices), a legal notice advertising the public hearing was placed in the Sun Newspaper (July 5, 2026) and 8 signs were posted on-site. To date, staff has received 0 written comment in favor, and 0 in opposition to the request.

ATTACHMENTS

Exhibit 1 – Location Map
Exhibit 2 – Future Land Use Map
Exhibit 3 – Zoning Map
Exhibit 4 – Planned Unit Development Proposal
Exhibit 5 – Letter of Intent
Exhibit 6 – Criteria Analysis

SUBMITTED BY

Allyson Iiams, Assistant Planning Director



GEORGETOWN
TEXAS
more than welcome

Location

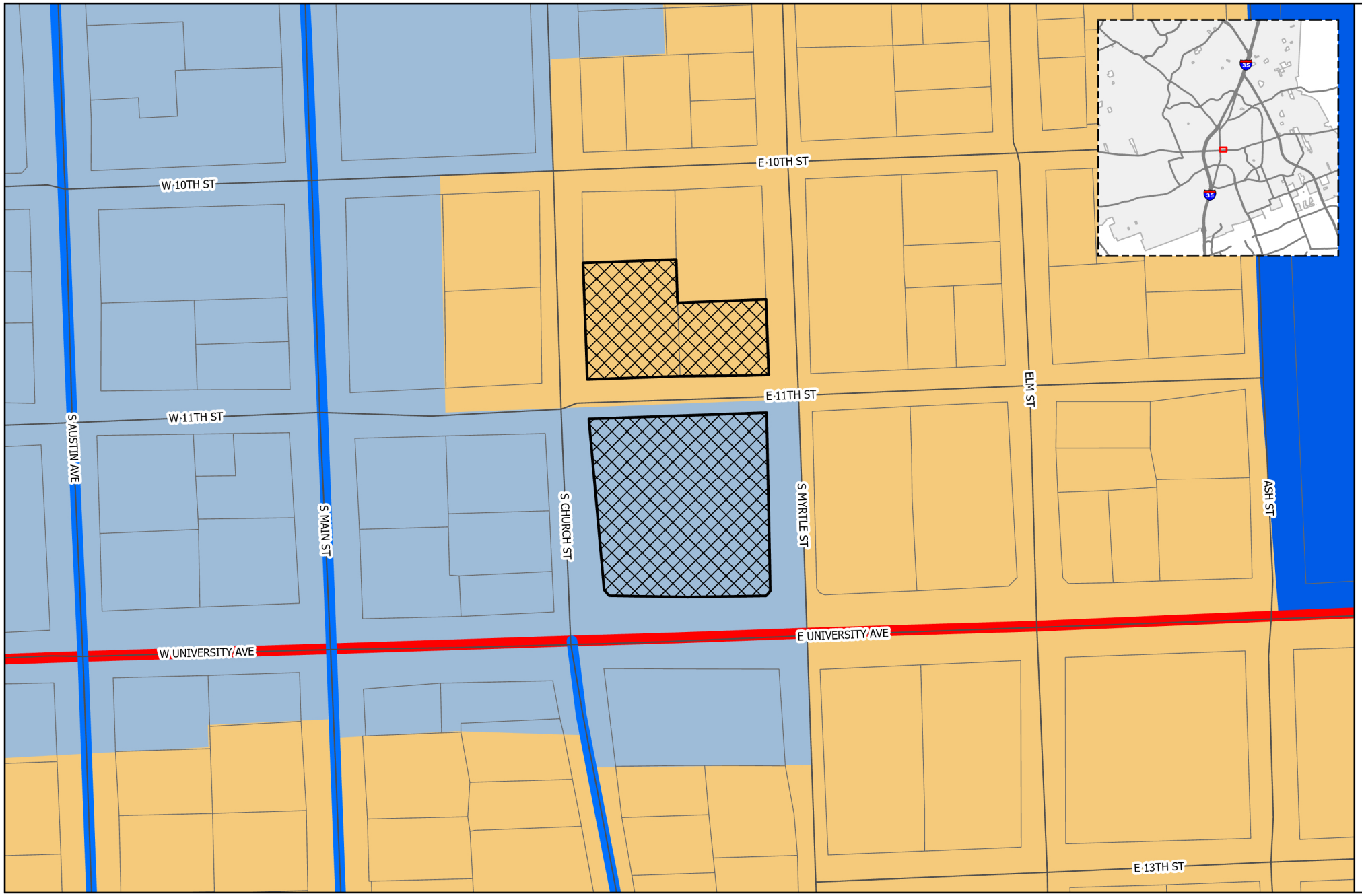
2025-2-PUD

Exhibit #1

Site
Parcels
Site

N

0 100 200
Feet



GEORGETOWN TEXAS
more than welcome

Future Land Use/ Future Mobility Plan

2025-2-PUD

Exhibit #2

- Site
- road

Thoroughfare

CLASS

- Existing Freeway
- Existing Major Arterial
- Existing Minor Arterial
- Existing Collector
- Proposed Freeway
- Proposed Major Arterial
- Proposed Minor Arterial
- Proposed Collector
- Proposed Rail
- Parcels

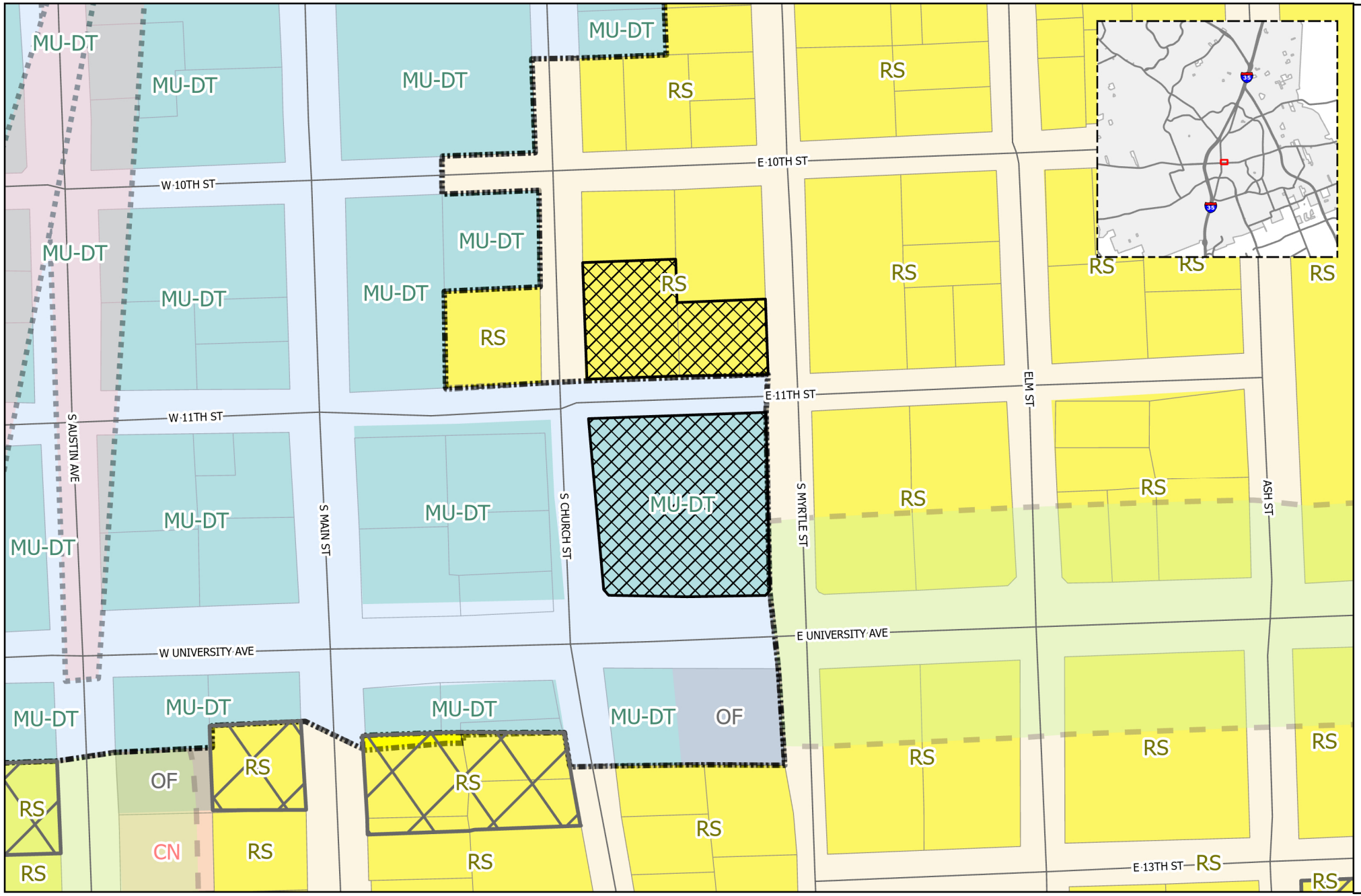
Future Land Use

FLU

- Community Center
- Employment Center
- Institutional
- Mining
- Mixed Density Neighborhood
- Neighborhood
- Open Space
- Parks and Recreation
- Regional Center
- Rural Residential
- Special Area

N

0 100 200 Feet



GEORGETOWN
TEXAS
more than welcome

Zoning

2025-2-PUD

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

N

0 100 200 Feet

EXHIBIT A
TEXAS MUNICIPAL CENTER
PLANNED UNIT DEVELOPMENT (PUD)
DEVELOPMENT PLAN
JULY 1, 2026

A. PROPERTY - LEGAL DESCRIPTION

Tract I: A tract or parcel containing 1.322 acres or approximately 57,600 square feet of land being all of Block 23, Glasscock Addition in the City of Georgetown conveyed to Texas Municipal League Intergovernmental Risk Pool in a general warranty deed dated January 5, 2026 and recorded in Document No. 2026001200 of the Official Public Records of Williamson County, Texas; Tract II: A tract or parcel containing 0.257 acres or approximately 11,172 square feet of land, being all of Lot 4 and a portion of Lot 3, Block 21, of the Glasscock Addition to the City of Georgetown conveyed to Texas Municipal League Intergovernmental Risk Pool in a general warranty deed dated January 5, 2026 and recorded in Document No. 2026001200 of the Official Public Records of Williamson County, Texas; and Tract III: A tract or parcel containing 0.414 acres or approximately 18,035 square feet of land being all of Lots 5 and 6, and a portion of Lot 7, Block 21, Glasscock Addition conveyed to Texas Municipal League Intergovernmental Risk Pool in a general warranty deed dated December 2, 2025 and recorded in Document No. 2025095233 of the Official Public Records of Williamson County (collectively approximately 1.993 acres, the "Property"), as reflected in **Exhibit "B"**.

B. PURPOSE

The proposed Texas Municipal Center ("TMC") development is submitted as a Planned Unit Development ("PUD"), with a base zoning district of Mixed-Use Downtown zoning ("MU-DT").

This PUD serves to augment and/or modify the standards for development outlined in the City's Unified Development Code ("UDC") in order to implement the vision for the Property and insure a cohesive, quality development not otherwise anticipated by the underlying base zoning district. In accordance with UDC this Development Plan, titled **Exhibit "A"**, is a summary of the development and design standards for the Property.

The PUD is intended to create a set of development standards for TMC consisting of three (3) existing buildings and an existing parking lot. Two (2) proposed building additions totaling a maximum of 95,000 gross square feet will be added to Tract I. The intended occupancy of these buildings will include, but is not limited to, professional and business offices, general office, and other related uses permitted within the MU-DT base zoning district.

C. APPLICABILITY AND BASE ZONING

In accordance with City of Georgetown ("City") UDC all development of the Property shall conform to the MU-DT base zoning district. Except for those requirements specifically deviated by this Development Plan, all development standards established in the most current version of the UDC at the time of development shall be applicable, including amendments or ordinances adopted after the date of this PUD. In the event that this Development Plan does not address a specific item, the UDC and any other applicable Ordinances 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. CONCEPT PLAN

A Concept Plan is attached as **Exhibit "D"** to illustrate the building footprints, building information and design intent for the Property.

E. LAND USES

The TMC PUD is intended to establish the Property as the general headquarters and corporate office for the Texas Municipal League Intergovernmental Risk Pool ("TMLIRP"). The TMC PUD permitted uses with no limitations or Special Use Permit requirements include the following uses: (i) General Office, (ii) Integrated Office Center (iii) Office, Professional and Business, (iv) Event Facility as an accessory use to the Primary Use, and as a Primary Use, and (v) Personal Services. Uses that are not specified as permitted uses with no limitations or Special Use Permit requirements will be subject to the UDC MU-DT zoning district allowed uses. Prohibited uses are those listed in the UDC under the MU-DT zoning district.

F. DESIGN STANDARDS

1. PURPOSE

In order to provide attention in design and human scale and to minimize the appearance of large walls and structures, articulation techniques, and architectural features shall be incorporated into the building design.

2. OFFICE AREA

The total building square footage on Tract I shall not exceed 95,000.

3. OPEN SPACE

a. Additions are located on site in portions of Property where they are least likely to impact adjacent existing historic structures. The northwest corner of the Property is adjacent to historic homes and will be utilized as outdoor open space. The southeast corner adjacent to St. John's Methodist Church will also remain as open space. Both additions help to transition a large, noncompatible structure to be more compatible with the surrounding area and Old Town Character.

b. The minimum square footage of open space within the PUD will be 6,000 square feet, which will be privately maintained.

4. BUILDING ARTICULATION -HORIZONTAL (FOOTPRINT) and Vertical ARTICULATION (ELEVATION)

a. The UDC and the Historic District Design Guidelines indicate specific building

Articulation and Architectural Features for horizontal and vertical offsets. The existing building and proposed additions will not comply with vertical and horizontal articulation requirements.

b. Horizontal Articulation (Footprint).

Where the length of the wall is less than 120 feet, articulation is not required.

c. Vertical Articulation (Elevation).

No building wall shall extend laterally for a distance greater than four times the building's average height without a change in vertical elevation of at least twenty-five percent (25%) of such height.

5. BUILDING ELEMENTS

a. Roof styles for the new additions will be less than 2-to-12 pitch to be more compatible with the existing building.

b. Roof treatments for the new additions will include parapets that are less than two feet above the roof line to be more compatible with the existing building.

G. PARKING

Parking on the Property shall be in conformance with Chapter 9 of the UDC except as otherwise stated in this Development Plan.

1. Off-street parking is not required when a shared parking agreement is provided. The City of Georgetown parking garage located at East 9th Street and South Main Street will be utilized for off-street parking. The maximum required parking will be 200 spaces.

2. ADA parking will be provided in the R.O.W. along the north side of the Property on 11th Street via an accessible route subject to approval by the City. Loading and trash collection is also proposed to be located in the R.O.W. (area to be determined).

H. VEHICULAR ACCESS AND CIRCULATION

1. The site is bounded by three Local Downtown Streets to the west, north, and east: S Church Street, East 11th street, and south Myrtle Street. The site is bounded by SH 29 to the south. There are no roadway modifications planned for this project.

2. **Exhibit "E"** reflects the existing roadway network and City roadway standards.

I. TREE SURVEY

A tree survey of the Property is reflected in **Exhibit "C"**. The PUD will be subject to the Tree Ordinance 2025-54 or any modifications to the Tree Ordinance at the time of site development plan approval.

J. LANDSCAPE REQUIREMENTS

The landscape plan will comply with the requirements of the UDC as shown on **Exhibit "F"**, Concept Landscape Plan with the following exceptions:

1. The sidewalks under all heritage trees in the R.O.W. along Church and Myrtle Streets will remain in place within the ½ critical root zone to limit disturbance and impact to the root zones. In the event that the sidewalk needs to be repaired/replaced due to damage during construction or unsafe conditions, the sidewalk will be rebuilt in its current location subject to review by the City of Georgetown 8.02.030.

K. IMPERVIOUS COVER

The portion of the Property within the Downtown Overlay District effective on the date of the PUD approval is allowed a 95% maximum impervious cover. Tracts II and III, which are outside of the Downtown Overlay, will be subject to 70% impervious cover at the time either Tract is redeveloped. The existing impervious cover conditions on Tracts II and III will remain as is.

L. PUD MODIFICATIONS

In conformance with the UDC, modifications to this Development Plan shall require City Council approval of an amendment to this PUD 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 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.

M. LIST OF EXHIBITS

Exhibit A – Development Plan
Exhibit B – Field Notes, Survey, & Legal Description
Exhibit C – Tree Survey
Exhibit D – Concept Plan
Exhibit E – Transportation
Exhibit F – Landscape Plan

EXHIBIT B
FIELD NOTES & SURVEY

EARLY LAND SURVEYING, LLC

P.O. Box 92588, Austin, TX 78709
512-202-8631
earlysurveying.com
TBPELS Firm No. 10194487

1.322 ACRES
WILLIAMSON COUNTY, TEXAS

A DESCRIPTION OF 1.322 ACRES (APPROXIMATELY 57,600 SQ. FT.), BEING ALL OF BLOCK 23, GLASSCOCK ADDITION IN THE CITY OF GEORGETOWN (NO RECORD INFORMATION FOUND), BEING ALL OF A 1.322 ACRE TRACT OF LAND CONVEYED TO TEXAS MUNICIPAL LEAGUE INTERGOVERNMENTAL RISK POOL, IN A GENERAL WARRANTY DEED DATED JANUARY 5, 2026, RECORDED IN DOCUMENT NO. 2026001200 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 1.322 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2” rebar found at the intersection of the north right-of-way line of E University Avenue (public right-of-way width varies) and the east right-of-way line of S Church Street (public right-of-way width varies), being the southwest corner of said Block 23, same being the southwest corner of the said 1.322 acre tract;

THENCE North 01°58'07" West, with the east right-of-way line of S Church Street and the west line of said Block 23, same being the west line of the said 1.322 acre tract, a distance of 240.00 feet to a 1/2” rebar with “Early Boundary” cap set at the intersection of the east right-of-way line of S Church Street and the south right-of-way line of E 11th Street (apparent 60’ public right-of-way width), being the northwest corner of said Block 23, same being the northwest corner of the said 1.322 acre tract, from which an “X” in concrete found at the intersection of the east right-of-way line of S Church Street and the north right-of-way line of E 11th Street, being the southwest corner of Block 21 of said Glasscock Addition, same being the southwest corner of a 0.41 acre tract described in Document No. 2025095233 of the Official Public Records of Williamson County, Texas, bears North 01°58’07” West, a distance of 59.81 feet;

THENCE North 88°01'53" East, with the south right-of-way line of E 11th Street and the north line of said Block 23, same being the north line of the said 1.322 acre tract, a distance of 240.00 feet to a mag nail with “Early Boundary” washer set at the intersection of the south right-of-way line of E 11th Street and the west right-of-way line of S Myrtle Street (public right-of-way width varies), being the northeast corner of said Block 23, same being the northeast corner of the said 1.322 acre tract, from which a punch/drill hole in concrete found at the intersection of the north right-of-way line of E 11th Street and the west right-of-way line of S Myrtle Street, being the southeast corner

of said Block 21, same being the southeast corner of a 0.256 acre tract described in said Document No. 2026001200, bears North 01°58’07” West, a distance of 60.02 feet;

THENCE South 01°58'07" East, with the west right-of-way line of S Myrtle Street and the east line of said Block 23, same being the east line of the said 1.322 acre tract, a distance of 240.00 feet to a mag nail with “Early Boundary” washer set at the intersection of the west right-of-way line of S Myrtle Street and the north right-of-way line of E University Avenue, being the southeast corner of said Block 23, same being the southeast corner of the said 1.322 acre tract, from which a 1/2” iron pipe found at the intersection of the west right-of-way line of S Myrtle Street and the south right-of-way line of E University Avenue, being the northeast corner of Lot 4, Cody’s Subdivision of Block I of the Hughes Addition, a subdivision of record in Cabinet A, Slide 110 of the Plat Records of Williamson County, Texas, bears South 02°12’17” East, a distance of 86.55 feet, then North 87°47’43” East, a distance of 11.37 feet;

THENCE South 88°01'53" West, with the north right-of-way line of E University Avenue and the south line of said Block 23, same being the south line of the said 1.322 acre tract, a distance of 240.00 feet to the **POINT OF BEGINNING**, containing 1.322 acres of land, more or less.

Surveyed on the ground on March 4, 2026.

Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, utilizing the SmartNet North America Network.

Attachments: Survey Drawing No. 1253-001-SK-1.322 ACRES

3/12/2026

Joe Ben Early, Jr. Date
Registered Professional Land Surveyor
State of Texas No. 6016



SKETCH TO ACCOMPANY A DESCRIPTION OF 1.322 ACRES (APPROXIMATELY 57,600 SQ. FT.), BEING ALL OF BLOCK 23, GLASSCOCK ADDITION IN THE CITY OF GEORGETOWN (NO RECORD INFORMATION FOUND), BEING ALL OF A 1.322 ACRE TRACT OF LAND CONVEYED TO TEXAS MUNICIPAL LEAGUE INTERGOVERNMENTAL RISK POOL, IN A GENERAL WARRANTY DEED DATED JANUARY 5, 2026, RECORDED IN DOCUMENT NO. 2026001200 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

LEGEND

●	1/2" REBAR FOUND (OR AS NOTED)
PCAP ●	1/2" REBAR WITH AN ILLEGIBLE CAP FOUND
○	1/2" REBAR WITH "EARLY BOUNDARY" CAP SET
⊙	1/2" IRON PIPE FOUND (OR AS NOTED)
◎	PUNCH/DRILL HOLE IN CONCRETE FOUND
△	MAG NAIL WITH "EARLY BOUNDARY" WASHER SET
⊠	"X" IN CONCRETE FOUND
▵	CALCULATED POINT
( )	RECORD INFORMATION

Ⓐ

TEXAS MUNICIPAL LEAGUE
INTERGOVERNMENTAL RISK POOL
0.41 ACRES
(2025095233)

LOTS 5 AND 6
AND A PORTION OF LOT 7
BLOCK 21
GLASSCOCK ADDITION
(NO RECORD INFORMATION FOUND)

Ⓑ

TEXAS MUNICIPAL LEAGUE
INTERGOVERNMENTAL RISK POOL
0.256 ACRES
(2026001200)

LOT 4 AND
A PORTION OF LOT 3
BLOCK 21
GLASSCOCK ADDITION
(NO RECORD INFORMATION FOUND)

Ⓒ

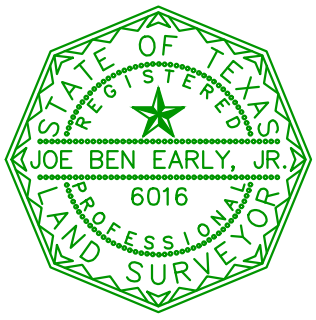
LOTS 3 AND 4
AND A PORTION OF LOT 2
CODY'S SUBDIVISION OF BLOCK I
OF THE HUGHES ADDITION
(A/110)

ZULCIC, LLC.
0.4296 ACRES
(2024007656)

Ⓓ

LOT 1
AND A PORTION OF LOT 2
CODY'S SUBDIVISION OF BLOCK I
OF THE HUGHES ADDITION
(A/110)

ZULCIC, LLC.
0.24 ACRES
(2023104807)





3/12/2026

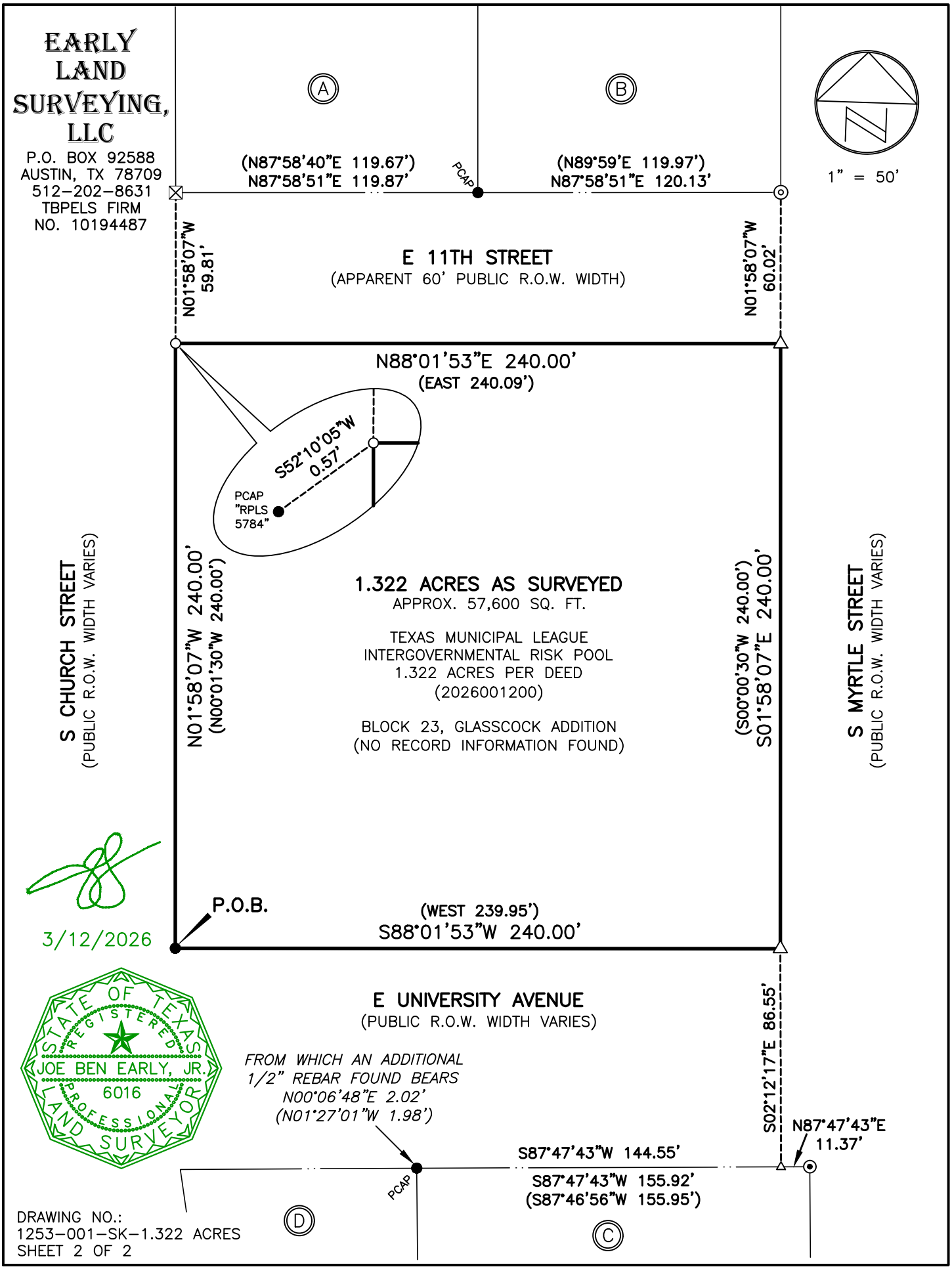
DATE OF SURVEY: 3/4/26
PLOT DATE: 3/12/26
DRAWING NO.:
1253-001-SK-1.322 ACRES
DRAWN BY: JBE
SHEET 1 OF 2

EARLY LAND SURVEYING, LLC
P.O. BOX 92588
AUSTIN, TX 78709
512-202-8631
TBPELS FIRM NO. 10194487

THE BASIS OF BEARINGS SHOWN HEREON IS THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE, UTILIZING THE SMARTNET NORTH AMERICA NETWORK.

