Notice of Meeting of the City Council of the City of Georgetown, Texas October 27, 2026

The Georgetown City Council will meet on October 27, 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 Parks and Recreation Cost Recovery Study Update

Presentation and discussion regarding proposed updates to the Parks and Recreation Cost Recovery Methodology and Financial Sustainability Plan -- Eric Nuner, Parks and Recreation Director and Sajjad Mia, Parks and Recreation Manager

1.B Customer Care Annual Update

Presentation and discussion regarding Customer Care and askGTX contact center annual updates -- Seth Gipson, Customer Care Director

Executive Session

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

2.A Executive Session 10.27.2026

Sec. 551.071: Consultation with Attorney

Advice from the attorney about pending or contemplated litigation and other matters on which the attorney has a duty to advise the City Council, including agenda items.

- Litigation Update
- Austin Avenue Bridges
- Settlement Agreement between the City of Georgetown, Cunningham Constructors and Associates Inc., and Atlantic Specialty Insurance Company for Cause No. 24-2681C26, pending in Williamson County District Court.
- Long Term Water Supply Negotiations with Recharge LLC
- CCN Transfer Negotiations

Sec. 551.072: Deliberations about Real Estate

- HDG Lease Update
- Bluebonnet Parking Lot

Sec. 551.087: Deliberation Regarding Economic Development Negotiations
- Project Hay
- Project Lost Mine Peak
- Project Pulse
- Project Z Star
- Southwestern TIRZ
- Wolf Lakes TIRZ

Sec. 551.074: Personnel Matters
- City Attorney Check-in

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

3.A Call to Order 10.27.2026

Pledge of Allegiance

Recognitions

- Proclamation of Recognition - National Planning Month for Planning Department

Actions out of Executive Session

Public Wishing to Address Council

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

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

4.A Public Wishing to Address 10.27.2026

At the time of posting, no one had signed up to speak.

Statutory Consent Agenda

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

5.A 10.13.2026 City Council Minutes

Consideration and possible action to approve the City Council minutes from the

meeting held on October 13, 2026 -- Robyn Densmore, City Secretary

5.B Resolution - Nomination of Compal USA Technology Inc. for the Texas Enterprise Zone Program

Consideration and possible action to approve a Resolution nominating Compal USA Technology Inc. for the Texas Enterprise Zone Program -- Cameron Goodman, Economic Development Director

5.C Resolution - Nomination of Hunt Electric Corporation dba Baer Manufacturing for the Texas Enterprise Zone Program

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

5.D Texas Commission on the Arts -- Arts Create Grant

Consideration and possible action to accept an Arts Create (Year 2) Grant from the Texas Commission on the Arts in the amount of $14,000.00 for the second year of operational support for staffing at the Art Center and to authorize Amanda Still, Arts and Culture Program Manager to execute all necessary grant documents -- Amanda Still, Arts and Culture Program Manager and Kim Mcauliffe, Downtown and Tourism Director

5.E Texas Commission on the Arts -- Performance Support Grant

Consideration and possible action to accept a Performance Support Grant from the Texas Commission on the Arts in the amount of $2,625.00 for the performance of Texas Touring Roster artists Central Texas Philharmonic at the Autumn Art Stroll and to authorize Amanda Still, Arts and Culture Program Manager to execute all necessary grant documents -- Amanda Still, Arts and Culture Program Manager and Kim Mcauliffe, Downtown and Tourism Director

5.F Texas Commission on the Arts - Cultural District Grant

Consideration and possible action to accept a Cultural District Grant from the Texas Commission on the Arts in the amount of $56,113.00 for public art in the Light and Water Works District and to authorize Amanda Still, Arts and Culture Program Manager to execute all necessary grant documents -- Amanda Still, Arts and Culture Program Manager and Kim Mcauliffe, Downtown and Tourism Director

5.G Authorizing Library Materials Purchases from Ingram Library Services LLC

Consideration and possible action to appropriate funds to purchase library materials from Ingram Library Services, LLC in a total amount not to exceed $250,000.00 for Fiscal Year 2027 -- Sally Miculek, Library Services Director

5.H Authorizing Library Digital Content Purchases from OverDrive, Inc.

Consideration and possible action to appropriate funds to purchase digital library materials from OverDrive, Inc. in a total amount not to exceed $150,000.00 for Fiscal Year 2027 -- Sally Miculek, Library Services Director

5.I Friends of Georgetown Public Library MOU

Consideration and possible action to approve a Memorandum of Understanding between the City of Georgetown and the Friends of Georgetown Public Library related to fundraising efforts -- Sally Miculek, Library Director

5.J Consultation Agreement with Breakaway Public Relations and Georgetown Convention and Visitors Bureau

Consideration and possible action to approve a Consultation Agreement with Breakaway Public Relations for public relations services for an initial one-year term for a not to exceed amount of $60,000, for the City of Georgetown Convention and Visitors Bureau and to authorize the City Manager to execute up to four additional one-year renewals for a total not-to-exceed amount of $300,000.00 -- Kim Mcauliffe, Downtown & Tourism Director

5.K PerfectMind Contract Renewal

Consideration and possible action to approve a two (2) year extension with PerfectMind Inc. for parks and recreation management software in an amount not to exceed $102,408.80 -- Eric Nuner, Parks and Recreation Director

5.L Garden Club Fee Waiver for Community Center Rental

Consideration and possible action to approve a request from the Georgetown Garden Club to waive the rental fee for the Community Center with regard to the Arbor Day Celebration and Flower Show in the Community Center and Sunken Garden on November 9 and 10, 2026 -- Shannon Biddle, Executive Assistant to the City Manager

5.M Tree Pruning and Removal Contract with Legacy Arbor Care for City Facilities and Parks

Consideration and possible action to award a contract to Legacy Arbor Care for tree pruning and removal services for an initial one-year term in an amount of $ 250,000.00 and to authorize the City Manager to execute up to four additional one-year renewals for a total not-to-exceed amount of $1,250,000.00 -- Eric Nuner, Parks and Recreation Director

5.N Tree Pruning and Removal Contract with Certified Arbor Care for City Facilities and Parks

Consideration and possible action to award a contract to Certified Arbor Care for tree pruning and removal services for an initial one-year term in an amount of $ 250,000.00 and to authorize the City Manager to execute up to four additional one-year renewals for a total not-to-exceed amount of $1,250,000.00 -- Eric Nuner, Parks and Recreation Director

5.O Third Amendment to Contract No. 22-0051 with Wastewater Transport Services, LLC

Consideration and possible action to approve an amendment to the sludge hauling and disposal services agreement between the City and Wastewater Transport Services, LLC, Contract No. 22-0051, increasing the not-to-exceed amount from $750,000.00 to $1,150,000.00 during the fourth renewal term -- Tim Walker, Water Utility Assistant Director

5.P Hauling, Storing and Disposal Services Bid Rejection

Consideration and possible action to reject all bids associated with RFP No. 202632 for hauling, storing and disposal services -- Tim Walker, Assistant Water Utility Director

5.Q Construction Contract with Lupe Rubio Construction for the Cedar Hollow Waterline Improvements

Consideration and possible action to award a construction contract to Lupe Rubio Construction Company Inc. from Kingsland, TX, for the Cedar Hollow Waterline Improvements in the amount of $5,721,013.59 -- Wesley Wright, P.E., Systems Engineering Director and David Herzog, CIP Manager

5.R Fourth Amendment to Task Order 18-001-TO with Walker Partners, LLC. for the Berry Creek Interceptor Project

Consideration and possible action to approve the Fourth Amendment to Task Order 18-001-TO with Walker Partners, LLC. for professional services related to the Berry Creek Interceptor Project in the amount of $99,763.23 -- Wesley Wright, P.E., Systems Engineering Director

5.S Emergicon EMS Billing

Consideration and possible action to approve an Agreement with Emergicon, LLC for ambulance and emergency services third-party billing and accounts receivable management specialized services -- John Sullivan, Fire Chief

5.T Interlocal Agreement with Williamson County for Ronald Reagan Roadway Improvements from FM 3405 to SH 195

Consideration and possible action on an Interlocal Agreement with Williamson County for the construction of Ronald Reagan Roadway Improvements from FM3405 to Rattlesnake Road in the amount of $875,525.09 -- Wesley Wright, PE, Systems Engineering Director

5.U Concrete and Asphalt Repairs Contract with Bennett Paving

Consideration and possible action to award a contract to Bennett Paving for concrete and asphalt repairs for an initial one-year term in an amount of $300,000.00 and to authorize the City Manager to execute up to four additional one-year renewals for a total not-to-exceed amount of $1,500,000.00 -- Tim Walker, Water Utility Assistant Director

5.V Concrete and Asphalt Repairs Contract with Texas Patriot

Consideration and possible action to award a contract to Texas Patriot for concrete and asphalt repairs for an initial one-year term in an amount of $300,000.00 and to authorize the City Manager to execute up to four additional one-year renewals for a total not-to-exceed amount of $1,500,000.00 -- Tim Walker, Water Utility Assistant Director

5.W Construction contract for Williams Drive Intersection Improvements at Lakeway/Booty's Crossing

Consideration and possible action to award a contract to Patin Construction of Taylor, Texas for the Construction of the Williams Drive Intersection Improvements at

Lakeway/Booty's Crossing in the amount of $2,958,318.04 -- Wesley Wright, P.E., Systems Engineering Director / David Herzog, CIP Manager

5.X Task Order KPA-27-001 for FY2027 New Development Plan Review

Consideration and possible action to approve Task Order KPA-27-001 for FY2027 New Development Plan Review professional engineering services with Kasberg, Patrick, and Associates, LP, of Georgetown, Texas, in the amount of $120,000.00 -- Wesley Wright, P.E., Systems Engineering Director, and Caleb Fuhrer, P.E., Assistant Systems Engineering Director

5.Y Award of RFP 202604 for Advanced Metering Infrastructure (AMI) Agreement to Landis Gyr Technology, Inc.

Consideration and possible action to approve a Master Agreement with Landis-Gyr Technology, Inc. for an Advanced Metering Infrastructure (AMI) system, Meter Data Management System (MDMS), Customer Portal, and streetlight control, including electric meter exchange and network installation, pursuant to RFP No. 202604, in an amount not to exceed $10,500,000.00 for system implementation through Final System Acceptance, and an amount not to exceed $14,500,000.00 for fifteen (15) years of support and maintenance following Final System Acceptance -- Daniel Bethapudi, Electric Utility General Manager

5.Z Agreement with Pedernales Electric Cooperative, Inc. for the Extension of Electric Facilities

Consideration and possible action to approve an agreement with Pedernales Electric Cooperative, Inc. for the extension of electric facilities across the City's Daniels Mountain Pump Station Site in order to allow for the extension of electric facilities needed in connection with the City's operation of the site, and to authorize the City Manager to execute the agreement in a form substantially similar to the document attached hereto -- Andrew Culpepper, Senior Assistant City Attorney - Real Estate Services

5.AA Terminable Utility Easement with Pedernales Electric Cooperative, Inc.

Consideration and possible action to approve the conveyance of a terminable utility easement to Pedernales Electric Cooperative, Inc., across a specific area on the City's Daniels Mountain Pump Station site in order to provide electric service to the site, and to authorize the City Manager to execute the terminable utility easement in a form substantially similar to the document attached hereto -- Andrew Culpepper, Senior Assistant City Attorney - Real Estate Services

5.AB 2026-4-ABD Abandonment of One Access Easement and a Portion of Another Access Easement within Daniels Mountain Phase One

Consideration and possible action to approve by Resolution and Quitclaim, the abandonment of one Access Easement and a portion of another Access Easement situated in the Daniels Mountain Phase 1 Subdivision for the benefit of Vale Building Group, LLC, C.A. Doose and Company, LLC, Patrick Henry Stanford Jr., and Patrick Henry Stanford III and to authorize the Mayor to execute all necessary documents to effectuate the abandonment -- Colin Davidson, Real Estate Program Manager

5.AC Second Reading - 2026-13-SUP - 2303 S Austin Ave
Second Reading of an Ordinance on a request for a Special Use Permit (SUP) for the specific use of Automobile Repair and Service, General, in the General Commercial [C3] zoning district on the property located at 2303 S Austin Ave, bearing the legal description of 0.95 Acres, Lot 7A, Block 1, Highland Park (BLK 1 LTS 7 & 8 AMD) (2026-13-SUP) -- Hunter Gould, Planner

5.AD Second Reading - Ordinance designating Reinvestment Zone No. 2026-003
Second Reading of an Ordinance designating Reinvestment Zone No. 2026-003 -- Cameron Goodman, Economic Development Director

Legislative Regular Agenda

6.A Public Hearing - Heirloom Public Improvement District (PID)
Public Hearing on Proposed Assessments to be Levied against property in the Heirloom Public Improvement District -- Nick Woolery, Assistant City Manager

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

6.C First and Final Reading - Ordinance Authorizing Issuance of Bond for Heirloom Public Improvement District (PID)
Consideration and possible action to approve on first and final reading an Ordinance authorizing the issuance of the "City Of Georgetown, Texas Special Assessment Revenue Bonds, Series 2026 (Heirloom Public Improvement District Major Improvement Area Project)"; approving and authorizing an Indenture of Trust, a Bond Purchase Agreement, an Offering Memorandum, a Continuing Disclosure Agreement and Other Agreements and documents in connection therewith; making findings with respect to the issuance of such bonds; and Providing an effective date -- Nick Woolery, Assistant City Manager

6.D Resolution Finding of Public Convenience and Necessity and Authorizing Eminent Domain Proceedings - Wolf Ranch Parkway Road Expansion Project from SH29 to Rivery Boulevard
Consideration and possible action to approve a Resolution of Public Convenience and Necessity pursuant to Government Code Section 2206.053, thereby authorizing finding that portions of property located at 141 Belford Street, Georgetown, Texas 78628, currently owned by Owners Association of Wolf Ranch Residential Community Association, Inc., is necessary for the Wolf Ranch Road Improvements Project; and authorizing eminent domain proceedings for the acquisition of fee simple right-of-way

("ROW"), drainage easement and temporary construction easement, or any lesser interest from said property -- Scott Mikel, Real Estate Services Coordinator

6.E Resolution Finding of Public Convenience and Necessity and Authorizing Eminent Domain Proceedings Resolution - Memorial Drive Improvements Project from River Chase Blvd. to Wolf Lakes Dr.

Consideration and possible action to approve a Resolution of Public Convenience and Necessity pursuant to Government Code Section 2206.053 finding that a portion of property located at 750 Memorial Drive, Georgetown TX 78626, currently owned by ALJD-GTTX, LLC, is necessary for the Memorial Drive Improvements Project; and authorizing eminent domain proceedings for the acquisition of a drainage easement, or any lesser interest from said property -- Scott Mikel, Real Estate Services Coordinator.

6.F First Reading - Ordinance approving a temporary pilot street patio program

First Reading of an Ordinance adding Chapter 12.035 to the Code of Ordinances approving a temporary pilot street patio program regulating the permitting, licensing, operation, maintenance, and use of street patios within the public right-of-way in accordance with Chapter 316 of the Texas Transportation Code -- Kelly Trietsch, Chief Development Officer

6.G Public Hearing and First Reading - Serenity Ranch ETJ MUD

Public Hearing and First reading of an Ordinance of the City Council of the City of Georgetown, Texas approving the "Consent Agreement" between the City and CR 150 QOZB, LP, a Delaware Limited Partnership, consenting to the creation of an ETJ Municipal Utility District over approximately 112 acres of land generally situated 1 mile east of IH35, with a small portion of the proposed district's northern boundary situation adjacent to County Road 150 -- Nick Woolery, Assistant City Manager

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

First Reading of an Ordinance approving the 14th amendment to the Sun City Texas Development Agreement, to allow for up to 55% maximum building coverage and 4,000 square feet minimum lot sizes for the Cluster Parcels Attached Single-Family Use in Sun City Neighborhood 61 (2026-1-DA) -- Ryan Clark, AICP, Assistant Planning Director

Adjournment

Certificate of Posting

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

_____

Robyn Densmore, City Secretary

City of Georgetown, Texas
City Council
October 27, 2026

SUBJECT:
Parks and Recreation Cost Recovery Study Update

SUGGESTED ACTION:
Presentation and discussion regarding proposed updates to the Parks and Recreation Cost Recovery Methodology and Financial Sustainability Plan -- Eric Nuner, Parks and Recreation Director and Sajjad Mia, Parks and Recreation Manager

ITEM SUMMARY:
The Parks and Recreation Department is updating its cost recovery methodology and developing a financial sustainability plan to support long-term service delivery and provide a consistent framework for financial decision making. In January 2026, the Department selected 110% Inc. to assist with this effort. The project has evaluated the Department's current cost recovery methodology, financial sustainability continuum, resident and nonresident participation, and the financial structure of its programs and services. These findings inform proposed revisions to the Department's cost recovery policy and strategies to improve cost recovery. The effort will culminate in a formal policy framework designed to guide consistent, transparent, and sustainable financial decision making across the Department.

FINANCIAL IMPACT:
N/A

SUBMITTED BY:
Amy Castillo, Parks and Recreation

ATTACHMENTS:
Item 1.A - Council Workshop - Cost Recovery Presentation.pdf
110% Cost-of-Service Analysis Final Report - Georgetown FY 2025.pdf

Parks and Recreation Financial Sustainability

October 27, 2026 – Council Workshop

GEORGETOWN TEXAS

Agenda

- Background & History of Cost Recovery
- Cost Recovery Methodology & Process Update Based on FY25 Data
- Resident/Non-Resident Methodology
  - Pilot Program Update
  - Resident and Non-Resident Data
- Feedback on Financial Sustainability Plan
  - Service Categories, Financial Sustainability Continuum, Cost of Service Analysis for FY25, and the Fee and Financial Sustainability Policy
    - High Demand or Waitlisted Services: Non-resident rate at differential greater than the comparable resident rate

Background & History of Cost Recovery

Department Mission & Vision

- Mission Statement: To provide positive and welcoming experiences to enhance the quality of life for our community.

- Vision Statement: We inspire healthy lifestyles and a passion for parks by providing safe, thoughtfully designed, and well-maintained spaces, innovative programs, and community-focused services.



History

- 2012 Resident and Non-Resident differential adopted
- 2021 Need identified for consensus on subsidy/cost recovery levels
- March 2022 Cost Recovery Study completed in conjunction with 2022 Parks and Recreation Master Plan
- July 2022 Cost Recovery Study and Policy adopted by Council
- FY21-FY25 Cost of Service Analysis conducted
  - FY23-25 Analysis completed by consultant 110%
- Council Presentation on Cost Recovery completed June 24, 2025
- FY26 Financial Sustainability Study Update
  - Completed by consultant 110%

110% Financial Sustainability Methodology & Process

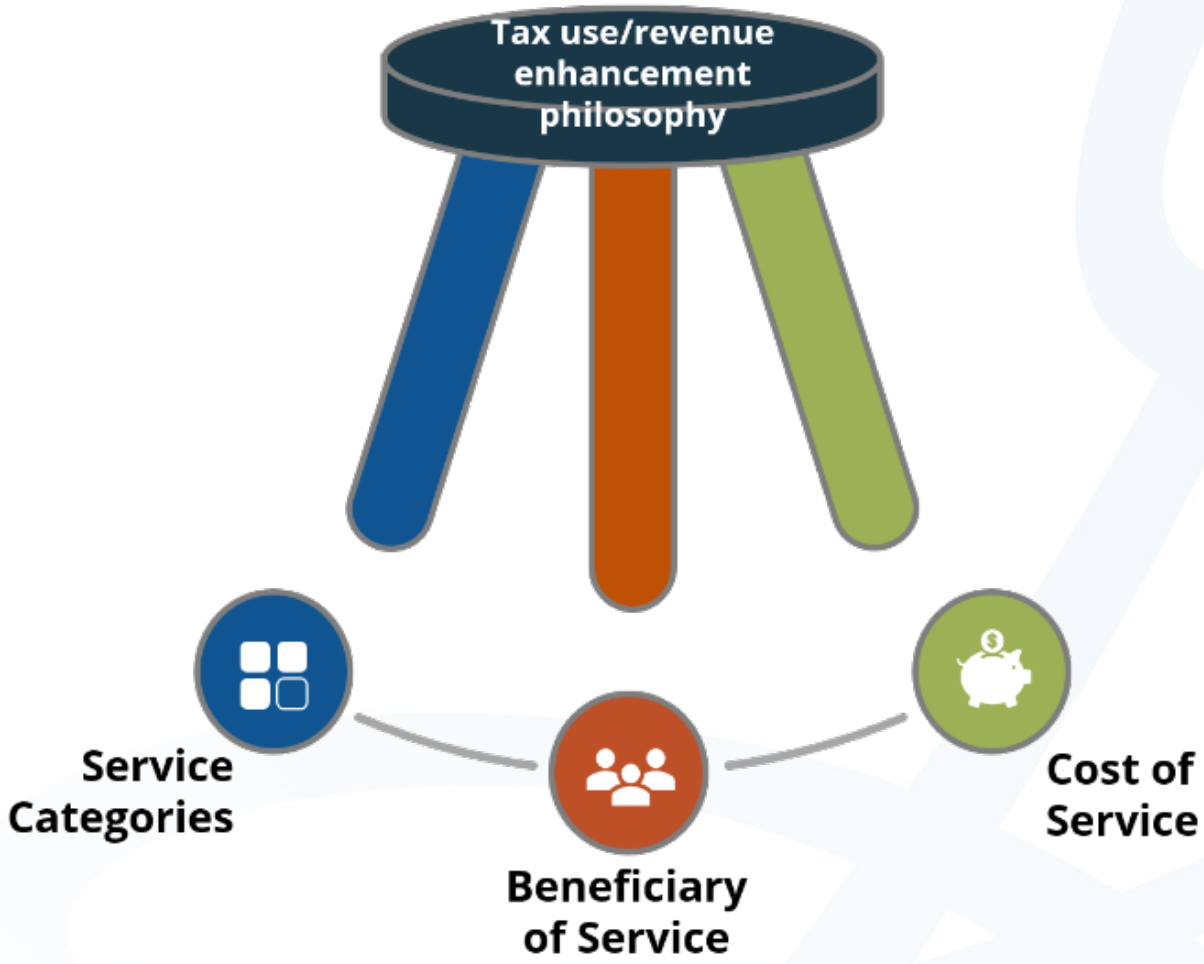


Ethical Decision Making

Adaptive Leadership

Financial Sustainability

Financial Sustainability Strategy - Process



Service Categories

Service Categories

The coordination/organization of services by "**like purpose**" being the principal consideration (and not "likeness")

Why?

- ✓ Discourages social values debate
- ✓ Eliminates arbitrary goal setting
- ✓ Equity-based decision making

Service Categories > Beginner Level Activities



Seniors
(Intro to Fitness)



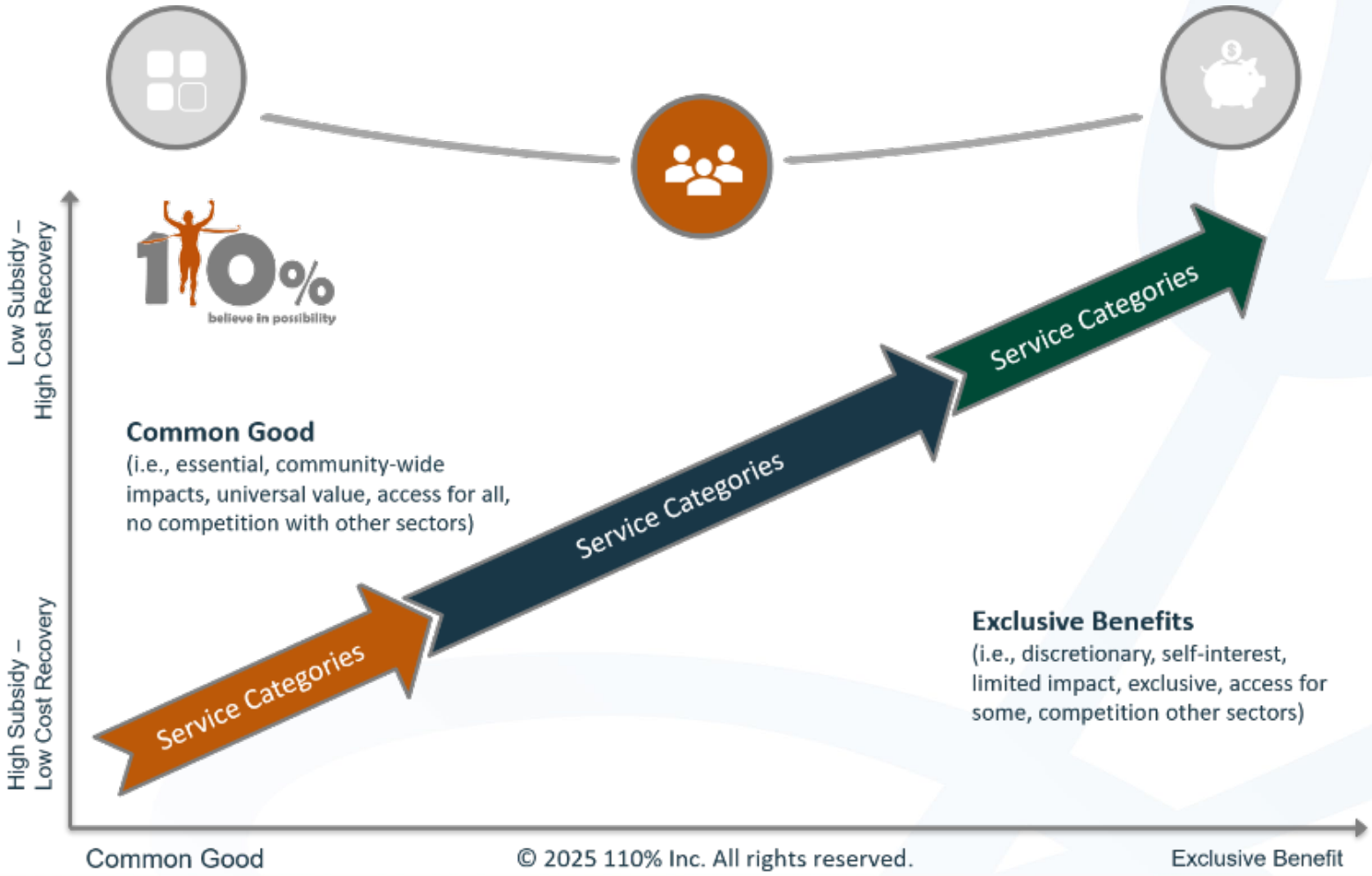
Aquatics
(Learn to Swim)



Youth Sports
(T-ball)

similar purpose = **same cost recovery goal**

Beneficiary of Service



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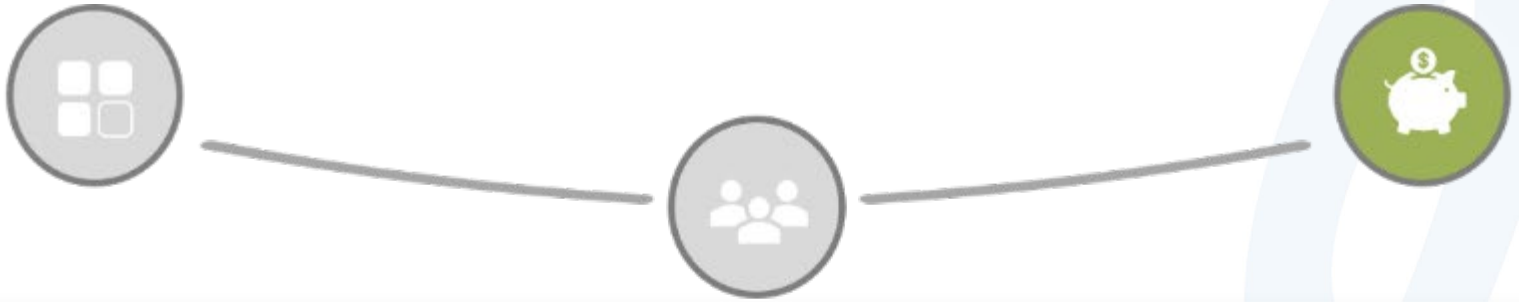
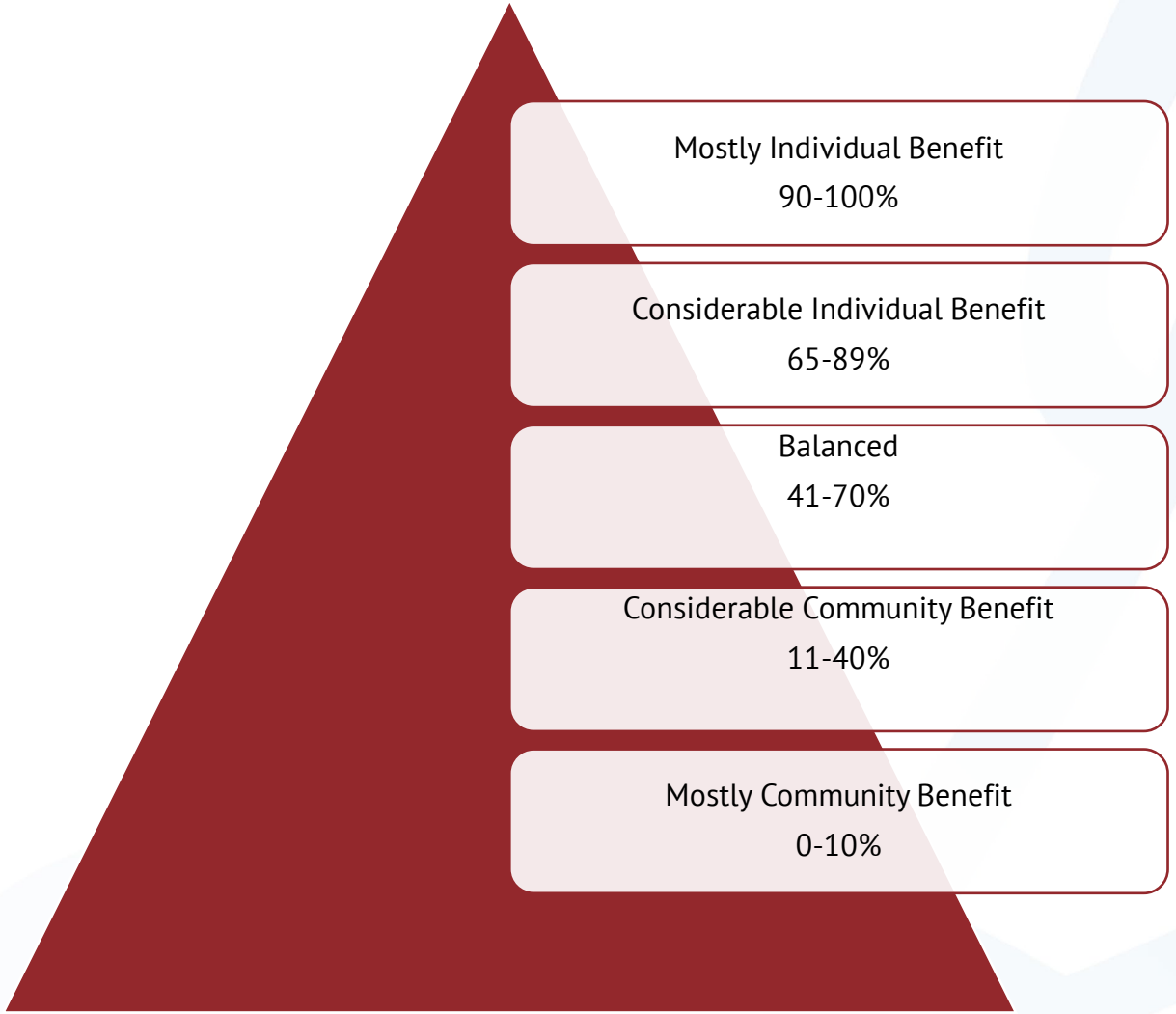
Cost of Service - Example

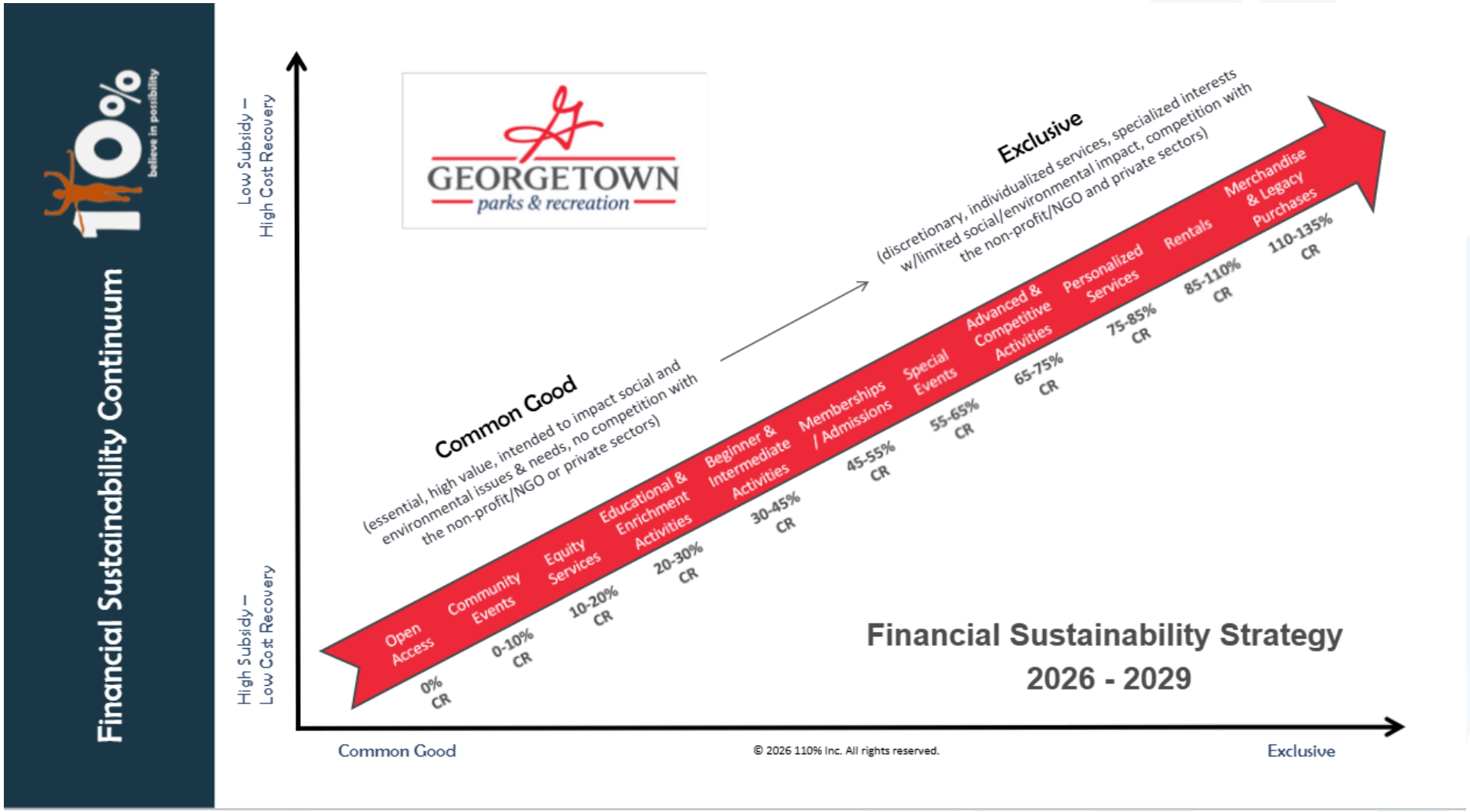


Service Category	Revenue		Expenses				Subsidy	Cost Recovery Results		
	Participations/ Quantity Sold	Total Revenue	Direct - Service	Direct - Facility	Indirect	Total Expense	Subsidy Amount	Cost Recovery %	Cost Recovery Goal (Mid)	Variance From Goal
Community Events	2,304	$ 30,900	$ 224,365	$ 9,174	$ 51,216	$ 284,755	$ 253,855	11%	15%	-4%
Introductory Activities	2,893	$ 140,155	$ 254,501	$ 93,742	$ 76,370	$ 424,612	$ 284,457	33%	48%	-14%
Sponsored / Partner Events	50	$ 4,482	$ 34,400	$ 11,205	$ 10,001	$ 55,606	$ 51,124	8%	48%	-39%
Signature Events	2,614	$ 19,206	$ 133,210	$ 3,287	$ 29,934	$ 166,431	$ 147,225	12%	53%	-41%
Monitored Open Play	69,917	$ 268,429	$ 249,677	$ 622,401	$ 191,248	$ 1,063,327	$ 794,899	25%	60%	-35%
Skill Building	3,554	$ 310,216	$ 424,130	$ 116,428	$ 118,545	$ 659,102	$ 348,886	47%	70%	-23%
Advanced / Competitive	795	$ 181,995	$ 287,504	$ 57,290	$ 75,614	$ 420,407	$ 238,412	43%	88%	-44%
Rentals	725	$ 98,934	$ 147,320	$ 187,068	$ 73,332	$ 407,720	$ 308,786	24%	90%	-66%
Retail	22,698	$ 39,193	$ 84,726	$ 11,832	$ 21,175	$ 117,734	$ 78,541	33%	100%	-67%
Total by Service Category	105,550	$ 1,093,509	$ 1,839,831	$ 1,112,428	$ 647,435	$ 3,599,695	$ 2,506,186	30%		
Open Access	-	$ -	$ -	$ 1,863,933	$ 408,764	$ 2,272,696	$ 2,272,696	0%	0%	0%
TOTAL	105,550	$ 1,093,509	$ 1,839,831	$ 2,976,361	$ 1,056,199	$ 5,872,391	$ 4,778,882	19%		

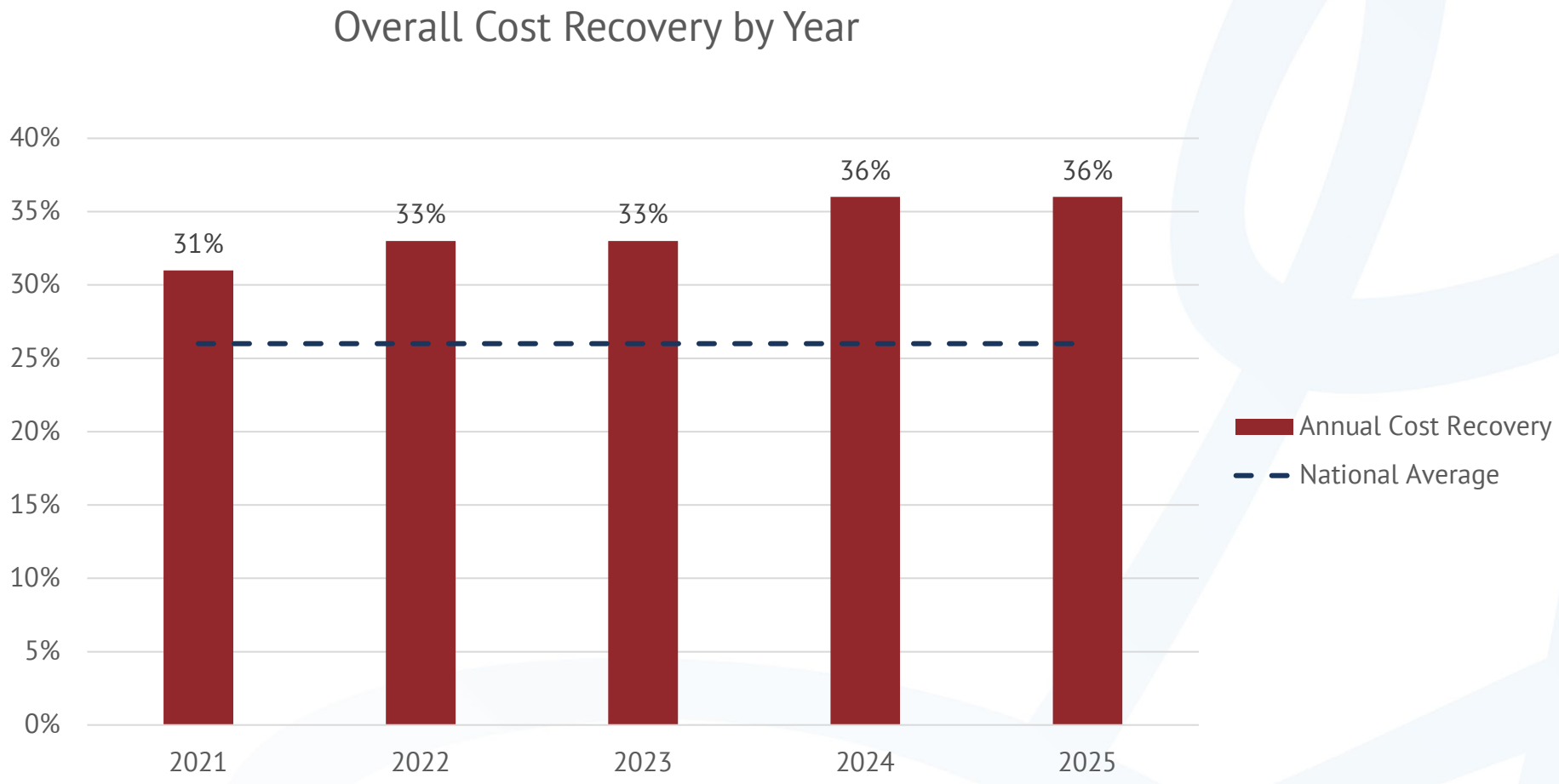
Prior Cost Recovery Methodology



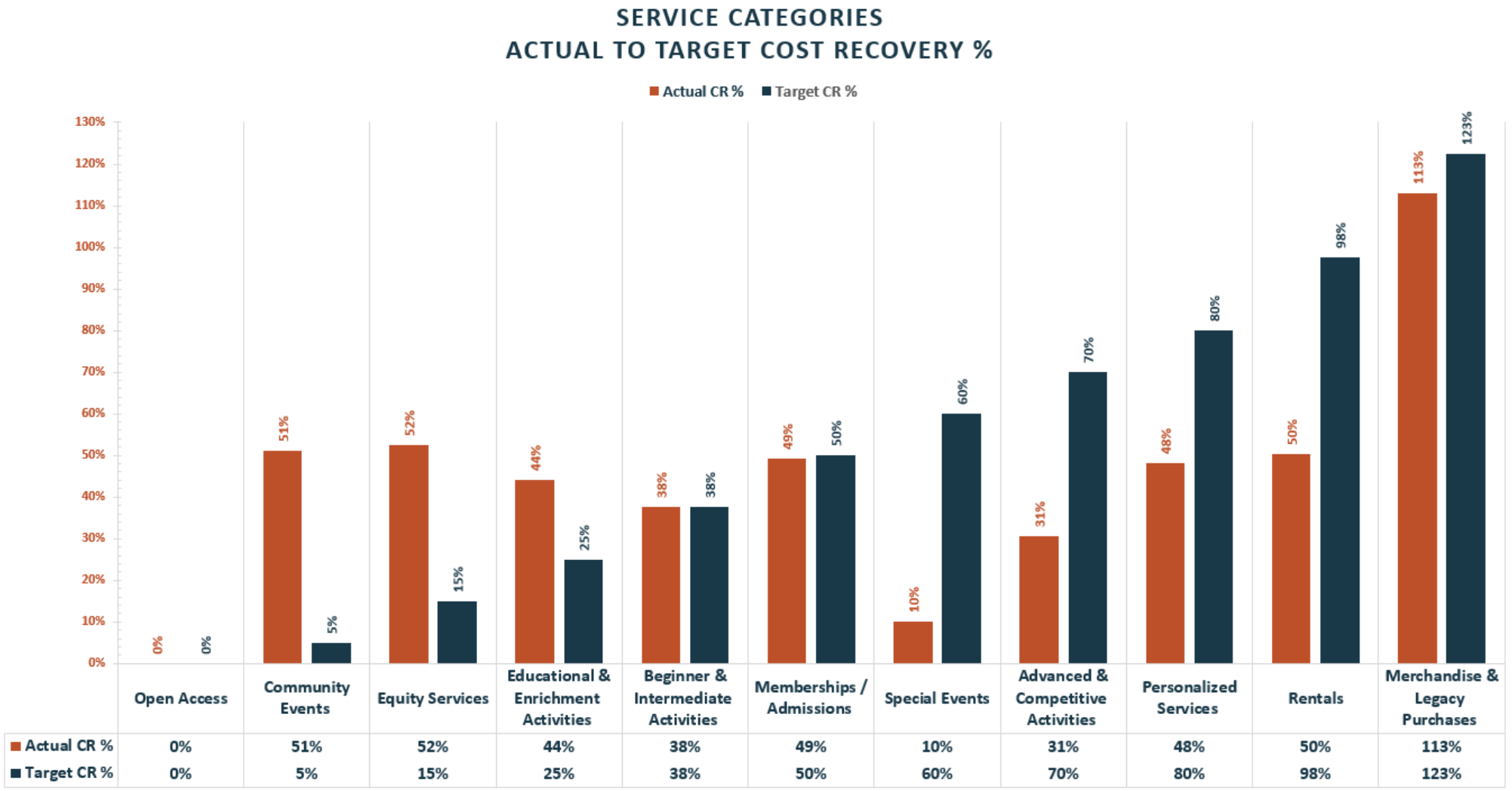
Updated Financial Sustainability Continuum



Cost Recovery Overall

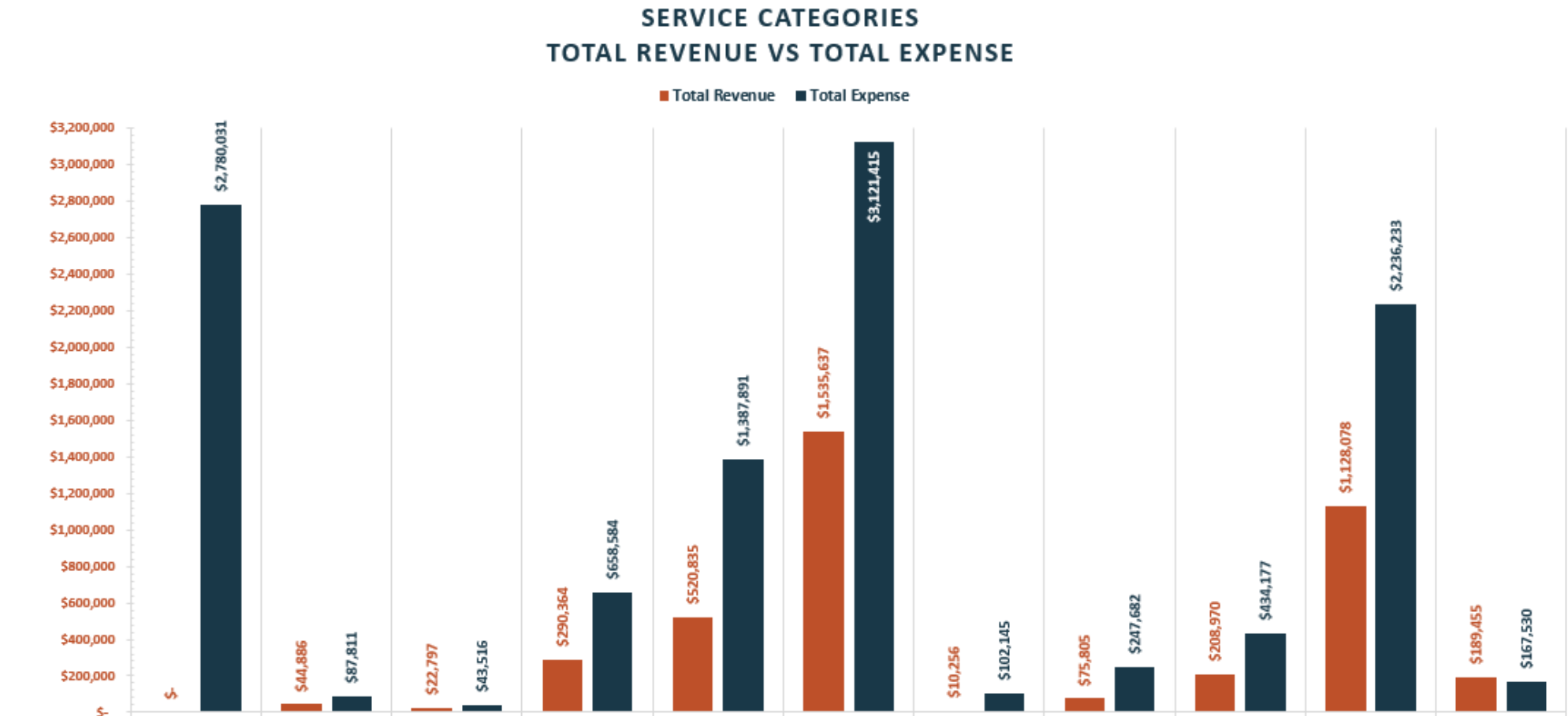


Cost Recovery FY25 W/Ranges



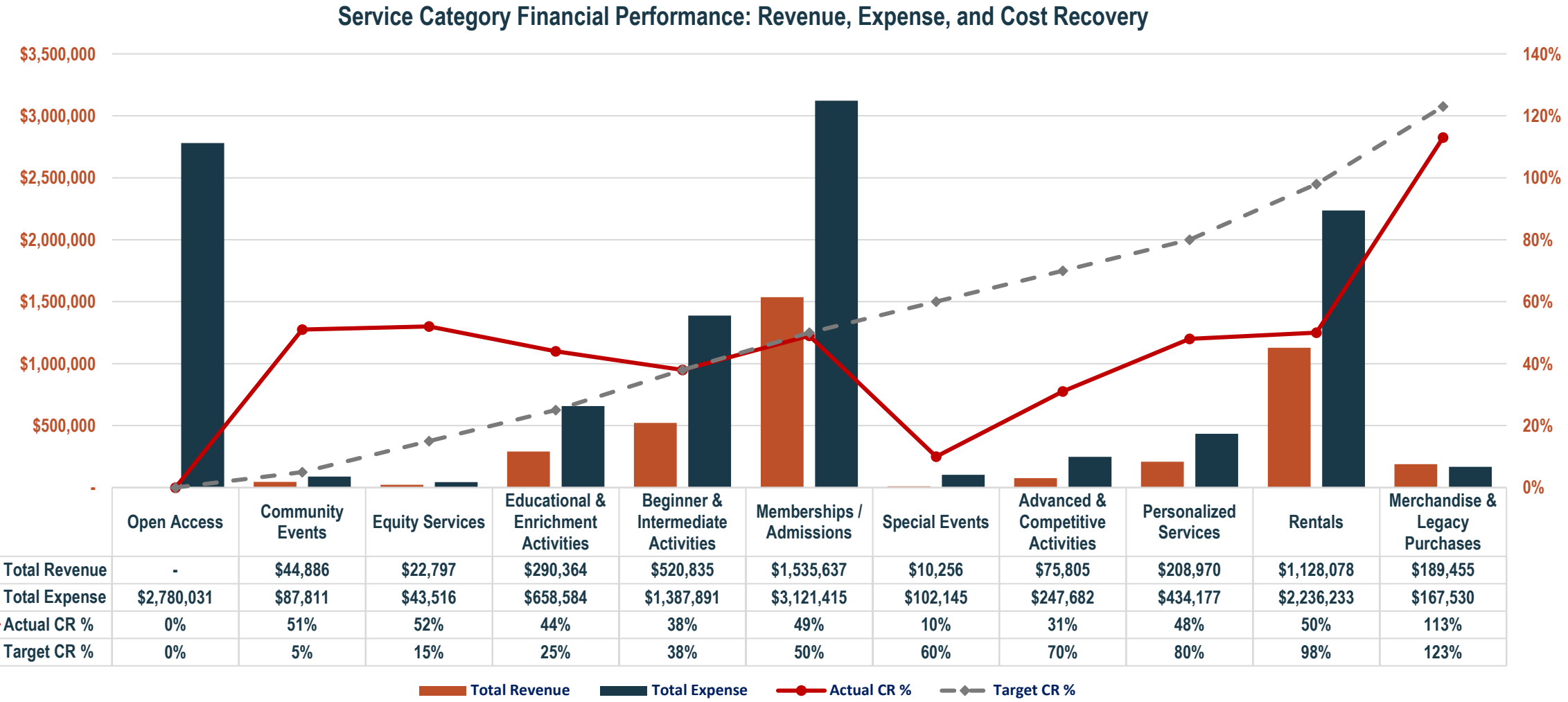
	Open Access	Community Events	Equity Services	Educational & Enrichment Activities	Beginner & Intermediate Activities	Memberships / Admissions	Special Events	Advanced & Competitive Activities	Personalized Services	Rentals	Merchandise & Legacy Purchases
Actual CR %	0%	51%	52%	44%	38%	49%	10%	31%	48%	50%	113%
Target CR %	0%	5%	15%	25%	38%	50%	60%	70%	80%	98%	123%

Cost Recovery FY25 W/ Revenue & Expenses



	Open Access	Community Events	Equity Services	Educational & Enrichment Activities	Beginner & Intermediate Activities	Memberships / Admissions	Special Events	Advanced & Competitive Activities	Personalized Services	Rentals	Merchandise & Legacy Purchases
Total Revenue	$-	$44,886	$22,797	$290,364	$520,835	$1,535,637	$10,256	$75,805	$208,970	$1,128,078	$189,455
Total Expense	$2,780,031	$87,811	$43,516	$658,584	$1,387,891	$3,121,415	$102,145	$247,682	$434,177	$2,236,233	$167,530

Cost Recovery FY25 W/Revenue, Expenses & Ranges



	Open Access	Community Events	Equity Services	Educational & Enrichment Activities	Beginner & Intermediate Activities	Memberships / Admissions	Special Events	Advanced & Competitive Activities	Personalized Services	Rentals	Merchandise & Legacy Purchases
Total Revenue	-	$44,886	$22,797	$290,364	$520,835	$1,535,637	$10,256	$75,805	$208,970	$1,128,078	$189,455
Total Expense	$2,780,031	$87,811	$43,516	$658,584	$1,387,891	$3,121,415	$102,145	$247,682	$434,177	$2,236,233	$167,530
Actual CR %	0%	51%	52%	44%	38%	49%	10%	31%	48%	50%	113%
Target CR %	0%	5%	15%	25%	38%	50%	60%	70%	80%	98%	123%

Resident/Non-Resident Methodology

Resident/Non-Resident Methodology (Established 2012)

- Memberships
  - Annual Resident Rate: 65% to 85% of the non-resident rate

- All Other Rates
  - Rates greater than or equal to $50: The non-resident rate will be a minimum of 25% higher than the resident rate
  - Rates less than $50: The non-resident rate will be a minimum of $10 greater than the resident rate

*By ordinance, Director has authority to set fees

Updates

- Beginning Fall 2025 residents received priority registration on all programs

- Beginning Fall 2025 three programs were chosen to pilot a 100% cost recovery non-resident fee

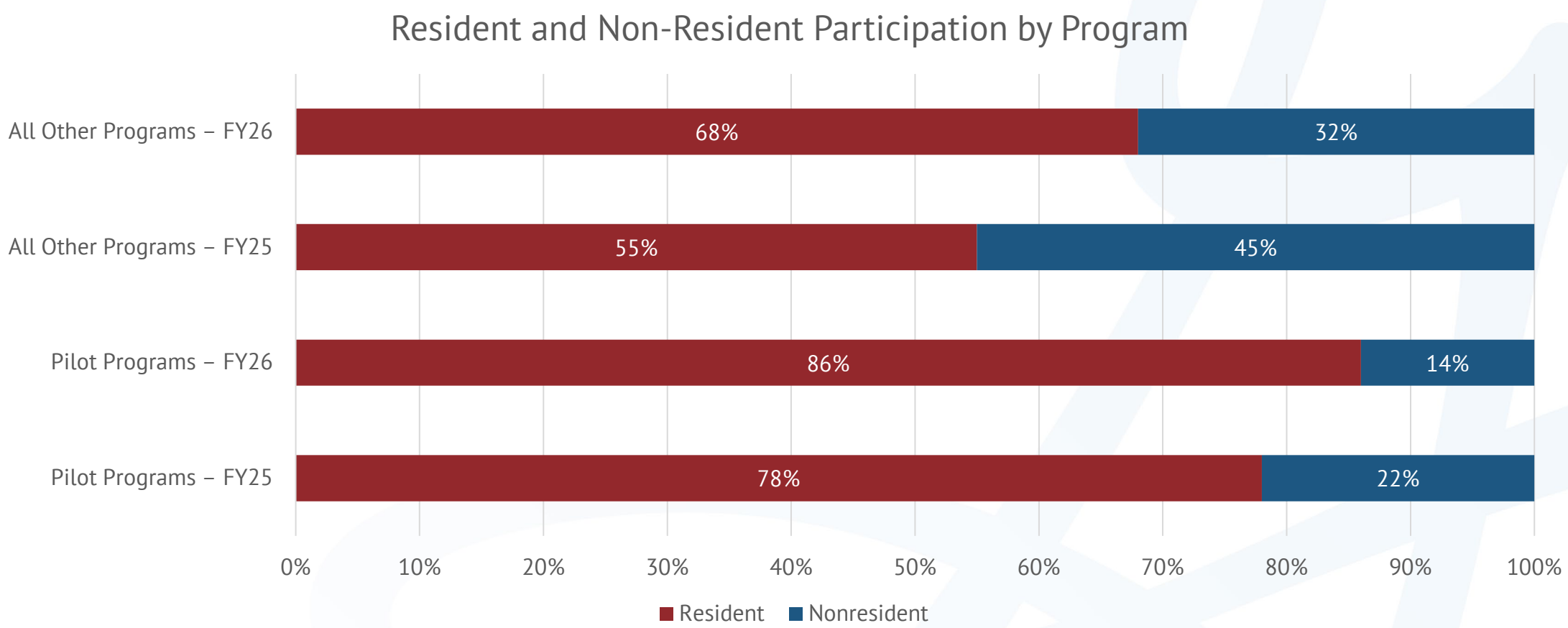
- Beginning Fall 2026 two additional programs were chosen to pilot a 100% cost recovery non-resident fee

Non-Resident (NR) 100% Cost Recovery Pilot

Service Area	% Non-Resident Registration	Annual Waitlist FY25	FY27 R Fee	FY27NR Fee
Group Swim Lessons	28%	1090	$60	$85
Summer Camps	8%	488	$175	$284
Youth Basketball	35%	324	$60	$170
Youth Soccer	38%	212	$60	$99
Youth Volleyball	45%	125	$60	$91

* Youth Soccer and Youth Volleyball are new additions to the pilot program that were implemented for FY27

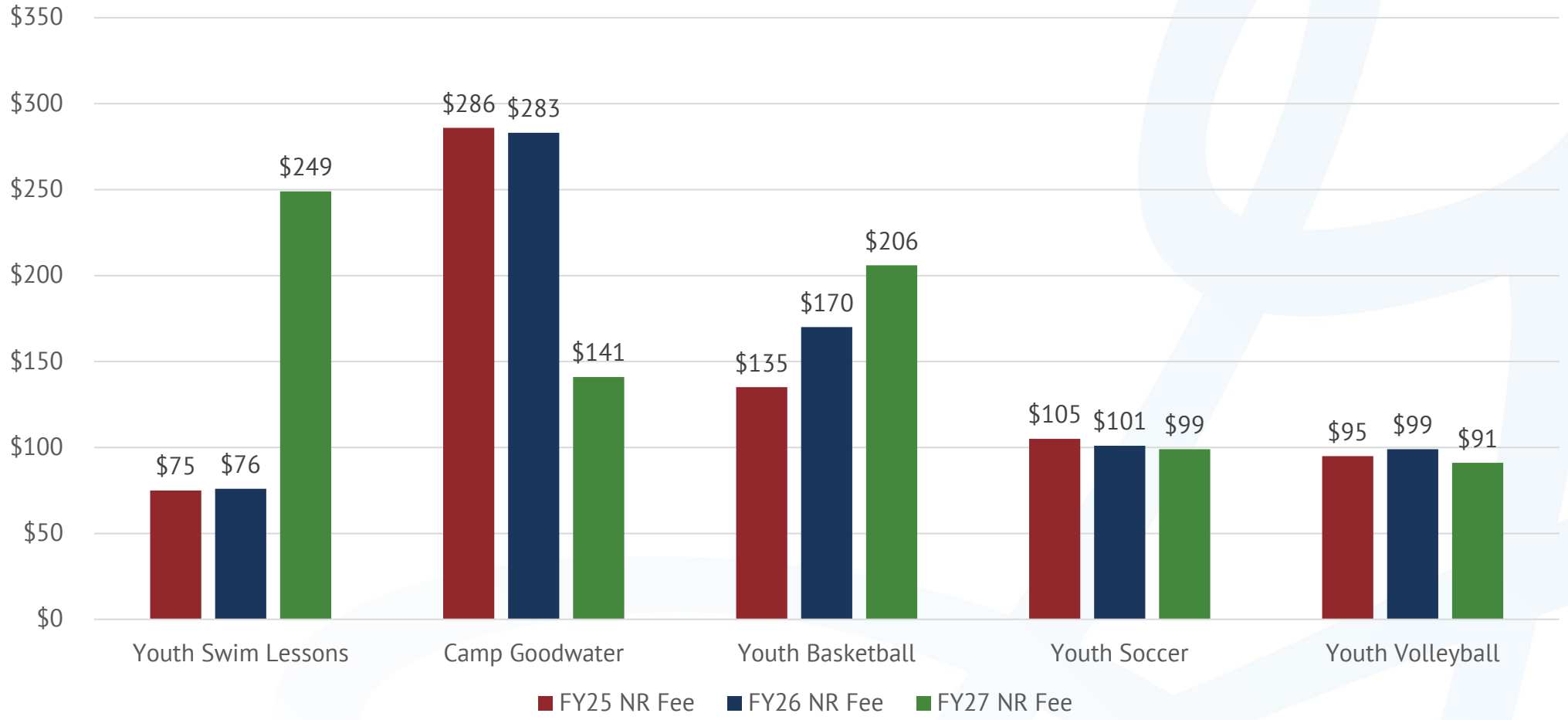
Pilot Program Update



Resident Rates Without Non-Resident Participation

Service Area	Current Resident Fee	FY25 Resident Participation	Resident Fee w/o Non-Resident Participation	Difference Between Resident Rates
Youth Basketball	$60	552	$146	$86
Group Swim Lessons	$60	886	$90	$30
Youth Volleyball	$60	450	$76	$16
Youth Soccer	$60	1,296	$73	$13

Non-Resident (NR) 100% Cost Recovery Fees YoY



Non-Resident Participation Summary

- Pilot program has increased resident participation but has proven less effective than priority registration
- Non-Resident revenue is pivotal to ensure resident fees remain affordable
- Pilot program fees year over year could lead to drastic variations affecting customers and staff efficiency
- A differential greater than the comparable resident rate allows staff the flexible to price high demand programs non-resident rates to better align with the market

Feedback

- Does Council Support the Financial Sustainability Plan?
  - Service Categories, Financial Sustainability Continuum, Cost of Service Analysis for FY25, and the Fee and Financial Sustainability Policy
    - High Demand or Waitlisted Services: Non-resident rate at differential greater than the comparable resident rate

SERVING THE PARK & RECREATION INDUSTRY



Prepared for:

Georgetown Parks and Recreation Department

Georgetown, TX

10% believe in possibility

Financial Sustainability Strategy Update

Final Report

October 2026

FY 2025



What's Inside
Your Final Report

We are pleased to submit the following *Financial Sustainability Strategy Final Report* to the Georgetown Parks and Recreation Department. This report provides a comprehensive review of the Financial Sustainability Strategy project.

The pages that follow provide an overview of the project, outlining the methodology and providing a summary of the materials produced:

3 **Project Overview & Philosophy**

4 **Education & Training**
- Beneficiary of Service
- Service Categories

6 **Cost-of-Service Analysis**
- Overview & Process
- Summary of Results
- Results by Sub Service Area
- Expense Insights
- Year-over-Year Comparison

12 **Strategies and Recommendations**
- Financial Sustainability Strategy
- Parks and Recreation Fee and Financial Sustainability Policy
- Resident/Non-Resident Analysis
- Market Analysis
- Recommended Actions
- Pricing | Fees & Charges
- Insights into Action

25 **Conclusion**





Our commitment

is to help your organization position itself for long-term financial resilience, strength, and vitality.

Georgetown Parks & Recreation Department's Financial Sustainability Strategy

High-performing park and recreation agencies seek out and embrace responsible financial and service management practices. They actively understand the cost of doing business, identify cost savings, seek out partnerships that have reciprocal benefits, divest of services that do not align with mission or waste resources, and generate revenues when and where appropriate to reinvest in important and often underfunded services, maintain infrastructure, and relieve pressure on taxpayer resources. Ultimately, they possess a financial sustainability philosophy that provides a foundation from which all investment and spending decisions, and funding strategies are built.

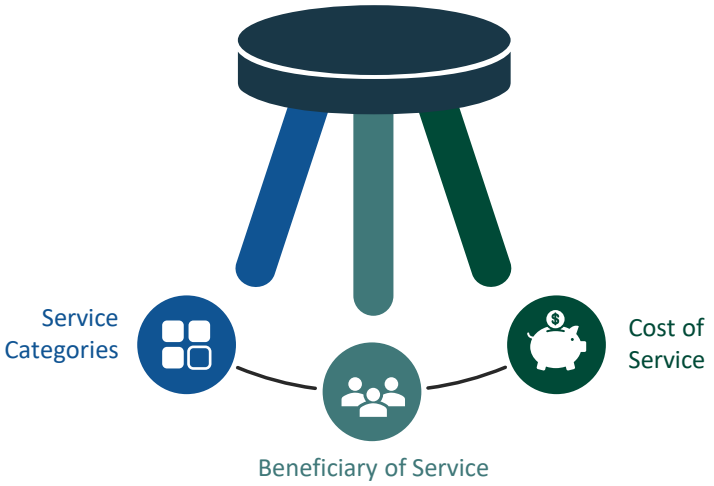
The Georgetown Parks & Recreation Department chose to engage in an update of its Financial Sustainability Strategy to continue to prepare and equip their team with solid financial management competencies, compel them to use data to inform decisions and cultivate fiscal responsibility at all levels of the agency.

Parks & Reconomics©

The Financial Sustainability Three-legged Stool illustration builds on the philosophy of Parks and Reconomics© - how parks and recreation organizations manage their finite financial resources.

The Georgetown Parks & Recreation Department embraced this charge and the exercise of creating a financial sustainability strategy for its parks and recreation services by following these principle steps.

Tax Use/Revenue Enhancement Philosophy





Education and Training

Beneficiary of Service

The development of categories which include services that are alike in "purpose" is important when it comes to justifiable and equitable allocation of subsidy, cost recovery levels, and assignment of budget and general ledger lines to account for a category's fiscal performance.

The benefits of this type of approach are two-fold:

1. It is inefficient for the department to determine cost recovery expectations by each individual service including facility, activity, or event
2. Categorizing by "type of service" or "likeness of service" discourages attempts to determine fees and charges (and therefore cost recovery decisions) based upon special interests, age-based services, or individual values.

Georgetown provides many services annually to the community. The Service Categories on the following page represent the department's service menu and include Service Category definitions as well as example services.

Service Categories are listed in order from those perceived to be Common Good Services (#1) to those seen as providing a more Exclusive Benefit (#11) as developed and ranked by Department staff and Parks and Recreation Advisory Board.

Common Good Services or cause and purpose driven services intend to impact social, economic, and environmental issues and needs and align with the fundamental purpose and mission of the department. Typically, there are no like services provided by the non-profit/Non-Governmental Organizations (NGO) or private sectors.

Exclusive Benefit Services or specialized services, intend to serve personal interests. Typically, there is competition with the non-profit/ Non-Governmental Organizations (NGO) and private sectors which offer like services.

Common Good Services (justification for greater subsidy investment)

- Community building
- Provides accessibility to marginalized/under-represented populations
- Broad appeal to a wide audience
- Services contribute to greater equity, cultural awareness, and make EVERYONE's life better

Exclusive Benefit Services (justification for greater cost recovery expectation)

- Individualized, special interest
- Requires higher competency/ability level to participate
- Specialized activities
- Individualized services are often accessible outside of the parks and recreation system



Education and Training

Georgetown Parks & Recreation Department Service Categories

1. Open Access Activities
Services that are available for use without registration or direct supervision. These offerings are self-directed and designed for flexible, independent participation. (Examples: Parks, Trails, Splashpads, etc.)

2. Community Events
Large-scale events that appeal to a broad portion of the community regardless of age, ability, family composition, etc. These events are highly intensive, require high resource allocations, and typically occur on an annual basis. (Examples: Cupid's Chase, Trick of Treat Trail, Sunset Movie Series, etc.)

3. Equity Services
Services designed to reduce barriers and address community inequities by improving access to recreation opportunities. These offerings prioritize inclusion, affordability, and targeted outreach to underserved populations. (Examples: Rec on The Go, Adaptive Camp, Tales on the Trails, etc.)

4. Education & Enrichment Activities
Classes, clinics, workshops, and other instructor-led programs designed to foster cognitive, creative, or life-skill development. (Public Stargazing Nights, Esteam Camps, Chess Camp, etc.)

5. Beginner & Intermediate Activities
Classes, clinics, workshops, and other led or instructed activities in which the primary intent is to acquire or refine a skill. These offerings emphasize progression, instruction, and skill-building rather than competition. (Examples: Youth Learn to Swim, Youth Soccer League, Kinderdance Tap, etc.)

6. Memberships / Admissions
Services that provide access to facilities or amenities through single-entry or recurring membership options. These offerings grant individuals the right to utilize spaces and participate in general-use activities. (Examples: Garey Park Admissions, Recreation Center Memberships, Pool Passes, etc.)

7. Special Events
Targeted events designed for specific or niche audiences with shared interests. These offerings are smaller in scale, require fewer resources, and are tailored to a defined participant group. (Examples: May the Fourth Be With You, Live on the Lawn, Sing and Splash, etc.)

8. Advanced & Competitive Activities
Classes, clinics, leagues, and team-based programs designed to advance or master skills within a structured, competitive environment. These offerings emphasize performance, progression, and competition, typically involving scoring, rankings, or formalized play. (Georgetown Swim Academy, Pickleball Competitive Clinics, Tennis Tournaments, etc.)

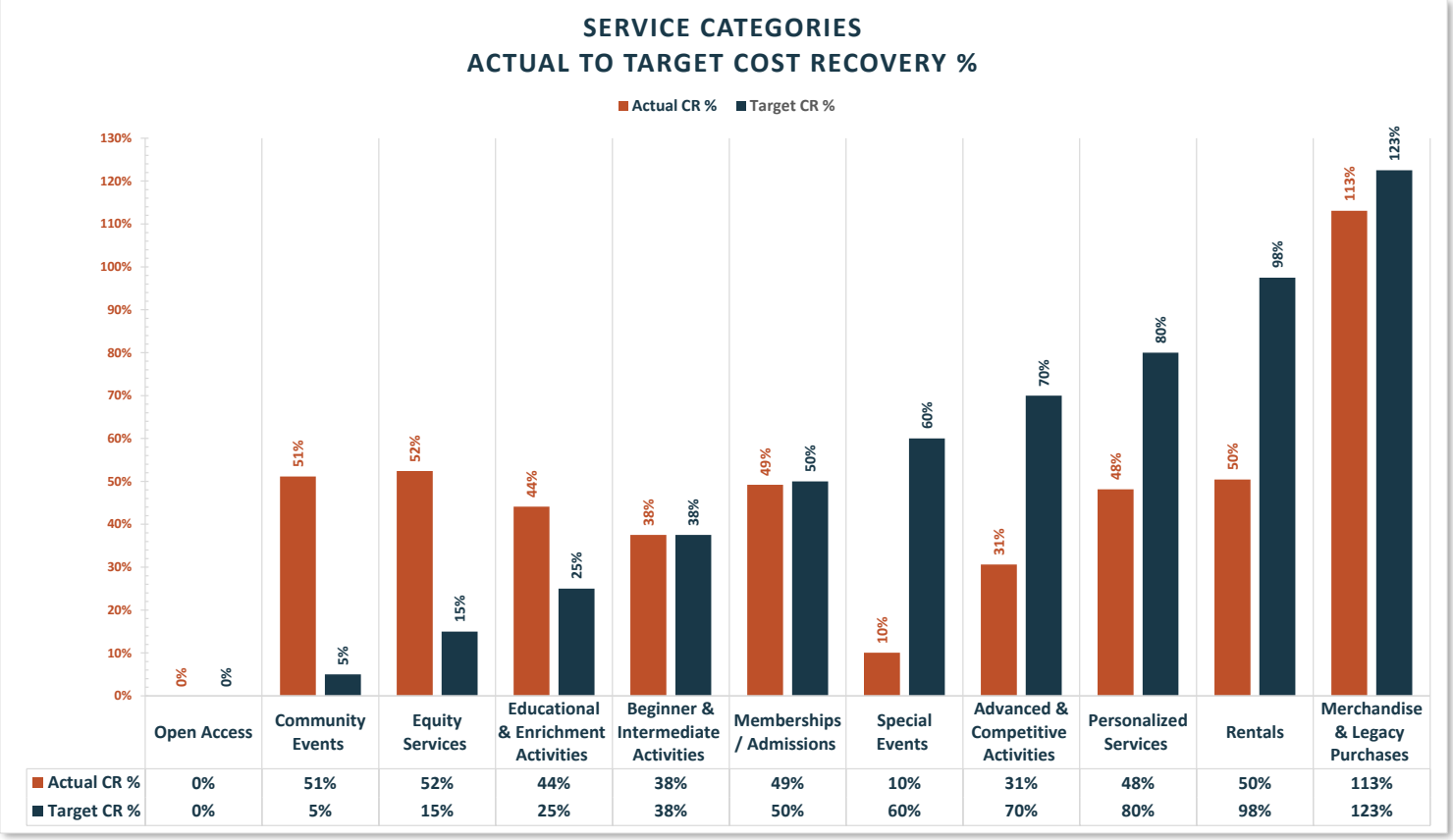
9. Personalized Services
Individualized classes, clinics, workshops, and other instructor-led activities delivered in private or semi-private settings to meet the specific needs and goals of individuals or small groups. These services prioritize customized instruction, flexible pacing, and a higher level of attention than standard group programs. (Examples: Personal Training, Private Swim Lessons, Kid's Club, etc.)

10. Rentals
Services in which individuals or groups reserve the use of space or equipment. These offerings may be structured as exclusive or shared use. (Examples: Athletic Field Rentals, Pavilion Rentals, GYGSA Facility Use Agreement, etc.)

11. Merchandize & Legacy Purchases
Goods and services available for purchase at parks and recreation facilities, including both standard retail items and long-term assets. These may range from convenience resale items to commemorative or space-based purchases that provide lasting community value. (Examples: Memorial Benches & Trees, Cemetery Sales, Tennis Pro Shop, etc.)

Cost-of-Service Analysis

Completion of an operational cost-of-service analysis allowed the Department to understand its cost of doing business, ultimately revealing each service's cost recovery and subsidy investment level. Operational revenues (fees and charges, sponsorships, grants, donations), direct costs (expenses associated with the delivery of a service; without the service, the cost would not exist) and indirect costs (expenses that would exist with or without the provision of any one service) that the Department provided were captured and attributed to all services as part of this work, providing several insights that would inform the design and development of the Department's Financial Sustainability Strategy.



	Open Access	Community Events	Equity Services	Educational & Enrichment Activities	Beginner & Intermediate Activities	Memberships / Admissions	Special Events	Advanced & Competitive Activities	Personalized Services	Rentals	Merchandise & Legacy Purchases
Actual CR %	0%	51%	52%	44%	38%	49%	10%	31%	48%	50%	113%
Target CR %	0%	5%	15%	25%	38%	50%	60%	70%	80%	98%	123%

Process

The consulting team worked closely with the Georgetown Parks and Recreation Department team to ensure all expenses and services were identified, and to develop meaningful service areas, facility, and park areas to facilitate the appropriate attribution of expenses to services. The result is a clear picture of the total cost-of-service.



Cost-of-Service Analysis

Results

Results of the analysis provide a comprehensive review of Fiscal Year 2025, encompassing October 1, 2024 to September 30, 2025. The full results from the analysis and interactive features are available in the *Cost-of-Service Results* excel file provided separately. Selected results* from the analysis are included below.

*For detailed results by **sub service areas,** please refer to the appendix section at the end of this report.

Jump to Sub Service Area Detail

Summary of Results by Service Category

Service Category	Stats	Expenses				Subsidy	Cost Recovery Results
	Total Revenue	Direct - Service	Direct - Facility	Indirect	Total Expense	Subsidy Amount	Cost Recovery %
Community Events	$ 44,886	$ 62,651	$ 4,980	$ 20,181	$ 87,811	$ 42,926	51%
Equity Services	$ 22,797	$ 22,069	$ 11,447	$ 10,001	$ 43,516	$ 20,719	52%
Educational & Enrichment Activities	$ 290,364	$ 442,301	$ 64,925	$ 151,358	$ 658,584	$ 368,220	44%
Beginner & Intermediate Activities	$ 520,835	$ 842,926	$ 225,996	$ 318,970	$ 1,387,891	$ 867,056	38%
Memberships / Admissions	$ 1,535,637	$ 1,287,136	$ 1,116,904	$ 717,374	$ 3,121,415	$ 1,585,777	49%
Special Events	$ 10,256	$ 74,479	$ 4,190	$ 23,475	$ 102,145	$ 91,889	10%
Advanced & Competitive Activities	$ 75,805	$ 160,895	$ 29,864	$ 56,923	$ 247,682	$ 171,877	31%
Personalized Services	$ 208,970	$ 283,034	$ 51,359	$ 99,784	$ 434,177	$ 225,207	48%
Rentals	$ 1,128,078	$ 629,952	$ 1,092,343	$ 513,938	$ 2,236,233	$ 1,108,155	50%
Merchandise & Legacy Purchases	$ 189,455	$ 51,737	$ 77,290	$ 38,502	$ 167,530	$ (21,925)	113%
Total by Service Category	$ 4,027,083	$ 3,857,181	$ 2,679,296	$ 1,950,506	$ 8,486,984	$ 4,459,901	47%
Open Access	$ -	$ -	$ 2,141,115	$ 638,916	$ 2,780,031	$ 2,780,031	0%
TOTAL	$ 4,027,083	$ 3,857,181	$ 4,820,412	$ 2,589,422	$ 11,267,015	$ 7,239,932	36%

Summary of Results by Service Area

Service Area	Stats	Expenses				Subsidy	Cost Recovery Results
	Total Revenue	Direct - Service	Direct - Facility	Indirect	Total Expense	Subsidy Amount	Cost Recovery %
RC - Admissions	$ 1,210,148	$ 814,361	$ 539,277	$ 403,930	$ 1,757,567	$ 547,419	69%
RC - Rentals	$ 73,241	$ 96,733	$ 80,075	$ 52,760	$ 229,568	$ 156,327	32%
TC - Admissions	$ 72,528	$ 42,409	$ 46,075	$ 26,404	$ 114,889	$ 42,361	63%
TC - Programs	$ 157,012	$ 226,983	$ 9,664	$ 70,616	$ 307,264	$ 150,252	51%
TC - Rentals	$ 36,402	$ 97,178	$ 41,853	$ 41,487	$ 180,518	$ 144,116	20%
GP - Admissions	$ 225,838	$ 157,264	$ 384,414	$ 161,638	$ 703,316	$ 477,479	32%
GP - Programs	$ 6,753	$ 35,499	$ 1,308	$ 10,983	$ 47,791	$ 41,038	14%
GP - Rentals	$ 399,465	$ 246,567	$ 265,827	$ 152,900	$ 665,294	$ 265,829	60%
ATH - Adult Athletics	$ 62,100	$ 135,347	$ 24,212	$ 47,613	$ 207,173	$ 145,073	30%
ATH - Youth Athletics	$ 287,209	$ 343,160	$ 143,005	$ 145,073	$ 631,239	$ 344,030	45%
ATH - Athletic Field Rentals	$ 164,237	$ 40,961	$ 365,335	$ 121,240	$ 527,536	$ 363,299	31%
GI - Fitness	$ 131,929	$ 170,136	$ 30,871	$ 59,981	$ 260,988	$ 129,060	51%
GI - Camps	$ 232,602	$ 235,407	$ 55,430	$ 86,787	$ 377,624	$ 145,022	62%
GI - Enrichment	$ 67,161	$ 132,051	$ 21,815	$ 45,914	$ 199,780	$ 132,620	34%
GI - Outdoor Adventure	$ 55,849	$ 158,639	$ 1,047	$ 47,651	$ 207,337	$ 151,488	27%
Senior Programs	$ 25,757	$ 152,821	$ 9,025	$ 48,295	$ 210,141	$ 184,384	12%
Events	$ 93,682	$ 113,911	$ 70,049	$ 54,894	$ 238,853	$ 145,171	39%
Other Rentals	$ 501,311	$ 55,856	$ 333,035	$ 116,046	$ 504,937	$ 3,626	99%
AQ - Aquatics Programs	$ 115,204	$ 226,052	$ 79,348	$ 91,132	$ 396,533	$ 281,329	29%
AQ - River Ridge Pool	$ 4,032	$ 53,952	$ 28,833	$ 24,703	$ 107,489	$ 103,457	4%
AQ - Village Pool	$ 58,251	$ 137,694	$ 63,806	$ 60,128	$ 261,629	$ 203,378	22%
AQ - Williams Dr Pool	$ 46,374	$ 184,199	$ 84,992	$ 80,328	$ 349,519	$ 303,145	13%
Total by Service Area	**$ 4,027,083**	**$ 3,857,181**	**$ 2,679,296**	**$ 1,950,506**	**$ 8,486,984**	**$ 4,459,901**	**47%**
Open Access	$ -	$ -	$ 2,141,115	$ 638,916	$ 2,780,031	$ 2,780,031	0%
TOTAL	**$ 4,027,083**	**$ 3,857,181**	**$ 4,820,412**	**$ 2,589,422**	**$ 11,267,015**	**$ 7,239,932**	**36%**



Cost-of-Service Analysis

Expense Insights

Expense insights provide context and a greater understanding of how the department spends its operational budget. Results below detail the division and category breakdown.

Expenses by Division - 2025

Division Summary		Amount	% of Total
Parks Administration	$	1,776,782.42	15.77%
Parks	$	3,167,754.03	28.12%
Recreation	$	4,589,064.34	40.73%
Tennis Center	$	481,707.02	4.28%
Garey Park	$	1,131,022.11	10.04%
Cemetery	$	120,684.84	1.07%
Total Department	**$**	**11,267,014.76**	**100.00%**

Expenses by Category - 2025

Expense Category Summary		Amount	% of Total
Personnel	$	6,389,574.40	56.71%
Admin	$	119,322.12	1.06%
ISF	$	1,939,392.04	17.21%
O&M	$	1,880,662.31	16.69%
Utilities	$	938,063.89	8.33%
Total Department	**$**	**11,267,014.76**	**100.00%**

Expenses by Division - 2024

Division Summary		Amount	% of Total
Parks Administration	$	1,700,812.59	16.36%
Parks	$	2,798,492.32	26.91%
Recreation	$	4,249,250.97	40.86%
Tennis Center	$	423,032.01	4.07%
Garey Park	$	1,099,446.81	10.57%
Cemetery	$	127,468.06	1.23%
Total Department	**$**	**10,398,502.76**	**100.00%**

Expenses by Category - 2024

Expense Category Summary		Amount	% of Total
Personnel	$	5,963,552.53	57.35%
Admin	$	102,411.78	0.98%
ISF	$	1,711,574.04	16.46%
O&M	$	1,826,631.59	17.57%
Utilities	$	794,332.82	7.64%
Total Department	**$**	**10,398,502.76**	**100.00%**

Cost-of-Service Analysis

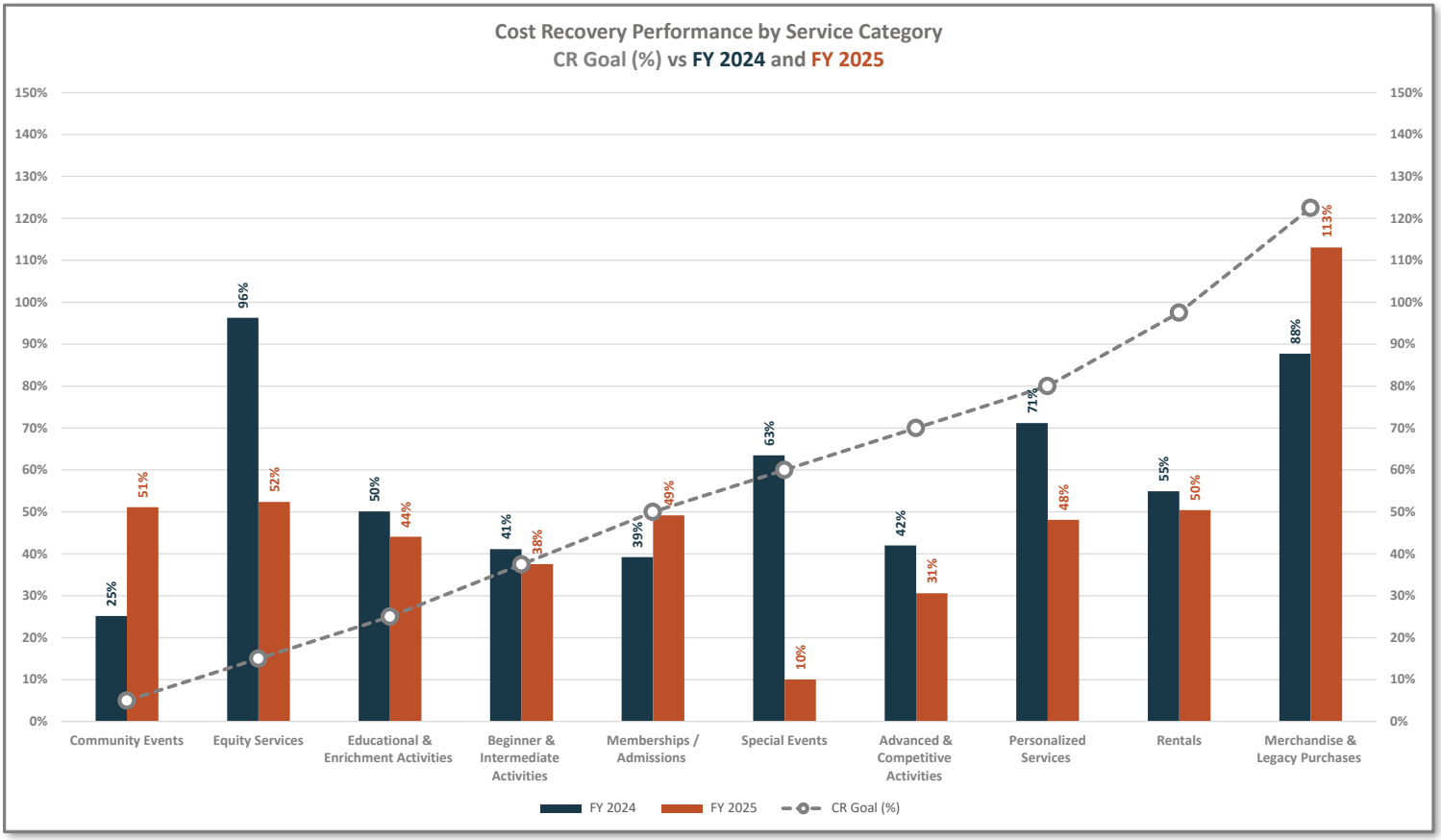
Year-over-Year Comparison

Year-over-Year Comparison

The year-over-year comparison provides a historical look at previous cost recovery performance vs the analysis of the current fiscal year. It should be noted that fluctuations in service delivery are expected and there could be large variations from year-to-year. A recommended best practice is to conduct regular cost-of-service analysis updates and keep a log of impactful organizational changes to aid in the analysis of year-over-year results.

From Fiscal Year 2024 to Fiscal Year 2025, Georgetown's overall cost recovery performance stayed the steady at 36%. Over the past two years, Community Events and Merchandise & Equity Services have shown the greatest increase in cost recovery performance, while Equity Services and Special Events saw the greatest decrease in cost recovery performance.

Cost Recovery Performance by Service Category



Comparison Results by Service Category

A side-by-side comparison of the results shows the overall cost recovery performance from Fiscal Year 2024 to Fiscal Year 2025.

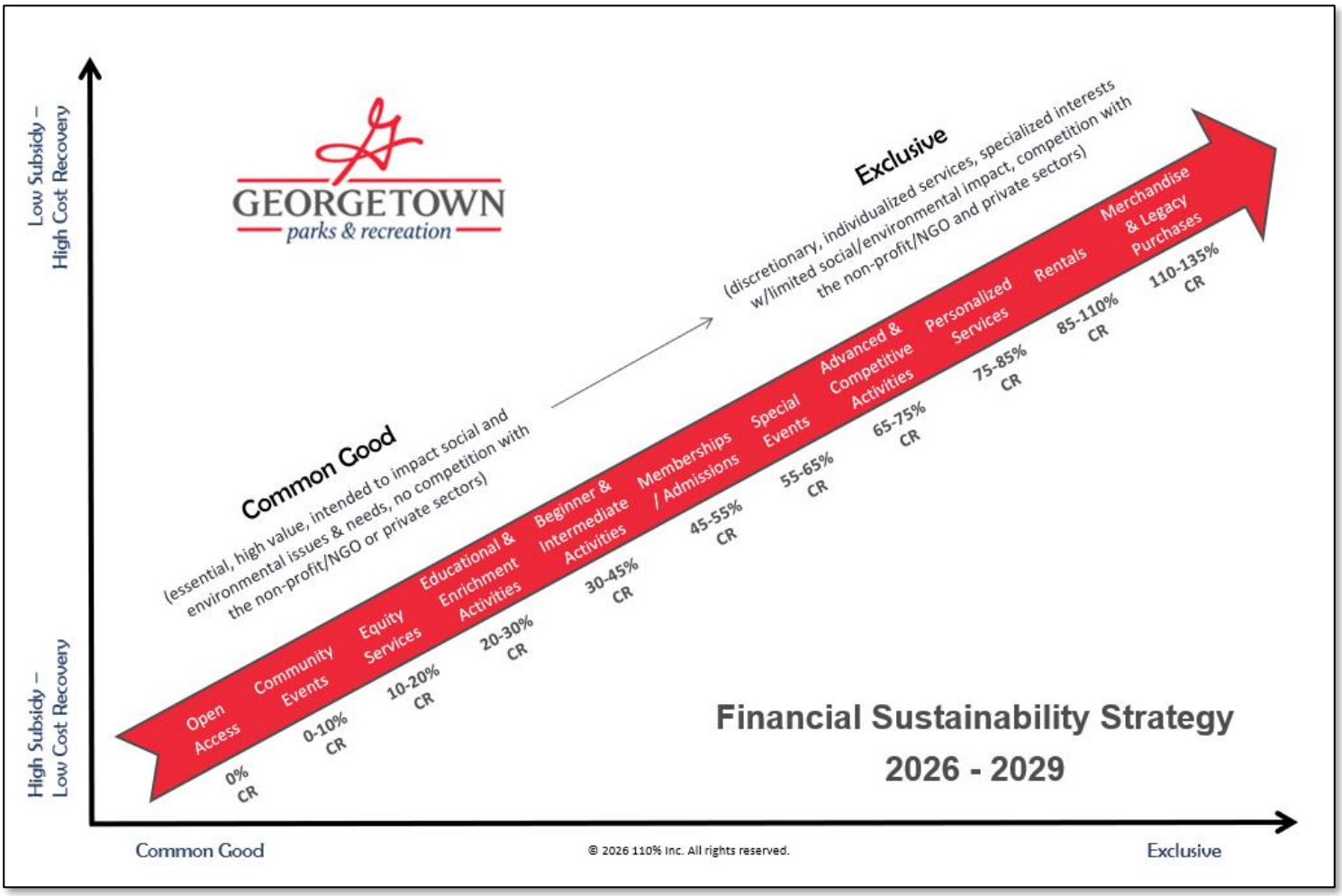
FY 2024	Total Revenue	Total Expense	Cost Recovery %
Community Events	$ 10,704	$ 42,478	25%
Equity Services	$ 22,650	$ 23,519	96%
Educational & Enrichment Activities	$ 217,160	$ 433,610	50%
Beginner & Intermediate Activities	$ 532,875	$ 1,296,017	41%
Memberships / Admissions	$ 1,235,793	$ 3,151,828	39%
Special Events	$ 73,031	$ 115,029	63%
Advanced & Competitive Activities	$ 123,001	$ 292,986	42%
Personalized Services	$ 147,603	$ 207,421	71%
Rentals	$ 1,212,390	$ 2,206,660	55%
Merchandise & Legacy Purchases	$ 121,318	$ 138,304	88%
Total	**$ 3,696,524**	**$ 7,907,853**	**47%**
POST Open Access	$ -	$ 2,490,652	0%
Total	**$ 3,696,524**	**$ 10,398,505**	**36%**

FY 2025	Total Revenue	Total Expense	Cost Recovery %
Community Events	$ 44,886	$ 87,811	51%
Equity Services	$ 22,797	$ 43,516	52%
Educational & Enrichment Activities	$ 290,364	$ 658,584	44%
Beginner & Intermediate Activities	$ 520,835	$ 1,387,891	38%
Memberships / Admissions	$ 1,535,637	$ 3,121,415	49%
Special Events	$ 10,256	$ 102,145	10%
Advanced & Competitive Activities	$ 75,805	$ 247,682	31%
Personalized Services	$ 208,970	$ 434,177	48%
Rentals	$ 1,128,078	$ 2,236,233	50%
Merchandise & Legacy Purchases	$ 189,455	$ 167,530	113%
Total	**$ 4,027,083**	**$ 8,486,984**	**47%**
POST Open Access	$ -	$ 2,780,031	0%
Total	**$ 4,027,083**	**$ 11,267,015**	**36%**

Financial Sustainability Strategy

The Financial Sustainability Strategy Continuum acknowledges varying levels of service. This strategy shifts from one which suggests that all services should be provided at no or low cost for everyone to an equitable and just philosophy where subsidy allocation decisions are based upon "beneficiary of service". In this conceptualization, each type of service has a set of specific characteristics that provide a rationale for who should pay (e.g., taxpayers, the individual, or both) and to what degree. Ultimately, this aligns subsidy allocation, cost recovery goals and expectations with beneficiary of service.

The three-year Financial Sustainability Strategy Continuum includes the department's Service Categories and cost recovery goals and expectations. The continuum is a graphic representation of the department's tax use and revenue enhancement strategy and philosophy.



Parks and Recreation Fee and Financial Sustainability Policy

Sec. 1. – Purpose.

The purpose of this policy is to establish a transparent and consistently applied framework for determining fees and charges for parks, facilities, programs, memberships, admissions, rentals, and other services administered by the City of Georgetown Parks and Recreation Department.

The City provides a basic level of parks and recreation service supported primarily by tax dollars. Fees and other revenue sources are responsible and necessary means of supplementing tax revenue, managing demand, maintaining service quality, and supporting long-term financial sustainability. Fee decisions shall balance affordability, fairness, equity, public benefit, and stewardship of City assets, subject to the adopted budget, applicable ordinances, and law.

Sec. 2. - Cost Recovery Philosophy.

A. Introduction: For the purposes of this policy, service categories are groupings of programs, memberships, rentals, and other services that share similar characteristics and provide comparable levels of community and individual benefit. Services are assigned to these categories through the service classification process described in Section 3.A.

Each service category is assigned a cost recovery target, expressed as the percentage of the category's costs expected to be recovered through user fees and eligible non-tax revenues. Cost recovery targets guide fee-setting and financial planning by establishing the intended balance between service revenues and tax support. Categories providing greater community benefit may have lower cost recovery targets and receive a greater tax subsidy, while categories providing greater individual, specialized, or exclusive benefit may have higher cost recovery targets.

B. Variation by Service: Individual programs, facilities, memberships, rentals and other services may operate above or below their service category target. Services providing broad community benefit may receive a greater tax subsidy, while specialized or exclusive services may be expected to recover most or all of their costs.

C. Alternative Revenue: Grants, sponsorships, donations, partnerships, and other non-tax revenues may be accounted for in cost recovery when they directly support the service. Partnerships shall provide documented reciprocal benefit and fair value to the City and its taxpayers.

Parks and Recreation Fee and Financial Sustainability Policy (cont.)

Sec. 3. – Fee Determination Process.

A. Service Classification: The department shall identify the service and the unit for which a fee will be charged, then classify if the service is a community good, shared between the public and individual users, or is an exclusive benefit. As the benefit becomes more individual, specialized, or exclusive, the expected tax subsidy shall decrease, and the cost recovery shall increase.

- **a) Ex.** Common Good: Community Park, Services contributing to greater equity, Broad appeal to a wide audience service
- **b) Ex**. Exclusive Benefit: Individual or special interest service, Resale merchandise, Services requiring a higher level of competency to participate

B. Cost Calculation: The department shall calculate the total cost of providing the service through a consistently applied methodology. Total cost shall include direct and indirect operating costs and when appropriate, costs associated with maintenance, repair, and replacement.

C. Pricing Analysis: Before establishing or changing fees, the Department shall consider actual and projected participation, demand, capacity, market rates, equitable access and a variety of other factors. Specialized or exclusive services may be priced at or above market rates when appropriate.

D. Access and Assistance: The Department may use fee reductions, scholarships, grants, or other assistance for persons with demonstrated economic need or other targeted populations, as deemed necessary. Such assistance shall be administered through transparent and consistently applied criteria.

Sec. 4. – Authority of the Parks and Recreation Director.

A. General Authority: The City Council authorizes the Parks and Recreation Director to establish new fees and to modify or discontinue existing usage fees, program fees, memberships, admissions, rental rates, and all other charges with the Department's jurisdiction, consistent with this Policy.

B. Timing of Changes: The Director may adopt fee changes during the fiscal year when supported by documented changes in costs, demand, capacity, market conditions, operational need, or cost recovery goals.

C. Rate Structures: The Director may establish phased, seasonal, introductory, promotional, bundled, or term-based rates when they further the purposes of this Policy. Membership and term pricing may be structured to encourage annual participation over shorter-term options. A payment-based method discount may be offered when it reduces administrative costs or supports operational needs.

Parks and Recreation Fee and Financial Sustainability Policy (cont.)

D. Discounts and Assistance: The Director may establish and administer discounts, scholarships, fee reductions, or limited waivers that are supported by public purpose, economic need, operational efficiency, partnership obligations, or approved promotional objectives.

E. Limitations: The Director's authority shall be exercised in accordance with applicable law, City financial controls, the adopted budget, and existing contracts or agreements.

Sec. 5. – Resident and Nonresident Pricing Philosophy.

A. General Philosophy: Because residents support the parks and recreation system through City taxes, residents rates should generally be lower than nonresident rates for fee-supported services. Residency shall be determined through the City's current verification requirements. A person who does not meet those requirements shall be charged the applicable nonresident rate.

B. Annual Memberships: The annual resident membership rate should generally equal seventy-five percent (75%) of the comparable nonresident rate. The Director may vary the resident rate within a range of sixty-five percent (65%) to eighty-five percent (85%) of the nonresident rate when supported by demand, target market, access, or cost-recovery considerations.

C. Other Resident Rates of Fifty Dollars or More: When the resident rate for the applicable unit of service is fifty dollars ($50.00) or more, the nonresident rate should be at least twenty-five percent (25%) greater than the resident rate. The Director may establish a greater differential based on demand, capacity, market conditions, or the cost-recovery target.

D. Other Resident Rates Below Fifty Dollars: When the resident rate for the applicable unit of service is less than fifty dollars ($50.00), the nonresident rate should be at least ten dollars ($10.00) greater than the resident rate. The Director may establish a greater differential when justified by the same considerations.

E. High Demand or Waitlisted Services: When participation in a program is limited by capacity and the program has demonstrated consistent high demand or maintains a documents waitlist, the Director may establish the nonresident rate to be greater than the comparable resident rate[SM3.1]. The rate differential shall be documented in the official fee schedule and reviewed annually based on enrollment, available capacity, program costs and community access. The Director may reduce or discontinue the differential when demand no longer supports its application.

Parks and Recreation Fee and Financial Sustainability Policy (cont.)

F. Proportional Application and Exceptions: The resident and nonresident philosophy shall be applied proportionally to nonannual, installment, hourly, daily, or other rate structures when reasonable. The Director may approve a documented alternative or no differential when the standard calculation is impractical or conflicts with the public purpose of the service, a legal or contractual requirement, an approved partnership, market conditions, equitable access, or operational needs.

Sec. 6. – Annual Review and Reporting.

A. Annual Review: The Director shall review the Department's fee schedule and cost recovery performance at least annually. The review shall consider changes in total cost, actual cost recovery, participation, capacity, demand, market rates, resident and nonresident differentials and other relevant factors.

B. City Council Report: The Director shall provide the City Council with the prior year's annual fee schedule outlining changes for the prior fiscal year. As established in Chapter 12.20. - Parks and Recreation Facilities Sec. 12.20.020 of the City of Georgetown Code of Ordinances.

C. Periodic Target Review: Service category cost recovery targets shall be evaluated at least once every three years, or more frequently when warranted by changes in operations, demand, community needs, or the adopted budget.

D. Corrective Action: When a service does not meet approved financial or public service expectations, the Director may reduce costs, adjust the fee or service delivery model, pursue alternative offerings or partnerships, or recommend modification or discontinuation of the service. The annual review requirement does not limit the Director's authority to implement a documented fee change during the year.

Resident / Non-Resident Analysis

Resident / Non-Resident Analysis

Select program areas were examined based on availability of data from FY 2025. Registration-based programs, recreation center memberships, kids club, and tennis center classes and reservations were included in this analysis to show the breakdown of revenue generated and participation by residents and non-residents. Pool admissions, recreation center daily admissions, sales, rentals and admissions/programs at Garey Park were not included.

REGISTRATION	REVENUE	% OF REVENUE	PARTICIPATIONS	% OF PARTICIPATIONS
Resident	$ 1,410,290	60%	31,851	55%
Non-Resident	$ 947,891	40%	25,908	45%
Total	**$ 2,358,181**	**100%**	**57,759**	**100%**

For the selected programs included, 60% of revenue is generated by resident participants and 40% by non-residents. 55% of participation is by residents and 45% by non-residents. In organizations that provide less subsidy for non-resident participants by charging a higher fee, the revenue generated by non-residents would be higher than the participation rate.

Summary of Resident / Non-Resident Revenue and Participation by Service Group

REVENUE BY SERVICE GROUP	Resident	Non-Resident	% Resident	% Non-Resident
Aquatics	$ 71,898	$ 42,870	63%	37%
Athletics	$ 185,440	$ 158,165	54%	46%
Events	$ -	$ -	0%	0%
Garey Park	$ 10,795	$ 51,666	17%	83%
General Interest	$ 369,940	$ 90,749	80%	20%
Recreation Center	$ 649,966	$ 465,303	58%	42%
Seniors	$ 18,634	$ 7,073	72%	28%
Tennis Center	$ 103,617	$ 132,064	44%	56%
Total	**$ 1,410,290**	**$ 947,891**	**60%**	**40%**

PARTICIPATIONS BY SERVICE GROUP	Resident	Non-Resident	% Resident	% Non-Resident
Aquatics	3,667	1,926	66%	34%
Athletics	2,801	1,836	60%	40%
Events	26	23	53%	47%
Garey Park	280	719	28%	72%
General Interest	7,613	2,357	76%	24%
Recreation Center	11,263	12,741	47%	53%
Seniors	489	162	75%	25%
Tennis Center	5,712	6,144	48%	52%
Total	**31,851**	**25,908**	**55%**	**45%**

Resident / Non-Resident Analysis (cont.)

Non-Resident Participation Impact

Non-resident participants play an important role in parks and recreation programming. Participation by non-residents can generate additional revenue by not providing as great of a subsidy, and more importantly, this participation can help programs that would not meet the minimum number of participants with residents only. The following chart shows that only 84% of programs analyzed would have met their minimum with only resident participants in FY 2025. Without non-residents, 16%, or 299 programs, would have been cancelled. This would have resulted in a loss of revenue in the amount of $68,123 by resident and non-resident participants.

TOTAL NUMBER OF SERVICES W/ MIN PARTICIPATION DATA	1,923	
Number meeting MIN with R only	1,624	84%
Number NOT meeting MIN with R only	299	16%
TOTAL REVENUE LOST FROM CANCELLED PROGRAMS	$ 68,123	

Non-Resident Impact on Waitlists

The three services with the highest demand, as evidenced by the number of waitlisted participants are Youth Athletics, Camps, and Group Swim Lessons. Registration practices can be modified for these activities to allow more opportunity for resident participants.

SERVICES WITH THE HIGHEST WAITLISTS	TOTAL WAITLIST
Youth Athletics	744
Summer Camps	577
Group Swim Lessons	1,090

YOUTH ATHLETICS (ALL)		REVENUE	% OF REVENUE	PARTICIPATIONS	% OF PARTICIPATIONS
Resident	$	158,090	56%	2,725	61%
Non-Resident	$	123,940	44%	1,738	39%
Total	**$**	**282,030**	**100%**	**4,463**	**100%**

GI - CAMPS (ALL)		REVENUE	% OF REVENUE	PARTICIPATIONS	% OF PARTICIPATIONS
Resident	$	207,854	90%	1,455	91%
Non-Resident	$	24,150	10%	150	9%
Total	**$**	**232,004**	**100%**	**1,605**	**100%**

AQ - AQUATICS (GROUP SWIM)		REVENUE	% OF REVENUE	PARTICIPATIONS	% OF PARTICIPATIONS
Resident	$	50,689	67%	886	72%
Non-Resident	$	25,294	33%	349	28%
Total	**$**	**75,984**	**100%**	**1,235**	**100%**

Market Analysis

Market Analysis

This analysis includes research on similarly-sized facilities with roughly the same types of amenities. In addition, two private facilities were included, although private facilities are typically much smaller with more specialized amenities. A market analysis can provide valuable insight but represents just one of many pricing strategies. It should not be solely relied upon for pricing decisions. It is important to incorporate a variety of pricing strategies, as appropriate, to determine the best fee structure.

Organization	Annual		Monthly		3-Month/Seasonal		Daily	
	Res	Non-Res	Res	Non-Res	Res	Non-Res	Res	Non-Res
Georgetown Recreation Center, Georgetown (65,000 sq ft - indoor/outdoor pool, gym, track, racquetball, fitness, etc.)								
Adult	$281	$341	$30	$35			$6	
Youth	$159	$219	$20	$25			$6	
Senior	$159	$219	$20	$25			$6	
Family	$482	$542	$65	$70			$6	
Couple	$435	$495	$55	$60			$6	
Senior Couple	$286	$346	$35	$40			$6	
Clay Madsen Recreation Center, Round Rock (55,000 sq ft - indoor pool, gym, racquetball, fitness, etc.) - 12 miles								
Adult	$150		$23		$47		$5	
Youth	$85		$17		$30		$5	
Senior	$85		$17		$30		$5	
Family	$310		$33		$82		$5	
Couple	$245		$28		$67		$5	
Senior Couple	$140		$22		$45		$5	
Cedar Park Recreation Center, Cedar Park (47,500 sq ft, gym, track, fitness, etc.) - 16 miles								
Adult	$180	$360	$20	$40			$5	$10
Youth	$90	$180	$15	$30			$5	$10
Senior	$90	$180	$15	$30			$5	$10
Family	$270	$540	$30	$60			n/a	n/a
San Marcos Activity Center, San Marcos (55,674 sq ft - indoor pool, gym, fitness, etc.) - 56 miles								
Adult	$92	$235					$6	
Youth	$46	$70					$3	
Senior	$60	$158					$3	
Family	$157	$418					n/a	
Apex Centre, McKinney (80,000 sq ft - indoor pool, gym, track, fitness, etc.) - 140 miles								
Adult	$661	$826	$67	$84	$299	$375	$15	$20
Youth	$397	$496	$40	$50	$215	$265	$10	$15
Senior	$397	$496	$40	$50	$215	$265	$10	$15
Family	$926	$1,158	$93	$116	$379	$475	$35	$50
Thrive Recreation Center (82,000 sq ft - indoor pool, gym, track, fitness, etc.) - 191 miles								
Adult	$210	$375	$18	$35			$6	$10
Youth	$25	$90	$12	$26			$4	$8
Senior	$25	$90	$12	$26			$4	$8
Family	$275	$550	$36	$75			n/a	n/a
House of Gainz, Georgetown								
Adult	$600		$65				$25	
Family	n/a		$100				n/a	
Military	$540		$59				$23	
Georgetown Fitness, Georgetown								
Adult	$600		$60				$20	



Strategies and Recommendations

Recommended Actions

Organizational Changes

Significant changes can include new full-time staff, facilities, software, changes in the department structure or interdepartmentally, new programs, new responsibilities, and/or new budget line items, etc. From FY 2024 to FY 2025, Technology Allocations, Payroll-Salaries, and Utilities all experienced significant increases, totaling $612k. We strongly recommend keeping track of any significant organizational changes in the future that could impact comparison results.

Year-over-Year Comparison Results

The method of categorizing services was updated as part of this year's process. To create a comparison from FY 2024 to FY 2025, service categories were also updated in the FY 2024 analysis. Overall cost recovery results stayed the same, signaling that revenues are at least keeping pace with increased expenses. It should be noted that this year the department reconfigured their service hierarchy to include an additional level of detail, service groups. While this will benefit the understanding and use of results, it did cause greater variations in results comparing FY 2024 to FY 2025. Being able to include historical context back to FY 2024 is beneficial, however, FY 2025 should be considered the new baseline for the information.

Alignment with Continuum

The Department is meeting or exceeding cost recovery goals in all categories left of center. These are categories identified as having the most common good and they typically show lower cost recovery performance. With these categories already performing well regarding their cost recovery goals, there is a great opportunity for the Department to focus improvement efforts on all categories right of center, or those identified to provide a more exclusive benefit and that come with higher cost recovery expectations.

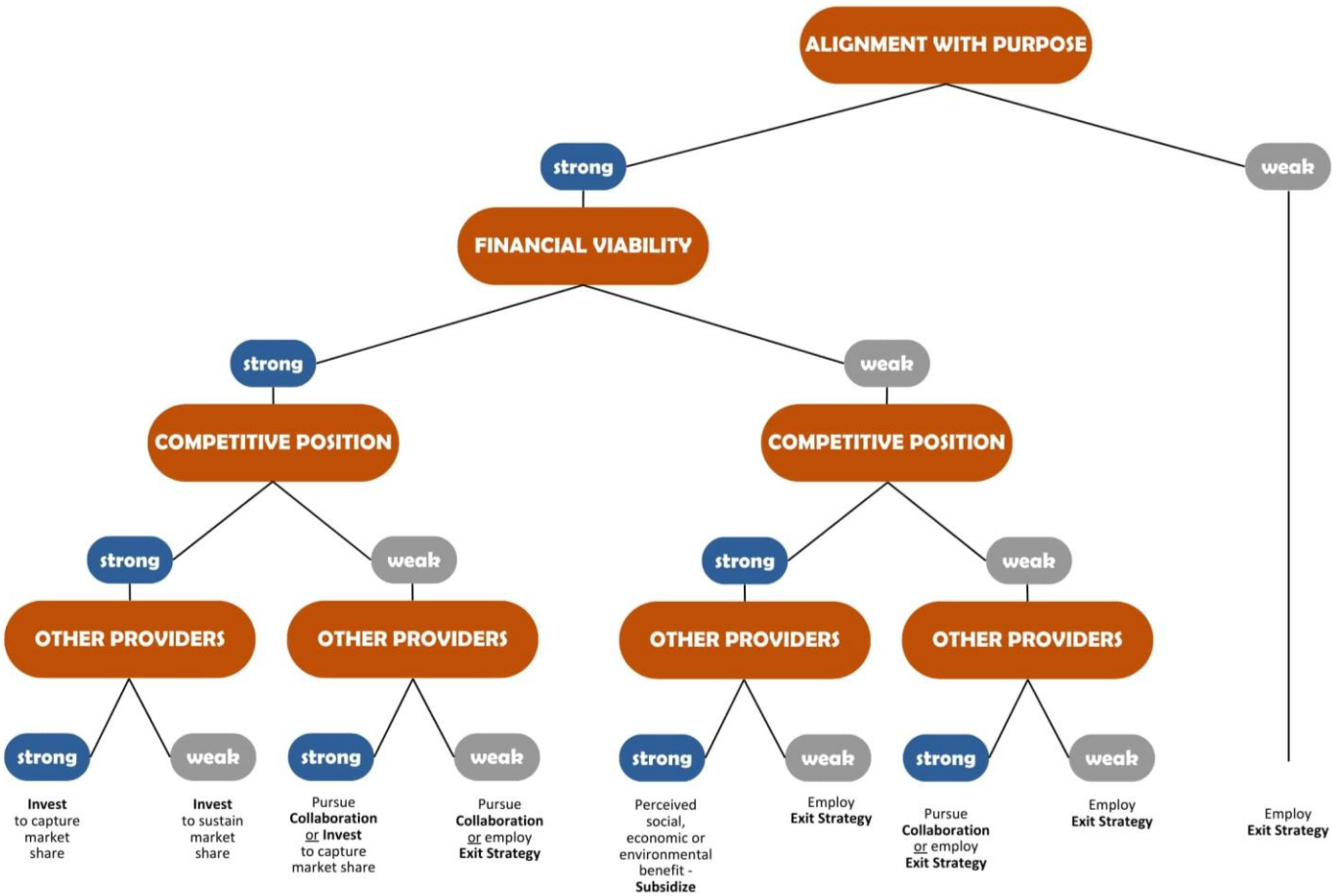
Revenue Generation and High-Impact Categories

From FY 2024 to FY 2025, total revenue generated increased from nearly $3.7M, to just over $4.0M. This represents a 10% increase in one year and is a strong revenue-growth trend that if continued, will continue to support improved cost recovery performance, so long as rising costs can be as contained as possible. Personalized Services and Rentals are the two most high-impact categories to the right of center on the continuum, meaning they have the largest amount revenue and expense. Changes in these categories will have a greater impact because of this.

Recommended Actions (cont.)

Service Analysis

Complete the service analysis process. This includes a thoughtful review and evaluation of the effectiveness and efficiency of services such as activities, courses, classes, events, and rentals. Analysis results ultimately provide recommended service delivery strategies which can include either continued investment in the service, collaboration, or divestment. The analysis considers each service's relevance and alignment with purpose; its market position; consideration of other providers which offer similar and like services; and its financial viability. This extraordinarily valuable method was introduced to the recreation staff as part of the process by way of two workshops and intends to help staff analyze their service inventory, best define their service "lane", and reduce duplication of services which can fragment limited resources.



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Pricing | *Fees & Charges*

Using defined pricing strategies to determine fees for programs and services is essential for ensuring consistency, aligning with cost recovery goals, and maximizing revenue-generating opportunities. Cost recovery pricing is recommended as the principal method for establishing fees and charges. This approach ensures that all expenses - both direct and indirect - are accounted for when determining fees based on established cost recovery goals.

Pricing Tool

Using the results of the cost-of-service analysis, the customized pricing tool was updated with FY 2024 data to further assist the department in making informed pricing decisions. The pricing tool accounts for all expenses of offering any given service, including direct, facility, and indirect expenses. The pricing tool delivers pricing recommendations based on actual expenses, estimated participants, and the cost recovery goals of the service category.

However, depending on factors such as program strength, lifecycle stage, market conditions, and competition, alternative pricing methods may be used either independently or alongside cost recovery pricing. Commonly used alternative methods in parks and recreation are outlined below.

Alternative Pricing Methods

Market (demand-based) pricing results in pricing based on demand for a service or what the target market is willing to pay for a service. The private and commercial sectors commonly utilize this strategy. It involves setting the fee at what the market will bear.

Competitive pricing establishes prices based on what similar service providers or close proximity competitors are charging for services and setting the fee at the mid-point or lower.

Value-based pricing is a pricing strategy in which the price of a product or a service is decided on the basis of perceived value or benefit it can provide to a customer. Value-based pricing is more evident in places or markets where exclusive products are offered which offer more value than generic or standard products.

Penetration pricing has the aim of attracting customers by offering lower prices on services. After sufficiently penetrating a market, organizations should consider raising prices to better reflect their position within the market.

Premium pricing establishes prices higher than that of the competition. Because customers need to perceive products and services as being worth a higher price tag, an organization must work hard to create a value perception.

Bundle pricing allows for the sale of multiple services for a lower rate than customers would pay if they purchased each service individually. Bundling can be an effective way of selling services that are poor performers and can also increase the value perception in the eyes of customers - essentially giving them something for a reduced rate.

Differential/Dynamic pricing follows the "law of demand" by supporting a key pricing principle: some customers are willing to pay more than others. Differential pricing is the strategy of selling the same service to different customers at different prices. Differential pricing enables organizations to "profit" from their customers' unique valuations (ex. Prime time or surge pricing).

Insights into Action: *a Quick Guide to Help you Make Decisions*

**Sample; not based on actual data*

Cost Recovery Performance

Revenues for Adult Tennis are significantly lower compared to last year.

Is it due to the popularity of pickleball? Is this a longer-term trend beginning to impact programming? Are pickleball programs experiencing higher participation?

Based on answers to these questions you may decide to **capitalize** on pickleball's popularity and apply market pricing to generate additional **revenue**.

Revenue to Expense Comparison

Through the Cost of Service work it is revealed that your local youth sports group currently pays $2500/season for field use, while these fields cost in excess of $100k/year to maintain.

Can this position the organization to spend taxpayer resources on services that can have a more far-reaching impact on community "need" and "common good"?

These results give you the necessary **data** to share the math (youth sports organization receives $97,500+/year in subsidy dollars) that can **justify and defend** a necessary **fee increase**.

Activity to Service Category Comparison

Private swim lessons are recovering 30% of their costs, however, they are an activity in the Private/Specialized Activities Service Category which has a 125% Cost Recovery target.

Do the costs attributed to this activity seem correct? If yes, you will need to consider increasing the fee, so it more accurately reflects fair and just pricing or reduce the cost to provide the service.

Consider any programmatic changes (day/time/location) or other considerations to generate more interest in the activity to boost revenues? Are there other providers in the area that offer a similar type of activity to consider a partnership?

Key Prompts *for Taking Action*

Begin with these four questions:

1. What is your reaction to this data?
2. Is it what you expected?
3. What's the story you can tell as a result of seeing this data?
4. What actions will you take in response?

Review the top performers and bottom performers of the organization in the Cost-of-Service Results file.
What opportunities exist?

Look for anomalies. Is anything way off?
Was data missing or a lack of confidence in the data collected? Are there opportunities to further refine the expense assignment?

Identify services that incur an excessive amount of cost.
Do these services "deserve" to incur a high level of expense given their placement in the continuum? What type of expense is it incurring (direct service or facility, or indirect)?

What changes can you consider to better position services not meeting cost recovery goals?

- Increase fees?
- Pursue partnership opportunities to work collaboratively with other providers and reduce costs?
- Consider other cost reduction opportunities – are there operational efficiencies that can be made?
- Maximize participation to generate additional revenue?

When considering fee increases, which pricing strategies make the most sense to employ (cost recovery, market, competitive, differential, bundling, premium, etc.)?

Are there opportunities for divestment so that you can re-direct savings towards increased investment in services that meet community "needs" or other areas that require attention?



Imagining the future on behalf of others is a *privilege.*

Thank you!

We would like to extend our thanks to the Georgetown Parks and Recreation Department for partnering with 110%, Inc. on this important project. Your commitment to offering outstanding recreational opportunities for your community is commendable, and we feel honored to have played a role in supporting your mission. We look forward to continuing our partnership and assisting you in the future.

Sincerely,

The 110% Team

If you have any questions or need further assistance, please feel free to reach out. We look forward to continuing our great relationship in the future.

Education, Presentations, & Trainings

Financial Sustainability

Planning Initiatives

Cost-of-Service Analysis

Results by Sub Service Area

RC ADMISSIONS | Cost Recovery - 69%

Service Category	Service Area	Sub Service Area	Total Revenue	Total Expense	Cost Recovery %
Memberships / Admissions	RC - Admissions	RC - Annual Memberships	$ 538,998	$ 849,236	63%
Memberships / Admissions	RC - Admissions	RC - Daily Admissions	$ 123,322	$ 130,845	94%
Memberships / Admissions	RC - Admissions	RC - Daily Pool Admissions	$ 13,283	$ 225,458	6%
Memberships / Admissions	RC - Admissions	RC - Insurance-Based - Renew Active	$ 15,972	$ 15,815	101%
Memberships / Admissions	RC - Admissions	RC - Insurance-Based - Silver & Fit	$ 14,553	$ 26,444	55%
Memberships / Admissions	RC - Admissions	RC - Insurance-based - SilverSneakers	$ 64,017	$ 149,750	43%
Memberships / Admissions	RC - Admissions	RC - Kids Club	$ 9,679	$ 22,002	44%
Merchandise & Legacy Purchases	RC - Admissions	RC - Merchandise	$ 1,588	$ 2,659	60%
Memberships / Admissions	RC - Admissions	RC - Monthly Memberships	$ 428,737	$ 319,991	134%
Memberships / Admissions	RC - Admissions	RC - Seasonal Swim Passes	$ -	$ 15,367	0%

RC RENTALS | Cost Recovery - 32%

Service Category	Service Area	Sub Service Area	Total Revenue	Total Expense	Cost Recovery %
Rentals	RC - Rentals	RC - Gym Rentals	$ 6,730	$ 6,957	97%
Rentals	RC - Rentals	RC - Indoor Pool Rentals	$ 3,545	$ 6,804	52%
Rentals	RC - Rentals	RC - Outdoor Pool Rentals	$ 400	$ 2,025	20%
Rentals	RC - Rentals	RC - Room Rentals	$ 12,167	$ 65,241	19%
Rentals	RC - Rentals	RC - Swim Team/School Rentals	$ 50,399	$ 148,541	34%

TC ADMISSIONS | Cost Recovery - 32%

Service Category	Service Area	Sub Service Area	Total Revenue	Total Expense	Cost Recovery %
Memberships / Admissions	TC - Admissions	TC - Annual Memberships	$ 36,520	$ 67,035	54%
Memberships / Admissions	TC - Admissions	TC - Monthly Memberships	$ 21,840	$ 33,866	64%
Merchandise & Legacy Purchases	TC - Admissions	TC - Pro Shop	$ 14,168	$ 13,988	101%

Cost-of-Service Analysis

Results by Sub Service Area, cont.

TC PROGRAMS | Cost Recovery - 51%

Service Category	Service Area	Sub Service Area	Total Revenue	Total Expense	Cost Recovery %
Advanced & Competitive Activities	TC - Programs	TC - Pickleball Classes	$ 175	$ 494	35%
Beginner & Intermediate Activities	TC - Programs	TC - Pickleball Classes	$ 5,770	$ 8,199	70%
Special Events	TC - Programs	TC - Pickleball Classes	$ -	$ 645	0%
Personalized Services	TC - Programs	TC - Private Pickleball Instruction	$ 7,745	$ 15,458	50%
Personalized Services	TC - Programs	TC - Private Tennis Instruction	$ 82,035	$ 169,653	48%
Advanced & Competitive Activities	TC - Programs	TC - Tennis Camps & Classes	$ 1,505	$ 5,089	30%
Beginner & Intermediate Activities	TC - Programs	TC - Tennis Camps & Classes	$ 59,782	$ 107,725	55%

TC RENTALS | Cost Recovery - 20%

Service Category	Service Area	Sub Service Area	Total Revenue	Total Expense	Cost Recovery %
Rentals	TC - Rentals	TC - Pickleball Reservations	$ 13,997	$ 78,812	18%
Rentals	TC - Rentals	TC - Tennis League Rentals	$ 15,733	$ 50,892	31%
Rentals	TC - Rentals	TC - Tennis Reservations	$ 6,673	$ 50,814	13%

GP - ADMISSIONS | Cost Recovery - 45%

Service Category	Service Area	Sub Service Area	Total Revenue	Total Expense	Cost Recovery %
Memberships / Admissions	GP - Admissions	GP - Annual Passes	$ 58,953	$ 131,735	45%
Memberships / Admissions	GP - Admissions	GP - Daily Admissions	$ 166,885	$ 571,581	29%

GP - PROGRAMS | Cost Recovery - 14%

Service Category	Service Area	Sub Service Area	Total Revenue	Total Expense	Cost Recovery %
Educational & Enrichment Activities	GP - Programs	GP - Classes	$ 3,517	$ 15,372	23%
Special Events	GP - Programs	GP - Events	$ 3,236	$ 32,419	10%

Cost-of-Service Analysis

Results by Sub Service Area, cont.

GP - RENTALS | Cost Recovery - 60%

Service Category	Service Area	Sub Service Area	Total Revenue	Total Expense	Cost Recovery %
Special Events	GP - Rentals	GP - Events	$ 1,500	$ 4,349	34%
Rentals	GP - Rentals	GP - House Rentals	$ 288,203	$ 446,950	64%
Rentals	GP - Rentals	GP - Park Rentals	$ 109,762	$ 213,995	51%

ATH - ADULT ATHLETICS | Cost Recovery - 30%

Service Category	Service Area	Sub Service Area	Total Revenue	Total Expense	Cost Recovery %
Advanced & Competitive Activities	ATH - Adult Athletics	Adult Cornhole	$ 200	$ 2,448	8%
Advanced & Competitive Activities	ATH - Adult Athletics	Adult Kickball	$ 1,500	$ 17,298	9%
Advanced & Competitive Activities	ATH - Adult Athletics	Adult Softball	$ 55,650	$ 131,027	42%
Advanced & Competitive Activities	ATH - Adult Athletics	Adult Volleyball	$ 4,750	$ 56,399	8%

ATH - YOUTH ATHLETICS | Cost Recovery - 45%

Service Category	Service Area	Sub Service Area	Total Revenue	Total Expense	Cost Recovery %
Personalized Services	ATH - Youth Athletics	Athletic Training	$ 5,305	$ 23,737	22%
Beginner & Intermediate Activities	ATH - Youth Athletics	Contracted	$ 33,989	$ 80,923	42%
Beginner & Intermediate Activities	ATH - Youth Athletics	Sports Camps	$ 14,275	$ 60,382	24%
Beginner & Intermediate Activities	ATH - Youth Athletics	Youth Basketball	$ 52,156	$ 179,722	29%
Beginner & Intermediate Activities	ATH - Youth Athletics	Youth Soccer	$ 130,954	$ 211,022	62%
Beginner & Intermediate Activities	ATH - Youth Athletics	Youth Volleyball	$ 50,530	$ 75,453	67%

Cost-of-Service Analysis

Results by Sub Service Area, cont.

ATH - ATHLETIC FIELD RENTALS | Cost Recovery - 31%

Service Category	Service Area	Sub Service Area	Total Revenue	Total Expense	Cost Recovery %
Rentals	ATH - Athletic Field Rentals	Athletic Field Rentals	$ 48,935	$ 140,879	35%
Rentals	ATH - Athletic Field Rentals	Ballfield Rentals	$ 83,782	$ 191,217	44%
Rentals	ATH - Athletic Field Rentals	GYGSA Rentals	$ 31,105	$ 194,628	16%
Rentals	ATH - Athletic Field Rentals	Volleyball Court Rentals	$ 415	$ 811	51%

GI - FITNESS | Cost Recovery - 51%

Service Category	Service Area	Sub Service Area	Total Revenue	Total Expense	Cost Recovery %
Beginner & Intermediate Activities	GI - Fitness	Paid Fitness Programs	$ 39,964	$ 180,394	22%
Personalized Services	GI - Fitness	Paid Fitness Programs	$ 3,585	$ 10,837	33%
Personalized Services	GI - Fitness	Personal Training	$ 88,380	$ 69,758	127%

GI - CAMPS | Cost Recovery - 62%

Service Category	Service Area	Sub Service Area	Total Revenue	Total Expense	Cost Recovery %
Equity Services	GI - Camps	Adaptive Camps	$ 16,305	$ 21,396	76%
Educational & Enrichment Activities	GI - Camps	School Break Camps	$ 17,967	$ 66,478	27%
Educational & Enrichment Activities	GI - Camps	Summer Camps	$ 198,330	$ 289,750	68%

GI - ENRICHMENT | Cost Recovery - 34%

Service Category	Service Area	Sub Service Area	Total Revenue	Total Expense	Cost Recovery %
Educational & Enrichment Activities	GI - Enrichment	Enrichment Camps	$ 30,612	$ 47,256	65%
Educational & Enrichment Activities	GI - Enrichment	Fine Arts	$ 760	$ 18,977	4%
Personalized Services	GI - Enrichment	Fine Arts	$ 165	$ 4,744	3%
Beginner & Intermediate Activities	GI - Enrichment	Martial Arts	$ 7,935	$ 55,371	14%
Beginner & Intermediate Activities	GI - Enrichment	Music & Dance	$ 22,619	$ 60,247	38%
Personalized Services	GI - Enrichment	Private Dance Lessons	$ 5,070	$ 13,186	38%

Cost-of-Service Analysis

Results by Sub Service Area, cont.

GI - OUTDOOR ADVENTURE | Cost Recovery - 27%

Service Category	Service Area	Sub Service Area	Total Revenue	Total Expense	Cost Recovery %
Educational & Enrichment Activities	GI - Outdoor Adventure	Adventure Camps	$ 25,914	$ 144,185	18%
Rentals	GI - Outdoor Adventure	Challenge Course	$ 26,060	$ 52,854	49%
Educational & Enrichment Activities	GI - Outdoor Adventure	Trips	$ 3,875	$ 10,299	38%

SENIOR PROGRAMS | Cost Recovery - 12%

Service Category	Service Area	Sub Service Area	Total Revenue	Total Expense	Cost Recovery %
Beginner & Intermediate Activities	Senior Programs	Senior Adventure	$ 10,292	$ 47,712	22%
Personalized Services	Senior Programs	Senior Adventure	$ 720	$ 1,757	41%
Special Events	Senior Programs	Senior Adventure	$ -	$ 10,223	0%
Beginner & Intermediate Activities	Senior Programs	Senior Dance	$ 5,356	$ 84,183	6%
Educational & Enrichment Activities	Senior Programs	Senior Day Trips	$ 9,389	$ 66,267	14%

EVENTS | Cost Recovery - 39%

Service Category	Service Area	Sub Service Area	Total Revenue	Total Expense	Cost Recovery %
Community Events	Events	Community Events	$ 44,886	$ 87,811	51%
Rentals	Events	External Events	$ 40,000	$ 89,631	45%
Equity Services	Events	Special Events	$ 3,277	$ 6,901	47%
Special Events	Events	Special Events	$ 5,520	$ 54,510	10%

Cost-of-Service Analysis

Results by Sub Service Area, cont.

OTHER RENTALS | Cost Recovery - 99%

Service Category	Service Area	Sub Service Area	Total Revenue	Total Expense	Cost Recovery %
Rentals	Other Rentals	CC - Rentals	$ 263,595	$ 224,480	117%
Merchandise & Legacy Purchases	Other Rentals	Cemetery Sales	$ 168,950	$ 147,222	115%
Equity Services	Other Rentals	Garden Rentals	$ 3,215	$ 15,220	21%
Merchandise & Legacy Purchases	Other Rentals	Memorial Benches	$ 4,750	$ 3,661	130%
Rentals	Other Rentals	Parks Admin Rentals	$ 18,296	$ 35,104	52%
Rentals	Other Rentals	Pavilion Rentals	$ 42,505	$ 79,251	54%

AQ - AQUATIC PROGRAMS | Cost Recovery - 29%

Service Category	Service Area	Sub Service Area	Total Revenue	Total Expense	Cost Recovery %
Advanced & Competitive Activities	AQ - Aquatics Programs	Group Swim Lessons	$ 12,025	$ 34,926	34%
Beginner & Intermediate Activities	AQ - Aquatics Programs	Group Swim Lessons	$ 64,334	$ 178,007	36%
Personalized Services	AQ - Aquatics Programs	Private Swim Lessons	$ 15,965	$ 125,046	13%
Beginner & Intermediate Activities	AQ - Aquatics Programs	Water Aerobics	$ 22,880	$ 58,553	39%

AQ - RIVER RIDGE POOL | Cost Recovery - 4%

Service Category	Service Area	Sub Service Area	Total Revenue	Total Expense	Cost Recovery %
Memberships / Admissions	AQ - River Ridge Pool	RR - Daily Admissions	$ 4,032	$ 79,374	5%
Rentals	AQ - River Ridge Pool	RR - General Public Rentals	$ -	$ 774	0%
Memberships / Admissions	AQ - River Ridge Pool	RR - Seasonal Swim Passes	$ -	$ 27,341	0%

AQ - VILLAGE POOL | Cost Recovery - 22%

Service Category	Service Area	Sub Service Area	Total Revenue	Total Expense	Cost Recovery %
Memberships / Admissions	AQ - Village Pool	VP - Daily Admissions	$ 6,022	$ 107,799	6%
Rentals	AQ - Village Pool	VP - General Public Rentals	$ 1,270	$ 2,333	54%
Memberships / Admissions	AQ - Village Pool	VP - Seasonal Swim Passes	$ 2,739	$ 33,989	8%

Cost-of-Service Analysis

Results by Sub Service Area, cont.

AC - WILLIAMS DR POOL | Cost Recovery - 13%

Service Category	Service Area	Sub Service Area	Total Revenue	Total Expense	Cost Recovery %
Memberships / Admissions	AQ - Williams Dr Pool	WD - Daily Admissions	$ 20,676	$ 243,222	9%
Rentals	AQ - Williams Dr Pool	WD - General Public Rentals	$ 875	$ 1,445	61%
Memberships / Admissions	AQ - Williams Dr Pool	WD - Seasonal Swim Passes	$ 9,410	$ 70,565	13%
Rentals	AQ - Williams Dr Pool	WD - Swim Team/School Rentals	$ 15,413	$ 34,287	45%

Cost-of-Service Analysis

Expense Insights - Division Detail

Parks Administration - Division Detail		Amount	% of Total
Parks Administration - Personnel	$	1,347,387.24	75.83%
Parks Administration - Admin	$	45,357.49	2.55%
Parks Administration - ISF	$	343,445.04	19.33%
Parks Administration - O&M	$	4,724.83	0.27%
Parks Administration - Utilities	$	35,867.82	2.02%
Total Parks Administration	**$**	**1,776,782.42**	**100.00%**

Parks - Division Detail		Amount	% of Total
Parks - Personnel	$	1,581,656.11	49.93%
Parks - Admin	$	14,360.70	0.45%
Parks - ISF	$	475,225.96	15.00%
Parks - O&M	$	588,611.37	18.58%
Parks - Utilities	$	507,899.89	16.03%
Total Parks	**$**	**3,167,754.03**	**100.00%**

Recreation - Division Detail		Amount	% of Total
Recreation - Personnel	$	2,559,091.36	55.76%
Recreation - Admin	$	34,637.29	0.75%
Recreation - ISF	$	773,530.96	16.86%
Recreation - O&M	$	923,580.11	20.13%
Recreation - Utilities	$	298,224.62	6.50%
Total Recreation	**$**	**4,589,064.34**	**100.00%**

Tennis Center - Division Detail		Amount	% of Total
Tennis Center - Personnel	$	271,766.36	56.42%
Tennis Center - Admin	$	111.60	0.02%
Tennis Center - ISF	$	84,640.04	17.57%
Tennis Center - O&M	$	98,521.15	20.45%
Tennis Center - Utilities	$	26,667.87	5.54%
Total Tennis Center	**$**	**481,707.02**	**100.00%**

Garey Park - Division Detail		Amount	% of Total
Garey Park - Personnel	$	629,673.33	55.67%
Garey Park - Admin	$	23,355.04	2.06%
Garey Park - ISF	$	262,550.04	23.21%
Garey Park - O&M	$	154,442.22	13.66%
Garey Park - Utilities	$	61,001.48	5.39%
Total Garey Park	**$**	**1,131,022.11**	**100.00%**

Cemetery - Division Detail		Amount	% of Total
Cemetery - Personnel	$	-	0.00%
Cemetery - Admin	$	1,500.00	1.24%
Cemetery - ISF	$	-	0.00%
Cemetery - O&M	$	110,782.63	91.79%
Cemetery - Utilities	$	8,402.21	6.96%
Total Cemetery	**$**	**120,684.84**	**100.00%**

City of Georgetown, Texas
City Council
October 27, 2026

SUBJECT:
Customer Care Annual Update

SUGGESTED ACTION:
Presentation and discussion regarding Customer Care and askGTX contact center annual updates -- Seth Gipson, Customer Care Director

ITEM SUMMARY:
Presentation on completed work, customer experiences, platform growth and use, key metrics, and outreach efforts.

FINANCIAL IMPACT:

SUBMITTED BY:
Aaron St Pierre, Customer Care

ATTACHMENTS:
10-27-2026 Council Update - Cusotmer Care - Final.pdf

Customer Care Update

Council update and discussion| October 27, 2026

Customer Care (Utilities and askGTX)

- Overview
- Metrics
- Engagement
- Expanded use
- Upcoming

One Department. Two Service Areas.