ATTACHMENTS: METES AND BOUNDS DESCRIPTION

EARLY LAND SURVEYING, LLC
P.O. BOX 92588
AUSTIN, TX 78709
512-202-8631
TBPELS FIRM
NO. 10194487



DRAWING NO.:
1253-001-SK-1.322 ACRES
SHEET 2 OF 2

EARLY LAND SURVEYING, LLC

P.O. Box 92588, Austin, TX 78709
512-202-8631
earlysurveying.com
TBPELS Firm No. 10194487

0.257 ACRES
WILLIAMSON COUNTY, TEXAS

A DESCRIPTION OF 0.257 ACRES (APPROXIMATELY 11,172 SQ. FT.), BEING ALL OF LOT 4 AND A PORTION OF LOT 3, BLOCK 21, GLASSCOCK ADDITION IN THE CITY OF GEORGETOWN (NO RECORD INFORMATION FOUND), BEING ALL OF A 0.256 ACRE TRACT OF LAND CONVEYED TO TEXAS MUNICIPAL LEAGUE INTERGOVERNMENTAL RISK POOL, IN A GENERAL WARRANTY DEED DATED JANUARY 5, 2026, RECORDED IN DOCUMENT NO. 2026001200 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.257 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a punch/drill hole in concrete found at the intersection of the north right-of-way line of E 11th Street (apparent 60’ right-of-way width) and the west right-of-way line of S Myrtle Street (right-of-way width varies), being the southeast corner of said Block 21, same being the southeast corner of the said 0.256 acre tract, from which a mag nail with “Early Boundary” washer set at the intersection of the south right-of-way line of E 11th Street and the west right-of-way line of S Myrtle Street, being the northeast corner of Block 23 of said Glasscock Addition, same being the northeast corner of a 1.322 acre tract described in said Document No. 2026001200, bears South 01°58’07” East, a distance of 60.02 feet;

THENCE South 87°58'51" West, with the north right-of-way line of E 11th Street and the south line of said Block 21, same being the south line of the said 0.256 acre tract, a distance of 120.13 feet to a 1/2” rebar with an illegible cap found for the southwest corner of the said 0.256 acre tract, being the southeast corner of a 0.41 acre tract described in Document No. 2025095233 of the Official Public Records of Williamson County, Texas, from which an “X” in concrete found at the intersection of the north right-of-way line of E 11th Street and the east right-of-way line of S Church Street (right-of-way width varies), being the southwest corner of said Block 21, same being the southwest corner of the said 0.41 acre tract, bears South 87°58’51” West, a distance of 119.87 feet;

THENCE North 01°58'07" West, with the west line of the said 0.256 acre tract and the east line of the said 0.41 acre tract, a distance of 93.00 feet to a 1/2” rebar with “Early Boundary” cap set for the northwest corner of the said 0.256 acre tract, being the southwest corner of a tract of land described in Document No. 2023056903 of the Official Public Records of Williamson County, Texas;

THENCE North 87°58'51" East, with the north line of the said 0.256 acre tract and the south line of the said tract described in Document No. 2023056903, a distance of 120.13 feet to a calculated point in the west right-of-way line of S Myrtle Street, being in the east line of said Block 21, being the northeast corner of the said 0.256 acre tract, being also the southeast corner of the said tract described in Document No. 2023056903;

THENCE South 01°58'07" East, with the west right-of-way line of S Myrtle Street and the east line of said Block 21, same being the east line of the said 0.256 acre tract, a distance of 93.00 feet to the **POINT OF BEGINNING**, containing 0.257 acres of land, more or less.

Surveyed on the ground on March 4, 2026.

Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, utilizing the SmartNet North America Network.

Attachments: Survey Drawing No. 1253-001-SK-0.257 ACRES

3/12/2026

Joe Ben Early, Jr. Date
Registered Professional Land Surveyor
State of Texas No. 6016



SKETCH TO ACCOMPANY A DESCRIPTION OF 0.257 ACRES (APPROXIMATELY 11,172 SQ. FT.), BEING ALL OF LOT 4 AND A PORTION OF LOT 3, BLOCK 21, GLASSCOCK ADDITION IN THE CITY OF GEORGETOWN (NO RECORD INFORMATION FOUND), BEING ALL OF A 0.256 ACRE TRACT OF LAND CONVEYED TO TEXAS MUNICIPAL LEAGUE INTERGOVERNMENTAL RISK POOL, IN A GENERAL WARRANTY DEED DATED JANUARY 5, 2026, RECORDED IN DOCUMENT NO. 2026001200 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

LEGEND

●	1/2" REBAR FOUND (AS NOTED)
PCAP ●	1/2" REBAR WITH AN ILLEGIBLE CAP FOUND
○	1/2" REBAR WITH "EARLY BOUNDARY" CAP SET
◎	PUNCH/DRILL HOLE IN CONCRETE FOUND
△	MAG NAIL WITH "EARLY BOUNDARY" WASHER SET
☒	"X" IN CONCRETE FOUND
( )	RECORD INFORMATION

STATE OF TEXAS
REGISTERED
JOE BEN EARLY, JR.
6016
PROFESSIONAL
LAND SURVEYOR

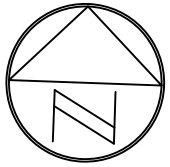
3/12/2026

DATE OF SURVEY: 3/4/26
PLOT DATE: 3/12/26
DRAWING NO.:
1253-001-SK-0.257 ACRES
DRAWN BY: JBE
SHEET 1 OF 2

EARLY LAND SURVEYING, LLC
P.O. BOX 92588
AUSTIN, TX 78709
512-202-8631
TBPELS FIRM NO. 10194487

THE BASIS OF BEARINGS SHOWN HEREON IS THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE, UTILIZING THE SMARTNET NORTH AMERICA NETWORK.

ATTACHMENTS: METES AND BOUNDS DESCRIPTION 1253-001-SK-0.257 ACRES



1" = 40'

ST. JOHN'S METHODIST CHURCH,
GEORGETOWN, TEXAS
(2023056903)

LOTS 1 AND 2
AND A PORTION OF LOT 3
BLOCK 21
GLASSCOCK ADDITION
(NO RECORD INFORMATION FOUND)

(N89°58'30"E 119.96')
N87°58'51"E 120.13'

S CHURCH STREET
(PUBLIC R.O.W. WIDTH VARIES)

TEXAS MUNICIPAL LEAGUE
INTERGOVERNMENTAL RISK POOL
0.41 ACRES
(2025095233)

LOTS 5 AND 6
AND A PORTION OF LOT 7
BLOCK 21
GLASSCOCK ADDITION
(NO RECORD INFORMATION FOUND)

(N00°00'45"E 92.98')
N01°58'07"W 93.00'

0.257 ACRES AS SURVEYED
APPROX. 11,172 SQ. FT.

TEXAS MUNICIPAL LEAGUE
INTERGOVERNMENTAL RISK POOL
0.256 ACRES
(2026001200)

LOT 4 AND A PORTION OF LOT 3
BLOCK 21
GLASSCOCK ADDITION
(NO RECORD INFORMATION FOUND)

S01°58'07"E 93.00'
(S00°00'30"W 92.99')

S MYRTLE STREET
(PUBLIC R.O.W. WIDTH VARIES)

PCAP

P.O.B
0.257
ACRES

S87°58'51"W 119.87'
(S87°58'40"W 119.67')

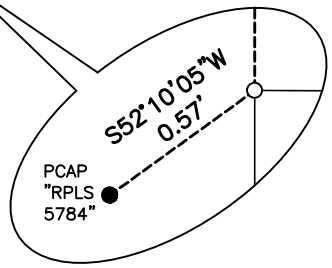
S87°58'51"W 120.13'
(S89°59'W 119.97')

N01°58'07"W 59.81'

E 11TH STREET
(APPARENT 60' PUBLIC R.O.W. WIDTH)

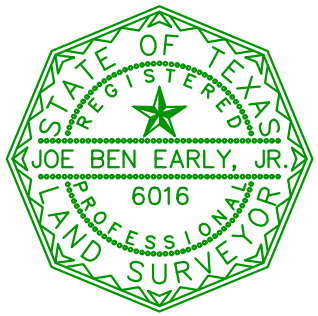
S01°58'07"E 60.02'

N88°01'53"E 240.00'
(EAST 240.09')



TEXAS MUNICIPAL LEAGUE
INTERGOVERNMENTAL RISK POOL
1.322 ACRES
(2026001200)

BLOCK 23, GLASSCOCK ADDITION
(NO RECORD INFORMATION FOUND)



3/12/2026

DRAWING NO.:
1253-001-SK-0.257 ACRES
SHEET 2 OF 2

EARLY
LAND
SURVEYING,
LLC
P.O. BOX 92588
AUSTIN, TX 78709
512-202-8631
TBPELS FIRM
NO. 10194487

EARLY LAND SURVEYING, LLC

P.O. Box 92588, Austin, TX 78709
512-202-8631
earlysurveying.com
TBPELS Firm No. 10194487

0.414 ACRES
WILLIAMSON COUNTY, TEXAS

A DESCRIPTION OF 0.414 ACRES (APPROXIMATELY 18,035 SQ. FT.), BEING ALL OF LOTS 5 AND 6, AND A PORTION OF LOT 7, BLOCK 21, GLASSCOCK ADDITION TO THE CITY OF GEORGETOWN (NO RECORD INFORMATION FOUND), BEING ALL OF A 0.41 ACRE TRACT OF LAND CONVEYED TO TEXAS MUNICIPAL LEAGUE INTERGOVERNMENTAL RISK POOL IN A GENERAL WARRANTY DEED DATED DECEMBER 2, 2025 AND RECORDED IN DOCUMENT NO. 2025095233 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.414 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an “X” in concrete found at the intersection of the north right-of-way line of E 11th Street (apparent 60’ right-of-way width) and the east right-of-way line of S Church Street (right-of-way width varies), being the southwest corner said Block 21, same being the southwest corner of the said 0.41 acre tract, from which a 1/2” rebar with “Early Boundary” cap set at the intersection of the south right-of-way line of E 11th Street and the east right-of-way line of S Church Street, being the northwest corner of Block 23 of said Glasscock Addition, same being the northwest corner of a 1.322 acre tract described in Document No. 2026001200 of the Official Public Records of Williamson County, Texas, bears South 01°58’07” East, a distance of 59.81 feet;

THENCE North 02°04'07" West, with the east right-of-way line of S Church Street and the west line of said Block 21, same being the west line of the said 0.41 acre tract, a distance of 150.21 feet to a 1/2” rebar with “Forest RPLS 1847” cap found for the northwest corner of the said 0.41 acre tract, being the southwest corner of a 0.247 acre tract described in Document No. 2013033121 of the Official Public Records of Williamson County, Texas;

THENCE North 87°55'32" East, crossing said Block 21, with the north line of the said 0.41 acre tract and the south line of the said 0.247 acre tract, a distance of 120.22 feet to a calculated point (corner inaccessible at time of survey) for the northeast corner of the said 0.41 acre tract, being the southeast corner of the said 0.247 acre tract, being also in the west line of a tract of land described in Document No. 2023056903 of the Official Public Records of Williamson County, Texas;

THENCE South 01°52'51" East, crossing said Block 21, with the east line of the said 0.41 acre tract and the west line of the tract of land described in said Document No. 2023056903, a distance of 57.33 feet to a 1/2” rebar with “Early Boundary” cap set for the southwest corner of the tract of land described in said Document No. 2023056903, being the northwest corner of a 0.256 acre tract described in Document No. 2026001200 of the Official Public Records of Williamson County, Texas;

THENCE South 01°58'07" East, crossing said Block 21, with the west line of the said 0.41 acre tract and the east line of the said 0.256 acre tract, a distance of 93.00 feet to a 1/2” rebar with an illegible cap found in the north right-of-way line of E 11th Street, being in the south line of said Block 21, being the southeast corner of the said 0.41 acre tract, being also the southwest corner of the said 0.256 acre tract, from which a punch/drill hole in concrete found at the intersection of the north right-of-way line of E 11th Street and the west right-of-way line S Myrtle Street (right-of-way width varies), being the southeast corner of said Block 21, same being the southeast corner of the said 0.256 acre tract, bears North 87°58’51” East, a distance of 120.13 feet;

THENCE South 87°58'51" West, with the north right-of-way line of E 11th Street and the south line of said Block 21, same being the south line of the said 0.41 acre tract, a distance of 119.87 feet to the **POINT OF BEGINNING**, containing 0.414 acres of land, more or less.

Surveyed on the ground on March 4, 2026.

Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, utilizing the SmartNet North America Network.

Attachments: Survey Drawing No. 1253-001-SK-0.414 ACRES



3/12/2026

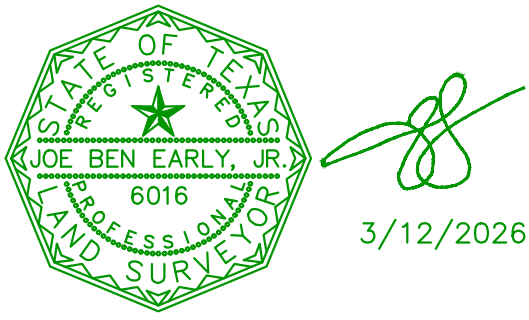
Joe Ben Early, Jr. Date
Registered Professional Land Surveyor
State of Texas No. 6016



SKETCH TO ACCOMPANY A DESCRIPTION OF 0.414 ACRES (APPROXIMATELY 18,035 SQ. FT.), BEING ALL OF LOTS 5 AND 6, AND A PORTION OF LOT 7, BLOCK 21, GLASSCOCK ADDITION TO THE CITY OF GEORGETOWN (NO RECORD INFORMATION FOUND), BEING ALL OF A 0.41 ACRE TRACT OF LAND CONVEYED TO TEXAS MUNICIPAL LEAGUE INTERGOVERNMENTAL RISK POOL IN A GENERAL WARRANTY DEED DATED DECEMBER 2, 2025 AND RECORDED IN DOCUMENT NO. 2025095233 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

LEGEND

●	1/2" REBAR FOUND (AS NOTED)
F●	1/2" REBAR WITH "FOREST RPLS 1847" CAP FOUND
PCAP●	1/2" REBAR WITH AN ILLEGIBLE CAP FOUND
○	1/2" REBAR WITH "EARLY BOUNDARY" CAP SET
◎	PUNCH/DRILL HOLE IN CONCRETE FOUND
△	MAG NAIL WITH "EARLY BOUNDARY" WASHER SET
⊠	"X" IN CONCRETE FOUND
▵	CALCULATED POINT
( )	RECORD INFORMATION



3/12/2026

DATE OF SURVEY: 3/4/26
PLOT DATE: 3/12/26
DRAWING NO.:
1253-001-SK-0.414 ACRES
DRAWN BY: JBE & MAW
SHEET 1 OF 2

EARLY LAND SURVEYING, LLC
P.O. BOX 92588
AUSTIN, TX 78709
512-202-8631
TBPELS FIRM NO. 10194487

THE BASIS OF BEARINGS SHOWN HEREON IS THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE, UTILIZING THE SMARTNET NORTH AMERICA NETWORK.

ATTACHMENTS: METES AND BOUNDS DESCRIPTION 1253-001-SK-0.414 ACRES

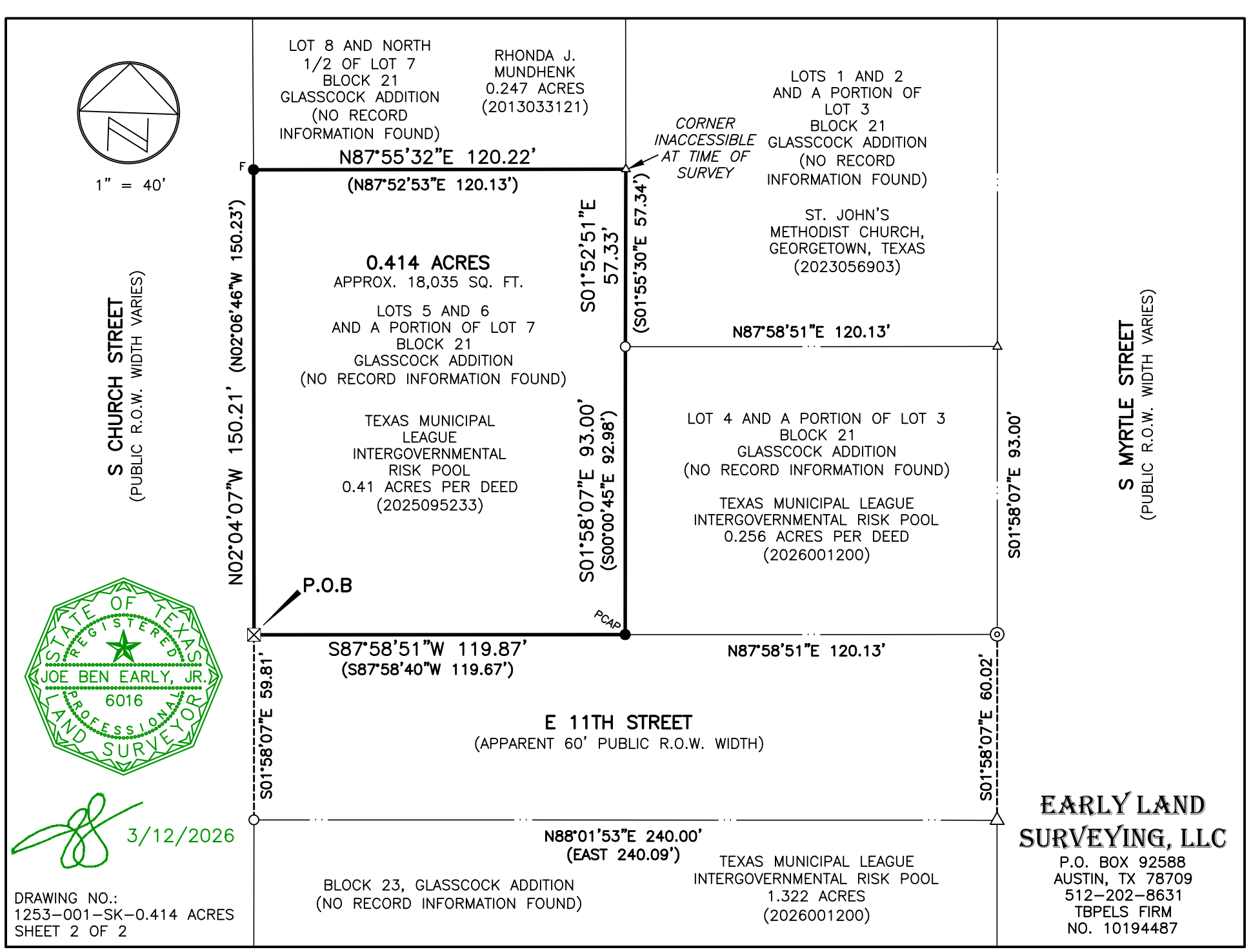

N
1" = 40'
LOT 8 AND NORTH 1/2 OF LOT 7 BLOCK 21 GLASSCOCK ADDITION (NO RECORD INFORMATION FOUND)
RHONDA J. MUNDHENK 0.247 ACRES (2013033121)
LOTS 1 AND 2 AND A PORTION OF LOT 3 BLOCK 21 GLASSCOCK ADDITION (NO RECORD INFORMATION FOUND)
CORNER INACCESSIBLE AT TIME OF SURVEY
ST. JOHN'S METHODIST CHURCH, GEORGETOWN, TEXAS (2023056903)
F
N87°55'32"E 120.22'
(N87°52'53"E 120.13')
S01°52'51"E 57.33'
(S01°55'30"E 57.34')
N87°58'51"E 120.13'
0.414 ACRES
APPROX. 18,035 SQ. FT.
LOTS 5 AND 6 AND A PORTION OF LOT 7 BLOCK 21 GLASSCOCK ADDITION (NO RECORD INFORMATION FOUND)
TEXAS MUNICIPAL LEAGUE INTERGOVERNMENTAL RISK POOL 0.41 ACRES PER DEED (2025095233)
S CHURCH STREET
(PUBLIC R.O.W. WIDTH VARIES)
N02°04'07"W 150.21' (N02°06'46"W 150.23')
S01°58'07"E 93.00'
(S00°00'45"E 92.98')
LOT 4 AND A PORTION OF LOT 3 BLOCK 21 GLASSCOCK ADDITION (NO RECORD INFORMATION FOUND)
TEXAS MUNICIPAL LEAGUE INTERGOVERNMENTAL RISK POOL 0.256 ACRES PER DEED (2026001200)
S01°58'07"E 93.00'
S MYRTLE STREET
(PUBLIC R.O.W. WIDTH VARIES)
P.O.B
PCAP
S87°58'51"W 119.87'
(S87°58'40"W 119.67')
N87°58'51"E 120.13'
S01°58'07"E 59.81'
E 11TH STREET
(APPARENT 60' PUBLIC R.O.W. WIDTH)
S01°58'07"E 60.02'
N88°01'53"E 240.00'
(EAST 240.09')
BLOCK 23, GLASSCOCK ADDITION
(NO RECORD INFORMATION FOUND)
TEXAS MUNICIPAL LEAGUE INTERGOVERNMENTAL RISK POOL 1.322 ACRES (2026001200)
STATE OF TEXAS
REGISTERED
JOE BEN EARLY, JR.
6016
PROFESSIONAL
LAND SURVEYOR
3/12/2026
DRAWING NO.:
1253-001-SK-0.414 ACRES
SHEET 2 OF 2
EARLY LAND SURVEYING, LLC
P.O. BOX 92588
AUSTIN, TX 78709
512-202-8631
TBPELS FIRM
NO. 10194487

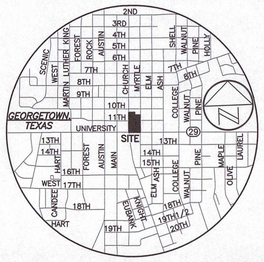
EXHIBIT C
TREE SURVEY

AN ALTA/NSPS LAND TITLE SURVEY, TOPOGRAPHIC AND TREE SURVEY OF:

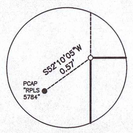
TRACT I: 1.322 ACRES (APPROXIMATELY 57,600 SQ. FT.), BEING ALL OF BLOCK 23, GLASSCOCK ADDITION TO THE CITY OF GEORGETOWN (NO RECORD INFORMATION FOUND), BEING ALL OF A 1.322 ACRE TRACT OF LAND CONVEYED TO TEXAS MUNICIPAL LEAGUE INTERGOVERNMENTAL RISK POOL, IN A GENERAL WARRANTY DEED DATED JANUARY 5, 2026 AND RECORDED IN DOCUMENT NO. 2026001200 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

TRACT II: 0.257 ACRES (APPROXIMATELY 11,172 SQ. FT.), BEING ALL OF LOT 4 AND A PORTION OF LOT 3, BLOCK 21, GLASSCOCK ADDITION TO THE CITY OF GEORGETOWN (NO RECORD INFORMATION FOUND), BEING ALL OF A 0.256 ACRE TRACT OF LAND CONVEYED TO TEXAS MUNICIPAL LEAGUE INTERGOVERNMENTAL RISK POOL, IN A GENERAL WARRANTY DEED DATED JANUARY 5, 2026 AND RECORDED IN DOCUMENT NO. 2026001200 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

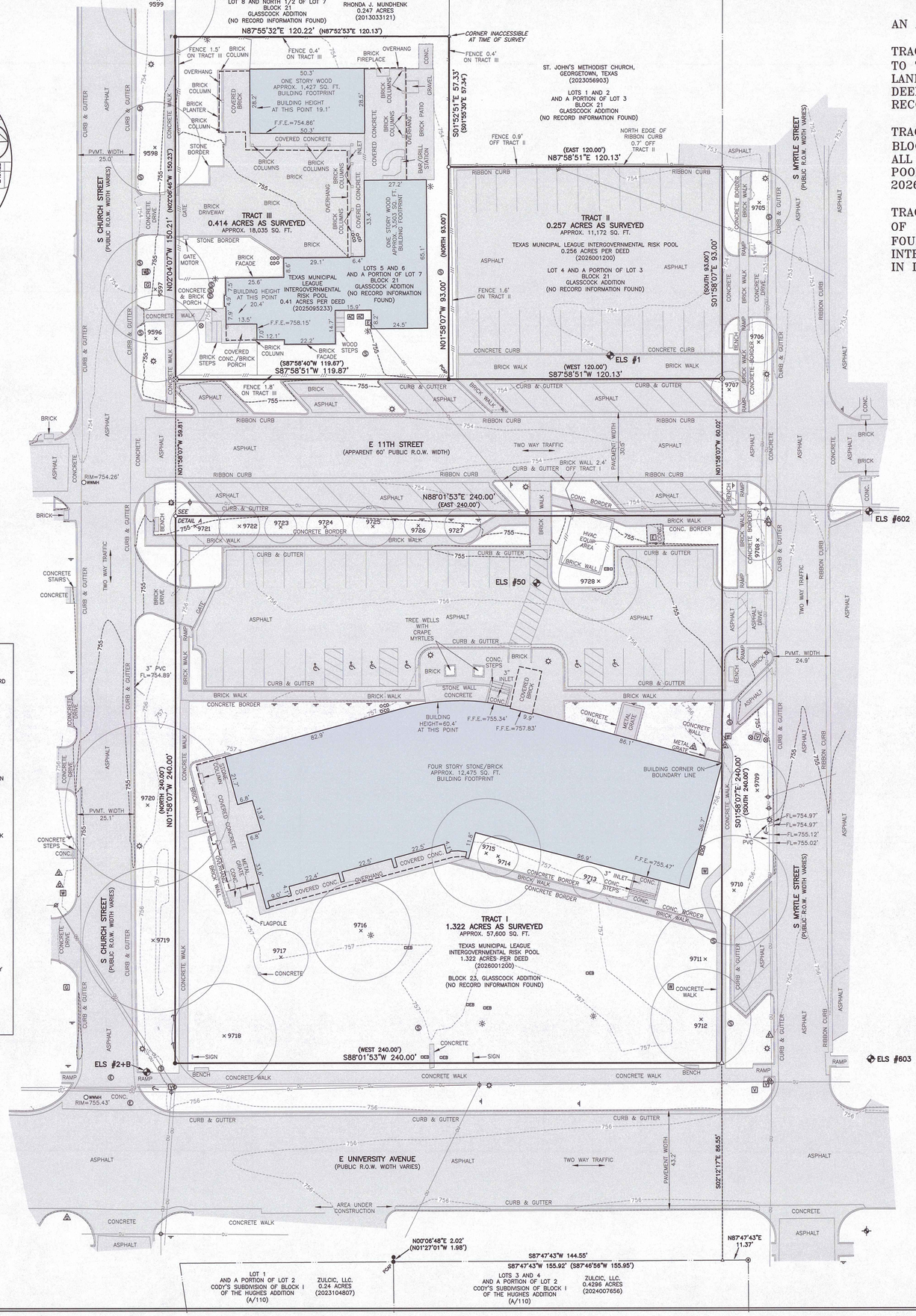
TRACT III: 0.414 ACRES (APPROXIMATELY 18,035 SQ. FT.), BEING ALL OF LOTS 5 AND 6, AND A PORTION OF LOT 7, BLOCK 21, GLASSCOCK ADDITION TO THE CITY OF GEORGETOWN (NO RECORD INFORMATION FOUND), BEING ALL OF A 0.41 ACRE TRACT OF LAND CONVEYED TO TEXAS MUNICIPAL LEAGUE INTERGOVERNMENTAL RISK POOL IN A GENERAL WARRANTY DEED DATED DECEMBER 2, 2025 AND RECORDED IN DOCUMENT NO. 2025095233 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.



LOCATION MAP
NOT TO SCALE



DETAIL A
NOT TO SCALE





TREE INDEX	
TAG NO. TYPE INDICATES MULTI TRUNK (514 LO 17 14 11) (29.5)	
INDIVIDUAL TRUNK DIA. (IN INCHES) — TOTAL (ROOT ZONE)	
CRITICAL ROOT ZONES (TREE CIRCLES) ARE SHOWN USING THE COA FORMULA FOR SINGLE AND MULTI TRUNK TREES.	
9596 PEC 19	9715 PALM 24
9597 PEC 24	9716 CE 22
9598 RO 20	9717 TOH 12 DEAD
9599 RO 25	9718 PEC 23
9705 LO 14	9719 LO 32 DEAD
9706 LO 9	9720 LO 36
9707 LO 8	9721 LO 11
9708 LO 9	9722 LO 9
9709 LO 13	9723 LO 7
9710 CE 33.5	9724 LO 8
9711 PEC 22.5	9725 LO 9
9712 PEC 22	9726 LO 6
9713 PINE 7	9727 LO 8
9714 PINE 6 6 (9)	9728 LO 8 8 6 5 (17.5)
CE = CEDAR ELM CYP = CYPRESS LO = LIVE OAK PEC = PECAN PINE = PINE PALM = PALM RO = RED OAK TOH = TREE OF HEAVEN	
TREES SHOWN AS LOCATED BY EARLY LAND SURVEYING, SIZES AND TYPES PROVIDED BY BARTLETT TREE EXPERTS (ARBORIST).	

LEGEND

- ● 1/2" REBAR FOUND (OR AS NOTED)
- F● 1/2" REBAR WITH "FOREST RPLS 1847" CAP FOUND
- PCAP● 1/2" REBAR WITH AN ILLEGIBLE CAP FOUND
- ○ 1/2" REBAR WITH "EARLY BOUNDARY" CAP SET
- ⊙ 1/2" IRON PIPE FOUND (OR AS NOTED)
- ◎ PUNCH/DRILL HOLE IN CONCRETE FOUND
- △ MAG NAIL WITH "EARLY BOUNDARY" WASHER SET
- ⊠ "X" IN CONCRETE FOUND
- ▵ CALCULATED POINT
- CONTROL POINT/BENCHMARK LOCATION
- WM WATER METER
- WV WATER VALVE
- FH FIRE HYDRANT
- FDC FIRE DEPARTMENT CONNECT
- SCV SPRINKLER CONTROL VALVE
- WS WATER SPIGOT
- PVC STUBOUT
- UP UTILITY POLE
- GUY WIRE
- BOLLARD
- E ELECTRIC UTILITY
- EMH ELECTRIC MANHOLE
- EPB ELECTRIC PULL BOX
- LP LIGHT POLE
- GROUND LIGHT
- UFOM UNDERGROUND FIBER OPTIC MARKER
- G GAS METER
- UGM UNDERGROUND GAS MARKER
- AC AC PAD
- CO CLEANOUT
- WWMH WASTEWATER MANHOLE
- HANDICAP PARKING
- SIGN
- V UTILITY VAULT
- —OU— OVERHEAD UTILITIES
- —o— CHAIN LINK FENCE
- —///— WROUGHT IRON FENCE
- —//— WOOD FENCE
- F.F.E. FINISHED FLOOR ELEVATION
- PVC POLYVINYL CHLORIDE PIPE
- ( ) RECORD INFORMATION

MANHOLE AND INLET NOTE:

THIS SURVEY SHOWS FIELD MEASURED SIZES AND DEPTHS AS OBSERVED FROM GROUND LEVEL OPENINGS. EXACT MEASUREMENTS AND DEPTHS, PARTICULARLY IN CRITICAL AREAS, SHOULD BE VERIFIED WITH UTILITY RECORD MAPS AND/OR FIELD VERIFICATION PRIOR TO FINAL PLANNING OR CONSTRUCTION.

SOURCE BENCHMARK:

ELS #1: MAG NAIL WITH WASHER SET ALONG EDGE OF BRICK WALK NEAR THE PARKING LOT THAT IS NORTH OF EAST 11TH STREET. APPROX. 69' N.W. OF A LIGHT STANDARD THAT IS IN THE R.O.W. OF S MYRTLE STREET.

ELEVATION = 754.26'

STATE PLANE COORDINATES:
N 10204383.77
E 3132435.25

VERTICAL DATUM: NAVD 88 (GEOID 12B)

ADDITIONAL BENCHMARKS:

ELS #2+B: MAG NAIL WITH WASHER SET IN CONCRETE SIDEWALK AT THE NORTHEAST CORNER OF THE INTERSECTION OF E UNIVERSITY AVENUE AND S CHURCH STREET.

ELEVATION = 755.83'

STATE PLANE COORDINATES:
N 10204062.82
E 3132242.92

ELS #50: MAG NAIL WITH WASHER SET IN THE CROSSWALK THAT TRAVERSES THE ASPHALT PARKING LOT IN FRONT OF THE BUILDING.

ELEVATION = 755.47'

STATE PLANE COORDINATES:
N 10204283.02
E 3132406.41

ELS #602: "X" FOUND IN CONCRETE SIDEWALK AT THE SOUTHEAST CORNER OF THE INTERSECTION OF E 11TH STREET AND S MYRTLE STREET.

ELEVATION = 754.65'

STATE PLANE COORDINATES:
N 10204319.30
E 3132551.20

ELS #603: "X" FOUND IN CONCRETE SIDEWALK AT THE NORTHEAST CORNER OF THE INTERSECTION OF E UNIVERSITY AVENUE AND S MYRTLE STREET.

ELEVATION = 756.97'

STATE PLANE COORDINATES:
N 10204079.33
E 3132560.42

VERTICAL DATUM: NAVD 88 (GEOID 12B)

TITLE COMMITMENT NOTE (TRACTS I & II):

COMMITMENT FOR TITLE INSURANCE PREPARED BY:

First American Title Guaranty Company

G.F. No.: 15374-2828066 Effective Date: 7/27/23 Issued: 8/3/23

The surveyor has relied upon the referenced Commitment for Title regarding easements, restrictions, and other matters affecting this property. No additional research was done for the purpose of this survey. Items listed are worded according to the commitment, followed by surveyor's notes and/or observations.

Schedule "B" items contained therein and re-listed below were considered:

There are no survey related matters listed in Schedule B to consider.

TITLE COMMITMENT NOTE: (TRACT III)

The Survey for Tract III was prepared without the benefit of a Commitment for Title, and may be subject to additional easements or restrictions not shown hereon. No additional easement research was done for the purpose of this survey.

FLOOD—PLAIN NOTE:

The tract shown hereon lies within Zone "X" (areas determined to be outside the 0.2% annual chance floodplain), as identified by the Federal Emergency Management Agency, National Flood Insurance Program, as shown on map no. 48491C0293F, dated December 20, 2019, for Williamson County, Texas and incorporated areas. If this site is not within an identified special flood hazard area, this flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. This flood statement shall not create liability on the part of the surveyor.

ALTA/NSPS SURVEY NOTES:

(Table A, Item 7b1)
Square footage of buildings, if shown, is based on the outside, ground floor footprint. Unless noted otherwise, the surveyor has not accessed the inside of the building for measurement purposes.

GENERAL SURVEY NOTES:

PROPERTY ADDRESS:

TRACT I: 205 E University Avenue, Georgetown, TX 78626
TRACT II: 1014 S Myrtle St, Georgetown, TX 78626
TRACT III: 1009 S Church Street, Georgetown, TX 78626

ATTACHMENTS: None

UNABLE TO SAFELY OPEN MANHOLES DUE TO VOLUME OF TRAFFIC

BEARING BASIS:

THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE, UTILIZING THE SMARTNET NORTH AMERICA NETWORK.

SURVEYOR'S CERTIFICATE:

CERTIFIED TO:

- CPM Texas
- Texas Municipal League Intergovernmental Risk Pool
- First American Title Insurance Company
- First American Title Guaranty Company

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1–4, 7a, 7b1, 7c, 8, 9 and 14 of Table A thereof.

- The field work for Tracts I and II was completed on September 9, 2025.
- Updated in the office to add TRACT II on September 30, 2025.
- Updated in the office to reconcile trees with arborist determinations on December 3, 2025.
- The field work for Tract III was completed on March 3, 2026.

3/4/26

Joe Ben Early, Jr. — Date
Registered Professional Land Surveyor
State of Texas No. 6016
joby@earlysurveying.com

STATE OF TEXAS — REGISTERED — JOE BEN EARLY, JR. — 6016 — PROFESSIONAL LAND SURVEYOR

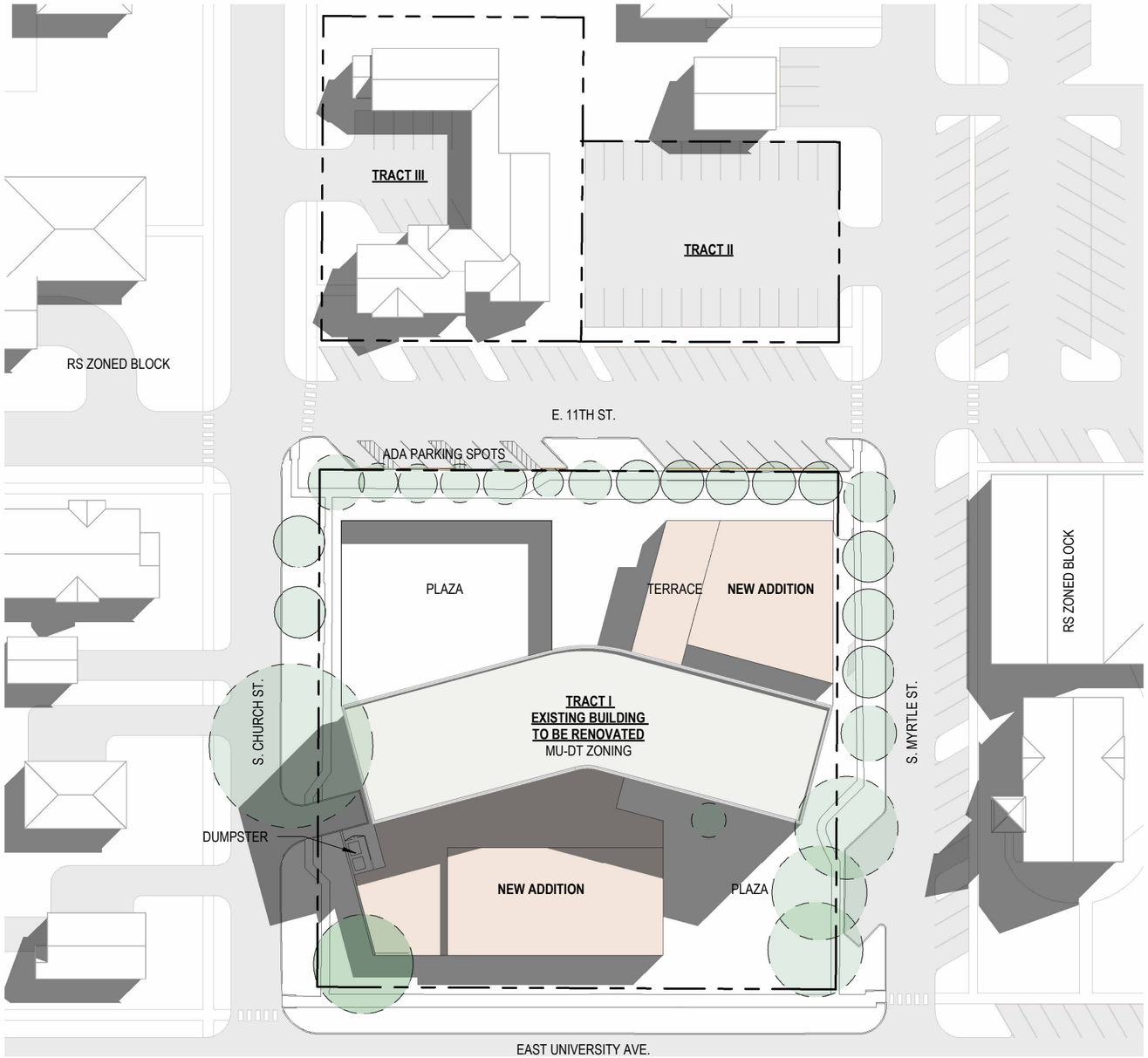
Joe Ben Early, Jr.
R.P.L.S. No. 6016

EARLY LAND SURVEYING
A LIMITED LIABILITY COMPANY
P.O. BOX 92588
AUSTIN, TX 78709
512-202-8631
TBPELS FIRM NO. 10194487

PROJECT NO.: 1253-001
DRAWING NO.: 1253-001-BASE
PLOT DATE: 3/4/26
PLOT SCALE: 1" = 20'
DRAWN BY: SAN-MAW-JBE
SHEET 01 OF 01

EXHIBIT D
CONCEPT PLAN

EXHIBIT D - CONCEPT SITE PLAN



Project Description:
Renovation of a 4 story building including the renovation of an existing basement level and removal of level 5. Renovation will include two additions, an assembly space on the south and an amenity space on the north side of the existing building.

Note:
Subject to alterations due to the COG requirement.
The final concept will defer to HARC action.
This Concept Site Plan does not include tree preservation or landscaping. 1.11 8.02 8.04 8.06

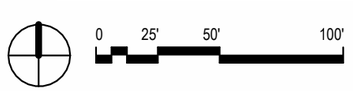
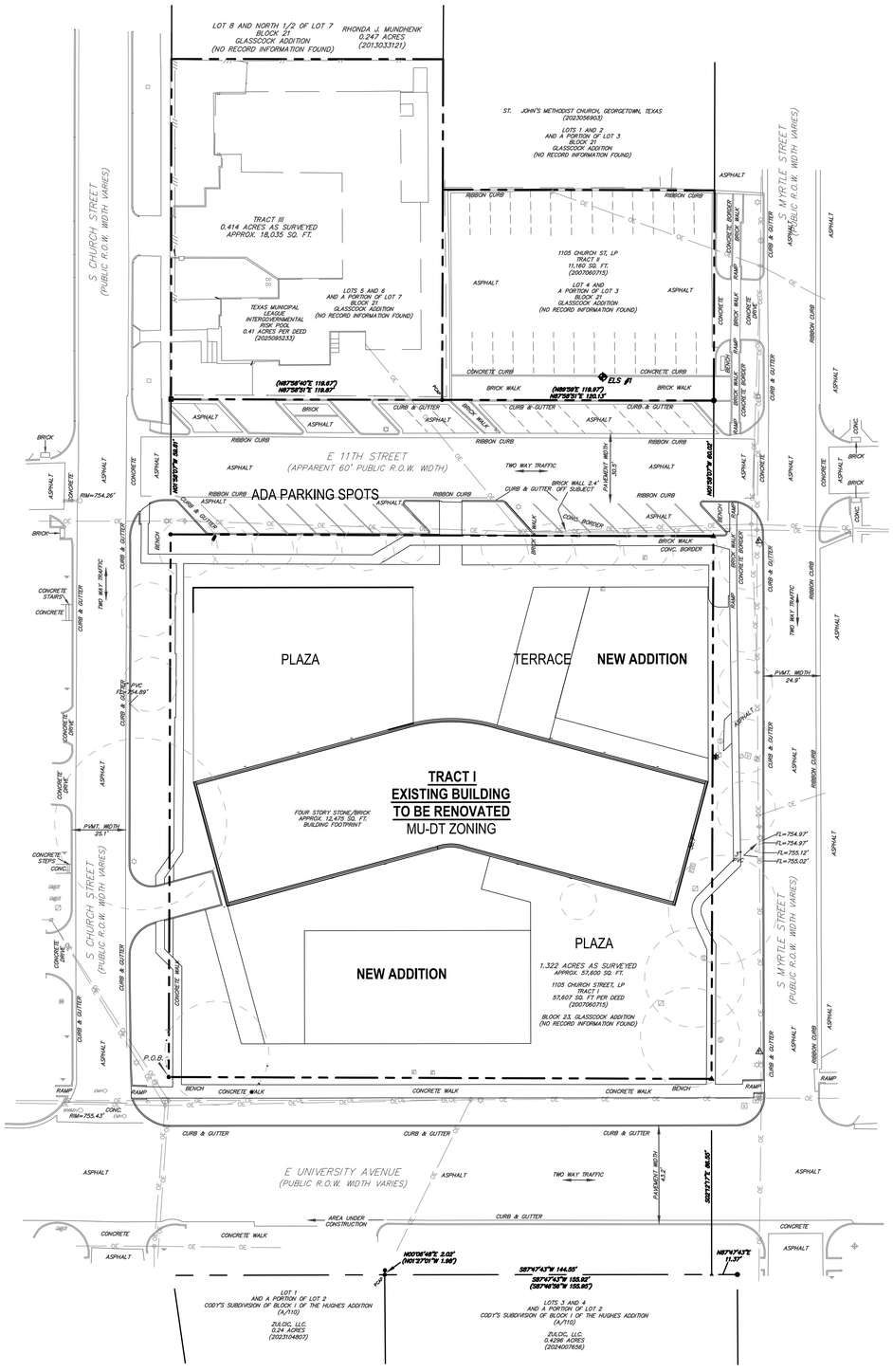
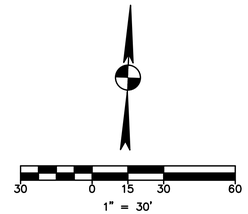


EXHIBIT E
TRANSPORTATION





NO	DATE	REVISION

garza
7708 Rialto Blvd., Suite 125
Austin, Texas 78735
Tel: (512) 298-2284 Fax (512) 298-2592
TBPE #F-14600 TBPLS #10194462

Garza EMC, LLC © Copyright 2026

EXHIBIT E

TEXAS MUNICIPAL CENTER
205 E UNIVERSITY AVE.