UTILITY CUSTOMER CARE

Utility billing and account questions

Service changes

Complex utility concerns and escalations

askGTX

City information and questions

Service requests and issue reporting

Coordination with departments and follow-up on topics not utility related





Customer Care by the numbers (Utilities)

93,552

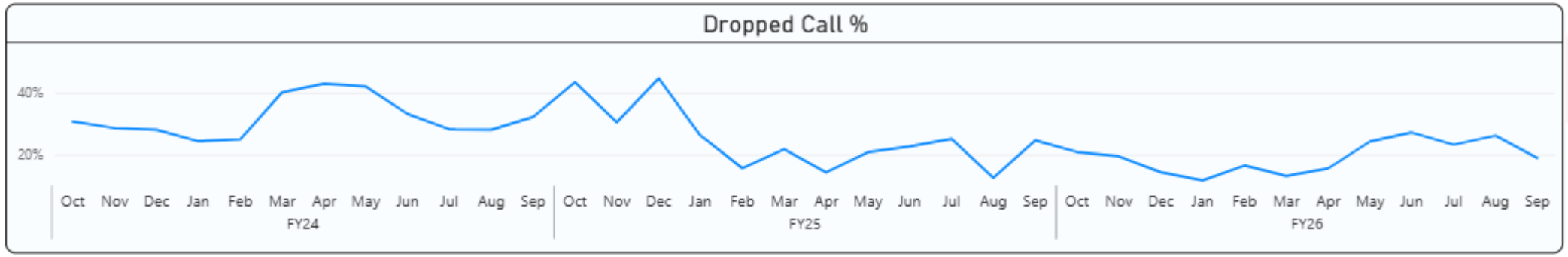
Utility calls handled

29,413

Utility Emails

7 minutes

Avg. Handle Time/Call



What we have learned—and are improving

CHALLENGES

- Staffing turnover
- Peak call periods and surges
- Knowledge Management

OPERATIONAL IMPROVEMENTS

- Transitioned to Cisco email
- Implemented a knowledge base
- Adding virtual screen-sharing support
- Redesigned training and onboarding
- Adjusted staffing and coverage
- Reviewed procedures with departments
- Launched a formal quality assurance program

EMPLOYEE & PARTNER ENGAGEMENT

- Peer Insight Team: frontline input, A3 problem-solving and skill development
- More structured stakeholder meetings, preparation and deliverables
- Card Program Created

Customer Care by the numbers (askGTX)

19,696

askGTX calls handled

4741

Citizen Requests in FY26

2

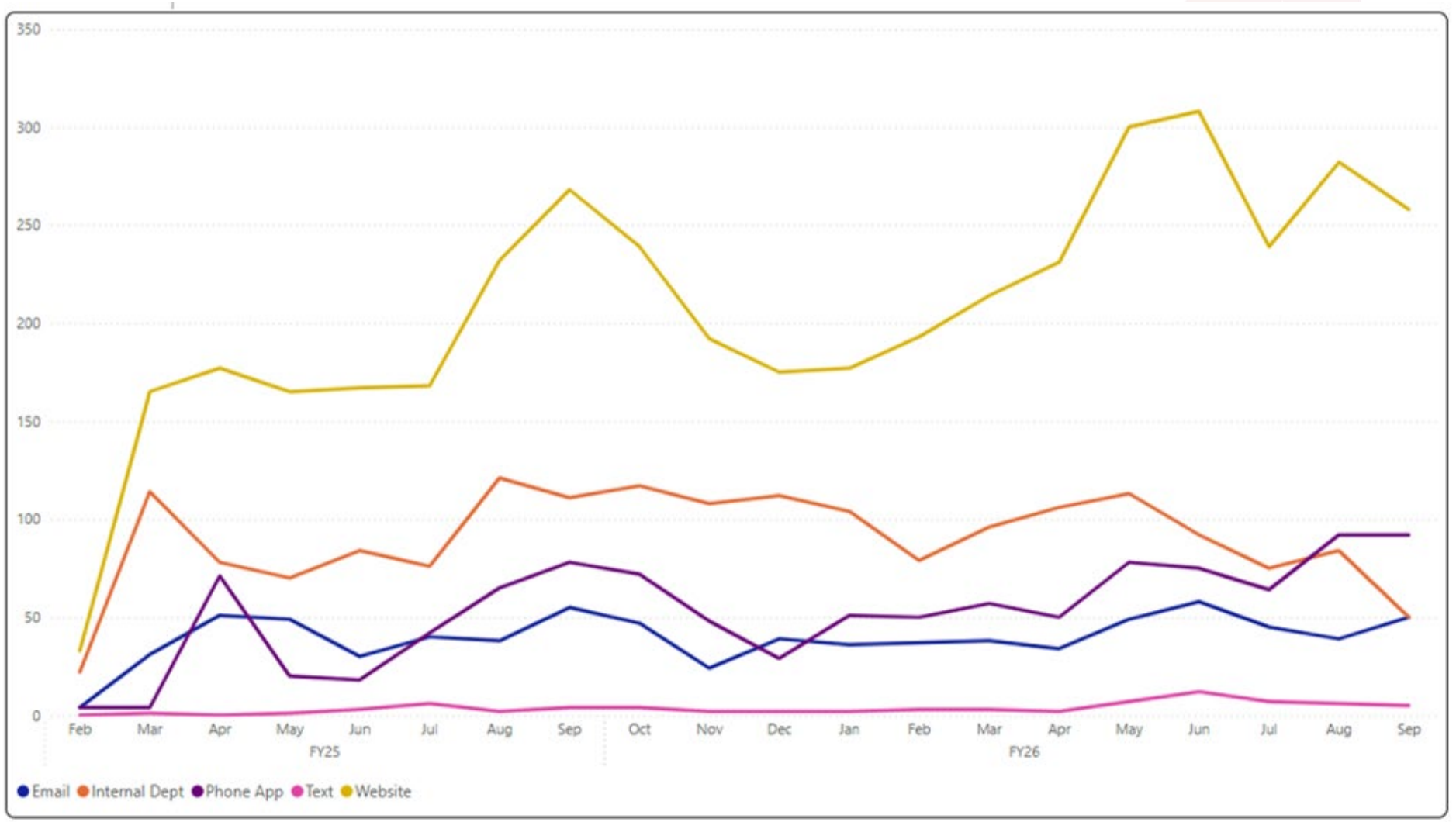
Average days to close requests

4979

App Downloads

FiscalYear	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	**Total**
FY25					81	349	322	312	334	342	486	556	**2,782**
FY26	480	927	364	371	374	426	466	591	541	1,692	523	486	**7,241**

Customer Care by the Numbers (askGTX)



askGTX: How requests are handled

1 DIRECT ANSWER

Customer Care provides information or resolves a straightforward inquiry.

Example: common City questions

2 DEPARTMENT ACTION

City department investigates, updates, and closes the service request.

Example: Public Works or Parks/Rec ticket, ADA

3 COORDINATED HANDOFF

Customer Care directs the request to the responsible dept. or organization.

Example: Police, Conservation, Pretreatment, outside-agency issue, UDC updates, rideGTX

What we have learned—and are improving

Quality Assurance

Quality assurance review of all requests in the past year

Adding Service Areas

Opportunities to add service request and expand dept. usage

Where we have expanded

System Integrations

- First Integration with secondary system - OpenGov

Special Projects

- ADA Intake and Processes
- Two Step Inn
- FY27 Budget
- UDC Updates
- GoGeo Transition

Departments

- City Manager's Office
- Development Engineering – Right–of-Way
- Finance
- Planning
- Electric (internal only)

Outreach and engagement

- Events (October 2025 – Present)
  - 70 - ~3200 reached
- Print/Publication/Social Media
  - Facebook
  - Instagram
  - Meta Ads
- Billboard
- News Coverage
- Flash Vote Survey







Impacts

TOTAL USERS

2,000 → **9,522**

+376% growth

2025 → 2026

REPEAT USERS

380 → **1,179**

210% growth

Users submitting multiple requests

Repeat-user share: 19% (2025, reported) → 12% (2026, reported)

Flashvote - 2026

2026 FlashVote Survey | 808 respondents | Compared with 2022

70%

prefer calling a person

64% in 2022

51%

identified staff knowledge / expertise

2026 service experience

86%

prefer text or email for resolution updates

44% text • 42% email

5%

selected AI chat as a preferred contact method

32% selected live-person chat

WHAT THE FEEDBACK REVEALS

More residents are engaging

Never contacted the City: 38% (2022) → 25% (2026).

Human support remains essential

Residents value access to knowledgeable people, especially for complex issues.

Follow-through is a key gap

Comments cite unclear ownership, limited updates and inconsistent resolution across departments.

LEADERSHIP PRIORITIES

1 Strengthen service consistency

Training, shared knowledge and cross-department standards.

2 Improve request accountability

Clear routing, status updates and closure expectations.

3 Expand human-supported digital service

Enhance askGTX, text/email and assisted self-service.

Upcoming

AI Beta Testing – Chatbot

Beta test with Catalis

Chat Functionality

Exploring chat options that tie live ai and live agent

Internal Reporting

Refining internal reporting

After-Hours Support

Improve coordination across department

Department Use

Continue expanding adoption

Community Outreach

Expand beyond askGTX to utilities

Questions

City of Georgetown, Texas
City Council
October 27, 2026

SUBJECT:
Executive Session 10.27.2026

SUGGESTED ACTION:
Sec. 551.071: Consultation with Attorney
Advice from the attorney about pending or contemplated litigation and other matters on which the attorney has a duty to advise the City Council, including agenda items.
- Litigation Update
- Austin Avenue Bridges
- Settlement Agreement between the City of Georgetown, Cunningham Constructors and Associates Inc., and Atlantic Specialty Insurance Company for Cause No. 24-2681C26, pending in Williamson County District Court.
- Long Term Water Supply Negotiations with Recharge LLC
- CCN Transfer Negotiations

Sec. 551.072: Deliberations about Real Estate
- HDG Lease Update
- Bluebonnet Parking Lot

Sec. 551.087: Deliberation Regarding Economic Development Negotiations
- Project Hay
- Project Lost Mine Peak
- Project Pulse
- Project Z Star
- Southwestern TIRZ
- Wolf Lakes TIRZ

Sec. 551.074: Personnel Matters
- City Attorney Check-in

ITEM SUMMARY:

FINANCIAL IMPACT:

SUBMITTED BY:
Karen Frost, City Secretary

ATTACHMENTS:

N/A

City of Georgetown, Texas
City Council
October 27, 2026

SUBJECT:
Call to Order 10.27.2026

SUGGESTED ACTION:
Pledge of Allegiance
Recognitions
- Proclamation of Recognition - National Planning Month for Planning Department
Actions out of Executive Session

ITEM SUMMARY:

FINANCIAL IMPACT:

SUBMITTED BY:
Karen Frost, City Secretary

ATTACHMENTS:

N/A

City of Georgetown, Texas
City Council
October 27, 2026

SUBJECT:
Public Wishing to Address 10.27.2026

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

ITEM SUMMARY:

FINANCIAL IMPACT:

SUBMITTED BY:
Karen Frost, City Secretary

ATTACHMENTS:

N/A

City of Georgetown, Texas
City Council
October 27, 2026

SUBJECT:
10.13.2026 City Council Minutes

SUGGESTED ACTION:
Consideration and possible action to approve the City Council minutes from the meeting held on October 13, 2026 -- Robyn Densmore, City Secretary

ITEM SUMMARY:

FINANCIAL IMPACT:

SUBMITTED BY:
Robyn Densmore, City Secretary

ATTACHMENTS:
City Council Minutes 10.13.2026.pdf

Minutes of the City Council
City of Georgetown, Texas
Tuesday, October 13, 2026

The Georgetown City Council met on Tuesday, October 13, 2026, at 3:00 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, Josh Schroeder, Ron Garland, and Doug Noble. Councilmember Pitts was not present at the Workshop but did arrive in time for the Regular portion of the Meeting. Councilmember Garland was not present for the Workshop but did arrive during Executive Session and was in attendance for the remainder of the Meeting.

1. Policy Development and Discussion - Workshop

Mayor Schroeder called the meeting to order at 3:01 p.m.

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

Jamie Beran, Human Resources Manager, recognized employees who have completed 5, 10, and 20 years with the City of Georgetown.

1.B **Transportation, Parks, and Facilities Capital Project Planning**
Presentation and discussion regarding planning for General Capital Projects (Transportation, Parks and Facilities) -- Nick Woolery, Assistant City Manager

Woolery presented and reviewed the following: previous discussions on capital projects; previous debt modeling; debt model update; impact on current projects; recommended FY2027 - FY2030 CIP; impact on future bond elections; future facilities projects; future transportation projects; future parks and trails projects; options for future bond elections; planning for key future projects; and needed Council feedback.

General discussion among Council and staff regarding the current TIA (Traffic Impact Analysis) fees; if TIA fees could be used for some projects; and general support for the proposed suggestions.

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

Clarke presented and reviewed the following: Georgetown 2050; strategic planning terms; the reason for considering Georgetown 2050 now; core questions for the 2050 Plan; history of strategic planning; approach to the plan and advantages of the approach; current and future state of the planning process; regulatory requirements; RFQ (Request for Qualifications) scope of services; key policy issues; staff steering committee; proposed timeline; and needed Council feedback.

General discussion among Council and staff regarding Council's general support for the proposed approach to the plan, and the benefits of the approach for the 2050 Plan.

Mayor Schroeder recessed into Executive Session at 3:43 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 10.13.2026**
Sec. 551.071: Consultation with Attorney
Advice from the attorney about pending or contemplated litigation and other matters on which the attorney has a duty to advise the City Council, including agenda items.
- Litigation Update
- Austin Avenue Bridges
- Settlement Agreement between the City of Georgetown, Cunningham Constructors and Associates Inc., and Atlantic Specialty Insurance Company for Cause No. 24-2681C26, pending in Williamson County District Court.

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

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

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

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

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

3.A **Call to Order 10.13.2026**
Pledge of Allegiance
Recognitions
Actions out of Executive Session

Moved by Kevin Pitts; seconded by Ben Stewart to approve the authorization of the City Manager to negotiate and sign an economic development performance agreement with Project Neptune as discussed in Executive Session.
Motion Approved: 7- 0
Voting For: Amanda Parr, Kevin Pitts, Ben Butler, Ben Stewart, Jake French, Ron Garland, and Doug Noble
Voting Against: None

Moved by Kevin Pitts; seconded by Ben Stewart to approve the authorization of the City Manager to negotiate and sign an economic development performance agreement with Project Isosceles as discussed in Executive Session.
Motion Approved: 7- 0
Voting For: Amanda Parr, Kevin Pitts, Ben Butler, Ben Stewart, Jake French, Ron Garland, and Doug Noble
Voting Against: None

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 10.13.2026**
- 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.

Prior to the Consent Agenda being taken up for a vote, Mayor Schroeder recused due to conflicts on Items 5.D, 5.E, and 5.K.

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

5.A **09.22.2026 City Council Minutes**
Consideration and possible action to approve the City Council minutes from the meeting held on September 22, 2026 -- Robyn Densmore, City Secretary

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.P **Third Amendment to the Garey Park Phase 2 Design Contract 24-0050-MSA with Half Associates**
Consideration and possible action to approve the third amendment to Task Order HAI-24-001-A3 with Halff Associates Inc., in the amount of $121,071.00 for Garey Park Landscape Architecture Professional Services -- Eric Nuner, Parks and Recreation Director

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

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

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

5.T **Initial Annual Agreement for Workday Support Services with Guidehouse, Inc., a Delaware corporation (Consultant)**
Consideration and possible action to approve an agreement with Guidehouse, Inc. to provide Workday support services for an annual amount not to exceed $125,000.00 and to authorize the City Manager to execute renewals of the agreement for up to four additional one- year terms under the same terms and conditions for a total not to exceed of $625,000.00 -- Sarah Moody, Assistant Chief Financial Officer

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

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

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

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

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

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

5.AA **2026-12-LIC Encroachment into Guenat Street and Hobby Street ROW**
Consideration and possible action to approve a license agreement with Sun City Community Association, Inc. for two neighborhood entry monument signs to encroach into the rights-of-way of Guenat Street and Hobby Street within Sun City Neighborhood 65, and to authorize the Planning Director to execute the same -- Colin Davidson, Real Estate Program Manager

5.AB **2026-1-ABD Abandonment of portions of a Utility Easement and Water Line Easement within the Parmer Ranch Phase 18 Neighborhood**
Consideration and possible action to conditionally authorize by Resolution and Quitclaim, the abandonment of portions of a Utility Easement and a Water Line Easement situated in the Parmer Ranch Phase 18 Subdivision, for the benefit of Chesmar Homes, LLC and to authorize the Mayor to execute all necessary documents to effectuate the abandonment - - Colin Davidson, Real Estate Program Manager

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

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

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

6. Legislative Regular Agenda

6.A **Public Hearing - Heirloom Public Improvement District (PID)**
Public Hearing on Proposed Assessments to be Levied against property in the Heirloom Public Improvement District -- Nick Woolery, Assistant City Manager

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

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

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

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

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

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

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

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

Wallace presented and reviewed the utility infrastructure and the Series 2026B (low interest) bonds.

Wallace read the Ordinance caption.

General discussion among Council, staff, and Jennifer Ritter with the City's Bond Counsel regarding the Texas Water Development Board's role in the bonds.

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

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

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

Wallace presented and reviewed the utility infrastructure and the Series 2026C (deferred) bonds.

Wallace read the Ordinance caption.

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

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

Goodman presented and noted that the correct Zone number of the Reinvestment Zone is No. 2026-003, and the location of the Zone.

Goodman read the caption.

Mayor Schroeder opened and closed the Public Hearing at 6:10 p.m., as there were no speakers.

The Council had no comments or questions on the item.

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

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

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

Gould presented and reviewed the following: Aerial Map; Zoning Map; Future Land Use/Future Mobility Plan Map; summary of the requests; Conceptual Plan; what is allowed in an SUP; applicable UDC Sections; and how the application complies, partially complies, and does not comply with the approval criteria for UDC Sections 3.07.030 and 3.06.030. He added that staff recommended approval of the request, and at their September 15th meeting, the Planning and Zoning Commission recommended approval with conditions by a 7-0 vote of the request, with the condition that the automotive repairs only take place inside of the building, and that the paved area within the property zoned RS be removed. Gould stated that public notifications were sent, and to date staff has received one written comment in favor and one written comment in opposition.

Gould read the caption.

General discussion among Council and staff, including Edgar Garcia, Planning Director, regarding parking on the site; approval of the item tonight would ratify the Conceptual Plan, plans for buildings currently on the property, impacts to the nearby Residential zoning, and automotive repairs on the site.

Mayor Schroeder opened the Public Hearing at 6:19 p.m.

Alfred Flores addressed the Council regarding concerns for the proposed changes, how future repairs could disrupt the neighborhood, whether fencing is required, noise and light pollution, and emergency vehicle access on 24th Street if cars are parked on both sides of the street.

Mayor Schroeder closed the Public Hearing at 6:22 p.m.

General discussion among Council and staff regarding the efforts made by the owner to bring the property into compliance, and how auto repairs must be done inside a building.

Moved by Doug Noble; seconded by Amanda Parr to approve as presented with the condition that the automotive repairs only take place inside of the building, and that the paved area within the property zoned RS be removed.
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.H **First Reading - 2026-1-DA - Sun City 14th Amendment**
First Reading of an Ordinance approving the 14th amendment to the Sun City Texas Development Agreement, to allow for up to 65% Impervious Cover and 4,000 square feet minimum lot sizes for the Cluster Parcels Attached Single-Family Use in Sun City Neighborhood 61 (2026-1-DA) -- Ryan Clark, AICP, Assistant Planning Director

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

Adjournment

Mayor Schroeder adjourned the meeting at 6:24 p.m.

These minutes were approved at the meeting of _____.

_____ _____

Mayor Attest

City of Georgetown, Texas
City Council
October 27, 2026

SUBJECT:
Resolution - Nomination of Compal USA Technology Inc. for the Texas Enterprise Zone Program

SUGGESTED ACTION:
Consideration and possible action to approve a Resolution nominating Compal USA Technology Inc. for the Texas Enterprise Zone Program -- Cameron Goodman, Economic Development Director

ITEM SUMMARY:
The Texas Enterprise Zone program is an incentive program offered by the State of Texas. This resolution of support is a required step in the application process that companies must complete to be considered for approval in this state program. This resolution of support and the enterprise program would not involve the use of city funds. Participation in this program would not reduce the amount of city sales taxes that are collected in connection with this project. The Texas Enterprise Zone Program is a state sales and use tax refund program designed to encourage private investment and job creation. Local communities must nominate a business for enterprise project designation to be considered to receive state sales and use tax refunds on qualified expenditures. An enterprise project is eligible for a refund of the taxes imposed by the Texas Tax Code on all taxable items purchased for use at the qualified business site related to the project or activity during the designation period. Companies must contribute information in the application packet, meet minimum capital investment thresholds and create and/or retain jobs that employ a certain percentage of economically disadvantaged individuals, enterprise zone residents or veterans. The amount of refund is related to the capital investment and jobs created at a qualified business site.

Eligibility Details Jobs counted for benefit must have an average weekly wage which meets or exceeds the average county weekly wage in the county which the qualified business site is located. Each community has a limited number of designations available per biennium; communities with a population at or above 250,000 have 9 designations available per biennium, while communities with a population of less than 250,000 have 6 designations available. Employment (new and retained jobs) and capital investment commitments must be met prior to the expiration of the designation period. A company must first pay the applicable state sales and use tax on qualified expenditures to receive a refund of those taxes. The percentage of a project's new employees who must meet economically disadvantaged, enterprise zone residency, or veteran requirement varies depending on whether the qualified business site is located inside or outside of an Enterprise Zone - state-designated area with economically depressed conditions. If located within a Zone, 25% of the company's new employees at the qualified business site must meet economically disadvantaged, enterprise zone residency or veteran requirements. If located outside a Zone, 35% of the company's new employees at the qualified business site must meet economically disadvantaged, enterprise zone residency, or veteran requirements. Only full-time jobs qualify for EZP award consideration. Jobs must be maintained through the end of the designation period, or for at least 3 years after the date on which tax benefits are received, whichever is later.

FINANCIAL IMPACT:

N/A - No cost to the City of Georgetown

SUBMITTED BY:
Shelly Sommerfeld, Economic Development plus

ATTACHMENTS:
October 2026 Compal Resolution of Support.pdf

RESOLUTION NO. _____

AN RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, AMENDING THE NOMINATION OF COMPAL ELECTRONICS, A TEXAS CORPORATION FOR A TEXAS ENTERPRISE ZONE PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE;

WHEREAS, the City of Georgetown, Texas ("City") has previously passed Ordinance No. 2004-48 adopted August 24, 2004, electing to participate in the Texas Enterprise Zone Program, and the local incentives offered under this Resolution are the same on this date as were outlined in Ordinance No. 2004-48; and

WHEREAS, the City Council previously approved as resolution nominating Compal Electronics, a Texas Corporation for Texas Enterprise Zone Project and desire to amend such Resolution as set forth herein and

WHEREAS, the Office of the Governor Economic Development and Tourism ("EDC") through the Economic Development Bank ("Bank") will consider Compal Electronics, a Texas corporation, as an enterprise project pursuant to a nomination and an application made by the City; and

WHEREAS, the City desires to pursue the creation of the proper economic and social environment in order to induce the investment of private resources in productive business enterprises located in the City and to provide employment to residents of enterprise zones and to other economically disadvantaged individuals; and

WHEREAS, pursuant to Chapter 2303, Subchapter F of the Texas Enterprise Zone Act, Texas Government Code (the "Act"), Compal Electronics, a Texas corporation, has applied to the City for designation as an enterprise project; and

WHEREAS, the City finds that Compal Electronics meets the criteria for designation as an enterprise project under Chapter 2303, Subchapter F of the Act on the following grounds:

1. Compal Electronics, is a "qualified business" under Section 2303.402 of the Act since it will be engaged in the active conduct of a trade or business at a qualified business site within the City located outside of an enterprise zone and at least thirty-five percent (35.0%) of the business' new employees will be residents of an enterprise zone, economically disadvantaged individuals, or veterans; and

2. There has been and will continue to be a high level of cooperation between public, private, and neighborhood entities within the area; and

3. The designation of Compal Electronics as an enterprise project will contribute significantly to the achievement of the plans of the City for development and revitalization of the area.

WHEREAS, the City finds that Compal Electronics, meets the criteria for tax relief and other incentives adopted by the City and nominates Compal Electronics for enterprise project status on the grounds that it will be located at the qualified business site, will create a higher level of employment, economic activity and stability; and

WHEREAS, the City Council finds that it is in the best interest of the public to nominate Compal Electronics as an enterprise project pursuant to the Act;

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

Section 1. The meeting at which this resolution was approved was conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 2. The facts and recitations contained in the preamble of this resolution are hereby found and declared to be true and correct and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim.

Section 3: Compal Electronics is a "qualified business", as defined in Section 2303.402 of the Act, and meets the criteria for designation as an enterprise project, as set forth in Section 2303, Subchapter F of the Act.

Section 4: The enterprise project shall take effect on the date of designation of the enterprise project by the agency and terminate five (5) years after the designation.

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.

PASSED AND APPROVED on the 27th of October, 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
October 27, 2026

SUBJECT:
Resolution - Nomination of Hunt Electric Corporation dba Baer Manufacturing for the Texas Enterprise Zone Program

SUGGESTED ACTION:
Consideration and possible action to approve a Resolution nominating Hunt Electric Corporation dba Baer Manufacturing for the Texas Enterprise Zone Program -- Cameron Goodman, Economic Development Director

ITEM SUMMARY:
The Texas Enterprise Zone program is an incentive program offered by the State of Texas. This resolution of support is a required step in the application process that companies must complete to be considered for approval in this state program. This resolution of support and the enterprise program would not involve the use of city funds. Participation in this program would not reduce the amount of city sales taxes that are collected in connection with this project. The Texas Enterprise Zone Program is a state sales and use tax refund program designed to encourage private investment and job creation. Local communities must nominate a business for enterprise project designation to be considered to receive state sales and use tax refunds on qualified expenditures. An enterprise project is eligible for a refund of the taxes imposed by the Texas Tax Code on all taxable items purchased for use at the qualified business site related to the project or activity during the designation period. Companies must contribute information in the application packet, meet minimum capital investment thresholds and create and/or retain jobs that employ a certain percentage of economically disadvantaged individuals, enterprise zone residents or veterans. The amount of refund is related to the capital investment and jobs created at a qualified business site.

Eligibility Details Jobs counted for benefit must have an average weekly wage which meets or exceeds the average county weekly wage in the county which the qualified business site is located. Each community has a limited number of designations available per biennium; communities with a population at or above 250,000 have 9 designations available per biennium, while communities with a population of less than 250,000 have 6 designations available. Employment (new and retained jobs) and capital investment commitments must be met prior to the expiration of the designation period. A company must first pay the applicable state sales and use tax on qualified expenditures to receive a refund of those taxes. The percentage of a project's new employees who must meet economically disadvantaged, enterprise zone residency, or veteran requirement varies depending on whether the qualified business site is located inside or outside of an Enterprise Zone - state-designated area with economically depressed conditions. If located within a Zone, 25% of the company's new employees at the qualified business site must meet economically disadvantaged, enterprise zone residency or veteran requirements. If located outside a Zone, 35% of the company's new employees at the qualified business site must meet economically disadvantaged, enterprise zone residency, or veteran requirements. Only full-time jobs qualify for EZP award consideration. Jobs must be maintained through the end of the designation period, or for at least 3 years after the date on which tax benefits are received, whichever is later.

FINANCIAL IMPACT:
N/A - No cost to the City of Georgetown

SUBMITTED BY:
Shelly Sommerfeld, Economic Development plus

ATTACHMENTS:
October 2026 Baer Resolution of Support.pdf

RESOLUTION NO. _____

AN RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, AMENDING THE NOMINATION OF HUNT ELECTRIC CORPORATION, A MINNESOTA CORPORATION, DOING BUSINESS AS BAER MANUFACTURING FOR TEXAS ENTERPRISE ZONE PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE;

WHEREAS, the City of Georgetown, Texas ("City") has previously passed Ordinance No. 2004-48 adopted August 24, 2004, electing to participate in the Texas Enterprise Zone Program, and the local incentives offered under this Resolution are the same on this date as were outlined in Ordinance No. 2004-48; and

WHEREAS, the City Council previously approved as resolution nominating Hunt Electric Corporation, a Minnesota corporation, doing business as Baer Manufacturing for Texas Enterprise Zone Project and desire to amend the resolution as set forth herein; and

WHEREAS, the Office of the Governor Economic Development and Tourism ("EDC") through the Economic Development Bank ("Bank") will consider Hunt Electric Corporation, a Minnesota corporation, doing business as Baer Manufacturing as an enterprise project pursuant to a nomination and an application made by the City; and

WHEREAS, the City desires to pursue the creation of the proper economic and social environment in order to induce the investment of private resources in productive business enterprises located in the City and to provide employment to residents of enterprise zones and to other economically disadvantaged individuals; and

WHEREAS, pursuant to Chapter 2303, Subchapter F of the Texas Enterprise Zone Act, Texas Government Code (the "Act"), Hunt Electric Corporation, a Minnesota corporation, doing business as Baer Manufacturing. has applied to the City for designation as an enterprise project; and

WHEREAS, the City finds that Hunt Electric Corporation, a Minnesota corporation, doing business as Baer Manufacturing meets the criteria for designation as an enterprise project under Chapter 2303, Subchapter F of the Act on the following grounds:

1. Hunt Electric Corporation, a Minnesota corporation, doing business as Baer Manufacturing is a "qualified business" under Section 2303.402 of the Act since it will be engaged in the active conduct of a trade or business at a qualified business site within the City located outside of an enterprise zone and at least thirty-five percent (35.0%) of the business' new employees will be residents of an enterprise zone, economically disadvantaged individuals, or veterans; and

2. There has been and will continue to be a high level of cooperation between public, private, and neighborhood entities within the area; and

3. The designation of Hunt Electric Corporation, a Minnesota corporation, doing business as Baer Manufacturing as an enterprise project will contribute significantly to the achievement of the plans of the City for development and revitalization of the area.

WHEREAS, the City finds that Hunt Electric Corporation, a Minnesota corporation, doing business as Baer Manufacturing, meets the criteria for tax relief and other incentives adopted by the City and nominates Hunt Electric Corporation, a Minnesota corporation, doing business as Baer Manufacturing for enterprise project status on the grounds that it will be located at the qualified business site, will create a higher level of employment, economic activity and stability; and

WHEREAS, the City Council finds that it is in the best interest of the public to nominate Hunt Electric Corporation, a Minnesota corporation, doing business as Baer Manufacturing as an enterprise project pursuant to the Act;

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

Section 1. The meeting at which this resolution was approved was conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 2. The facts and recitations contained in the preamble of this resolution are hereby found and declared to be true and correct and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim.

Section 3: Hunt Electric Corporation, a Minnesota corporation, doing business as Baer Manufacturing is a "qualified business", as defined in Section 2303.402 of the Act, and meets the criteria for designation as an enterprise project, as set forth in Section 2303, Subchapter F of the Act.

Section 4: The enterprise project shall take effect on the date of designation of the enterprise project by the agency and terminate five (5) years after the designation.

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.

PASSED AND APPROVED on the 27th of October, 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
October 27, 2026

SUBJECT:
Texas Commission on the Arts -- Arts Create Grant

SUGGESTED ACTION:
Consideration and possible action to accept an Arts Create (Year 2) Grant from the Texas Commission on the Arts in the amount of $14,000.00 for the second year of operational support for staffing at the Art Center and to authorize Amanda Still, Arts and Culture Program Manager to execute all necessary grant documents -- Amanda Still, Arts and Culture Program Manager and Kim Mcauliffe, Downtown and Tourism Director

ITEM SUMMARY:
The Texas Commission on the Arts provides Arts Creates Grants to organizations seeking funding for operational support of arts and cultural facilities to include staffing support. Arts Create Grants are awarded over a 2-year period. The Arts and Culture Program has been awarded a 2nd year of operational support for the Georgetown Art Center for the 2026-2027 fiscal year. The funds will be used to continue to fund a part-time staff position at the Art Center.

FINANCIAL IMPACT:
$14,000.00 matching funds.

SUBMITTED BY:
Shelly Sommerfeld, Economic Development plus

ATTACHMENTS:
TCA Arts Create Grant Contract 2026-2027.pdf

Docusign Envelope ID: 468EF3C6-9CDE-8687-80CF-BBB9D112BC6D

September 10, 2026

Georgetown Arts & Culture Board
402 W. 8th Street
Georgetown, TX 78626

Dear Georgetown Arts & Culture Board,

Please find the contract package for your **Arts Create**- Grant ID: **77768459** below.

The contract must be signed by your organization's authorizing official, Amanda Still. If there has been a change of authorizing official and someone else needs to sign this contract, please reach out to me via email with a letter explaining the change.

For more detailed information about TCA grants, including tips on how to make your reporting easier, please visit the section "Managing Your Grant" in your online Fluxx account.

TCA requires all grant recipients to contact their state legislators to share news about their grant award and thank them for making these funds available. This is an opportunity to educate your elected officials about the work that you do in your community. You are welcome to combine grants in a single letter, but you will need to send a new set of letters for any additional grants awarded later in the fiscal year. If appropriate, additional thank-you letters sent to your legislators from the children, audiences, and participants served by your TCA-funded grant are appreciated. These thank you letters should be uploaded directly into the Fluxx system for each awarded grant.

Please remember your grant payment is contingent upon the completion of any past grant reports, the receipt of your legislative thank you letters, the receipt of the signed contract, and the availability of state and/or federal funds.

If changes to the budget arise during the course of the project, amendments must be requested in writing in accordance with the Amendments and Changes section of the contract prior to the contract ending date. TCA has no flexibility around the fiscal year window (September 1 - August 31) but will always try to help your organization through project changes and transitions.

If you have questions or need additional information, please contact me via email kenneth@arts.texas.gov

Sincerely,



Kenneth Williams
Associate Director of Programs
Texas Commission on the Arts

Docusign Envelope ID: 468EF3C6-9CDE-8687-80CF-BBB9D112BC6D

GRANT ID: **77768459**

GRANT CONTRACT
BETWEEN
TEXAS COMMISSION ON THE ARTS
AND
GEORGETOWN ARTS & CULTURE BOARD

STATE OF TEXAS ()

COUNTY OF TRAVIS ()

SECTION 1. PARTIES TO CONTRACT

This Contract ("Contract") is made and entered into by and between the Texas Commission on the Arts (the "Commission"), an agency of the State of Texas and Georgetown Arts & Culture Board ("Grantee"), hereinafter referred to collectively as "Parties." The Commission enters into this Contract pursuant to Texas Government Code, Section 444.024, which gives the Commission authority to award grant money for advancing the state economically and culturally by investing in the arts.

SECTION 2. CONTRACT PERIOD

The period for performance of this Contract shall commence 09/01/26 and shall terminate 08/31/27.

SECTION 3. SERVICES

The Grantee shall, during the period of this Contract, provide the services, activities, and performances in accordance with Attachment A, which is attached hereto and made a part of this Contract for all purposes as if set forth in full herein.

SECTION 4. GRANT AWARD

In consideration of the Grantee's full and satisfactory performance of the obligations specified in this Contract and subject to the conditions stated under "Obligations of the Commission" and the "Matching Share" requirements detailed in the Terms and Conditions, which is attached hereto as Attachment B and made a part of this Contract, the Commission shall pay to the Grantee an amount not to exceed $ 14,000**.** All funds provided by the Commission must be expended within the Contract period specified in Section 2.

SECTION 5. GRANT REPORT FORM

The Grantee shall submit to the Commission not later than 09/30/27, a properly completed Grant Report as specified in Attachment B.

SECTION 6. AMENDMENTS AND CHANGES

This Contract is the entire agreement of the Parties. Any changes, deletions, extensions, or amendments to this Contract shall be in writing and signed by both Parties prior to the ending date of this Contract as specified in Section 2. Any other attempted changes including oral modifications, written notices not signed by both Parties, or other modifications of any type shall be invalid.

Docusign Envelope ID: 468EF3C6-9CDE-8687-80CF-BBB9D112BC6D

GRANT ID: **77768459**

TEXAS COMMISSION ON THE ARTS
CONTRACT FOR SERVICES

SECTION 7. MUTUAL OBLIGATIONS

The Parties hereto have severally and collectively agreed and, by the execution of this Contract, are bound to the mutual obligations and to the performances and accomplishment of the tasks described herein, including the Terms and Conditions.

The terms of this Contract are accepted by the Parties. Persons signing are expressly authorized to obligate the Parties to the terms of this Contract.

GRANTEE	TEXAS COMMISSION ON THE ARTS
_____	_____
Signature of Authorized Official	Signature of Authorized Official
_____	_____
Date	Date

Amanda Still
Georgetown Arts & Culture Board
402 W. 8th Street
Georgetown, TX 78626

Docusign Envelope ID: 468EF3C6-9CDE-8687-80CF-BBB9D112BC6D

ATTACHMENT A

GRANT ID: **77768459**
Arts Create - Operational Support
Georgetown Arts & Culture Board

TCA Award Amount:	**$14,000.00**
Required Matching Funds:	**$14,000.00**
Total Grant Budget:	**$28,000.00**

Grant Budget Expense Items	Matching Expenses	TCA Funded Expenses
Administrative salaries, contracts, benefits	$14,000.00	$14,000.00
Artistic salaries, contracts, benefits		
Facility Costs		
Marketing & Promotion		
Program/Exhibit production costs		
Subgranting / Pass thru funds		
Other expenses:		
EXPENSE TOTALS	**$14,000.00**	**$14,000.00**

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ATTACHMENT B
TERMS AND CONDITIONS

A. OBLIGATIONS OF GRANTEE

A.1. Assurances

The Grantee shall perform its obligations under this Contract in compliance with all of the terms and conditions of this Contract; applicable requirements of the Commission and the National Endowment for the Arts (NEA); and all applicable federal and state laws, rules and regulations, directives, and guidelines including, but not limited to, the follow:

a. Texas Online Arts Plan: A Guide to Programs and Services, Revised December 2022.
b. 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
c. 29 CFR Part 505 Labor Standards on Projects or Productions Assisted by Grants from the National Endowment for the Arts and Humanities; Final Rule.

The provisions of such requirements are hereby incorporated by reference into this Contract.

Under Section 231.006 Family Code, the Grantee certifies that the individual or business entity named in the Contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate. An application for a Contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application.

Grantee represents and warrants that all statements and information prepared and submitted in this document are current, complete, true, and accurate. Submitting information that contains a false statement or material misrepresentations made during the performance of a Contract is a material breach of Contract and may void the Contract.

Grantee represents and warrants that the individual submitting this document and the documents made part of this Contract is authorized to sign such documents on behalf of the Grantee and to bind the Grantee under this Contract.

Grantee shall maintain and retain all records relating to the performance of the Contract, including supporting fiscal documents adequate to ensure that claims for Contract funds are in accordance with applicable State of Texas requirements. These records will be maintained and retained by Grantee for a period of four (4) years after the Contract expiration date or until all audit, claim, and litigation matters are resolved, whichever is later.

Grantee represents and warrants that it will maintain oversight to ensure that Contractors perform in accordance with the terms, conditions, and specifications of their Contracts or purchase orders.

Grantee assures and certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.

By execution of this Contract the Grantee assures and certifies that it will comply with the regulations of Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972 where applicable, the Drug-Free Workplace Act of 1988, as well as all regulations of the NEA issued pursuant to these statutes, and that it immediately will take any measures necessary to comply.

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A.1. Assurances (continued)

By execution of this Contract the Grantee assures and certifies that it will comply with the Commission's enabling legislation, Texas Government Code, chapter 444.

Texas Government Code, Section 444.021(b) prohibits the Commission and its grantees from knowingly fostering, encouraging, promoting or funding any project, production, workshop and/or program which includes obscene material as defined in Section 43.21, Penal Code of Texas.

The Commission is committed to the principles of equal opportunity and affirmative action. The Commission will not knowingly discriminate among employees or applicants on the basis of race, color, religion, sex, national origin, age or physical handicap. These criteria will not be used by either the Commission or the Grantee when making decisions.

Grantee agrees to comply with applicable laws, state and federal executive orders, regulations and policies as well as Texas Government Code, Chapter 783 (Uniform Grant and Contract Management Act), and the Texas Comptroller's Texas Grant Management Standards (TxGMS), including the Uniform Assurances and the Standard Financial Management Conditions included in TxGMS.

A.2. Matching Share

In the performance of services and activities under this Contract, the Grantee shall provide at least fifty percent (50%) of the total cost of such performance. This matching share shall be provided in compliance with OMB Circular A-102, OMB Circular A-110, and in accordance with the matching share indicated in the budget in Attachment A. Federal funds from the NEA may not be used as match if receiving federal funds from the Commission.

The Grantee's failure to provide the entire amount of its matching share to pay for Contract services during the Contract period will reduce the award from the Commission in a proportionate amount requiring reimbursement of the difference to the Commission.

A.3. Acknowledgment

a. Crediting the Commission. A credit line and/or the Commission logo must appear in all published materials and announcements regarding this grant. The Commission logo can be found on our website at: https://www.arts.texas.gov/logo.

b. Crediting NEA. If NEA funds are awarded as part of the Commission grant, a credit line must appear acknowledging support from the NEA. The National Endowment logo can be found on the website: https://www.arts.gov/grants/manage-your-award/nea-logo.

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A.4. Reporting Requirements

a. Grant Report Form

The Grantee shall establish and maintain records, which shall reflect all receipts, obligations, and disbursements of funds for the project which is the subject of this Contract. Financial records, including substantiating documentation (e.g., payroll vouchers, invoices, bills) must be maintained. Following the termination of this Contract, the Grantee shall submit to the Commission a properly completed Grant Report Form by the date stipulated in Section 5.

b. Audit or Financial Review

Following the termination of this Contract, the Grantee shall provide the Commission with either:

1. a review of the Grantee's financial records covering the funds awarded under this Contract, prepared in compliance with guidelines established by the Commission; or,
2. an audit report covering the funds awarded under this Contract, prepared in compliance with Single Audit Act Amendments of 1996, OMB Circular A-133, and the Texas Grant Management Standards issued by the Texas Comptroller of Public Accounts. Grantees expending Federal funds equal to or in excess of $750,000 within a fiscal year of the Grantee organization must comply with Federal audit requirements.

A.5. Monitoring

The Grantee shall give the Commission the right to examine the Grantee's records, files, books, or other written materials relating to this Contract and the right at reasonable times to inspect or otherwise evaluate the Grantee's work under this Contract. The Grantee shall cooperate with the Commission in arranging for and scheduling a site visit by a Commission employee or representative.

A.6. Use of Funds for Lobbying

The Grantee shall not use any of the funds paid by the Commission to the Grantee to influence the passage or defeat of any legislative measure or election of any candidate for public office.

B. OBLIGATIONS OF THE COMMISSION

The Commission shall not be liable to the Grantee for costs incurred or performances rendered by the Grantee before the commencement of this Contract or after the termination of this Contract.
The Grantee is an independent contractor. Therefore, the Commission is not responsible for any liability incurred by the Grantee.

C. PAYMENT BY THE COMMISSION

The Commission shall pay to the Grantee the amount specified in this Contract. This payment shall be made following the date requested for payment by the Grantee in its application for assistance. This payment is contingent upon the availability of State and/or Federal funds.

It is agreed and understood by all Parties that payments under the Contract are contingent upon Grantee's full and satisfactory performance of his/her/its obligation under this Contract, as well as, any and all outstanding contracts between the Grantee and the Commission. Full and satisfactory performance is to be determined by the Commission.

In that regard, in the event the Commission determines the Grantee has not provided full and satisfactory performance, the Commission has the right to withhold any and all payments due and owing the Grantee. Furthermore, in the event the Commission determines that the Grantee has not provided full and satisfactory performance, all monies paid out under this Contract will be immediately due and repayable to the Commission.

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C. PAYMENT BY THE COMMISSION (continued)

Notwithstanding any other provision of this Contract, payment by the Commission under this Contract is expressly contingent upon Grantee's submission to the Commission of Grant Report Form(s) which are due under other Contracts between the Grantee and the Commission, and the proper completion of any outstanding Contractual obligations with the Commission.

In accordance with Section 2262.154 of the Texas Government Code, Grantee understands that acceptance of funds under this Contract acts as acceptance of the authority of (1) the State Auditor to conduct an audit or investigation on any entity receiving funds from the state directly under this Contract or indirectly through a subcontract under this Contract; and (2) acceptance of funds directly under this Contract or indirectly under through a subcontract under the Contract acts as acceptance of the authority of the State Auditor's Office (SAO), under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with these funds. Any entity that is the subject of an audit or investigation by the SAO must provide the SAO with access to any information the SAO considers relevant to the investigation or audit.

D. VENUE PROVISION

For any dispute arising out of this Contract and resulting in litigation, venue shall be mandatory only in Travis County, Texas. This Contract shall be governed by and construed in accordance with the laws of the State of Texas.

D.1. The dispute resolution process provided for in chapter 2260 of the Texas Government Code must be used by the Commission and Grantee to attempt to resolve all disputes arising under this Contract.

a. A Grantee's claims for breach of this Contract that cannot be informally resolved with the Commission shall be submitted to the negotiation process provided in Chapter 2260, subchapter B, of the Government Code. To initiate the process, the Grantee shall submit written notice, as required by subchapter B, to the Commission. Said notice shall specifically state that the provisions of Ch. 2260, subchapter B are being invoked. A copy of the notice shall also be given to all other representatives of the Commission and the Grantee otherwise entitled to notice under the Parties' Contract. Compliance by the Grantee with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, of the Government Code.

b. The contested case process provided in Chapter 2260, subchapter C, of the Government Code is the Grantee's sole and exclusive process for seeking a remedy for any and all alleged breaches of Contract by the Commission if the Parties are unable to resolve their disputes under subparagraph (a) of this paragraph.

c. Compliance with the contested case process provided in Subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this Contract by the Commission nor any other conduct of any representative of the Commission in relation to the Contract shall be considered a waiver of sovereign immunity to suit.

E. MISCELLANEOUS PROVISIONS

a. Texas Public Information Act - Notwithstanding any provisions of this Contract to the contrary, Grantee understands that the Commission will comply with the Texas Public Information Act, Texas Government Code, Chapter 552 as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas.

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E. MISCELLANEOUS PROVISIONS (continued)

b. Force Majeure – The Commission shall not be responsible for performance under this Contract should it be prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the Commission.

Grantee shall not be liable for non-performance or delay in performance of a requirement under this Contract if such non-performance or delay is due to one of the following occurrences, which occurrence must not be preventable through the exercise of reasonable diligence, be beyond the control of the Grantee, cannot be circumvented through the use of alternate sources, work-around plans, or other means and occur without its fault or negligence: pandemic; fire; flood; lightning strike; weather damage; earthquake; tornado; hurricane; snow or ice storms; equipment break down; acts of war, terrorism, riots, or civil disorder; strikes and disruption or outage of communications, power, or other utility.

Notwithstanding anything to the contrary in this provision, the requirements that funds be paid out within the current State fiscal year, unmatched grant money be returned by Grantee, and grant funds be expended, matched and services performed within the State Fiscal Year shall not be affected.

c. Indemnification

Acts or Omissions

GRANTEE SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE COMMISSION, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF THE GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY GRANTEE WITH THE TEXAS OFFICE OF THE ATTORNEY GENERAL (OAG) WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. GRANTEE AND THE OAG AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

Infringements

GRANTEE SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND OAG FROM ANY AND ALL THIRD-PARTY CLAIMS INVOLVING INFRINGEMENT OF UNITED STATES PATENTS, COPYRIGHTS, TRADE AND SERVICE MARKS, AND ANY OTHER INTELLECTUAL OR INTANGIBLE PROPERTY RIGHTS IN CONNECTION WITH THE PERFORMANCES OR ACTIONS OF GRANTEE PURSUANT TO THIS CONTRACT. GRANTEE AND THE COMMISSION AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. GRANTEE SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY GRANTEE WITH THE OAG WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG.

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d. Termination

Termination for Convenience. The Commission may, at its sole discretion, terminate this Contract without recourse, liability or penalty, immediately upon written notice to the Grantee. Grantee may, at its sole discretion, terminate this Contract upon written notice to the Commission; however, such termination shall not be effective until grant funds have been returned to the Commission in full.

Termination for Cause. In the event that Grantee fails to perform or comply with an obligation of the terms, conditions and provisions of this Contract, the Commission may, upon written notice of the breach to Grantee, immediately terminate this Contract.

City of Georgetown, Texas
City Council
October 27, 2026

SUBJECT:
Texas Commission on the Arts -- Performance Support Grant

SUGGESTED ACTION:
Consideration and possible action to accept a Performance Support Grant from the Texas Commission on the Arts in the amount of $2,625.00 for the performance of Texas Touring Roster artists Central Texas Philharmonic at the Autumn Art Stroll and to authorize Amanda Still, Arts and Culture Program Manager to execute all necessary grant documents -- Amanda Still, Arts and Culture Program Manager and Kim Mcauliffe, Downtown and Tourism Director

ITEM SUMMARY:
The Texas Commission on the Arts provides performance support for arts organizations that hire approved artists from the TCA Texas Touring Roster of artists. The Arts and Culture Program has hired the Central Texas Philharmonic Orchestra to provide orchestral accompaniment to the classic silent film, Phantom of the Opera. The performance will take place in conjunction with the Autumn Art Stroll and the Sculpture Tour Awards announcements. This will be the 4th year of collaboration with the Central Texas Philharmonic for the film screening and orchestra accompaniment.

FINANCIAL IMPACT:
$6,125.00 in matching funds.

SUBMITTED BY:
Shelly Sommerfeld, Economic Development plus

ATTACHMENTS:
TCA Performance Support Grant Contract 2026-2027.pdf

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September 10, 2026

Georgetown Arts & Culture Board
402 W. 8th Street
Georgetown, TX 78626

Dear Georgetown Arts & Culture Board,

Please find the contract package for your **Arts Create**- Grant ID: **77768459** below.

The contract must be signed by your organization's authorizing official, Amanda Still. If there has been a change of authorizing official and someone else needs to sign this contract, please reach out to me via email with a letter explaining the change.

For more detailed information about TCA grants, including tips on how to make your reporting easier, please visit the section "Managing Your Grant" in your online Fluxx account.

TCA requires all grant recipients to contact their state legislators to share news about their grant award and thank them for making these funds available. This is an opportunity to educate your elected officials about the work that you do in your community. You are welcome to combine grants in a single letter, but you will need to send a new set of letters for any additional grants awarded later in the fiscal year. If appropriate, additional thank-you letters sent to your legislators from the children, audiences, and participants served by your TCA-funded grant are appreciated. These thank you letters should be uploaded directly into the Fluxx system for each awarded grant.

Please remember your grant payment is contingent upon the completion of any past grant reports, the receipt of your legislative thank you letters, the receipt of the signed contract, and the availability of state and/or federal funds.

If changes to the budget arise during the course of the project, amendments must be requested in writing in accordance with the Amendments and Changes section of the contract prior to the contract ending date. TCA has no flexibility around the fiscal year window (September 1 - August 31) but will always try to help your organization through project changes and transitions.

If you have questions or need additional information, please contact me via email kenneth@arts.texas.gov

Sincerely,

Kenneth Williams
Associate Director of Programs
Texas Commission on the Arts

Docusign Envelope ID: 468EF3C6-9CDE-8687-80CF-BBB9D112BC6D

GRANT ID: **77768459**

GRANT CONTRACT
BETWEEN
TEXAS COMMISSION ON THE ARTS
AND
GEORGETOWN ARTS & CULTURE BOARD

STATE OF TEXAS ()

COUNTY OF TRAVIS ()

SECTION 1. PARTIES TO CONTRACT

This Contract ("Contract") is made and entered into by and between the Texas Commission on the Arts (the "Commission"), an agency of the State of Texas and Georgetown Arts & Culture Board ("Grantee"), hereinafter referred to collectively as "Parties." The Commission enters into this Contract pursuant to Texas Government Code, Section 444.024, which gives the Commission authority to award grant money for advancing the state economically and culturally by investing in the arts.

SECTION 2. CONTRACT PERIOD

The period for performance of this Contract shall commence 09/01/26 and shall terminate 08/31/27.

SECTION 3. SERVICES

The Grantee shall, during the period of this Contract, provide the services, activities, and performances in accordance with Attachment A, which is attached hereto and made a part of this Contract for all purposes as if set forth in full herein.

SECTION 4. GRANT AWARD

In consideration of the Grantee's full and satisfactory performance of the obligations specified in this Contract and subject to the conditions stated under "Obligations of the Commission" and the "Matching Share" requirements detailed in the Terms and Conditions, which is attached hereto as Attachment B and made a part of this Contract, the Commission shall pay to the Grantee an amount not to exceed $ 14,000**.** All funds provided by the Commission must be expended within the Contract period specified in Section 2.

SECTION 5. GRANT REPORT FORM

The Grantee shall submit to the Commission not later than 09/30/27, a properly completed Grant Report as specified in Attachment B.

SECTION 6. AMENDMENTS AND CHANGES

This Contract is the entire agreement of the Parties. Any changes, deletions, extensions, or amendments to this Contract shall be in writing and signed by both Parties prior to the ending date of this Contract as specified in Section 2. Any other attempted changes including oral modifications, written notices not signed by both Parties, or other modifications of any type shall be invalid.

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GRANT ID: **77768459**

TEXAS COMMISSION ON THE ARTS
CONTRACT FOR SERVICES

SECTION 7. MUTUAL OBLIGATIONS

The Parties hereto have severally and collectively agreed and, by the execution of this Contract, are bound to the mutual obligations and to the performances and accomplishment of the tasks described herein, including the Terms and Conditions.

The terms of this Contract are accepted by the Parties. Persons signing are expressly authorized to obligate the Parties to the terms of this Contract.

GRANTEE	TEXAS COMMISSION ON THE ARTS
_____	_____
Signature of Authorized Official	Signature of Authorized Official
_____	_____
Date	Date

Amanda Still
Georgetown Arts & Culture Board
402 W. 8th Street
Georgetown, TX 78626

Docusign Envelope ID: 468EF3C6-9CDE-8687-80CF-BBB9D112BC6D

ATTACHMENT A

GRANT ID: **77768459**
Arts Create - Operational Support
Georgetown Arts & Culture Board

TCA Award Amount:	**$14,000.00**
Required Matching Funds:	**$14,000.00**
Total Grant Budget:	**$28,000.00**

Grant Budget Expense Items	Matching Expenses	TCA Funded Expenses
Administrative salaries, contracts, benefits	$14,000.00	$14,000.00
Artistic salaries, contracts, benefits		
Facility Costs		
Marketing & Promotion		
Program/Exhibit production costs		
Subgranting / Pass thru funds		
Other expenses:		
EXPENSE TOTALS	**$14,000.00**	**$14,000.00**

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ATTACHMENT B
TERMS AND CONDITIONS

A. OBLIGATIONS OF GRANTEE

A.1. Assurances

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a. Texas Online Arts Plan: A Guide to Programs and Services, Revised December 2022.
b. 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
c. 29 CFR Part 505 Labor Standards on Projects or Productions Assisted by Grants from the National Endowment for the Arts and Humanities; Final Rule.

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A.1. Assurances (continued)

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Grantee agrees to comply with applicable laws, state and federal executive orders, regulations and policies as well as Texas Government Code, Chapter 783 (Uniform Grant and Contract Management Act), and the Texas Comptroller's Texas Grant Management Standards (TxGMS), including the Uniform Assurances and the Standard Financial Management Conditions included in TxGMS.

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a. Crediting the Commission. A credit line and/or the Commission logo must appear in all published materials and announcements regarding this grant. The Commission logo can be found on our website at: https://www.arts.texas.gov/logo.

b. Crediting NEA. If NEA funds are awarded as part of the Commission grant, a credit line must appear acknowledging support from the NEA. The National Endowment logo can be found on the website: https://www.arts.gov/grants/manage-your-award/nea-logo.

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1. a review of the Grantee's financial records covering the funds awarded under this Contract, prepared in compliance with guidelines established by the Commission; or,
2. an audit report covering the funds awarded under this Contract, prepared in compliance with Single Audit Act Amendments of 1996, OMB Circular A-133, and the Texas Grant Management Standards issued by the Texas Comptroller of Public Accounts. Grantees expending Federal funds equal to or in excess of $750,000 within a fiscal year of the Grantee organization must comply with Federal audit requirements.

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The Grantee shall not use any of the funds paid by the Commission to the Grantee to influence the passage or defeat of any legislative measure or election of any candidate for public office.

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It is agreed and understood by all Parties that payments under the Contract are contingent upon Grantee's full and satisfactory performance of his/her/its obligation under this Contract, as well as, any and all outstanding contracts between the Grantee and the Commission. Full and satisfactory performance is to be determined by the Commission.

In that regard, in the event the Commission determines the Grantee has not provided full and satisfactory performance, the Commission has the right to withhold any and all payments due and owing the Grantee. Furthermore, in the event the Commission determines that the Grantee has not provided full and satisfactory performance, all monies paid out under this Contract will be immediately due and repayable to the Commission.

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C. PAYMENT BY THE COMMISSION (continued)

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a. A Grantee's claims for breach of this Contract that cannot be informally resolved with the Commission shall be submitted to the negotiation process provided in Chapter 2260, subchapter B, of the Government Code. To initiate the process, the Grantee shall submit written notice, as required by subchapter B, to the Commission. Said notice shall specifically state that the provisions of Ch. 2260, subchapter B are being invoked. A copy of the notice shall also be given to all other representatives of the Commission and the Grantee otherwise entitled to notice under the Parties' Contract. Compliance by the Grantee with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, of the Government Code.

b. The contested case process provided in Chapter 2260, subchapter C, of the Government Code is the Grantee's sole and exclusive process for seeking a remedy for any and all alleged breaches of Contract by the Commission if the Parties are unable to resolve their disputes under subparagraph (a) of this paragraph.

c. Compliance with the contested case process provided in Subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this Contract by the Commission nor any other conduct of any representative of the Commission in relation to the Contract shall be considered a waiver of sovereign immunity to suit.

E. MISCELLANEOUS PROVISIONS

a. Texas Public Information Act - Notwithstanding any provisions of this Contract to the contrary, Grantee understands that the Commission will comply with the Texas Public Information Act, Texas Government Code, Chapter 552 as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas.

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E. MISCELLANEOUS PROVISIONS (continued)

b. Force Majeure – The Commission shall not be responsible for performance under this Contract should it be prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the Commission.

Grantee shall not be liable for non-performance or delay in performance of a requirement under this Contract if such non-performance or delay is due to one of the following occurrences, which occurrence must not be preventable through the exercise of reasonable diligence, be beyond the control of the Grantee, cannot be circumvented through the use of alternate sources, work-around plans, or other means and occur without its fault or negligence: pandemic; fire; flood; lightning strike; weather damage; earthquake; tornado; hurricane; snow or ice storms; equipment break down; acts of war, terrorism, riots, or civil disorder; strikes and disruption or outage of communications, power, or other utility.

Notwithstanding anything to the contrary in this provision, the requirements that funds be paid out within the current State fiscal year, unmatched grant money be returned by Grantee, and grant funds be expended, matched and services performed within the State Fiscal Year shall not be affected.

c. Indemnification

Acts or Omissions

GRANTEE SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE COMMISSION, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF THE GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY GRANTEE WITH THE TEXAS OFFICE OF THE ATTORNEY GENERAL (OAG) WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. GRANTEE AND THE OAG AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

Infringements

GRANTEE SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND OAG FROM ANY AND ALL THIRD-PARTY CLAIMS INVOLVING INFRINGEMENT OF UNITED STATES PATENTS, COPYRIGHTS, TRADE AND SERVICE MARKS, AND ANY OTHER INTELLECTUAL OR INTANGIBLE PROPERTY RIGHTS IN CONNECTION WITH THE PERFORMANCES OR ACTIONS OF GRANTEE PURSUANT TO THIS CONTRACT. GRANTEE AND THE COMMISSION AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. GRANTEE SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY GRANTEE WITH THE OAG WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG.

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d. Termination

Termination for Convenience. The Commission may, at its sole discretion, terminate this Contract without recourse, liability or penalty, immediately upon written notice to the Grantee. Grantee may, at its sole discretion, terminate this Contract upon written notice to the Commission; however, such termination shall not be effective until grant funds have been returned to the Commission in full.

Termination for Cause. In the event that Grantee fails to perform or comply with an obligation of the terms, conditions and provisions of this Contract, the Commission may, upon written notice of the breach to Grantee, immediately terminate this Contract.

City of Georgetown, Texas
City Council
October 27, 2026

SUBJECT:
Texas Commission on the Arts - Cultural District Grant

SUGGESTED ACTION:
Consideration and possible action to accept a Cultural District Grant from the Texas Commission on the Arts in the amount of $56,113.00 for public art in the Light and Water Works District and to authorize Amanda Still, Arts and Culture Program Manager to execute all necessary grant documents -- Amanda Still, Arts and Culture Program Manager and Kim Mcauliffe, Downtown and Tourism Director

ITEM SUMMARY:
The Texas Commission on the Arts provides grant support for Texas Cultural Districts for projects that support the goals of the TCA Cultural District Program and leverage the arts for economic development. The Arts and Culture Program was awarded Cultural District grant funding to provide enhancements to the district using public art. The Arts and Culture Program will commission an artist to create an artistic screening wall at the Light and Water Works building to artistically screen the HVAC and utility equipment; therefore, enhancing the Light and Water Works public space with the TCA designated Downtown Georgetown Cultural District.

FINANCIAL IMPACT:
$56,113 in matching funds.

SUBMITTED BY:
Shelly Sommerfeld, Economic Development plus

ATTACHMENTS:
TCA Cultural District Grant Contract 2026-2027.pdf

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October 1, 2026

Downtown Georgetown Cultural District
816 S Main St
Georgetown, TX 78626

Dear Downtown Georgetown Cultural District,

Please find the contract package for your **Cultural District Project**- Grant ID: **77770268** below.

The contract must be signed by your organization's authorizing official, Amanda Still. If there has been a change of authorizing official and someone else needs to sign this contract, please reach out to me via email with a letter explaining the change.

For more detailed information about TCA grants, including tips on how to make your reporting easier, please visit the section "Managing Your Grant" in your online Fluxx account.

TCA requires all grant recipients to contact their state legislators to share news about their grant award and thank them for making these funds available. This is an opportunity to educate your elected officials about the work that you do in your community. You are welcome to combine grants in a single letter, but you will need to send a new set of letters for any additional grants awarded later in the fiscal year. If appropriate, additional thank-you letters sent to your legislators from the children, audiences, and participants served by your TCA-funded grant are appreciated. These thank you letters should be uploaded directly into the Fluxx system for each awarded grant.

Please remember your grant payment is contingent upon the completion of any past grant reports, the receipt of your legislative thank you letters, the receipt of the signed contract, and the availability of state and/or federal funds.

If changes to the budget arise during the course of the project, amendments must be requested in writing in accordance with the Amendments and Changes section of the contract prior to the contract ending date. TCA has no flexibility around the fiscal year window (September 1 - August 31) but will always try to help your organization through project changes and transitions.

If you have questions or need additional information, please contact me via email kenneth@arts.texas.gov

Sincerely,



Kenneth Williams
Associate Director of Programs
Texas Commission on the Arts

Docusign Envelope ID: 7E39044A-EB85-8759-83B9-F20CC27EEC30

GRANT ID: **77770268**

GRANT CONTRACT
BETWEEN
TEXAS COMMISSION ON THE ARTS
AND
DOWNTOWN GEORGETOWN CULTURAL DISTRICT

STATE OF TEXAS ()

COUNTY OF TRAVIS ()

SECTION 1. PARTIES TO CONTRACT

This Contract ("Contract") is made and entered into by and between the Texas Commission on the Arts (the "Commission"), an agency of the State of Texas and Downtown Georgetown Cultural District ("Grantee"), hereinafter referred to collectively as "Parties." The Commission enters into this Contract pursuant to Texas Government Code, Section 444.024, which gives the Commission authority to award grant money for advancing the state economically and culturally by investing in the arts.

SECTION 2. CONTRACT PERIOD

The period for performance of this Contract shall commence 10/01/26 and shall terminate 08/31/27.

SECTION 3. SERVICES

The Grantee shall, during the period of this Contract, provide the services, activities, and performances in accordance with Attachment A, which is attached hereto and made a part of this Contract for all purposes as if set forth in full herein.

SECTION 4. GRANT AWARD

In consideration of the Grantee's full and satisfactory performance of the obligations specified in this Contract and subject to the conditions stated under "Obligations of the Commission" and the "Matching Share" requirements detailed in the Terms and Conditions, which is attached hereto as Attachment B and made a part of this Contract, the Commission shall pay to the Grantee an amount not to exceed $ 56,113**.** All funds provided by the Commission must be expended within the Contract period specified in Section 2.

SECTION 5. GRANT REPORT FORM

The Grantee shall submit to the Commission not later than 09/30/27, a properly completed Grant Report as specified in Attachment B.

SECTION 6. AMENDMENTS AND CHANGES

This Contract is the entire agreement of the Parties. Any changes, deletions, extensions, or amendments to this Contract shall be in writing and signed by both Parties prior to the ending date of this Contract as specified in Section 2. Any other attempted changes including oral modifications, written notices not signed by both Parties, or other modifications of any type shall be invalid.

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GRANT ID: **77770268**

TEXAS COMMISSION ON THE ARTS
CONTRACT FOR SERVICES

SECTION 7. MUTUAL OBLIGATIONS

The Parties hereto have severally and collectively agreed and, by the execution of this Contract, are bound to the mutual obligations and to the performances and accomplishment of the tasks described herein, including the Terms and Conditions.

The terms of this Contract are accepted by the Parties. Persons signing are expressly authorized to obligate the Parties to the terms of this Contract.

GRANTEE	TEXAS COMMISSION ON THE ARTS
_____	_____
Signature of Authorized Official	Signature of Authorized Official
_____	_____
Date	Date

Amanda Still
Downtown Georgetown Cultural District
816 S Main St
Georgetown, TX 78626

Docusign Envelope ID: 7E39044A-EB85-8759-83B9-F20CC27EEC30

ATTACHMENT A

GRANT ID: **77770268**
Cultural District Project - Enhancements to the District
Downtown Georgetown Cultural District

TCA Award Amount:	**$56,113.00**
Required Matching Funds:	**$56,113.00**
Total Grant Budget:	**$112,226.00**

Grant Budget Expense Items	Matching Expenses	TCA Funded Expenses
Administrative salaries, contracts, benefits		
Artistic salaries, contracts, benefits	$22,500.00	$22,500.00
Facility Costs		
Marketing & Promotion		
Program/Exhibit production costs	$33,613.00	$33,613.00
Subgranting / Pass thru funds		
Other expenses:		
EXPENSE TOTALS	**$56,113.00**	**$56,113.00**

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ATTACHMENT B
TERMS AND CONDITIONS

A. OBLIGATIONS OF GRANTEE

A.1. Assurances

The Grantee shall perform its obligations under this Contract in compliance with all of the terms and conditions of this Contract; applicable requirements of the Commission and the National Endowment for the Arts (NEA); and all applicable federal and state laws, rules and regulations, directives, and guidelines including, but not limited to, the follow:

a. Texas Online Arts Plan: A Guide to Programs and Services, Revised December 2022.
b. 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
c. 29 CFR Part 505 Labor Standards on Projects or Productions Assisted by Grants from the National Endowment for the Arts and Humanities; Final Rule.

The provisions of such requirements are hereby incorporated by reference into this Contract.

Under Section 231.006 Family Code, the Grantee certifies that the individual or business entity named in the Contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate. An application for a Contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application.

Grantee represents and warrants that all statements and information prepared and submitted in this document are current, complete, true, and accurate. Submitting information that contains a false statement or material misrepresentations made during the performance of a Contract is a material breach of Contract and may void the Contract.

Grantee represents and warrants that the individual submitting this document and the documents made part of this Contract is authorized to sign such documents on behalf of the Grantee and to bind the Grantee under this Contract.

Grantee shall maintain and retain all records relating to the performance of the Contract, including supporting fiscal documents adequate to ensure that claims for Contract funds are in accordance with applicable State of Texas requirements. These records will be maintained and retained by Grantee for a period of four (4) years after the Contract expiration date or until all audit, claim, and litigation matters are resolved, whichever is later.

Grantee represents and warrants that it will maintain oversight to ensure that Contractors perform in accordance with the terms, conditions, and specifications of their Contracts or purchase orders.

Grantee assures and certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.

By execution of this Contract the Grantee assures and certifies that it will comply with the regulations of Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972 where applicable, the Drug-Free Workplace Act of 1988, as well as all regulations of the NEA issued pursuant to these statutes, and that it immediately will take any measures necessary to comply.

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A.1. Assurances (continued)

By execution of this Contract the Grantee assures and certifies that it will comply with the Commission's enabling legislation, Texas Government Code, chapter 444.

Texas Government Code, Section 444.021(b) prohibits the Commission and its grantees from knowingly fostering, encouraging, promoting or funding any project, production, workshop and/or program which includes obscene material as defined in Section 43.21, Penal Code of Texas.

The Commission is committed to the principles of equal opportunity and affirmative action. The Commission will not knowingly discriminate among employees or applicants on the basis of race, color, religion, sex, national origin, age or physical handicap. These criteria will not be used by either the Commission or the Grantee when making decisions.

Grantee agrees to comply with applicable laws, state and federal executive orders, regulations and policies as well as Texas Government Code, Chapter 783 (Uniform Grant and Contract Management Act), and the Texas Comptroller's Texas Grant Management Standards (TxGMS), including the Uniform Assurances and the Standard Financial Management Conditions included in TxGMS.

A.2. Matching Share

In the performance of services and activities under this Contract, the Grantee shall provide at least fifty percent (50%) of the total cost of such performance. This matching share shall be provided in compliance with OMB Circular A-102, OMB Circular A-110, and in accordance with the matching share indicated in the budget in Attachment A. Federal funds from the NEA may not be used as match if receiving federal funds from the Commission.

The Grantee's failure to provide the entire amount of its matching share to pay for Contract services during the Contract period will reduce the award from the Commission in a proportionate amount requiring reimbursement of the difference to the Commission.

A.3. Acknowledgment

a. Crediting the Commission. A credit line and/or the Commission logo must appear in all published materials and announcements regarding this grant. The Commission logo can be found on our website at: https://www.arts.texas.gov/logo.

b. Crediting NEA. If NEA funds are awarded as part of the Commission grant, a credit line must appear acknowledging support from the NEA. The National Endowment logo can be found on the website: https://www.arts.gov/grants/manage-your-award/nea-logo.