TEXAS MUNICIPAL LEAGUE

DRAWN BY:	DESIGNED BY:	QA / QC:	PROJECT NO.: 114159-00001

SHEET
EXH
OF

811 Know what's below. Call before you dig.

THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. HE AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

V:\114159-00001\Civil\00-CAD\EXHIBITS\2026-02-11 Transportation Exhibit.dwg modified by mhyde on Mar 11, 26 3:37 PM

EXHIBIT F
LANDSCAPE PLAN

NOTE: The landscape plan final approval is subject to review for compliance of the UDC via an SDP for approval by the City" 1.11 8.02, 8.04, 8.05, & 8.06

LEGEND:	
	PLANTING AND GROUND COVER
	SOLID SOD
	PEDESTRIAN RATED CONCRETE
	BRICK PAVER
	DECOMPOSED GRANITE
	GRAVEL
	CMU WALL WITH STONE VENEER
	BRICK WALL
	LIMESTONE BLOCK
	BIKE RACK
	BENCH
	LITTER AND RECYCLING

LEGEND:	
	CHINKAPIN OAK Quercus muehlenbergii
	MEXICAN SYCAMORE Platanus mexicana
	LACEBARK ELM Ulmus parvifolia
	MONTEREY OAK Quercus polymorpha

ADJACENT RESIDENTIAL PROPERTY

ADJACENT RESIDENTIAL PROPERTY

PROPERTY LINE

TRACT 3

TRACT 2

TOTAL PARKING STALL: 24

EXISTING CURB TO REMAIN

PROPERTY LINE

PROPOSED LANDSCAPE BUFFER

6' WALK

PROPOSED SHADE TREE

PROPOSED LANDSCAPE BUFFER

PROPOSED SOD

PROPOSED LANDSCAPE BUFFER

6' WALK

PROPERTY LINE

S CHURCH STREET
(PUBLIC R.O.W. WIDTH VARIES)

S MYRTLE STREET
(PUBLIC R.O.W. WIDTH VARIES)

E 11TH STREET
(PUBLIC R.O.W. WIDTH VARIES)

PROPERTY LINE

6' WALK

PROPOSED SHRUB BED

6' WALK

NORTH SUNKEN GARDEN

PROPOSED SHRUB BED

PROPOSED SOD

6' WALK

TRACT 1

PROPOSED SOD

10' BASE ZONING BUFFER YARD

SOUTH GARDEN

6' WALK

PROPERTY LINE

10' WALK

6' WALK

E UNIVERSITY AVENUE
(PUBLIC R.O.W. WIDTH VARIES)

ADJACENT RESIDENTIAL PROPERTY

ADJACENT RESIDENTIAL PROPERTY

TEXAS MUNICIPAL CENTER

205 E University Avenue

EXHIBIT F

CONCEPTUAL LANDSCAPE PLAN

SCALE: 1"=20'

0 20' 40'

Jackson Walker LLP

Pamela Madere
(512) 236-2048
pmadere@jw.com

October 3, 2025
Revised July 9, 2026

Kelly Triesch, Chief Development Officer
Planning Department
City of Georgetown
808 Martin Luther King, Jr. Street
Georgetown, Texas 78626

Re: Texas Municipal Center ("TMC") Planned Unit Development ("PUD") rezoning application for 205 E. University Avenue, 1014 Myrtle Street and 1009 Church Street consisting of approximately 1.993 acres (collectively the "Property")

Dear Ms. Triesch:

On behalf of Texas Municipal League Intergovernmental Risk Pool (TMLIRP), this rezoning request is for the Property locally known as the "Georgetonian Building", tax parcel #R04250, the parking lot north of the structure addressed as 1014 Myrtle Street, tax parcel #R042510 and tax parcel #R042511 as shown in the attached location map. The purpose of PUD rezoning is to establish the site as the headquarters and corporate offices for TMLIRP, while also contributing to the vitality of Downtown Georgetown.

The Property is currently zoned Mixed-Use Downtown ("MU-DT") and Residential Single-Family ("RS"). The PUD zoning will be subject to the MU-DT zoning base district regulations. The property is situated within the Downtown Overlay District as well as the Old Town Neighborhood Overlay District. The Property is served by existing City of Georgetown utilities.

Surrounding properties along the west, north and east are zoned and developed as follows:

North – RS, residential four-plex and commercial parking lot
East – RS, St. John's Methodist Church
South – MU-DT/OF - Commercial/Office
West – MU-DT/RS – Dental clinic, Salon and Residential

The project proposes the adaptive reuse and renovation of the existing Georgetonian Building, including the removal of its non-conforming fifth floor and the renovation of four stories plus a basement level. Two context-sensitive additions will be constructed: a conference center/training space on the south side of the building and an office space on the north; both of which will be connected to the existing building.

Together, these improvements will provide approximately 95,000+ gross square feet of office, training center space and related accessory uses. The design incorporates landscaped open space, public-facing improvements, and shared parking strategies that align with the City's long-

term downtown mobility vision.

The project will comply with City standards for water, wastewater, stormwater management, and electric service. Parking will be provided through a combination of off-site and shared use agreements with nearby facilities, consistent with City policies.

PUD zoning is necessary to accommodate the unique characteristics of the Georgetonian property while ensuring compatibility with the Downtown and Old Town Neighborhood Overlay Districts.

The existing conditions and zoning standards that frame both the opportunities and constraints for the proposed redevelopment are described below:

- **Existing Zoning:** 205 E. University is zoned as MU-DT (Mixed-Use Downtown), within the Downtown Overlay District. 1014 Myrtle Street is zoned RS (Residential Single Family), within the Old Town Overlay District; 1009 Church Street is zoned RS.
- **Future Land Use:** Special Area and Mixed Density Neighborhood.
- **Acreage:** Approximately 1.993 acres (1.32 acres known as 205 E. University, Lots 1-8, Block 23, Glasscock Addition, 0.26 acres known as 1014 Myrtle Street, Lots 3-4, Block 21, Glasscock Addition and 1.322 acres known as 1009 Church Street, Block 23, Glasscock Addition).
- **Existing Structures:** 64,000 square foot, five-story structure, to be renovated with removal of penthouse and basement renovation; 3,500 square feet of residential use to be converted to office use.
- **Proposed Development:** 95,000 gross square feet total after renovations and additions, serving as offices, training/conference facilities, and membership engagement center with deviations to address office square footage, building height, parking, landscaping and building articulation.

The project is consistent with the following goals and policies of the City's 2030 Comprehensive Plan:

- **Policy LU.1 (Balanced Mix of Uses):** The project delivers a mix of civic, employment, and event functions in a pedestrian-oriented setting.
- **Policy LU.4 (Reinvestment in Existing Areas):** Reuse of a prominent but underutilized downtown structure, bringing vitality back to a key urban block.
- **Policy LU.5 (Adaptive Reuse of Existing Buildings):** Preserves and modernizes the Georgetonian, aligning with the City's desire to rehabilitate historic assets.
- **Policy LU.7 (Placemaking & Gateways):** The University Avenue façade will serve as a civic landmark and visual gateway into downtown Georgetown.
- **Policy LU.13 (Partnering with Institutions):** The project represents a major institutional investment in downtown, strengthening partnerships with the City and community.
- **Policy LU.14 (Connectivity, Parks & Open Space):** On-site open space enhancements and public realm improvements increase downtown walkability and enhance the pedestrian environment.

In addition, the Downtown Master Plan identifies this area as a key opportunity for reinvestment and revitalization, and the proposed project directly supports that vision. It establishes a civic and institutional anchor in the heart of downtown, activates an underutilized site with public-facing improvements, and preserves historic architectural character while introducing

modern additions that complement the surrounding neighborhood. The project also supports economic activity through employment opportunities, training programs, and events, while advancing shared parking strategies and sustainable urban design.

The application satisfies the approval criteria of UDC Section 3.06.030 by:

1. providing a complete submittal with sufficient information for review (3.06.030.A);
2. demonstrating consistency with the 2030 Comprehensive Plan as previously described (3.06.030.B);
3. promoting the health, safety, and general welfare of the community through the revitalization of a historic structure (3.06.030.C);
4. ensuring compatibility with surrounding zoning and historic resources with the proposed building renovations (3.06.030.D); and
5. confirming that the property is suitable for the proposed uses as previously described (3.06.030.E).

The proposal also complies with the PUD criteria in UDC Section 3.06.040(A) by:

1. creating a balanced community through employment, civic, and training opportunities with the proposed renovation of Georgetonian building and new additions (3.06.040.A.1);
2. providing an orderly arrangement of land uses that respects the downtown fabric and adjacent historic properties by revitalizing the Property within the Downtown and Old Town Overlay Districts (3.06.040.A.2);
3. enhancing connectivity and transportation systems including pedestrian and shared parking strategies (3.06.040.A.3); and
4. integrating cultural and civic amenities that contribute to Georgetown's identity and sense of place (3.06.040.A.4–6).

The application is complete, and the information contained within the application is sufficient and correct enough to allow adequate review and final action.

The following documents are included with the PUD major amendment application:

1. Complete application
2. Property Owner's Consent Form
3. Letter of Intent
4. Property Survey
5. UDC Comparison Chart
6. Development Plan
7. Exhibits

TMLIRP are committed to working with City staff, stakeholders, and the community to ensure the success of this important project. We respectfully request approval of this PUD application.

Sincerely,

Pamela Madere

Exhibit 6
UDC Approval Criteria Review

ZONING MAP AMENDMENT (REZONING) APPROVAL CRITERIA	
1. The application is complete and the information contained within the application is sufficient and correct enough to allow adequate review and final action.	**Complies**
This application was reviewed by staff and deemed to be complete.	
2. The zoning change is consistent with the Comprehensive Plan.	**Complies**
The southern parcel of the subject property has a Future Land Use designation of Special Area, which is intended to integrate a variety of complementary uses with an emphasis on retail, office, and entertainment activities. The two northern parcels are designated Mixed-Density Neighborhood (MDN), which is intended to accommodate medium-density residential development, neighborhood-serving commercial uses, and civic uses. The proposed rezoning is consistent with these Future Land Use designations by expanding an established mixed-use district while preserving and adaptively reusing historic structures. The request also advances Land Use Policies #4, #5, #7, and #14 by encouraging reinvestment in downtown, supporting the continued vitality of the urban core, and revitalizing the historic Georgetonian as a prominent gateway landmark. In addition, the proposal supports Land Use Policies #1 and #13 by providing a complementary mix of civic, employment, and community-oriented uses that strengthen institutional investment and reinforce downtown Georgetown as a regional destination.	

3. The zoning change promotes the health, safety or general welfare of the City and the safe orderly, and healthful development of the City.	**Complies**
The requested rezoning promotes the orderly development of the area by extending the existing Mixed-Use Downtown (MU-DT) zoning to parcels that function as part of a unified redevelopment project. While this portion of historic Georgetown has long contained a mix of residential and non-residential uses, the proposed zoning better aligns with the established character of the surrounding area and supports coordinated redevelopment of the site. The project will also preserve historic structures while encouraging reinvestment, which contributes to the long-term health, safety, and general welfare of the community.	
4. The zoning change is compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood.	**Complies**

The subject property is located within both the Downtown Overlay District and the Old Town Historic Overlay District, an area characterized by a mix of residential, commercial, civic, and institutional uses. Surrounding properties include single-family residences, St. John's Methodist Church, a four-plex, surface parking, office uses, salons, and other Mixed-Use Downtown developments. The requested MU-DT zoning is compatible with the existing pattern of development and provides a logical extension of the surrounding zoning districts. The proposal also supports the adaptive reuse of historic buildings while maintaining the mixed-use character that defines this portion of downtown Georgetown.

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 suitable for development under the proposed Mixed-Use Downtown (MU-DT) zoning district. The site is served by existing public infrastructure, has adequate access, and does not contain natural features or site constraints that would limit development. Additionally, the property's location within downtown Georgetown and adjacent to existing MU-DT zoning makes it well suited for the range of commercial, office, residential, and civic uses permitted within the district.	

PLANNED UNIT DEVELOPMENT (PUD) APPROVAL CRITERIA	
1. A variety of housing types, employment opportunities, or commercial services to achieve a balanced community.	**Complies**
The proposed PUD supports a balanced community by facilitating the adaptive reuse and redevelopment of the Georgetonian site to provide employment, civic, and community-oriented uses. The proposed development will introduce additional services and opportunities within the downtown area while contributing to the continued vitality and mixed-use character of the district.	
2. An orderly and creative arrangement of all land uses with respect to each other and to the entire community.	**Complies**
The proposed PUD provides for an orderly and creative arrangement of land uses by integrating new uses within an existing historic structure and surrounding downtown context. The redevelopment of the Georgetonian site supports the preservation of a significant historic resource while allowing for a complementary mix of uses that strengthens the connection between the Downtown and Old Town areas.	
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.	**Complies**

PLANNED UNIT DEVELOPMENT (PUD) APPROVAL CRITERIA	
The proposed PUD supports an integrated transportation system by improving pedestrian connectivity within the downtown area and incorporating shared parking strategies to maximize existing resources. The redevelopment of the Georgetonian site will enhance the pedestrian environment by creating a more active and accessible destination.	
4. The provisions of cultural or recreational facilities for all segments of the community.	**Complies**
The proposed PUD provides community-oriented amenities through the inclusion of civic and conference facilities that will expand opportunities for public gatherings, events, and community engagement. Additionally, the conceptual plan incorporates open space amenities that will enhance the pedestrian experience and provide opportunities for residents and visitors within the Downtown and Old Town areas to enjoy the open space.	
5. The location of general building envelopes to take maximum advantage of the natural and manmade environment.	**Complies**
The proposed PUD takes advantage of the existing natural and built environment by preserving heritage trees onsite, incorporating additional landscaping, and utilizing the existing Georgetonian structure. The adaptive reuse of this historic building maximizes an existing downtown asset and supports reinvestment within a prominent location near the gateway to downtown Georgetown.	
6. The staging of development in a manner which can be accommodated by the timely provision of public utilities, facilities, and services.	**Complies**
The proposed PUD is located within an established area of downtown Georgetown and is already served by existing public utilities, facilities, and services. As a redevelopment project, the proposal will utilize existing infrastructure and can be accommodated through the continued provision of municipal services.	

City of Georgetown, Texas
City Council
August 25, 2026

SUBJECT:
First Reading - 2025-8-SUP - 2815 N. Austin Ave

SUGGESTED ACTION:
Public Hearing and First Reading of an Ordinance on a request for a Special Use Permit (SUP) for the specific use of “Car Wash” in the General Commercial (C-3) zoning district on the property located at 2815 North Austin Avenue, Georgetown, Texas, bearing the legal description of 1.951 acres out of the Antonio Flores Survey, Abstract No. 235 (2025-8-SUP) -- Matt Skawin, Planner

ITEM SUMMARY:
The applicant is requesting approval of a Special Use Permit to allow a car wash on approximately 1.951 acres located at 2815 North Austin Avenue. The property is currently zoned General Commercial (C-3), which permits a car wash only with approval of a Special Use Permit. The proposed development would be located immediately south of the existing QT gas station and convenience store and includes additional buffering and screening measures to address nearby residential uses. Staff reviewed the request against the applicable approval criteria and recommends approval.

FINANCIAL IMPACT:
None. The applicant has paid the required application fees.

SUBMITTED BY:
Anish Dsouza, Planning Department

ATTACHMENTS:
2025-8-SUP Ordinance with Exhibits.pdf
2025-8-SUP - Presentation.pdf
2025-8-SUP-Staff Report.pdf
Exhibit 2 - Future Land Use Map.pdf
Exhibit 1 - Location Map.pdf
Exhibit 3 - Zoning Map.pdf
Exhibit 4 - Conceptual Site Plan.pdf
Exhibit 5 - Letter of Intent.pdf
Exhibit 6 - 2025-8-SUP- Approval Criteria Staff Analysis.pdf

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, GRANTING A SPECIAL USE PERMIT FOR THE SPECIFIC USES OF A CAR WASH WITHIN THE GENERAL COMMERCIAL (C-3) ZONING DISTRICT, FOR THE PROPERTY LOCATED AT 2815 NORTH AUSTIN AVENUE, BEARING THE LEGAL DESCRIPTION OF 1.951 ACRES OUT OF THE ANTONIO FLORES SURVEY, ABSTRACT NO. 235; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an application has been made to the City for the purpose of allowing a special use of the following described real property ("the Property"):

1.951 acres out of the Antonio Flores Survey, Abstract No. 235, generally located at 2815 North Austin Avenue, as recorded in Document Number 2024056858 of the Official Public Records of Williamson County, Texas, hereinafter referred to as "the Property"; and

WHEREAS, the Planning and Zoning Commission, at a meeting on August 4, 2026, held the required public hearing and submitted a recommendation of approval to the City Council for the requested rezoning of the Property; and

WHEREAS, public notice of such hearing was accomplished in accordance with State Law and the City's Unified Development Code through newspaper publication, signs posted on the Property, and mailed notice to nearby property owners; and

WHEREAS, the City Council, at a meeting on August 25, 2026, held an additional public hearing prior to taking action on the requested special use of the Property.

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

Section 1. The meeting at which this ordinance was approved was conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 2. The facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and correct and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim.

Section 3. The City Council hereby finds that this Ordinance implements the vision, goals, and policies of the Georgetown 2030 Comprehensive Plan and further finds that the enactment of this Ordinance is not inconsistent or in conflict with any other policies or provisions of the 2030 Comprehensive Plan and the City's Unified Development Code.

Section 4. The Zoning District for the Property shall remain General Commercial (C-3) and the Ordinance allowing for the special use of a Car Wash on the property is hereby adopted, in accordance with the attached ***Exhibit A*** (Conceptual Site Plan), subject to the following conditions:

1. Hours of Operation: 7:00 a.m.- 8:00 p.m.

Section 5. All ordinances or resolutions that conflict with the provisions of this ordinance are hereby repealed, and all other ordinances or resolutions of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

Section 6. If any provision of this ordinance, or application thereof, to any person or circumstance, shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this ordinance, which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are hereby declared to be severable.

Section 7. The Mayor is hereby authorized to sign this ordinance and the City Secretary to attest. This Ordinance shall become effective and be in full force and effect immediately in accordance with the provisions of the City Charter of the City of Georgetown.

PASSED AND APPROVED on First Reading on the _____of _____, 2026.

PASSED AND APPROVED on Second Reading on the _____ of _____, 2026.

CITY OF GEORGETOWN, TEXAS

_____

Josh Schroeder, Mayor

ATTEST:

_____

Robyn Densmore, City Secretary

APPROVED AS TO FORM:

_____

Skye Masson, City Attorney

EXHIBIT A

QUIKTRIP #4184
CITY OF GEORGETOWN PROJECT NO.: 2021-38-SDP

CDP LEGEND

- EXISTING
- DEMO
- PROPOSED

VARIABLE WIDTH ELECTRIC EASEMENT
DOCUMENT NO. 2023035018, O.P.R.

LOT A
LOT 1B
BLOCK A
2.593 ACRES
REPLAT OF INNER LOOP ADDITION PHASE 2
DOCUMENT NO. 2023022787, O.P.R.
OWNER: QT SOUTH LLC
ZONED: C-3

UTILITY EASEMENT
DOCUMENT NO. 2022091715, O.P.R.

UTILITY EASEMENT
DOCUMENT NO. 2022091674, O.P.R.-10.j

EXISTING ASPHALT TO BE REMOVED

EMPLOYEE PARKING

QT ACCESS & UTILITY EASEMENT
DOCUMENT NO. 2021144184, O.P.R.-10.k

1.951 ACRES
84,986 SQ FT
REMAINDER OF A CALLED 2.51 ACRES
BUEN PERRO HOLDINGS, LLC
DOCUMENT NO. 2016071656, O.P.R.
ZONED: C-3

ANTONIO FLORES
ABSTRACT NO. 235

U.S. HIGHWAY 81
(VOL. 279, PG. 147, D.R.W.C.T.)
NORTH AUSTIN AVENUE
SPUR 158
VARIABLE WIDTH R.O.W.

VARIABLE WIDTH DRAINAGE EASEMENT
DOCUMENT NO. 2022078903, O.P.R.

10' BUILDING SETBACK LINE
PER ZONING

LOT 1A
BLOCK A
5.355 ACRES
REPLAT OF INNER LOOP ADDITION PHASE 2
DOCUMENT NO. 2023022787, O.P.R.
OWNER: QT SOUTH LLC
ZONED: C-3

15' SANITARY SEWER EASEMENT
DOCUMENT NO. 2022078903, O.P.R.

20' PERMANENT UTILITY EASEMENT
DOCUMENT NO. 9616339, O.P.R. -10.i

CALLED 2.10 ACRES
OWNER: NEW LIFE MINISTRY OF GEORGETOWN, INC.
DOCUMENT NO. 9667620, O.P.R.
ZONED: MF-2

20 10 0 20 40

PROJECT NO.:3500.30

MATKIN HOOVER ENGINEERING & SURVEYING
8 SPENCER ROAD, SUITE 100
BOERNE, TEXAS 78006
OFFICE: 830.249.0600
CONTACT@MATKINHOOVER.COM
TEXAS REGISTERED ENGINEERING FIRM F-10024500
TEXAS REGISTERED SURVEYING FIRM F-10024500

Bubble Bath No. 61758

2815 N AUSTIN AVE N
GEORGETOWN, TEXAS 78626

QT
BUBBLE BATH CARWASH

PROTOTYPE:	P-001
DIVISION:	
VERSION:	001
DESIGNED BY:	
DRAWN BY:	
REVIEWED BY:	

REV	DATE	DESCRIPTION

ORIGINAL ISSUE DATE:

SHEET TITLE:
SITE/DEMO PLAN

SHEET NUMBER:
1

FILE LOCATION:Z:\PROJECTS\3500 - Quik Wash, Katy TX\3500.30 - 4184, N Austin Ave & NE Inner Loop Rd, Georgetown TX\Exhibits\4184 - CDP.dwg TAB NAME:Site Demo USER:pchapman SAVED:7/9/2026 2:33 PM PLOTTED:7/9/2026 2:34 PM

QUIKTRIP #4184
CITY OF GEORGETOWN PROJECT NO.: 2021-38-SDP

U.S. HIGHWAY 81
(VOL. 279, PG. 147, D.R.W.C.T.)
NORTH AUSTIN AVENUE
SPUR 158
VARIABLE WIDTH R.O.W.

N16° 56' 35"E 280.16'

S72° 20' 19"E 197.05'

N73° 06' 15"W 413.40'

S21° 00' 54"E 357.76'

LOT A
LOT 1B
BLOCK A
2.593 ACRES
REPLAT OF INNER LOOP ADDITION PHASE 2
DOCUMENT NO. 2023022787, O.P.R.
OWNER: QT SOUTH LLC
ZONED: C-3

LOT 1A
BLOCK A
5.355 ACRES
REPLAT OF INNER LOOP ADDITION PHASE 2
DOCUMENT NO. 2023022787, O.P.R.
OWNER: QT SOUTH LLC
ZONED: C-3

1.951 ACRES
84,986 SQ FT
REMAINDER OF A CALLED 2.51 ACRES
BUEN PERRO HOLDINGS, LLC
DOCUMENT NO. 2016071656, O.P.R.
ZONED: C-3

CALLED 2.10 ACRES
OWNER: NEW LIFE MINISTRY OF GEORGETOWN, INC.
DOCUMENT NO. 9667620, O.P.R.
ZONED: MF-2

ANTONIO FLORES
ABSTRACT NO. 235

120' CARWASH TUNNEL
FFE=730.00'
GFA=4381 SQ FT
BLDG. HT.= 23'-0"

BUG WASH

FLAG POLE

DUMPSTER ENCLOSURE
[RE: ARCH.]

SHARED DRIVE WITH
QUIKTRIP #4184

EMPLOYEE PARKING

PAY TERMINALS

EMPLOYEE
ADA ACCESSIBLE SPACE

VACUUM VAN
ACCESSIBLE SPACE

"DO NOT ENTER" SIGN

SIDEWALK

30' CROSS ACCESS EASEMENT

6' MASONRY BUFFER WALL

SEE DETAIL "A"

1/2" IRON ROD

SITE LEGEND

- BOUNDARY LINE
- CONCRETE CURB
- (7) PARKING SPACE INDICATOR
- AREA LIGHT
- UGT — PROPOSED UNDERGROUND TELECOMMUNICATION
- UGE — PROPOSED UNDERGROUND ELECTRIC
- WTR — PROPOSED WATER
- SS — PROPOSED SANITARY SEWER
- PROPOSED STORM SEWER

CITY OF GEORGETOWN PARKING CALCULATIONS

(SEC. 9.02 – PARKING REQUIREMENTS)
GOVERNING DEVICE; CODE OF ORDINANCES OF GEORGETOWN, TEXAS, CHAPTER 9 (UNIFIED DEVELOPMENT CODE)

BUILDING GROSS FLOOR AREA (GFA): 4,381 SQ-FT
PERMITTED USE [Table 9.02.030.A]: "CAR WASH"

REQUIRED: MINIMUM – 1 PER 200 SF GFA (DOES NOT INCLUDE SELF-SERVICE FACILITY) + 2 SPACES.