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A.4. Reporting Requirements

a. Grant Report Form

The Grantee shall establish and maintain records, which shall reflect all receipts, obligations, and disbursements of funds for the project which is the subject of this Contract. Financial records, including substantiating documentation (e.g., payroll vouchers, invoices, bills) must be maintained. Following the termination of this Contract, the Grantee shall submit to the Commission a properly completed Grant Report Form by the date stipulated in Section 5.

b. Audit or Financial Review

Following the termination of this Contract, the Grantee shall provide the Commission with either:

1. a review of the Grantee's financial records covering the funds awarded under this Contract, prepared in compliance with guidelines established by the Commission; or,
2. an audit report covering the funds awarded under this Contract, prepared in compliance with Single Audit Act Amendments of 1996, OMB Circular A-133, and the Texas Grant Management Standards issued by the Texas Comptroller of Public Accounts. Grantees expending Federal funds equal to or in excess of $750,000 within a fiscal year of the Grantee organization must comply with Federal audit requirements.

A.5. Monitoring

The Grantee shall give the Commission the right to examine the Grantee's records, files, books, or other written materials relating to this Contract and the right at reasonable times to inspect or otherwise evaluate the Grantee's work under this Contract. The Grantee shall cooperate with the Commission in arranging for and scheduling a site visit by a Commission employee or representative.

A.6. Use of Funds for Lobbying

The Grantee shall not use any of the funds paid by the Commission to the Grantee to influence the passage or defeat of any legislative measure or election of any candidate for public office.

B. OBLIGATIONS OF THE COMMISSION

The Commission shall not be liable to the Grantee for costs incurred or performances rendered by the Grantee before the commencement of this Contract or after the termination of this Contract.
The Grantee is an independent contractor. Therefore, the Commission is not responsible for any liability incurred by the Grantee.

C. PAYMENT BY THE COMMISSION

The Commission shall pay to the Grantee the amount specified in this Contract. This payment shall be made following the date requested for payment by the Grantee in its application for assistance. This payment is contingent upon the availability of State and/or Federal funds.

It is agreed and understood by all Parties that payments under the Contract are contingent upon Grantee's full and satisfactory performance of his/her/its obligation under this Contract, as well as, any and all outstanding contracts between the Grantee and the Commission. Full and satisfactory performance is to be determined by the Commission.

In that regard, in the event the Commission determines the Grantee has not provided full and satisfactory performance, the Commission has the right to withhold any and all payments due and owing the Grantee. Furthermore, in the event the Commission determines that the Grantee has not provided full and satisfactory performance, all monies paid out under this Contract will be immediately due and repayable to the Commission.

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C. PAYMENT BY THE COMMISSION (continued)

Notwithstanding any other provision of this Contract, payment by the Commission under this Contract is expressly contingent upon Grantee's submission to the Commission of Grant Report Form(s) which are due under other Contracts between the Grantee and the Commission, and the proper completion of any outstanding Contractual obligations with the Commission.

In accordance with Section 2262.154 of the Texas Government Code, Grantee understands that acceptance of funds under this Contract acts as acceptance of the authority of (1) the State Auditor to conduct an audit or investigation on any entity receiving funds from the state directly under this Contract or indirectly through a subcontract under this Contract; and (2) acceptance of funds directly under this Contract or indirectly under through a subcontract under the Contract acts as acceptance of the authority of the State Auditor's Office (SAO), under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with these funds. Any entity that is the subject of an audit or investigation by the SAO must provide the SAO with access to any information the SAO considers relevant to the investigation or audit.

D. VENUE PROVISION

For any dispute arising out of this Contract and resulting in litigation, venue shall be mandatory only in Travis County, Texas. This Contract shall be governed by and construed in accordance with the laws of the State of Texas.

D.1. The dispute resolution process provided for in chapter 2260 of the Texas Government Code must be used by the Commission and Grantee to attempt to resolve all disputes arising under this Contract.

a. A Grantee's claims for breach of this Contract that cannot be informally resolved with the Commission shall be submitted to the negotiation process provided in Chapter 2260, subchapter B, of the Government Code. To initiate the process, the Grantee shall submit written notice, as required by subchapter B, to the Commission. Said notice shall specifically state that the provisions of Ch. 2260, subchapter B are being invoked. A copy of the notice shall also be given to all other representatives of the Commission and the Grantee otherwise entitled to notice under the Parties' Contract. Compliance by the Grantee with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, of the Government Code.

b. The contested case process provided in Chapter 2260, subchapter C, of the Government Code is the Grantee's sole and exclusive process for seeking a remedy for any and all alleged breaches of Contract by the Commission if the Parties are unable to resolve their disputes under subparagraph (a) of this paragraph.

c. Compliance with the contested case process provided in Subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this Contract by the Commission nor any other conduct of any representative of the Commission in relation to the Contract shall be considered a waiver of sovereign immunity to suit.

E. MISCELLANEOUS PROVISIONS

a. Texas Public Information Act - Notwithstanding any provisions of this Contract to the contrary, Grantee understands that the Commission will comply with the Texas Public Information Act, Texas Government Code, Chapter 552 as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas.

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E. MISCELLANEOUS PROVISIONS (continued)

b. Force Majeure – The Commission shall not be responsible for performance under this Contract should it be prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the Commission.

Grantee shall not be liable for non-performance or delay in performance of a requirement under this Contract if such non-performance or delay is due to one of the following occurrences, which occurrence must not be preventable through the exercise of reasonable diligence, be beyond the control of the Grantee, cannot be circumvented through the use of alternate sources, work-around plans, or other means and occur without its fault or negligence: pandemic; fire; flood; lightning strike; weather damage; earthquake; tornado; hurricane; snow or ice storms; equipment break down; acts of war, terrorism, riots, or civil disorder; strikes and disruption or outage of communications, power, or other utility.

Notwithstanding anything to the contrary in this provision, the requirements that funds be paid out within the current State fiscal year, unmatched grant money be returned by Grantee, and grant funds be expended, matched and services performed within the State Fiscal Year shall not be affected.

c. Indemnification

Acts or Omissions

GRANTEE SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE COMMISSION, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF THE GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY GRANTEE WITH THE TEXAS OFFICE OF THE ATTORNEY GENERAL (OAG) WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. GRANTEE AND THE OAG AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

Infringements

GRANTEE SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND OAG FROM ANY AND ALL THIRD-PARTY CLAIMS INVOLVING INFRINGEMENT OF UNITED STATES PATENTS, COPYRIGHTS, TRADE AND SERVICE MARKS, AND ANY OTHER INTELLECTUAL OR INTANGIBLE PROPERTY RIGHTS IN CONNECTION WITH THE PERFORMANCES OR ACTIONS OF GRANTEE PURSUANT TO THIS CONTRACT. GRANTEE AND THE COMMISSION AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. GRANTEE SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY GRANTEE WITH THE OAG WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG.

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d. Termination

Termination for Convenience. The Commission may, at its sole discretion, terminate this Contract without recourse, liability or penalty, immediately upon written notice to the Grantee. Grantee may, at its sole discretion, terminate this Contract upon written notice to the Commission; however, such termination shall not be effective until grant funds have been returned to the Commission in full.

Termination for Cause. In the event that Grantee fails to perform or comply with an obligation of the terms, conditions and provisions of this Contract, the Commission may, upon written notice of the breach to Grantee, immediately terminate this Contract.

City of Georgetown, Texas
City Council
October 27, 2026

SUBJECT:

Authorizing Library Materials Purchases from Ingram Library Services LLC

SUGGESTED ACTION:
Consideration and possible action to appropriate funds to purchase library materials from Ingram Library Services, LLC in a total amount not to exceed $250,000.00 for Fiscal Year 2027 -- Sally Miculek, Library Services Director

ITEM SUMMARY:

The Library's anticipated appropriation for printed collection materials is $185,000 in FY27. The Library estimates it may spend up to $250,000.00 with Ingram Library Services LLC for books during FY27 from the City collection budget and from grants and gifts. Ingram is a book wholesaler. They provide the largest discount among their competitors, a robust staff-use website with reviews, reports, and current stock data. They also ship to us quickly and free of charge. Ingram, Inc. has provided the Library years of excellent service.

FINANCIAL IMPACT:
No more than $250,000.00 to Ingram Library Services LLC for library materials in FY27.

SUBMITTED BY:
Valerie Barber, Library

ATTACHMENTS:

N/A

City of Georgetown, Texas
City Council
October 27, 2026

SUBJECT:
Authorizing Library Digital Content Purchases from OverDrive, Inc.

SUGGESTED ACTION:
Consideration and possible action to appropriate funds to purchase digital library materials from OverDrive, Inc. in a total amount not to exceed $150,000.00 for Fiscal Year 2027 -- Sally Miculek, Library Services Director

ITEM SUMMARY:

The Library's anticipated annual appropriation for digital collection overall is $ 150,000.00. The Library estimates it may spend up to $150,000.00 for downloadable e-books e-audiobooks, and streaming video, and database access from OverDrive in FY27, utilizing the City digital collection budget, and from grants and gifts. OverDrive is a library vendor for e-books and e-audiobooks. OverDrive is also the parent company for streaming video from Kanopy. Libraries provide access to these materials for their cardholders through the Libby or Kanopy app. Through our Central Texas Digital Consortium membership we have purchased e-books and e-audiobooks from them for years, and now will begin our fifth year purchasing streaming video as well. OverDrive has responsive support staff and a well-developed website for purchasing and managing collection and usage expenses. OverDrive has provided the Library many years of service.

FINANCIAL IMPACT:
No more than $150,000.00 to OverDrive, Inc. for digital library materials in FY27.

SUBMITTED BY:
Valerie Barber, Library

ATTACHMENTS:

N/A

City of Georgetown, Texas
City Council
October 27, 2026

SUBJECT:

Friends of Georgetown Public Library MOU

SUGGESTED ACTION:
Consideration and possible action to approve a Memorandum of Understanding between the City of Georgetown and the Friends of Georgetown Public Library related to fundraising efforts -- Sally Miculek, Library Director

ITEM SUMMARY:

The Friends of the Georgetown Public Library is a 501(c)3 corporation that funds projects outside of the Library's budget and in support of the Library's mission to engage, enlighten, and empower the community. For 60 years, the Friends have had a relationship with the Georgetown Public Library, and have supported the Library throughout that time.

Annual donations range between $80,000 and $150,000, depending on Library requests. Donations have included funding for major initiatives such as the WOW Bookmobile, the WOW:HD Vehicle, the book reserves locker system at the Carver Center for Families, as well as substantial funding in support of the long-range plan study completed by the Library in 2025. Additionally, donations from the Friends support numerous ongoing Library programs and services every year.

The Memorandum of Understanding replaces an outdated MOU, and re-establishes how the Friends support the Library. Each year the Library will provide the Friends with a list of funding needs and priorities that align with the mission and goals of the department. The MOU allows the Friends to use facilities, personnel, and services of the Library to carry out its activities in support of the department, including use of meeting space, space for marketing materials, and space for book sales, storage, sorting, and office needs.

The Friends of the Library may receive books, media and other materials the Library withdraws from circulation; those materials become the property of the Friends. The Library director serves as an ex-oficio board member, attending meetings and providing information regarding department priorities and initiatives to facilitate alignment and support for the Friends. The term of the MOU is five years, and will automatically renew for an additional five years unless either party terminates with 30 days' notice.

The Board of Directors of the Friends of the Library approved this Memorandum of Understanding; the President of the Friends of the Georgetown Public Library signed it on October 15, 2026 at the

Board meeting.

FINANCIAL IMPACT:

SUBMITTED BY:
Valerie Barber, Library

ATTACHMENTS:
2026 Library Friends MOU 10.15.26.pdf

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF GEORGETOWN AND

THE FRIENDS OF THE GEORGETOWN PUBLIC LIBRARY

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and effective this day of_____, 2026, by the City of Georgetown, Texas, a Texas home rule municipality ("City") and Friends of the Georgetown Public Library, a Texas non-profit corporation ("Friends").

WHEREAS, the City, through its Library Department (hereinafter the "Library"), engages, enlightens, and empowers the community; and

WHEREAS, the Friends Group's mission is to fund projects outside of Library's budget and support Library's mission of engaging, enlightening, and empowering the community; and

WHEREAS, the City Council has approved the execution of this MOU by action taken at an open meeting held in compliance with the Texas Open Meetings Act.

NOW, THEREFORE, in consideration of these mutual covenants and conditions, all of which are hereby acknowledged by the parties hereto, the Friends and the City each agree as follows:

1. **City Responsibilities.**
    a. The Library agrees to include the Friends in the Library's long-term planning process to ensure that Friends are aware of the goals and direction of the Library.
    b. The Library agrees to share with Friends the Library's strategic initiatives each fiscal year and to discuss with the Friends how the Friends resources and support might help to advance these initiatives.
    c. The Library agrees to supply the Friends with a "wish list" each fiscal year, which indicates the anticipated financial needs for the Friends support, and to update that list as necessary.
    d. The Library agrees to provide public space for the Friends membership brochures and promotional materials and to provide the Friends with space for book sales/storage/sorting, meetings, and office needs.
    e. The Library agrees to provide a Library administrator representative as a non-voting attendee at all Friends meetings.
    f. The Library agrees that the Friends may receive such books, media, and other materials as the Library withdraws from its circulation; and that all such materials received by the Friends shall become the Friends' sole property.

2. **Friends Responsibilities.**

a. During the term of this Memorandum, the Friends shall remain a private non-profit 501(c)(3) organization.
b. The Friends agree to publicly support the Library and its policies.
c. The Friends agree to provide time on the Friends meeting agendas for a report from the Library.
d. The Friends agree that the Library administration has the final say in accepting or declining any donations the Friends made to Library.
e. The Friends agree to engage in advocacy efforts on the Library's behalf under the Library's guidance and in compliance with Library's mission statement.
f. The Friends agree that if they cease to actively fundraise and promote the Library, they will disband according to their Bylaws, following all applicable local, state, and federal laws.
g. If the Friends disband pursuant to paragraph 2.f. above, the Friends will retain ownership of all Friends books and other physical assets, including but not limited to the Friends' office equipment, furniture, and supplies.

3. The Parties agree that all of the Friends' fundraising efforts shall be under the direction of Friends and that the City shall not have any responsibility for or control over the actions of the Friends; and that the Friends agree to act in a manner that is prudent and reasonable.

4. **Approvals and Consents.** Approvals or consents required or permitted to be given under this MOU shall be given in writing and must be signed by a person authorized to give such approval or consent on behalf of the party.

5. **Address and Notice.** Unless otherwise provided in this MOU, any legal notice to be given under this MOU shall be given in writing and may be given either by depositing the notice in the United States mail postpaid, registered or certified mail, with return receipt requested, or by delivering the notice to an officer of such party. Notice deposited by mail in the foregoing manner shall be effective the day after the day on which it is deposited. Notice given in any other manner shall be effective only when received by the party to be notified. For the purposes of notice, the addresses of the parties shall be as follows:

If to the City, to:

City of Georgetown
P.O. Box 409
Georgetown, TX 78627
Attention: City Manager, Library Director
David.Morgan@Georgetown.org

If to Friends Group, to:

Friends of the Georgetown Public Library

402 W. 8th Street
Georgetown, TX 78626
info@bodfolgeorgetown.org

All communications related to the routine operation of this MOU shall be with the Library.

6. **Term of MOU.**

   a. This Memorandum shall continue in effect for five years from the date of execution unless modified or terminated before that date. The Parties may agree to extend this Memorandum of Understanding for additional five-year periods on such terms and conditions as may be mutually agreeable.

   b. The Parties agree that this Memorandum of Understanding may be amended upon the written consent of the PARTIES during the term of the Memorandum of Understanding.

   c. Either Party may terminate this Agreement upon three months' advance written notice to the other Party.

   d. Should this Memorandum of Understanding be terminated for any reason, Friends shall promptly separate its activities from the Library and revise its governing documents appropriately.

7. **Miscellaneous.**

   a. **No Waiver.** The failure of either party to insist upon performance of any provision of this MOU shall not be construed as a waiver of the future performance of such provision or any other provision by the other party.

   b. **Reservation of Rights.** All rights, powers, privileges and authority of the parties hereto not restricted or affected by the express terms and provisions hereof are reserved by the parties and, from time to time, may be exercised and enforced by the parties.

   c. **Parties in Interest.** This MOU shall be for the sole and exclusive benefit of the parties hereto and shall not be construed to confer any rights upon any third parties.

   d. **Successors.** The terms and conditions of this MOU shall inure to the benefit of the successor of authorized representatives of the parties. This MOU shall not be assigned to any other parties.

   e. **Entire Agreement.** This MOU embodies the entire understanding between the parties and there are no representations, warranties or agreements between the parties covering the subject matter of this MOU.

f. **Captions.** The captions of each section of this MOU are inserted solely for convenience and shall never be given effect in construing the duties, obligations or liabilities of the parties hereto or any provisions hereof, or in ascertaining the intent of either party, with respect to the provisions hereof.

g. **Severability.** If any provision of this MOU or the application thereof to any person or circumstances is ever judicially declared invalid, such provision shall be deemed severed from this MOU and the remaining portions of this MOU shall remain in effect.

h. **Applicable Law.** This MOU shall be governed by and construed in accordance with the laws of the State of Texas.

i. **Dispute Resolution.** This MOU is to be performed entirely within Williamson County, Texas. Any claim or cause of action arising out of or related to this MOU must be brought in a court of appropriate jurisdiction in Williamson County, Texas.

[*Signature page follows*]

FRIENDS OF THE GEORGETOWN PUBLIC LIBRARY

Signature: Don Ballard

Name: Don Ballard

Title: President, Friends of the Georgetown Public Library

Date: 10-19-2026

CITY OF GEORGETOWN

Signature: _____

Name: Josh Schroeder

Title: Mayor

Date: _____

ATTEST:

_____
Robyn Densmore
City Secretary

APPROVED AS TO FORM:

_____
Skye Masson
City Attorney

City of Georgetown, Texas
City Council
October 27, 2026

SUBJECT:
Consultation Agreement with Breakaway Public Relations and Georgetown Convention and Visitors Bureau

SUGGESTED ACTION:
Consideration and possible action to approve a Consultation Agreement with Breakaway Public Relations for public relations services for an initial one-year term for a not to exceed amount of $60,000, for the City of Georgetown Convention and Visitors Bureau and to authorize the City Manager to execute up to four additional one-year renewals for a total not-to-exceed amount of $300,000.00 -- Kim Mcauliffe, Downtown & Tourism Director

ITEM SUMMARY:
The proposed Consulting Agreement with Breakaway Public Relations will provide professional public relations services to support the City of Georgetown Convention and Visitors Bureau's tourism marketing efforts and increase awareness of Georgetown as a destination for conventions, meetings, sports tournaments, group tours, leisure travel, and day-trip visitation. The services will focus on generating earned media coverage, promoting Georgetown's events and attractions, strengthening the City's tourism brand, and encouraging both first-time and repeat visitation.

The scope of services includes developing a media strategy and annual editorial calendar; preparing and distributing press releases, media pitches, calendar listings, and other editorial content; conducting media outreach to travel, tourism, and lifestyle publications; promoting Georgetown's festivals, historic preservation, arts and culture, outdoor recreation, dining, and hospitality offerings; coordinating with media representatives and content creators; and identifying opportunities to highlight Georgetown in regional and national publications. The agreement establishes a target of generating 5–10 unpaid feature articles per month, along with ongoing media outreach, tracking, and follow-up.

Deliverables will include monthly activity and media coverage reports documenting placements and available audience reach, estimated coverage views, social shares, and domain authority; quarterly reviews and updates to media outreach priorities; ongoing media and influencer list maintenance; and a year-end report summarizing public relations activities and results.

The proposed agreement has a total compensation cap of $300,000.00, including expenses. Breakaway Public Relations' proposal identifies a monthly retainer of $5,000.00, or $60,000.00 annually. The initial term is one year from the date of City approval, with the option to renew for up to four additional one-year terms by mutual written agreement, for a maximum contract term of five years.

FINANCIAL IMPACT:
$300,000.00

SUBMITTED BY:
Shelly Sommerfeld, Economic Development plus

ATTACHMENTS:
26-0394-CC Breakaway Public Relations .pdf

CONSULTATION AGREEMENT WITH THE CITY OF GEORGETOWN

This Consultation Agreement (the "Agreement") is entered into and made effective on the ___ day of October 2026, by and between Breakaway Public Relations ("Consultant") and the City of Georgetown, Texas ("City").

1. **Scope of Services.** Consultant agrees to provide such services as further described in **Exhibit A**, which is attached and incorporated herein. Any request by the Consultant for an increase in the Scope of Services and an increase in the amount listed in paragraph four of this Agreement shall be made and approved by the City prior to the Consultant providing such services, or the right to payment for such additional services shall be **waived.** If there is a dispute between the Consultant and the City respecting any service provided or to be provided hereunder by the Consultant, including a dispute as to whether such service is additional to the Scope of Services included in this Agreement, the Consultant agrees to continue providing on a timely basis all services to be provided by the Consultant hereunder, including any service as to which there is a dispute.

2. **Supplement Provisions**. Supplemental provisions applicable to this Agreement are included in **Exhibit B** and incorporated herein by reference.

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

4. **Total Compensation.** The total compensation paid by the City to the Consultant, including expenses, under this agreement shall not exceed $300,000.00. Payment schedule will be made in accordance with **Exhibit C**, which is attached and incorporated herein.

5. **Term.** The initial term of this Agreement is for one (1) year from the date of acceptance and approval by the City. Upon expiration of the initial term and upon mutual written agreement of both parties, the Agreement may be renewed for four (4) additional one- (1) year terms, for a total contract length of five (5) years. Any renewal will be under the same terms and conditions as the original Contract and must be in writing and executed by the parties.

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

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

8. **INDEMNITY. THE CONSULTANT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND**

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

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

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

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

12. **Payment Terms.** All payments will be processed in accordance with Texas Prompt Payment Act, Texas Government Code, Subtitle F, Chapter 2251. The City will pay Consultant within thirty days after of receipt of a correct invoice for services. The Consultant may charge a late fee (fee shall not be greater than that permitted under the Texas Prompt Payment Act) for payments not made in accordance with this prompt payment policy; however, the policy does not apply to payments made by the City in the

event: (a) there is a bona fide dispute between the City and Consultant concerning the goods, supplies, materials, equipment delivered, or the services performed, that causes the payment to be late; (b) the terms of a federal agreement, grant, regulation or statute prevents the City from making a timely payment with Federal funds; (c) there is a bona fide dispute between the Consultant and a subcontractor and its suppliers concerning goods, supplies, material or equipment delivered, or the services performed, which caused the payment to be late; or (d) the invoice is not mailed to the City in accordance with Agreement.

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

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

15. **Non-Appropriation**. This Agreement is a commitment of City's current revenues only. It is understand and agreed that the City shall have the right to terminate this Agreement at the end of any City fiscal year if the governing body of the city does not appropriate funds sufficient to purchase the services. The City may terminate for non-appropriation by giving the Consultant a written notice of termination at the end of its then current fiscal year.

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

Notice to the Consultant:

Breakaway Public Relations
ATTN; Lisa O'Neill
5000 Mission Oaks Blvd, #10,
Austin 78735
lisa@breakaway-pr.com

Notice to the City:

City of Georgetown
ATTN: City Manager
P.O. Box 409
Georgetown, Texas 78627
David.Morgan@georgetowntexas.gov

With a copy to:

City of Georgetown
ATTN: City Attorney
P.O. Box 409
Georgetown, Texas 78627
Skye.Masson@georgetowntexas.gov

17. **Independent Contractor.** The Agreement shall not be construed as creating an employer/employee relationship, a partnership or joint venture. The Consultant's services shall be those of an independent contractor. The Consultant agrees and understands that the Agreement does not grant any rights or privileges established for employees of the City. Consultant shall not be within protection or coverage of the City's Worker Compensation insurance, Health Insurance, Liability Insurance or any other insurance that the City, from time to time, may have in force.

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

19. **No Waiver.** The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach hereof.

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

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

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

23. **Confidential Information**. Each party agrees not to use, disclose, sell, license, publish, reproduce or otherwise make available the Confidential Information of the other party except and only to the extent necessary to perform under this Agreement or as required by the Texas Public Information Act or other applicable law. Confidential Information shall be designated and marked as such at the time of disclosure. Each party agrees to secure and protect the other party's Confidential Information in a manner consistent with the maintenance of the other party's confidential and proprietary rights in the information and to take appropriate action by instruction or agreement with its employees, consultants, or other agents who are permitted access to the other party's Confidential Information to satisfy its obligations under this Section. The provisions of this paragraph shall survive the term of the Agreement.

24. **Contractor Certification Regarding Boycotting Israel.** Pursuant to Chapter 2271, Texas Government Code, Contractor certifies that either (1) it is a sole proprietorship or company with fewer than ten (10) employees, or (2) it does not currently boycott Israel and will not boycott Israel during the term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

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

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

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

28. **Severability.** This Agreement is severable and if any one or more parts of it are found to be invalid, such invalidity shall not affect the remainder of this Agreement if it can be given effect without the invalid parts.

29. **Governing Law and Venue**. This Agreement shall be governed by the laws of the State of Texas. Venue shall be located in Williamson County, Texas.

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

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

32. **Entire Agreement.** This Agreement, with all exhibits, includes the entire agreement of the City and the Consultant and supersedes all prior and contemporaneous agreements between the parties, whether oral or written, relating to the subject of this agreement.

List of Exhibits

- **A.** Scope of Services
- **B.** Supplemental Provisions
- **C.** Payment Schedule
- **D.** Insurance Requirements
- **E.** Certificates of Insurance

CITY OF GEORGETOWN	**CONSULTANT**
By: _____	By: _____
Name: Josh Schroeder, Mayor	Name, Title: _____
Date: _____	Date: _____

ATTEST:_____

Robyn Densmore, City Secretary

APPROVED AS TO FORM:

_____

Skye Masson, City Attorney

Exhibit A

Scope of Services

A.- PURPOSE

Georgetown continues to rank among the fastest-growing cities in the United States for communities over 50,000 in population. As of 2026, the City's population has surpassed 100,000 residents within the city limits, with tens of thousands more living in the surrounding extraterritorial jurisdiction.

The City attracts visitors from across Texas and the nation who come to experience its rich history, vibrant culture, and unique attractions. The Georgetown Convention and Visitors Bureau (CVB) is focused on positioning Georgetown as a premier destination for unique experiences — a key priority of the Georgetown City Council. The CVB leads advertising, promotion, and sales efforts to market the City as an ideal location for conventions, meetings, sports tournaments, group tours, leisure travel, and day-trip visitation

B.- OBJECTIVE

1. Develop a media strategy.
2. Develop and distribute written materials (e.g. press releases, editorials) to media (print and on-line) to generate five to ten unpaid feature articles in travel, tourism and lifestyle publications or websites per month Publicity can be related to City events, promotions and destination activities and amenities.
3. Leverage the local attractions, annual festivals, historic preservation, and arts/culture scene to build the City's reputation among leisure and business visitors as vibrant, mid-sized town rich in natural beauty, historical preservation, public art and a destination for distinctive experiences.
4. Publicity can be related to City events, promotions and destination activities and amenities.
5. Feature articles should appear in publications such as Texas Monthly, Texas Highways, Southern Living, D Magazine, Houstonia, San Antonio Magazine and other travel, tourism, and lifestyle magazines and online publications to be defined by common agreement;
6. Follow up on outreach efforts and track unpaid media coverage received;
7. Provide monthly status reports, including estimated number of impressions and media value.
8. Work with the City to identify target markets and create an annual calendar filled with seasonal news and story opportunities for a range of media/influencer target.
9. Update PR outreach plan and priorities quarterly.
10. Verify the budget for visiting media and influencers to ensure funds are best utilized over the course of an annual campaign.

11. Continue to generate awareness and interest among target audiences regarding the unique travel and tourism offerings of Georgetown, Texas.
12. Promote key brand messages to travel influencers from media to trade associations.
13. Stimulate first-time and repeat visits to the City.
14. Track all PR activity and report on results achieved, including media clips with audience reach, circulation, and social shares, when available.
15. Communicate regularly via email and will set up weekly or bi-weekly calls as needed during busier periods.
16. Produce all editorial content for releases, calendar listings, pitch letters, media kit materials, and similar items.
17. Provide weekly updates to the City's media and influencer lists, including new contacts, outreach activity, and influencer opportunities. Provide monthly reporting on audience reach and influencer pricing, where applicable
18. Provide monthly reports outlining PR activities, upcoming priorities and a separate clip report filled with analytics such as Estimated Coverage Views, Social Shares and Domain Authority.
19. Provide an overall year-end report.

Exhibit B

Supplemental Provisions

Exhibit C

Payment Terms

Consultant must submit ***monthly*** invoices to the City, accompanied by an explanation of charges, professional fees, services, and expenses. The City will pay such invoices according to its normal payment procedures and pursuant to this Agreement.

Exhibit D

Insurance Requirements

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

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

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

III. General Requirements Applicable to All Policies.

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

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

V. **Commercial General Liability** requirements:

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

VI. **Business Automobile Liability** requirements:

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

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

A. Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, *all* employees of the Consultant, the Consultant, *all* employees of any and all subconsultants, and all other persons providing services on the Project must be covered by a workers compensation insurance policy, either directly through their employer's policy (the Consultant's, or subconsultant's policy) or through an executed coverage agreement on an approved DWC form. Accordingly, if a subconsultant does not have his or

her own policy and a coverage agreement is used, Consultants and subconsultants *must* use that portion of the form whereby the hiring Consultant agrees to provide coverage to the employees of the subconsultant. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent Consultant may not be used.

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

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

VIII. **Professional Liability** requirements:

A. Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current A. M. Best Key Rating Guide.
B. Minimum of $1,000,000 per occurrence and $2,000,000 aggregate, with a maximum deductible of $100,000.00. Financial statements shall be furnished to the City upon request.
C. For "claims made" policies, the availability of a 24-month extended reporting period is necessary. The retroactive date shall be shown on the certificate of liability insurance.

Exhibit E

Certificate of Insurance

City of Georgetown, Texas
City Council
October 27, 2026

SUBJECT:
PerfectMind Contract Renewal

SUGGESTED ACTION:
Consideration and possible action to approve a two (2) year extension with PerfectMind Inc. for parks and recreation management software in an amount not to exceed $102,408.80 -- Eric Nuner, Parks and Recreation Director

ITEM SUMMARY:
Parks and Recreation entered a five (5) year agreement with PerfectMind to provide Parks and Recreation management software after City Council approval on June 22, 2021. This agreement allows for a two (2) year renewal. The existing agreement expired on September 30th, 2026.

The software has proven to be an asset to the department as it provides recreation program registration, membership sales, point of sale, facility management, financial system integration, online customer access, integration with the City's website and reporting. In addition, the software has GIS capabilities, 24/7 customer service support, PCI compliance, dashboard reporting, digital signatures, and the ability to store online documents like registration forms.

The software will also include a companion mobile application to provide participants with many of the capabilities of the web-based software.

FINANCIAL IMPACT:

Funds are budgeted in Fund 570, Cost Center 0652, Spend Category Software Maintenance Subscriptions and Support Services.

SUBMITTED BY:
Amy Castillo, Parks and Recreation

ATTACHMENTS:
16-0005-SC-R1_Perfect Mind_automatic renewal agreement_clean [vendor signed].pdf
PerfectMind fully executed 2021 expires 09-30-2026.pdf

Docusign Envelope ID: AA89E141-EF6F-80DD-80D9-F1B27879F267

RENEWAL OF THE AGREEMENT FOR PARKS AND RECREATION MANAGEMENT SOFTWARE SYSTEM BETWEEN THE CITY OF GEORGETOWN AND PERFECTMIND, INC.

This Renewal of Platform as a Service & Professional Services Agreement ("Renewal") is effective as of the date of execution by the City (the "Effective Date") and is entered into by and between the City of Georgetown, Texas (the "City") and PerfectMIND Inc. ("PerfectMind"). The City and PerfectMind may each be referred to herein as a "Party" and collectively as the "Parties."

WHEREAS, the City and PerfectMind entered into that certain Platform as a Service & Professional Services Agreement dated September 13, 2016 (the "Original Agreement") relating to the City's use of PerfectMind's software-as-a-service platform (the "Platform"); and

WHEREAS, the Parties entered into a Contract Extension Agreement dated February 24, 2021 (the "2021 Extension Agreement"), which extended the term of the Original Agreement through September 30, 2026, and provided for an automatic renewal for one successive two-year period unless either Party provided timely notice of non-renewal (the "Additional Term"); and

WHEREAS, on March 30, 2026, the Parties amended the Original Agreement to add a white-labeled mobile application developed by PerfectMind that allows the City's customers and end users to interact with the Platform to book classes, manage profiles, and perform similar functions (the "App"); and

WHEREAS, the Parties desire to acknowledge the automatic renewal of the Original Agreement for the Additional Term pursuant to the 2021 Extension Agreement and establish the applicable pricing for the Additional Term.

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

1. The Parties agree that pursuant to the 2021 Extension Agreement, the Original Agreement shall automatically renew for the Additional Term commencing October 1, 2026, and continuing through September 30, 2028.

2. The Parties agree that during the Additional Term, the City shall pay the fees set forth in Exhibit A, attached hereto and incorporated herein by reference.

3. Except as expressly provided in this Renewal, the Original Agreement, as previously amended and extended, shall remain unchanged and in full force and effect. Except as expressly modified by this Renewal, the Original Agreement remains unchanged and in full force and effect, subject to its terms.

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4. For the avoidance of doubt, the App remains subject to the same term as the Original Agreement and does not have a separate or independent term and the five-year Mobile App pricing schedule included in the March 30, 2026, amendment is superseded in its entirety.

5. In the event of a conflict between this Renewal and the Original Agreement, as previously amended or extended, this Renewal shall control solely with respect to the subject matter addressed herein.

6. This Renewal is effective upon the date of signature by the City.

7. This Renewal may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[signature page follows]

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CITY OF GEORGETOWN

By: _____

Name: Josh Schroeder, Mayor

Date: _____

PERFECTMIND, INC.

By: Signed by: 4C48B21323D74DA...

Name, Title: Patrick Hayden President

Date: October 6, 2026

ATTEST:

_____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

_____
Skye Masson, City Attorney

Docusign Envelope ID: AA89E141-EF6F-80DD-80D9-F1B27879F267

EXHIBIT A
Additional Term Pricing Schedule

PerfectMind Inc. Subscription

Year	Dates	Fees
Year Eleven	(Oct 1, 2026 – Sept 30, 2027)	**$44,204.40**
Year Twelve	(Oct 1, 2027 – Sept 30, 2028)	**$44,204.40**

Mobile App Subscription

Year	Dates	Fees
Year Two	(Oct 1, 2026 – Sept 30, 2027)	**$7,000.00**
Year Three	(Oct 1, 2027 – Sept 30, 2028)	**$7,000.00**

All fees are exclusive of applicable taxes.

CONTRACT EXTENSION AGREEMENT

Dated the 24 day of February, 2021

B E T W E E N :

PERFECTMIND INC.
("PerfectMind")

– and –

CITY OF GEORGETOWN
(the "Customer")

WHEREAS:

A. The Customer and PerfectMind entered into an agreement dated September 13, 2016 (the "Original Agreement") for the provision of PerfectMind Software as a Service;

B. The parties hereby agree to extend the term of the Original Agreement in accordance with the terms set out herein.

NOW THEREFORE, in consideration of the mutual covenants contained in this Extension Agreement and other consideration (the receipt and sufficiency of which are acknowledged), the parties agree as follows:

1. Definitions

1.1. Any capitalized term not expressly defined in this Extension Agreement shall have the meaning ascribed to it in the Original Agreement.

2. Extension

The Original Agreement will expire on September 30, 2021 ("Original Term"). Except to the extent otherwise provided in this Extension Agreement, the Original Agreement will be extended on the same terms and conditions for an additional five (5) year period (such period, the "Extended Term" and together with the Original Term, the "Term"), which will begin immediately on the expiry of the Original Term. At the expiration of the Extended Term, the Term will be automatically renewed for another successive two year period (an "Additional Term") unless a party provides written notice to the other party of the first party's intention not to renew, at least thirty days before the expiry of the then-current Term.

3. Fees

The Platform use fee during the Extended Term will be as set out in the payment schedule attached hereto in Exhibit A, payable by Customer in advance at the beginning of each 12 month period. The Platform use fee payable by Customer during any Additional Term will be the same as the fees for the last year during the prior term unless PerfectMind has given

Customer written notice of a pricing change at least 90 days before the end of such prior term, in which case the new fee will be effective upon renewal and thereafter.

4. Conflict

The provision of this Extension Agreement shall form part of the Original Agreement. Except to the extent otherwise amended in this Extension Agreement, all other terms and conditions of the Original Agreement shall remain the same, provided that in the event of a conflict between the provisions of this Extension Agreement and those of the balance of the Original Agreement, the terms and provisions of this Extension Agreement shall supersede those provisions of the balance of the Original Agreement with which they conflict.

TO WITNESS THEIR AGREEMENT, the parties have duly executed this Extension Agreement as of the date first above written.

PERFECTMIND INC.		**CITY OF GEORGETOWN**	
By:		**By:**	
Name:	Nima Jazbi	**Name:**	Josh Schroeder
Title:	VP of Operations	**Title:**	Mayor

EXHIBIT A

Extended Term

Year Six (October 1, 2021 to September 30, 2022): $36,837
Year Seven (October 1, 2022 to September 30, 2023): $36,837
Year Eight (October 1, 2023 to September 30, 2024): $36,837
Year Nine (October 1, 2024 to September 30, 2025): $36,837
Year Ten (October 1, 2025 to September 30, 2026): $36,837

City of Georgetown, Texas
City Council
October 27, 2026

SUBJECT:
Garden Club Fee Waiver for Community Center Rental

SUGGESTED ACTION:
Consideration and possible action to approve a request from the Georgetown Garden Club to waive the rental fee for the Community Center with regard to the Arbor Day Celebration and Flower Show in the Community Center and Sunken Garden on November 9 and 10, 2026 -- Shannon Biddle, Executive Assistant to the City Manager

ITEM SUMMARY:
The Georgetown Garden Club maintains the park grounds in front of the Community Center, as well as the Sunken Garden in San Gabriel Park. The Garden Club also donates trees every year to the Parks Department. The Georgetown Garden Club is requesting that the rental fee for the Community Center be waived for its annual Arbor Day Celebration and Flower Show, which is attended by residents free of charge. The fee is estimated at $2000.00, plus a refundable $1000.00 deposit against damages. The event will be held on November 10, 2026. Set up for the event will be on November 9, 2026. The Garden Club has the Community Center reserved for two days, one for set up and one for the event. The City Council is being asked to consider approving this year's fee exemption request, having historically waived the rental fees for this event.

FINANCIAL IMPACT:

SUBMITTED BY:
Shannon Biddle, City Manager's Office

ATTACHMENTS:
Garden Club - Community Center fee waiver letter.pdf
RES 092424-5.D - Permit Fee Exemptions for City Sponsored Events.pdf

Georgetown Garden Club

2916 Addie Lane
Georgetown, TX 78628
512-863-3785

May 13, 2026

Mr. David Morgan
City Manager
City of Georgetown
P.O. Box 409
Georgetown, TX 78627

Dear Mr. Morgan,

The Georgetown Garden Club will be celebrating Arbor Day on November 9 and 10, along with a Flower Show at the Community Center. We are asking for your approval to waive the fee for the use of the Community Center.

The Georgetown Garden Club serves the community by:

- Assisting the City in maintaining the park grounds in front of the Community Center.
- Landscaping and maintaining the Sunken Garden which is available to and used extensively by residents who do pay fees to the Parks Department for its use.
- Conducting an annual Arbor Day ceremony and Flower Show which are attended by residents free of charge.

Your consideration in this matter is greatly appreciated.

Sincerely,

Virginia Pargmann

Virginia Pargmann
Facilities Coordinator
Georgetown Garden Club
robparg@aol.com

RESOLUTION NO. 092424-5.D

AN RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, ADOPTING AND UPDATING THE CITY'S POLICY FOR EXEMPTING FEES FOR CITY-SPONSORED EVENTS; REPEALING CONFLICTING RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, on August 10, 2023 the City Council of the City of Georgetown reviewed the City's current policy of waiving fees for special events sponsored by the City of Georgetown;

WHEREAS, the City Council wishes to update the City's written policy for exempting certain fees for special events sponsored by the City of Georgetown; and

WHEREAS, it is the policy of this Council and the City of Georgetown to establish a systematic, fair, and consistent procedure for permit fee exemptions for special events sponsored by the City of Georgetown, as set out herein.

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

Section 1. The meeting at which this resolution was approved was conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 2. The facts and recitations contained in the preamble of this resolution are hereby found and declared to be true and correct and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim.

Section 3. The City's policy for identifying and exempting certain fees for City-sponsored events attached hereto as Exhibit A is hereby adopted.

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

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

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

PASSED AND APPROVED on the 24th of September, 2024.

ATTEST:

Robyn Densmore

Robyn Densmore, City Secretary

THE CITY OF GEORGETOWN:

Josh Schroeder, Mayor

APPROVED AS TO FORM:

Andrew Culpepper

~~Skye Masson~~, City Attorney

Andrew Culpepper, Asst.

Resolution Number: 092424-5.D
Subject: City Sponsored Event Fees
Date Approved: 09/24/2024

CITY OF GEORGETOWN
POLICY FOR EXEMPTING FEES FOR
SPECIAL EVENTS SPONSORED BY THE
CITY OF GEORGETOWN

I. PURPOSE AND INTENT

The purpose and intent of this policy is to establish a systematic, fair, and consistent policy and process for waiving certain fees for special events sponsored by the City of Georgetown.

II. OBJECTIVES

The policy of the City of Georgetown is to waive certain fees for City-sponsored special events.

III. CRITERIA

A. City-sponsored special events eligibility.

A special event is eligible for consideration as a City-sponsored special event if the special event meets at least two (2) or more of the following criteria:

- Attracts tourists and visitors from outside the city.
- Utilizes City property, facilities, streets, parks, equipment, and personnel.
- Directly brings sales tax to the community.
- Contributes motel/hotel tax to the community by overnight stays.
- Encourages the promotion of the City's historical, natural, arts, or cultural assets.

B. City-sponsored special events previously approved by the City Council include:

- The Sertoma 4th of July Celebration
- The Christmas Stroll
- Field of Honor
- Juneteenth
- Fiesta Georgetown
- The Garden Club's Arbor Day Celebration and Flower Show

IV. FEES WAIVED.

City-sponsored special events are not exempt from obtaining a special event permit. The City-sponsored special event sponsors are required to obtain a Special Event Permit in order to coordinate the usage of facilities and/or other resources.

City-sponsored special events will have the permitting processing fees waived.

V. CITY-SPONSORED SPECIAL EVENTS APPROVAL.

All City-sponsored special events shall be approved by the City Council to be designated as such.

City of Georgetown, Texas
City Council
October 27, 2026

SUBJECT:
Tree Pruning and Removal Contract with Legacy Arbor Care for City Facilities and Parks

SUGGESTED ACTION:
Consideration and possible action to award a contract to Legacy Arbor Care for tree pruning and removal services for an initial one-year term in an amount of $ 250,000.00 and to authorize the City Manager to execute up to four additional one-year renewals for a total not-to-exceed amount of $1,250,000.00 -- Eric Nuner, Parks and Recreation Director

ITEM SUMMARY:
Parks and Recreation publicly advertised a bid for tree pruning and removal services in August 2026. The Invitation to Bid provided for the selection of multiple contractors based on the best value to the City, in accordance with the evaluation criteria outlined in the bid documents. Competitive sealed bids were opened on August 18, 2026, and Legacy Arbor Care is recommended as an approved vendor based on the established best value criteria.

The contract will provide tree pruning and removal services for hazardous trees and limbs at City facilities and parks. Additional services include insect and disease treatments, soil aeration, root excavation, deep root fertilization, air spading, and arborist consultations. Legacy Arbor Care is a certified arborist through the International Society of Arboriculture (ISA).

The prior contract term was for three years, with two optional one-year renewals. The current contract will provide flexibility in addressing routine maintenance, larger projects, and emergency situations. The current contract term will be for one year, with four optional one-year renewals.

FINANCIAL IMPACT:
$500,000 is budgeted annually in 228, CC0211, Tree and Shrub Removal Services

SUBMITTED BY:
Amy Castillo, Parks and Recreation

ATTACHMENTS:
26-0392 Legacy Arbor.pdf

GENERAL SERVICE AGREEMENT WITH
THE CITY OF GEORGETOWN, TEXAS

This General Service Agreement is entered into and made effective on the 5th day of October, 2026 by and between the **City of Georgetown**, a Texas home-rule municipal corporation (the "City"), and **Legacy Arbor Care** (the "Contractor"), for the following work: **As-Needed Tree Pruning and Removal Services**, as described in the Scope of Services, attached as **Exhibit A.**

1. **Total Compensation.** In consideration for the services performed in the Scope of Services and Contractor's completion of work in conformity with this Agreement, the City shall pay the Contractor an amount not to exceed **TWO HUNDREND AND FIFTY THOUSAND DOLLARS AND NO CENTS (\$250,000.00)** during the initial term. Total compensation under this Agreement, including any renewal terms, shall not exceed **ONE MILLION TWO HUNDREND AND FIFTY THOUSAND DOLLARS AND NO CENTS (\$1,250,000.00)**. Payment will be made in accordance with **Exhibit C**, which is attached and incorporated herein.

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

3. **Supplement Provisions**. Supplemental provisions applicable to this Agreement are included in **Exhibit B** and incorporated herein by reference.

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

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

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

7. **Non-Appropriation**. This Agreement is a commitment of City's current revenues only. The City shall have the right to terminate this Agreement at the end of any City fiscal year if the governing body of the city does not appropriate funds sufficient to purchase the services. The City may terminate for non-appropriation by giving the Contractor a written notice of termination at the end of its then current fiscal year.

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

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

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

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

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

13. **RELEASE. THE CONTRACTOR ASSUMES FULL RESPONSIBILITY FOR THE WORK TO BE PERFORMED HEREUNDER AND HEREBY RELEASES, RELINQUISHES, AND DISCHARGES THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES FROM ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, INCLUDING THE COST OF DEFENSE THEREOF, FOR ANY INJURY TO OR DEATH OF ANY PERSON AND ANY LOSS OF OR DAMAGE TO ANY PROPERTY THAT IS CAUSED BY, ALLEGED TO BE CAUSED BY, ARISING OUT OF, OR IN CONNECTION WITH THE WORK TO BE PERFORMED HEREUNDER BY CONTRACTOR, ITS AGENTS, REPRESENTATIVES, VOLUNTEERS, EMPLOYEES, OR SUBCONTRACTORS. THIS**

RELEASE SHALL APPLY REGARDLESS OF WHETHER SAID CLAIMS, DEMANDS, AND CAUSES OF ACTION ARE COVERED IN WHOLE OR IN PART BY INSURANCE AND REGARDLESS OF WHETHER SUCH INJURY, DEATH, LOSS, OR DAMAGE WAS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE CITY, ANY OTHER PARTY RELEASED HEREUNDER, THE CONTRACTOR, OR ANY THIRD PARTY.

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

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

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

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

18. **Taxes**. The City is exempt from payment of state and local sales and use taxes on labor and materials incorporated into the project. If necessary, it is the Contractor's responsibility to obtain a sales tax permit, resale certificate, and exemption certificate that shall enable the Contractor to buy any materials to be incorporated into the project and then resell the aforementioned materials to the City without paying the tax on the materials at the time of purchase.

19. **Confidential Information**. Each party agrees not to use, disclose, sell, license, publish, reproduce or otherwise make available the information of the other party ("Confidential Information") except and only to the extent necessary to perform under this Agreement or as required by the Texas Public Information Act or other applicable law. Parties shall endeavor to designate Confidential Information as such at the time of disclosure. Each party agrees to secure and protect the other party's Confidential Information in a manner consistent with the maintenance of the other party's confidential and proprietary rights in the information and to take appropriate action by instruction or agreement with its employees, consultants, or other agents who are permitted access to the other party's Confidential Information to satisfy its obligations under this Section. This paragraph shall survive the term of the Agreement.

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

Notice to the Contractor:

Legacy Arbor Care
ATTN: Brent Frazier
P.O. Box 998
Cedar Park, Texas 78630
office@legacyarbor.com

Notice to the City:

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

With a copy to:

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

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

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

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

24. Right to Audit. The Contractor agrees that the representatives of the City shall have access to, and the rights to audit, examine, or reproduce, any and all Contractor records related to the performance under this Agreement. The Contractor shall retain all such records for a period of four (4) years after final

payment on this Agreement or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer.

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

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

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

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

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

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

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

32. **Severability.** This Agreement is severable and if any one or more parts of it are found to be invalid, such invalidity shall not affect the remainder of this Agreement if it can be given effect without the invalid parts.

33. **Survivability**. Subject to the limitations and other provisions of this Agreement: (a) the representations and warranties of the Parties contained herein will survive the expiration or earlier termination of this Agreement for a period of twenty-four (24) months after such expiration or termination and (b) the Indemnity and Release of Contractor sections of this Agreement, as well as any other provision that, in order to give proper effect to its intent, should survive such expiration or termination, will survive the expiration or earlier termination of this Agreement for a period of twenty-four (24) months after such expiration or termination.

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

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

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

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

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

39. **Exhibits.** All exhibits to this Agreement are incorporated and made part of this Agreement for all purposes.

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

List of Exhibits

A. Scope of Services
B. Supplemental Provisions
C. Payment Schedule
D. Insurance Requirements
E. Certificates of Insurance

[*signatures on the following page*]

CITY OF GEORGETOWN

By: _____

Name: Josh Schroeder, Mayor

Date: _____

CONTRACTOR

By: Brent Frazier

Name, Title: Brent Frazier/ Owner

Date: October 5, 2026

ATTEST:

_____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

_____
Skye Masson, City Attorney

EXHIBIT A

SCOPE OF SERVICES

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

A. PURPOSE

The purpose of this solicitation is to provide tree pruning and removal services city-wide on an as needed basis. All services shall be provided in accordance with the terms and conditions of the final contract. The City intends to award multiple vendors based on the Best Value for the City following evaluation criteria contained in this solicitation. The City may contact any of the awarded vendors to request a quote by project.

B. BACKGROUND

A service contract for tree pruning and removal services is needed to provide tree pruning, removing of dead limbs, removing dead trees and hazardous tree removal adjacent to homes, roadways, medians, parks, sidewalks and other structures designated by the City. Additional services that may be ordered from this agreement include: Fertilization, stump grinding, insect and disease treatment for trees, soil aeration, root excavation, deep root fertilization, air spading and arborist consulting services.

The City reserves the right to remove any of these services or to add any other related service.

C. TASKS/REQUIREMENTS

The City will order tree pruning and removal services as needed. Services shall be provided by the Contractor following standards below:

1. Service Order Requirements

1.1 The City will notify the Contractor of service requirements in advance by email or phone. The Contractor shall confirm receipt of work order within 24 hours of notification. If emergency the Contractor shall respond to the order request within 2 hours of notification.

1.2 The Contractor shall coordinate the work with the City's Urban Forester arrange to walk the site in advance.

1.3 The list of trees, diameter, and work needed will be provided by the City in advance. Unauthorized tree work is not allowed under the terms of this contract.

1.4 The Contractor shall provide a quote / estimate of work to be done and shall not proceed with work until written City authorization is received.

1.5 Regular Business Hours shall be Monday-Friday 8:00 AM – 5:00 PM (except City Holidays). All work is to be performed during regular business hours unless authorized in advance by the City.

1.6 **Emergency Services may be required. In the event of an emergency, trees damaged by storms or other unplanned events the Contractor may be requested to perform emergency tree services as directed by the City's Urban Forester. During periods of state or federal emergencies, emergency rates may be imposed only as long as the state or federal government declares the area in a state of emergency.**

1.7 Each contractor work crew shall be comprised of two (2) or three (3) trained staff and under the direction of a certified arborist.

2. Tree Work Requirements

2.1 All pruning work shall be done per ANSI A300 Standards for Tree Care Operations-Tree Shrub, and Other Woody Plant Maintenance-Standard Practices

2.2 All fast-growing invasive species removed shall be treated with a growth retardant / herbicide immediately after removal, including ligustrum, Chinaberry, Chinese tallow, and hackberry.

2.3 All pruning work shall comply with city ordinances regarding heritage trees and right of way permits.

2.4 Crown cleaning. Includes the removal of dead, dying, diseased, weakly attached or low-vigor branches as well as some water sprouts from tree's crown.

2.5 Minimum size of branches to be removed will be 1- inch in diameter.

2.6 Tree work, removal shall be done per City's Urban Forester or designee. The contractor is responsible for securing any permits needed to perform work.

2.7 All pruning cuts on all oak trees shall be painted immediately with pruning paint for oak wilt prevention.

2.8 All pruning tools used for pruning oak trees shall be sterilized before and between pruning on individual oak trees for oak wilt prevention.

2.9 All pruning work shall be directly supervised by a Certified Arborist provided by the contractor.

2.10 The Contractor shall be responsible for damage to trees during work. The Contractor shall replace damaged trees at the appraisal value as determined by the City's Urban Forester.

2.11 The quality of work shall be subject to the inspection and acceptance of the City's Urban Forester or her designee, in accordance with the provisions of Section C of the Special Terms and Conditions attached to the Solicitation.

3. Worksite Safety and Cleanup

3.1 While performing tree work the Contractor shall take all appropriate safety precautions including the placement of safety cones and other barriers as needed to secure the work area.

3.2 In locations where ordinary felling operations might cause damage to the property, the trees shall be suitably dismembered and felled using recognized forestry rigging practices as stated in the latest ANSI and OSHA work-site safety regulations.

3.3 The Contractor shall be responsible for removing all tree limbs and debris from the work area. All tree limbs and debris shall be disposed of in an appropriate manner approved by the City's Urban Forester. The work site shall be left in a clean, safe condition. Cost of damage caused by the Contractor to any property serviced under the agreement shall be the sole responsibility of the Contractor.

4. Other Services

4.1 Other services may be required under this agreement and shall be quoted separately upon request from the City.

4.2 Stump grinding. All stumps shall be sprayed with herbicide to help prevent regrowth. Texas Department of Agriculture (TDA) commercial pesticide applicator license required for spraying. The Contactor shall be responsible for locating all underground utilities such as electrical water, gas and cable before starting work.

4.3 Tree insect and disease treatment including but are not limited to: Caterpillars, Mildew, Aphids, Pecan Web Worms. All chemicals and treatment methods to be approved by the City's Urban Forester in advance. TDA certification required. No subcontracting allowed.

4.4 Soil aeration, root excavation, deep root fertilization and air spading services shall be provided upon request by City's Urban Forester.

4.5 Certified Arborist consulting services shall be available on a as needed basis.

EXHIBIT B
SUPPLEMENTAL PROVISIONS

GENERAL TERMS AND CONDITIONS:

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

B. **COMMUNICATION:** To ensure the proper and fair evaluation of this Proposal, the City prohibits communication initiated by the Respondent to a City Official or Employee evaluating or considering the Proposals prior to the time an award has been made. *Ex parte* communication may be grounds for disqualifying the offending Respondent from this or any future solicitation.

C. **CONFLICT OF INTEREST DISCLOSURE:** Chapter 176 of the Texas Local Government Code requires that any Respondent considering doing business with the City file a completed conflict of interest form questionnaire if the Respondent has a business relationship with the City and: (1) has a business relationship with an officer of the City, or a family member of the officer, described by Section 176.003(a)(2)(A); (2) has given a City officer, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or (3) has a family relationship with a City officer. The Conflict of Interest Questionnaire form is available from the Texas Ethics Commission ("TEC") 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 Offeror.

D. **DISCLOSURE OF INTERESTED PARTIES:** Contracting hereunder may require compliance with Texas Government Code §2252.908/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) have a value of at least $1 million. The law provides that a governmental entity may not enter 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 Section 2252.908 Texas Government Code, "at the time the business entity submits the signed contract" to the City.
3. The City, in turn, will acknowledge a copy of the disclosure form to the TEC not later than the 30th day after the date the City receives the disclosure of interested parties from the business entity.

E. PUBLIC INFORMATION ACT: In accordance with the Texas Public Information Act, all Proposals remain confidential until award. After an award is made pursuant to this RFP, all Proposals are subject to release as public information unless the Proposal or specific parts of the Proposal can be shown to be exempt from the Texas Public Information Act. The City assumes no obligation or responsibility for asserting legal arguments on behalf of potential Respondents. If a Respondent believes that a Proposal or parts of a Proposal are confidential, then the Respondent shall stamp "CONFIDENTIAL" in bold red letters on each part of the Proposal the Respondent believes to be confidential. All Proposals and parts of Proposals that are not marked as confidential will be automatically considered public information.

F. NO REIMBURSEMENTS: There is no expressed or implied obligation for the City of Georgetown to reimburse Respondents for any expenses incurred in preparing Proposals in response to this Request for Proposals and the City will not reimburse responding Respondents 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.

G. CHANGE ORDERS AND AMENDMENTS: The contract shall be subject to change, amendment, or modification only by the mutual written consent of the parties.

H. CHOICE OF LAW AND VENUE: The contract shall be construed and interpreted in accordance with the applicable laws of the State of Texas and City of Georgetown. Venue for any dispute in any way to this contract shall lie exclusively in Williamson County, Texas.

I. COMPLIANCE WITH CERTAIN STATE LAW REQUIREMENTS:

1. Anti-Boycott of Israel. Respondent certifies that Respondent is not currently engaged in and agrees for the duration of this Agreement not to engage in, the boycott of Israel as defined by Section 808.001 of the Texas Government Code.
2. Anti-Boycott of Energy Companies. Respondent certifies that Respondent is not currently engaged in and agrees for the duration of this Agreement not to engage in, the boycott of energy companies as defined by Section 809.001 of the Texas Government Code.
3. Anti-Boycott of Firearm Entities or Firearm Trade Associations. Respondent certifies that Respondent does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or will not

discriminate against a firearm entity or firearm trade association for the duration of this Agreement, as defined by Section 2274.001 of the Texas Government Code.

4. Certification of No Business with Foreign Terrorist Organizations. For purposes of Section 2252.152 of the Texas Government Code, Respondent certifies that, at the time of this Purchase Order neither Respondent nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Respondent, is a company listed by the Texas Comptroller of Public Accounts under Sections 2252.153 or 2270.0201 of the Texas Government Code as a company known to have contracts with or provide supplies to a foreign terrorist organization.

J. FEDERAL FUNDS: In the event that this solicitation or contract utilizes federal funds, Respondent shall comply with all federal provisions and requirements as contained in the Proposal. There shall be no exceptions or modifications of the requirements. The resulting contract shall bind and benefit the respective parties and their legal successors, and shall not be assignable, in whole or in part, by the Respondent without first obtaining the written consent of the City.

K. PROTEST PROCEDURES:

1. Respondents are advised that protests of specifications, terms, conditions, or any other aspect of this solicitation, must be made prior to the proposal due date. Protest of specifications and solicitation terms and conditions made after the due date and time will not be considered by the City.

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:

i. The name, address, and telephone number of the protestor;
ii. The signature of the protestor or protestor's representative;
iii. The solicitation or contract number;
iv. A detailed statement of the legal and/or factual grounds of the protest; AND
v. The form of relief/result requested.

Protests shall be emailed or mailed to the Purchasing Department, P.O. Box 409, Georgetown, TX 78627, Attention: Veronica Ferriz at veronica.ferriz@georgetowntexas.gov.

EXHIBIT C

PAYMENT SCHEDULE

Compensation is based on ***actual*** hours of work/time devoted to providing the described services. The Consultant will be paid at the rates per service shown below. Unless amended by a duly authorized written change order, the total payment for all invoices shall not exceed the amount set forth in Section 1 of this Agreement ($250,000.00).

No.	Description	Unit	Unit Cost
1	Tree Pruning and Removal Services, including all labor, travel, equipment, supplies and disposal, 3-person crew under direct supervision of certified arborist - Regular Hours (M-F 8:00AM to 5:00PM)	Per Hour	$ 312.50
2	Tree Pruning and Removal Services, including all labor, travel, equipment, supplies and disposal, 3-person crew under direct supervision of certified arborist - Emergency/Afterhours	Per Hour	$ 362.50
3	Stump Grinding Services per hour	Per Hour	$ 105.00
4	Treatment of tree insects and diseases (includes labor and materials)	Per Hour	$ 165.00
5	Soil aeration, root excavation, deep root fertilization and air spading services (includes labor and materials)	Per Hour	$ 125.00
6	Arborist Consultation Services - By certified arborist	Per Hour	$ 150.00

The Consultant must submit ***monthly*** invoices to the City, accompanied by an explanation of charges. The City will pay such invoices according to its normal payment procedures.

EXHIBIT D

INSURANCE REQUIREMENTS

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

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

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

III. General Requirements Applicable to All Policies.

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

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

V. **Commercial General Liability** requirements:

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

VI. **Business Automobile Liability** requirements:

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

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

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

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

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

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

VIII. **Professional Liability** requirements:

A. Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current A. M. Best Key Rating Guide.
B. Minimum of $1,000,000 per occurrence and $2,000,000 aggregate, with a maximum deductible of $100,000.00. Financial statements shall be furnished to the City upon request.
C. For "claims made" policies, the availability of a 24-month extended reporting period is necessary. The retroactive date shall be shown on the certificate of liability insurance.

EXHIBIT E

CERTIFICATES OF INSURANCE

City of Georgetown, Texas
City Council
October 27, 2026

SUBJECT:
Tree Pruning and Removal Contract with Certified Arbor Care for City Facilities and Parks

SUGGESTED ACTION:
Consideration and possible action to award a contract to Certified Arbor Care for tree pruning and removal services for an initial one-year term in an amount of $ 250,000.00 and to authorize the City Manager to execute up to four additional one-year renewals for a total not-to-exceed amount of $1,250,000.00 -- Eric Nuner, Parks and Recreation Director

ITEM SUMMARY:
Parks and Recreation publicly advertised a bid for tree pruning and removal services in August 2026. The Invitation to Bid provided for the selection of multiple contractors based on the best value to the City, in accordance with the evaluation criteria outlined in the bid documents. Competitive sealed bids were opened on August 18, 2026, and Certified Arbor Care is recommended as an approved vendor based on the established best value criteria.

The contract will provide tree pruning and removal services for hazardous trees and limbs at City facilities and parks. Additional services include insect and disease treatments, soil aeration, root excavation, deep root fertilization, air spading, and arborist consultations. Certified Arbor Care is a certified arborist through the International Society of Arboriculture (ISA).

The contract will provide flexibility in addressing routine maintenance, larger projects, and emergency situations. The contract term will be for one year, with four optional one-year renewals.

FINANCIAL IMPACT:
$500,000 is budgeted annually in 228, CC0211, Tree and Shrub Removal Services

SUBMITTED BY:
Amy Castillo, Parks and Recreation

ATTACHMENTS:
27-0014-SC Certified Arbor care [Vendor Signature].pdf

GENERAL SERVICE AGREEMENT WITH THE CITY OF GEORGETOWN, TEXAS

This General Service Agreement is entered into and made effective on the _____ day of October, 2026 by and between the **City of Georgetown**, a Texas home-rule municipal corporation (the "City"), and **Certified Arbor Care, Inc** (the "Contractor"), for the following work: **As-Needed Tree Pruning and Removal Services**, as described in the Scope of Services, attached as **Exhibit A.**

1. **Total Compensation.** In consideration for the services performed in the Scope of Services and Contractor's completion of work in conformity with this Agreement, the City shall pay the Contractor an amount not to exceed **TWO HUNDREND AND FIFTY THOUSAND DOLLARS AND NO CENTS ($250,000.00)** during the initial term. Total compensation under this Agreement, including any renewal terms, shall not exceed **ONE MILLION TWO HUNDREND AND FIFTY THOUSAND DOLLARS AND NO CENTS ($1,250,000.00)**. Payment will be made in accordance with **Exhibit C**, which is attached and incorporated herein.

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

3. **Supplement Provisions**. Supplemental provisions applicable to this Agreement are included in **Exhibit B** and incorporated herein by reference.

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

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

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

7. **Non-Appropriation**. This Agreement is a commitment of City's current revenues only. The City shall have the right to terminate this Agreement at the end of any City fiscal year if the governing body of the city does not appropriate funds sufficient to purchase the services. The City may terminate for non-appropriation by giving the Contractor a written notice of termination at the end of its then current fiscal year.

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

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

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

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

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

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

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

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

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

17. **Ownership of Documents.** The City shall retain ownership of all associated work products and documentation obtained from or created by the Contractor pursuant to this

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

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

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

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

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

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

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

28. **Contractor Certification Regarding Boycotting Energy Companies.** Pursuant to Chapter 2276, Texas Government Code, Contractor certifies that either (1) Contractor is a sole proprietorship or company with fewer than ten (10) employees or (2) Contractor does not currently boycott energy companies and will not boycott energy companies during the Term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

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

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

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

32. **Severability.** This Agreement is severable and if any one or more parts of it are found to be invalid, such invalidity shall not affect the remainder of this Agreement if it can be given effect without the invalid parts.

33. **Survivability**. Subject to the limitations and other provisions of this Agreement: (a) the representations and warranties of the Parties contained herein will survive the expiration or earlier termination of this Agreement for a period of twenty-four (24) months after such expiration or termination and (b) the Indemnity and Release of Contractor sections of this Agreement, as well as any other provision that, in order to give proper effect to its intent, should survive such expiration or termination, will survive the expiration or earlier termination of this Agreement for a period of twenty-four (24) months after such expiration or termination.

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

35. **Dispute Resolution.** If either the Contractor or the City has a claim or dispute, the parties shall first attempt to resolve the matter through this dispute resolution process. The disputing party shall notify the other party in writing as soon as practicable after discovering the claim, dispute or breach. The notice shall state the nature of the dispute and list the party's specific reasons for such dispute. Within ten (10) business days of receipt of the notice, both parties shall make a good faith effort, in person or through generally accepted means, to resolve any claim, dispute, breach or other matter in question that may arise out of, or in connection with, this Agreement. If the parties fail to resolve the dispute within sixty (60) days of the date of receipt of the notice of the dispute, then the parties

may submit the matter to non-binding mediation upon written consent of authorized representatives of both parties. If the parties cannot resolve the dispute through mediation, then either party shall have the right to exercise any and all remedies available under law regarding the dispute. If there is a dispute between the Contractor and the City respecting any service provided or to be provided hereunder by the Contractor, the Contractor agrees to continue providing on a timely basis all services to be provided by the Contractor hereunder, including any service as to which there is a dispute.

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

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

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

39. **Exhibits.** All exhibits to this Agreement are incorporated and made part of this Agreement for all purposes.

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

List of Exhibits

A. Scope of Services
B. Supplemental Provisions
C. Payment Schedule
D. Insurance Requirements
E. Certificates of Insurance

[*signatures on the following page*]

CITY OF GEORGETOWN

By: _____

Name: Josh Schroeder, Mayor

Date: _____

CONTRACTOR

By: _____

Name, Title: Debbie Evans, CEO

Date: 10.19.22

ATTEST:

_____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

_____
Skye Masson, City Attorney

EXHIBIT A

SCOPE OF SERVICES

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

A. PURPOSE

The purpose of this solicitation is to provide tree pruning and removal services city-wide on an as needed basis. All services shall be provided in accordance with the terms and conditions of the final contract. The City intends to award multiple vendors based on the Best Value for the City following evaluation criteria contained in this solicitation. The City may contact any of the awarded vendors to request a quote by project.

B. BACKGROUND

A service contract for tree pruning and removal services is needed to provide tree pruning, removing of dead limbs, removing dead trees and hazardous tree removal adjacent to homes, roadways, medians, parks, sidewalks and other structures designated by the City. Additional services that may be ordered from this agreement include: Fertilization, stump grinding, insect and disease treatment for trees, soil aeration, root excavation, deep root fertilization, air spading and arborist consulting services.

The City reserves the right to remove any of these services or to add any other related service.

C. TASKS/REQUIREMENTS

The City will order tree pruning and removal services as needed. Services shall be provided by the Contractor following standards below:

1. Service Order Requirements

1.1 The City will notify the Contractor of service requirements in advance by email or phone. The Contractor shall confirm receipt of work order within 24 hours of notification. If emergency the Contractor shall respond to the order request within 2 hours of notification.

1.2 The Contractor shall coordinate the work with the City's Urban Forester arrange to walk the site in advance.

1.3 The list of trees, diameter, and work needed will be provided by the City in advance. Unauthorized tree work is not allowed under the terms of this contract.

1.4 The Contractor shall provide a quote / estimate of work to be done and shall not proceed with work until written City authorization is received.

1.5 Regular Business Hours shall be Monday-Friday 8:00 AM – 5:00 PM (except City Holidays). All work is to be performed during regular business hours unless authorized in advance by the City.

1.6 Emergency Services may be required. In the event of an emergency, trees damaged by storms or other unplanned events the Contractor may be requested to perform emergency tree services as directed by the City's Urban Forester. During periods of state or federal emergencies, emergency rates may be imposed only as long as the state or federal government declares the area in a state of emergency.

1.7 Each contractor work crew shall be comprised of two (2) or three (3) trained staff and under the direction of a certified arborist.