PARKING COUNT CALCULATIONS:

	MINIMUM
REQUIRED –	26
PROVIDED –	26
ACCESSIBLE PARKING	
REQUIRED (VAN) –	1
PROVIDED (VAN) –	2

	SQFT	ACRES
EXISTING IMPERVIOUS COVER:	17,155	0.393
PROPOSED IMPERVIOUS COVER:	36,962	0.848
TOTAL IMPERVIOUS COVER:	57,426	1.318

20 10 0 20 40

PROJECT NO.:3500.30

MATKIN HOOVER ENGINEERING & SURVEYING
8 SPENCER ROAD, SUITE 100
BOERNE, TEXAS 78006
OFFICE: 830.249.0600
CONTACT@MATKINHOOVER.COM
TEXAS REGISTERED ENGINEERING FIRM F-10245
TEXAS REGISTERED SURVEYING FIRM F-10024500

Bubble Bath No. 61758

2815 N AUSTIN AVE N
GEORGETOWN, TEXAS 78626

QT BUBBLE BATH CARWASH

PROTOTYPE:	P-001
DIVISION:	
VERSION:	001
DESIGNED BY:	
DRAWN BY:	
REVIEWED BY:	

REV	DATE	DESCRIPTION

ORIGINAL ISSUE DATE:

SHEET TITLE:
SITE (PRELIM)

SHEET NUMBER:
2

FILE LOCATION:Z:\PROJECTS\3500 – Quik Wash, Katy TX\3500.30 – 4184, N Austin Ave & NE Inner Loop Rd, Georgetown TX\Exhibits\4184 – CDP.dwg TAB NAME:Site (Prelim) USER:pchapman SAVED:7/9/2026 2:49 PM PLOTTED:7/9/2026 3:07 PM

QUIKTRIP #4184
CITY OF GEORGETOWN PROJECT NO.: 2021-38-SDP

ME 729.25

S72° 20' 19"E 197.05'

LOT A
LOT 1B
BLOCK A
2.593 ACRES
REPLAT OF INNER LOOP ADDITION PHASE 2
DOCUMENT NO. 2023022787, O.P.R.
OWNER: QT SOUTH LLC
ZONED: C-3

FG 728.50

FG 729.60

FG 729.60

FG 730.00

FG 730.00

APPROX. 14,000 CU. FT.
UNDERGROUND DETENTION

FG 729.60

FG 729.08

FG 728.72

FG 728.80

SHARED DRIVE WITH QUIKTRIP #4184

GRADE BREAK

ME 725.45

ME 724.85

WATER QUALITY TREATMENT

120' CARWASH TUNNEL
FFE=730.00'
GFA=4381 SQ FT
BLDG. HT.= 23'-0"

S21° 00' 54"E 351.76'

LOT 1A
BLOCK A
5.355 ACRES
REPLAT OF INNER LOOP ADDITION PHASE 2
DOCUMENT NO. 2023022787, O.P.R.
OWNER: QT SOUTH LLC
ZONED: C-3

N73° 06' 15"W 413.40'

CALLED 2.10 ACRES
OWNER: NEW LIFE MINISTRY OF GEORGETOWN, INC.
DOCUMENT NO. 9667620, O.P.R.
ZONED: MF-2

U.S. HIGHWAY 81
(VOL. 279, PG. 147, D.R.W.C.T.)
NORTH AUSTIN AVENUE
SPUR 158
VARIABLE WIDTH R.O.W.

N16° 56' 35"E 280.16'

GRADING LEGEND

ST	STORM PIPE (< 10" NEW)
	STORM PIPE (> 12" NEW)
	STORM PIPE (> 12" EXISTING)
FD	FRENCH DRAIN
CD	BACK OF CURB DRAIN
XXXX	MAJOR CONTOUR (NEW)
XXXX	MINOR CONTOUR (NEW)
XXX	MAJOR CONTOUR (EXISTING)
XXX	MINOR CONTOUR (EXISTING)
ADA	ADA PATH OF TRAVEL
TC XXXX.XX G XXXX.XX	TOP OF CURB ELEVATION (NEW) GUTTER ELEVATION (NEW)
FG XXXX.XX	FINISHED GRADE ELEVATION (NEW)
FG XXXX.XX	SPOT ELEVATION (EXISTING)
	STORM GRATE (NEW)

MISCELLANEOUS GRADING NOTES

1. WHEN PLAN GRADES DEPICT RUNOFF TO BE DIRECTED AWAY FROM THE CURB, USE DRAIN AWAY CURB ALTERNATE. (RE: "MONOLITHIC CURB DETAIL-BARRIER" F1-C520 DETAIL)

20 10 0 20 40

MATKIN HOOVER ENGINEERING & SURVEYING
8 SPENCER ROAD, SUITE 100
BOERNE, TEXAS 78006
OFFICE: 830.249.0600
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TEXAS REGISTERED ENGINEERING FIRM F-10245
TEXAS REGISTERED SURVEYING FIRM F-10024500

PROJECT NO.:3500.30

Bubble Bath No. 61758

2815 N AUSTIN AVE N
GEORGETOWN, TEXAS 78626

QT BUBBLE BATH CARWASH

PROTOTYPE:	P-001
DIVISION:	
VERSION:	001
DESIGNED BY:	
DRAWN BY:	
REVIEWED BY:	

REV	DATE	DESCRIPTION

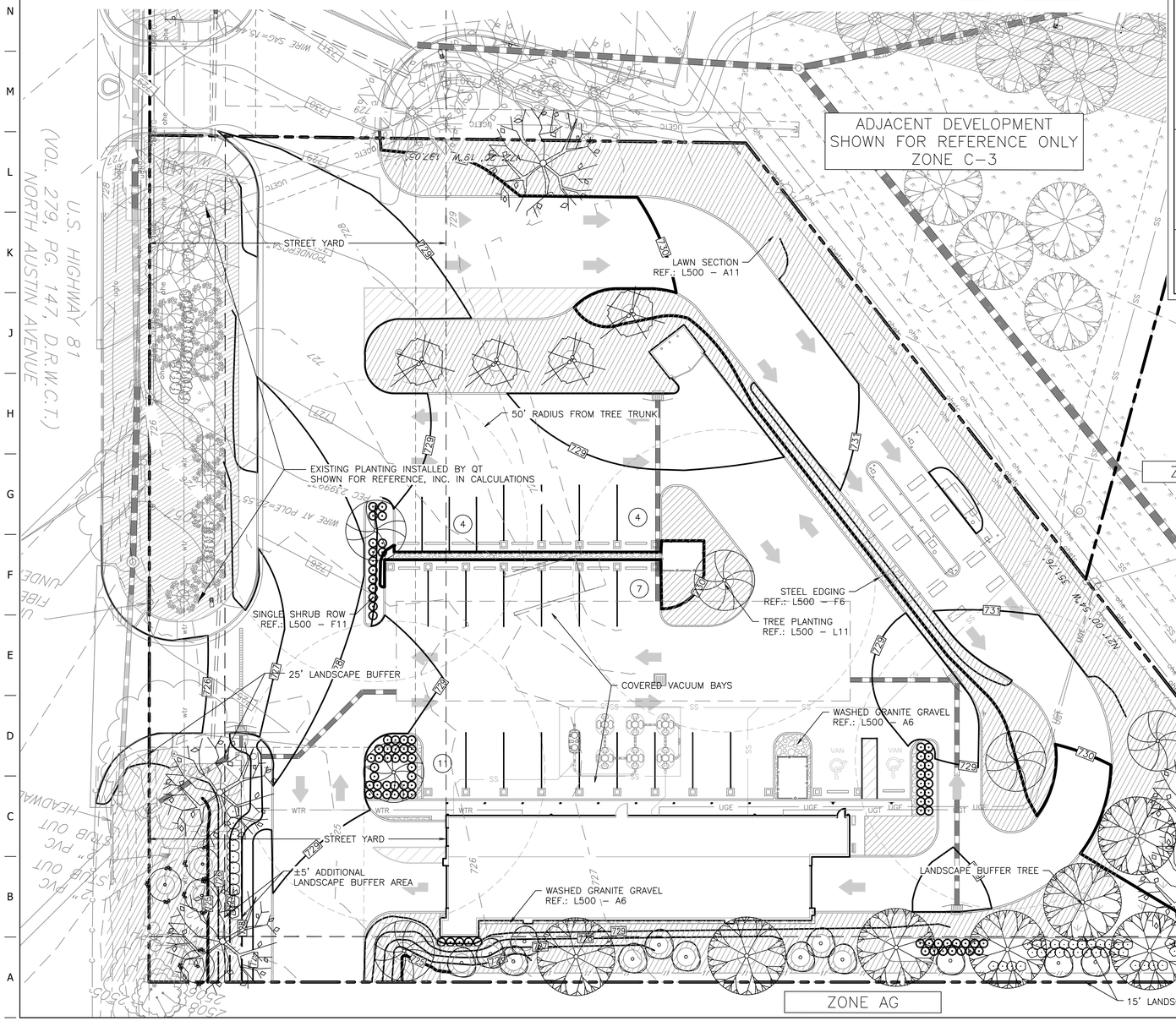
ORIGINAL ISSUE DATE:

SHEET TITLE:
GRADING (PRELIM)

SHEET NUMBER:
3

FILE LOCATION:Z:\PROJECTS\3500 - Quik Wash, Katy TX\3500.30 - 4184, N Austin Ave & NE Inner Loop Rd, Georgetown TX\Exhibits\4184 - CDP.dwg TAB NAME:Grading (Prelim) USER:pchapman SAVED:7/9/2026 2:49 PM PLOTTED:7/9/2026 3:07 PM

TREE SURVEY			
TREE TAG	SPECIES	CALIPER	DISPOSITION
6056	HACKBERRY	18"	REMOVE
6057	HACKBERRY	22"	PRESERVE
HACKBERRY TREES ARE NOT CONSIDERED PROTECTED TREES PER SEC. 8.02.020. - TREE CLASSIFICATIONS ESTABLISHED. NO MITIGATION REQUIRED.			



Landscape Schedule

USE	SYMBOL	COMMON NAME *Botanical Name*	MINIMUM SIZE HEIGHT/SPREAD	QTY.	WATER USE	DECID./ EVERG.	MATURE SIZE (HxW)*	COMMENTS
SHRUBS		WINTERGREEN BOXWOOD *Buxus micro. koreana*	HEIGHT/SPREAD RATIO = 3:2 24–30"H X 16"ø	17 (10%) ALL EXIST'G	M	E	3' X 4'	SEE LANDSCAPE PLAN AND ASSOCIATED DETAILS FOR LANDSCAPE BED LOCATIONS AND SHRUB SPACING
		CARISSA HOLLY *Ilex cornuta 'Carissa'*	HEIGHT/SPREAD RATIO = 3:2 24–30"H X 16"ø	82 (51%)	L	E	3' x 4'	SHRUBS MUST BE A MIN. 2' HIGH AT TIME OF PLANTING W/ MATURE HT. OF 3'–4' WITHIN 2 YEARS. PLANTING BEDS TO BE 3' WIDE, MIN. PER CITY OF GEORGETOWN. *MATURE SIZE – 100%
		DON'S DWARF WAX MYRTLE *Myrica cerifera 'Don's Dwarf'*	HEIGHT/SPREAD RATIO = 3:2 24–30"H X 16"ø	(39%) 7 EXIST'G 56 PROPOSED	M	E	3' X 4'	
ORNAMENTAL TREES		TEXAS REDBUD *Cercis canadensis 'Texensis'*	3" CALIPER (TOTAL) 8'–10' HT	10 (26%) ALL EXIST'G	L	D	15–30'H X 12–15'W	SEE LANDSCAPE PLAN AND ASSOCIATED DETAILS FOR TREE PLACEMENT, AND PLANTING SPECIFICATIONS CONTRACTOR TO VERIFY TREE TYPE, LOCATION, SIZE, HEIGHT, AND SPREAD WITH QT REPRESENTATIVE PRIOR TO INSTALLATION *MATURE SIZE – 75% OF MAXIMUM
		YAUPON HOLLY *Ilex vomitoria*	15 Gallon 4'–6' HT	17 (44%)	L–M	E	15–20'H X 10–15'W	
		CRAPE MYRTLE *Lagerstroemia indica*	3" CALIPER (TOTAL) 8'–10' HT	(20%) 4 EXIST'G 4 PROPOSED	L–M	D	20–30'H X 10–20'W	
		TEXAS MOUNTAIN LAUREL *Sophora secundiflora*	15 GALLON 4'–6' HT	(10%) 2 EXIST'G 4 PROPOSED	L	E	10–20'H X 8–12'W	
SHADE/EVERGREEN TREES		LIVE OAK *Quercus virginiana*	3" CALIPER 12'–14' HT	7 (35%)	L–VL	E	30–50'H X 50'+W	
		CEDAR ELM *Ulmus crassifolia*	3" CALIPER 12'–14' HT	7 (35%)	L	D	25–60'H X 25–35'W	
		LACEBARK ELM *Ulmus parvifolia*	3" CALIPER 12'–14' HT	6 (30%)	L–VL	D	30'H X 40–50'W	
GROUND COVER		TIF–TUF BERMUDA	SOD	20,870 S.F.	M	D	NA	NOTE: PLANT COUNTS ARE FOR ENTIRE PROPERTY
		BERMUDA 419	HYDROSEED	3,953 S.F.	M	D	NA	
		WASHED GRANITE GRAVEL, 1/2"–1" SIZE, 3" DEEP, COMPACTED OVER PERMEABLE WEED BARRIER FABRIC		410 S.F.	NA	NA	NA	

LANDSCAPE REQUIREMENTS

	REQUIRED ORDINANCE	PROVIDED
GATEWAY CORRIDOR OVERLAY DIST.	NORTH AUSTIN AVE. GATEWAY CORRIDOR	
	EXISTING SITE IMPROVEMENTS INSTALLED BY QT	
	25' LANDSCAPE BUFFER ±200' X 25' = 5,000 SF/1000 = 5 LS UNITS 2 SHADE TREES + 5 SHRUBS / 1000 SF SHADE TREES: 2X5 = 10 SHADE TREES SHRUBS: 5X5 = 25 SHRUBS	SHADE TREES: 1 EXISTING HACKBERRY ORNAMENTAL TREES: 16 (2 ORN. TREES IN PLACE OF ONE SHADE TREE SUBSTITUTED FOR REMAINDER OF SHADE TREES DUE TO OVERHEAD UTILITY LINES) SHRUBS: 25
	PROPOSED SITE IMPROVEMENTS	
	25' LANDSCAPE BUFFER ±82' X 25' = 2,050 SF/1000 = 2.05 LS UNITS 2 SHADE TREES + 5 SHRUBS / 1000 SF SHADE TREES: 2X2.05 = 4.1 (4) SHADE TREES SHRUBS: 5X2.05 = 10.25 (10) SHRUBS	SHADE TREES: 2 ORNAMENTAL TREES: 4 (2 ORN. TREES IN PLACE OF ONE SHADE TREE SUBSTITUTED FOR REMAINDER OF SHADE TREES DUE TO OVERHEAD UTILITY LINES) SHRUBS: 10
STREET YARD LANDSCAPING	STREET YARD AREA = ±27,371 SF 20% LANDSCAPE AREA 27,371 X 20% = ±5,474 SF LANDSCAPE AREA SHADE TREES: 4 SHADE TREES / 1ST 10,000 SF + 1.5 SHADE TREES / EVERY ADDL. 10,000 SF 4 TREES SHRUBS: 12 SHRUBS / 1ST 10,000 SF + 4 SHRUBS / EVERY ADDL. 10,000 SF 12 SHRUBS	STREET YARD PROPOSED (36%): ±9,981 SF SHADE TREES (SOME IN UTILITY EASEMENTS): 6 ORNAMENTAL TREE: (EXISTING INSTALLED BY QT): 16 PROPOSED: 4 SHRUBS: 81
PARKING LOT LANDSCAPING	MIN. REQ. LANDSCAPE AREA = 310 SF PARKING STALLS IN STREET YARD = 2 5 STALLS X 20 SF = 100 SF LANDSCAPE AREA PRKG. STALLS NOT LOCATED IN STREET YARD = 1 21 STALLS X 10 SF = 210 SF LANDSCAPE AREA MIN. REQ. SHADE TREES 24 REQ. STALLS / 12 = 2 SHADE TREES 2 ADDL. STALLS x 1.5= 3 /12 = .25 (0) NO PRKG. STALL SHALL BE LOCATED FURTHER THAN 50 FT. FROM THE TRUNK OF A TREE UNLESS OTHERWISE APPROVED BY DIRECTOR.	LANDSCAPE AREA PROPOSED: ±1,070 SF 4 SHADE TREES PROVIDED
BUFFERYARD LANDSCAPING	PROPERTY ZONED C–3 ADJ. PROPERTIES ZONED C–3 & AG TYPE 'C' BUFFER YARD REQ. – 15' WIDE W/ 1 SHADE TREE, 2 EVERGREEN ORNAMENTAL TREES & 8 EVERGREEN SHRUBS PER 50 LIN. FT.	±413 / 50 =8.26 UNITS SHADE TREES: 1 x 8.26 = 8.26 (8)+ 5 PER CITY EVERGREEN ORNAMENTAL: 2 x 8.26 = 16.52 (17) EVERGREEN SHRUBS: 8 X 8.26 =66.08 (66)
SCREENING	SCREENING REQUIREMENTS ARE IN ADDITION TO ALL OTHER LANDSCAPE REQUIREMENTS AND MAY NOT BE CREDITED OR COUNTED TOWARD MEETING OTHER REQUIREMENTS.	
	VEHICULAR PARKING AREAS SHALL BE SCREENED FROM STREET VIEW AND ADJ. PROPERTIES USING PLANT MATERIAL, BERM, WALL OR COMBINATION OF THESE. ALL MECHANICAL EQUIP. SHALL BE SCREENED.	EVERGREEN SHRUBS ARE PROPOSED. ALL GROUND LEVEL EQUIP. IS SCREENED WITH EVERGREEN SHRUBS.
GENERAL TREE REQUIREMENTS	MINIMUM SIZES AT TIME OF PLANTING: SHADE TREES: 3" CALIPER ORNAMENTAL TREES: 15 GALLON MITIGATION TREES: 3" CALIPER SHRUBS: 1 GALLON / 5 GALLON IN GATEWAY OVERLAY DIST.	PROVIDED

REGISTERED LANDSCAPE ARCHITECT
DARCY R. BRANDON
3423
STATE OF TEXAS
07/16/2026

MATKIN HOOVER ENGINEERING & SURVEYING
8 SPENCER ROAD SUITE 100
BOERNE, TEXAS 78006
OFFICE: 830.249.0600
CONTACT@MATKINHOOVER.COM
TEXAS REGISTERED ENGINEERING FIRM F-10024500
TEXAS REGISTERED SURVEYING FIRM F-10024500

PROJECT NO.:XXXX

Bubble Bath No. 61758

N. AUSTIN AVE / US HWY 81
GEORGETOWN, TEXAS

QT BUBBLE BATH CARWASH

PROTOTYPE:	P-001
DIVISION:	
VERSION:	001
DESIGNED BY:	
DRAWN BY:	
REVIEWED BY:	

REV	DATE	DESCRIPTION
		ORIGINAL ISSUE DATE:

SHEET TITLE:

LANDSCAPE PLAN

SHEET NUMBER:

L100

QT Bubble Bath #61758
2025-8-SUP

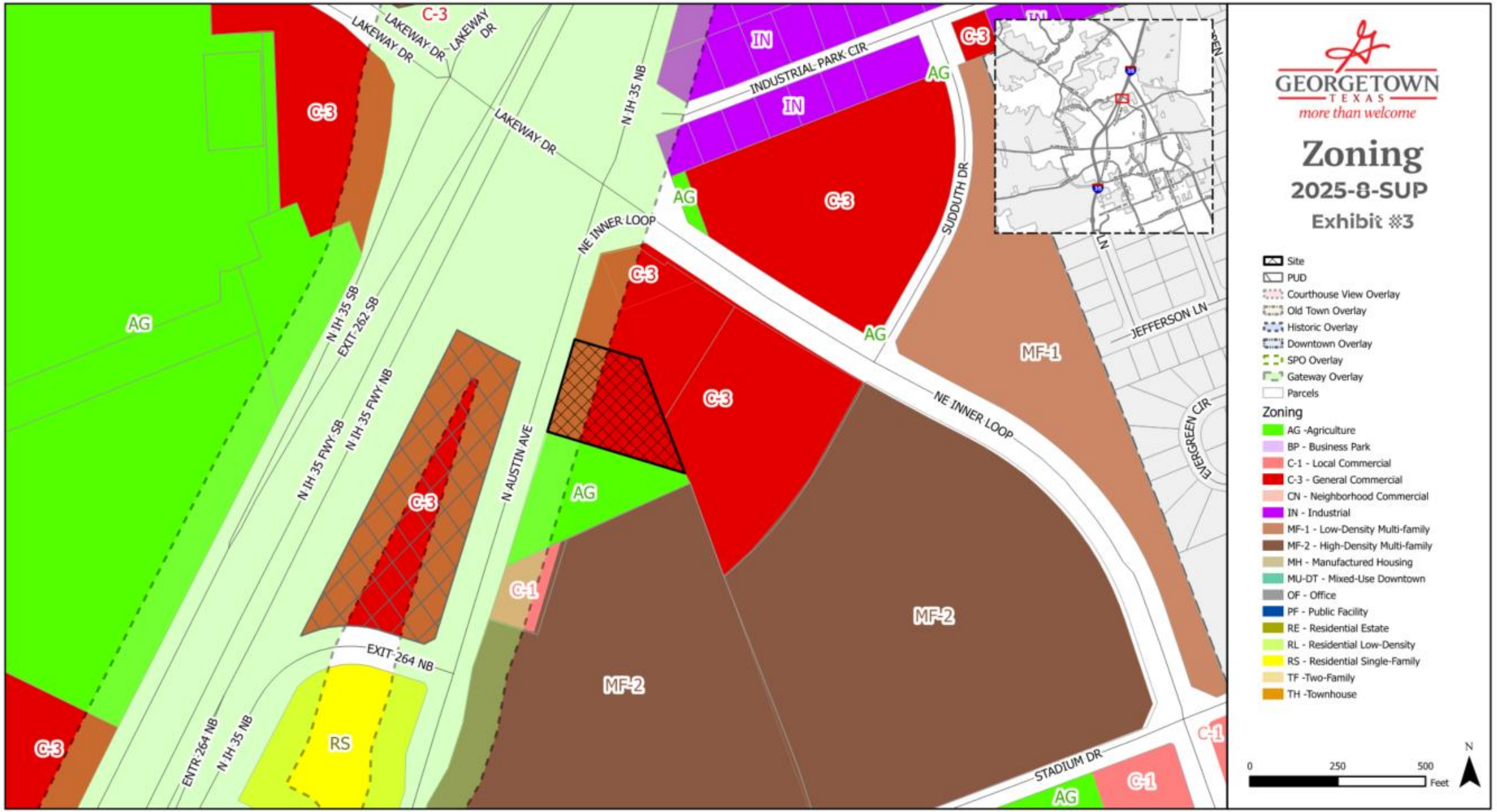
August 25, 2026 | City Council

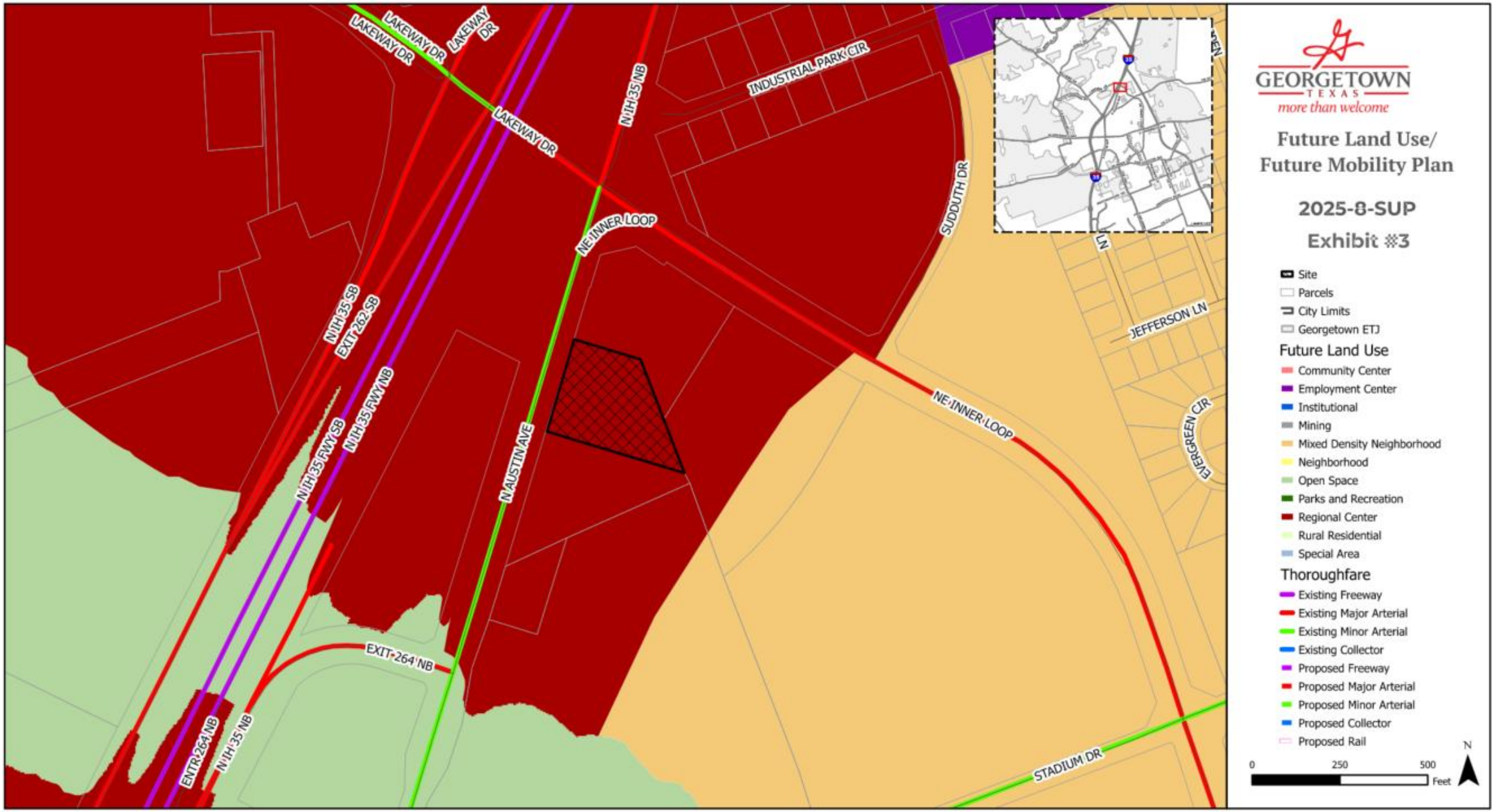
Item Under Consideration

2025-8-SUP

- Public Hearing and possible action on a request for a Special Use Permit (SUP) for the specific use of “Car Wash” in the General Commercial (C-3) zoning district on the property located at 2815 North Austin Avenue, Georgetown, Texas, bearing the legal description of 1.951 acres out of the Antonio Flores Survey, Abstract No. 235 (2025-8-SUP). – Matt Skawin, Planner


Crystal Knoll Terrace
Existing QT Site
Subject Site
Austin Ave Apartments
The Magnolia at Georgetown
LAKEWAY DR
N IH 35 NB
INDUSTRIAL PARK CIR
HICKORY TREE DR
ASPEN TRL
ORANGE TREE LN
NE INNER LOOP
N IH 35 SB
EXIT 262 SB
N IH 35 FWY SB
N IH 35 FWY NB
N AUSTIN AVE
JEFFERSON LN
EVERGREEN CIR
EXIT 264 NB
ENTR 264 NB
STADIUM DR
GEORGETOWN
TEXAS
more than welcome
Aerial
2025-8-SUP
Site
City Limits
Georgetown ETJ
N
0
250
500
Feet


GEORGETOWN
TEXAS
more than welcome
Zoning
2025-8-SUP
Exhibit #3
Site
PUD
Courthouse View Overlay
Old Town Overlay
Historic Overlay
Downtown Overlay
SPO Overlay
Gateway Overlay
Parcels
Zoning
AG -Agriculture
BP - Business Park
C-1 - Local Commercial
C-3 - General Commercial
CN - Neighborhood Commercial
IN - Industrial
MF-1 - Low-Density Multi-family
MF-2 - High-Density Multi-family
MH - Manufactured Housing
MU-DT - Mixed-Use Downtown
OF - Office
PF - Public Facility
RE - Residential Estate
RL - Residential Low-Density
RS - Residential Single-Family
TF -Two-Family
TH -Townhouse
0
250
500
Feet
N
LAKEWAY DR
N IH 35 NB
INDUSTRIAL PARK CIR
NE INNER LOOP
SUDDUTH DR
JEFFERSON LN
EVERGREEN CIR
N IH 35 SB
EXIT 262 SB
N IH 35 FWY SB
N IH 35 FWY NB
N AUSTIN AVE
EXIT 264 NB
ENTR 264 NB
STADIUM DR
AG
C-3
IN
MF-1
MF-2
C-1
RS


LAKEWAY DR
LAKEWAY DR
LAKEWAY DR
LAKEWAY DR
N IH 35 NB
INDUSTRIAL PARK CIR
NE INNER LOOP
SUDDUTH DR
JEFFERSON LN
N IH 35 SB
EXIT 262 SB
N IH 35 FWY NB
N IH 35 FWY SB
N AUSTIN AVE
NE INNER LOOP
EVERGREEN CIR
EXIT 264 NB
ENTR 264 NB
N IH 35 NB
STADIUM DR
GEORGETOWN
TEXAS
more than welcome
Future Land Use/
Future Mobility Plan
2025-8-SUP
Exhibit #3
Site
Parcels
City Limits
Georgetown ETJ
Future Land Use
Community Center
Employment Center
Institutional
Mining
Mixed Density Neighborhood
Neighborhood
Open Space
Parks and Recreation
Regional Center
Rural Residential
Special Area
Thoroughfare
Existing Freeway
Existing Major Arterial
Existing Minor Arterial
Existing Collector
Proposed Freeway
Proposed Major Arterial
Proposed Minor Arterial
Proposed Collector
Proposed Rail
N
0
250
500
Feet

Regional Center (RC)

- Located around high-volume intersections and arterial/highway roads
- Major shopping centers, large scale mixed-use developments, and supporting flex office and warehouse space
- Context sensitive & quality site design and pedestrian access are encouraged to ensure compatibility with adjacent land uses
- Residential uses should be well integrated with non-residential uses, and standalone multifamily is not a supported use

- **DUA:** ≥ 18
- **Target Ratio:**
  - 75% nonresidential
  - 25% vertical mixed-use multifamily
- **Primary Use:** Large retailers, urban residential, hotels, corporate office, restaurants, multi-tenant commercial, big box commercial, live/work/shop units
- **Secondary Uses:** Mixed use, high density residential, specialty retailers, professional office, civic & institutional uses

Summary of Request

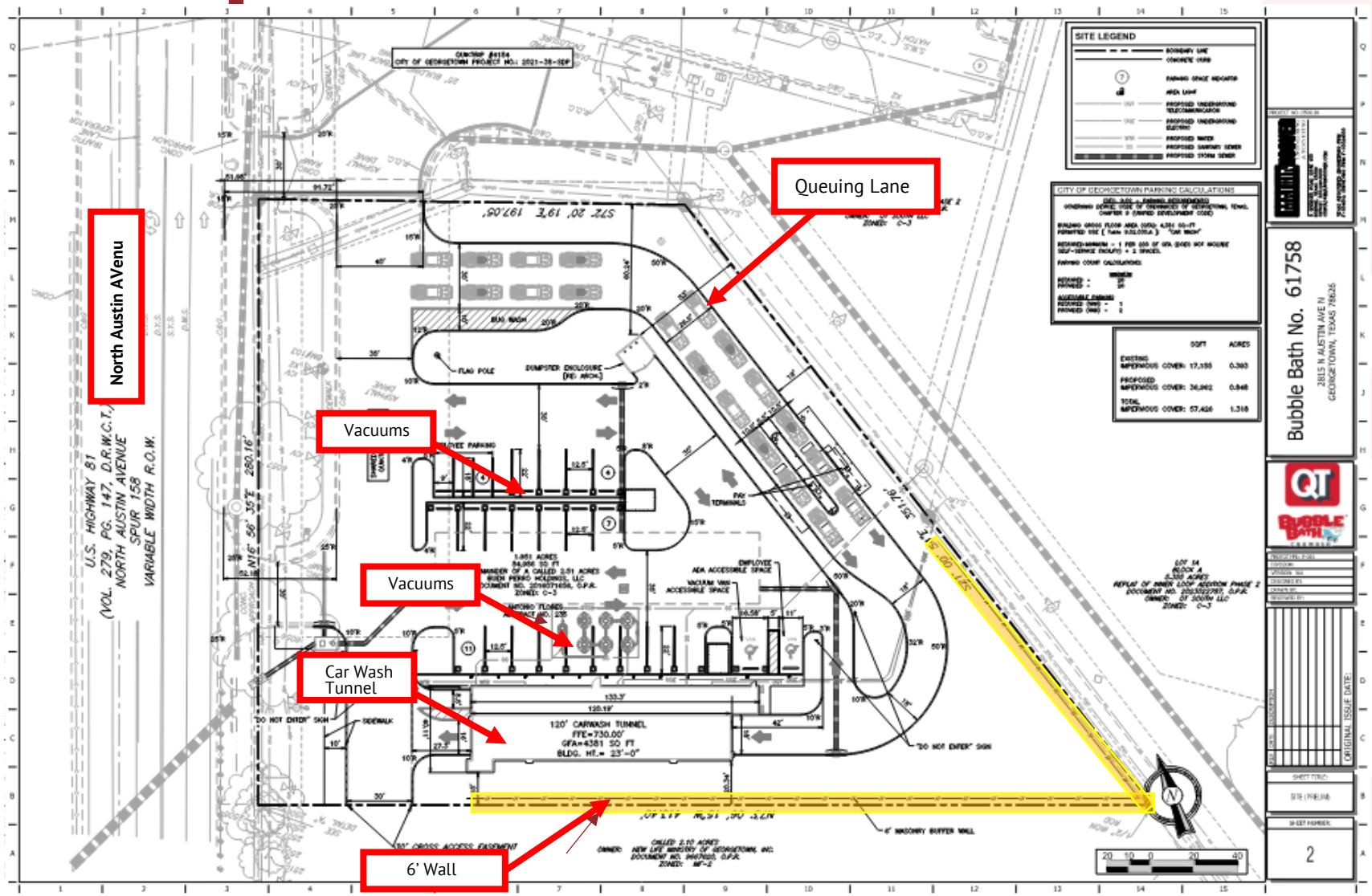
- Applicant is seeking a Special Use Permit for the “Carwash” use
- UDC 5.02.020.U does not allow a fuel sales site to contain a carwash, however the subject site in this request is its own lot.



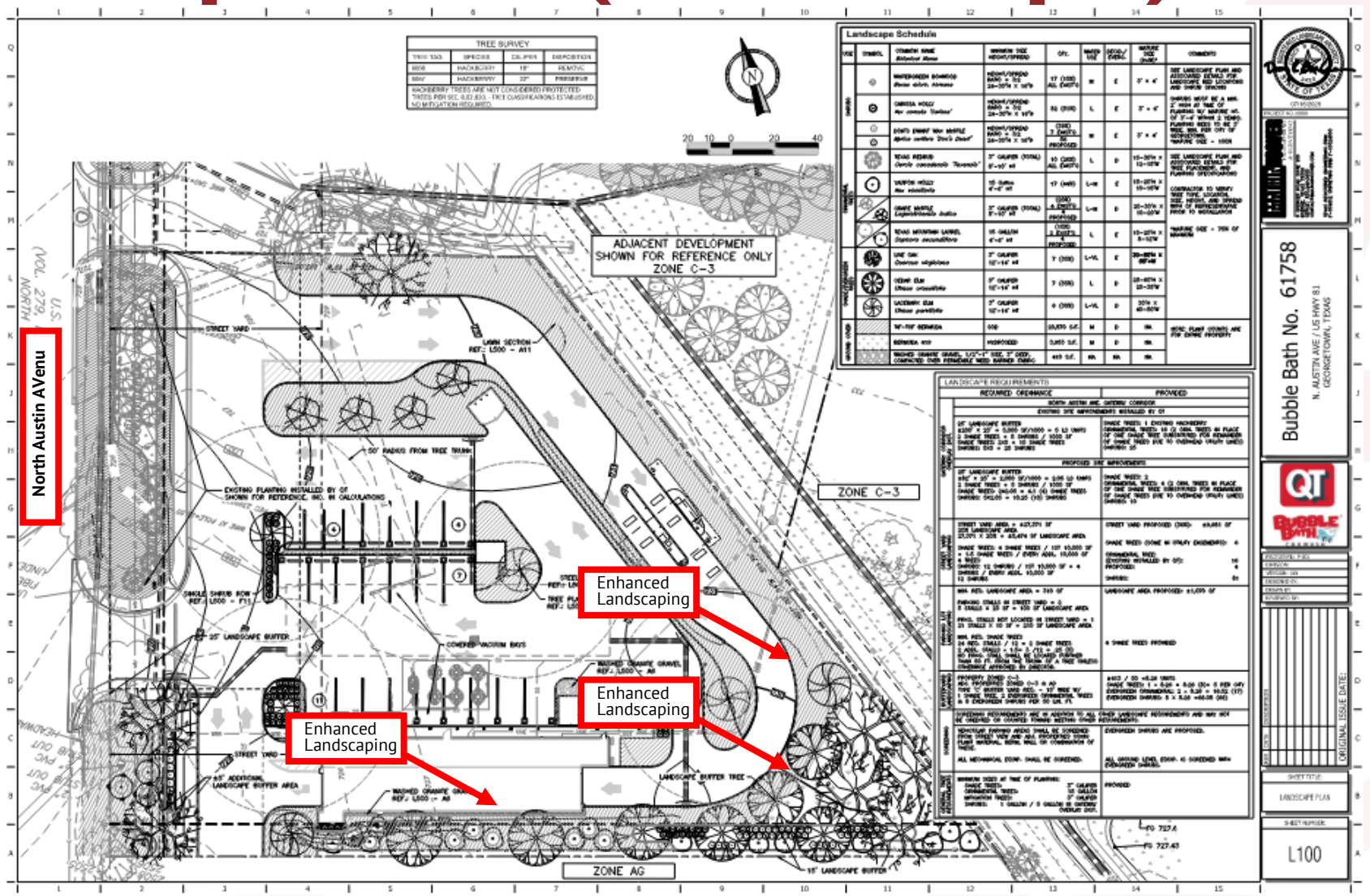
Special Use Permit (SUP)

- The SUP allows for Planning & Zoning Commission and City Council approval of uses with unique or widely varying operating characteristics or unusual site development features, subject to the terms and conditions set forth in the UDC.
- The SUP also allows for additional restrictions to be placed on the use by the Planning & Zoning Commission and the City Council.

Concept Plan



Concept Plan (Landscape)



Approval Criteria – UDC Section 3.07.030

Criteria for SUP	Complies	Partially Complies	Does Not Comply
The proposed special use is not detrimental to the health, welfare, and safety of the surrounding neighborhood or its occupants.	X		
The proposed conceptual site layout, circulation plan, and design are harmonious with the character of the surrounding area.	X		
The proposed use does not negatively impact existing uses in the area and in the City through impacts on public infrastructure such as roads, parking facilities, and water and sewer systems, and on public services such as police and fire protection and solid waste collection and the ability of existing infrastructure and services to adequately provide services.	X		
The proposed use does not negatively impact existing uses in the area and in the City through the creation of noise, glare, fumes, dust, smoke, vibration, fire hazard or other injurious or noxious impact.	X		

Approval Criteria – UDC Section 3.06.030

Criteria for Rezoning	Complies	Partially Complies	Does Not Comply
The application is complete and the information contained within the application is sufficient and correct enough to allow adequate review and final action;	X		
The zoning change is consistent with the Comprehensive Plan;		X	
The zoning change promotes the health, safety or general welfare of the City and the safe orderly, and healthful development of the City;			X

Approval Criteria – UDC Section 3.06.030

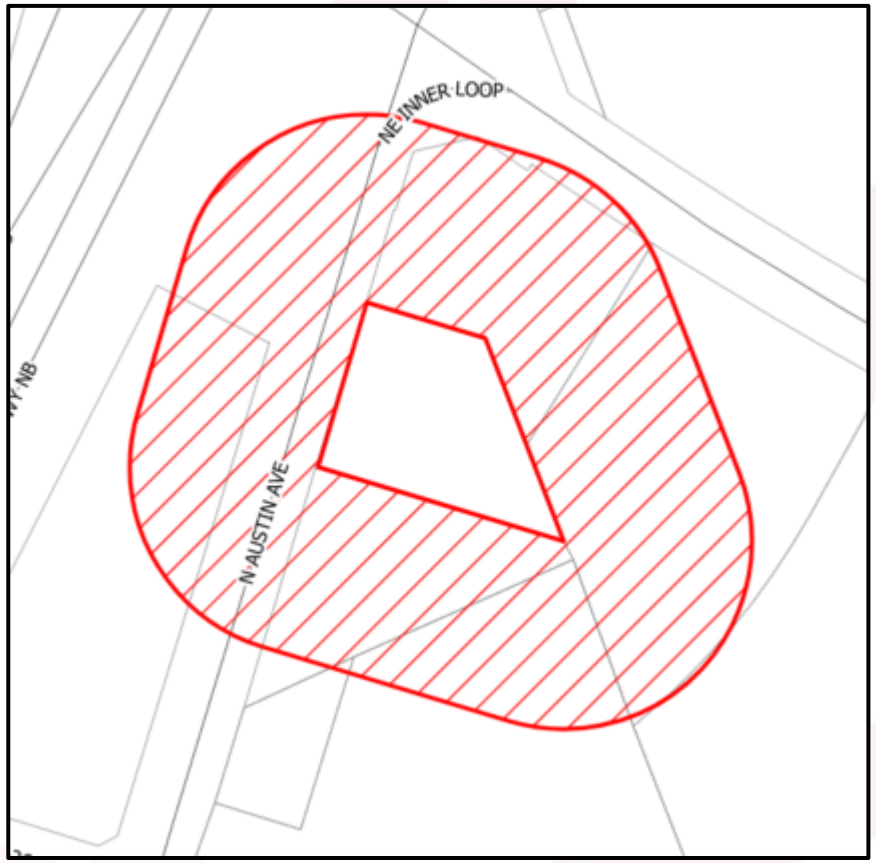
Criteria for Rezoning	Complies	Partially Complies	Does Not Comply
The zoning change is compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood; and			X
The property to be rezoned is suitable for uses permitted by the district that would be applied by the proposed amendment.	X		

Staff Recommendation

- Staff is recommending approval of the Special Use Permit due to the mitigation measures incorporated into the concept plan. The inclusion of a 6-foot masonry wall along the southern and southeastern portions of the site, along with enhanced landscaping within the 15-foot buffer, substantially reduces potential noise and vibration impacts on nearby residential properties. These features provide meaningful screening and help ensure that the proposed use operates in a manner that protects the surrounding neighborhood.

Public Notifications

- 7 property owners within the 300’ buffer
- Notice in Sun News on 6.21.2025
- Signs posted on the property
- To date, staff has received:
  - 0 written comments IN FAVOR
  - 0 written comments OPPOSED



Planning & Zoning Commission Action

- At their 08.04.2026 meeting, the Planning & Zoning Commission recommended Approval of the request (7-0) with the following condition:
  - Hours of Operation: 7:00 a.m.- 8:00 p.m.

Summary

- Public Hearing and possible action on a request for a Special Use Permit (SUP) for the specific use of "Car Wash" in the General Commercial (C-3) zoning district on the property located at 2815 North Austin Avenue, Georgetown, Texas, bearing the legal description of 1.951 acres out of the Antonio Flores Survey, Abstract No. 235 (2025-8-SUP). – Matt Skawin, Planner
- Per UDC Section 3.07.030, the Planning & Zoning Commission shall hold a Public Hearing… and make a recommendation to the City Council.
- The SUP also allows for additional restrictions to be placed on the use by the Planning & Zoning Commission and the City Council.

First Reading of an Ordinance

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, GRANTING A SPECIAL USE PERMIT FOR THE SPECIFIC USES OF A CAR WASH WITHIN THE GENERAL COMMERCIAL (C-3) ZONING DISTRICT, FOR THE PROPERTY LOCATED AT 2815 NORTH AUSTIN AVENUE, BEARING THE LEGAL DESCRIPTION OF 1.951 ACRES OUT OF THE ANTONIO FLORES SURVEY, ABSTRACT NO. 235; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

Planning Department Staff Report

Report Date: August 4, 2026
Case Number: 2025-8-SUP

AGENDA ITEM DESCRIPTION

Public Hearing and possible action on a request for a Special Use Permit (SUP) for the specific use of "Car Wash" in the General Commercial (C-3) zoning district on the property located at 2815 North Austin Avenue, Georgetown, Texas, bearing the legal description of 1.951 acres out of the Antonio Flores Survey, Abstract No. 235 (2025-8-SUP). – Matt Skawn, Planner

AGENDA ITEM DETAILS

Project Name:	**QT Bubble Bath #61758**
Applicant:	**Robert Costello**
Property Owner:	**QT South, LLC**
Property Address:	**2815 North Austin Avenue, Georgetown, Texas**
Legal Description:	**1.951 acres out of the Antonio Flores Survey, Abstract No. 235**
Current Zoning:	**General Commercial (C-3)**
Current Use:	**Vacant**

APPLICANT'S REQUEST

The applicant is requesting a special use permit for the use of 'Carwash'. The property is currently zoned General Commercial (C-3).

RECOMMENDATION

Staff recommends approval of the request.

PROPERTY CONTEXT

Neighborhood Character:

The subject property is located along North Austin Avenue just south of the existing QT gas station and convenience store. South of the subject site is a triangular piece of property that is largely undeveloped aside from two single-family residential structures. To the southeast sits a large multi-family development. The multi-family property comes close to bordering the subject property where the vacant triangular property tapers down to a point. The closest multi-family building is roughly 70 ft. from the subject property at its closest point. The property to the east of the subject site is currently undeveloped, with a portion being used for detention; it is zoned General Commercial (C-3).

Zoning Trends:
The subject property, along with a portion of the property to the north, was rezoned from the Agriculture (AG) zoning district to General Commercial (C-3) in 2012. The property south of the subject site was annexed into city limits in 2005 with an initial zoning of AG and has never been rezoned. The first portion of multifamily in the area rezoned to High Density Multifamily (MF-2) in 2016 and then another portion rezoned in 2020. There have been no zoning changes in the area since 2020.

Present Property Description:
Currently, the property is undeveloped aside from a portion of driveway that was constructed when the gas station north of the subject site was developed. There is a foundation remaining from the building that once occupied the site. Trees line the eastern and southern property boundaries.

STAFF ANALYSIS

Staff reviewed the proposed Special Use Permit for a car wash against the applicable approval criteria and found that the request meets the requirements for a Special Use Permit. The proposed site layout and circulation are appropriate, and additional mitigation measures have been incorporated to address the proximity of existing residential development southeast of the site. The concept plan includes a 15-foot landscape buffer along the southern property boundary, a 6-foot masonry buffer wall along the southern and southeastern edges, and increased tree plantings to further reduce noise and vibration. With these improvements, staff can make the required findings that the use will not negatively impact nearby residential properties and is not detrimental to the health, welfare, or safety of the surrounding neighborhood

The proposed rezoning request was reviewed by all applicable City Departments to determine the appropriateness of the requested zoning on the subject property. No comments were made regarding the zoning request.

Staff Reviewed the request against the approval criteria for Special Use Permits found in UDC Section 3.07.030 and found that it complies with four of the criteria in UDC 3.07.030, as outlined in Exhibit 6.

PUBLIC NOTIFICATION

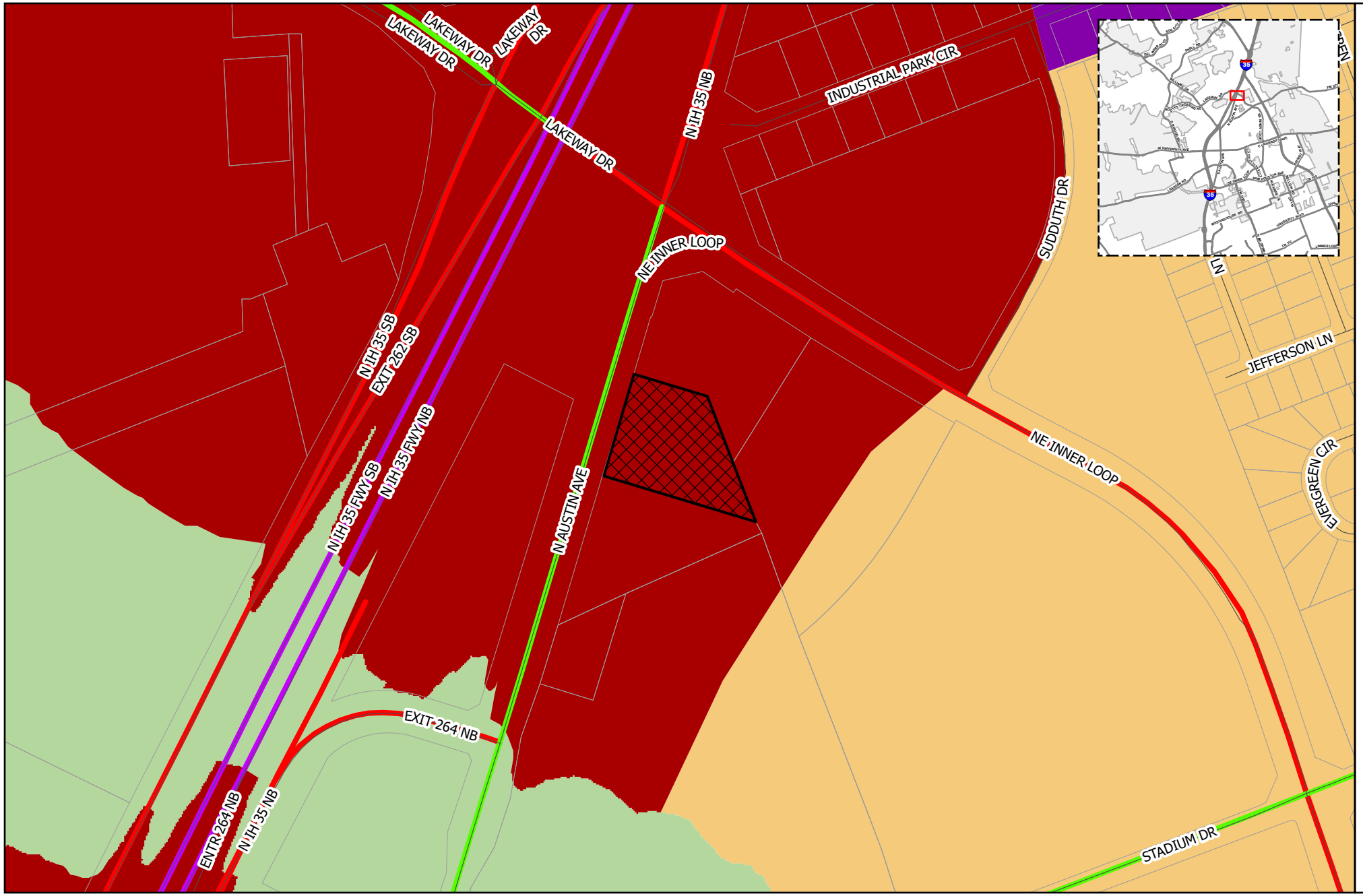
As required by the Unified Development Code, all property owners and registered neighborhood associations within a 300-foot radius of the subject property were notified of the annexation and initial zoning request (7 notices), a legal notice advertising the public hearing was placed in the Sun Newspaper (June 21, 2026) and signs were posted on-site. To date, staff has received 0 written comment in favor, and 0 in opposition to the request.