2. Tree Work Requirements

2.1 All pruning work shall be done per ANSI A300 Standards for Tree Care Operations- Tree Shrub, and Other Woody Plant Maintenance-Standard Practices

2.2 All fast-growing invasive species removed shall be treated with a growth retardant / herbicide immediately after removal, including ligustrum, Chinaberry, Chinese tallow, and hackberry.

2.3 All pruning work shall comply with city ordinances regarding heritage trees and right of way permits.

2.4 Crown cleaning. Includes the removal of dead, dying, diseased, weakly attached or low-vigor branches as well as some water sprouts from tree's crown.

2.5 Minimum size of branches to be removed will be 1- inch in diameter.

2.6 Tree work, removal shall be done per City's Urban Forester or designee. The contractor is responsible for securing any permits needed to perform work.

2.7 All pruning cuts on all oak trees shall be painted immediately with pruning paint for oak wilt prevention.

2.8 All pruning tools used for pruning oak trees shall be sterilized before and between pruning on individual oak trees for oak wilt prevention.

2.9 All pruning work shall be directly supervised by a Certified Arborist provided by the contractor.

2.10 The Contractor shall be responsible for damage to trees during work. The Contractor shall replace damaged trees at the appraisal value as determined by the City's Urban Forester.

2.11 The quality of work shall be subject to the inspection and acceptance of the City's Urban Forester or her designee, in accordance with the provisions of Section C of the Special Terms and Conditions attached to the Solicitation.

3. Worksite Safety and Cleanup

3.1 While performing tree work the Contractor shall take all appropriate safety precautions including the placement of safety cones and other barriers as needed to secure the work area.

3.2 In locations where ordinary felling operations might cause damage to the

property, the trees shall be suitably dismembered and felled using recognized forestry rigging practices as stated in the latest ANSI and OSHA work-site safety regulations.

3.3 The Contractor shall be responsible for removing all tree limbs and debris from the work area. All tree limbs and debris shall be disposed of in an appropriate manner approved by the City's Urban Forester. The work site shall be left in a clean, safe condition. Cost of damage caused by the Contractor to any property serviced under the agreement shall be the sole responsibility of the Contractor.

4. Other Services

4.1 Other services may be required under this agreement and shall be quoted separately upon request from the City.

4.2 Stump grinding. All stumps shall be sprayed with herbicide to help prevent regrowth. Texas Department of Agriculture (TDA) commercial pesticide applicator license required for spraying. The Contactor shall be responsible for locating all underground utilities such as electrical water, gas and cable before starting work.

4.3 Tree insect and disease treatment including but are not limited to: Caterpillars, Mildew, Aphids, Pecan Web Worms. All chemicals and treatment methods to be approved by the City's Urban Forester in advance. TDA certification required. No subcontracting allowed.

4.4 Soil aeration, root excavation, deep root fertilization and air spading services shall be provided upon request by City's Urban Forester.

4.5 Certified Arborist consulting services shall be available on a as needed basis.

EXHIBIT B
SUPPLEMENTAL PROVISIONS

GENERAL TERMS AND CONDITIONS:

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

B. **COMMUNICATION:** To ensure the proper and fair evaluation of this Proposal, the City prohibits communication initiated by the Respondent to a City Official or Employee evaluating or considering the Proposals prior to the time an award has been made. *Ex parte* communication may be grounds for disqualifying the offending Respondent from this or any future solicitation.

C. **CONFLICT OF INTEREST DISCLOSURE:** Chapter 176 of the Texas Local Government Code requires that any Respondent considering doing business with the City file a completed conflict of interest form questionnaire if the Respondent has a business relationship with the City and: (1) has a business relationship with an officer of the City, or a family member of the officer, described by Section 176.003(a)(2)(A); (2) has given a City officer, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or (3) has a family relationship with a City officer. The Conflict of Interest Questionnaire form is available from the Texas Ethics Commission ("TEC") 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 Offeror.

D. **DISCLOSURE OF INTERESTED PARTIES:** Contracting hereunder may require compliance with Texas Government Code §2252.908/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) have a value of at least $1 million. The law provides that a governmental entity may not enter 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 Section 2252.908 Texas Government Code, "at the time the business entity submits the signed contract" to the City.
3. The City, in turn, will acknowledge a copy of the disclosure form to the TEC not later than the 30th day after the date the City receives the disclosure of interested parties from the business entity.

E. PUBLIC INFORMATION ACT: In accordance with the Texas Public Information Act, all Proposals remain confidential until award. After an award is made pursuant to this RFP, all Proposals are subject to release as public information unless the Proposal or specific parts of the Proposal can be shown to be exempt from the Texas Public Information Act. The City assumes no obligation or responsibility for asserting legal arguments on behalf of potential Respondents. If a Respondent believes that a Proposal or parts of a Proposal are confidential, then the Respondent shall stamp "CONFIDENTIAL" in bold red letters on each part of the Proposal the Respondent believes to be confidential. All Proposals and parts of Proposals that are not marked as confidential will be automatically considered public information.

F. NO REIMBURSEMENTS: There is no expressed or implied obligation for the City of Georgetown to reimburse Respondents for any expenses incurred in preparing Proposals in response to this Request for Proposals and the City will not reimburse responding Respondents 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.

G. CHANGE ORDERS AND AMENDMENTS: The contract shall be subject to change, amendment, or modification only by the mutual written consent of the parties.

H. CHOICE OF LAW AND VENUE: The contract shall be construed and interpreted in accordance with the applicable laws of the State of Texas and City of Georgetown. Venue for any dispute in any way to this contract shall lie exclusively in Williamson County, Texas.

I. COMPLIANCE WITH CERTAIN STATE LAW REQUIREMENTS:

1. Anti-Boycott of Israel. Respondent certifies that Respondent is not currently engaged in and agrees for the duration of this Agreement not to engage in, the boycott of Israel as defined by Section 808.001 of the Texas Government Code.
2. Anti-Boycott of Energy Companies. Respondent certifies that Respondent is not currently engaged in and agrees for the duration of this Agreement not to engage in, the boycott of energy companies as defined by Section 809.001 of the Texas Government Code.
3. Anti-Boycott of Firearm Entities or Firearm Trade Associations. Respondent certifies that Respondent does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or will not

discriminate against a firearm entity or firearm trade association for the duration of this Agreement, as defined by Section 2274.001 of the Texas Government Code.

4. Certification of No Business with Foreign Terrorist Organizations. For purposes of Section 2252.152 of the Texas Government Code, Respondent certifies that, at the time of this Purchase Order neither Respondent nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Respondent, is a company listed by the Texas Comptroller of Public Accounts under Sections 2252.153 or 2270.0201 of the Texas Government Code as a company known to have contracts with or provide supplies to a foreign terrorist organization.

J. FEDERAL FUNDS: In the event that this solicitation or contract utilizes federal funds, Respondent shall comply with all federal provisions and requirements as contained in the Proposal. There shall be no exceptions or modifications of the requirements. The resulting contract shall bind and benefit the respective parties and their legal successors, and shall not be assignable, in whole or in part, by the Respondent without first obtaining the written consent of the City.

K. PROTEST PROCEDURES:

1. Respondents are advised that protests of specifications, terms, conditions, or any other aspect of this solicitation, must be made prior to the proposal due date. Protest of specifications and solicitation terms and conditions made after the due date and time will not be considered by the City.

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:

i. The name, address, and telephone number of the protestor;
ii. The signature of the protestor or protestor's representative;
iii. The solicitation or contract number;
iv. A detailed statement of the legal and/or factual grounds of the protest; AND
v. The form of relief/result requested.

Protests shall be emailed or mailed to the Purchasing Department, P.O. Box 409, Georgetown, TX 78627, Attention: Veronica Ferriz at veronica.ferriz@georgetowntexas.gov.

EXHIBIT C

PAYMENT SCHEDULE

Compensation is based on ***actual*** hours of work/time devoted to providing the described services. The Consultant will be paid at the rates per service shown below. Unless amended by a duly authorized written change order, the total payment for all invoices shall not exceed the amount set forth in Section 1 of this Agreement ($250,000.00).

No.	Description	Unit	Unit Cost
1	Tree Pruning and Removal Services, including all labor, travel, equipment, supplies and disposal, 3-person crew under direct supervision of certified arborist - Regular Hours (M-F 8:00AM to 5:00PM)	Per Hour	$ 330.00
2	Tree Pruning and Removal Services, including all labor, travel, equipment, supplies and disposal, 3-person crew under direct supervision of certified arborist - Emergency/Afterhours	Per Hour	$ 450.00
3	Stump Grinding Services per hour	Per Hour	$ 150.00
4	Treatment of tree insects and diseases (includes labor and materials)	Per Hour	$ 215.00
5	Soil aeration, root excavation, deep root fertilization and air spading services (includes labor and materials)	Per Hour	$ 215.00
6	Arborist Consultation Services - By certified arborist	Per Hour	$ 0.00

The Consultant must submit ***monthly*** invoices to the City, accompanied by an explanation of charges. The City will pay such invoices according to its normal payment procedures.

EXHIBIT D

INSURANCE REQUIREMENTS

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

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

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

III. General Requirements Applicable to All Policies.

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

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

V. **Commercial General Liability** requirements:

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

VI. **Business Automobile Liability** requirements:

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

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

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

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

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

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

VIII. **Professional Liability** requirements:

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

B. Minimum of $1,000,000 per occurrence and $2,000,000 aggregate, with a maximum deductible of $100,000.00. Financial statements shall be furnished to the City upon request.

C. For "claims made" policies, the availability of a 24-month extended reporting period is necessary. The retroactive date shall be shown on the certificate of liability insurance.

EXHIBIT E

CERTIFICATES OF INSURANCE

City of Georgetown, Texas
City Council
October 27, 2026

SUBJECT:
Third Amendment to Contract No. 22-0051 with Wastewater Transport Services, LLC

SUGGESTED ACTION:
Consideration and possible action to approve an amendment to the sludge hauling and disposal services agreement between the City and Wastewater Transport Services, LLC, Contract No. 22-0051, increasing the not-to-exceed amount from $750,000.00 to $1,150,000.00 during the fourth renewal term -- Tim Walker, Water Utility Assistant Director

ITEM SUMMARY:
The City of Georgetown Water Utility utilizes Wastewater Transport Services, LLC, for sludge hauling and disposal services associated with water and wastewater treatment operations. These services are essential to maintaining continuous plant operations, ensuring proper handling and disposal of treatment residuals, and meeting applicable regulatory requirements.

Due to increased operational demands and sludge hauling needs, additional contract capacity is necessary to maintain uninterrupted services throughout the fourth renewal term. The proposed amendment will increase the contract's not-to-exceed amount by $400,000, from $750,000 to $1,150,000.

Approval of this amendment will allow the Water Utility to continue utilizing the existing contract for sludge hauling and disposal services without interruption. All other terms and conditions of Contract No. 22-0051 will remain unchanged.

FINANCIAL IMPACT:
Funds are available in Cost Centers CC0529, CC0530 and CC0531, Fund 660

SUBMITTED BY:
Deniece Sesma, Water Utility Department

ATTACHMENTS:
22-0051-SC-A3 Wastewater Transport Services _increasing NTE.pdf

Amendment No. 3
to the Agreement between
Wastewater Transport Services, LLC
and the
City of Georgetown, Texas

This Third Amendment to the Agreement (the "Third Amendment") is entered into between the **CITY OF GEORGETOWN**, a Texas Home-Rule Municipal Corporation (the "City"), and **WASTEWATER TRANSPORT SERVICES, LLC** (the "Contractor"), (collectively, the "**Parties**"). The Parties hereby agree as follows:

WHEREAS, the Parties entered into an Agreement on March 22, 2022, for sludge hauling and disposal services (the "Services"), Contract No. 22-0051-SC (the "Original Agreement"), and authorized the City Manager to execute renewals of the Original Agreement for up to three (3) additional one-year terms for a total cost not to exceed $3,000,000.00; and

WHEREAS, the Original Agreement provided an initial term of one (1) year and provided for four (4) additional one (1) year renewal terms; and

WHEREAS, the Parties amended the Original Agreement on September 13, 2022, to increase the not-to-exceed amount of the Original Agreement for the first term from $750,000.00 to $931,353.93 to address emergency services, and ratified the authorization of services performed in accordance with the Original Agreement, as amended, between June 30, 2022 and July 7, 2022; and

WHEREAS, the Parties amended the Original Agreement on December 13, 2022, to increase the not-to-exceed amount for the remainder of the first-year term from $931,353.93 to $1,116,353.93; and

WHEREAS, on April 14, 2023, the Parties renewed the Original Agreement, as amended, for the first of four optional renewal terms in an amount not to exceed $787,500.00; and

WHEREAS, on April 12, 2024, the Parties renewed the Original Agreement, as amended, for the second renewal term and increased the cost of services by 5% in accordance with the terms of the Original Agreement, as amended; and

WHEREAS, the Parties renewed the Original Agreement, as amended, for the third renewal term in accordance with the terms of the Original Agreement, as amended, to end on March 21, 2026, with a total not-to-exceed amount of $1,000,000.00; and

WHEREAS, the Parties renewed and amended the Original Agreement for the fourth renewal term in accordance with the terms of the Original Agreement, as amended, to end on March 20, 2027, with a total not-to-exceed amount of $750,000.00 and adding a the Southlake Water Treatment Plant as an additional service location;

WHEREAS, the Parties desire to amend the Agreement for the Third Amendment to increase the not-to-exceed amount during the fourth renewal term.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. The Parties agree to amend the Original Agreement, as amended, to increase the not-to-exceed amount by four-hundred thousand dollars from seven-hundred fifty thousand dollars and no cents ($750,000.00) to one million one-hundred fifty thousand dollars and no cents ($1,150,000.00) during its fourth and final renewal term, expiring on March 20, 2027.

2. All other terms of the Original Agreement, as amended, not inconsistent with this Third Amendment shall apply. Except as expressly modified by this Third Amendment, the Original Agreement, as amended, remains unchanged and in full force and effect, subject to its terms.

[signature page to follow]

CITY OF GEORGETOWN

By: _____

Name: Josh Schroeder, Mayor

Date: _____

CONTRACTOR

By: _____

Name, Title: _____

Date: _____

ATTEST:

_____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

_____
Skye Masson, City Attorney

City of Georgetown, Texas
City Council
October 27, 2026

SUBJECT:
Hauling, Storing and Disposal Services Bid Rejection

SUGGESTED ACTION:
Consideration and possible action to reject all bids associated with RFP No. 202632 for hauling, storing and disposal services -- Tim Walker, Assistant Water Utility Director

ITEM SUMMARY:
On July 2, 2026, The City of Georgetown issued a competitive solicitation RFP No. 202632 to obtain qualified contractors for the procurement of hauling, storing and disposal services, with the intent to award the contract to multiple vendors. Following review of the submitted proposals, no vendor could provide all services necessary for the City's operational needs and project objectives.

Rejecting all bids will allow staff to refine the solicitations scope of work, clarify expectations, and ensure future proposals accurately reflect the services requested. Staff recommends rejecting all bids and proceeding with a revised solicitation to promote competitive pricing and obtain the best overall value for the City.

FINANCIAL IMPACT:
None

SUBMITTED BY:
Deniece Sesma, Water Utility Department

ATTACHMENTS:

N/A

City of Georgetown, Texas
City Council
October 27, 2026

SUBJECT:
Construction Contract with Lupe Rubio Construction for the Cedar Hollow Waterline Improvements

SUGGESTED ACTION:
Consideration and possible action to award a construction contract to Lupe Rubio Construction Company Inc. from Kingsland, TX, for the Cedar Hollow Waterline Improvements in the amount of $5,721,013.59 -- Wesley Wright, P.E., Systems Engineering Director and David Herzog, CIP Manager

ITEM SUMMARY:
The Cedar Hollow Waterline Improvements Project consists of replacing approximately 44,500 linear feet of existing waterline throughout the Cedar Hollow subdivision. The project includes installation of new 8-inch PVC waterline, gate valves, fire hydrants, water service connections, asphalt and concrete repairs, and other associated improvements necessary to complete the waterline replacement.

These improvements will replace aging water infrastructure and help reduce leaks and recurring maintenance issues currently experienced within the neighborhood. The project will improve the overall reliability of the water distribution system, reduce the frequency of emergency repairs, and provide a more dependable water system for Cedar Hollow residents.

The project was publicly advertised on August 2, 2026, and August 9, 2026. Bids were opened on August 20, 2026, at 2:00 p.m., with seventeen (17) competitive bids received. Lupe Rubio Construction Company Inc. of Kingsland, TX, submitted the lowest qualified bid in the amount of $5,721,013.59. Lupe Rubio Construction has experience completing projects of similar size and scope and has been determined to have the qualifications necessary to successfully complete the project.

The construction timeline following notice-to-proceed is 240 calendar days to substantial completion and 270 calendar days to final completion.

STAFF RECOMMENDATION: Staff and KPA recommend awarding a construction contract for the Cedar Hollow Waterline Improvements to Lupe Rubio Construction Company Inc. of Kingsland, TX, in the amount of $5,721,013.59.

BOARD RECOMMENDATION:
This item was unanimously approved at the October 8, 2026, Georgetown Water Utility Advisory Board meeting for recommendation for Council approval.

FINANCIAL IMPACT:
Funds for this expenditure are budgeted and available in the FY 2026 CIP Budget.

SUBMITTED BY:

Shawn Gunnin, Systems Engineering

ATTACHMENTS:
Cedar_Hollow_WL_LOR__Bid_Tab__Exhibit.pdf

KPA ENGINEERS

19 North Main Street • Temple, TX 76501 • (254) 773-3731
800 South Austin Ave • Georgetown, TX 78626 • (512) 819-9478

September 1, 2026

Mr. Jacky Matthews
Systems Engineering Project Manager
City of Georgetown
300-1 Industrial Avenue
Georgetown, Texas 78626-8445

Re: Letter of Recommendation
Cedar Hollow Waterline Improvements Project

Mr. Matthews,

Bids were received by the City of Georgetown until 2:00 P.M. on Thursday, August 20, 2026, for the above-mentioned project. Seventeen (17) competitive sealed bids were received for this project. A detailed bid tabulation and overall location map is attached for your reference.

This project will replace aging waterline infrastructure within the Cedar Hollow Subdivision. The existing waterline infrastructure consistently experiences water outages due to line breaks throughout the subdivision. The proposed improvements consist of furnishing, installing, and providing all labor and materials required for construction of approximately 44,500 linear feet of 8" waterline, gate valves, bends, fittings, fire hydrants, new water services, roadway repair, and other miscellaneous construction activities.

The low qualified bidder for this project is Lupe Rubio Construction Co., Inc. of Kingsland, Texas in the total bid amount of $5,721,013.59. Lupe Rubio Construction Co., Inc. has completed projects of similar size and scope for several municipalities in the Central Texas Region. We have reviewed the current workload, references and construction history of Lupe Rubio Construction Co., Inc. and their subcontractors. As a result of our finding, we recommend that a contract be awarded to Lupe Rubio Construction Co., Inc. in the total bid amount of **$5,721,013.59**.

Sincerely,



Alvin R. (Trae) Sutton III, P.E., CFM
Principal
TSutton@kpaengineers.com

xc: Mr. David Herzog, City of Georgetown
Mr. Hunter Anderson, City of Georgetown
Ms. Nicole Abrego, City of Georgetown
Ms. Karina Rubio, Lupe Rubio Construction Co., Inc.
2024-187-30

BID TABULATION
CITY OF GEORGETOWN TEXAS
Cedar Hollow Waterline Improvements
August 20, 2026; 2:00 PM

				BIDDER INFORMATION																	
				1		2		3		4		5		6		7		8		9	
				Lupe Rubio Construction Co., Inc 981 Dilley St. Kingsland, TX 78639		Royal Vista, Inc. 350 CR 260 Liberty Hill, Texas 78642		Smith Contracting, Inc. 15309 Marsha St. Austin, Texas 78728		ProDirt Services 3111 CR 100 Hutto, Texas 78634		Austin Underground, Inc. PO Box 5650 Lago Vista, Texas 78645		UWS, Inc. 16048 Highway 27 Trion, Georgia 30753		Cash Construction Co., Inc. 217 Kingslacy Blvd. Pflugerville, Texas 78660		Qro Mex Construction Company, Inc 2801 Praire Creek Rd. Granite Shoals, Texas 78654		AO Services, LLC 25565 Ronald W. Reagan Blvd. Georgetown, Texas 78633	
Item No.	Bid Quantity	Unit	Bid Data Description	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount
Cedar Hollow Waterline Improvements																					
1	100%	LS	Insurance, Bonds and Mobilization, not to exceed 5% of Bid	$ 310,525.00	$ 310,525.00	$ 315,000.00	$ 315,000.00	$ 200,000.00	$ 200,000.00	$ 110,000.00	$ 110,000.00	$ 360,000.00	$ 360,000.00	$ 150,000.00	$ 150,000.00	$ 310,000.00	$ 310,000.00	$ 419,758.00	$ 419,758.00	$ 267,750.00	$ 267,750.00
2	445	STA	Provide Labor, Equipment, Tools and Supervision to Complete Preparation of Right-of-way	$ 280.00	$ 124,600.00	$ 55.00	$ 24,475.00	$ 200.00	$ 89,000.00	$ 648.49	$ 288,578.05	$ 500.00	$ 222,500.00	$ 200.00	$ 89,000.00	$ 130.00	$ 57,850.00	$ 300.00	$ 133,500.00	$ 112.00	$ 49,840.00
3	100%	LS	For Preparation of Traffic & Pedestrian Control Plan. Plan is to be prepared and signed by P.E. Licensed in the State of Texas for All Parts	$ 5,600.00	$ 5,600.00	$ 5,500.00	$ 5,500.00	$ 1,700.00	$ 1,700.00	$ 5,714.55	$ 5,714.55	$ 2,000.00	$ 2,000.00	$ 250,000.00	$ 250,000.00	$ 5,400.00	$ 5,400.00	$ 38,000.00	$ 38,000.00	$ 5,355.00	$ 5,355.00
4	9	MO	Implement Barricade, Signing and Traffic & Pedestrian Safety Plan Control Plan	$ 3,080.00	$ 27,720.00	$ 2,500.00	$ 22,500.00	$ 3,000.00	$ 27,000.00	$ 14,857.84	$ 133,720.56	$ 1,000.00	$ 9,000.00	$ 40,000.00	$ 360,000.00	$ 18,000.00	$ 162,000.00	$ 9,000.00	$ 81,000.00	$ 9,104.00	$ 81,936.00
5	100%	LS	Submit Trench Safety Plan prepared and signed by P.E., in Conformance with State Law and OSHA for All Parts	$ 3,920.00	$ 3,920.00	$ 840.00	$ 840.00	$ 1,300.00	$ 1,300.00	$ 2,285.82	$ 2,285.82	$ 1,500.00	$ 1,500.00	$ 100,000.00	$ 100,000.00	$ 2,500.00	$ 2,500.00	$ 15,000.00	$ 15,000.00	$ 2,678.00	$ 2,678.00
6	2,500	SF	Provide and Implement Trench Safety Plan (Bore Pits)	$ 2.24	$ 5,600.00	$ 3.00	$ 7,500.00	$ 1.00	$ 2,500.00	$ 0.20	$ 500.00	$ 0.50	$ 1,250.00	$ 1.00	$ 2,500.00	$ 1.00	$ 2,500.00	$ 12.00	$ 30,000.00	$ 2.00	$ 5,000.00
7	44,500	LF	Provide and Implement Trench Safety Plan (Pipe)	$ 0.56	$ 24,920.00	$ 2.25	$ 100,125.00	$ 1.00	$ 44,500.00	$ 1.69	$ 75,205.00	$ 0.40	$ 17,800.00	$ 0.01	$ 445.00	$ 0.25	$ 11,125.00	$ 2.50	$ 111,250.00	$ 0.50	$ 22,250.00
8	100%	LS	Prepare Pre-Construction and Post-Construction DVD	$ 6,720.00	$ 6,720.00	$ 3,150.00	$ 3,150.00	$ 3,500.00	$ 3,500.00	$ 1,742.32	$ 1,742.32	$ 1,500.00	$ 1,500.00	$ 30,000.00	$ 30,000.00	$ 9,000.00	$ 9,000.00	$ 12,000.00	$ 12,000.00	$ 5,355.00	$ 5,355.00
9	100%	LS	Prepare Stormwater Pollution Prevention Plan, including submission to and receiving permits from Texas Commission on Environmental Quality (TCEQ) for All Parts	$ 3,920.00	$ 3,920.00	$ 7,300.00	$ 7,300.00	$ 10,500.00	$ 10,500.00	$ 8,000.37	$ 8,000.37	$ 1,300.00	$ 1,300.00	$ 100,000.00	$ 100,000.00	$ 2,000.00	$ 2,000.00	$ 48,000.00	$ 48,000.00	$ 10,710.00	$ 10,710.00
10	44,500	LF	Complete Clean up and Final Grading	$ 2.55	$ 113,475.00	$ 1.10	$ 48,950.00	$ 0.80	$ 35,600.00	$ 0.51	$ 22,695.00	$ 0.50	$ 22,250.00	$ 2.00	$ 89,000.00	$ 3.00	$ 133,500.00	$ 1.50	$ 66,750.00	$ 2.00	$ 89,000.00
11	38,900	LF	Furnish, Install, Maintain and Remove Silt Fence	$ 2.80	$ 108,920.00	$ 4.45	$ 173,105.00	$ 3.75	$ 145,875.00	$ 3.09	$ 120,201.00	$ 3.00	$ 116,700.00	$ 2.00	$ 77,800.00	$ 3.00	$ 116,700.00	$ 3.90	$ 151,710.00	$ 4.00	$ 155,600.00
12	44,500	LF	Furnish & Install 8" PVC Waterline Pipe	$ 57.24	$ 2,547,180.00	$ 70.00	$ 3,115,000.00	$ 68.00	$ 3,026,000.00	$ 70.18	$ 3,123,010.00	$ 70.00	$ 3,115,000.00	$ 89.50	$ 3,982,750.00	$ 84.00	$ 3,738,000.00	$ 105.50	$ 4,694,750.00	$ 107.00	$ 4,761,500.00
13	35	LF	Furnish & Install 6" DIP Waterline Pipe	$ 78.19	$ 2,736.65	$ 105.00	$ 3,675.00	$ 100.00	$ 3,500.00	$ 205.69	$ 7,199.15	$ 200.00	$ 7,000.00	$ 250.00	$ 8,750.00	$ 80.00	$ 2,800.00	$ 1,500.00	$ 52,500.00	$ 104.00	$ 3,640.00
14	100%	LS	Furnish & Install 8" HDPE Waterline Pipe by Horizonatal Directional Drilling for Waterline A	$ 74,175.64	$ 74,175.64	$ 110,000.00	$ 110,000.00	$ 138,000.00	$ 138,000.00	$ 47,660.11	$ 47,660.11	$ 65,000.00	$ 65,000.00	$ 100,000.00	$ 100,000.00	$ 70,000.00	$ 70,000.00	$ 65,000.00	$ 65,000.00	$ 98,751.00	$ 98,751.00
15	100%	LS	Furnish & Install 8" HDPE Waterline Pipe by Horizonatal Directional Drilling for Waterline B	$ 42,862.40	$ 42,862.40	$ 105,000.00	$ 105,000.00	$ 128,000.00	$ 128,000.00	$ 48,530.95	$ 48,530.95	$ 70,000.00	$ 70,000.00	$ 100,000.00	$ 100,000.00	$ 70,000.00	$ 70,000.00	$ 65,000.00	$ 65,000.00	$ 100,600.00	$ 100,600.00
16	100%	LS	Furnish & Install 8" HDPE Waterline Pipe by Horizonatal Directional Drilling for Waterline E	$ 69,888.00	$ 69,888.00	$ 130,000.00	$ 130,000.00	$ 158,000.00	$ 158,000.00	$ 77,194.45	$ 77,194.45	$ 95,000.00	$ 95,000.00	$ 100,000.00	$ 100,000.00	$ 110,000.00	$ 110,000.00	$ 80,000.00	$ 80,000.00	$ 155,282.00	$ 155,282.00
17	1	EA	Furnish & Install 10"x 8" Tee	$ 1,547.03	$ 1,547.03	$ 1,100.00	$ 1,100.00	$ 1,600.00	$ 1,600.00	$ 2,182.12	$ 2,182.12	$ 1,500.00	$ 1,500.00	$ 1,000.00	$ 1,000.00	$ 1,200.00	$ 1,200.00	$ 1,200.00	$ 1,200.00	$ 1,856.00	$ 1,856.00
18	15	EA	Furnish & Install 8"x 8" Tee	$ 1,193.90	$ 17,908.50	$ 885.00	$ 13,275.00	$ 1,300.00	$ 19,500.00	$ 1,273.26	$ 19,098.90	$ 1,100.00	$ 16,500.00	$ 1,000.00	$ 15,000.00	$ 900.00	$ 13,500.00	$ 950.00	$ 14,250.00	$ 1,764.00	$ 26,460.00
19	42	EA	Furnish & Install 8" Gate Valve	$ 2,722.61	$ 114,349.62	$ 1,955.00	$ 82,110.00	$ 3,400.00	$ 142,800.00	$ 2,377.02	$ 99,834.84	$ 2,400.00	$ 100,800.00	$ 2,500.00	$ 105,000.00	$ 2,800.00	$ 117,600.00	$ 3,200.00	$ 134,400.00	$ 3,120.00	$ 131,040.00
20	2	EA	Furnish & Install 10" Gate Valve	$ 3,988.64	$ 7,977.28	$ 3,000.00	$ 6,000.00	$ 4,800.00	$ 9,600.00	$ 3,870.74	$ 7,741.48	$ 4,500.00	$ 9,000.00	$ 3,500.00	$ 7,000.00	$ 3,600.00	$ 7,200.00	$ 3,500.00	$ 7,000.00	$ 4,033.00	$ 8,066.00
21	1	EA	Furnish & Install 10" x 6" Reducer	$ 920.74	$ 920.74	$ 600.00	$ 600.00	$ 1,000.00	$ 1,000.00	$ 1,340.94	$ 1,340.94	$ 1,200.00	$ 1,200.00	$ 500.00	$ 500.00	$ 400.00	$ 400.00	$ 850.00	$ 850.00	$ 1,453.00	$ 1,453.00
22	18	EA	Furnish & Install Air Release Valve	$ 7,267.58	$ 130,816.44	$ 6,000.00	$ 108,000.00	$ 5,700.00	$ 102,600.00	$ 5,747.84	$ 103,461.12	$ 8,000.00	$ 144,000.00	$ 6,000.00	$ 108,000.00	$ 5,700.00	$ 102,600.00	$ 6,700.00	$ 120,600.00	$ 6,585.00	$ 118,530.00
23	170	EA	Furnish & Install 8" 11.25 Degree Bend	$ 758.69	$ 128,977.30	$ 425.00	$ 72,250.00	$ 840.00	$ 142,800.00	$ 435.51	$ 74,036.70	$ 850.00	$ 144,500.00	$ 250.00	$ 42,500.00	$ 600.00	$ 102,000.00	$ 800.00	$ 136,000.00	$ 922.00	$ 156,740.00
24	15	EA	Furnish & Install 8" 22.5 Degree Bend	$ 779.24	$ 11,688.60	$ 445.00	$ 6,675.00	$ 860.00	$ 12,900.00	$ 456.25	$ 6,843.75	$ 900.00	$ 13,500.00	$ 250.00	$ 3,750.00	$ 600.00	$ 9,000.00	$ 810.00	$ 12,150.00	$ 940.00	$ 14,100.00
25	85	EA	Furnish & Install 8" 45 Degree Bend	$ 785.57	$ 66,773.45	$ 450.00	$ 38,250.00	$ 870.00	$ 73,950.00	$ 462.63	$ 39,323.55	$ 900.00	$ 76,500.00	$ 250.00	$ 21,250.00	$ 600.00	$ 51,000.00	$ 850.00	$ 72,250.00	$ 945.00	$ 80,325.00
26	1	EA	Connect to Existing Fire Hydrant, Including Tee and 6" Spool Piece	$ 4,361.10	$ 4,361.10	$ 4,500.00	$ 4,500.00	$ 2,500.00	$ 2,500.00	$ 2,424.65	$ 2,424.65	$ 9,500.00	$ 9,500.00	$ 10,000.00	$ 10,000.00	$ 5,200.00	$ 5,200.00	$ 8,000.00	$ 8,000.00	$ 4,186.00	$ 4,186.00
27	1	EA	Connect to Existing 10" Water Line	$ 4,454.04	$ 4,454.04	$ 10,950.00	$ 10,950.00	$ 5,000.00	$ 5,000.00	$ 5,822.96	$ 5,822.96	$ 15,000.00	$ 15,000.00	$ 10,000.00	$ 10,000.00	$ 12,000.00	$ 12,000.00	$ 6,000.00	$ 6,000.00	$ 4,395.00	$ 4,395.00
28	4	EA	Furnish and Install Double Water Service (Long), Including Connection to Existing Services	$ 3,902.04	$ 15,608.16	$ 3,000.00	$ 12,000.00	$ 3,600.00	$ 14,400.00	$ 4,664.92	$ 18,659.68	$ 4,000.00	$ 16,000.00	$ 2,500.00	$ 10,000.00	$ 3,800.00	$ 15,200.00	$ 2,500.00	$ 10,000.00	$ 3,008.00	$ 12,032.00
29	108	EA	Furnish and Install Single Water Service (Long), Including Connection to Existing Service	$ 3,319.96	$ 358,555.68	$ 3,000.00	$ 324,000.00	$ 3,400.00	$ 367,200.00	$ 4,513.11	$ 487,415.88	$ 3,000.00	$ 324,000.00	$ 2,500.00	$ 270,000.00	$ 3,600.00	$ 388,800.00	$ 1,950.00	$ 210,600.00	$ 2,718.00	$ 293,544.00
30	5	EA	Furnish and Install Double Water Service (Short), Including Connection to Existing Services	$ 4,256.77	$ 21,283.85	$ 2,500.00	$ 12,500.00	$ 2,900.00	$ 14,500.00	$ 2,464.66	$ 12,323.30	$ 3,100.00	$ 15,500.00	$ 2,500.00	$ 12,500.00	$ 3,300.00	$ 16,500.00	$ 1,800.00	$ 9,000.00	$ 2,879.00	$ 14,395.00
31	85	EA	Furnish and Install Single Water Service (Short), Including Connection to Existing Service	$ 3,046.10	$ 258,918.50	$ 2,250.00	$ 191,250.00	$ 2,700.00	$ 229,500.00	$ 2,753.94	$ 234,084.90	$ 2,200.00	$ 187,000.00	$ 2,500.00	$ 212,500.00	$ 3,100.00	$ 263,500.00	$ 1,700.00	$ 144,500.00	$ 2,627.00	$ 223,295.00
32	1	EA	Furnish and Install Single Water Service (Long) by Bore, Including Connection to Existing Service and 10" Waterline	$ 5,025.89	$ 5,025.89	$ 8,500.00	$ 8,500.00	$ 13,000.00	$ 13,000.00	$ 11,575.94	$ 11,575.94	$ 32,000.00	$ 32,000.00	$ 2,500.00	$ 2,500.00	$ 40,000.00	$ 40,000.00	$ 6,000.00	$ 6,000.00	$ 9,479.00	$ 9,479.00
33	8	EA	Cut and Cap Existing 2" Water Line	$ 337.47	$ 2,699.76	$ 65.00	$ 520.00	$ 350.00	$ 2,800.00	$ 1,270.94	$ 10,167.52	$ 950.00	$ 7,600.00	$ 2,500.00	$ 20,000.00	$ 1,200.00	$ 9,600.00	$ 900.00	$ 7,200.00	$ 2,951.00	$ 23,608.00
34	2	EA	Cut and Cap Existing 2.5" Water Line	$ 340.66	$ 681.32	$ 75.00	$ 150.00	$ 450.00	$ 900.00	$ 1,277.65	$ 2,555.30	$ 1,000.00	$ 2,000.00	$ 2,500.00	$ 5,000.00	$ 1,200.00	$ 2,400.00	$ 900.00	$ 1,800.00	$ 2,969.00	$ 5,938.00
35	2	EA	Cut and Cap Existing 6" Water Line	$ 721.16	$ 1,442.32	$ 395.00	$ 790.00	$ 1,000.00	$ 2,000.00	$ 2,704.00	$ 5,408.00	$ 1,500.00	$ 3,000.00	$ 2,500.00	$ 5,000.00	$ 1,400.00	$ 2,800.00	$ 3,000.00	$ 6,000.00	$ 2,953.00	$ 5,906.00
36	10	EA	Furnish and Install Autoflush Assembly. Complete For	$ 6,835.68	$ 68,356.80	$ 7,500.00	$ 75,000.00	$ 5,600.00	$ 56,000.00	$ 5,452.84	$ 54,528.40	$ 11,500.00	$ 115,000.00	$ 6,000.00	$ 60,000.00	$ 7,000.00	$ 70,000.00	$ 8,000.00	$ 80,000.00	$ 8,326.00	$ 83,260.00
37	100	EA	Furnish and Install Fire Hydrant Assembly	$ 884.47	$ 88,447.00	$ 8,000.00	$ 800,000.00	$ 7,700.00	$ 770,000.00	$ 7,121.02	$ 712,102.00	$ 8,000.00	$ 800,000.00	$ 7,600.00	$ 760,000.00	$ 8,400.00	$ 840,000.00	$ 6,750.00	$ 675,000.00	$ 6,329.00	$ 632,900.00
38	100%	LS	For Furnishing All Materials, Equipment, Tools and Labor Necessary for Pressure Testing Water Pipe, Including Any	$ 5,600.00	$ 5,600.00	$ 21,000.00	$ 21,000.00	$ 25,000.00	$ 25,000.00	$ 87,115.72	$ 87,115.72	$ 26,000.00	$ 26,000.00	$ 40,000.00	$ 40,000.00	$ 80,000.00	$ 80,000.00	$ 28,000.00	$ 28,000.00	$ 34,808.00	$ 34,808.00
39	26,000	SY	Furnish and Install Hydromulch Seeding	$ 1.40	$ 36,400.00	$ 2.25	$ 58,500.00	$ 2.75	$ 71,500.00	$ 1.83	$ 47,580.00	$ 2.00	$ 52,000.00	$ 1.00	$ 26,000.00	$ 2.00	$ 52,000.00	$ 1.90	$ 49,400.00	$ 4.00	$ 104,000.00
40	1	EA	Remove and Replace Existing 24-inch RCP SET	$ 6,257.52	$ 6,257.52	$ 2,500.00	$ 2,500.00	$ 3,000.00	$ 3,000.00	$ 5,338.76	$ 5,338.76	$ 4,000.00	$ 4,000.00	$ 25,000.00	$ 25,000.00	$ 8,000.00	$ 8,000.00	$ 30,000.00	$ 30,000.00	$ 9,324.00	$ 9,324.00
41	110,000	SY	Furnish and Install Single Course Chip Seal with Fog Seal	$ 6.72	$ 739,200.00	$ 7.00	$ 770,000.00	$ 6.75	$ 742,500.00	$ 7.43	$ 817,300.00	$ 9.00	$ 990,000.00	$ 4.00	$ 440,000.00	$ 7.00	$ 770,000.00	$ 8.00	$ 880,000.00	$ 9.00	$ 990,000.00
42	100%	LS	City of Georgetown Force Account	$ 150,000.00	$ 150,000.00	$ 150,000.00	$ 150,000.00	$ 150,000.00	$ 150,000.00	$ 150,000.00	$ 150,000.00	$ 150,000.00	$ 150,000.00	$ 150,000.00	$ 150,000.00	$ 150,000.00	$ 150,000.00	$ 150,000.00	$ 150,000.00	$ 150,000.00	$ 150,000.00
TOTAL BID AMOUNT - (ITEMS 1 - 42)				*	**$ 5,721,013.59**		**$ 6,942,540.00**		**$ 6,991,525.00**		**$ 7,090,503.74**		**$ 7,363,900.00**		**$ 7,902,745.00**		**$ 7,933,875.00**	*	**$ 8,864,418.00**		**$ 8,954,887.00**
Did Bidder Acknowledge Addendum No. 1 & 2				YES		YES		YES		YES		YES		YES		YES		YES		YES	
Did Bidder provide Section #00400 & #00410?				YES		YES		YES		YES		YES		YES		YES		YES		YES	

*Extended Amount Corrected

BID TABULATION
CITY OF GEORGETOWN TEXAS
Cedar Hollow Waterline Improvements
August 20, 2026; 2:00 PM

				BIDDER INFORMATION															
				10		11		12		13		14		15		16		17	
				Bell Contractors, Inc. 3082 W. HWY 190 Belton, Texas 76513		Arguijo Corporation 3701 Bee Caves Road, Ste. 205 Austin, TX 78746		Blackrock Construction 2400 HWY 287 N Suite 100 Mansfield, Texas 76063		Joe Bland Construction, LLC 9500 West Parmer Lane, Ste 1301 Austin, Texas 78717		J&L Construction, LLC 2220 San Jacinto Blvd. Suite 320 Denton, Texas 76205		Mach Energy Services, LLC 501 N. Walker Ave., Ste. 150 Oklahoma City, Oklahoma 73102		Liberty Civil Construction 2937 Hero Way Leander, Texas 78641		CC Carlton Industries, Ltd. 3102 Bee Caves Road, Ste. 200 Austin, Texas 78746	
Item No.	Bid Quantity	Unit	Bid Data Description	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount
Cedar Hollow Waterline Improvements																			
1	100%	LS	Insurance, Bonds and Mobilization, not to exceed 5% of Bid	$ 470,691.19	$ 470,691.19	$ 366,556.05	$ 366,556.05	$ 500,000.00	$ 500,000.00	$ 445,000.00	$ 445,000.00	$ 252,283.73	$ 252,283.73	$ 475,000.00	$ 475,000.00	$ 200,000.00	$ 200,000.00	$ 576,250.00	$ 576,250.00
2	445	STA	Provide Labor, Equipment, Tools and Supervision to Complete Preparation of Right-of-way	$ 1,902.00	$ 846,390.00	$ 1,725.05	$ 767,647.25	$ 250.00	$ 111,250.00	$ 500.00	$ 222,500.00	$ 68.86	$ 30,642.70	$ 150.00	$ 66,750.00	$ 650.00	$ 289,250.00	$ 500.00	$ 222,500.00
3	100%	LS	For Preparation of Traffic & Pedestrian Control Plan. Plan is to be prepared and signed by P.E. Licensed in the State of Texas for All Parts	$ 2,252.48	$ 2,252.48	$ 3,885.00	$ 3,885.00	$ 4,500.00	$ 4,500.00	$ 15,000.00	$ 15,000.00	$ 17,197.19	$ 17,197.19	$ 10,000.00	$ 10,000.00	$ 4,800.00	$ 4,800.00	$ 8,900.00	$ 8,900.00
4	9	MO	Implement Barricade, Signing and Traffic & Pedestrian Safety Plan Control Plan	$ 12,000.41	$ 108,003.69	$ 48,076.91	$ 432,692.19	$ 24,100.00	$ 216,900.00	$ 30,000.00	$ 270,000.00	$ 6,832.52	$ 61,492.68	$ 14,000.00	$ 126,000.00	$ 28,000.00	$ 252,000.00	$ 42,910.00	$ 386,190.00
5	100%	LS	Submit Trench Safety Plan prepared and signed by P.E., in Conformance with State Law and OSHA for All Parts	$ 952.00	$ 952.00	$ 1,110.00	$ 1,110.00	$ 850.00	$ 850.00	$ 5,000.00	$ 5,000.00	$ 15,372.94	$ 15,372.94	$ 15,000.00	$ 15,000.00	$ 3,000.00	$ 3,000.00	$ 1,300.00	$ 1,300.00
6	2,500	SF	Provide and Implement Trench Safety Plan (Bore Pits)	$ 1.77	$ 4,425.00	$ 0.44	$ 1,100.00	$ 1.00	$ 2,500.00	$ 10.00	$ 25,000.00	$ 7.88	$ 19,700.00	$ 8.00	$ 20,000.00	$ 1.00	$ 2,500.00	$ 1.00	$ 2,500.00
7	44,500	LF	Provide and Implement Trench Safety Plan (Pipe)	$ 1.74	$ 77,430.00	$ 3.14	$ 139,730.00	$ 1.00	$ 44,500.00	$ 2.00	$ 89,000.00	$ 1.45	$ 64,525.00	$ 3.00	$ 133,500.00	$ 0.50	$ 22,250.00	$ 1.00	$ 44,500.00
8	100%	LS	Prepare Pre-Construction and Post-Construction DVD	$ 911.00	$ 911.00	$ 50,616.00	$ 50,616.00	$ 2,300.00	$ 2,300.00	$ 30,000.00	$ 30,000.00	$ 35,786.70	$ 35,786.70	$ 10,000.00	$ 10,000.00	$ 12,000.00	$ 12,000.00	$ 6,000.00	$ 6,000.00
9	100%	LS	Prepare Stormwater Pollution Prevention Plan, including submission to and receiving permits from Texas Commission on Environmental Quality (TCEQ) for All Parts	$ 6,720.00	$ 6,720.00	$ 23,088.00	$ 23,088.00	$ 850.00	$ 850.00	$ 25,000.00	$ 25,000.00	$ 24,304.19	$ 24,304.19	$ 15,000.00	$ 15,000.00	$ 14,000.00	$ 14,000.00	$ 6,700.00	$ 6,700.00
10	44,500	LF	Complete Clean up and Final Grading	$ 2.26	$ 100,570.00	$ 0.88	$ 39,160.00	$ 1.00	$ 44,500.00	$ 4.00	$ 178,000.00	$ 0.44	$ 19,580.00	$ 3.00	$ 133,500.00	$ 6.00	$ 267,000.00	$ 1.00	$ 44,500.00
11	38,900	LF	Furnish, Install, Maintain and Remove Silt Fence	$ 4.48	$ 174,272.00	$ 3.88	$ 150,932.00	$ 5.00	$ 194,500.00	$ 5.00	$ 194,500.00	$ 2.81	$ 109,309.00	$ 2.00	$ 77,800.00	$ 6.00	$ 233,400.00	$ 5.00	$ 194,500.00
12	44,500	LF	Furnish & Install 8" PVC Waterline Pipe	$ 91.93	$ 4,090,885.00	$ 110.00	$ 4,895,000.00	$ 96.62	$ 4,299,590.00	$ 110.00	$ 4,895,000.00	$ 153.42	$ 6,827,190.00	$ 145.00	$ 6,452,500.00	$ 170.00	$ 7,565,000.00	$ 174.00	$ 7,743,000.00
13	35	LF	Furnish & Install 6" DIP Waterline Pipe	$ 91.69	$ 3,209.15	$ 91.32	$ 3,196.20	$ 80.00	$ 2,800.00	$ 175.00	$ 6,125.00	$ 215.65	$ 7,547.75	$ 350.00	$ 12,250.00	$ 140.00	$ 4,900.00	$ 148.00	$ 5,180.00
14	100%	LS	Furnish & Install 8" HDPE Waterline Pipe by Horizonatal Directional Drilling for Waterline A	$ 128,835.31	$ 128,835.31	$ 19,049.24	$ 19,049.24	$ 110,000.00	$ 110,000.00	$ 60,000.00	$ 60,000.00	$ 38,854.36	$ 38,854.36	$ 85,000.00	$ 85,000.00	$ 80,000.00	$ 80,000.00	$ 95,300.00	$ 95,300.00
15	100%	LS	Furnish & Install 8" HDPE Waterline Pipe by Horizonatal Directional Drilling for Waterline B	$ 128,835.31	$ 128,835.31	$ 21,360.83	$ 21,360.83	$ 115,000.00	$ 115,000.00	$ 65,000.00	$ 65,000.00	$ 40,048.41	$ 40,048.41	$ 85,000.00	$ 85,000.00	$ 85,000.00	$ 85,000.00	$ 97,200.00	$ 97,200.00
16	100%	LS	Furnish & Install 8" HDPE Waterline Pipe by Horizonatal Directional Drilling for Waterline E	$ 128,835.31	$ 128,835.31	$ 36,866.02	$ 36,866.02	$ 165,000.00	$ 165,000.00	$ 90,000.00	$ 90,000.00	$ 59,246.14	$ 59,246.14	$ 140,000.00	$ 140,000.00	$ 130,000.00	$ 130,000.00	$ 152,500.00	$ 152,500.00
17	1	EA	Furnish & Install 10"x 8" Tee	$ 1,629.63	$ 1,629.63	$ 5,937.86	$ 5,937.86	$ 1,100.00	$ 1,100.00	$ 1,750.00	$ 1,750.00	$ 5,426.67	$ 5,426.67	$ 1,500.00	$ 1,500.00	$ 1,400.00	$ 1,400.00	$ 1,000.00	$ 1,000.00
18	15	EA	Furnish & Install 8"x 8" Tee	$ 1,216.63	$ 18,249.45	$ 787.79	$ 11,816.85	$ 890.00	$ 13,350.00	$ 1,500.00	$ 22,500.00	$ 1,158.93	$ 17,383.95	$ 1,250.00	$ 18,750.00	$ 1,300.00	$ 19,500.00	$ 700.00	$ 10,500.00
19	42	EA	Furnish & Install 8" Gate Valve	$ 2,857.31	$ 120,007.02	$ 2,555.05	$ 107,312.10	$ 2,800.00	$ 117,600.00	$ 3,750.00	$ 157,500.00	$ 2,731.07	$ 114,704.94	$ 3,000.00	$ 126,000.00	$ 2,900.00	$ 121,800.00	$ 3,100.00	$ 130,200.00
20	2	EA	Furnish & Install 10" Gate Valve	$ 3,984.21	$ 7,968.42	$ 3,571.04	$ 7,142.08	$ 3,800.00	$ 7,600.00	$ 5,500.00	$ 11,000.00	$ 4,477.57	$ 8,955.14	$ 4,000.00	$ 8,000.00	$ 4,300.00	$ 8,600.00	$ 4,100.00	$ 8,200.00
21	1	EA	Furnish & Install 10" x 6" Reducer	$ 911.01	$ 911.01	$ 472.04	$ 472.04	$ 810.00	$ 810.00	$ 2,500.00	$ 2,500.00	$ 2,695.72	$ 2,695.72	$ 1,000.00	$ 1,000.00	$ 1,100.00	$ 1,100.00	$ 1,900.00	$ 1,900.00
22	18	EA	Furnish & Install Air Release Valve	$ 7,914.24	$ 142,456.32	$ 5,418.39	$ 97,531.02	$ 7,000.00	$ 126,000.00	$ 6,500.00	$ 117,000.00	$ 11,822.32	$ 212,801.76	$ 10,000.00	$ 180,000.00	$ 6,000.00	$ 108,000.00	$ 7,500.00	$ 135,000.00
23	170	EA	Furnish & Install 8" 11.25 Degree Bend	$ 862.63	$ 146,647.10	$ 490.80	$ 83,436.00	$ 600.00	$ 102,000.00	$ 900.00	$ 153,000.00	$ 923.36	$ 156,971.20	$ 1,000.00	$ 170,000.00	$ 950.00	$ 161,500.00	$ 400.00	$ 68,000.00
24	15	EA	Furnish & Install 8" 22.5 Degree Bend	$ 880.33	$ 13,204.95	$ 509.88	$ 7,648.20	$ 630.00	$ 9,450.00	$ 925.00	$ 13,875.00	$ 1,054.65	$ 15,819.75	$ 1,000.00	$ 15,000.00	$ 990.00	$ 14,850.00	$ 400.00	$ 6,000.00
25	85	EA	Furnish & Install 8" 45 Degree Bend	$ 886.00	$ 75,310.00	$ 515.74	$ 43,837.90	$ 630.00	$ 53,550.00	$ 950.00	$ 80,750.00	$ 995.22	$ 84,593.70	$ 1,000.00	$ 85,000.00	$ 990.00	$ 84,150.00	$ 400.00	$ 34,000.00
26	1	EA	Connect to Existing Fire Hydrant, Including Tee and 6" Spool Piece	$ 4,291.50	$ 4,291.50	$ 4,793.03	$ 4,793.03	$ 5,160.00	$ 5,160.00	$ 10,000.00	$ 10,000.00	$ 6,135.34	$ 6,135.34	$ 4,000.00	$ 4,000.00	$ 4,500.00	$ 4,500.00	$ 5,000.00	$ 5,000.00
27	1	EA	Connect to Existing 10" Water Line	$ 4,041.56	$ 4,041.56	$ 11,969.59	$ 11,969.59	$ 16,200.00	$ 16,200.00	$ 15,000.00	$ 15,000.00	$ 8,816.85	$ 8,816.85	$ 10,000.00	$ 10,000.00	$ 4,000.00	$ 4,000.00	$ 12,600.00	$ 12,600.00
28	4	EA	Furnish and Install Double Water Service (Long), Including Connection to Existing Services	$ 4,131.38	$ 16,525.52	$ 3,318.45	$ 13,273.80	$ 3,100.00	$ 12,400.00	$ 6,500.00	$ 26,000.00	$ 3,464.89	$ 13,859.56	$ 5,000.00	$ 20,000.00	$ 4,000.00	$ 16,000.00	$ 6,400.00	$ 25,600.00
29	108	EA	Furnish and Install Single Water Service (Long), Including Connection to Existing Service	$ 3,500.08	$ 378,008.64	$ 3,180.13	$ 343,454.04	$ 2,900.00	$ 313,200.00	$ 4,250.00	$ 459,000.00	$ 2,464.35	$ 266,149.80	$ 3,500.00	$ 378,000.00	$ 3,900.00	$ 421,200.00	$ 6,200.00	$ 669,600.00
30	5	EA	Furnish and Install Double Water Service (Short), Including Connection to Existing Services	$ 3,808.23	$ 19,041.15	$ 2,274.22	$ 11,371.10	$ 2,400.00	$ 12,000.00	$ 3,500.00	$ 17,500.00	$ 3,062.53	$ 15,312.65	$ 5,000.00	$ 25,000.00	$ 3,600.00	$ 18,000.00	$ 3,200.00	$ 16,000.00
31	85	EA	Furnish and Install Single Water Service (Short), Including Connection to Existing Service	$ 3,076.63	$ 261,513.55	$ 2,135.89	$ 181,550.65	$ 2,300.00	$ 195,500.00	$ 3,250.00	$ 276,250.00	$ 2,308.85	$ 196,252.25	$ 3,000.00	$ 255,000.00	$ 3,500.00	$ 297,500.00	$ 3,000.00	$ 255,000.00
32	1	EA	Furnish and Install Single Water Service (Long) by Bore, Including Connection to Existing Service and 10" Waterline	$ 8,455.21	$ 8,455.21	$ 3,180.16	$ 3,180.16	$ 8,300.00	$ 8,300.00	$ 19,500.00	$ 19,500.00	$ 10,901.92	$ 10,901.92	$ 3,000.00	$ 3,000.00	$ 21,000.00	$ 21,000.00	$ 29,300.00	$ 29,300.00
33	8	EA	Cut and Cap Existing 2" Water Line	$ 2,093.51	$ 16,748.08	$ 1,672.08	$ 13,376.64	$ 90.00	$ 720.00	$ 1,000.00	$ 8,000.00	$ 1,470.13	$ 11,761.04	$ 2,500.00	$ 20,000.00	$ 700.00	$ 5,600.00	$ 1,600.00	$ 12,800.00
34	2	EA	Cut and Cap Existing 2.5" Water Line	$ 2,097.05	$ 4,194.10	$ 1,674.94	$ 3,349.88	$ 100.00	$ 200.00	$ 1,000.00	$ 2,000.00	$ 1,864.50	$ 3,729.00	$ 2,500.00	$ 5,000.00	$ 750.00	$ 1,500.00	$ 1,900.00	$ 3,800.00
35	2	EA	Cut and Cap Existing 6" Water Line	$ 3,811.46	$ 7,622.92	$ 1,816.45	$ 3,632.90	$ 2,200.00	$ 4,400.00	$ 1,500.00	$ 3,000.00	$ 2,040.68	$ 4,081.36	$ 4,000.00	$ 8,000.00	$ 800.00	$ 1,600.00	$ 2,700.00	$ 5,400.00
36	10	EA	Furnish and Install Autoflush Assembly. Complete For	$ 8,684.42	$ 86,844.20	$ 7,514.15	$ 75,141.50	$ 11,800.00	$ 118,000.00	$ 8,500.00	$ 85,000.00	$ 7,080.10	$ 70,801.00	$ 15,000.00	$ 150,000.00	$ 5,700.00	$ 57,000.00	$ 7,200.00	$ 72,000.00
37	100	EA	Furnish and Install Fire Hydrant Assembly	$ 9,794.84	$ 979,484.00	$ 6,413.88	$ 641,388.00	$ 10,000.00	$ 1,000,000.00	$ 7,750.00	$ 775,000.00	$ 8,178.53	$ 817,853.00	$ 10,000.00	$ 1,000,000.00	$ 8,000.00	$ 800,000.00	$ 7,700.00	$ 770,000.00
38	100%	LS	For Furnishing All Materials, Equipment, Tools and Labor Necessary for Pressure Testing Water Pipe, Including Any	$ 23,495.13	$ 23,495.13	$ 52,910.74	$ 52,910.74	$ 72,000.00	$ 72,000.00	$ 30,000.00	$ 30,000.00	$ 11,134.70	$ 11,134.70	$ 100,000.00	$ 100,000.00	$ 30,000.00	$ 30,000.00	$ 100,000.00	$ 100,000.00
39	26,000	SY	Furnish and Install Hydromulch Seeding	$ 1.12	$ 29,120.00	$ 1.78	$ 46,280.00	$ 1.00	$ 26,000.00	$ 4.00	$ 104,000.00	$ 1.14	$ 29,640.00	$ 1.50	$ 39,000.00	$ 6.00	$ 156,000.00	$ 1.00	$ 26,000.00
40	1	EA	Remove and Replace Existing 24-inch RCP SET	$ 5,105.21	$ 5,105.21	$ 1,997.80	$ 1,997.80	$ 3,000.00	$ 3,000.00	$ 5,000.00	$ 5,000.00	$ 4,967.49	$ 4,967.49	$ 30,000.00	$ 30,000.00	$ 3,600.00	$ 3,600.00	$ 9,200.00	$ 9,200.00
41	110,000	SY	Furnish and Install Single Course Chip Seal with Fog Seal	$ 7.46	$ 820,600.00	$ 7.22	$ 794,200.00	$ 18.60	$ 2,046,000.00	$ 13.00	$ 1,430,000.00	$ 8.55	$ 940,500.00	$ 9.00	$ 990,000.00	$ 8.00	$ 880,000.00	$ 7.70	$ 847,000.00
42	100%	LS	City of Georgetown Force Account	$ 150,000.00	$ 150,000.00	$ 150,000.00	$ 150,000.00	$ 150,000.00	$ 150,000.00	$ 150,000.00	$ 150,000.00	$ 150,000.00	$ 150,000.00	$ 150,000.00	$ 150,000.00	$ 150,000.00	$ 150,000.00	$ 150,000.00	$ 150,000.00
TOTAL BID AMOUNT - (ITEMS 1 - 42)					**$ 9,614,692.11**		**$ 9,668,992.66**		**$ 10,229,580.00**		**$ 10,590,250.00**		**$ 10,804,329.58**		**$ 11,649,550.00**		**$ 12,553,500.00**		**$ 12,991,120.00**
Did Bidder Acknowledge Addendum No. 1 & 2				YES		YES		YES		YES		YES		YES		YES		YES	
Did Bidder provide Section #00400 & #00410?				YES		YES		YES		YES		YES		YES		YES		YES	

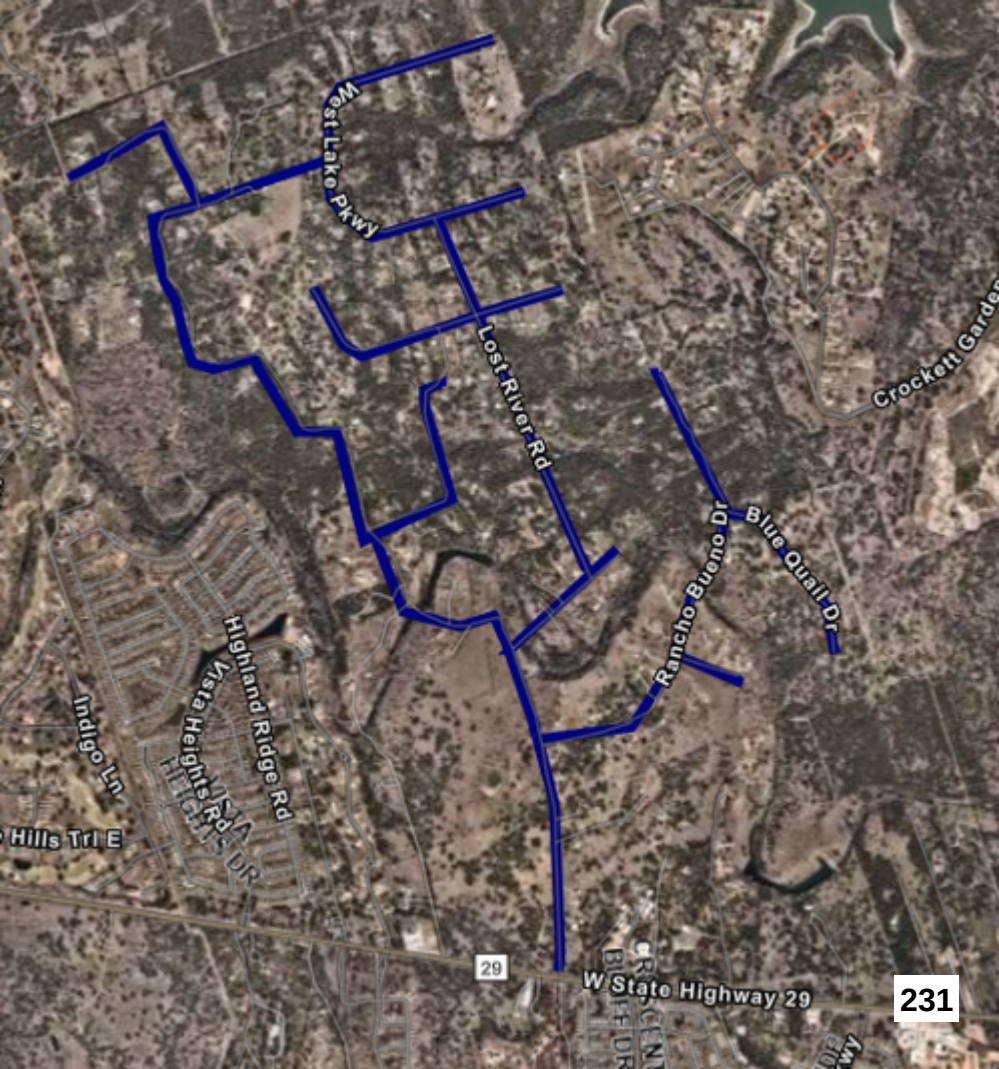
I hereby certify that this is a correct and true tabulation of all bids received

August 31, 2026

Alvin R "Trae" Sutton, III, PE, CFM — Date
Kasberg, Patrick & Associates, LP

STATE OF TEXAS
ALVIN R. SUTTON, III
96530
LICENSED
PROFESSIONAL ENGINEER

*Extended Amount Corrected


West Lake Pkwy
Lost River Rd
Rancho Bueno Dr
Blue Quail Dr
Crockett Garde
Highland Ridge Rd
Vista Heights Rd
Indigo Ln
Hills Trl E
29
W State Highway 29
231

City of Georgetown, Texas
City Council
October 27, 2026

SUBJECT:
Fourth Amendment to Task Order 18-001-TO with Walker Partners, LLC. for the Berry Creek Interceptor Project

SUGGESTED ACTION:
Consideration and possible action to approve the Fourth Amendment to Task Order 18-001-TO with Walker Partners, LLC. for professional services related to the Berry Creek Interceptor Project in the amount of $99,763.23 -- Wesley Wright, P.E., Systems Engineering Director

ITEM SUMMARY:
In October 2017 the City Council approved a task order for professional services for Preliminary Engineering, Final Design, Bidding and Construction Services for the Berry Creek Interceptor Project. Additional task order amendments included additional design, bidding, resident project representative, value engineering negotiations and construction services for the Berry Creek Interceptor.

This fourth amendment provides supplemental engineering services to support the City in resolving contractor claims on the Berry Creek Interceptor project. The scope includes preparing responses to the final claims submitted by the contractor under Article 16 (Dispute Resolution) of the construction contract and meeting with City staff to review those responses.

The amendment also provides mediation support services. These include attending up to five (5) meetings with City staff, attending up to two (2) working days of mediation, and assisting the City Attorney in preparing the City's presentation for mediation.

As of today, the Berry Creek Interceptor project is complete, tested, and in service.

STAFF RECOMMENDATIONS:
Staff recommends approval of the fourth Amendment to Task Order 18-001-TO with Walker Partners, LLC. professional services related to the Berry Creek wastewater interceptor project in the amount of $99,763.23.

FINANCIAL IMPACT:
Funds for this expenditure are available in the Wastewater CIP Budget

SUBMITTED BY:
David Herzog, Systems Engineering

ATTACHMENTS:
Walker Task Order WPL-18-001-TO Fourth Amendment.pdf

EXHIBIT K, consisting of _____ pages, referred to in and part of the Master Services **Agreement between Owner and Walker Partners, LLC ("Engineer") for Professional Services** – Task Order Edition dated March 23, 2016.

Fourth Amendment to Task Order No. 18-001-TO

1. Specific Project Data:

   A. Title: Berry Creek Wastewater Interceptor

   B. Description: The design of three (3) miles of 48-inch sanitary sewer around Berry Springs Park and Preserve.

   C. City of Georgetown Project Number: _____

   D. City of Georgetown General Ledger Account No.: _____

   E. City of Georgetown Purchase Order No.: 3800692

   F. Master Services Agreement, Contract Number: 18-0001-MSA

2. Nature of Amendment

   ☒ Additional Services to be performed by Engineer

   ☒ Modifications to Services of Engineer

   ☒ Modifications to Payment to Engineer

   ☒ Modifications to Time(s) for rendering Services

3. Description of Modifications

   A. Engineer shall perform the following Additional Services: *See attached Scope of Work.*

   B. The Scope of Services currently authorized to be performed by Engineer is accordance with the Task Oder and previous Amendment, if any, is modified as follows: *See attached Scope of Work.*

   C. The responsibilities of Owner are modified as follows: *None.*

   D. For the Additional Services or the modifications to Services set forth above, Owner shall pay Engineer the following additional or modified compensation shown in the following table. Additional Services shall be paid on a lump sum fee basis unless marked with an asterisk (*). Additional Services marked with an asterisk (*) will be paid on a standard hourly rates basis of payment.

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Berry Creek Wastewater Interceptor				
Phase	**Basic Engineering Services**	**Current Fee**	**Amendment #4 Fee**	**Amended Total Fee**
20	Route Study & Concept Design (Gravity Interceptor)	$156,730.00	$0.00	$156,730.00
22	Meetings (WilCo, City, TxDOT)	$35,310.00	$0.00	$35,310.00
30	Preliminary Design Phase (50% Design)	$304,690.00	$0.00	$304,690.00
40	Final Design Phase (100% Design)	$475,835.00	$0.00	$475,835.00
50	Bidding Phase	$35,000.00	$0.00	$35,000.00
55	Permitting (WilCo, TXDOT & TCEQ)	$50,805.00	$0.00	$50,805.00
60	Construction Administration	$345,400.00	($400.00)	$345,000.00
	Basic Engineering Services Subtotal =	**$1,403,770.00**	**($400.00)**	**$1,403,370.00**
Phase	**Supplemental Services**	**Current Fee**	**Amendment #4 Fee**	**Amended Total Fee**
11	Boundary Verification Survey	$111,300.00	$0.00	$111,300.00
12A	Control Survey	$23,100.00	$0.00	$23,100.00
12B	Topographic and Tree Survey	$82,000.00	$0.00	$82,000.00
16	Easement Document Preparation*	$113,600.00	$0.00	$113,600.00
17	Stake Concept Alignment	$54,100.00	$0.00	$54,100.00
21	Alternative Analysis (On-Site Treatment Plant)	$46,480.00	$0.00	$46,480.00
65	Construction Staking	$25,000.00	$0.00	$25,000.00
80	TPWD Chapter 26 Hearing Support	$42,500.00	$0.00	$42,500.00
81	Value Engineering Support*	$75,000.00	($1,360.34)	$73,639.66
83	Contractor Claims*	$0.00	$36,949.69	$36,949.69
84	Mediation Support*	$0.00	$77,500.00	$77,500.00
100	Title Reports*	$0.00	$0.00	$0.00
101	SWCA - Environmental, Cultural, Geological*	$314,310.14	($13,326.12)	$300,984.02
102	TRG - Subsurface Utility Exploration	$21,111.88	$0.00	$21,111.88
103	Schnabel - Trenchless Subconsultant Support*	$1,160,962.61	$400.00	$1,161,362.61
104	Terracon - Geotechnical Engineering	$79,985.00	$0.00	$79,985.00
	Supplemental Services Subtotal =	**$2,149,449.63**	**$100,163.23**	**$2,249,612.86**
	TOTAL FEE =	**$3,553,219.63**	**$99,763.23**	**$3,652,982.86**
Note: Services marked with an asterisk (*) will be invoiced on a standard hourly rates basis.				