ATTACHMENTS

Exhibit 1 – Location Map
Exhibit 2 – Future Land Use Map
Exhibit 3 – Zoning Map
Exhibit 4 – Conceptual Site Plan
Exhibit 5 – Letter of Intent
Exhibit 6 – Criteria Analysis

SUBMITTED BY

Matt Skawin, Planner



GEORGETOWN
TEXAS
more than welcome

Future Land Use/ Future Mobility Plan

2025-8-SUP

Exhibit #3

- Site
- Parcels
- City Limits
- Georgetown ETJ

Future Land Use

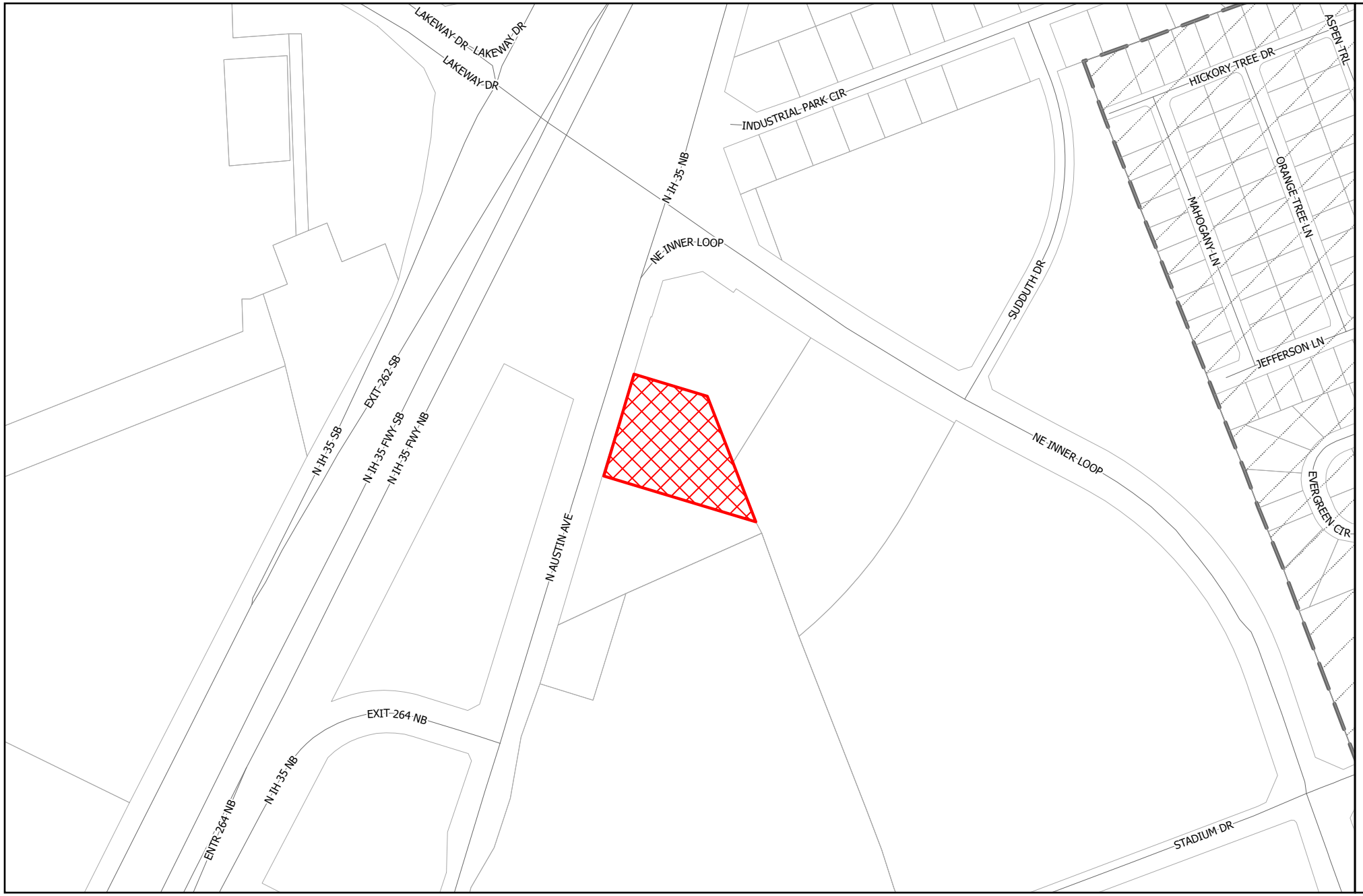
- Community Center
- Employment Center
- Institutional
- Mining
- Mixed Density Neighborhood
- Neighborhood
- Open Space
- Parks and Recreation
- Regional Center
- Rural Residential
- Special Area

Thoroughfare

- Existing Freeway
- Existing Major Arterial
- Existing Minor Arterial
- Existing Collector
- Proposed Freeway
- Proposed Major Arterial
- Proposed Minor Arterial
- Proposed Collector
- Proposed Rail

N

0 250 500 Feet



GEORGETOWN
TEXAS
more than welcome

Location

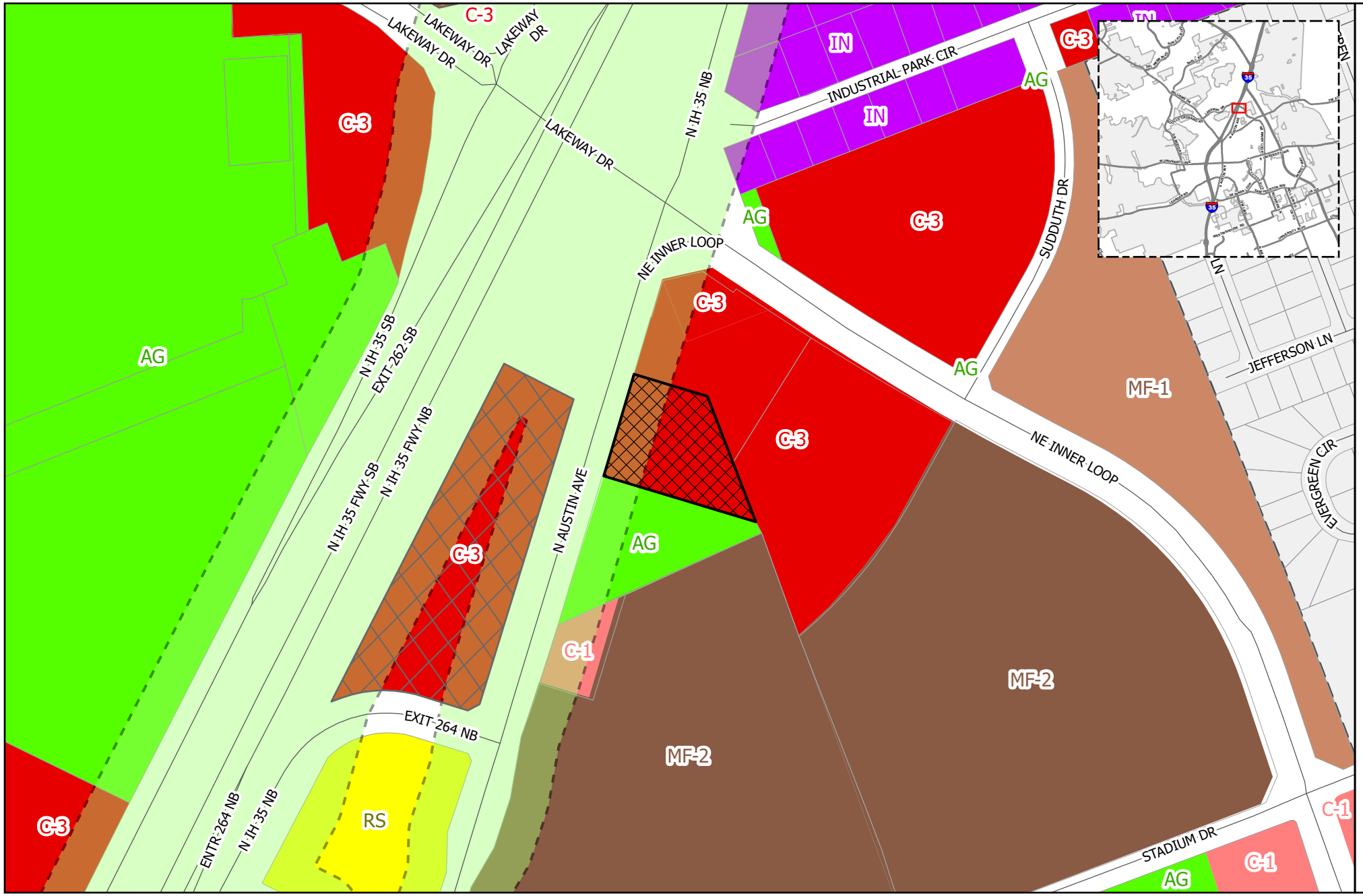
2025-8-SUP

Exhibit #1

- Site
- Parcels
- City Limits
- Georgetown ETJ

N

0 250 500 Feet



GEORGETOWN TEXAS
more than welcome

Zoning

2025-8-SUP

Exhibit #3

- Site
- PUD
- Courthouse View Overlay
- Old Town Overlay
- Historic Overlay
- Downtown Overlay
- SPO Overlay
- Gateway Overlay
- Parcels

Zoning

- AG -Agriculture
- BP - Business Park
- C-1 - Local Commercial
- C-3 - General Commercial
- CN - Neighborhood Commercial
- IN - Industrial
- MF-1 - Low-Density Multi-family
- MF-2 - High-Density Multi-family
- MH - Manufactured Housing
- MU-DT - Mixed-Use Downtown
- OF - Office
- PF - Public Facility
- RE - Residential Estate
- RL - Residential Low-Density
- RS - Residential Single-Family
- TF -Two-Family
- TH -Townhouse

0 250 500 Feet

N

1506

QUIKTRIP #4184
CITY OF GEORGETOWN PROJECT NO.: 2021-38-SDP

CDP LEGEND

- EXISTING
- DEMO
- PROPOSED

VARIABLE WIDTH ELECTRIC EASEMENT
DOCUMENT NO. 2023035018, O.P.R.

LOT A
LOT 1B
BLOCK A
2.593 ACRES
REPLAT OF INNER LOOP ADDITION PHASE 2
DOCUMENT NO. 2023022787, O.P.R.
OWNER: QT SOUTH LLC
ZONED: C-3

UTILITY EASEMENT
DOCUMENT NO. 2022091715, O.P.R.

UTILITY EASEMENT
DOCUMENT NO. 2022091674, O.P.R.-10.j

EXISTING ASPHALT TO BE REMOVED

EMPLOYEE PARKING

QT ACCESS & UTILITY EASEMENT
DOCUMENT NO. 2021144184, O.P.R.-10.k

1.951 ACRES
84,986 SQ FT
REMAINDER OF A CALLED 2.51 ACRES
BUEN PERRO HOLDINGS, LLC
DOCUMENT NO. 2016071656, O.P.R.
ZONED: C-3

ANTONIO FLORES
ABSTRACT NO. 235

VARIABLE WIDTH DRAINAGE EASEMENT
DOCUMENT NO. 2022078903, O.P.R.

10' BUILDING SETBACK LINE
PER ZONING

LOT 1A
BLOCK A
5.355 ACRES
REPLAT OF INNER LOOP ADDITION PHASE 2
DOCUMENT NO. 2023022787, O.P.R.
OWNER: QT SOUTH LLC
ZONED: C-3

15' SANITARY SEWER EASEMENT
DOCUMENT NO. 2022078903, O.P.R.

20' PERMANENT UTILITY EASEMENT
DOCUMENT NO. 9616339, O.P.R. -10.i

CALLED 2.10 ACRES
OWNER: NEW LIFE MINISTRY OF GEORGETOWN, INC.
DOCUMENT NO. 9667620, O.P.R.
ZONED: MF-2

HIGHWAY 81
U.S. HIGHWAY 81
(VOL. 279, PG. 147, D.R.W.C.T.)
NORTH AUSTIN AVENUE
SPUR 158
VARIABLE WIDTH R.O.W.

20 10 0 20 40

PROJECT NO.:3500.30

MATKIN HOOVER ENGINEERING & SURVEYING
8 SPENCER ROAD, SUITE 100
BOERNE, TEXAS 78006
OFFICE: 830.249.0600
CONTACT@MATKINHOOVER.COM
TEXAS REGISTERED ENGINEERING FIRM F-10024500
TEXAS REGISTERED SURVEYING FIRM F-10024500

Bubble Bath No. 61758

2815 N AUSTIN AVE N
GEORGETOWN, TEXAS 78626

QT
BUBBLE BATH CARWASH

PROTOTYPE:	P-001
DIVISION:	
VERSION:	001
DESIGNED BY:	
DRAWN BY:	
REVIEWED BY:	

REV	DATE	DESCRIPTION

ORIGINAL ISSUE DATE:

SHEET TITLE:
SITE/DEMO PLAN

SHEET NUMBER:
1

FILE LOCATION:Z:\PROJECTS\3500 - Quik Wash, Katy TX\3500.30 - 4184, N Austin Ave & NE Inner Loop Rd, Georgetown TX\Exhibits\4184 - CDP.dwg TAB NAME:Site Demo USER:pchapman SAVED:7/9/2026 2:33 PM PLOTTED:7/9/2026 2:34 PM

1507

QUIKTRIP #4184
CITY OF GEORGETOWN PROJECT NO.: 2021-38-SDP

U.S. HIGHWAY 81
(VOL. 279, PG. 147, D.R.W.C.T.)
NORTH AUSTIN AVENUE
SPUR 158
VARIABLE WIDTH R.O.W.

N16° 56' 35"E 280.16'

S72° 20' 19"E 197.05'

N73° 06' 15"W 413.40'

S21° 00' 54"E 357.76'

LOT A
LOT 1B
BLOCK A
2.593 ACRES
REPLAT OF INNER LOOP ADDITION PHASE 2
DOCUMENT NO. 2023022787, O.P.R.
OWNER: QT SOUTH LLC
ZONED: C-3

LOT 1A
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CALLED 2.10 ACRES
OWNER: NEW LIFE MINISTRY OF GEORGETOWN, INC.
DOCUMENT NO. 9667620, O.P.R.
ZONED: MF-2

ANTONIO FLORES
ABSTRACT NO. 235

120' CARWASH TUNNEL
FFE=730.00'
GFA=4381 SQ FT
BLDG. HT.= 23'-0"

BUG WASH

FLAG POLE

DUMPSTER ENCLOSURE
[RE: ARCH.]

SHARED DRIVE WITH
QUIKTRIP #4184

EMPLOYEE PARKING

PAY TERMINALS

EMPLOYEE
ADA ACCESSIBLE SPACE

VACUUM VAN
ACCESSIBLE SPACE

"DO NOT ENTER" SIGN

SIDEWALK

30' CROSS ACCESS EASEMENT

6' MASONRY BUFFER WALL

SITE LEGEND

- BOUNDARY LINE
- CONCRETE CURB
- PARKING SPACE INDICATOR
- AREA LIGHT
- UGT — PROPOSED UNDERGROUND TELECOMMUNICATION
- UGE — PROPOSED UNDERGROUND ELECTRIC
- WTR — PROPOSED WATER
- SS — PROPOSED SANITARY SEWER
- PROPOSED STORM SEWER

CITY OF GEORGETOWN PARKING CALCULATIONS

(SEC. 9.02 – PARKING REQUIREMENTS)
GOVERNING DEVICE; CODE OF ORDINANCES OF GEORGETOWN, TEXAS, CHAPTER 9 (UNIFIED DEVELOPMENT CODE)

BUILDING GROSS FLOOR AREA (GFA): 4,381 SQ-FT
PERMITTED USE [Table 9.02.030.A]: "CAR WASH"

REQUIRED: MINIMUM – 1 PER 200 SF GFA (DOES NOT INCLUDE SELF-SERVICE FACILITY) + 2 SPACES.

PARKING COUNT CALCULATIONS:

	MINIMUM
REQUIRED –	26
PROVIDED –	26
ACCESSIBLE PARKING	
REQUIRED (VAN) –	1
PROVIDED (VAN) –	2

	SQFT	ACRES
EXISTING IMPERVIOUS COVER:	17,155	0.393
PROPOSED IMPERVIOUS COVER:	36,962	0.848
TOTAL IMPERVIOUS COVER:	57,426	1.318

20 10 0 20 40

PROJECT NO.:3500.30

MATKIN HOOVER ENGINEERING & SURVEYING
8 SPENCER ROAD, SUITE 100
BOERNE, TEXAS 78006
OFFICE: 830.249.0600
CONTACT@MATKINHOOVER.COM
TEXAS REGISTERED ENGINEERING FIRM F-10245
TEXAS REGISTERED SURVEYING FIRM F-10024500

Bubble Bath No. 61758

2815 N AUSTIN AVE N
GEORGETOWN, TEXAS 78626

QT BUBBLE BATH CARWASH

PROTOTYPE:	P-001
DIVISION:	
VERSION:	001
DESIGNED BY:	
DRAWN BY:	
REVIEWED BY:	

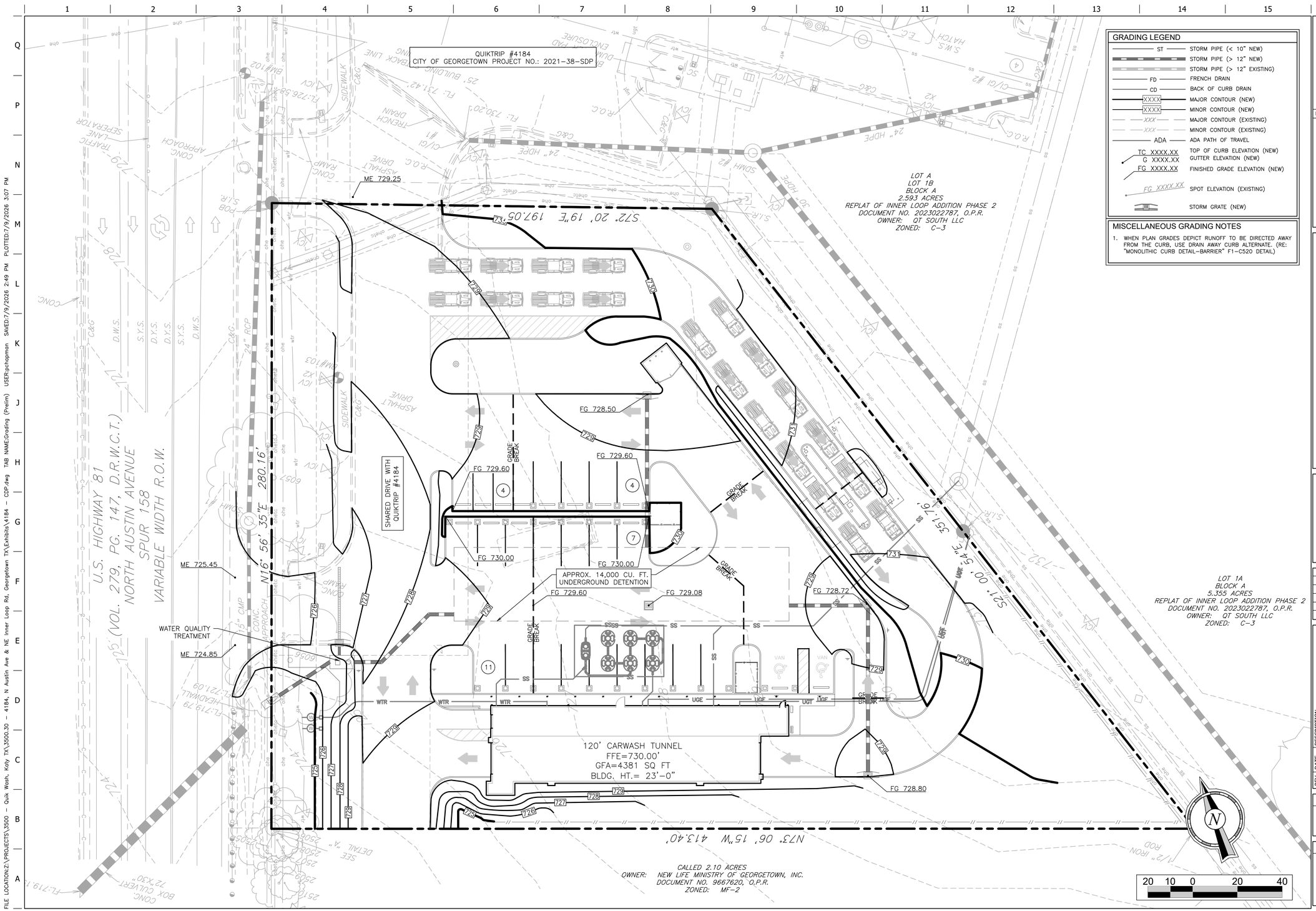
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ORIGINAL ISSUE DATE:

SHEET TITLE:
SITE (PRELIM)

SHEET NUMBER:
2

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GRADING LEGEND

ST	STORM PIPE (< 10" NEW)
	STORM PIPE (> 12" NEW)
	STORM PIPE (> 12" EXISTING)
FD	FRENCH DRAIN
CD	BACK OF CURB DRAIN
XXXX	MAJOR CONTOUR (NEW)
XXXX	MINOR CONTOUR (NEW)
XXX	MAJOR CONTOUR (EXISTING)
XXX	MINOR CONTOUR (EXISTING)
ADA	ADA PATH OF TRAVEL
TC XXXX.XX G XXXX.XX	TOP OF CURB ELEVATION (NEW) GUTTER ELEVATION (NEW)
FG XXXX.XX	FINISHED GRADE ELEVATION (NEW)
FG XXXX.XX	SPOT ELEVATION (EXISTING)
	STORM GRATE (NEW)

MISCELLANEOUS GRADING NOTES

1. WHEN PLAN GRADES DEPICT RUNOFF TO BE DIRECTED AWAY FROM THE CURB, USE DRAIN AWAY CURB ALTERNATE. (RE: "MONOLITHIC CURB DETAIL-BARRIER" F1-C520 DETAIL)

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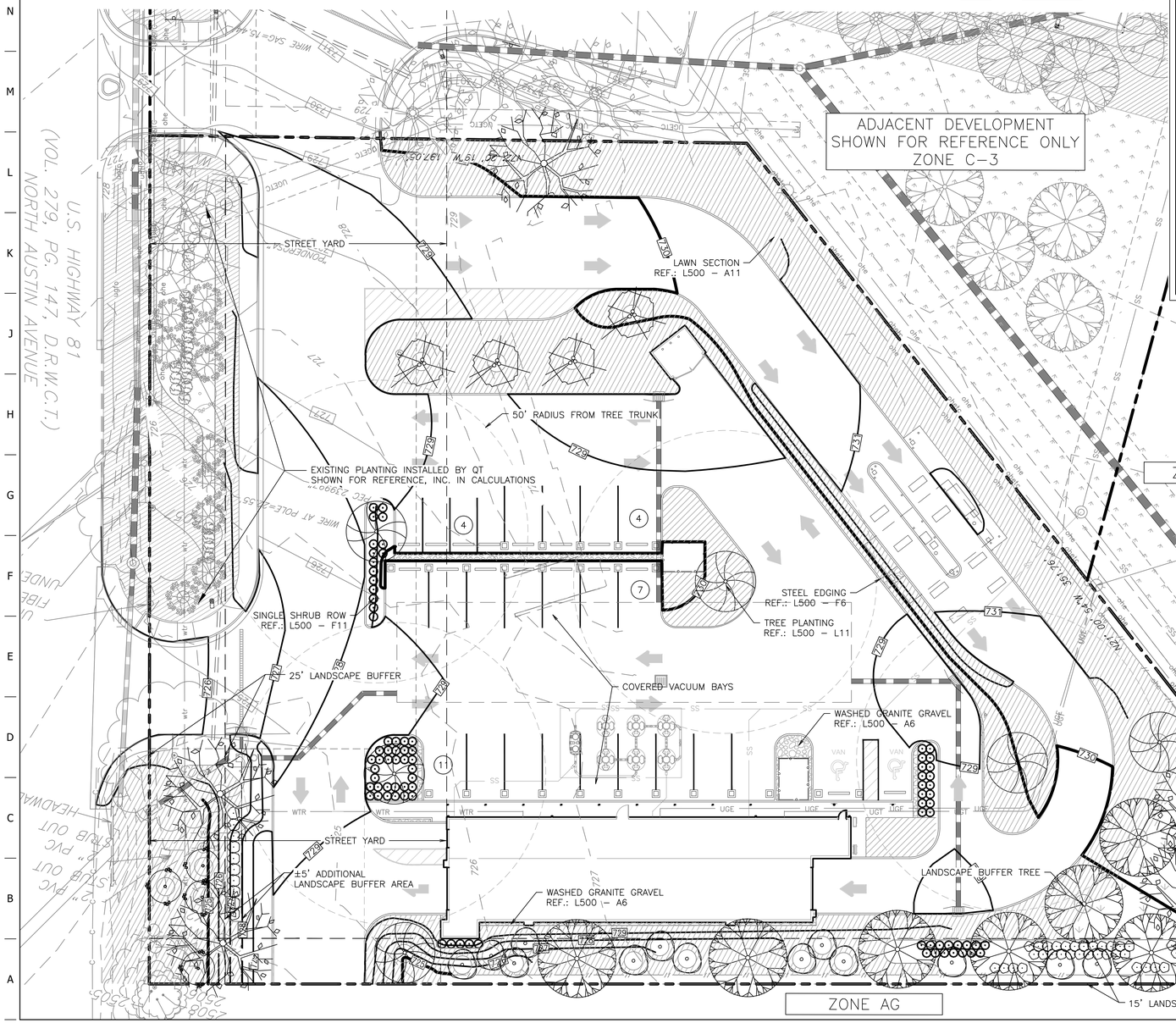
ORIGINAL ISSUE DATE:

SHEET TITLE:
GRADING (PRELIM)

SHEET NUMBER:
3

FILE LOCATION:Z:\PROJECTS\3500 - Quik Wash, Katy TX\3500.30 - 4184, N Austin Ave & NE Inner Loop Rd, Georgetown TX\Exhibits\4184 - CDP.dwg TAB NAME:Grading (Prelim) USER:pchapman SAVED:7/9/2026 2:49 PM PLOTTED:7/9/2026 3:07 PM

TREE SURVEY			
TREE TAG	SPECIES	CALIPER	DISPOSITION
6056	HACKBERRY	18"	REMOVE
6057	HACKBERRY	22"	PRESERVE
HACKBERRY TREES ARE NOT CONSIDERED PROTECTED TREES PER SEC. 8.02.020. - TREE CLASSIFICATIONS ESTABLISHED. NO MITIGATION REQUIRED.			