E. The schedule for rendering Services is modified as follows: *Completion of mediation support and construction administration is anticipated to be no later than February 26, 2027.*

F. Other portions of the Task Order (including previous Amendments, if any) are modified as follows: *None.*

4. Attachments [if any]: *Scope of Work*

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Terms and Conditions: Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement and the Task Order not modified by this or previous Amendments remain in effect. The Effective Date of this Task Order Amendment is_____.

OWNER:

By: _____

Name: Josh Schroeder

Title: Mayor, City of Georgetown

ENGINEER:

By: Joseph W Jenkins

Name: Joseph W. Jenkins, P.E.

Title: Senior Vice President

Engineer License or Firm's Certificate No. F-8053

State of: Texas

APPROVED AS TO FORM:

_____

_____

City Attorney

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Walker Partners
engineers | surveyors
6504 Bridge Point Pkwy., Suite 200
Austin, Texas 78730

Berry Creek Wastewater Interceptor
City of Georgetown
Fourth Amendment to Task Order No. 18-001-TO
Scope of Work

II. SUPPLEMENTAL SERVICES

N. Contractor Claims (Phase 83)

1. Prepared responses to final claims submitted by contractor under Article 16 – Dispute Resolution.
2. Attended one (1) meeting with Owner to review responses to final claims.

O. Mediation Support (Phase 84)

1. Attend up to five (5) meetings with Owner, assuming each meeting is no more than two (2) hours for budgeting purposes.
2. Attend up to two (2) working days of mediation, assuming mediation is no more than eight (8) hours for budgeting purposes.
3. Provide support to Owner's Attorney that is preparing a presentation for the mediation, assuming up to 120 hours for budgeting purposes.

III. EXCLUSIONS

The following items are excluded from this proposal. If there are questions about any services not listed here, they shall be clarified prior to approval and acceptance of this proposal.

The proposed engineering services do not include the following:

- Depositions, expert witness testimony, discovery and trial support

City of Georgetown, Texas
City Council
October 27, 2026

SUBJECT:
Emergicon EMS Billing

SUGGESTED ACTION:
Consideration and possible action to approve an Agreement with Emergicon, LLC for ambulance and emergency services third-party billing and accounts receivable management specialized services -- John Sullivan, Fire Chief

ITEM SUMMARY:
Pursuant to Ordinance No. 2014-41 amending Chapter 2.28 entitled “Fire Department,” the Fire Chief has been authorized to bill for emergency medical services to assist with the billing/collection process. This agreement between the City of Georgetown and Emergicon, LLC is to utilize specialized professional ambulance billing services and accounts receivable management. The agreement ensures that Emergicon, LLC will appropriately safeguard protected health information (PHI).

FINANCIAL IMPACT:
5% of net collections

SUBMITTED BY:
Monica Heyward, Fire Department

ATTACHMENTS:
27-0022-SC Emegicon [vendor signed].pdf

AGREEMENT BETWEEN
CITY OF GEORGETOWN
AND
EMERGICON, LLC

This Agreement is entered into between the City of Georgetown, a Texas Municipal Home-Rule Corporation (the "City") and Emergicon, LLC a Texas Corporation (the "Contractor"), whereby Contractor agrees to perform and the City agrees to pay for the work described herein (the "Agreement"). This Agreement shall have an effective date of _____.

RECITALS

WHEREAS, pursuant to Chapter 791 of the Texas Government Code, the City has the legal authority to "piggyback" onto a contract procured by another governmental entity when seeking to utilize the same or similar services provided for in said contract in the interest of the public;

WHEREAS, the City of Euless has contracted with the Contractor to provide the same or similar services as outlined in Exhibit 1;

WHEREAS, the City provides emergency and/or non-emergency ambulance services for which it is eligible for payment or reimbursement by patients, insurance carriers, governmental agencies, employers, and others;

WHEREAS, the Contractor is engaged in the business of providing third-party billing and accounts receivable management specialized services for ambulance and emergency service organizations;

WHEREAS, the City desires to utilize the Contractor for billing and claims management services for its organization;

WHEREAS, the Contractor is willing to provide such specialized services upon the terms and conditions provided in this Agreement; and

THEREFORE, in consideration of the mutual promises contained in this Agreement, and other good and valuable consideration, the sufficiency of which is acknowledged, the parties, intending to be legally bound, agree as follows:

ARTICLE I
SCOPE OF SERVICES

This Contract is for Medical Billing and Related Services, Accounts Receivable, Medical Records Requests, Fire Department Billing and other services as described in and as amended by Exhibit 2. Except as amended in Exhibit 2, the scope and details of the work to be provided to the City by Contractor are set forth in Exhibit 1 and is incorporated as though fully set forth herein by reference (the "Work"). Except as amended in Exhibit 2, Contractor agrees to perform or cause the performance of all the work described in Exhibit 1.

ARTICLE II
PAYMENT

2.1 The City will pay the Contractor a fixed fee of the total amount collected as stated in Exhibit 1 except as amended here:

2.2 The City will pay the Contractor a percentage of the total amount collected in consideration of the Medical Billing and Related Services, Accounts Receivable, and Responding to Requests for Medical Records services performed, the City will pay the Contractor a percentage of the total amount collected. The Contractor will be paid monthly upon receipt a detailed account invoice. Payment will be based on a percentage of net sums received (gross receipts less refunds) by the City for deposit and upon completion of the work and written acceptance by the City. There is no charge for travel and training related expenses. There is no up charge for credit cards.

DESCRIPTION	UNIT PRICE
Base Commission Rate EMS Claims	5%
Recovery Rate (After 150 days)	16%
EMERIFIRE Fire Claims	15%

2.3 Texas Ambulance Service Supplemental Payment Program (TASSPP)

2.3.1 Supplemental Payment Program Services. In consideration of the professional services performed by Contractor under the terms of this Agreement for the Supplemental Payment Program Services, the City shall pay Contractor for services performed according to a tiered fee structure. The fee paid by the City will be based on the City's total Medicaid and uninsured charges for the corresponding federal fiscal year for the claim for supplemental reimbursement.

2.3.2 Tiered Pricing Structure for Supplemental Payment Program Contracted Services:

Medicaid & Uninsured Charges for Fiscal Year	Contingency Fee
> $2,000,000	6%
> $1,000,000 to $2,000,000	9%
> $500,000 to $1,000,000	12%
$0 to $500,000	15%

2.3.3 The contingency fee will be charged based on the new revenues realized through the supplemental payment program.

2.4 The Parties have agreed that there is no not to exceed amount applicable to this Agreement.

2.5 Payment Application. Within fifteen days (15) calendar days of completion of the services, the Contractor will submit its payment application to the City.

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

ARTICLE III
CHANGE ORDERS

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

ARTICLE IV
TIME OF PERFORMANCE

4.1 Except as provided in Article XI hereinbelow, the term of this Contract shall be for one (1) year from the effective date of this Contract. Thereafter, upon the mutual consent of both parties, including budget approval by the City, this Contract may be renewed on an annual basis, under the same terms and conditions, for up to three (3) additional one (1) year terms for a total of four (4) years. If, for any reason, the City of Georgetown does not appropriate the funds to continue the contract, the contract shall become null and void and shall terminate. If, for any reason, the City of Euless terminates their contract, this Agreement shall continue month-to-month under the same terms and conditions.

4.2 Time is of the essence of this Contract. The Contractor shall be prepared to provide the Work in the most expedient and efficient manner possible in order to complete the work by the times specified.

4.3 Contractor promises to work closely with the City Manager or his designee (the "Project Manager") or other appropriate City officials. Contractor agrees to perform any and all Project-related tasks reasonably required of it by the City in order to fulfill the purposes of the Work to be performed. The Work of Contractor under this Contract may be authorized by the Project Manager in various phases as set forth in Exhibits 1 and 2.

ARTICLE V
INDEPENDENT CONTRACTOR AND NONSOLICITATION

5.1 Independent Contractor. In all activities or work performed hereunder, the Contractor is an independent contractor and not an agent or employee of the City. The Contractor, as an independent contractor, shall be responsible for the final product contemplated under this Contract. Except for materials furnished by the City, the Contractor shall supply all materials, equipment and labor required for the execution of the Work on the Project. The Contractor shall have ultimate control over the execution of the Work under this Contract. The Contractor shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees and subcontractors, and the City shall have no control of or supervision over the employees of the Contractor or any of the Contractor's subcontractors except to the limited extent provided for in this Contract. Contractor shall be liable for any misrepresentations. Any negotiations by the Contractor on the City's behalf are binding on the City only when within the Scope of Work contained herein and approved by the City.

5.2 Non-solicitation. Contractor recognizes and understands that it will be interacting with City employees when performing Work under this Contract, and that it may cause irreparable harm to

the City should one or more City employees perform work for Contractor either directly or indirectly. Because of this, Contractor agrees that it shall not directly or indirectly, personally or through others, solicit or encourage, or attempt to solicit or encourage on Contractor's own behalf or on behalf of any other person or entity for hire or use the work of any employee or other contractor of the City or any of City's agents or officials. Contractor agrees to adhere to this requirement for a minimum of one year following termination of this Contract. This provision shall survive termination of this Contract.

ARTICLE VI
AUTHORIZATION

6.1 The City shall direct Contractor to commence Work on the Project by sending Contractor a "letter of authorization" to begin Work on the Project.

6.2 Upon receipt of the letter of authorization to begin Work on the implementation of the Project, Contractor shall meet with the City for the purpose of determining the nature of the Project, including but not limited to the following: meeting with the City's staff to coordinate Project goals, schedules, and deadlines; coordinating data collection; briefing the City's management staff; documenting study assumptions, methodologies and expectations; devising the criteria to be met for both interim goals and final completion of the Work.

6.3 Contractor shall consult with the City and may, in some limited circumstances, act as the City's representative, but it is understood and agreed by the parties that for all purposes related to this Contract, Contractor shall be an independent contractor at all times and is not to be considered either an agent or an employee of the City.

ARTICLE VII
WARRANTY

7.1 As an experienced and qualified professional, Contractor warrants that the Work provided by Contractor reflects high professional and industry standards, procedures, and performances. Contractor warrants the design, preparation of drawings, the designation or selection of materials and equipment, the selection and supervision of personnel, the fitness and operation of its recommendations, and the performance of other work under this Contract, pursuant to a high standard of performance in the field in which Contractor works. Contractor warrants that it will exercise diligence and due care and perform in a good and workmanlike manner all of the work pursuant to this Contract. Approval or acceptance by the City of any of Contractor's work product under this Contract shall not constitute, or be deemed, a release of the responsibility and liability of Contractor, its employees, agents, or associates for the exercise of skill and diligence necessary to fulfill Contractor's responsibilities under this Contract. Nor shall the City's approval or

acceptance be deemed to be the assumption of responsibility by the City for any defect or error in the Project's Work products prepared by Contractor, its employees, associates, agents, or subcontractors.

7.2 Contractor shall keep the City informed of the progress of the Work and shall guard against any defects or deficiencies in its work.

7.3 Contractor shall be responsible for using due diligence to correct errors, deficiencies or unacceptable Work. Contractor shall, at no cost to the City, remedy any errors, deficiencies or any Work found unacceptable, in the City's sole discretion, as soon as possible, but no longer than fifteen (15) calendar days after receiving notice of said errors, deficiencies or unacceptable Work.

7.4 Contractor's work product shall be the exclusive property of the City. Upon completion or termination of this Contract, Contractor shall promptly deliver to the City all records, notes, data, memorandum, models, and equipment of any nature that are within Contractor's possession or control and that are the City's property or relate to the City or its business.

ARTICLE VIII
INDEMNIFICATION AND RELEASE

8.1 INDEMNITY. THE CONTRACTOR AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY, ITS OFFICERS, EMPLOYEES, VOLUNTEERS AND AGENTS (SEPARATELY AND COLLECTIVELY REFERRED TO IN THIS PARAGRAPH AS "INDEMNITEE"), FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, JUDGMENTS, SETTLEMENTS MADE BY INDEMNITEE, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, ATTORNEY'S FEES, AND OTHER REASONABLE COSTS FOR DAMAGE TO OR LOSS OF USE OF ANY PROPERTY, FOR INJURIES TO, OR SICKNESS OR DEATH OF ANY PERSON, INCLUDING BUT NOT LIMITED TO CONTRACTOR, ANY OF ITS SUBCONTRACTORS OF ANY TIER, OR OF ANY EMPLOYEE OR INVITEE OF CONTRACTOR OR OF ANY SUCH SUBCONTRACTORS, THAT IS CAUSED BY, ARISES OUT OF, RELATED TO, OR IN CONNECTION WITH, THE NEGLIGENCE OF AND/OR NEGLIGENT PERFORMANCE OF THIS CONTRACT BY CONTRACTOR OR BY ANY SUCH SUBCONTRACTORS OF ANY TIER, UNDER THIS CONTRACT. THERE SHALL BE NO ADDITIONAL INDEMNIFICATION OTHER THAN AS SET FORTH IN THIS SECTION. ALL OTHER PROVISIONS REGARDING THE SAME SUBJECT MATTER SHALL BE DECLARED VOID AND OF NO EFFECT.

8.2 IT IS AGREED WITH RESPECT TO ANY LEGAL LIMITATIONS NOW OR HEREAFTER IN EFFECT AND AFFECTING THE VALIDITY OR ENFORCEABILITY OF THE INDEMNIFICATION OBLIGATION UNDER PARAGRAPH 8.1, SUCH LEGAL LIMITATIONS ARE MADE A PART OF THE INDEMNIFICATION OBLIGATION AND SHALL OPERATE TO AMEND THE INDEMNIFICATION OBLIGATION TO THE MINIMUM EXTENT NECESSARY TO BRING THE PROVISION INTO CONFORMITY WITH THE REQUIREMENTS OF SUCH LIMITATIONS, AND AS SO MODIFIED, THE INDEMNIFICATION OBLIGATION SHALL CONTINUE IN FULL FORCE AND EFFECT.

8.3 RELEASE. THE CONTRACTOR RELEASES, RELINQUISHES, AND DISCHARGES THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS AND EMPLOYEES FROM ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, INCLUDING THE COST OF DEFENSE THEREOF, FOR ANY INJURY TO, SICKNESS OR DEATH OF THE CONTRACTOR OR ITS EMPLOYEES AND ANY LOSS OF OR DAMAGE TO ANY PROPERTY OF THE CONTRACTOR OR ITS EMPLOYEES THAT IS CAUSED BY OR ALLEGED TO BE CAUSED BY, ARISES OUT OF, OR IS IN CONNECTION WITH THE CONTRACTOR'S WORK TO BE PERFORMED HEREUNDER. BOTH THE CITY AND THE CONTRACTOR EXPRESSLY INTEND THAT THIS RELEASE SHALL APPLY REGARDLESS OF WHETHER SAID CLAIMS, DEMANDS, AND CAUSES OF ACTION ARE COVERED, IN WHOLE OR IN PART, BY INSURANCE AND IN THE EVENT OF INJURY, SICKNESS, DEATH, LOSS, OR DAMAGE SUFFERED BY THE CONTRACTOR OR ITS EMPLOYEES, BUT NOT OTHERWISE, THIS RELEASE SHALL APPLY REGARDLESS OF WHETHER SUCH LOSS, DAMAGE, INJURY, OR DEATH WAS CAUSED IN WHOLE OR IN PART BY THE CITY, ANY OTHER PARTY RELEASED HEREUNDER, THE CONTRACTOR, OR ANY THIRD PARTY. THERE SHALL BE NO ADDITIONAL RELEASE OR HOLD HARMLESS PROVISION OTHER THAN AS SET FORTH IN THIS SECTION. ALL OTHER PROVISIONS REGARDING THE SAME SUBJECT MATTER SHALL BE DECLARED VOID AND OF NO EFFECT.

ARTICLE IX
INSURANCE

9.1 General. The Contractor shall procure and maintain at its sole cost and expense for the duration of this Contract insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, volunteers, employees or subcontractors. The policies, limits and endorsements required are as set forth below:

9.2 Types. During the term of this Contract Contractor's insurance policies shall meet the minimum requirements of this section.

9.2.1 Commercial General Liability.
9.2.2 Business Automobile Liability.
9.2.3 Workers' Compensation/Employer's Liability.
9.2.4 Professional Liability.
9.2.5 Cyber Liability.

9.3 Certificates of Insurance. For each of these policies, the policy shall be endorsed to show the Contractor's insurance coverage as primary with respect to the City, its officials, agents, employees and volunteers. Any insurance or self-insurance carried or obtained by the City, its officials, agents, employees or volunteers, shall be considered in excess of the Contractor's insurance and shall not contribute to it. No term or provision of the indemnification provided by the Contractor to the City pursuant to this Contract 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 Contract, on the most current State of Texas Department of Insurance-approved forms, attached hereto as **Exhibit 4**, and approved by the City before work commences.

9.4 Additional Insurance. The Contractor shall include all subcontractors as Additional Insureds under its policies, or shall furnish separate certificates and endorsements for each subcontractor. Coverages for subcontractors shall be subject to all requirements stated herein.

9.5 General Requirements Applicable to All Policies. The following General requirements applicable to all policies shall apply:

9.5.1 Only licensed insurance carriers authorized to do business in the State of Texas shall be accepted.

9.5.2 Deductibles shall be listed on the certificate of insurance and are acceptable only on an “occurrence” basis.

9.5.3 “Claims made” policies are not accepted, except for Professional Liability insurance.

9.5.4 Coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits of liability except after thirty (30) calendar days written notice has been given to the City of Georgetown.

9.5.5 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:

9.5.5.1 The licensed insurance company is authorized to do business in the State of Texas.

9.5.5.2 The insurance policy is underwritten on forms provided by the Texas State Board of Insurance or ISO.

9.5.5.3 All endorsements and coverages are included according to the requirements of this Contract.

9.5.5.4 The form of notice of cancellation, termination, or change in coverage provisions are specified in this attachment.

9.5.6 The City of Georgetown, its officials, agents, employees, and volunteers are to be named 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, agents, employees, and volunteers.

9.6 Commercial General Liability Requirements. The following Commercial General Liability requirements shall apply:

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

9.6.2 Minimum limits of liability of $1,000,000 per occurrence per project with a $2,000,000 annual aggregate limit.

9.6.3 Coverage shall be at least as broad as Insurance Service's Office (ISO) Number CG 00 01.

9.6.4 No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for the City's review and acceptance.

9.6.5 The coverage shall not exclude: premises/operations; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein); and Host Liquor Liability.

9.6.6 The City shall be named as Additional Insured and policies endorsed to waive rights of subrogation and to be primary and non-contributory with regard to any self- insurance or insurance policy held by the City.

9.7 Business Automobility Liability Requirements. The following Business Automobile Liability requirements shall apply:

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

9.7.2 Minimum Combined Single Limit of $1,000,000 per occurrence for bodily injury and property damage.

9.7.3 The Business Auto Policy must show Symbol I in the Covered Autos portion of the liability section in Item 2 of the declarations page.

9.7.4 The coverage shall include owned, leased or rented autos, non-owned autos, any autos and hired autos.

9.8 Workers' Compensation/Employer's Liability Insurance Requirements. The Workers' Compensation/Employer's Liability insurance shall include the following terms:

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

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

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

9.9 Professional Liability Requirements. The following Professional Liability requirements shall apply:

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

9.9.2 Minimum limits of liability of $1,000,000 per occurrence and $2,000,000 aggregate, with a maximum deductible of $100,000 unless otherwise agreed in writing by both parties. Financial statements shall be furnished to the City upon request.

9.9.3 Contractor must continuously maintain professional liability insurance with prior acts coverage for a minimum of two years after completion of the Project or termination of this Contract, as may be amended, whichever occurs later. Coverage under any renewal policy shall include a retroactive date that precedes the earlier of the effective date of this Contract or the first performance of work for the Project. The purchase of an extended discovery period or an extended reporting period on this policy will not be sufficient to comply with the obligations hereunder.

9.10 Cyber Liability. Minimum limits of $5,000,000 for third party losses. Coverage must include:

9.10.1 Event Management;
9.10.2 Unauthorized Access/use;
9.10.3 Computer Virus;
9.10.4 Denial of Service Attack;
9.10.5 Libel, Cyber-libel, Slander, Product Disparagement;
9.10.6 Violation of Right of Privacy;
9.10.7 Regulatory Costs;
9.10.8 Privacy Costs- Privacy Injury and Identity Theft;
9.10.9 Programming Errors & Omissions Liability;
9.10.10 Replacement or Restoration of Electronic Data (First Person);
9.10.11 Extortion Threats;
9.10.12 Business Income and Extra Expense (to $1 million);
9.10.13 Public Relations Expense; and
9.10.14 Security Breach Expense.

ARTICLE X
TECHNOLOGY REQUIREMENTS

10.1 Cloud Provider. When some or all of the Contractor's Work involves being a Cloud Provider, the following shall apply:

10.1.1 Security Policies and Procedures. The Contractor shall provide the City with copies of its information security policies and procedures within three (3) business days upon City's request covering:

10.1.1.1 Data Classification and privacy;
10.1.1.2 Security training and awareness;
10.1.1.3 Systems administration, patching and configuration;
10.1.1.4 Incident response;

10.1.1.5 Managing workstations, mobile devices and antivirus applications;
10.1.1.6 Backups, disaster recovery and business partners and contractors;
10.1.1.7 Audit and testing schedules;
10.1.1.8 Requirements for third-party business partners and contractors;
10.1.1.9 Compliance with information security or privacy laws, rules, regulations or standards;
10.1.1.10 Evidence of background checks that support security of sensitive or confidential information;
10.1.1.11 Disclosure of previous data breaches; and
10.1.1.12 Any other relevant information regarding security policies or procedures.

10.1.2 Industry Best Practices. Contractor must provide all services using the best commercially-available security technology and techniques according to industry best practices and standards; including those relating to fraud prevention and detection and any other inappropriate system and network use or access, including:

10.1.2.1 Providing secure (SSL, HTTPS, or similar) access to all levels of users as defined by the City via the internet;

10.1.2.2 Having controls meeting applicable laws and the latest Framework for Improving Critical Infrastructure Cyber security from National Institute of Standards and Technology (NIST) or compatible industry security frameworks;

10.1.2.3 Completely testing and applying patches for hardware bios/firmware, bare metal operating systems (e.g. VMware ESXi), virtualized server operating systems, and software products before release; and

10.1.2.4 Having all servers providing work to the City solely physically located within the continental United States of America. Contractor must house all servers and equipment in an operational environment meeting industry standards including a climate- controlled room with a fire and security hazard detection system and a network and electrical redundancy system, including backup Uninterruptable Power Supply (UPS) and automatic fail-over stand-by generators and physical security.

10.1.3 Data Breach.

10.1.3.1 Notice. Contractor must immediately notify the City by telephone and email no later than twenty-four (24) hours ifthere is a reasonable probability ofa

data security incident. Contractor must send a written letter following up on the data security incident within forty- eight (48) hours following a data breach. The Contractor must:

10.1.3.1.1 Cooperate with the City's request to investigate and resolve the incident in a timely manner;

10.1.3.1.2 Promptly implement necessary remedial measures; and

10.1.3.1.3 Document responsive actions taken related to the data breach, including any post- incident review and actions taken to make changes in business practices in providing the work, if necessary.

10.1.3.2 Contractor Agreement Breach. If a data breach results from Contractor's breach of the Contract, Contractor must:

10.1.3.2.1 Bear any costs associated with the investigation and resolution of the data breach;

10.1.3.2.2 Notify individuals, regulators, and all others required by Identity Theft Enforcement and Protection Act in the Texas Business and Commerce Code, Chapter 521, Unauthorized Use of Identifying Information;

10.1.3.2.3 Engage a credit monitoring service or identity protection service;

10.1.3.2.4 Publish a website or toll-free number and call center for affected individuals as required by state or federal law;

10.1.3.2.5 Complete all corrective actions as reasonably determined based on root cause; and

10.1.3.2.6 Send the City written findings and remedial measures from the data breach.

10.1.4 Preventive Security Procedures. Contractor must:

10.1.4.1 Provide on-going software updates as they become available complying with the defined maintenance windows. The Contractor must completely test updates; including any bug fixes, patches and other improvements;

10.1.4.2 Monitor system and error logs and perform preventive maintenance to minimize and predict system problems, including initiating and completing an appropriate response;

10.1.4.3 Conduct a third-party independent security/vulnerability assessment at its own expense at least annually and submit the results of such assessment to the City;

10.1.4.4 Agree to third-party application and vulnerability security scans and schedules;

10.1.4.5 Comply with the City's directions/resolutions to remediate security/vulnerability assessment results aligning with City Security Vulnerability Assessment Standards;

10.1.4.6 Limit logical and physical access to all system components and provide access only to those individuals with a business need for work provided. Individuals who have access to systems and data must have a criminal background check;

10.1.4.7 Annually audit the data center through an independent third-party auditor. Audit results must form part of the Contractor's applicable Service Organization Control (SOC) report. The audit results must comply with industry standard controls for data security and disaster recovery that the Contractor shall report to the City in writing; and

10.1.4.8 Take all necessary measures to protect the data and encryption keys including, but not limited to the off-site servers daily backup according to industry best practices and encryption techniques.

10.1.5 Disaster Recovery. Contractor must comply with any and all City disaster recovery and resiliency protocols to prevent system interruption. In the event of system breach, Contractor shall notify the City and restore the system within twenty-four (24) hours from discovery of breach.

10.1.6 Closeout.

10.1.6.1 Agreement Expiration. When the Agreement term expires or terminates, and at any other time at the City's written request, Contractor must promptly return to the City all intellectual and physical property subject to the Agreement including,

but not limited to system configuration data and information in file or document formats in the Contractor's possession or control.

10.1.6.2 Access. The City will have access to export and retrieve its data for no less than ninety (90) days after the Agreement expiration or termination date. The City must be able to access its data at any time during the Agreement term in a readily readable, structured and documented format, such as CSV- format or some other standard format offered by the Contractor. The Contractor must provide the City transition work after Agreement expiration or termination at Contractor's then-current and generally- charged hourly rates.

10.1.6.3 Data Removal. At the City's request upon Agreement expiration or termination, the Contractor must remove, delete, purge, overwrite or otherwise render inaccessible within a reasonable time, all City data remaining on Contractor's servers to the extent possible based on the then- current technology available. Contractor must provide the City a written and signed statement confirming data has been deleted, purged, overwritten or otherwise rendered inaccessible. The Contractor will not otherwise delete the City's data without City's prior written consent.

10.2 Background Checks. The Contractor agrees to assume all responsibility for and to perform background checks on all its employees, agents and assigns working on the Project. Such background checks include but are not limited to, criminal records and civil judgments, professional license verifications, motor vehicle records, social security number, court records, military service records, other public records reports, and verifications of employment, and education. This must be done prior to such individuals commencing their work on the Project. Contractor agrees to produce any and all background checks information as described herein when requested to the City. To the degree allowed by applicable law, City agrees to keep such information confidential.

10.3 Change Management. Any major change to the system shall be authorized and approved by the City. The changes will follow the change management process outlined by the City and in accordance with this Contract. All enhancements and upgrades shall be included in the change management scope of work. All changes will be reasonably tested by the vendor in accordance with the requirements of the City. All major upgrades with exception to emergency upgrades, such as to address a vulnerability, will be scheduled on a calendar and back-out plans presented to the City.

10.4 Work Completion. Unless explicitly provided for otherwise in this Contract or expressly mutually agreed upon by the parties in writing, the Work will be considered complete when it functions in the City's current technology environment.

ARTICLE XI
TERMINATION

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

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

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

ARTICLE XII
MISCELLANEOUS TERMS

12.1 Venue and Applicable Law. This Agreement has been made under and shall be governed by the laws of the State of Texas. The parties agree that venue, performance, and all matters related thereto shall be in Williamson County, Texas.

12.2 Notices.

CITY:

City of Georgetown
ATTN: City Manager
P.O.BOX409
Georgetown, Texas 78627
David.morgan@georgetowntexas.gov

With copy to:

City of Georgetown
ATTN: City Attorney
P.O. Box 409
Georgetown, Texas 78627
Skye.masson@georgetowntexas.gov

CONTRACTOR:

Emergicon, LLC
ATTN: Christopher Turner
98 State Hwy 205
Terrell, TX 75160 ctumer@emergicon.com

12.3 Performance of Work. Contractor, its employees, associates or subcontractors shall perform all the Work hereunder. Contractor agrees that all of its associates, employees, or subcontractors who work on this Project shall be fully qualified and competent to do the Work described hereunder. Contractor shall undertake the Work and complete it in a timely manner.

12.4 Compliance. The Contractor shall comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control Act (IRCA). The Contractor may not knowingly obtain the labor or work of an

unauthorized alien. The Contractor, not the City, must verify eligibility for employment as required by IRCA.

12.5 Waiver. No waiver by either party hereto of any term or condition of this Contract shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

12.6 Assignment. This Contract and all rights and obligations contained herein may not be assigned by Contractor without the prior written approval of the City.

12.7 Invalidity. If any provision of this Contract shall be held to be invalid, illegal or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provision or provisions of this Contract with legal terms and conditions approximating the original intent of the parties.

12.8 Prioritization. Contractor and City agree that City is a political subdivision of the State of Texas and is thus subject to certain laws. Because of this there may be documents or portions thereof added by Contractor to this Agreement that conflict with such laws, or that conflict with the terms and conditions herein. In either case, the applicable law or the applicable provision of this Contract excluding such conflicting addition by Contractor shall prevail. The parties understand this section comprises part of this Contract without necessity of additional consideration.

12.9 Entire Agreement. This Contract represents the entire and integrated agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may only be amended by written instrument approved and executed by the parties.

12.10 Bound by Terms. The parties acknowledge that they have read, understood, and intend to be bound by the terms and conditions of this Contract.

12.11 Boycott Prohibitions.

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

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

12.11.3 Contractor Certification Regarding Boycotting Energy Companies. Pursuant to Chapter 2276, Texas Government Code, Contractor certifies that either (1) Contractor is a sole proprietorship or company with fewer than ten (10) employees or (2) Contractor does not currently boycott energy companies and will not boycott energy companies during the Term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

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

12.12 List of Exhibits

Exhibit 1 – Emergicon Agreement with City of Euless

Exhibit 2 – Scope of Services

Exhibit 3 – Business Associate Agreement Between the City of Georgetown, Texas and Emergicon, LLC

Exhibit 4 – Certificates of Insurance

[signatures on the following page]

CITY OF GEORGETOWN

By: _____

Name: Josh Schroeder, Mayor

Date: _____

CONTRACTOR

By: Christopher Turner

Name, Title: Founder & CEO

Date: 10.7.26

ATTEST:

_____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

_____
Skye Masson, City Attorney

AGREEMENT FOR SPECIALIZED PROFESSIONAL AMBULANCE BILLING SERVICES

This Agreement for Specialized Professional Ambulance Billing Services (this "Agreement") is entered into this 31st day of December, 2024, by and between Emergicon, LLC, a Texas limited liability corporation and City of Euless, Texas, a Texas municipality, ("Client").

RECITALS

WHEREAS, Client provides emergency and/or non-emergency ambulance services for which it is eligible for payment or reimbursement by patients, insurance carriers, governmental agencies, employers and others;

WHEREAS, Emergicon is engaged in the business of providing third-party billing and accounts receivable management specialized professional services for ambulance and emergency medical service organizations;

WHEREAS, Client desires to utilize Emergicon for billing and claims management services for its organization; and

WHEREAS, Emergicon is willing to provide such specialized professional services upon the terms and conditions provided in this Agreement;

THEREFORE, in consideration of the mutual promises contained in this Agreement, and other good and valuable consideration, the sufficiency of which is acknowledged, the parties, intending to be legally bound, agree as follows:

1. Appointment. Client hereby engages Emergicon to perform the Specialized Professional Services described in Paragraph 2 of this Agreement and Emergicon accepts such appointment and agrees to provide Specialized Professional Services in accordance with the terms of this Agreement. Client agrees that this appointment is exclusive and that Client will not enter into any contract, agreement, arrangement or understanding with any other person or entity, the purpose of which is to provide for the same or substantially similar specialized professional services during the term of the Agreement, nor will Client bill for any transport without first giving notice to Emergicon of its intent to do so. For purposes of the appointment, the recitals set forth above are incorporated by reference and made a part of this Agreement as if set forth in their entirety.

2. Specialized Professional Services. Emergicon agrees to perform the following duties (collectively referred to as the "Services") on behalf of Client:

a. Provide Client with instructions for the submission of Required Documentation to Emergicon. For purposes of this Agreement, "Required Documentation" shall consist of prehospital patient care reports (PCRs) (also referred to as "trip sheets" or "run reports"), medical necessity certification statements (PCSs or CMNs) (required for non-emergency transports), patient authorization signatures (sometimes referred to as "assignment of benefits forms" or "signature forms"), Advance Beneficiary Notices of Non-coverage (ABNs) and other

documentation necessary for Emergicon to perform the Specialized Professional Services under this Agreement. All Required Documentation must be signed in accordance with applicable laws, regulations and payer guidelines.

b. Review the Required Documentation, based on the information supplied by Client, for completeness and eligibility for submission to request reimbursement and to verify compliance under applicable laws, regulations or payer rules, based upon Emergicon's understanding of said laws, regulations or payer rules applicable to the date the ambulance services were rendered. If any Required Documentation is missing, Emergicon will request necessary documentation from Client.

c. Promptly prepare and submit claims deemed complete and eligible for reimbursement by Emergicon in conformance with this Agreement for electronic or paper submission to the appropriate party or payer based on the information supplied by Client. In the event that Emergicon deems the Required Documentation to be incomplete or inconsistent, Emergicon will notify Client that additional information may be required to process the claim, and Emergicon will return any or all of the Required Documentation to Client that Emergicon determines may be incomplete or inaccurate and will not be responsible to submit any claims with insufficient documentation. Emergicon will make a decision regarding the appropriate coding and payer for submission of the claim based on the information supplied by Client. Client understands and acknowledges that not all accounts will satisfy the eligibility requirements of all payers, and that it might not be possible to obtain reimbursement in all cases. Emergicon makes no representation or warranty that all claims are payable or will be paid, and Client agrees to abide by Emergicon's decisions with regard to proper coding and payer based on the information provided to Emergicon by Client.

d. Promptly post payments made on Client's behalf by patients, insurers and others.

e. Unless otherwise directed by Client, make reasonable efforts for the collection of co-payments, deductibles or other patient balances, to include the preparation of invoices and a maximum of three contact attempts to patients, supplemental insurers or other financially responsible parties at industry-appropriate intervals.

f. Perform follow-up for a commercially reasonable period of time following the initial billing date on all open accounts. After this follow-up period, Emergicon will either return the accounts to Client or forward the accounts to a collection agency of Client's choosing. Client and/or its designated collection agency shall bear all costs and liabilities of collections activities and collection agency charges.

g. Provide monthly reports to Client, which include, at a minimum, cash received, accounts receivable and balance summary. Emergicon shall furnish those reports to Client.

h. Notify Client of any overpayments and/or credit balances of which Emergicon becomes aware that must be refunded by Client. Client bears sole responsibility for the refund of any overpayments or credit balances to Medicare, Medicaid, patients, or other payers

or insurers, and agrees to make such refunds when and within the time frames required by law. Emergicon may, at its option, assist Client in processing such refunds, but all refunds are to be made solely with Client's funds, and Emergicon has no responsibility to make such refunds unless and until Client transfers such funds to Emergicon for this purpose. Emergicon shall not advance funds on behalf of Client for this purpose. Client acknowledges that federal law requires that any overpayments made by Medicare or any other federal health care program be refunded within 60 days of the identification of any such overpayments.

i. If Client desires that its patients be able to pay their accounts utilizing credit cards, establish a credit card merchant account and related capabilities to permit Client's patients to pay via any major credit card. Emergicon shall in its sole discretion determine which credit cards it will accept. Any credit card processing fee shall be the responsibility of Client, unless offset by a fee to the patient.

j. Assist Client in preparing, filing and updating the information on its Medicare, Medicaid or other insurer provider enrollment forms, as well as responding to required revalidations of Client's provider enrollment status. Client bears the sole responsibility to ensure that its Medicare, Medicaid or other insurer provider enrollment forms are submitted and updated in accordance with federal and state law, regulations and policies, and that they do so in a timely manner. If Client's status as a Medicare or Medicaid provider has lapsed prior to the effective date of this Agreement, Emergicon shall re-enroll Client for an additional fee as described in paragraph 10(e).

3. Specifically Excluded Duties of Emergicon. Notwithstanding any provisions of this Agreement to the contrary, Emergicon shall *not* be responsible to:

a. Initiate or pursue litigation for the collection of past due accounts.

b. Invoice for Client's non-ambulance medical transportation services, including but not limited to mobile integrated health programs, paratransit services, wheelchair van, invalid coach services, litter vans and stretcher cars, unless specific arrangements are made otherwise.

c. Negotiate any checks made payable to Client, though Emergicon may receive funds as an agent of Client for transmittal to Client where permitted by Client;

d. Accept reassignment of any benefits payable to Client;

e. Provide legal advice or legal services to Client, any of Client's patients or payers, or anyone acting on Client's behalf;

f. Obtain any prior authorizations on behalf of Client, or obtain a Physician Certification Statement or other Certificate of Medical Necessity on behalf of Client.

4. Responsibilities of Client. Client agrees to do the following, at its sole cost and expense:

a. Provide Emergicon with all Required Documentation, as set forth in Paragraph 2(a), above, as well as the following data: Patient Name, Address, and contact phone number, Date of Birth, Date of Service, Patient Medical Condition, basis for ALS dispatch, Reason for Transport, Services Rendered (including assessments, interventions and other care), Origin and Destination with accompanying Zip Code, Transport Destination with accompanying Zip Code, Odometer Reading/Loaded Mileage (to the nearest tenth of a mile), and all relevant insurer or payer information, including identity of payer, group or plan numbers, patient's Insurance/Medicare/Medicaid Number, and all other relevant information and ensure that this data and the information contained on the Required Documentation is complete and accurate. Emergicon reserves the right to modify any Required Documentation or data at any time in accordance with new or revised payer requirements and will provide a copy of any such revisions to Client in writing. Client acknowledges that Emergicon must rely upon the accuracy and completeness of the forms, signatures and other documentation provided to it by Client to allow Emergicon to perform the Specialized Professional Services specified in this Agreement. Emergicon is not able to verify the accuracy or completeness of the Required Documentation provided by Client. By forwarding any such documentation to Emergicon, Client expressly represents and warrants that any such documentation is complete and accurate, and that Emergicon may rely upon the completeness and accuracy of any such documentation in performing its Services under this Agreement. Client bears sole responsibility for the claim submissions made by Emergicon on its behalf based upon the aforementioned documentation submitted to Emergicon by Client, and, notwithstanding any other term or provision of this Agreement, Client will, to the extent allowed by law, reimburse Emergicon, for any losses arising from billing or claim submission decisions made by Emergicon based on documentation submitted to Emergicon by Client if such documentation is later determined to be incomplete or inaccurate.

b. Maintain its qualifications to provide ambulance services, including any required local, state and/or federal licenses, permits, certificates or enrollments (collectively, "Licenses"), and to remain in good standing with Medicare, Medicaid and all other state and federal health care programs. Client shall provide copies of all current Licenses, including renewals, to Emergicon. Client shall be responsible to maintain a National Provider Identifier (NPI) number and to update the information associated with its NPI. Client expressly represents and warrants that it will not forward accounts for processing by Emergicon if the account is ineligible for payment or reimbursement, or if Client is ineligible for payment by any payers or insurers as a result of its licensure status, exclusion or other sanction with such payer or insurer, or other legal impediment, and that it will promptly notify Emergicon of any suspension or revocation of any required license, permit, certification or enrollment, or exclusion from any state or federal health care program or any change in ownership or management of Client. Failure of Client to give the notice required by this section may result in Client having to refund paid claims; Client agrees and understands that any such refund will be the sole responsibility of Client and that any fee due from Client to Emergicon for the billing of such claims will remain due and payable to Emergicon regardless of Client's repayment obligation.

c. Provide Emergicon with a copy of all required Licenses, permits, certificates and enrollments as referenced in Paragraph 4(b), and forward updates of these documents to Emergicon as they are renewed.

d. Provide Emergicon with odometer readings or other documentation of

mileage accepted by the payer on all calls reflecting loaded mileage (from the point of patient pickup to the destination) recorded in tenths of a mile as required by Medicare guidelines.

e. In accordance with appropriate payer guidelines, obtain the signature of the patient or other authorized representative of the patient or otherwise meet the ambulance signature requirements set forth at 42 C.F.R. § 424.36 on each call and forward to Emergicon as part of the Required Documentation.

f. In the event that Client operates a subscription, membership, or resident write-off program, Client represents and warrants that its program is actuarially sound in accordance with the guidance of the Office of Inspector General (OIG) and operated in accordance with any applicable state laws, regulations or guidelines. Emergicon will bill in accordance with the terms of such program, provided that Client furnishes those terms to Emergicon in writing. Client is responsible to inform Emergicon of its patients who are members or subscribers of Client's membership or subscription program. Notwithstanding any other provision of this Agreement, Client agrees to reimburse Emergicon, to the extent allowed by law, for any losses arising from Client's membership or subscription program in the event that Client's subscription or membership program is not actuarially sound as set forth in applicable OIG guidance or is not permissible under State law, regulation or policy.

g. If Client is a party to any ALS-BLS "joint billing" or "bundle billing" agreement, Client shall be responsible to provide Emergicon with a copy of such agreement. Client also agrees to submit a PCR from the other party to the joint billing agreement along with the Required Documentation.

h. Obtain a completed and valid PCS or CMN form on all trips where required by law and provide copies of all PCS or CMN forms to Emergicon as part of the Required Documentation.

i. Provide Emergicon with a copy of all Client rate schedules, contracts or agreements which pertain to Client's billing or charges for services.

j. Notify Emergicon of any or all changes in billing charges for service or changes in any of Client's billing policies or contracts not later than ten (10) days after the Client approval date of said changes.

k. Report all payments made directly to Client within twenty-four (24) hours of Client's receipt of same, excluding Saturday, Sunday, and official government holidays.

l. Cooperate reasonably with Emergicon so as to enable Emergicon to meet its obligations under this Agreement. In the event that Client's approval is required in order for Emergicon to fulfill any obligations it may have under this Agreement, Client shall not unreasonably withhold, condition or delay its approval.

m. In writing, notify Emergicon of any customized needs (reporting, scheduling, support for Texas Ambulance Supplemental Payment Program (TASPP), etc.). Client understands that the processing of customized needs may entail additional charges to Client by

Emergicon.

n. Designate a contact person or position, or official designee, authorized to represent the business interests on behalf of Client, who can promptly respond to any questions raised by Emergicon, or who can execute required forms and other documents necessary to the provision of Services by Emergicon under this Agreement.

o. Agree to permit Emergicon to provide training to Client personnel in the event that Emergicon deems such training to be necessary and/or desirable at a cost to be mutually agreed upon by the parties and paid by Client.

p. Provide electronic transfer of PCR data in an acceptable NEMSIS format to Emergicon. Client agrees to bear all cost of the development and implementation of the electronic software "bridge" as mutually agreed upon by the parties and in conjunction with Emergicon information technology personnel, representatives, or contractors.

q. To the extent allowed by law, Client will hold harmless Emergicon and each of its officers, directors, employees, attorneys, and agents from and against any and all costs, claims, losses, damages, liabilities, expenses, judgments, penalties, fines and causes of action which arise or result from:

i. Any negligent acts or omissions resulting in claims or liabilities due to an incurable breach or violation of covenant, obligation, or agreement of Client set forth in this Agreement and any incurable breach or inaccuracy of any of the representations or warranties made by Client in this Agreement or in performing its responsibilities under this Agreement.

5. Record Ownership and Access.

a. Client understands that all documentation provided to Emergicon by Client, whether in paper and/or electronic form, is for the sole and express purpose of permitting Emergicon to provide Specialized Professional Services under this Agreement. It is Client's responsibility to maintain all of its documents and business records, including copies of any documents or records provided to Emergicon ("Client-Provided Records"). Emergicon does not act as Client's records custodian.

b. As a convenience to Client, Emergicon will, during the term of this Agreement, produce patient care reports in response to routine attorney requests (with appropriate patient authorization) for such documentation, if those records are in Emergicon's possession at the time it receives such attorney request. For subpoenas, as well as any requests beyond those deemed by Emergicon to be routine attorney requests, Emergicon may forward such requests to Client for disposition. Emergicon may set a reasonable fee for such service and collect said fee for the services set forth in this paragraph. Any such fee will be the obligation of the patient or the party requesting on their behalf, and Client will not be responsible for any failure of a patient or party to pay said fee.

c. During the term of this Agreement, Emergicon shall, upon Client's written request, provide to Client, in electronic format and within 14 days of receipt of such written request, copies of any Client-Provided Records furnished to Emergicon by Client, and to any Claim Adjudication Documents generated by and received from insurers or payers in response to claims submitted by Emergicon on Client's behalf. "Claim Adjudication Documents" shall consist of the documents generated secondary to claim submission in the normal course of claim processing by payers and insurers, including Explanation of Benefits (EOB) documents, Remittance Advice (RA) documents, Medicare Summary Notice (MSN) documents, denials, and other documents of a similar type or nature.

d. Any documents, data, records, or information compiled in the course of Emergicon's provision of Specialized Professional Services under this Agreement, other than those Client-Provided Records and Claim Adjudication Documents defined in Paragraphs 5(a) and (c) above, shall be the sole and exclusive property of Emergicon and shall be considered the business and/or proprietary records of Emergicon. Emergicon shall have no obligation to furnish any such business or proprietary records of Emergicon to Client, and Client shall have a right of access only to the Client-Provided Records and Claim Adjudication Documents as defined in Paragraphs 5(a) and (c), above.

e. If Client or a third party requests any documents or records to which Client or the third party has a right of access under Paragraphs 5(a) and (c) of this Agreement, and such documents cannot be provided to Client or the third party in electronic form, Emergicon may charge Client the per-copy amount for medical records permitted under the Texas Medical Board rules at the time of Client's request.

f. Should this Agreement be terminated for any reason, all documents and records to which Client has a right of access under Paragraphs 5(a) and (c) of this Agreement shall be maintained in electronic format at a site convenient to Emergicon for a reasonable amount of time for follow-up of all open claims, but in any event not to exceed ninety (90) days following the effective date of termination of this Agreement. Electronic or paper copies, as per Paragraph 5(e) hereof, of the records to which Client has a right of access under Paragraphs 5(a) and (c) will be made available to Client, at Client's sole cost and expense, in a format acceptable to Emergicon at the Client's written request provided that Client makes such request within thirty (30) days following termination of the Agreement, and provided that Client has no outstanding invoices due to Emergicon at the time of the request. Emergicon shall have absolutely no responsibility whatsoever after termination of this Agreement to provide any monthly reports or other such Emergicon-generated reports to Client.

g. Upon termination of this Agreement, Client is responsible to notify all payers, patients, and other correspondents of its new address, phone and/or fax numbers for billing or payment purposes. Notwithstanding any other provisions of this Agreement to the contrary, Emergicon will not be responsible for mail, deliveries, faxes, messages or other communications sent in Client's name to Emergicon after a 90-day close-out period following the effective termination date of this Agreement, and Emergicon shall have no duty to accept, maintain, copy, deliver or forward any such communications to Client following termination and close-out of this Agreement.

h. Costs for copies of documents required and/or requested by Client beyond the requirement of the normal daily claim handling requirements will be invoiced to Client by Emergicon at a per copy price per the Texas Medical Board rules at the time of the request.

6. Client Accounting and Auditing Requirements. If Client requires Emergicon's assistance in Client's accounting or other internal audits, Emergicon will charge Client for said audit support services at its customary rates, to be established by Emergicon from time to time. Upon written request of Client for same, Emergicon shall furnish said rates to Client in writing prior to undertaking any work pursuant to this Paragraph.

7. Term and Termination.

a. This Agreement is for an initial term of one year, and will automatically renew for successive like terms unless terminated hereunder.

b. This Agreement may be terminated with or without cause, by either party, upon written notice to the other party with thirty (30) days' notice and a 90 day close-out period to follow.

c. This Agreement may be terminated by Emergicon immediately upon written notice to Client for any of the following reasons:

i. If Client makes an assignment indicating Client financial insecurity for the benefit of creditors, files a voluntary or involuntary petition in bankruptcy, is adjudicated insolvent or bankrupt, petitions or applies to any tribunal for the appointment of any receiver of any trustee over its assets or properties, commences any proceeding under any reorganization, arrangement, readjustment of debt or similar law or statute of any jurisdiction, whether now or hereafter in effect, or if there is commenced against the other party any such proceeding which remains un-dismissed, un-stayed, or the other party by any act or any omission to act indicated its consent to, approval of or acquiescence in any such proceeding or the appointment of any receiver or of any trustee, or suffers any such receivership or trusteeship to continue undischarged, un-stayed, or un-vacated for a period of thirty (30) days.

ii. If Client loses its license, permit or certification necessary to do business, or is excluded from any state or federal health care program.

iii. If Client fails to perform any of its responsibilities as set forth in this Agreement, fails to pay Emergicon for its Specialized Professional Services within thirty (30) days of the date such payment becomes due, takes any actions which Emergicon, in its sole discretion, determines to be unethical, illegal, immoral or non-compliant, or fails to cooperate with Emergicon in any way that prevents, impedes, obstructs, or delays Emergicon in the performance of the Specialized Professional Services set forth in this Agreement.

d. Upon termination for any reason, Emergicon shall perform follow-up on any open accounts submitted by Emergicon on Client's behalf for a period not to exceed ninety (90) days from the date of termination. Emergicon shall have no responsibility to perform such follow-up in the event Client takes any actions which prevent Emergicon from engaging in such follow-up, or in the event that Client has any unpaid balances due to Emergicon on the date of termination of this Agreement.

e. Upon termination for any reason, Client shall be responsible to pay the fees set forth in Paragraph 10(a), below, for all revenues collected by Emergicon on Client's behalf and for all claims billed on Client's behalf pursuant to Paragraph 10(b), below, during the 90-day follow-up period set forth in Paragraph 7(d), above. After notice of termination is given, all Emergicon invoices are due and payable by Client within thirty (30) days of same. In the event that Client does not remit payment on any such invoice within thirty (30) days of the invoice, Emergicon shall have no responsibility to perform any further follow-up on open accounts, notwithstanding the provisions of Paragraph 7(d), above.

8. External and Internal Audits.

a. Client shall immediately notify Emergicon if there has been any prepayment audit or review, post payment audit or review, or any investigation or other formal inquiry into the billing practices of Client and/or Emergicon, or claims submitted by Emergicon on behalf of Client, where such audit or investigation is or appears to have been initiated by any governmental agency, insurer, payer, carrier, Medicare Administrative Contractor, Recovery Audit Contractor, Zone Program Integrity Contractor, Unified Program Integrity Contractor, Medicaid Fraud Control Unit, other Medicare or Medicaid contractor or other agency or entity authorized to carry out any such audit or investigation. This obligation shall survive termination of this Agreement for any reason.

b. The Client bears sole responsibility for obtaining and paying for any legal or consulting assistance necessary in defending itself in any such audit or investigation. Emergicon shall assist Client in producing any records, reports or documents in its possession which pertain to the audit or investigation and may charge Client a reasonable fee, as determined by Texas Medical Board rules at the time of the request, for copying, preparation, assembly or retrieval of such documents or reports. Emergicon shall have no obligation to perform any duties under this Paragraph 8(b) following termination of this Agreement for any reason.

c. Client is solely responsible for repaying any overpayments or recoupments sought or imposed by any insurer, carrier, payer or governmental agency or contractor, including interest, civil monetary penalties, fines or other such assessments.

d. Client understands and acknowledges that Emergicon, as part of its compliance program, may on occasion, and at its sole discretion, perform or contract for the performance of periodic, random, internal audits of its coding, billing and other business practices. These voluntary, internal compliance audits may reveal the existence of Client overpayments, and Client agrees that any such overpayments identified by Emergicon in its internal auditing process will be refunded by Client as described in more detail in Paragraph 2(h) of this Agreement.

9. Disposition of Funds.

a. All funds Emergicon receives from third party payers, patients or other sources for ambulance services provided by Client shall be made in the name Client. Client authorizes Emergicon to endorse, deposit, and otherwise negotiate items as the Client's representative and forward monthly to Client or deposit into a Client account as directed by Client.

b. If Client desires that its patients be able to pay their accounts utilizing credit cards, then Emergicon shall accept credit card payments on behalf of Client's patients in a manner that is secure and agreed upon by the parties, and only to the extent possible and feasible, without making Emergicon a collection agency and responsible for compliance with the federal Fair Debt Collection Practices Act and other state or federal debt collection laws.

c. Emergicon shall not accept a reassignment of any benefits where prohibited by law.

10. Compensation.

a. In exchange for the Specialized Professional Services described in this Agreement, Client shall pay Emergicon a fee equivalent to eight percent (8%) of all revenues collected by Emergicon on behalf of Client. Credit card payments accepted by Emergicon will be charged an additional two percent (2.0%) unless it has been offset by a payer convenience fee.

b. For all payers that prohibit percentage-based billing arrangements, such as Department of State Health Services' (DSHS') Children with Special Health Care Needs (CSHCN) Services Program, Client shall pay Emergicon a flat fee of $38 per trip, to be invoiced at the time of billing.

c. If Client instructs Emergicon to collect on an account(s) initially billed by another contractor or by Client's own collections team, Emergicon shall be compensated and paid for the collection efforts on said account in accordance with the following schedule: Twenty-two Percent (22%) of the total amount collected on the account.

d. If Client instructs Emergicon to continue to pursue accounts with balances beyond 120 days from the date of transport, Emergicon shall be compensated and paid for the collection efforts on said account in accordance with the following schedule: Eighteen Percent (18%) of the total amount collected on the account from such initial day Emergicon initiates such efforts.

e. If Client instructs Emergicon to place accounts with a third party collection agency beyond 120 days from the date of transport, Emergicon shall be compensated and paid for the collection efforts on said account in accordance with the following schedule: Eighteen Percent (18%) of the total amount collected on the account from such initial day Emergicon initiates such efforts.

f. If Client is disenrolled or inactive as a Medicare or Medicaid provider prior

to the effective date of this Agreement, Emergicon shall re-enroll Client for an additional fee of $1,500 for Medicare and $500 for Medicaid, plus any fees assessed by the Centers for Medicare & Medicaid Services.

g. If Client switches the bank account to which Emergicon has been instructed to deposit collections, Client shall pay Emergicon a one-time fee of $1,500 to be payable in connection with the next subsequent invoice submitted by Emergicon.

h. Emergicon will retain any commissions owed net cash receipts collected for a given month received directly by Emergicon. Any invoices submitted to Client by Emergicon are subject to net 30 terms from the date invoiced for any balance owed on accounts. Emergicon reserves the right to add simple interest not to exceed the limit set by Texas law" which is simple interest of 1% a month up to 12% for the year.

i. In the event that Client is obligated to refund any overpayment or credit balance as set forth in Paragraph 2(h), fees paid to Emergicon by Client for such refunded overpayment or credit balance shall not be credited or refunded to Client unless Emergicon bears responsibility for the overpayment or credit balance.

j. Client agree to reimburse $35 for any checks returned for insufficient funds as a result of this Agreement.

k. Emergicon agrees to notify Client sixty (60) days in advance of any price increase.

11. Indemnification and Insurance.

a. In addition to any specific provisions set forth in this Agreement, to the extent allowed by law, Client shall reimburse Emergicon and/or its employees, officers, directors and agents for reasonable costs, claims, losses, damages, liabilities, expenses, judgments, penalties, fines, and causes of action to the extent caused by any grossly negligent act or omission on the part of Client or its agents, servants, volunteers, contractors or employees including but not limited to incomplete or inaccurate patient care reports, improperly completed PCS forms, or other documentation issues that make it impossible for Emergicon to properly code and bill claims.

b. In addition to any specific indemnification provisions set forth in this Agreement, to the extent allowed by law, Emergicon shall hold harmless, indemnify and defend Client and/or its employees, officers, directors and agents from and against any and all costs, claims, losses, damages, liabilities, expenses, judgments, penalties, fines and causes of action to the extent caused by any willful or grossly negligent misconduct of any Emergicon agent, servant, volunteer, contractor or employee and which relate to the Specialized Professional Services performed by Emergicon under this Agreement.

c. Emergicon shall maintain errors and omissions insurance coverage in an amount not less than $4,000,000. Client will be named as an additional insured under the policy

and Emergicon shall provide proof of such coverage to Client upon reasonable written request for same.

d. Notwithstanding any other provision of this Agreement, Emergicon shall not be liable for any damages, including but not limited to loss in profits, or for any special, incidental, indirect, or other similar damages suffered in whole, or in part, in connection with this Agreement. Any liability of Emergicon for any disputed billing performed by Emergicon on behalf of Client shall not exceed any amounts paid to Emergicon by Client under this Agreement.

e. Where any provision of this Agreement obligates either party to defend, indemnify, hold harmless, and/or reimburse the other party, such agreement shall include any claims, losses, assessments or damages of any kind, and shall apply equally to that party and to its employees, owners, agents, contractors, attorneys, consultants, accountants, and servants.

f. It is expressly agreed and understood by both parties that certain repayment or refund demands may be made by insurance payers that are not the result of negligence on the part of either party and therefore are not subject to indemnity as set forth in the paragraph 11. Specifically, there may be claims that are audited or reviewed and later determined not to be medically necessary, not to justify the level of care provided and/or billed, or otherwise denied or down-coded to a lower level of service. In this situation, the parties will work together to respond to and appeal such denials, and if determined that repayment is in fact due after the exhaustion of such available appeals, the parties will pay their pro-rata share of refund based on the % fee set forth in paragraph 10.a. above.

12. Confidentiality. Neither Emergicon nor Client shall, during the term of this Agreement or for any extension hereof, for any reason, disclose to any third parties any proprietary information regarding the other party unless required to do so by law, regulation or subpoena. Emergicon acknowledges the Client requirements under the Public Information Act. For purposes of this Agreement, "proprietary information" shall include, but not be limited to, pricing or rate information, information pertaining to contracts with payers, insurers, facilities, ambulance providers, health care systems, or other such parties, audit requests, audit results, billing processes, client lists or other such information.

13. Compliance.

a. Emergicon will conduct its activities and operations in compliance with all state and federal statutes, rules and regulations applicable to billing activities.

b. Client shall conduct its activities, operations and documentation in compliance with all applicable state and federal statutes, rules and regulations. Client expressly represents and warrants that it is under no legal impediment to billing or receiving reimbursement for its services, and that all of Client's personnel are appropriately licensed and/or certified to furnish the services provided by Client. Client agrees to reimburse Emergicon, to the extent allowed by law, for any and all claims, damages and losses caused by Client sending accounts to Emergicon which are ineligible for billing and/or reimbursement.

c. Each party is responsible for monitoring and ensuring its own compliance with all applicable state and federal laws and regulations pertaining to billing and reimbursement for its services. However, either party which becomes aware of a violation of any such state or federal laws or regulations or of a questionable claim or claim practice agrees to notify the other party within fifteen (15) days so the other party may appropriately address the matter.

d. The parties represent that they are not the subject of any actions or investigations pertaining to its participation in or standing with any state or federal health care program, are not subject to exclusion from any state and/or federal health care program, and that no persons providing services for which reimbursement is sought were at the time such services were rendered excluded from any state or Federal health care program.

e. The parties recognize that this Agreement is at all times subject to applicable state, local, and federal laws and shall be construed accordingly. The parties further recognize that this Agreement may become subject to or be affected by amendments in such laws and regulations or to new legislation or regulations. Any provisions of law that invalidate, or are otherwise inconsistent with, the material terms and conditions of this Agreement, or that would cause one or both of the parties hereto to be in violation of law, shall be deemed to have superseded the terms of this Agreement and, in such event, the parties agree to utilize their best efforts to modify the terms and conditions of this Agreement to be consistent with the requirements of such law(s) in order to effectuate the purposes and intent of this Agreement. In the event that any such laws or regulations affecting this Agreement are enacted, amended or promulgated, either party may propose to the other a written amendment to this Agreement to be consistent with the provisions of such laws or regulations. In the event that the parties do not agree on such written amendments within thirty (30) days of receipt of the proposed written amendments, then either party may terminate this Agreement without further notice, unless this Agreement would expire earlier by its terms.

f. In order to perform the Specialized Professional Services under this Agreement, Emergicon agrees to execute a Business Associate Agreement, in the form attached hereto as Exhibit A, to safeguard protected healthcare information that is created, received, maintained or transmitted pursuant to this Agreement.

15. Non-Engagement of Individuals on the OIG Exclusion List. The parties further warrant that each will take all reasonable steps as set forth by the Office of Inspector General, United States Department of Health and Human Service, to ensure that it does not employ or otherwise engage individuals who have been excluded from participation in federal health care programs. The parties agree to periodically check the OIG exclusion website to ensure that employees, volunteers and all others providing services for each respective organization are not excluded. The website is: http://exclusions.oig.hhs.gov.

16. Independent Contractor Relationship. Emergicon and Client stand in an

independent contractor relationship to one another and shall not be considered as joint ventures or partners, and nothing herein shall be construed to authorize either party to act as general agent for the other. There is no liability on the part of Emergicon to any entity for any debts, liabilities or obligations incurred by or on behalf of the Client.

17. Prevention of Performance. If a party's obligation to perform any duty hereunder is rendered impossible of performance due to any cause beyond such party's control, including, without limitation, an act of God, war, civil disturbance, fire or casualty, labor dispute, hardware or software failures beyond the party's control, or governmental rule, such party, for so long as such condition exists, shall be excused from such performance, provided it promptly provides the other party with written notice of its inability to perform stating the reasons for such inability and provided that the party takes all appropriate steps as soon as reasonably practicable upon the termination of such condition to recommence performance.

18. Assignment. This Agreement may be assigned by Emergicon to any successors or assigns of Emergicon with the express written consent of the Client. This Agreement may not be assigned by Client without the express written consent of Emergicon. This Agreement shall be binding upon all successors and assigns.

19. Notices. Notices required to be given under this Agreement shall be made to the parties at the following addresses and shall be presumed to have been received by the other party (i) three days after mailing by the party when notices are sent by first class mail, postage prepaid; (ii) upon transmission (if sent via facsimile with a confirmed transmission report); or (iii) upon receipt (if sent by hand delivery or courier service).

Emergicon:	City of Euless
Emergicon, LLC.	201 North Ector Drive
PO Box 180446	Euless, Texas 76039
Dallas, TX 75218	817-685-1400
Phone: (972-602-2060)	fax 817-685-1416
Fax:(469) 602-5542	

20. Non-Competition and Non-Solicitation Clause. Without prior, written authorization from Emergicon, Client shall not:

a. During the term of this Agreement, or for two (2) years following its expiration or termination for any reason, employ, retain as an independent contractor, or otherwise in any way hire any personnel currently employed or employed at any time during the term of this Agreement by Emergicon without compensation to Emergicon of a placement fee of two times the annual salary paid by Emergicon to such employee at the time such employee left employment of Emergicon.

b. During the term of this Agreement, or for a period of two (2) years following its expiration or termination for any reason, provide billing services to any other ambulance service, medical transportation organization, fire department, or emergency medical services organization without compensation to Emergicon equivalent to two times the annual average of fees during the term of this Agreement as paid to Emergicon for these services. Nothing in this Paragraph shall

be interpreted to prohibit Client from performing its own in-house billing and/or accounts receivable management following the expiration or proper termination of this Agreement.

21. Governing Law and Forum Selection Clause. This Agreement shall be deemed to have been made and entered into in Texas and shall be interpreted in accordance with the laws thereof, without regard to conflicts of laws principles. The parties expressly agree that the exclusive forum for resolving any legal disputes under this Agreement shall be the state or federal courts serving [Tarrant County, Texas]. Emergicon and Client expressly agrees to personal jurisdiction and venue in any such court.

22. Entire Agreement. This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings, written or oral agreements between the parties with respect to this subject matter.

23. Authorization. Each party represents that it has full capacity and authority to grant all rights and assume all obligations granted and assumed under this Agreement.

24. Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

25. Amendments. This Agreement may be amended only by the mutual written agreement of the parties.

26. Severability. In the event 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 provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

27. Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

28. Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

29. Conflicts of Interests. Special Assessor represents that no official or employee of the Client has any direct or indirect pecuniary interest in this Agreement.
Texas Government Code Verifications. Emergicon verifies and certifies that it does not and during the duration of this Agreement will not:

a. do business with Iran, Sudan, or a foreign terrorist organization, as defined in Texas Government Code Chapter 2270, as amended;

b. boycott Israel as that term is defined in Texas Government Code Section 808.001 and Chapter 2271, as amended;

c. discriminate against a firearm entity or firearm trade association as defined in Texas Government Code Chapter 2274, as amended;

d. operate as a foreign owned or controlled company in connection with a critical infrastructure project as defined in Texas Government Code Chapter 2275, as amended; or

e. boycott energy companies as defined in Texas Government Code Section 809.001 and Chapter 2276, as amended.

30. Force Majeure. The parties shall be excused for the period of any delay in or impossibility of the performance of any obligations hereunder, when prevented from doing so by any cause or causes beyond a party's control, which shall include without limitation: all labor disputes, civil commotion, war, nuclear disturbances, hostilities, sabotage, terroristic acts, governmental regulations or controls, fire, accident or other casualty, interruption in the supply of any utilities or fuel, inability to obtain any material or services, public health emergencies, or through acts of God.

31. Regulatory Changes. The parties recognize that this Agreement is at all times subject to applicable state, local, and federal laws and shall be construed accordingly. The parties further recognize that this Agreement may become subject to or be affected by amendments in such laws and regulations or to new legislation or regulations. Any provisions of law that invalidate, or are otherwise inconsistent with, the material terms and conditions of this Agreement, or that would cause one or both of the parties hereto to be in violation of law, shall be deemed to have superseded the terms of this Agreement and, in such event, the parties agree to utilize their best efforts to modify the terms and conditions of this Agreement to be consistent with the requirements of such law(s) in order to effectuate the purposes and intent of this Agreement. In the event that any such laws or regulations affecting this Agreement are enacted, amended or promulgated, either party may propose to the other a written amendment to this Agreement to be consistent with the provisions of such laws or regulations. In the event that the parties do not agree on such written amendments within thirty (30) days of receipt of the proposed written amendments, then either party may terminate this Agreement without further notice, unless this Agreement would expire earlier by its terms.

32. Independent Contractor Relationship. The relationship of the parties is that of independent contractors. Neither party shall be deemed to be the agent nor partner nor fiduciary of the other, and neither is authorized to take any action binding upon the other.

IN WITNESS WHEREOF, the parties have executed this Agreement to commence on the date first above written. Client represents that the individual who has executed this Agreement on behalf of the Client is authorized by Client and by law to do so.

EMERGICON, LLC.

By:

12/27/24

Signature Date

Christopher Turner
Print Name

Founder and CEO
Title

City of Euless, TX

By:

Loretta Getchell 12-31-24

Signature Date

Loretta Getchell
Print Name

City Manager
Title

Exhibit "A"

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement between Emergicon, LLC ("Business Associate") and the City of Euless, Texas (the "Covered Entity") establishes specific legal obligations regarding the terms of the relationship between Business Associate and the Covered Entity, as it relates to the Health Insurance Portability and Accountability Act of 1996, Public Law No. 104-191 ("HIPAA") and 45 C.F.R. Parts 160 and 164, subparts A, C and E (the "HIPAA Regulations") (this "Agreement");

WHEREAS, the Covered Entity and the Business Associate are parties to an agreement pursuant to which the Business Associate will provide services for the Covered Entity ("Underlying Agreement") and, in connection with the provision of those support services, the Covered Entity discloses to the Business Associate certain Protected Health Information ("PHI") (as defined in 45 C.F.R. §160.103), that is subject to protection under HIPAA and the HIPAA Regulations;

WHEREAS, Emergicon, LLC is a "Business Associate" of the City of Euless and the City of Euless is a "Covered Entity" as those terms are defined in HIPAA and the HIPAA Regulations;

WHEREAS, pursuant to the HIPAA Regulations, the Covered Entity and the Business Associate must agree in writing to certain mandatory provisions regarding the Use and Disclosure of PHI;

WHEREAS, the purpose of this Agreement is to comply with the requirements of the HIPAA Regulations, including, without limitation, the Business Associate Agreement requirements regarding Individual rights with respect to PHI, requirements regarding the Use and Disclosure of PHI, and regulations safeguarding the confidentiality, integrity and availability of PHI that it maintains or transmits in an electronic format ("ePHI"); and

WHEREAS, the Covered Entity and the Business Associate intends to protect the privacy and provide for the confidentiality, integrity and availability of PHI disclosed by Covered Entity to Business Associate, or collected or created by the Business Associate pursuant to the Underlying Agreement, in compliance with HIPAA, and the regulations promulgated thereunder, including, without limitation, the HIPAA Regulations; and the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009, (the "HITECH Act") and its implementing regulations and guidance issued by the Secretary of the Department of Health and Human Services (the "Secretary"), the Texas Medical Records Privacy Act found in Chapter 181 of the Texas Health and Safety Code, and other applicable federal and State laws, all as amended from time to time.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Definitions.