Landscape Schedule

USE	SYMBOL	COMMON NAME *Botanical Name*	MINIMUM SIZE HEIGHT/SPREAD	QTY.	WATER USE	DECID./ EVERG.	MATURE SIZE (HxW)*	COMMENTS
SHRUBS		WINTERGREEN BOXWOOD *Buxus micro. koreana*	HEIGHT/SPREAD RATIO = 3:2 24–30"H X 16"ø	17 (10%) ALL EXIST'G	M	E	3' X 4'	SEE LANDSCAPE PLAN AND ASSOCIATED DETAILS FOR LANDSCAPE BED LOCATIONS AND SHRUB SPACING
		CARISSA HOLLY *Ilex cornuta 'Carissa'*	HEIGHT/SPREAD RATIO = 3:2 24–30"H X 16"ø	82 (51%)	L	E	3' x 4'	SHRUBS MUST BE A MIN. 2' HIGH AT TIME OF PLANTING W/ MATURE HT. OF 3'–4' WITHIN 2 YEARS. PLANTING BEDS TO BE 3' WIDE, MIN. PER CITY OF GEORGETOWN. *MATURE SIZE – 100%
		DON'S DWARF WAX MYRTLE *Myrica cerifera 'Don's Dwarf'*	HEIGHT/SPREAD RATIO = 3:2 24–30"H X 16"ø	(39%) 7 EXIST'G 56 PROPOSED	M	E	3' X 4'	
ORNAMENTAL TREES		TEXAS REDBUD *Cercis canadensis 'Texensis'*	3" CALIPER (TOTAL) 8'–10' HT	10 (26%) ALL EXIST'G	L	D	15–30'H X 12–15'W	SEE LANDSCAPE PLAN AND ASSOCIATED DETAILS FOR TREE PLACEMENT, AND PLANTING SPECIFICATIONS CONTRACTOR TO VERIFY TREE TYPE, LOCATION, SIZE, HEIGHT, AND SPREAD WITH QT REPRESENTATIVE PRIOR TO INSTALLATION *MATURE SIZE – 75% OF MAXIMUM
		YAUPON HOLLY *Ilex vomitoria*	15 Gallon 4'–6' HT	17 (44%)	L–M	E	15–20'H X 10–15'W	
		CRAPE MYRTLE *Lagerstroemia indica*	3" CALIPER (TOTAL) 8'–10' HT	(20%) 4 EXIST'G 4 PROPOSED	L–M	D	20–30'H X 10–20'W	
		TEXAS MOUNTAIN LAUREL *Sophora secundiflora*	15 GALLON 4'–6' HT	(10%) 2 EXIST'G 4 PROPOSED	L	E	10–20'H X 8–12'W	
SHADE/EVERGREEN TREES		LIVE OAK *Quercus virginiana*	3" CALIPER 12'–14' HT	7 (35%)	L–VL	E	30–50'H X 50'+W	
		CEDAR ELM *Ulmus crassifolia*	3" CALIPER 12'–14' HT	7 (35%)	L	D	25–60'H X 25–35'W	
		LACEBARK ELM *Ulmus parvifolia*	3" CALIPER 12'–14' HT	6 (30%)	L–VL	D	30'H X 40–50'W	
GROUND COVER		TIF–TUF BERMUDA	SOD	20,870 S.F.	M	D	NA	NOTE: PLANT COUNTS ARE FOR ENTIRE PROPERTY
		BERMUDA 419	HYDROSEED	3,953 S.F.	M	D	NA	
		WASHED GRANITE GRAVEL, 1/2"–1" SIZE, 3" DEEP, COMPACTED OVER PERMEABLE WEED BARRIER FABRIC		410 S.F.	NA	NA	NA	

LANDSCAPE REQUIREMENTS

	REQUIRED ORDINANCE	PROVIDED
GATEWAY CORRIDOR OVERLAY DIST.	NORTH AUSTIN AVE. GATEWAY CORRIDOR	
	EXISTING SITE IMPROVEMENTS INSTALLED BY QT	
	25' LANDSCAPE BUFFER ±200' X 25' = 5,000 SF/1000 = 5 LS UNITS 2 SHADE TREES + 5 SHRUBS / 1000 SF SHADE TREES: 2X5 = 10 SHADE TREES SHRUBS: 5X5 = 25 SHRUBS	SHADE TREES: 1 EXISTING HACKBERRY ORNAMENTAL TREES: 16 (2 ORN. TREES IN PLACE OF ONE SHADE TREE SUBSTITUTED FOR REMAINDER OF SHADE TREES DUE TO OVERHEAD UTILITY LINES) SHRUBS: 25
	PROPOSED SITE IMPROVEMENTS	
	25' LANDSCAPE BUFFER ±82' X 25' = 2,050 SF/1000 = 2.05 LS UNITS 2 SHADE TREES + 5 SHRUBS / 1000 SF SHADE TREES: 2X2.05 = 4.1 (4) SHADE TREES SHRUBS: 5X2.05 = 10.25 (10) SHRUBS	SHADE TREES: 2 ORNAMENTAL TREES: 4 (2 ORN. TREES IN PLACE OF ONE SHADE TREE SUBSTITUTED FOR REMAINDER OF SHADE TREES DUE TO OVERHEAD UTILITY LINES) SHRUBS: 10
STREET YARD LANDSCAPING	STREET YARD AREA = ±27,371 SF 20% LANDSCAPE AREA 27,371 X 20% = ±5,474 SF LANDSCAPE AREA SHADE TREES: 4 SHADE TREES / 1ST 10,000 SF + 1.5 SHADE TREES / EVERY ADDL. 10,000 SF 4 TREES SHRUBS: 12 SHRUBS / 1ST 10,000 SF + 4 SHRUBS / EVERY ADDL. 10,000 SF 12 SHRUBS	STREET YARD PROPOSED (36%): ±9,981 SF SHADE TREES (SOME IN UTILITY EASEMENTS): 6 ORNAMENTAL TREE: (EXISTING INSTALLED BY QT): 16 PROPOSED: 4 SHRUBS: 81
PARKING LOT LANDSCAPING	MIN. REQ. LANDSCAPE AREA = 310 SF PARKING STALLS IN STREET YARD = 2 5 STALLS X 20 SF = 100 SF LANDSCAPE AREA PRKG. STALLS NOT LOCATED IN STREET YARD = 1 21 STALLS X 10 SF = 210 SF LANDSCAPE AREA MIN. REQ. SHADE TREES 24 REQ. STALLS / 12 = 2 SHADE TREES 2 ADDL. STALLS x 1.5= 3 /12 = .25 (0) NO PRKG. STALL SHALL BE LOCATED FURTHER THAN 50 FT. FROM THE TRUNK OF A TREE UNLESS OTHERWISE APPROVED BY DIRECTOR.	LANDSCAPE AREA PROPOSED: ±1,070 SF 4 SHADE TREES PROVIDED
BUFFERYARD LANDSCAPING	PROPERTY ZONED C–3 ADJ. PROPERTIES ZONED C–3 & AG TYPE 'C' BUFFER YARD REQ. – 15' WIDE W/ 1 SHADE TREE, 2 EVERGREEN ORNAMENTAL TREES & 8 EVERGREEN SHRUBS PER 50 LIN. FT.	±413 / 50 =8.26 UNITS SHADE TREES: 1 x 8.26 = 8.26 (8)+ 5 PER CITY EVERGREEN ORNAMENTAL: 2 x 8.26 = 16.52 (17) EVERGREEN SHRUBS: 8 X 8.26 =66.08 (66)
SCREENING	SCREENING REQUIREMENTS ARE IN ADDITION TO ALL OTHER LANDSCAPE REQUIREMENTS AND MAY NOT BE CREDITED OR COUNTED TOWARD MEETING OTHER REQUIREMENTS.	
	VEHICULAR PARKING AREAS SHALL BE SCREENED FROM STREET VIEW AND ADJ. PROPERTIES USING PLANT MATERIAL, BERM, WALL OR COMBINATION OF THESE. ALL MECHANICAL EQUIP. SHALL BE SCREENED.	EVERGREEN SHRUBS ARE PROPOSED. ALL GROUND LEVEL EQUIP. IS SCREENED WITH EVERGREEN SHRUBS.
GENERAL TREE REQUIREMENTS	MINIMUM SIZES AT TIME OF PLANTING: SHADE TREES: 3" CALIPER ORNAMENTAL TREES: 15 GALLON MITIGATION TREES: 3" CALIPER SHRUBS: 1 GALLON / 5 GALLON IN GATEWAY OVERLAY DIST.	PROVIDED

REGISTERED LANDSCAPE ARCHITECT
DARCY R BRANDON
3423
STATE OF TEXAS
07/16/2026

MATKIN HOOVER ENGINEERING & SURVEYING
8 SPENCER ROAD SUITE 100
BOERNE, TEXAS 78006
OFFICE: 830.249.0600
CONTACT@MATKINHOOVER.COM
TEXAS REGISTERED ENGINEERING FIRM F-10024500
TEXAS REGISTERED SURVEYING FIRM F-10024500

PROJECT NO.:XXXX

Bubble Bath No. 61758

N. AUSTIN AVE / US HWY 81
GEORGETOWN, TEXAS

QT BUBBLE BATH CARWASH

PROTOTYPE:	P-001
DIVISION:	
VERSION:	001
DESIGNED BY:	
DRAWN BY:	
REVIEWED BY:	

REV	DATE	DESCRIPTION
		ORIGINAL ISSUE DATE:

SHEET TITLE:

LANDSCAPE PLAN

SHEET NUMBER:

L100

QuikTrip Corporation

AUSTIN DIVISION
2007 Sam Bass Rd
Suite 100
Round Rock, TX 78681

September 7, 2025

City of Georgetown Planning Department
406 West 8th Street
Georgetown, TX 78626

Re: **QuikTrip Bubble Bath Car Wash 61758 Special Use Permit Application**
2815 N Austin Ave
Georgetown, Texas 78626

To Whom It May Concern:

This letter serves as a formal Letter of Intent and a request for a Special Use Permit (SUP) to develop a state-of-the-art automated tunnel car wash facility located at 2815 N Austin Ave, within a designated Regional Center as defined by the City of Georgetown's 2030 Comprehensive Plan. This project is being pursued with a commitment to aligning with and actively contributing to the city's long-term vision for balanced, sustainable, and fiscally responsible growth.

This development is designed to be in complete compliance with the spirit and specific policies of the 2030 Comprehensive Plan. Our proposed tunnel car wash is a modern, high-quality commercial service that will enhance the economic vitality and quality of life for Georgetown residents.
The project aligns with the following goals and policies of the 2030 Comprehensive Plan:

Goal 1: Balanced Land Use

- **Policy LU.1:** This development will contribute to the balanced mix of commercial and service uses in the Regional Center. A well-integrated car wash facility provides a necessary amenity for the surrounding residential and commercial areas, reducing the need for residents to travel to other parts of the city for this service. This supports the policy of having a balanced mix of uses in the community.
- **Policy LU.2:** The development is designed to be a compact, higher-density use within an appropriate infill location. It will not contribute to urban sprawl but will instead make productive use of an existing commercial area, promoting efficiency in land use.
- **Policy LU.3:** As a commercial use, this car wash will serve as a neighborhood-supporting amenity, contributing to the creation of a "complete neighborhood" by providing a local service that complements existing residential and commercial developments.

Goal 3: Development Framework and Economic Growth

- **Policy LU.8:** This project directly supports Georgetown's economic development goals by providing a new, high-quality commercial service that contributes to the city's tax base. We will create new jobs and provide a valuable service to the community.
- **Regional Center Land Use Category:** The proposed development is entirely consistent with the

definition and intent of a Regional Center as outlined in the Comprehensive Plan. Conveniently located immediately adjacent to an auto-oriented service (QuikTrip), this tunnel car wash is an appropriate use for a Regional Center, which is defined as accommodating "major shopping centers, standalone big-box retailers, or large-scale mixed-use developments, as well as supporting flex office space and office/warehouse development." The complimentary uses will create a synergistic harmony within the area. The project is strategically located with convenient access from major transportation routes, serving the broader community.

Goal 7: High-Quality Infrastructure

- **Policy LU.9:** This development will demonstrate a commitment to environmental stewardship through the use of low-impact development (LID) practices. The facility will be designed with advanced water reclamation and recycling technology, significantly reducing its demand for municipal water supplies. This aligns with the city's goal of maintaining high-quality, sustainable infrastructure.
- **Policy LU.10:** The project will incorporate a comprehensive water management plan, including state-of-the-art systems for capturing and treating all runoff, preventing contaminants from entering the city’s stormwater system.

Goal 10: Transportation Network

- **Policy T.1:** The site plan is meticulously designed to ensure efficient and safe vehicular circulation, minimizing impact on the adjacent street network. The driveways and queuing lanes will be configured to prevent queuing onto the public roadway, thereby improving the flow of traffic in the area and supporting the city's overall transportation goals.

Compliance with UDC Section 3.07.030: Criteria for Approval

Our proposed development has been designed to meet and exceed the criteria for approval for a Special Use Permit as outlined in **UDC Section 3.07.030**.

- **No Significant Negative Impact:** The project's design and operation will not create a significant negative impact on surrounding property or the general public. As an enclosed tunnel wash, the majority of the operations are contained within the building, mitigating noise and spray. The site plan incorporates a comprehensive buffering and landscaping plan to provide a visual and sound buffer to adjacent properties.
- **Compatibility with Character:** The design of the building and the overall site plan will be harmonious with the character of the surrounding Regional Center. The building will utilize modern architectural elements and high-quality materials, while the landscaping will ensure a seamless and attractive transition to the existing commercial landscape.
- **No Negative Impact on Infrastructure:** The development is designed to be fiscally and infrastructurally responsible. Water and sewer connections have been planned to integrate with existing city infrastructure without creating undue burden. Traffic will be managed with dedicated stacking lanes, preventing negative impacts on public roads and ensuring smooth circulation.
- **No Injurious or Noxious Impact:** The facility's closed-loop water reclamation system and waste management plan are specifically designed to prevent the creation of harmful fumes, dust, or runoff. All chemicals are stored indoors, and the wash process is contained, ensuring no injurious or noxious impacts on the surrounding environment or neighborhood.

Project and Site Details

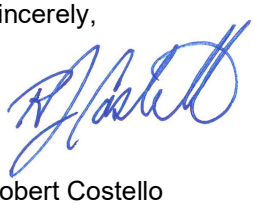
To provide a complete overview of the proposed development and address the requirements of the Special Use Permit application, the following information is included:

- **Legal Description:** The legal description is attached as a separate exhibit to the application.
- **Site Acreage:** The development will be situated on a site of approximately 1.951 acres.
- **Proposed Building:** The single-story building will have a gross floor area of approximately 4,381 square feet and a maximum height of 23 feet.
- **Hours of Operation:** The proposed hours of operation are 8ma-8pm daily.
- **Employees:** The facility will have an average of three employees on-site.
- **Parking:** The site plan includes a total of [Number of Parking Spaces] parking spaces for customer and employee use, in excess of the minimum requirements.
- **Vehicle Trips:** The estimated number of vehicle trips generated by the development is approximately 70 trips during peak hour, with the site plan designed to efficiently manage this traffic flow without impacting public streets.
- **Lighting and Signage:** A detailed plan for all lighting and signage will be included in the formal site plan to ensure compliance with the Unified Development Code (UDC) for brightness, design, and placement, minimizing glare and light pollution to surrounding properties.
- **Buffering and Screening:** The site plan includes a comprehensive landscaping and buffering plan, utilizing a combination shade trees, ornamental trees and shrubbery, to provide a visual screen from adjacent uses and ensure the development is aesthetically harmonious with the surrounding area. All outdoor refuse containers will be fully enclosed and screened from view.

We believe this proposed tunnel car wash is not only a viable commercial project but also a model development that is fully consistent with the City of Georgetown's vision for its future. We are prepared to meet with staff and the Planning and Zoning Commission to discuss this project in greater detail and provide any additional information required.

Thank you for your time and consideration.

Sincerely,



Robert Costello
Real Estate Project Manager
QuikTrip Corporation – Austin Division

Report Date: August 4, 2026
Case Number: 2025-8-SUP

UDC Section 3.07.030 – Approval Criteria for Special Use Permits

Special Use Permits allow for City Council approval of uses with unique or widely varying operating characteristics or unusual site development features, subject to the terms and conditions set forth in this Code. Special Use Permits may be issued only for uses that are generally compatible with other uses permitted in a zoning district, but that require individual review of their location, design, intensity, etc. These uses may be in districts as indicated with conditions described in a Special Use Permit recommended by the Planning and Zoning Commission and approved by the City Council.

In addition to the criteria for zoning changes in Section 3.06.030, the City Council may approve an application for a Special Use Permit where it reasonably determines that there will be no significant negative impact upon residents of surrounding property or upon the public.

Staff Reviewed the request against the approval criteria for Special Use Permits found in UDC Section 3.07.030 and found that it complies with four of the criteria as detailed below.

1. The proposed special use is not detrimental to the health, welfare, and safety of the surrounding neighborhood or its occupants.	**Complies**
While the proposed use is located in close proximity to existing residential buildings to the southeast and the car wash building is situated along the southern portion of the lot, the concept plan includes several mitigation measures that address potential impacts on nearby residences. Car washes and associated facilities, such as vacuum stations, can generate noise and vibration; however, the proposed car wash building is approximately 15 feet from the southern property line and roughly 220 feet from the nearest residence, providing physical separation from adjacent homes. In addition, the concept plan includes a 6-foot masonry wall along the southern and southeastern portions of the site and a 15-foot landscape buffer with enhanced tree plantings. These features help reduce noise and vibration and provide effective visual and physical screening for nearby properties. *Continued on next page ->*	

With these mitigation measures in place, staff finds that the proposed use will not adversely affect the surrounding neighborhood or its occupants and therefore satisfies this criterion.	
2. The proposed conceptual site layout, circulation plan, and design are harmonious with the character of the surrounding area.	**Complies**
The proposed concept plan shows a single lane carwash tunnel on the southern boundary of the site with a queuing lane running along the eastern and northern perimeters. Self-serve vacuum stations and additional parking are located internal to the site, buffered by the carwash tunnel and queuing lanes. The site takes access from North Austin Avenue via a driveway on the southern portion of the site. The concept plan also proposes inter-parcel connectivity between this site and the existing QT gas station to the north by way of the existing driveway constructed by QT during the development of the gas station. The proposed site layout does not cause concern in terms of circulation. The design is generally harmonious with the other development we see along North Austin Avenue, which is classified as a Minor Arterial in the City's Overall Transportation Plan. As previously stated, the concern with the proposed Car Wash and its site plan is the location of the carwash tunnel in proximity to the existing residential buildings to the southeast.	
3. The proposed use does not negatively impact existing uses in the area and in the City through impacts on public infrastructure such as roads, parking facilities, and water and sewer systems, and on public services such as police and fire protection and solid waste collection and the ability of existing infrastructure and services to adequately provide services.	**Complies**
The proposed use does not negatively impact existing uses in terms of public infrastructure or public services. Both the city's engineering and fire departments have reviewed the request and all comments concerning infrastructure and fire protection have been addressed. The proposed request is not anticipated to impact the ability of existing infrastructure and services to adequately provide service. *Continued on next page ->*	

4. The proposed use does not negatively impact existing uses in the area and in the City through the creation of noise, glare, fumes, dust, smoke, vibration, fire hazard or other injurious or noxious impact.	**Complies**
As noted in the previous criterion, although the proposed car wash may still generate some noise and vibration due to its proximity to existing residential uses, the concept plan includes several mitigation measures that substantially reduce potential impacts on adjacent properties. The inclusion of a 6-foot masonry buffer wall along the southern and southeastern portions of the site, along with enhanced tree plantings within the 15-foot landscape buffer, helps screen the use and reduce noise transmission, vibration, and other potential nuisances.	

Additionally, staff reviewed the request against the approval criteria for a Zoning Map Amendment found in UDC Section 3.06.030 and found that it complied with 2, partially complied with 1, and did not comply with 2 of the 5 approval criteria, as detailed below.

A. The application is complete and the information contained within the application is sufficient and correct enough to allow adequate review and final action;	**Complies**
This application was reviewed by staff and deemed to be complete.	
B. The zoning change is consistent with the Comprehensive Plan.	**Partially Complies**
The property is located within the Regional Center Future Land Use Designation which calls for high intensity commercial intended for users across the community, according to the Comprehensive Plan. Developments in this Future Land Use Designation are typically auto oriented and along major transportation routes or highway interchanges to maximize visibility and access to the site. With the site's location along North Austin Avenue, the proposed use of a carwash does not substantially conflict with the provisions of the Future Land Use Map. However, Land Use Policy #1 states that there should be a gradual transition in use when examining zoning changes. It cannot be stated that this use will serve as a gradual transition into the residential area to the east, hence staff's finding of partial compliance.	
C. 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 proposed use incorporates mitigation measures such as a 6-foot masonry wall along the southern and southeastern portions of the site and a 15-foot	

landscape buffer with enhanced tree plantings, which help reduce potential noise and vibration on nearby residential properties.

While these improvements help address some of the identified impacts, they do not elevate the project into one that meaningfully promotes the health, safety, or general welfare of the surrounding neighborhood.

D. The zoning change is compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood.	**Does Not Comply**

The character of the area along North Austin Avenue is predominantly commercial and auto-oriented in nature; however, the immediate surroundings of the subject property include two large apartment complexes containing a substantial number of residential units. Introducing a more intensive commercial zoning designation at this location would shift the balance of uses in a way that does not align with the established residential presence directly adjacent to the site. The scale and intensity associated with the proposed zoning change may not be appropriate given the number of residents living along the southern and southeastern boundaries of the property.

E. The property to be rezoned is suitable for uses permitted by the district that would be applied by the proposed amendment.	**Complies**

The subject site is of adequate size and shape to accommodate the proposed use of a carwash. The site is served with adequate utilities and does not cause concern in terms of circulation or fire access.