Capitalized terms used herein without definition shall have the meanings ascribed to them in HIPAA, the HIPAA Regulations or the HITECH Act, as applicable unless otherwise defined herein.

2. Obligations of Business Associate.

(a) Permitted Uses and Disclosures. Business Associate shall only Use or Disclose PHI for the purposes of (i) performing Business Associate's obligations under the Underlying Agreement; or (ii) as permitted or required by law; or (iii) as otherwise permitted by this Agreement. Further, Business Associate shall not Use or Disclose PHI in any manner that would constitute a violation of HIPAA, the HIPAA Regulations, the HITECH Act or the Texas Medical Records Privacy Act if so used by Covered Entity, except that Business Associate may Use PHI (i) for the proper management and administration of Business Associate; and (ii) to carry out the legal responsibilities of Business Associate. Business Associate may Disclose PHI for the proper management and administration of Business Associate, to carry out its legal responsibilities or for Payment as specified in 45 C.F.R. § 164.506(c), including but not limited to Disclosure to a business associate on behalf of a covered entity or health care provider for Treatment or Payment of such covered entity or Health Care Provider, with the expectation that such parties will provide reciprocal assistance to Covered Entity with respect to any such Disclosure if either: (i) the Disclosure is Required by Law; or (ii) the Disclosure is permitted by law. Business Associate shall obtain a written agreement from the person to whom the PHI is to be Disclosed that such person will hold the PHI in confidence and will not Use and further Disclose such PHI except as required by law or for the purpose(s) for which it was Disclosed by Business Associate to such person, and that such person will notify Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been Breached.

(b) Appropriate Safeguards. Business Associate shall implement administrative, physical, and technical safeguards that (i) reasonably and appropriately protect the confidentially, integrity, and availability of electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity, and (ii) prevent the Use or Disclosure of PHI other than as contemplated by the Underlying Agreement and this Agreement

(c) Compliance with Security Provisions. Business Associate shall (i) use appropriate safeguards to prevent the use or disclosure of PHI other than as permitted by the Underlying Agreement and this Agreement; (ii) implement and maintain reasonable and appropriate administrative safeguards, as required by 45 C.F.R. § 164.308, physical safeguards, as required by 45 C.F.R. § 164.310, and technical safeguards, as required by 45 C.F.R. § 164.312, that protect the confidentiality, integrity and availability of ePHI that it creates, receives, maintains or transmits on behalf of Covered Entity; (iii) implement and document reasonable and appropriate policies and procedures as required by 45 C.F.R. § 164.316; (iv) appropriately safeguard ePHI in accordance with the standards specified at 45 CFR § 164.314(a); (v) utilize device and media controls and encrypt ePHI as further described in Section 2(f); and (vi) comply with HIPAA, HIPAA Regulations, the HITECH Act and the Texas Medical Records Privacy Act requirements related to the confidentiality, the integrity and availability of PHI.

(d) Compliance with Privacy Provisions. Business Associate shall only Use and Disclose PHI in compliance with each applicable requirement of 45 C.F.R. § 164.504(e). Business

Associate shall comply with all requirements of HIPAA, HIPAA Regulations, the HITECH Act related to privacy and applicable as if Business Associate were a "covered entity," as such term is defined in HIPAA.

(e) Duty to Mitigate. Business Associate agrees to mitigate, to the extent practicable and mandated by law, any harmful effect that is known to Business Associate of a Use or Disclosure of PHI by Business Associate in violation of the requirements of this Agreement. Business Associate agrees that it will be solely responsible for the cost of any and all mitigation and corrective action required by the Secretary or the Texas Office of the Attorney General.

(f) Encryption. Business Associate agrees that all PHI provided or transmitted pursuant to the Underlying Agreement shall be provided or transmitted in a manner which renders such PHI Unusable, Unreadable or Indecipherable to Unauthorized Individuals, through the use of a technology or methodology specified by the Secretary in the guidance issued under section 13402(h)(2) of the HITECH Act on the HHS Web site. Business Associate acknowledges that failure to do so could contribute to or permit a Breach requiring patient notification under the HITECH Act and further agrees that Covered Entity shall have no civil liability for any Breach caused by such failure.

(g) Training. Business Associate agrees to provide appropriate training for its employees. Such training shall address federal and State law as it relates to the Covered Entity's course of business regarding PHI, each employee's scope of employment regarding PHI, safeguarding Individual rights afforded by HIPAA Regulations, compliance with Business Associate's security policies and detecting and reporting a Security Incident. Pursuant to section 181.101 of the Texas Medical Records Privacy Act, Business Associate agrees to complete training for new employees within sixty (60) calendar days of the employee's hire by Business Associate and complete training for current employees at least every two (2) years.

3. Reporting.

(a) Security Incidents and/or Unauthorized Use or Disclosure. Business Associate shall report to Covered Entity a Security Incident or any Use and/or Disclosure of PHI other than as provided for by this Agreement or permitted by applicable law within a reasonable time of becoming aware of such Security Incident and/or unauthorized Use or Disclosure but not later than ten (10) business days thereafter, in accordance with the notice provisions set forth herein. Business Associate shall take (i) prompt action to cure any such deficiencies as reasonably requested by Covered Entity, and (ii) any action pertaining to such Security Incident and/or unauthorized Use or Disclosure required by applicable federal and State laws and regulations. If such successful Security Incident or unauthorized Use or Disclosure results in a Breach as defined in the HITECH Act, then Covered Entity shall comply with the requirements of Section 3(b) below.

(b) Breach of Unsecured PHI. The provisions of this Section are effective with respect to the Discovery of a Breach of Unsecured PHI occurring on or after September 23, 2009. With respect to any unauthorized access, acquisition, Use or Disclosure of Covered Entity's PHI by Business Associate, its agents or subcontractors, Business Associate shall (i) investigate such unauthorized acquisition, access, Use or Disclosure; (ii) determine whether such unauthorized access,

acquisition, Use or Disclosure constitutes a reportable Breach under the HITECH Act; and (iii) document and retain its findings under clauses (i) and (ii) for a minimum of six (6) years. If the Business Associate Discovers that a reportable Breach has occurred, Business Associate shall notify Covered Entity of such reportable Breach in writing within ten (10) business days of the date Business Associate Discovers such Breach. Business Associate shall be deemed to have discovered a Breach as of the first day that the Breach is either known to Business Associate or any of its employees, officers or agents, other than the person who committed the Breach, or by exercising reasonable diligence should have been known to Business Associate or any of its employees, officers or agents, other than the person who committed the Breach. To the extent the information is available to Business Associate, Business Associate's written notice shall include the information required by 45 C.F.R. § 164.410 and Texas Business and Commerce Code § 521.053. Business Associate shall promptly supplement the written report with additional information regarding the Breach as it obtains such information. With respect to such Breach, Business Associate shall cooperate with Covered Entity in meeting the Covered Entity's obligations under the HITECH Act or Chapter 521 of the Texas Business and Commerce Code, the "Identity Theft Enforcement and Protection Act," as applicable.

4. Business Associate's Agents. To the extent that Business Associate uses one or more subcontractors or agents to provide services under the Underlying Agreement, and such subcontractors or agents receive or have access to PHI, Business Associate shall sign an agreement with such subcontractors or agents containing substantially the same provisions as this Agreement.

5. Rights of Individuals.

(a) Access to PHI. Within ten (10) business days of receipt of a request by Covered Entity, Business Associate shall make an Individual's PHI maintained in a Designated Record Set available to Covered Entity or, as directed by Covered Entity, to such Individual to enable Covered Entity to fulfill its obligations under 45 C.F.R. § 164.524 and Texas Health and Safety Code § 181.102. Subject to Section 5(b) below, (i) in the event that any Individual requests access to PHI directly from Business Associate in connection with a routine billing inquiry, Business Associate shall directly respond to such request pursuant to 45 C.F.R. § 164.524; and (ii) in the event such request appears to be for a purpose other than a routine billing inquiry, Business Associate shall forward a copy of such request to Covered Entity and shall fully cooperate with Covered Entity in responding to such request. In either case, a denial of access to requested PHI shall not be made without the prior written consent of Covered Entity.

(b) Access to Electronic Health Records. If Business Associate uses or maintains ePHI on behalf of Covered Entity then, to the extent an Individual has the right to request a copy of ePHI pursuant to 45 C.F.R. § 164.524 and makes such a request directly to Business Associate, Business Associate shall provide such Individual with a copy of ePHI in an electronic format and, if the Individual gives authorization, transmit such copy directly to an entity or person designated by the Individual. At Covered Entity's request, Business Associate shall provide Covered Entity with a copy of an Individual's PHI maintained in an electronic format within ten (10) business days of the Individual's request to allow Covered Entity to comply with 45 C.F.R. § 164.524(b), as amended by the HITECH Act, or the Texas Medical Records Privacy Act § 181.102(a).

(c) Amendment of PHI. Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set to which the Covered Entity agrees, pursuant to a Covered Entity's or an Individual's request made under 45 C.F.R. § 164.526 within twenty (20) calendar days of the Individual's request. If Covered Entity does not agree to make such an amendment, Business Associate agrees to include a statement of disagreement should an Individual submit a request to Covered Entity.

(d) Accounting of Disclosures of Electronic Health Records. Business Associate shall maintain an accounting of any Disclosures made unless such Disclosure was made for Treatment, Payment or Health Care Operations. Such accounting shall include (i) the date of the disclosure; (ii) the name of the entity or person who received the protected health information and, if known, the address of such entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of the disclosure that reasonably informs the Individual of the basis for the disclosure; or, in lieu of such statement, a copy of a written request for a disclosure.

(e) Accounting Rights. Business Associate shall make available to Covered Entity, in response to a request from an Individual or an Individual's legally authorized representative, information required for an accounting of disclosures of PHI with respect to the Individual, in accordance with 45 C.F.R. § 164.528, incorporating exceptions to such accounting designated under such regulation. Such accounting is limited to disclosures that were made in the six (6) years prior to the request and is not required to include any disclosures that were made prior to the compliance date of the HITECH Act. In response to such request, Business Associate agrees to provide (i) the date of the disclosure; (ii) the name of the entity or person who received the protected health information and, if known, the address of such entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of the disclosure that reasonably informs the Individual of the basis for the disclosure; or, in lieu of such statement, a copy of a written request for a disclosure within twenty (20) calendar days of Covered Entity's request. Upon request by Covered Entity, Business Associate shall provide such accounting to Covered Entity within twenty (20) calendar days of the Individual's request. Such accounting must be provided without cost to Covered Entity if it is the first accounting requested by an Individual within any twelve (12) month period; however, a reasonable, cost-based fee may be charged for subsequent accountings if Business Associate informs the Covered Entity to advance written notice of the fee to allow the Individual or the Individual's legally authorized representative an opportunity to withdraw or modify the request. These accounting obligations shall survive termination of this Agreement and shall continue as long as Business Associate maintains PHI created by Covered Entity.

(f) Agreement to Restrict Disclosure. If Covered Entity is required to comply with a restriction on the Disclosure of PHI pursuant to Section 13405 of the HITECH Act, then Covered Entity shall, to the extent necessary to comply with such restriction, provide written notice to Business Associate of the name of the Individual requesting the restriction and the PHI affected thereby. Upon receipt of such notification, Business Associate shall not Disclose the identified PHI to any health plan for the purposes of carrying out Payment or Health Care Operations, except as otherwise required by law. Covered Entity shall also notify Business Associate of any

other restriction to the Use or Disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522(a).

(g) Agreement to Make Confidential Communications. Business Associate agrees to abide by any reasonable request from an Individual to receive communications of PHI by alternative means to which Covered Entity agrees, pursuant to a Covered Entity's or an Individual's request made under 45 C.F.R. § 164.522(b). Upon receipt of such notification, Business Associate shall communicate with Individual via the alternative means specified by Covered Entity. A Business Associate shall not seek an explanation from the Individual as to the basis for the request as a condition of providing communications on a confidential basis.

(h) Agreement to Obtain Consent to Re-identify an Individual. Business Associate agrees that it shall not re-identify or attempt to re-identify an Individual who is the subject of any PHI without obtaining the Individual's consent or authorization.

6. Remuneration and Marketing.

(a) Remuneration for PHI. Business Associate agrees that it shall not, directly or indirectly, receive remuneration in exchange for any PHI of Covered Entity without obtaining the Individual's consent or authorization as required under Texas Health and Safety Code § 181.152.

(b) Limitations on Use of PHI for Marketing Purposes. Business Associate shall not Use or Disclose PHI for the purpose of making a communication about a product or service that encourages recipients of the communication to purchase or use the product or service, unless Covered Entity or the Business Associate obtains clear and unambiguous permission in written or electronic form to Use or Disclose PHI for any marketing communication. Such permission is not required if the communication is: (i) in the form of a face-to-face communication to an Individual; (ii) in the form of a promotional gift of nominal value provided by the Business Associate; (iii) necessary for administration of a patient assistance program or other prescription drug savings or discount program; or (iv) made at the oral request of the Individual. If such permission is obtained, the Business Associate Uses or Discloses PHI to send a written marketing communication through the mail, the communication must be sent in an envelope showing only the names and addresses of sender and recipient and must state the name and toll-free number of the entity sending the marketing communication and explain the recipient's right to have the recipient's name removed from the sender's mailing list. Upon receipt of a request to remove a person's name from a mailing list, the Business Associate shall remove the person's name within thirty (30) calendar days of Business Associate's receipt of such request. A Business Associate that makes a marketing communication pursuant to an Individual's oral request may only make such a communication if clear and unambiguous oral permission for the Use or Disclosure of the PHI is obtained. The marketing communication must be limited to the scope of the oral permission and any further marketing communication must comply with the requirements of Texas Health and Safety Code § 181.152.

7. Governmental Access to Records. Business Associate shall make its internal practices, books and records relating to the Use and Disclosure of PHI available to the Secretary for purposes of determining Covered Entity's compliance with the HIPAA Regulations and the HITECH Act. Except to the extent prohibited by law, Business Associate agrees to notify

Covered Entity of all requests served upon Business Associate for information or documentation by or on behalf of the Secretary. Business Associate shall provide to Covered Entity a copy of any PHI that Business Associate provides to the Secretary concurrently with providing such PHI to the Secretary.

8. Minimum Necessary. To the extent required by the HITECH Act, Business Associate shall limit its Use, Disclosure or request of PHI to the Limited Data Set or, if needed, to the minimum necessary to accomplish the intended Use, Disclosure or request, respectively. Effective on the date the Secretary issues guidance on what constitutes "minimum necessary" for purposes of the HIPAA Regulations, Business Associate shall limit its Use, Disclosure or request of PHI to only the minimum necessary as set forth in such guidance.

9. State Privacy Laws. Business Associate shall comply with laws of the State of Texas that are More Stringent than HIPAA Regulations because the laws provide greater privacy protections for PHI or provide greater rights to individuals with respect to PHI, including without limitation the Texas Medical Records Privacy Act, chapter 181 of the Texas Health and Safety Code and the Identity Theft Enforcement and Protection Act, chapter 521 of the Texas Business and Commerce Code.

10. Termination.

(a) Breach by Business Associate. If Covered Entity knows of a pattern of activity or practice of Business Associate that constitutes a material breach or violation of Business Associate's obligations under this Agreement, then Covered Entity shall promptly notify Business Associate. With respect to such breach or violation, Covered Entity shall (i) take reasonable steps to cure such breach or end such violation, if possible; or (ii) terminate its relationship with Business Associate upon written notice to Business Associate if such steps are either not possible or are unsuccessful; or (iii) if termination is not feasible, report the Business Associate's breach or violation to the Secretary.

(b) Breach by Covered Entity. If Business Associate knows of a pattern of activity or practice of Covered Entity that constitutes a material breach or violation of Covered Entity's obligations under this Agreement, then Business Associate shall promptly notify Covered Entity. With respect to such breach or violation, Business Associate shall (i) take reasonable steps to cure such breach or end such violation, if possible; or (ii) terminate its relationship with Covered Entity upon written notice to Covered Entity if such steps are either not possible or are unsuccessful; or (iii) if termination is not feasible, report the Covered Entity's breach or violation to the Secretary.

(c) Effect of Termination. Upon termination of this Agreement for any reason, Business Associate shall either return or destroy all PHI that Business Associate or its agents or subcontractors still maintain in any form in the manner requested by Covered Entity, and shall not retain any copy of such PHI. If Covered Entity requests that Business Associate return PHI, such PHI shall be returned in a format and timeframe as mutually agreed upon. If Business Associate reasonably determines that return or destruction is infeasible, Business Associate shall continue to extend the protections of this Agreement to such PHI, and limit further Use and Disclosure of such PHI to those purposes that make the return or destruction of such PHI

infeasible. If Business Associate is asked to destroy the PHI, Business Associate shall destroy PHI in a manner that renders the PHI Unusable, Unreadable or indecipherable to unauthorized individuals as specified in the HITECH Act.

11. Indemnification. Business Associate agrees to indemnify and hold Covered Entity, its officers, employees, and agents harmless from any and all liabilities and costs, and against any claim, suit, fine, or damages, including loss of profits, reasonable attorneys' fees, or interest, or any incidental, indirect, special, or consequential damages incurred as a result of any loss or damage due to an actual or alleged violation of local, State or federal laws, including but not limited to HIPAA, HIPAA Regulations, the HITECH Act, the Texas Medical Records Privacy Act or any other laws or regulations relating to medical record privacy, the security or confidentiality of PHI or consumer rights.

12. Amendment of This Agreement. The parties acknowledge that State and federal laws relating to data security and medical record privacy are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement any new or modified standards or requirements of HIPAA, the HIPAA Regulations, the HITECH Act, the Texas Medical Records Privacy Act and other laws or regulations relating to the medical record privacy, the security or confidentially of PHI or consumer rights. Upon the request of Covered Entity, Business Associate agrees to promptly enter into negotiation concerning the terms of an amendment to this Agreement incorporating any such changes.

13. Audit and Inspection Rights. Business Associate agrees to make its internal policies and procedures relating to the Use and Disclosure of PHI and the Security of ePHI, practices, books and records available to Covered Entity, or, at the request of Covered Entity, to the Secretary, the Texas Office of the Attorney General, or any officer employee to whom the Secretary or has delegated such authority for the purpose of determining Covered Entity's compliance with the HIPAA Regulations and/or the Texas Medical Records Privacy Act, as applicable. Such information shall be made available in a time and manner designated by Covered Entity, the Secretary or the Texas Office of the Attorney General.

14. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

15. Effect on Underlying Agreement. In the event of any conflict between this Agreement and the Underlying Agreement, the terms of this Agreement shall control.

16. Survival. The provisions of this Agreement shall survive the termination or expiration of the Underlying Agreement.

17. Interpretation. This Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA Regulations and the HITECH Act. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with such laws.

18. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Texas.

19. Notices. All notices required or permitted under this Agreement shall be in writing and sent to the other party as directed below or as otherwise directed by either party, from time to time, by written notice to the other. All such notices shall be deemed validly given upon receipt of such notice by certified mail, postage prepaid, facsimile transmission, e-mail or personal or courier delivery:

If to Covered Entity: City of Euless

If to Business Associate: Emergicon

IN WITNESS WHEREOF, the parties hereto have agreed to be bound by the terms of this Agreement as part of the Underlying Agreement between the parties, evidenced by the signature of the Underlying Agreement though each party or each party's duly authorized representative effective as of December 31, 2024.

City of Euless, Texas (Covered Entity)

Loretta Getchell

Loretta Getchell
City Manager
Date: 12-31-2024

Emergicon, LLC (Business Associate)

Christopher Turner
Founder and CEO
Date: 12/27/24

EXHIBIT 2 SCOPE OF SERVICES

1. MEDICAL BILLING AND RELATED SERVICES

a. Emergicon shall provide options for electronic delivery of Patient Care Reports from the Image Trend collection system to their billing system. Such options may include, but are not limited to, a text file with associated layout format requirement, Adobe PDF Patient Care Reports, billing contractor login to the Image Trend ePCR system to process data from there, etc. The City shall not utilize "hardcopy" means of delivery to the billing contractor. Emergicon shall receive electronic patient care reports from the City.

Emergicon imports ePCR data via a National EMS Information System (NEMSIS) extract from the City on Image Trend's hosted software. Image Trend Billing Software timestamps any record and then imports the claim. Emergicon ensure the dates are verified and compare the claim to any available patient log for the day.

Run sheet ePCR data is imported from the City's NEMSIS extract into Emergicon's ambulance billing software, Image Trend Solutions. Image Trend Solutions is based on GAAP financial principles, is HIPAA-compliant, and integrates with virtually all ePCR systems. Emergicon's billing software maintains data on all insurance carriers, previous claims, and patient information in case they need transport in more than one instance. Emergicon's Match Patient technology provides a smoother billing process as it allows research to be reused for repeat patients, including those who may be part of a local prison, facility, or other private location within the City's territory.

b. Emergicon will verify, gather, and correct missing or incorrect patient or insurance information as required to complete the billing process. Emergicon uses several tools ensuring it has the correct and current insurance information for each patient and works with local hospitals to identify patients who are transported as John or Jane Doe. Emergicon will review the insurance information for accuracy, to reduce the risk of human error during a time of crisis

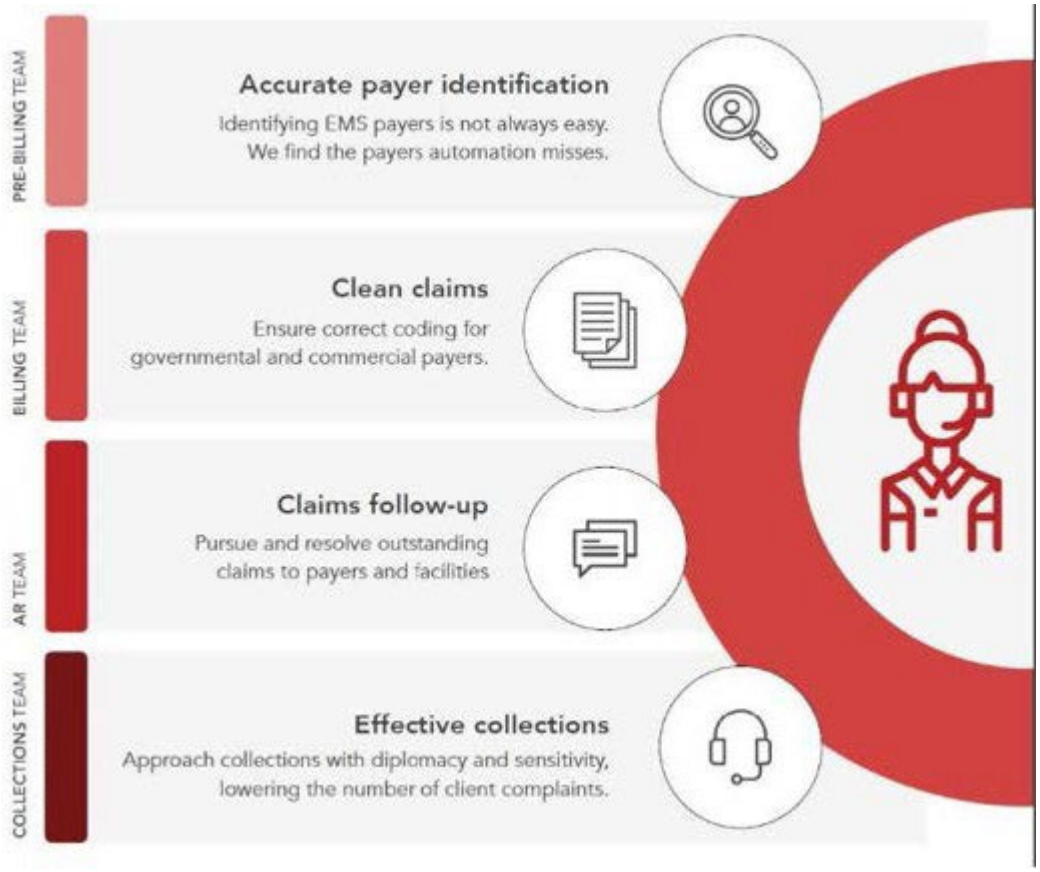
c. Emergicon's billing system maintains data on all payers, regardless of whether they are primary, secondary, or tertiary. Emergicon has approximately 2,400 payers in our system.

Emergicon interfaces with many payers electronically including Medicare, Medicaid, Aetna, Blue Cross and United Health Care. Emergicon utilizes two different skip tracing programs to capture current data on each patient transported.

Emergicon billing process is a team approach consisting of two pre-billers who perform payer research, a commercial billing specialist, and a governmental billing specialist. This team approach leverages specific knowledge while allowing for shared accountability. The billing process begins with the prebilling staff performing payer research to address any incomplete information on the patient's payer status. Emergicon does not rely on automated payer-matching databases for payer research as those databases

frequently miss the correct payer (e.g., identifying dental insurance as a payer rather than a health plan). Emergicon's billing software maintains data on all insurance carriers, previous claims, and patient information in case they need transport in more than one instance. Emergicon's Match Patient technology provides a smoother billing process as it allows research to be reused for repeat patients, including those who may be part of a local prison, facility, or other private location within the City's territory.

Emergicon never accepts a denial or partial payment without reaching out to the payer for clarification. Emergicon ensures that a staff member pursues resolution and refiles the claim as needed to maximize the reimbursement amount.



d. Billing and Collection Procedure. Emergicon will prepare and submit accurate and complete invoices and all insurance forms and filings to all governmental, commercial and private insurance carriers.

Emergicon electronically submits claims to all known payers, including Medicare, Medicaid, commercial insurance, auto insurance, workers' compensation, and attorney pays.

Emergicon's five-step approach to billing claims focuses on accuracy the first time the bill is sent with targeted follow-up. Accuracy is a key component of great billing, from documentation in the field, to capturing the correct Medicare number, to coding and billing. Emergicon bills all known payers, including Medicare, Medicaid, commercial insurance, auto insurance, workers' compensation, and attorney pays.

Step One: The Emergicon billing process begins the day after the transports occur. Runs (transports) are imported by Emergicon personnel from the City's ePCR system. Image Trend Billing Software timestamps any record and then imports the claim. Emergicon ensures the dates are verified and compare the claim to any available patient log for the day.

Step Two: Emergicon requests face sheets, payer information, demographics, and any other missing data from the receiving facility by fax, phone, or mail. If information is not received within 24 hours, an Emergicon staff member calls the facility. If information is still not received within 48 hours, the request is re-sent, and the staff member calls the facility again.

Step Three: Each claim is reviewed, coded, and billed electronically through the MD Online clearinghouse. Medicaid claims are billed electronically through their designated site to reduce denials and expedite payment.

Step Four: Emergicon conducts follow-up and claim analysis as follows:

a. ***Medicare****:* Medicare claims may pay by electronic remittance in as little as 14 days. On the 15th day, Emergicon reviews and verifies the status of any unpaid Medicare claim. Emergicon calls Medicare to obtain the status of the claim. Then, Emergicon will appeal or refile the claim as needed. Finally, Emergicon issue a Medicare co-pay statement for the 20% patient responsibility.

b. ***Medicaid****:* Medicaid claims are filed electronically and paid within ten working days. Claim status is accessible online and can be appealed immediately online.

c. ***Private Insurance****:* The payment of private insurance claims typically takes 35–45 days. If 40 days pass without payment, Emergicon will reach out to a live agent to discuss the status of the claim. Emergicon staff draw on years of experience communicating with private insurance carriers to decrease delays in payment and improve cash flow.

d. ***Self-Pay****:* Private pay patients are sent a Private Pay statement requesting insurance information within five days of the date of transport and notifying them of the balance due. If a statement is returned to our office due to a bad address, Emergicon uses skip tracing tools and verify the patient's best address through USPS.

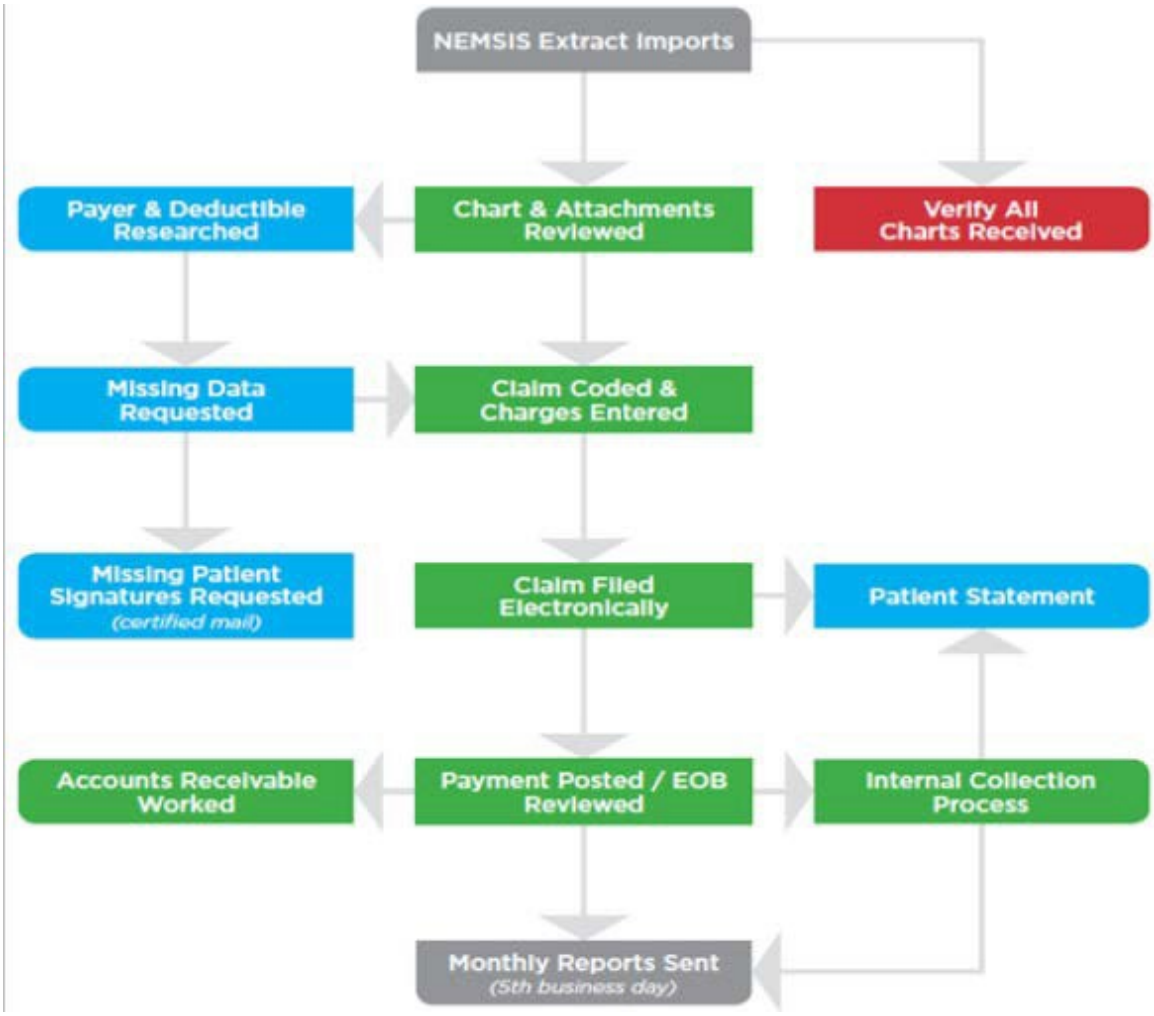
Step Five: Emergicon carefully reviews claim payments, explanations of benefits, remittance advice, denials, low pays, and no pays. Medicare and Medicaid claims are reviewed and expected to pay from the approved federal and state schedules. As payments are posted, the contractual allowance is posted for Medicare and Medicaid accounts. Patients will have received an Explanation of Benefits and should have a better understanding of their obligation for payment.

Emergicon identifies these low pays and appeal each one with the commercial insurer. This results in rectification by the commercial insurer, which reduces the patient's financial burden.

All denied claims are routed to Emergicon's Director of Quality Assurance/Quality Improvement. The Director reviews each denial and seeks rectification. Emergicon also uses each denial as a learning experience to continually improve our processes.

Emergicon works to bill all claims the next day. Emergicon runs proprietary audits to ensure claims are not "stuck" and are flowing through the systems seamlessly. Additionally, Emergicon reconciles all incidents in the ePCR software to the claims billed for the month as part of the reconciliation and monthly close process. If a patient has a high deductible, Emergicon may hold the claim for up to thirty (30) days to allow other possible claims to hit their insurance and potentially lower the amount a patient owes to the EMS provider.

The following diagram illustrates Emergicon's claims billing process and workflow.



e. Prepare and mail invoices to patients or other third-party payer who is responsible for co- pays and/or deductibles, private pay and uninsured patients. As described in Step 5 above, private pay patients are sent a Private Pay statement requesting insurance information within five days of the date of transport and notifying them of the balance due. If a statement is returned to our office due to a bad address, Emergicon uses skip tracing tools and verify the patient's best address through USPS.

f. Emergicon's invoices will include the following information on all invoices for services rendered:

1. Account number
2. Invoice number
3. Invoice date
4. Name of patient
5. Name of responsible party (if different from patient)
6. Complete address
7. Date of transport
8. Cost of transport including cost breakdown (flat fee and mileage)
9. Incident number
10. Transport mileage from and to
11. Insurance coverage and instructions (if applicable)
12. Contractor's billing inquiry number

g. Emergicon will provide electronic claims processing as required for Medicare and Medicaid. Emergicon electronically submits claims to all known payers, including Medicare, Medicaid, commercial insurance, auto insurance, workers' compensation, and attorney pays.

h. Emergicon will maintain all records and patient information in a safe and secure manner that will allow inspection and audit by the City of Georgetown or its authorized agents. Emergicon will maintain records and patient information in a safe and secure manner that complies with applicable regulations and that meets the City's expectations. Emergicon will allow inspection and audit by the City or its authorized agents as needed. Emergicon is a Platinum partner with Image Trend, a NEMSIS-compliant software that allows clients to chart and view claims 24/7. The City may export reports to Excel, print reports, and show the billing status on claims. All actions within Image Trend are tracked and auditable, and the City may access the audit trail, notes, and other information if desired. ESO training is available to each client upon request.

i. Survey. Emergicon will mail a citizen survey form, at the City's request, with a return, self-addressed and postage paid envelope (provided by the City) with original invoices. Surveys will be no more than one page and will not exceed 8.5 x 11 inches.

j. Customer Service. Emergicon will make available Customer Service Representatives to assist patients and/or third-party payees in all billing inquiries. Emergicon's Customer Service Representatives are available from 8:00 a.m. to 5:00 p.m. CDT to assist patients. Patients are offered multiple options to contact EMERGICON. Emergicon will provide two convenient phone numbers (877-602-2060 and 972-602-2060) as well as an e-mail address (billing@EMERGICON.com) for

patients.

2. BUSINESS CONTINUITY / DISASTER RECOVERY PLAN

Emergicon's Business Continuity/Disaster Recovery (BC/DR) program promotes high reliability and redundancy of all systems. Emergicon's data is constantly being replicated to a disaster recovery center. We test disaster recovery capabilities every six months and have had no failures. KirkPatrick Price, an external audit firm, has performed a SOC1 audit for us, which has included our BC/DR plan. Emergicon utilizes several modes of redundancy to ensure continuity of business data and disaster recovery as described below.

Various services for Emergicon are spread over several services, and/or servers, with some redundancy. For instance, the Active Directory, DNS, and DHCP servers are duplicated by another server in case one goes down. Emergicon has multiple internet circuits to provide robust redundancy in the event one fails.

Emergicon production servers are all located in a secured, monitored, and climate-controlled room. Additionally, they all have redundant power supplies, network interface cards, and redundant array of independent disks (RAID), typically configured with RAID 10. Emergicon has multiple APC UPSs that can provide backup power to afford an opportunity for an orderly shutdown of hardware devices in the event of an extended power outage.

In the event of server failure or destruction, the plan would be to repair the server or replace it with an onsite spare Dell server. If replacement is required, the following steps will be taken to rapidly return to operations:

- Install the requisite ESXi Host software
- Perform bare metal restores from the local Appassure backup server. The Recovery Point Objective, RPO, for this type of recovery would be on the order of 30 minutes to 8 hours based on the priority of the server and the date/time the event occurred. The Recovery Time Objective, RTO, would be between 1 and 8 hours depending on the severity of the event.

In the event of complete unavailability of IT resources, the following steps will be taken to rapidly return to operations:

- Expedited procurement of Dell PCs using Dell Smart Source and/or obtain rental hardware. (Servers, Workstations, Phones, Printers, Fax Machines)
- If required, coordinate with our Regus Office Center representative to obtain suitable office space.
- Contact One Ring and have phones forwarded to cell phones and/or procured office space. One Ring can also activate a PBX Virtual Server in the cloud and forward phones to whatever destinations we desire (e.g., land lines, cell phones).
- Declare a disaster with Accelerite. This will initiate actions to activate our servers in Accelerite's rCloud environment and make them available from the procured office space.

- Create a site-to-site VPN Connection between secured office space and our servers in Accelerite's rCloud.
- Set up PCs and servers in the Dallas office.
- Configure and restore the phone server.
- Begin operations.

3. ACCOUNTS RECEIVABLE.

a. Patient Account Payments. All patient account payments (checks, cash, money orders, credit cards) are to be payable to City of Georgetown and will be deposited electronically in the City's depository account without withholding any contractor fees, expenses, or commissions.

b. Receiving Payments. Emergicon will receive payments made payable to the City of Georgetown directly from the patient or other responsible party and governmental, commercial and private insurance companies.

Emergicon never accepts a denial or partial payment without reaching out to the payer for clarification. Each claim is reviewed, coded, and billed electronically through the MD Online clearinghouse. Medicaid claims are billed electronically through their designated site to reduce denials and expedite payment.

Emergicon carefully reviews claim payments, explanations of benefits, remittance advice, denials, low pays, and no pays. Medicare and Medicaid claims are reviewed and expected to pay from the approved federal and state schedules. As payments are posted, the contractual allowance is posted for Medicare and Medicaid accounts. Patients will have received an Explanation of Benefits and should have a better understanding of their obligation for payment.

Emergicon identifies these low pays and appeal each one with the commercial insurer. This results in rectification by the commercial insurer, which reduces the patient's financial burden. All denied claims are routed to Emergicon's Director of Quality Assurance/Quality Improvement. The Director reviews each denial and seeks rectification. Emergicon also uses each denial as a learning experience to continually improve our processes.

c. Payment Methods. Emergicon's payment methods are listed in on the invoice and can be made by mail in payment made payable to the City of Georgetown with coupon (contractors' lockbox); debit, and credit card payment from patients, pay online using the website at www.Emergicon.com; call a toll-free number and provide payment information, checks by phone and walk in payments at City locations.

d. Credits and Refunds. Emergicon will post payments, adjustments, refunds/credits and re-submission of insurance provider claims to each patient account. Emergicon will be required to correct and update all patient information while posting these transactions documents overpayments for all payers. In the case of commercial payer, overpaid funds are applied to other outstanding claims. In the case of private payers, overpayments are refunded as necessary.

e. Pre-collection Services. Emergicon will perform pre-collection services on unpaid accounts.

Contractor shall follow-up with patient or patient's third party for collection of the receivable for a period of six (6) months after payments cease by the 10th of the seventh month. Example: If service is rendered on January 1, the collection period begins on February 1 and by August 10 the receivable is turned over to a collection agency. Emergicon will be allowed to retain any account as long as payments are being made pursuant to an agreed upon schedule

Emergicon will adjust its pre-collection services to reflect the City's desired schedule. Typically, invoices are remitted every thirty (30) days to patients with open account balances. Time-pay patients continue to receive statements until their account balance is resolved. Private pay patients receive statements until the account is written off or sent to collections. Additionally, Emergicon targets "frequent flyer accounts" for telephone follow-up to attempt to establish payment plans or payment by credit card.

Typically, patient balances are not recommended for write-off less than six months from the date of service. Recommending an account for write-off requires that there has been no successful contact with the patient for 180 days, or whatever schedule the City prefers.

f. Professional Standards. Emergicon will perform all work under this contract shall be of the highest professional standards and shall in every respect meet or exceed standard industry practice and comply with the Fair Debt Collection Practices Act. No harassing or "strong-arm" collection tactics shall be employed. Emergicon is trained to provide the utmost service and support, including bilingual services.

Emergicon verifies all information regarding the dispute or hardship and then requests that the City makes the final determination. As your partner in billing, we want to ensure that the City agrees with all bill disputes and hardship requests.

Emergicon takes a soft collection approach with the understanding that a patient utilizing ambulance services has just experienced major trauma. Emergicon is sensitive to patient needs as when engaging in collection efforts that comply with every aspect of the City's policies. Emergicon will reach out to the patient and try to reach a mutually beneficial payment resolution. Typically, Emergicon focuses on patients who have a large balance or may need to pay out of pocket for their transport.

4. REPORTING.

a. Monthly Reporting. Emergicon shall provide all standard reports available via an internet- based reporting system. Emergicon provides monthly close reports that are available by the 5th business day of the month. Monthly collections reports are available by the 15th calendar day each month. These reports shall include, but are not limited to the following:

1. **Distribution of Charges and Collections** -This report will track the charges, payments and insurance class mix of all patients for a given month.
2. **Aged Receivable Report** -This report will have outstanding invoices sorted

by date for current, thirty, sixty, ninety and over ninety days. This report will provide totals for these categories.

3. **Patient Alpha Listing** -This report lists all invoices alphabetically by patient name.
4. **Monthly Payment Listing** -This report lists payments, bad checks, required charge offs, and refunds posted to each patient's account. (Provide sample of this report)
5. **Overpayment Reports** -This report lists all patients due refunds as a result of overpayment of account.
6. Balance Summary
7. Executive Summary
8. Monthly Charge Report
9. Monthly Credit Report
10. Monthly Credit Detail
11. Payor Activity Summary
12. Invoice Summary

b. Report Access. Emergicon provides complete transparency and full recordkeeping for all services performed, including invoicing, statements, and dunning letter processing, as well as EMS fee collections and remittance. Emergicon maintains documentation of all services performed, billing phone calls, and all financial data. Emergicon provides clients with 24/7 access to real-time data through our web reports portal. The City will receive login credentials and be able to access reports whenever and wherever desired. Authorized City representatives may use this system to view current runs for a set time period.

c. Annual Reports. Emergicon provides annual reports identifying trends over a 12-month timeframe, based on either the calendar year or the City's fiscal year timeframe, as well as reports typically used for auditing purposes. As an extra layer of accountability and review, Emergicon's Client Success Team prepares Executive and Management Summaries, which are reviewed and approved by Emergicon's leadership team before they are submitted to the client. In these reports, Emergicon's leadership team reviews all aspects of collections performance and accounts receivable to provide guidance as needed.

d. Report Form Type. Emergicon provides reports as .pdf files to ensure the content remains static, giving clients peace of mind that the data has remained unedited. Emergicon will provide reports in additional formats (e.g., .xls, .xlsx, .ppt, .csv) upon request at no additional charge. Customizable reports will be made available upon request at no additional charge.

5. RESPONDING TO REQUESTS FOR MEDICAL RECORDS.

Emergicon will handle all aspects of the City's EMS account management, including responding to all requests for medical records. Emergicon will ensure before any medical records are disclosed to any person, the request is reviewed for legal compliance and depending on the type of request, it has a proper a subpoena signed by a judge, an executed authorization, court order signed by a judge or satisfactory assurances according to HIPAA and TMRA.

When an attorney requests records, Emergicon will direct them to use ChartSwap, a software platform for business-to-business Health Information Exchange, which connects medical records requestors and providers securely online.

When a private citizen requests records, we verify that individual's HIPAA authorizations and then process the request accordingly if he or she is legally entitled to have access to the requested information. Emergicon discloses that information via certified mail.

6. AMBULANCE SERVICE SUPPLEMENTAL PAYMENT PROGRAM.

Emergicon will work with the City to analyze and report costs that will allow City to realize revenue related to the Ambulance Supplemental Payment Program as administered by Texas Health and Human Services Commission (HHSC). In consideration of the Texas Ambulance Service Supplemental Payment Program (TASSPP) services performed by Emergicon, the City will pay Emergicon a percentage fee of the total revenue collected by the City. All revenue due to the City from the Ambulance Supplemental Payment Program shall be paid in full directly from the State of Texas. Emergicon will provide the relevant transport data necessary to apply for TASSPP grant funds, based on the City's Charity Care Policy Emergicon does not process TASSPP applications in house. Emergicon partners with other organizations who submit TASSPP applications on behalf of the City by delivering the necessary data for the application. Emergicon preferred partner of choice is PCG, but Emergicon does have experience working with other TASSPP intermediaries Emergicon's services will include:

a. Providing support to the City to prepare and submit application requests on behalf of the City to secure eligibility to participate in the Ambulance Supplemental Payment Program.

b. Conducting webinar trainings and providing helpdesk support including full email and phone support to assist the City in preparation of cost reports.

c. Conducting comprehensive analysis of the billing reports ensuring that key data elements such as dates of service, procedure codes, charges and payments related to Medicaid Fee- for-service, Medicaid Managed Care, and Uninsured are screened and accurately accounted for in the cost report.

d. Preparing annual cost reports on behalf of the City utilizing web- based application in order to allow the City to realize incremental revenue under the Ambulance Supplemental Payment Program.

e. Providing Medicaid subject matter expertise and representation during the HHSC review and approval of the submitted cost reports.

f. Drafting responses, providing supporting documentation to conduct comprehensive billing reconciliations as required during HHSC desk review processes.

1. Working with the City to present updates and status reports to community

stakeholders, as necessary, to help educate and inform them on the progress of this initiative.

2. Acting as a liaison between HHSC and the City to address any questions and keep the clients informed on changes in state and federal regulations.
3. Emergicon will work closely with the City throughout the cost reporting implementation process and will require regular contact with the City' s operational and financial staff.

7. BILLING FOR FALSE ALARMS, INSPECTIONS, AND HAZMAT INCIDENTS.

a. Emergicon through Emergifire, a sister company, will perform Fire Recovery Billing for firefighting, fire suppression, and rescue services. Fire Recovery Billing by Emergifire recovers the costs associated with motor vehicle accident extrication and hazardous material incident cleanup, as well as structure and industrial fire suppression as described on the following pages. The City will send Emergicon the information and reports for false alarms, inspection and hazmat incidents to be billed.

b. Eligible fire department billings include the following:

1. Motor vehicle incidents
2. Structure fire
3. Vehicle fire
4. Equipment fires
5. Hazardous material incidents
6. Industrial/commercial incidents



a. Building inspections

c. Repeat False Alarms. Emergifire will process repeat false alarms, both multi-family residential and non- residential, following the direction of the City Code Chapters 6.60 - Operation of Commercial and Residential Alarm Systems and Chapter 2.28. Repeat false alarm data and reports claims are sent to Emergicon and will be billed by Emergifire at the appropriate time, per the City's ordinance. Bills are sent and followed up on three times. Emergifire will notify the City and seek guidance on further actions to take per the ordinance.

d. Repeat Inspection Billing. Emergifire will process Repeat Inspection Billing services. Emergifire will process repeat inspections, following the City's in accordance with City Code Chapter 2.28. Repeat inspection data and reports claims will be billed by Emergifire at the appropriate time, per the City's ordinance. Bills are sent and followed up on three times. If no payment is received after the third attempt, Emergifire will notify the City and seek guidance on further actions to take according to the City Code.

e. HazMat Billing. Emergifire will provide HazMat Billing services. Emergifire will process claims on HazMat remediations in accordance with City Code Chapter 2.28. Bills are sent to the at-fault party based on information and reports provided by the City and followed up on three times. If no payment is received after the third attempt, Emergifire will notify the City and seek guidance on further actions to take according to the City Code.

8. TRAINING.

Emergicon is responsible for onsite training, throughout the term of the contract, to ensure that all City of Georgetown Fire Department personnel and Fiscal Services staff are trained regarding documentation, charges, applicable health care laws and regulations as it relates to the billing process.

EXHIBIT 3

Business Associate Agreement Between
City of Georgetown, Texas and
Emergicon, LLC

This Business Associate Agreement ("Agreement") between City of Georgetown, Texas (the "City") and Emergicon, LLC is executed to ensure that Emergicon, LLC will appropriately safeguard protected health information ("PHI") that is created, received, maintained, or transmitted on behalf of the City in compliance with the applicable provisions of the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, *et seq*., as amended ("HIPAA"), with the American Recovery and Reinvestment Act of 2009, Title XIII, Subtitle D – Privacy, Sections 13400, *et seq.*, the Health Information Technology and Clinical Health Act, as amended (the "HITECH Act"), and with the Texas Medical Privacy Act, codified in the Texas Health & Safety Code Chapter 181 (the "TMRPA").

A. General Provisions

1. **Meaning of Terms.** The terms used in this Agreement shall have the same meaning as those terms defined in HIPAA.

2. **Regulatory References**. Any reference in this Agreement to a regulatory section means the section currently in effect or as amended.

3. **Interpretation**. Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA.

B. Obligations of Business Associate

Emergicon, LLC, agrees that it will:

1. Not use or further disclose PHI other than as permitted or required by this Agreement or as required by law;

2. Use appropriate safeguards and comply, where applicable, with the HIPAA Security Rule with respect to electronic protected health information ("e-PHI") and implement appropriate physical, technical and administrative safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement;

3. Report to the City of any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including any security incident (as defined in the HIPAA Security Rule) and any breaches of unsecured PHI as required by 45 CFR §164.410. Breaches of unsecured PHI shall be reported to the City immediately, and in no case later than twenty-four (24) hours after discovery, by telephone and email to the

contact designated by the City, and shall be followed by a written report within the first forty-eight (48) hours. The notification shall include, to the extent possible, the identification of each individual whose unsecured protected health information has been, or is reasonably believed by the business associate to have been, accessed, acquired, used, or disclosed during the breach and any other available information that the covered entity is required to include in notification to the individual under 45 CFR §164.404(c) or promptly thereafter as information becomes available. Emergicon, LLC shall cooperate with the City in meeting its notification obligations under federal and Texas law, including notice to the Texas Cyber Command.

4. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Emergicon, LLC agree to the same restrictions, conditions, and requirements that apply to Emergicon, LLC with respect to such information;

5. In accordance with Texas Health & Safety Code Section 181.101, ensure Emergicon and any subcontractors
6. Make PHI in a designated record set available to the City and to an individual who has a right of access in a manner that satisfies the City's obligations to provide access to PHI in accordance with 45 CFR §164.524 within 30 days of a request;

7. Make any amendment(s) to PHI in a designated record set as directed by the City, or take other measures necessary to satisfy the City's obligations under 45 CFR §164.526;

8. Maintain and make available information required to provide an accounting of disclosures to the City or an individual who has a right to an accounting within 60 days and as necessary to satisfy the City's obligations under 45 CFR §164.528;

9. To the extent that Emergicon, LLC is to carry out any of the City's obligations under the HIPAA Privacy Rule, Emergicon, LLC shall comply with the requirements of the Privacy Rule that apply to the City when it carries out that obligation;

10. Make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Emergicon, LLC on behalf of the City, available to the Secretary of Health and Human Services for purposes of determining Emergicon, LLC and the City's compliance with HIPAA and the HITECH Act;

11. Restrict the use or disclosure of PHI if the City notifies Emergicon, LLC of any restriction on the use or disclosure of PHI that the City has agreed to or is required to abide by under 45 CFR §164.522; and

12. If the City is subject to the Red Flags Rule (found at 16 CFR §681.1 *et seq.*), Emergicon, LLC agrees to assist the City in complying with its Red Flags Rule obligations by: (a) implementing policies and procedures to detect relevant Red Flags (as defined under 16 C.F.R. §681.2); (b) taking all steps necessary to comply

with the policies and procedures of the City Identity Theft Prevention Program; (c) ensuring that any agent or third party who performs services on its behalf in connection with covered accounts of the City agrees to implement reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft; and (d) alerting the City of any Red Flag incident (as defined by the Red Flag Rules) of which it becomes aware, the steps it has taken to mitigate any potential harm that may have occurred, and provide a report to the City of any threat of identity theft as a result of the incident.

C. Permitted Uses and Disclosures by Business Associate

The specific uses and disclosures of PHI that may be made by Emergicon, LLC on behalf of the City include:

1. The preparation of invoices to patients, carriers, insurers and others responsible for payment or reimbursement of the services provided by The City to its patients;

2. Preparation of reminder notices and documents pertaining to collections of overdue accounts;

3. The submission of supporting documentation to carriers, insurers and other payers to substantiate the healthcare services provided by the City to its patients or to appeal denials of payment for the same; and

4. Other uses or disclosures of PHI as permitted by HIPAA necessary to perform the services that Emergicon, LLC has been engaged to perform on behalf of the City.

D. Texas Law Requirements

1. Emergicon, LLC acknowledges that it is a "covered entity" as defined in Section 181.001(b)(2) of the Texas Health and Safety Code, and agrees to comply, to the extent applicable, with Chapters 181 and 183 of the Texas Health and Safety Code.

2. If Texas law imposes a requirement, standard, or deadline on Emergicon, LLC or the City that is more stringent than HIPAA or this Agreement, the more stringent requirement controls.

E. Termination

1. may terminate this Agreement if the City determines that Emergicon, LLC has violated a material term of the Agreement.

2. If either party knows of a pattern of activity or practice of the other party that constitutes a material breach or violation of the other party's obligations under this Agreement, that party shall take reasonable steps to cure the breach or end

the violation, as applicable, and, if such steps are unsuccessful, terminate the Agreement if feasible.

3. Upon termination of this Agreement for any reason, Emergicon, LLC shall return to the City or, at the City's written direction, destroy all PHI received from the City, or created, maintained, or received by Emergicon, LLC on behalf of the City that Emergicon, LLC still maintains in any form. Emergicon, LLC shall retain no copies of the PHI. If return or destruction is infeasible, the protections of this Agreement will extend to such PHI.

[*signatures on the following page*]

CITY OF GEORGETOWN

By: _____

Name: Josh Schroeder, Mayor

Date: _____

EMERGICON, LLC

By: Christopher Turner

Name, Title: Founder & CEO

Date: 10.7.26

ATTEST:

_____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

_____
Skye Masson, City Attorney

City of Georgetown, Texas
City Council
October 27, 2026

SUBJECT:
Interlocal Agreement with Williamson County for Ronald Reagan Roadway Improvements from FM 3405 to SH 195

SUGGESTED ACTION:
Consideration and possible action on an Interlocal Agreement with Williamson County for the construction of Ronald Reagan Roadway Improvements from FM3405 to Rattlesnake Road in the amount of $875,525.09 -- Wesley Wright, PE, Systems Engineering Director

ITEM SUMMARY:
Williamson County is moving forward with an expansion project of Ronald Reagan between FM3405 and Rattlesnake Road (just west of SH195). The project will expand Ronald Reagan from two lanes (one in each direction) to four lanes (two in each direction). The project is broken up into three distinct segments: C2 (FM3405 to Williams Drive), D1 (Williams Drive to CR245), and D2 (CR245 to SH195). Interlocal agreements for the relocation of city-owned utilities (primarily water) were approved at the October 13, 2026, City Council Meeting.

This agreement is for the actual roadway construction, which will be entirely funded by Williamson County with the exception of two city requested right turn lanes.

The first right turn lane is for the proposed Northlands Water Reclamation Facility located immediately west of the Sun City Blvd intersection. This turn lane is estimated to cost $119,486.56 and will be funded from the Northland's project budget.

The second right turn lane is for the future extension of Sun City Blvd north of Ronald Reagan that will be partially constructed by the recently approved Yearwood development. The proposed Yearwood development has agreed to reimburse the city for the costs of this right turn lane as part of their MUD Consent Agreement. Those costs are estimated to be $756,038.53 due to the need to expand the Ronald Reagan bridge over Berry Creek.

As with the previously approved utility relocations, these turn lanes will be included and bid with Williamson County's project. Section D1 of Ronald Reagan (Williams to CR245) has already been awarded and broken ground. The remaining sections are anticipated to bid in early 2027 and begin construction in the summer of 2027. All phases are anticipated to take approximately 2 years to complete.

Staff recommends approval of the proposed Interlocal Agreement with Williamson County for the construction of Ronald Reagan Roadway improvements.

FINANCIAL IMPACT:
Funds are available for these expenditures. The Northlands Water Reclamation Facility turn lane will be funded by the wastewater project budget. The Sun City turn lane will initially be funded from

the FY27 Budget and reimbursed by the Yearwood development with their first debt issuance.

SUBMITTED BY:
Shawn Gunnin, Systems Engineering

ATTACHMENTS:
WILCO -- ILA with COGT on Ronald Reagan Roadway C1 C2 D1 D2 w exhibits (10.14.26).pdf

INTERLOCAL AGREEMENT
REGARDING THE PARTICIPATION OF THE CITY OF GEORGETOWN, TEXAS, AND WILLIAMSON COUNTY, TEXAS, IN THE DESIGN AND CONSTRUCTION COSTS RELATED TO THE RONALD REAGAN SEGMENTS C1, C2, D1, AND D2 PROJECT

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

THIS INTERLOCAL AGREEMENT ("**Agreement**") is entered into between the City of Georgetown, Texas ("**City**"), a Texas home-rule municipality, and Williamson County, Texas, a political subdivision of the State of Texas ("**County**"). In this Agreement, City and the County are sometimes individually referred to as a "**Party**" and collectively referred to as the "**Parties**."

WHEREAS, V.T.C.A., Government Code, Chapter 791, the Texas Interlocal Cooperation Act, provides that any one or more public agencies may contract with each other for the performance of governmental functions or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties; and

WHEREAS, the County is in the process of designing and constructing improvements to Ronald Reagan Boulevard from RM 3405 to Rattlesnake Road, as shown in Exhibit "A" attached hereto ("County Project"); and

WHEREAS, the City desires to cooperate with the County to facilitate construction of the County Project and, in furtherance thereof, has agreed to fund the construction of right-turn lanes on westbound Ronald Reagan Boulevard at the future northbound Sun City Boulevard and at the location of the City's future Northlands Water Reclamation Facility.

NOW, THEREFORE, in consideration of the foregoing premises, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the County and City agree as follows:

I.
PURPOSE

1.01 General. The purpose of this Agreement is to provide for the City's participation in the design, right-of-way acquisition, utility relocation, and construction of the County Project.

1.02 Continuation of Service. The County shall undertake the County Project in a manner that minimizes disruption of water service to existing City customers. Without the prior written consent of the City's Water Director, the County Project shall not result in an interruption

of water service to any existing City customer exceeding four (4) hours during the months of June, July, or August, or eight (8) hours during any other time of the year.

II.
DESIGN AND CONSTRUCTION OF COUNTY PROJECT

2.01 Design of County Project. The County has contracted with engineering firms ("Design Firms") regarding the engineering and design for the County Project, and shall ensure that the design includes the following:

Construction of new lanes and intersection improvements on Ronald Reagan Boulevard from RM 3405 to Rattlesnake Road, including earthwork, grading, drainage structures, bridges, retaining walls, paving, illumination, signals, SW3P, signing, striping, environmental work, and traffic control.

The County shall provide the City with final as-builts at the completion of the construction of the County Project.

2.02 Design and Construction Costs. Other than the costs provided for in Section 3 of this Agreement, the County shall be responsible for all costs associated with the preliminary and final design, right-of-way acquisitions, relocation of utilities not owned by City, construction bidding, project management, and all other costs related to the County Project ("Project Cost") except for relocation of City Utilities, which shall be provided for by separate agreement. The Project Cost is currently estimated at $111,634,000. The Project Cost is broken down per segment to be:

a) Ronald Reagan C1 Estimate: $20,667,000

b) Ronald Reagan C2 Estimate: $25,584,000

c) Ronald Reagan D1 Estimate: $33,724,000

d) Ronald Reagan D2 Estimate: $31,659,000

2.03 Construction Plans. The County Project plans and specifications, including any amendments, for the improvements shall be provided to the City for review and comment prior to construction.

2.04 Inspection. City may inspect all aspects of the County Project that are within the City's territorial limits during construction. Upon receipt of notification from the City that the City's inspectors determine the construction by the County is not in accordance with the approved project plans, the County shall cease construction until the deficiency can be identified, and a corrective plan of construction can be implemented with the agreement of the City.

2.05 Permits. The County shall be responsible for obtaining permits, if any, required for the construction of the County Project. Permit fees (estimated as approximately $40,000.00) that

are required by the City are to be calculated but not paid. Instead, such fees shall be applied against the balance of available credits, consistent with the treatment of other County projects permitted through the City in connection with the November 2018 Interlocal Lease Agreement between the parties related to the parking lot at 8th and Martin Luther King Street in Georgetown, Texas. This does not include any permits or associated fees related to trees. Any tree surveys, tree removal permits, or associated fees arising from City regulations or ordinances will not be required for the County Project.

2.06 Insurance, Bonds, and Warranties. The County shall require the contractor for the County Project and City Project to maintain adequate insurance coverage against claims for injuries to persons and damage to property, and to name the City as an additional insured on any policies related to the County Project. The County shall require the contractor to provide performance bonds, payment bonds, and maintenance bonds for the County Project in favor of the City in amounts satisfactory to the City. All applicable warranties shall be transferred to City upon final completion and acceptance of the County Project by the City.

2.07 City's Right to Audit. County agrees that the City or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of the County which are directly pertinent to the services to be performed and amounts expended under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. County agrees that City shall have access during normal working hours to all necessary County facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. City shall give County reasonable advance notice of intended audits.

III.
CITY OBLIGATIONS

3.01 Permission to Construct and Condemn. City agrees to allow the County to construct the County Project on and within City property, specifically for construction work located in the City's easements as referenced in Document Nos. 2009060886, 2008048277, 2022045281, and for ditch grading work inside the City's drainage easements referenced in Plat 2023047945, and within the City's territorial limits. The City agrees to allow the County to acquire right-of-way within the City's territorial limits as necessary.

3.02 City Payment. The City shall pay the County in the amount of EIGHT HUNDRED SEVENTY-FIVE THOUSAND FIVE HUNDRED TWENTY-FIVE AND 09/100 DOLLARS ($875,525.09) for the design and construction costs related to the addition of the right-turn lanes at the future north extension of Sun City Boulevard and the City's future Northlands Water Reclamation Facility (the "City Participation Amount"). The locations of the right-turn lanes are shown in Exhibits "B Sun City Boulevard" and Exhibit "C Northland Water Reclamation Facility", respectively, and their estimated costs are set forth in Exhibits "D Cost Estimate – Sun City Boulevard" and Exhibit "E Cost Estimate – Northlands Water Reclamation Facility", respectively,

all attached to this Agreement. The County shall submit a written payment request to the City, up to the City Participation Amount upon the award of the construction contract for Segment D2 of the County Project. The City shall remit payment to the County for the total written payment request amount up to the City Participation Amount, within thirty (30) days after receipt of the payment request from the County.

3.03 Texas Prompt Payment Act Compliance. To the extent permitted by law, Chapter 2251 of the Texas Government Code shall govern payment for goods and services. An invoice shall be deemed overdue the 31st day after the later of (1) the date Customer receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the City of Georgetown Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by City in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of City fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

3.04 Operation and Maintenance. After completion of the County Project, the City agrees that it will own and maintain the County Project improvements within City's territorial limits or as otherwise required by State law, as said City limits exist currently and as they change with future annexations, after County's written Final Completion of the County Project. The City will maintain all water quality facilities within City limits.

IV.
DISPUTES

4.01 Material Breach; Notice and Opportunity to Cure.

a) In the event that one Party believes that another Party has materially breached one of the provisions of this Agreement, the non-defaulting Party will make written demand to cure and give the defaulting Party up to 30 days to cure such material breach or, if the curative action cannot reasonably be completed within 30 days, the defaulting Party will commence the curative action within 30 days and thereafter diligently pursue the curative action to completion. Notwithstanding the foregoing, any matters specified in the default notice which may be cured solely by the payment of money must be cured within 10 days after receipt of the notice. This applicable time period must pass before the non-defaulting Party may initiate any remedies available to the non-defaulting Party due to such breach.

b) Any non-defaulting Party will mitigate direct or consequential damages arising from any breach or default to the extent reasonably possible under the circumstances.

c) The Parties agree that they will negotiate in good faith to resolve any disputes and may engage in non-binding mediation, arbitration, or other alternative dispute resolution methods as recommended by the laws of the State of Texas.

4.02 Equitable Relief. In recognition that failure in the performance of the Parties' respective obligations could not be adequately compensated in monetary damages alone, the Parties agree that after providing notice and an opportunity to cure in accordance with Section 4.01 above, the Parties shall have the right to request any court, agency or other governmental authority of appropriate jurisdiction to grant any and all remedies which are appropriate to assure conformance to the provisions of this Agreement. The defaulting Party shall be liable to the other for all costs actually incurred in pursuing such remedies and for any penalties or fines as a result of the failure to comply with the terms including, without limitation, the right to obtain a writ of mandamus or an injunction requiring the governing body of the defaulting Party to levy and collect rates and charges or other revenues sufficient to pay the amounts owed under this Agreement.

4.03 Agreement's Remedies Not Exclusive. The provisions of this Agreement providing remedies in the event of a Party's breach are not intended to be exclusive remedies. The Parties retain, except to the extent released or waived by the express terms of this Agreement, all rights at law and in equity to enforce the terms of this Agreement.

4.04 Force Majeure. If, by reason of force majeure, any Party hereto shall be rendered wholly or partially unable to carry out its obligations under this Agreement, then such Party shall give written notice of the full particulars of such force majeure to the other Party within ten (10) days after the occurrence thereof. The obligations of the Party giving such notice, to the extent affected by the force majeure, shall be suspended during the continuance of the inability claimed, except as hereinafter provided, but for no longer period, and the Party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure" as employed herein shall mean and refer to acts of God; strikes, lockouts, or other industrial disturbances: acts of public enemies, orders of any kind of the government of the United States, the State of Texas or any civil or military authority; insurrections; riots; epidemic; landslides; lightning, earthquakes; fires, hurricanes; storms, floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery, pipelines, or canals; or other causes not reasonably within the control of the Party claiming such inability.

V.
GENERAL PROVISIONS

5.01 Authority. This Agreement is made in part under the authority conferred in Chapter 791, *Texas Government Code.*

5.02 Term. This Agreement shall commence upon execution of this Agreement and shall end upon the completion of the County Project.

5.03 Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected and this Agreement will be construed as if the invalid portion had never been contained herein.

5.04 Payment from Current Revenues. Any payments required to be made by a Party under this Agreement will be paid from current revenues or other funds lawfully available to the Party for such purpose.

5.05 Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

5.06 Entire Agreement. This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter and only relates to those portions of the County Project shown in Exhibits B and C.

5.07 Amendments. Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

5.08 Applicable Law; Venue. This Agreement will be construed in accordance with Texas law. The venue for any action arising hereunder will be in Williamson County, Texas.

5.09 Notices. Any notices given under this Agreement will be effective if (i) forwarded to a Party by hand-delivery; (ii) transmitted to a Party by confirmed telecopy; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

GEORGETOWN: City of Georgetown
Attn: City Manager
P.O. Box 409
Georgetown, Texas 78627
david.morgan@georgetowntexas.gov

With a copy to:

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

COUNTY: 1848 Texas Trail
Georgetown, Texas 78626
Attn: Steven Snell
Telephone: (512) 943-1550
Facsimile: (512) 943-1662

5.10 Counterparts; Effect of Partial Execution. This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

5.11 Effective Date. This Agreement is executed to be effective on the date the last Party signs this Agreement.

5.12 No Joint Venture. The County Project is a sole project of the County and is not a joint venture or other partnership with the City.

(SIGNATURES ON FOLLOWING PAGE)

THE CITY OF GEORGETOWN, TEXAS

By:_____
Josh Schroeder, Mayor

ATTEST:

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 on this ____ day of _____, 2026, by _____ as _____ of the City of Georgetown, Texas, on behalf of said City.

_____
Notary Public, State of Texas

WILLIAMSON COUNTY, TEXAS

By:_____
Steve Snell, County Judge

ATTEST:

By: _____
Nancy Rister, County Clerk

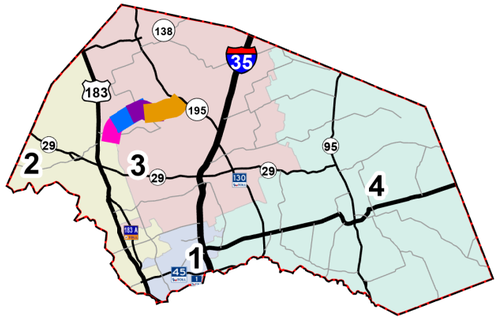
THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS INSTRUMENT was acknowledged before me on this _____, by Steve Snell, County Judge of Williamson County, Texas, on behalf of said County.

_____
Notary Public, State of Texas

Exhibit "A"
County Project Location

EXHIBIT A



RONALD REAGAN BOULEVARD

Segment D2
Limits: From CR 245 to West of Rattlesnake Rd

Segment D1
Limits: From RM 2338 to CR 245

Segment C2
Limits: From CR 289 to West of RM 2338

Segment C1
Limits: From FM 3405 to CR 289

195
Rattlesnake Rd
CR 245
Ronald Reagan Blvd
CR 289
2338
3405
GEORGETOWN
Lake Georgetown
183
35
29

Ronald Reagan Boulevard Segments
- Segment C1
- Segment C2
- Segment D1
- Segment D2

City Limits
- GEORGETOWN
- GEORGETOWN ETJ

N
W E
S

0 1 2 3 Miles

1:75,000

WILCO TEXAS

HNTB

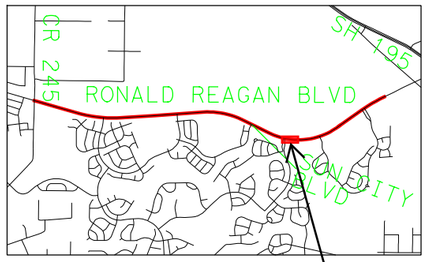
Map updated date : 4/15/2026

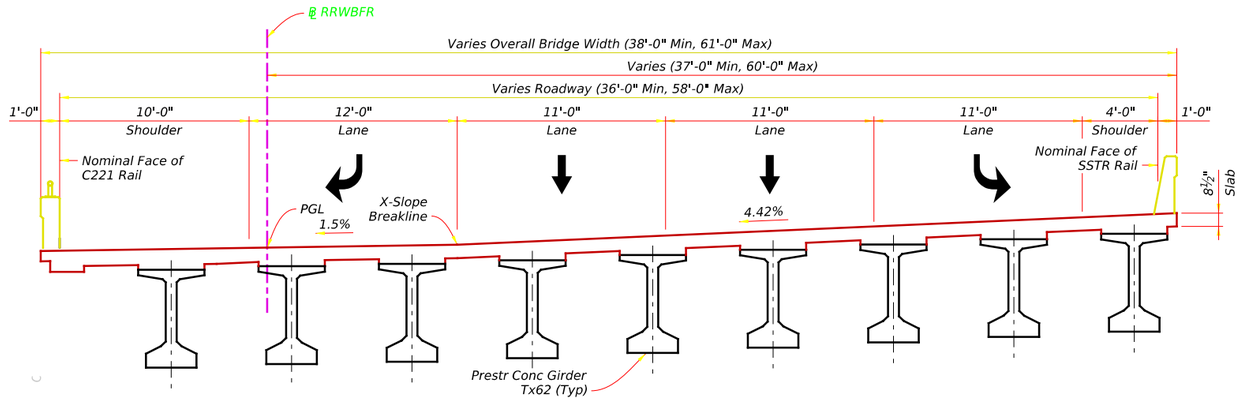
Path: \\ausw00\Jobs2\61272_WilcoDesign&PlanGEC\Techprod\GIS\MXD\EXHIBIT\Projects_Individual\Ronald Reagan Planning Contracts\Ronald Reagan Boulevard\RRBlvd_06082023

Exhibit "B"
Sun City Boulevard RTL Location

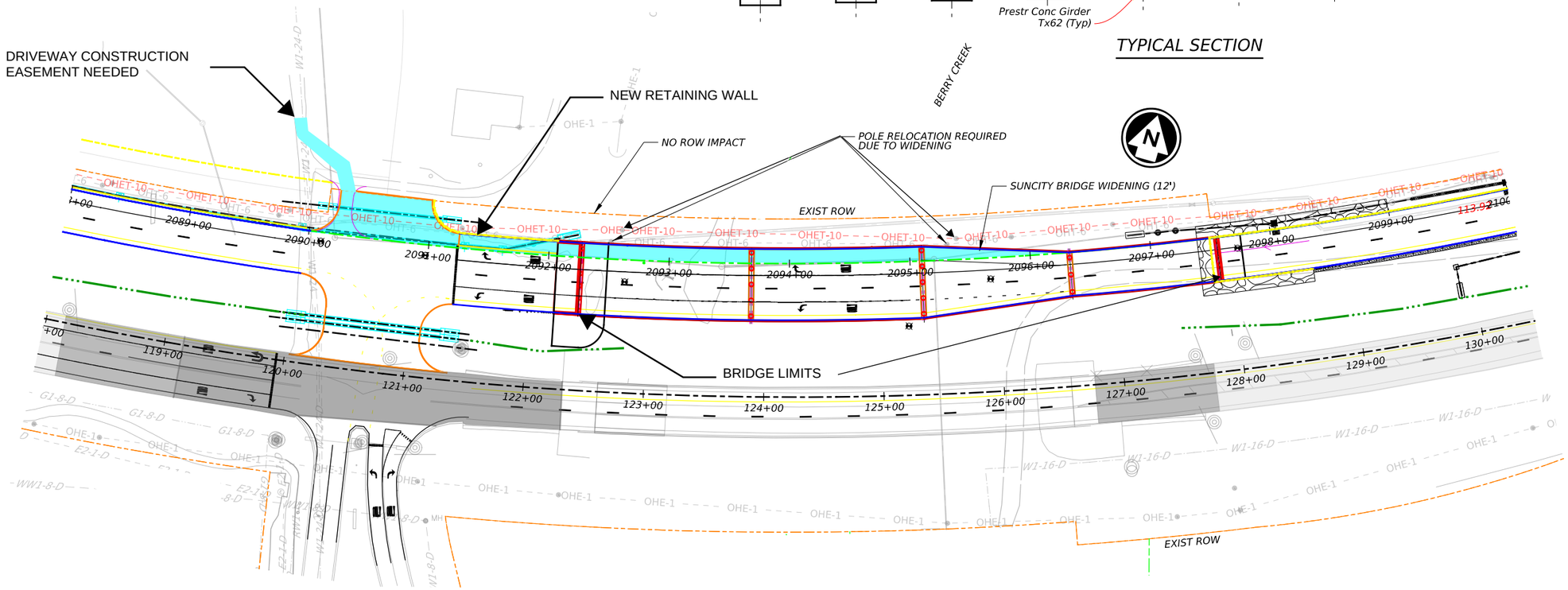
100% SUBMITTAL

DW: $XXXS | CK:CM
DW: $XXXS | CK:CM





TYPICAL SECTION



LEGEND

- CURVE # — ALIGNMENT CURVE NUMBER
- DIRECTION OF TRAFFIC
- EXISTING LANE OF TRAFFIC
- EXISTING ROW
- EASEMENT
- FLOW DIRECTION
- PROPOSED DITCH
- PARCEL LINES
- 0-2" MILL & 2" OVERLAY
- 2" MILL & OVERLAY
- 2" OVERLAY
- RIGHT TURN LANE WIDENING

0 50 100
SCALE IN FEET
1"=100' H
1"=10' V

NOTES

1. UTILITIES SHOWN ARE APPROXIMATE. CONTRACTOR TO FIELD VERIFY DEPTH AND LOCATION.
2. STATION AND OFFSETS ARE FROM ℄ RRWBFR UNLESS OTHERWISE NOTED
3. SEE DRIVEWAY SUMMARY FOR DRIVEWAY INFORMATION.
4. CURB TRANSITION IS SUBSIDIARY TO ITEM 529.
5. SAWCUT IS SUBSIDIARY TO ITEM 316.
6. FOR ANY EXCAVATION WITHIN 5' OF CITY OF GEORGETOWN ELECTRIC POLES, CONTACT ERIC POUNCEY (512) 638-3193 eric.pouncey@georgetowntexas.gov AND TODD BEARING Todd.bearing@georgetowntexas.gov 72 HOURS PRIOR TO EXCAVATION.

* MEETS 60 MPH DESIGN SPEED

FOR INFORMATION ONLY
NOT FOR CONSTRUCTION

AMERICAN STRUCTUREPOINT INC.
TBPELS FIRM NO. F-10069
2600 VIA FORTUNA
BUILDING 1, SUITE 300
AUSTIN, TX 78746
TEL 512.494.6037 FAX 317.543.0270
www.structurepoint.com

WILCO TEXAS

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RONALD REAGAN SEG D2

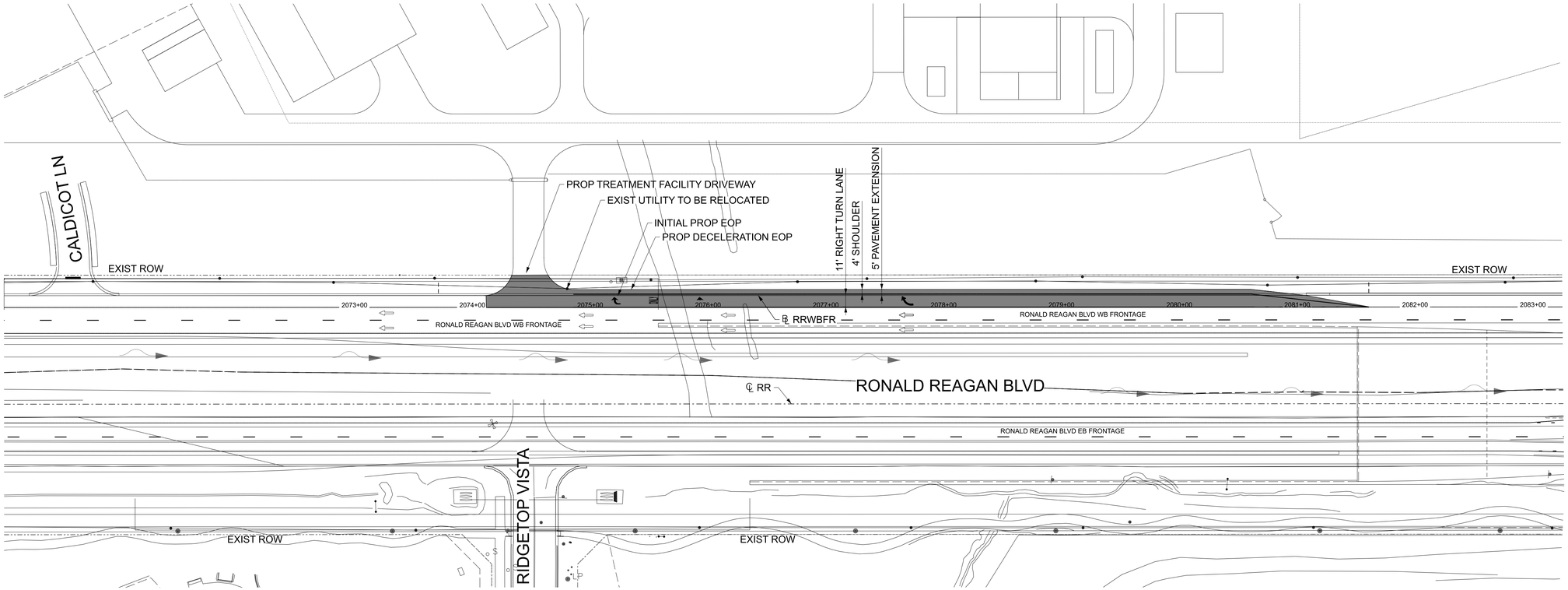
SUNCITY BLVD RT TURN LANE

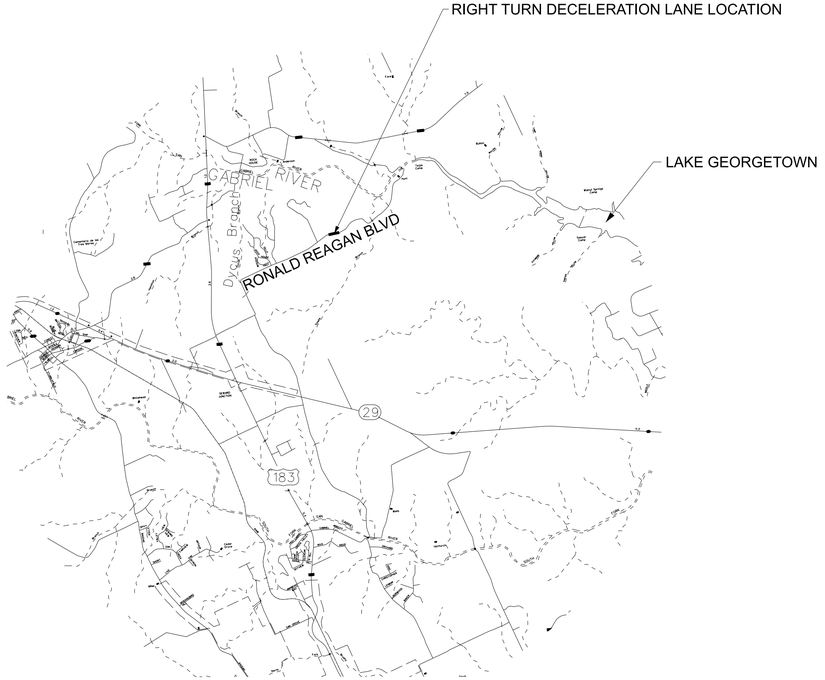
SHEET 1 OF 1

DESIGN	GRAPHICS	CHECK	CHECK	SHEET NO.
DN	DN	CM	CM	
	STATE	COUNTY	PRECINCT	
	TX	WILCO	PCT 3	

DATE: 12/4/2025 6:36:49 PM
FILE: RRWBFR - Plan 1-1-1 [Sheet].dgn

Exhibit "C"
Northland Water Reclamation Facility RTL Location





LOCATION MAP
N.T.S

LEGEND

- FRONTAGE ROAD TRAFFIC DIRECTION
- RIGHT TURN TRAFFIC
- EXIST ROW
- PROP RIGHT TURN DECELERATION LANE

0 25' 50'
SCALE IN FEET

NOT FOR CONSTRUCTION

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF ANDREA BRYANT, P.E. TEXAS NO: 120424 DATE: 10/12/2026 NOT FOR REGULATORY APPROVAL, PERMITTING OR CONSTRUCTION.

Freese and Nichols, Inc.
Texas Registered Engineering Firm F-2144

FREESE NICHOLS
10431 Morado Circle, Suite 300
Austin, Texas 78759
Phone - (512) 617-3100
Web - www.freese.com

CITY OF GEORGETOWN, TX

NORTHLANDS WRF

NORTHLANDS FACILITY DECELERATION LANE

NO.	ISSUE	BY	DATE

F&N JOB NO.
DATE
DESIGNED AB
DRAWN MK
CHECKED AB
APPROVED
FILE NAME 34BORDER.DWG

VERIFY SCALE Bar Scale is one inch on original drawing. If not one inch on this sheet, adjust scale.
0 1"

SHEET

SEQ.

ACAD Rel: 25.1s (LMS Tech)
Filename: N:\STANDARD\34BORDER.DWG
Last Saved: 9/17/2026 1:07 PM Saved By: 08764

Plot Date: 8/15/2025 10:01 AM Plot By: 08764 Filename: N:\STANDARD\34BORDER.DWG

DO NOT SCALE DRAWING - USE DIMENSIONS ONLY

Exhibit "D"
Sun City Boulevard RTL Cost Estimate

Construction Estimate

	ITEM NO.	DESC NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
ROADWAY	110	7001	EXCAV (ROADWAY)	CY	100	$ 13.00	$ 1,300.00
	132	7005	EMBANK (FNL)(OC)(TY C)	CY	100	$ 35.00	$ 3,500.00
	247	7178	FL BS (CMP IN PLC)(TY A GR 4)(FINAL POS)	CY	183	$ 55.00	$ 10,043.30
	260	7003	LIME (QUICKLIME (LIME SLURRY))	TON	9.9	$ 350.00	$ 3,451.24
	260	7007	LIME TRT (EXIST MATL)(8")	SY	548	$ 6.00	$ 3,286.90
	310	7013	PRIME COAT(MC-30 OR AE-P)	GAL	109.6	$ 8.00	$ 876.51
	316	7078	ASPH (AC-15P OR CRS-2P)	GAL	35.1	$ 6.00	$ 210.36
	316	7187	AGGR (TY-D, GR-5)(SAC-B)	CY	3.7	$ 155.00	$ 566.08
	341	7001	D-GR HMA TY-B PG64-22	TON	189	$ 120.00	$ 22,679.60
	341	7050	D-GR HMA TY-D SAC B PG70-22	TON	63	$ 130.00	$ 8,189.86
	341	7082	TACK COAT	GAL	43.8	$ 5.00	$ 219.13
	432	7002	RIPRAP (CONC)(5 IN)	CY	13.9	$ 800.00	$ 11,120.00
	530	7010	DRIVEWAY (ACP)	SY	391	$ 72.00	$ 28,162.37
BRIDGE	400	7010	CEM STABIL BKFL	CY	38	$ 110.00	$ 4,180.00
	416	7007	DRILL SHAFT (42 IN)	LF	15	$ 400.00	$ 6,000.00
	416	7008	DRILL SHAFT (48 IN)	LF	41	$ 480.00	$ 19,680.00
	420	7013	CL C CONC (ABUT)	CY	6.4	$ 1,160.00	$ 7,424.00
	420	7023	CL C CONC (CAP)	CY	14.2	$ 1,600.00	$ 22,720.00
	420	7039	CL C CONC (COLUMN)	CY	12.5	$ 1,610.00	$ 20,125.00
	422	7002	REINF CONC SLAB	SF	3834	$ 25.00	$ 95,850.00
	422	7014	APPROACH SLAB	CY	9	$ 710.00	$ 6,390.00
	425	7006	PRESTR CONC GIRDER (TX62)	LF	401.91	$ 280.00	$ 112,534.80
	432	7002	RIPRAP (CONC)(5 IN)	CY	14.1	$ 800.00	$ 11,280.00
	450	7033	RAIL (TY C221)(HPC)	LF	-0.8	$ 75.00	$ (60.00)
	454	7004	SEALED EXPANSION JOING (4 IN) (SEJ -M)	LF	22	$ 233.00	$ 5,126.00
WALLS	423	7001	RETAINING WALL (MSE)	SF	581	$ 85.00	$ 49,369.70
	432	7001	RIPRAP (CONC)(4 IN)	CY	2.5	$ 600.00	$ 1,513.63
	450	7024	RAIL (TY SSTR)	LF	102	$ 68.00	$ 6,919.00
	556	6001	PIPE UNDERDRAINS (TY 1) (6")	LF	102	$ 87.00	$ 8,884.44
SPM	644	7057	IN SM RD SN SUP&AM TYTWT(1)WS(P)	EA	2	$ 500.00	$ 1,000.00
	666	7042	REFL PAV MRK TY I (W)(ARROW)(100MIL)	EA	2	$ 200.00	$ 400.00
	666	7066	REFL PAV MRK TY I (W)(WORD)(100MIL)	EA	2	$ 245.00	$ 490.00
	666	7024	REFL PAV MRK TY I (W)8"(SLD)(100MIL)	LF	506	$ 1.30	$ 657.80
	666	7036	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	LF	11	$ 9.00	$ 99.00
	666	7179	RE PM TY II (W) 8" (SLD)	LF	506	$ 0.75	$ 379.50
	666	7186	RE PM TY II (W) (ARROW)	EA	2	$ 100.00	$ 200.00
	666	7194	RE PM TY II (W) (WORD)	EA	2	$ 100.00	$ 200.00
DRN	464	7005	RC PIPE (CL III)(24 IN)	LF	20	$ 90.00	$ 1,800.00
	464	7007	RC PIPE (CL III)(30 IN)	LF	10	$ 120.00	$ 1,200.00
	465	7002	MANH (COMPL)(PRM)(48IN)	EA	1	$ 6,000.00	$ 6,000.00

TRAFFIC	624	7001	GROUND BOX TY A (122311)	EA	-1	$	1,500.00	$ (1,500.00)
	624	7007	GROUND BOX TY D (122311)	EA	1	$	1,500.00	$ 1,500.00
	682	7002	VEH SIG SEC (12") LED (GRN ARW)	EA	1	$	280.00	$ 280.00
	682	7004	VEH SIG SEC (12") LED (YEL ARW)	EA	1	$	280.00	$ 280.00
	682	7006	VEH SIG SEC (12") LED (RED ARW)	EA	1	$	280.00	$ 280.00
	682	7039	BACKPLATE W/REFL BRDR (3 SEC) ALUM	EA	1	$	195.00	$ 195.00
	684	7010	TRF SIG CBL (TYA) (12 AWG) (5 CONDR)	LF	200	$	3.00	$ 600.00
	686	7059	INS TRF SIG PL AM(S) 1 ARM (55') LUM	EA	-1	$	40,000.00	$ (40,000.00)
	686	7067	INS TRF SIG PL AM(S) 1 ARM (65') LUM	EA	1	$	48,000.00	$ 48,000.00
	6007	7001	BBU SYSTEM (EXTERNAL BATTERY CABINET)	EA	1	$	10,000.00	$ 10,000.00
+	500	7001	MOBILIZATION				10%	$ 50,360.32

					TOTAL Construction Cost	**$ 553,963.53**

Design Estimate

Task	STC	American Structurepoint	Garver	Total Labor
Project Mangement and Coordination	$ -	**$ 4,920.00**	**$ 2,066.00**	**$ 6,986.00**
Drainage Study	$ -	**$ -**	**$ 13,327.00**	**$ 13,327.00**
Plan Prepartaion	$ -	**$ 151,865.00**	**$ 14,197.00**	**$ 166,062.00**
Soil Sample Collection and Testing	**$ 15,700.00**	**$ -**	**$ -**	**$ 15,700.00**

Total Design Cost	**$ 202,075.00**

Grand Total	**$ 756,038.53**

Exhibit "E"
Northland Water Reclamation Facility RTL Cost Estimate

Construction Estimate

	ITEM NO.	DESC NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
ROADWAY	110	7001	EXCAV (ROADWAY)	CY	100	$ 13.00	$ 1,300.00
	132	7005	EMBANK (FNL)(OC)(TY C)	CY	100	$ 35.00	$ 3,500.00
	247	7178	FL BS (CMP IN PLC)(TY A GR 4)(FINAL POS)	CY	93	$ 55.00	$ 5,115.00
	260	7003	LIME (QUICKLIME (LIME SLURRY))	TON	8.0	$ 350.00	$ 2,800.00
	260	7007	LIME TRT (EXIST MATL)(8")	SY	417	$ 6.00	$ 2,502.00
	310	7013	PRIME COAT(MC-30 OR AE-P)	GAL	83.0	$ 8.00	$ 664.00
	316	7078	ASPH (AC-15P OR CRS-2P)	GAL	134.0	$ 6.00	$ 804.00
	316	7187	AGGR (TY-D, GR-5)(SAC-B)	CY	3.0	$ 155.00	$ 465.00
	341	7001	D-GR HMA TY-B PG64-22	TON	143	$ 120.00	$ 17,160.00
	341	7050	D-GR HMA TY-D SAC B PG70-22	TON	48	$ 130.00	$ 6,240.00
	530	7010	DRIVEWAY (ACP)	SY	25	$ 72.00	$ 1,800.00
SPM	644	7057	IN SM RD SN SUP&AM TYTWT(1)WS(P)	EA	2	$ 500.00	$ 1,000.00
	666	7042	REFL PAV MRK TY I (W)(ARROW)(100MIL)	EA	2	$ 200.00	$ 400.00
	666	7066	REFL PAV MRK TY I (W)(WORD)(100MIL)	EA	2	$ 245.00	$ 490.00
	666	7024	REFL PAV MRK TY I (W)8"(SLD)(100MIL)	LF	700	$ 1.30	$ 910.00
	666	7179	RE PM TY II (W) 8" (SLD)	LF	700	$ 0.75	$ 525.00
	666	7186	RE PM TY II (W) (ARROW)	EA	2	$ 100.00	$ 200.00
	666	7194	RE PM TY II (W) (WORD)	EA	2	$ 100.00	$ 200.00
+	500	7001	MOBILIZATION				$ 15,000.00

					TOTAL Construction Cost	**$ 61,075.00**

Design Estimate

Task	American Structurepoint	Garver	SAM	Total Labor
Project Mangement and Coordination	**$ 1,840.00**	**$ -**		**$ 1,840.00**
Drainage Study	**$ -**	**$ 4,218.00**		**$ 4,218.00**
Plan Prepartaion	**$ 16,040.00**	**$ -**		**$ 16,040.00**
ROW MAP Preparations			**$ 12,416.25**	**$ 12,416.25**

Total Design Cost			**$ 34,514.25**
Contigency 25%			**$ 23,897.31**
Grand Total			**$ 119,486.56**

City of Georgetown, Texas
City Council
October 27, 2026

SUBJECT:
Concrete and Asphalt Repairs Contract with Bennett Paving

SUGGESTED ACTION:
Consideration and possible action to award a contract to Bennett Paving for concrete and asphalt repairs for an initial one-year term in an amount of $300,000.00 and to authorize the City Manager to execute up to four additional one-year renewals for a total not-to-exceed amount of $1,500,000.00 -- Tim Walker, Water Utility Assistant Director

ITEM SUMMARY:
The City of Georgetown Water Utility performs routine and emergency repairs to water distribution infrastructure that often require excavation and removal of existing asphalt and concrete pavement. Following completion of these repairs, pavement restoration is necessary to return affected roadways, sidewalks, and other paved surfaces to their original condition.

The proposed contract with Bennett Paving will provide asphalt and concrete restoration services following water utility repairs, allowing for timely completion of pavement restoration, minimizing disruptions to traffic and residents, and maintaining the safety and integrity of public infrastructure.

FINANCIAL IMPACT:
Funds are budgeted in Cost Centers: CC0528 and CC0530, Spend Category: Contract Labor, Fund: 660

SUBMITTED BY:
Deniece Sesma, Water Utility Department

ATTACHMENTS:
26-0384-SC Bennett Paving Signed.pdf

GENERAL SERVICE AGREEMENT WITH THE CITY OF GEORGETOWN, TEXAS

This General Service Agreement is entered into and made effective on the _____ day of _____, 2026 by and between the **City of Georgetown**, a Texas home-rule municipal corporation (the "City"), and **Bennett Paving, Inc.** a Texas Corporation (the "Contractor"), for the following work: Concrete and Asphalt Repair Services, as described in the Scope of Services, attached as **Exhibit A.**

1. **Consideration.** In consideration for the services performed in the Scope of Services and Contractor's completion of work in conformity with this Agreement, the City shall pay the Contractor an amount not to exceed **FOUR HUNDRED THOUSAND AND N0/100 DOLLARS ($400,000.00)** per term.

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

3. **Supplement Provisions**. Supplemental provisions applicable to this Agreement are included in **Exhibit B** and incorporated herein by reference.

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

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

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

7. **Non-Appropriation**. This Agreement is a commitment of City's current revenues only. The City shall have the right to terminate this Agreement at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to purchase the

services. The City may terminate for non-appropriation by giving the Contractor a written notice of termination at the end of its then current fiscal year.

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

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

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

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

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

13. **RELEASE. THE CONTRACTOR ASSUMES FULL RESPONSIBILITY FOR THE WORK TO BE PERFORMED HEREUNDER AND HEREBY RELEASES,**

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

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

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

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

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

18. **Taxes.** The City is exempt from payment of state and local sales and use taxes on labor and materials incorporated into the project. If necessary, it is the Contractor's responsibility to

obtain a sales tax permit, resale certificate, and exemption certificate that shall enable the Contractor to buy any materials to be incorporated into the project and then resell the aforementioned materials to the City without paying the tax on the materials at the time of purchase.

19. **Confidential Information**. Each party agrees not to use, disclose, sell, license, publish, reproduce or otherwise make available the information of the other party ("Confidential Information") except and only to the extent necessary to perform under this Agreement or as required by the Texas Public Information Act or other applicable law. Parties shall endeavor to designate Confidential Information as such at the time of disclosure. Each party agrees to secure and protect the other party's Confidential Information in a manner consistent with the maintenance of the other party's confidential and proprietary rights in the information and to take appropriate action by instruction or agreement with its employees, consultants, or other agents who are permitted access to the other party's Confidential Information to satisfy its obligations under this Section. This paragraph shall survive the term of the Agreement.

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

Notice to the Contractor:

Bennett Paving, Inc.
P.O. Box 2309
Leander, TX 78646

Notice to the City:

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

With a copy to:

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

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

will not be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies.

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

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

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

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

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

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

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

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

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

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

32. **Severability**. This Agreement is severable and if any one or more parts of it are found to be invalid, such invalidity shall not affect the remainder of this Agreement if it can be given effect without the invalid parts.

33. **Survivability**. Subject to the limitations and other provisions of this Agreement: (a) the representations and warranties of the Parties contained herein will survive the expiration or earlier termination of this Agreement for a period of twenty-four (24) months after such expiration or termination and (b) the Indemnity and Release of Contractor sections of this Agreement, as well as any other provision that, in order to give proper effect to its intent, should survive such expiration or termination, will survive the expiration or earlier termination of this Agreement for a period of twenty-four (24) months after such expiration or termination.

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

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

continue providing on a timely basis all services to be provided by the Contractor hereunder, including any service as to which there is a dispute.

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

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

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

39. **Exhibits.** All exhibits to this Agreement are incorporated and made part of this Agreement for all purposes.

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

List of Exhibits

A. Scope of Services
B. Supplemental Provisions
C. Payment Schedule
D. Insurance Requirements
E. Certificates of Insurance

[*signatures on the following page*]

CITY OF GEORGETOWN

By: _____

Name: Josh Schroeder, Mayor

Date: _____

CONTRACTOR: Bennett Paving, Inc.

By: _____

Name, Title: Bryan Bennett, President

Date: 10/20/2026

ATTEST:

_____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

_____
Skye Masson, City Attorney

EXHIBIT A
SCOPE OF SERVICES

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

Repairs will be requested on an as-needed basis and will vary in size. Plans will not be available for services requested and locations for work will vary. Contractor shall provide all supervision, labor, material, supplies, transportation, equipment, tools, traffic control, disposal services and consumables necessary to furnish and deliver items pertaining to concrete, asphalt installation, maintenance, restoration and repair throughout the City. This Agreement covers day-to-day maintenance, utility restoration, emergency repairs, and repair of concrete and asphalt.

Work locations may include residential streets, arterial roadways, alleys, sidewalks, driveways, utility easements, parking lots, and other developed City properties.

I. Concrete Repairs

Provide and prepare concrete, set forms, install reinforcement as required, and repair sidewalks, curbs, curb ramps, driveways, and other concrete improvements unless otherwise specified by the City.

All existing concrete shall be saw cut to neat, straight lines prior to removal.

Unless otherwise directed by the City:

- Concrete shall be 3,800 PSI minimum compressive strength.
- Sidewalks shall be a minimum of four (4) inches thick.
- Residential driveways shall be a minimum of six (6) inches thick.
- Commercial driveways shall be six (6) to eight (8) inches thick as directed by the City.
- Curb and gutter sections shall match existing dimensions.

Reinforcement shall be installed as follows unless otherwise directed by the City:

- Sidewalks shall be #3 rebar at 12-inch spacing.
- Residential and commercial driveways shall be #4 rebar at 18-inch spacing.

Finished concrete shall match existing grade, alignment, slope, texture, and appearance to the maximum extent practicable.

All sidewalk and curb ramp repairs shall comply with the current Americans with Disabilities Act (ADA) and Texas Accessibility Standards (TAS).

II. Asphalt Repairs

The Dense-Graded Hot Mix Asphalt specification shall be the latest version of Texas Department of Transportation Specification Item No. 340.

All asphalt pavement removals shall be saw cut to neat, straight lines prior to excavation.

Contractor shall excavate, grade, install and compact all necessary gravel, crushed limestone, flexible base, washed rock or crushed rock other approved base material needed to complete the repair.

Subgrade, backfill, and base material shall be compacted to a minimum of ninety-five percent (95%) Standard Proctor Density.

Contractor shall apply tack coat to all pavement edges and surfaces prior to asphalt placement.

Finished asphalt surfaces shall be smooth and flush with adjacent pavement.

Contractor shall break, remove and properly dispose of any existing concrete, asphalt, reinforcing steel, debris, spoil material, unsuitable soils, and excess materials from all locations of work at no additional cost to the City.

III. Contractor shall:

Provide all sidewalks, curb, driveway, pavement and surface restoration repairs.

- Verify field conditions prior to commencing work and be responsible for determining quantities, access requirements, and construction methods necessary to complete the work.
- Have routine repairs commenced within (10) ten working days from notification based upon prevailing weather conditions. Any request to deviate from this schedule shall be submitted in writing to the City of Georgetown representative for consideration.
- Commence priority repairs within forty-eight (48) hours of notification when designated by the City.
- Commence emergency repairs within twenty-four (24) hours of notification when designated by the City.
- Exercise a degree of care in the performance of duties necessary to prevent damage to adjacent improvements, utilities, landscaping, irrigation systems, structures, and private property.
- Repair or replace any damage caused during the performance of duties under the resulting agreement at the Contractor's sole expense.
- Ensure that unsafe or hazardous conditions shall not be allowed to remain unguarded after working hours.

- Provide adequate and approved temporary fencing, barricades, warning signs, cones, and pedestrian protection necessary to protect the public from hazards resulting from the work.

- Remove all temporary traffic control devices, fencing, barricades, and signs after acceptance of work by the City at no additional cost. to the City.

- Utilize the Texas 811 "Call Before you Dig, Inc" system prior to any disturbance, saw cutting or excavation and protect all utilities and infrastructure encountered during construction.

- Expect regular site visits and inspections by the City of Georgetown representatives.

- Correct deficiencies identified by the City at no additional cost.

- Complete all work of the City prior to payment. If work is not acceptable to the City, corrections shall be made at the Contractor's expense.

IV. Traffic Control Plan

Contractor shall furnish, install, maintain, and remove all traffic control devices necessary to safely perform the work.

Traffic control shall conform to:

- Texas Manual on Uniform Traffic Control Devices (TMUTCD), latest edition.
- City of Georgetown requirements.
- Applicable local, state, and federal regulations.

V. Work Hours

Regular work hours of service are from 7:30 a.m. until 4:30 p.m. CT, Monday through Friday, except for regularly observed state and federal holidays.

Contractor may work Saturday's on a case by case basis and approved by the City.

VI. Inspection and Acceptance

City representatives may inspect work at any time during performance. Final payment shall not be made until work has been inspected and accepted by the City.

VII. Warranty

The Contractor shall warrant all work for a period of one (1) year from the date of final acceptance.

The warranty shall cover defects including, but not limited to:

- Settlement.
- Spalling.
- Cracking resulting from poor workmanship.
- Delamination.
- Surface failure.
- Improper compaction.

Repairs required under warranty shall be completed at no cost to the City.

VIII. City Shall:

- Provide notification of repair locations and priorities
- Identify any site-specific requirements known to the City;
- Pay for services in accordance with the City's Prompt Payment Policy

EXHIBIT B
SUPPLEMENTAL PROVISIONS

1. Bonds.

a. General.

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

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

iii. When Performance Bonds and/or Payment Bonds are required, each shall be issued in an amount of one hundred percent (100%) of the Contract Amount as security for the faithful performance and/or payment of all Contractor's obligations under the Contract Documents. Performance Bonds and Payment Bonds shall be issued by a solvent surety company authorized to do business in the State of Texas, and shall meet any other requirements established by law or by City pursuant to applicable law. Any surety duly authorized to do business in Texas may write Performance and Payment Bonds on a project without reinsurance to the limit of 10 percent of its capital and surplus. Such a surety must reinsure any obligations over 10 percent.

b. Performance Bond.

i. If the Contract Amount exceeds $100,000.00, Contractor shall furnish City with a Performance Bond in the form set out by City. The Performance Bond shall be effective for the Contract Time and through all warranty period(s).

ii. If the Contract Amount exceeds $50,000.00 but is less than or equal to $100,000.00, Contractor shall furnish City with a Performance Bond in the form set out by City, unless the original Contract Time is 60 Calendar Days or less, in which case Contractor can agree to the following terms and conditions for payment in lieu of providing a Performance Bond: no money will be paid to Contractor until completion and acceptance of the Work by City; Contractor shall be entitled to receive 95% of the Contract Amount following Final Completion, and the remaining 5% of the Contract Amount following the one year warranty period.

iii. If the Contract Amount is less than or equal to $50,000.00, Contractor will not be required to furnish a Performance Bond.

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

c. Payment Bond.

i. If the Contract Amount exceeds $50,000.00, Contractor shall furnish City with a Payment Bond in the form set out by City.

ii. If the Contract Amount is less than or equal to $50,000.00, Contractor will not be required to furnish a Payment Bond; provided that no money will be paid to Contractor until completion and acceptance of the Work by City.

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

e. Bond Indemnification. The process of requiring and accepting bonds and making claims thereunder shall be conducted in compliance with Tex. Gov't Code, Chapter 2253. IF FOR ANY REASON A STATUTORY PAYMENT OR PERFORMANCE BOND IS NOT HONORED BY THE SURETY, THE CONTRACTOR SHALL FULLY INDEMNIFY AND HOLD THE CITY HARMLESS OF AND FROM ANY COSTS, LOSSES, OBLIGATIONS OR LIABILITIES IT INCURS AS A RESULT.

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

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

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

Contractor as of the time of filing the claim, actions necessary to release the lien and satisfaction of such claim.

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

EXHIBIT C
PAYMENT SCHEDULE

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

The Contractor will be paid at the rates per services shown below. Unless amended by an authorized written change order, the total payment for all invoices shall not exceed the amount set forth in Section 1 of this Agreement (400,000.00)

CONCRETE REPAIRS

Item	Unit	Price
Mobilization / Minimum Service Call	Per Visit	$ 5,000.00
Sidewalk Removal & Replacement (4" thick, reinforced)	SF	$ 12.00
Residential Driveway Removal & Replacement (6" thick, reinforced)	SF	$16.00
Commercial Driveway Removal & Replacement (6"-8" thick, reinforced)	SF	$ 18.00
Curb & Gutter Removal & Replacement	LF	$ 65.00
ADA Curb Ramp Construction	Each	$1,850.00
Additional Reinforcement Beyond Standard	LB	$0.85
Concrete Saw Cutting	LF	$15.00

ASPHALT REPAIRS

Item	Unit	Price
Mobilization / Minimum Service Call Per	Visit	$ 7,500.00
Asphalt Removal & Replacement (up to 4" depth)	SF	$ 8.00
Asphalt Removal & Replacement (4"-8" depth)	SF	$ 12.00
Public Roadway Asphalt Repair	SF	$18.00
Asphalt Saw Cutting	LF	$15.00
Flexible Base Material	CY	$50.00
Tack Coat	SF	$ 0.25

EXHIBIT D
INSURANCE REQUIREMENTS

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

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

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

III. General Requirements Applicable to All Policies.

A. Only licensed insurance carriers authorized to do business in the State of Texas shall be accepted.
B. Deductibles shall be listed on the certificate of insurance and are acceptable only on an "occurrence" basis.
C. "Claims made" policies are not accepted, except for Professional Liability insurance.
D. Coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) calendar days prior written notice has been given to the City of Georgetown.

E. The Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent. Each certificate shall contain the following provisions and warranties:
   1. The insurance company is licensed and authorized to do business in the State of Texas
   2. The insurance policy is underwritten on forms provided by the Texas State Board of Insurance or ISO
   3. All endorsements and coverages are included according to the requirements of this Agreement
   4. The form of notice of cancellation, termination, or change in coverage provisions is specified in this attachment

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

V. **Commercial General Liability** requirements:

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

VI. **Business Automobile Liability** requirements:

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

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

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

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

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

VIII. **Professional Liability** requirements:

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

B. Minimum of $1,000,000 per occurrence and $2,000,000 aggregate, with a maximum deductible of $100,000.00. Financial statements shall be furnished to the City upon request.

C. For "claims made" policies, the availability of a 24-month extended reporting period is necessary. The retroactive date shall be shown on the certificate of liability insurance.

EXHIBIT E
CERTIFICATES OF INSURANCE

City of Georgetown, Texas
City Council
October 27, 2026

SUBJECT:
Concrete and Asphalt Repairs Contract with Texas Patriot

SUGGESTED ACTION:
Consideration and possible action to award a contract to Texas Patriot for concrete and asphalt repairs for an initial one-year term in an amount of $300,000.00 and to authorize the City Manager to execute up to four additional one-year renewals for a total not-to-exceed amount of $1,500,000.00 -- Tim Walker, Water Utility Assistant Director

ITEM SUMMARY:
The City of Georgetown Water Utility performs routine and emergency repairs to water distribution infrastructure that often require excavation and removal of existing asphalt and concrete pavement. Following completion of these repairs, pavement restoration is necessary to return affected roadways, sidewalks, and other paved surfaces to their original condition.

The proposed contract with Texas Patriot will provide asphalt and concrete restoration services following water utility repairs, allowing for timely completion of pavement restoration, minimizing disruptions to traffic and residents, and maintaining the safety and integrity of public infrastructure.

FINANCIAL IMPACT:
Funds are budgeted in Cost Centers: CC0528 and CC0530, Spend Category: Contract Labor, Fund: 660

SUBMITTED BY:
Deniece Sesma, Water Utility Department

ATTACHMENTS:
26-0383-SC Texas Patriot Contracting LLC as needed paving services.pdf

GENERAL SERVICE AGREEMENT WITH
THE CITY OF GEORGETOWN, TEXAS

This General Service Agreement is entered into and made effective on the _____ day of _____, 2026 by and between the **City of Georgetown**, a Texas home-rule municipal corporation (the "City"), and **Texas Patriot Contracting, LLC** a Texas Corporation (the "Contractor"), for the following work: Concrete and Asphalt Repair Services, as described in the Scope of Services, attached as **Exhibit A.**

1. **Consideration.** In consideration for the services performed in the Scope of Services and Contractor's completion of work in conformity with this Agreement, the City shall pay the Contractor an amount not to exceed **FOUR HUNDRED THOUSAND AND N0/100 DOLLARS** (**$400,000.00**) per term.

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

3. **Supplement Provisions**. Supplemental provisions applicable to this Agreement are included in **Exhibit B** and incorporated herein by reference.

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

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

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

7. **Non-Appropriation**. This Agreement is a commitment of City's current revenues only. The City shall have the right to terminate this Agreement at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to purchase the

services. The City may terminate for non-appropriation by giving the Contractor a written notice of termination at the end of its then current fiscal year.

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

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

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

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

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

13. **RELEASE. THE CONTRACTOR ASSUMES FULL RESPONSIBILITY FOR THE WORK TO BE PERFORMED HEREUNDER AND HEREBY RELEASES,**

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

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

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

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

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

18. **Taxes**. The City is exempt from payment of state and local sales and use taxes on labor and materials incorporated into the project. If necessary, it is the Contractor's responsibility to

obtain a sales tax permit, resale certificate, and exemption certificate that shall enable the Contractor to buy any materials to be incorporated into the project and then resell the aforementioned materials to the City without paying the tax on the materials at the time of purchase.

19. **Confidential Information**. Each party agrees not to use, disclose, sell, license, publish, reproduce or otherwise make available the information of the other party ("Confidential Information") except and only to the extent necessary to perform under this Agreement or as required by the Texas Public Information Act or other applicable law. Parties shall endeavor to designate Confidential Information as such at the time of disclosure. Each party agrees to secure and protect the other party's Confidential Information in a manner consistent with the maintenance of the other party's confidential and proprietary rights in the information and to take appropriate action by instruction or agreement with its employees, consultants, or other agents who are permitted access to the other party's Confidential Information to satisfy its obligations under this Section. This paragraph shall survive the term of the Agreement.

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

    Notice to the Contractor:

    Texas Patriot Contracting LLC
    ATTN: Nicholas Lesko
    3817 Bent Brook Drive
    Round Rock, TX 78664
    txpatcont@gmail.com

    Notice to the City:

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

    With a copy to:

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

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

will not be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies.

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

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

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

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

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

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

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

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

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

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

32. **Severability**. This Agreement is severable and if any one or more parts of it are found to be invalid, such invalidity shall not affect the remainder of this Agreement if it can be given effect without the invalid parts.

33. **Survivability**. Subject to the limitations and other provisions of this Agreement: (a) the representations and warranties of the Parties contained herein will survive the expiration or earlier termination of this Agreement for a period of twenty-four (24) months after such expiration or termination and (b) the Indemnity and Release of Contractor sections of this Agreement, as well as any other provision that, in order to give proper effect to its intent, should survive such expiration or termination, will survive the expiration or earlier termination of this Agreement for a period of twenty-four (24) months after such expiration or termination.

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

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

continue providing on a timely basis all services to be provided by the Contractor hereunder, including any service as to which there is a dispute.

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

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

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

39. **Exhibits.** All exhibits to this Agreement are incorporated and made part of this Agreement for all purposes.

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

List of Exhibits

A. Scope of Services
B. Supplemental Provisions
C. Payment Schedule
D. Insurance Requirements
E. Certificates of Insurance

[*signatures on the following page*]

CITY OF GEORGETOWN

By: _____

Name: Josh Schroeder, Mayor

Date: _____

ATTEST:

_____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

_____
Skye Masson, City Attorney

TEXAS PATRIOT CONTRACTING, LLC

By: _____

Name, Title: Nicholas Lesko

Date: 10/20/2026

EXHIBIT A
SCOPE OF SERVICES

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

Repairs will be requested on an as-needed basis and will vary in size. Plans will not be available for services requested and locations for work will vary. Contractor shall provide all supervision, labor, material, supplies, transportation, equipment, tools, traffic control, disposal services and consumables necessary to furnish and deliver items pertaining to concrete, asphalt installation, maintenance, restoration and repair throughout the City. This Agreement covers day-to-day maintenance, utility restoration, emergency repairs, and repair of concrete and asphalt.

Work locations may include residential streets, arterial roadways, alleys, sidewalks, driveways, utility easements, parking lots, and other developed City properties.

I. Concrete Repairs

Provide and prepare concrete, set forms, install reinforcement as required, and repair sidewalks, curbs, curb ramps, driveways, and other concrete improvements unless otherwise specified by the City.

All existing concrete shall be saw cut to neat, straight lines prior to removal.

Unless otherwise directed by the City:

- Concrete shall be 3,800 PSI minimum compressive strength.
- Sidewalks shall be a minimum of four (4) inches thick.
- Residential driveways shall be a minimum of six (6) inches thick.
- Commercial driveways shall be six (6) to eight (8) inches thick as directed by the City.
- Curb and gutter sections shall match existing dimensions.

Reinforcement shall be installed as follows unless otherwise directed by the City:

- Sidewalks shall be #3 rebar at 12-inch spacing.
- Residential and commercial driveways shall be #4 rebar at 18-inch spacing.

Finished concrete shall match existing grade, alignment, slope, texture, and appearance to the maximum extent practicable.

All sidewalk and curb ramp repairs shall comply with the current Americans with Disabilities Act (ADA) and Texas Accessibility Standards (TAS).

II. Asphalt Repairs

The Dense-Graded Hot Mix Asphalt specification shall be the latest version of Texas Department of Transportation Specification Item No. 340.

All asphalt pavement removals shall be saw cut to neat, straight lines prior to excavation.

Contractor shall excavate, grade, install and compact all necessary gravel, crushed limestone, flexible base, washed rock or crushed rock other approved base material needed to complete the repair.

Subgrade, backfill, and base material shall be compacted to a minimum of ninety-five percent (95%) Standard Proctor Density.

Contractor shall apply tack coat to all pavement edges and surfaces prior to asphalt placement.

Finished asphalt surfaces shall be smooth and flush with adjacent pavement.

Contractor shall break, remove and properly dispose of any existing concrete, asphalt, reinforcing steel, debris, spoil material, unsuitable soils, and excess materials from all locations of work at no additional cost to the City.

III. Contractor shall:

Provide all sidewalks, curb, driveway, pavement and surface restoration repairs.

- Verify field conditions prior to commencing work and be responsible for determining quantities, access requirements, and construction methods necessary to complete the work.
- Have routine repairs commenced within (10) ten working days from notification based upon prevailing weather conditions. Any request to deviate from this schedule shall be submitted in writing to the City of Georgetown representative for consideration.
- Commence priority repairs within forty-eight (48) hours of notification when designated by the City.
- Commence emergency repairs within twenty-four (24) hours of notification when designated by the City.
- Exercise a degree of care in the performance of duties necessary to prevent damage to adjacent improvements, utilities, landscaping, irrigation systems, structures, and private property.
- Repair or replace any damage caused during the performance of duties under the resulting agreement at the Contractor’s sole expense.
- Ensure that unsafe or hazardous conditions shall not be allowed to remain unguarded after working hours.

- Provide adequate and approved temporary fencing, barricades, warning signs, cones, and pedestrian protection necessary to protect the public from hazards resulting from the work.

- Remove all temporary traffic control devices, fencing, barricades, and signs after acceptance of work by the City at no additional cost. to the City.

- Utilize the Texas 811 "Call Before you Dig, Inc" system prior to any disturbance, saw cutting or excavation and protect all utilities and infrastructure encountered during construction.

- Expect regular site visits and inspections by the City of Georgetown representatives.

- Correct deficiencies identified by the City at no additional cost.

- Complete all work of the City prior to payment. If work is not acceptable to the City, corrections shall be made at the Contractor's expense.

IV. Traffic Control Plan

Contractor shall furnish, install, maintain, and remove all traffic control devices necessary to safely perform the work.

Traffic control shall conform to:

- Texas Manual on Uniform Traffic Control Devices (TMUTCD), latest edition.
- City of Georgetown requirements.
- Applicable local, state, and federal regulations.

V. Work Hours

Regular work hours of service are from 7:30 a.m. until 4:30 p.m. CT, Monday through Friday, except for regularly observed state and federal holidays.

Contractor may work Saturday's on a case by case basis and approved by the City.

VI. Inspection and Acceptance

City representatives may inspect work at any time during performance. Final payment shall not be made until work has been inspected and accepted by the City.

VII. Warranty

The Contractor shall warrant all work for a period of one (1) year from the date of final acceptance.

The warranty shall cover defects including, but not limited to:

- Settlement.
- Spalling.
- Cracking resulting from poor workmanship.
- Delamination.
- Surface failure.
- Improper compaction.

Repairs required under warranty shall be completed at no cost to the City.

VIII. City Shall:

- Provide notification of repair locations and priorities
- Identify any site-specific requirements known to the City;
- Pay for services in accordance with the City's Prompt Payment Policy

EXHIBIT B
SUPPLEMENTAL PROVISIONS

1. Bonds.

a. General.

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

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

iii. When Performance Bonds and/or Payment Bonds are required, each shall be issued in an amount of one hundred percent (100%) of the Contract Amount as security for the faithful performance and/or payment of all Contractor's obligations under the Contract Documents. Performance Bonds and Payment Bonds shall be issued by a solvent surety company authorized to do business in the State of Texas, and shall meet any other requirements established by law or by City pursuant to applicable law. Any surety duly authorized to do business in Texas may write Performance and Payment Bonds on a project without reinsurance to the limit of 10 percent of its capital and surplus. Such a surety must reinsure any obligations over 10 percent.

b. Performance Bond.

i. If the Contract Amount exceeds $100,000.00, Contractor shall furnish City with a Performance Bond in the form set out by City. The Performance Bond shall be effective for the Contract Time and through all warranty period(s).

ii. If the Contract Amount exceeds $50,000.00 but is less than or equal to $100,000.00, Contractor shall furnish City with a Performance Bond in the form set out by City, unless the original Contract Time is 60 Calendar Days or less, in which case Contractor can agree to the following terms and conditions for payment in lieu of providing a Performance Bond: no money will be paid to Contractor until completion and acceptance of the Work by City; Contractor shall be entitled to receive 95% of the Contract Amount following Final Completion, and the remaining 5% of the Contract Amount following the one year warranty period.

iii. If the Contract Amount is less than or equal to $50,000.00, Contractor will not be required to furnish a Performance Bond.

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

c. Payment Bond.

i. If the Contract Amount exceeds $50,000.00, Contractor shall furnish City with a Payment Bond in the form set out by City.

ii. If the Contract Amount is less than or equal to $50,000.00, Contractor will not be required to furnish a Payment Bond; provided that no money will be paid to Contractor until completion and acceptance of the Work by City.

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

e. Bond Indemnification. The process of requiring and accepting bonds and making claims thereunder shall be conducted in compliance with Tex. Gov't Code, Chapter 2253. IF FOR ANY REASON A STATUTORY PAYMENT OR PERFORMANCE BOND IS NOT HONORED BY THE SURETY, THE CONTRACTOR SHALL FULLY INDEMNIFY AND HOLD THE CITY HARMLESS OF AND FROM ANY COSTS, LOSSES, OBLIGATIONS OR LIABILITIES IT INCURS AS A RESULT.

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

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

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

Contractor as of the time of filing the claim, actions necessary to release the lien and satisfaction of such claim.

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

EXHIBIT C
PAYMENT SCHEDULE

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

The Contractor will be paid at the rates per services shown below. Unless amended by an authorized written change order, the total payment for all invoices shall not exceed the amount set forth in Section 1 of this Agreement (400,000.00)

CONCRETE REPAIRS

Item	Unit	Price
Mobilization / Minimum Service Call	Per Visit	**$ 600.00**
Sidewalk Removal & Replacement (4" thick, reinforced)	SF	**$ 33.00**
Residential Driveway Removal & Replacement (6" thick, reinforced)	SF	**$35.5**
Commercial Driveway Removal & Replacement (6"-8" thick, reinforced)	SF	**$ 38.00**
Curb & Gutter Removal & Replacement	LF	**$ 58.00**
ADA Curb Ramp Construction	Each	$**6,200.00**
Additional Reinforcement Beyond Standard	LB	**$2.85**
Concrete Saw Cutting	LF	**$ 28.00**

ASPHALT REPAIRS

Item	Unit	Price
Mobilization / Minimum Service Call Per	Visit	**$ 600.00**
Asphalt Removal & Replacement (up to 4" depth)	SF	**$ 43.00**
Asphalt Removal & Replacement (4"-8" depth)	SF	**$ 78.00**
Public Roadway Asphalt Repair	SF	**$98.00**
Asphalt Saw Cutting	LF	**$25.00**
Flexible Base Material	CY	**$59.00**
Tack Coat	SF	**Included**

EXHIBIT D
INSURANCE REQUIREMENTS

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

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

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

III. General Requirements Applicable to All Policies.

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

F. The City of Georgetown, its officials, agents, employees, and volunteers are to be

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

V. **Commercial General Liability** requirements:

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

VI. **Business Automobile Liability** requirements:

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

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

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

provide coverage for the employees of an independent Contractor may not be used.

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

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

VIII. **Professional Liability** requirements:

A. Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current A. M. Best Key Rating Guide.
B. Minimum of $1,000,000 per occurrence and $2,000,000 aggregate, with a maximum deductible of $100,000.00. Financial statements shall be furnished to the City upon request.
C. For "claims made" policies, the availability of a 24-month extended reporting period is necessary. The retroactive date shall be shown on the certificate of liability insurance.

EXHIBIT E
CERTIFICATES OF INSURANCE

City of Georgetown, Texas
City Council
October 27, 2026

SUBJECT:
Construction contract for Williams Drive Intersection Improvements at Lakeway/Booty's Crossing

SUGGESTED ACTION:
Consideration and possible action to award a contract to Patin Construction of Taylor, Texas for the Construction of the Williams Drive Intersection Improvements at Lakeway/Booty's Crossing in the amount of $2,958,318.04 -- Wesley Wright, P.E., Systems Engineering Director / David Herzog, CIP Manager

ITEM SUMMARY:
This project consists of installation of additional lane on to Booty's Crossing and a right turn lane on Lakeway Drive for traffic heading westbound onto Williams Drive. The roadway improvements measure approximately 800 linear feet of Booty's Crossing and 400 linear feet of Lakeway Drive and include pedestrian signal modifications, storm drainage, sidewalk/ADA, utility adjustments, as well as water line extensions of approximately 1,500 feet along Booty's Crossing and 500 feet along Williams
Drive.

This project was advertised in the Williamson County Sun on Sunday September 13th, and Sunday September 20th. Bids were opened at 2:00 p.m. on October 8th, 2026. We received Seven (7) competitive bids. The low qualified bidder for the project is Patin Construction of Taylor, Texas. The Engineer's Opinion of Probably Costs was $3,100,000.00. The project is anticipated to take 9 months to complete. City staff and Patin Construction will coordinate closely with the ongoing work on Williams Drive to minimize disruption to the traveling public as much as possible.

Patin Construction has successfully completed similar roadway and utility improvements for several other Central Texas municipalities in the recent past. They have also successfully completed multiple projects for the City of Georgetown in the past. We have reviewed the current workload, references and construction history of Patin Construction, and their subcontractors.

STAFF RECOMMENDATIONS:
Staff and Kasberg, Patrick and Associates, LP of Georgetown, Texas, recommend that a contract be awarded to Patin Construction for the construction of the Williams Drive Intersection Improvements at Lakeway/Booty's Crossing in the amount of $2,958,318.04

FINANCIAL IMPACT:
Funding for this project is available from the Intersection Improvement allocation of 2015 Road Bond. Funding for the waterline improvements (approximately $634,700) is available and will be sourced from the FY27 Water CIP Budget.

SUBMITTED BY:
Dustin Clarkson, Systems Engineering

ATTACHMENTS:
LOR_bid tab_exhibit_Williams-Lakeway-Bootys.pdf

KPA ENGINEERS

19 North Main Street • Temple, TX 76501 • (254) 773-3731
800 South Austin Ave • Georgetown, TX 78626 • (512) 819-9478

October 9, 2026

Mr. Dustin Clarkson
CIP Project Manager
City of Georgetown
300-1 Industrial Avenue

Re: City of Georgetown
Williams Drive Intersection Improvements at Lakeway Drive and Bootys Crossing

Mr. Clarkson,

Bids were received by the City of Georgetown until 2:00 P.M. on Thursday, October 8, 2026, for the above referenced project. There were seven (7) responsive bids received for this project. A detailed bid tabulation is attached for your use as well as an overall location map (Exhibit A).

The project includes installation of additional turn lanes on Bootys Crossing and Lakeway Drive where they intersect with Williams Drive, with roadway improvements along approximately 800 linear feet of Bootys Crossing and 400 linear feet of Lakeway Drive, including pedestrian signal modifications, storm drainage, sidewalk, utility adjustments, and other appurtenant improvements, as well as water line extensions of approximately 1,500 feet along Bootys Crossing and 500 feet along Williams Drive.

The low, successful bidder is Patin Construction, LLC of Taylor, Texas in the total amount of **$2,958,318.04**. Patin Construction, LLC has successfully completed projects of similar size and scope for various municipalities in the area, including the City of Georgetown and meets the competitive sealed bidding requirements set forth in the Contract Documents for this project. Based on this information, we recommend awarding the Williams Drive Intersection Improvements at Lakeway Drive and Bootys Crossing Project to Patin Construction, LLC of Taylor, Texas for the total bid amount of **$2,958,318.04**.

Sincerely,

Haden Mattke, P.E., CFM
Project Manager
hmattke@kpaengineers.com

cc: Ms. Nicole Abrego, City of Georgetown
Ms. Vickie Graff, City of Georgetown

2023-141-40

BID TABULATION
CITY OF GEORGETOWN TEXAS
Williams Drive Intersection Improvements at Lakeway Drive and Bootys Crossing
October 8, 2026; 2:00 PM

				BIDDER INFORMATION							
				1		2		3		4	
				Patin Construction, LLC 3800 W. 2nd St. Taylor, Texas 76574		Texas Road, LLC 18825 Packsaddle Road Jonestown, Texas 78645		MA Smith Contracting Co., Inc 15308 Ginger St. Austin, Texas 78728		Joe Bland Construction, LP 9500 Parmer Lane, Suite 1301 Austin, Texas 78717	
Item No.	Bid Quantity	Unit	Bid Data Description	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount
BASE BID											
1	100%	LS	Insurance, Bonds and Mobilization, not to exceed 5% of Base Bid	$ 135,000.00	$ 135,000.00	$ 150,000.00	$ 150,000.00	$ 150,000.00	$ 150,000.00	$ 150,000.00	$ 150,000.00
2	29	STA	Provide Labor, Equipment, Tools and Supervision to Complete Preparation of Right-of-way	7,500.00	217,500.00	3,500.00	101,500.00	1,500.00	43,500.00	1,250.00	36,250.00
3	100%	LS	For Providing a Video DVD of the Project Area Prior to and After Construction	2,500.00	2,500.00	3,500.00	3,500.00	3,500.00	3,500.00	3,125.00	3,125.00
4	100%	LS	Submit Trench Safety Plan Prepared & Signed by P.E., in Conformance with State Law and OSHA, for Base Bid	1,200.00	1,200.00	1,800.00	1,800.00	1,500.00	1,500.00	3,000.00	3,000.00
5	3,300	LF	Implement & Follow Trench Safety Plan (Pipe)	10.00	33,000.00	2.30	7,590.00	1.00	3,300.00	1.00	3,300.00
6	7,700	SF	Implement & Follow Trench Safety Plan (Structures)	3.60	27,720.00	1.50	11,550.00	0.75	5,775.00	2.00	15,400.00
7	100%	LS	Prepare and Implement Stormwater Pollution Prevention Plan, Including Submission to and Receiving Permits from Texas Commission on Environmental Quality (TCEQ)	4,080.00	4,080.00	900.00	900.00	7,500.00	7,500.00	11,500.00	11,500.00
8	100%	LS	Submit Barricade, Signing, and Traffic Safety and Phasing Plan (Vehicular and Pedestrian) Prepared & Signed by P.E., in Conformance with State Law and OSHA	5,000.00	5,000.00	8,900.00	8,900.00	2,000.00	2,000.00	22,000.00	22,000.00
9	100%	LS	Implement and Administer Barricade, Signing and Traffic Safety Plan (Vehicular and Pedestrian)	50,000.00	50,000.00	101,400.00	101,400.00	100,000.00	100,000.00	65,000.00	65,000.00
10	1,200	LF	Furnish, Install, Maintain & Remove Silt Fence	4.53	5,436.00	6.50	7,800.00	5.50	6,600.00	5.00	6,000.00
11	50	LF	Furnish, Install, Maintain & Remove Rock Berm	75.60	3,780.00	145.00	7,250.00	125.00	6,250.00	40.00	2,000.00
12	25	LF	Furnish, Install, Maintain & Remove High Service Rock Berm	84.00	2,100.00	185.00	4,625.00	155.00	3,875.00	80.00	2,000.00
13	75	LF	Furnish, Install, Maintain & Remove Inlet Protection	7.20	540.00	27.00	2,025.00	22.00	1,650.00	20.00	1,500.00
14	1,200	LF	Furnish, Install, Maintain & Remove Tree Protection	10.20	12,240.00	8.00	9,600.00	7.25	8,700.00	7.00	8,400.00
15	1,775	CY	For Unclassified Excavation of Roadway & Channel	20.00	35,500.00	60.00	106,500.00	50.00	88,750.00	28.00	49,700.00
16	25	CY	For Unclassified Fill For Roadway & Channel	30.00	750.00	36.00	900.00	200.00	5,000.00	180.00	4,500.00
17	325	CY	For Select Fill (Offsite) For Roadway & Right-of-Way	40.00	13,000.00	70.00	22,750.00	100.00	32,500.00	80.00	26,000.00
18	1	EA	Remove and Replace Existing Fire Hydrant Assembly, Including Valve, Appurtenances, and Blue Button	10,000.00	10,000.00	13,000.00	13,000.00	11,300.00	11,300.00	12,250.00	12,250.00
19	1	EA	Remove 3' x 3' Grate Inlet	1,500.00	1,500.00	1,300.00	1,300.00	1,500.00	1,500.00	1,000.00	1,000.00
20	1	EA	Remove and Reset Water Valve Box to Grade (in Vegetated Area)	1,500.00	1,500.00	1,400.00	1,400.00	1,500.00	1,500.00	1,825.00	1,825.00
21	100%	LS	Shorten Existing Guard Fence Where Shown and Salvage and Reinstall End Treatment System	5,400.00	5,400.00	4,600.00	4,600.00	4,500.00	4,500.00	6,250.00	6,250.00
22	2	EA	Remove Sign	50.00	100.00	120.00	240.00	200.00	400.00	500.00	1,000.00
23	3	EA	Remove and Reset Existing Sign	250.00	750.00	350.00	1,050.00	425.00	1,275.00	500.00	1,500.00
24	1	EA	Remove and Reset Mailbox	250.00	250.00	580.00	580.00	600.00	600.00	500.00	500.00
25	875	SY	Sawcut, Demolition, Removal and Haul Off of Existing Concrete Sidewalk, Ramps, and Driveways	25.00	21,875.00	32.00	28,000.00	27.00	23,625.00	25.00	21,875.00
26	1,275	LF	Sawcut, Demolition, Removal and Haul Off of Existing Curb & Gutter	5.00	6,375.00	12.00	15,300.00	8.00	10,200.00	10.00	12,750.00
27	80	SY	Demolition, Removal and Haul Off of Existing Paver and Concrete Median	25.00	2,000.00	60.00	4,800.00	32.00	2,560.00	35.00	2,800.00
28	150	LF	Remove 24" RCP	50.00	7,500.00	31.00	4,650.00	31.00	4,650.00	40.00	6,000.00
29	30	LF	Remove 24" CMP	50.00	1,500.00	66.00	1,980.00	20.00	600.00	40.00	1,200.00
30	40	LF	Remove 18"x12" Elliptical CMP	50.00	2,000.00	280.00	11,200.00	20.00	800.00	40.00	1,600.00
31	80	LF	Remove 2 - 42"x28" Elliptical CMP	50.00	4,000.00	280.00	22,400.00	25.00	2,000.00	100.00	8,000.00
32	1	EA	Remove 8' x 4' Junction Box	1,500.00	1,500.00	1,000.00	1,000.00	2,500.00	2,500.00	2,000.00	2,000.00
33	950	SY	For Sawcut, Removal, Haul Off, and Disposal of Existing Asphalt	6.28	5,966.00	14.25	13,537.50	6.00	5,700.00	6.00	5,700.00
34	1,725	SY	For 2" of Milling, Including Removal, Haul off, and Disposal of Existing Asphalt	7.32	12,627.00	7.00	12,075.00	5.25	9,056.25	2.50	4,312.50
35	825	SY	For 0-2" of Milling, Including Removal, Haul off, and Disposal of Existing Asphalt	7.50	6,187.50	7.50	6,187.50	9.00	7,425.00	5.50	4,537.50
36	750	SY	For 0-6" of Milling, Including Removal, Haul off, and Disposal of Existing Asphalt	7.57	5,677.50	14.00	10,500.00	10.50	7,875.00	7.50	5,625.00
37	6,150	SY	Furnish & Install 2" D-GR HMA TY-D SAC-A PG76-22 per Current TXDOT Item 341, Including Tack Coat	20.28	124,722.00	20.00	123,000.00	27.50	169,125.00	21.00	129,150.00
38	350	TON	Furnish & Install D-GR HMA TY-B PG64-22 (LEVEL-UP) per Current TXDOT Item 341, Including Prime/Tack Coat	164.40	57,540.00	160.00	56,000.00	215.00	75,250.00	160.00	56,000.00
39	20	TON	Furnish & Install D-GR HMA TY-D SAC-A PG76-22 (LEVEL-UP) per Current TXDOT Item 341, Including Prime/Tack Coat	258.00	5,160.00	260.00	5,200.00	205.00	4,100.00	425.00	8,500.00
40	3,600	SY	Furnish & Install 4" D-GR HMA TY-B PG64-22 per Current TXDOT Item 341, Including Tack Coat	32.40	116,640.00	33.00	118,800.00	47.00	169,200.00	33.00	118,800.00
41	3,975	SY	Furnish & Install 7" D-GR HMA TY-B PG64-22 per Current TXDOT Item 341, Including Prime Coat	52.80	209,880.00	52.00	206,700.00	58.00	230,550.00	60.00	238,500.00
42	75	TON	Furnish & Install D-GR HMA TY-D PG76-22 (PATCH) per Current TXDOT Item 341, Including Prime/Tack Coat	271.20	20,340.00	270.00	20,250.00	260.00	19,500.00	300.00	22,500.00
43	2,975	SY	Furnish & Install 6" Crushed Limestone Base Material	12.00	35,700.00	33.00	98,175.00	12.00	35,700.00	24.00	71,400.00
44	2,975	SY	Furnish & Install 6" Moisture Conditioned Subgrade	10.00	29,750.00	4.00	11,900.00	7.00	20,825.00	7.00	20,825.00
45	400	LF	Furnish & Install 2-foot Ribbon Curb	24.00	9,600.00	34.00	13,600.00	22.00	8,800.00	40.00	16,000.00
46	1,300	LF	Furnish & Install Standard Curb & Gutter	24.00	31,200.00	25.00	32,500.00	32.00	41,600.00	26.00	33,800.00
47	110	LF	Furnish & Install Double Spill Curb	45.00	4,950.00	57.00	6,270.00	100.00	11,000.00	42.00	4,620.00
48	350	SY	Furnish & Install 6" Class A Concrete Driveway	110.00	38,500.00	120.00	42,000.00	128.00	44,800.00	160.00	56,000.00
49	125	SY	Furnish and Install Class A Concrete Curb Return	80.00	10,000.00	150.00	18,750.00	140.00	17,500.00	170.00	21,250.00
50	20	SY	Furnish and Install Class A Concrete Driveway Island	150.00	3,000.00	300.00	6,000.00	255.00	5,100.00	180.00	3,600.00
51	140	LF	Furnish & Install Type C1 Curb	125.00	17,500.00	110.00	15,400.00	246.00	34,440.00	100.00	14,000.00
52	1	EA	Furnish & Install Breakaway Bollard	2,500.00	2,500.00	1,200.00	1,200.00	4,000.00	4,000.00	2,000.00	2,000.00
53	425	SY	Furnish & Install 5-Inch Concrete Sidewalk	65.00	27,625.00	120.00	51,000.00	77.00	32,725.00	95.00	40,375.00
54	1	EA	Furnish & Install TxDOT Type 1 Ramp with City of Georgetown Detectable Warnings	2,800.00	2,800.00	2,800.00	2,800.00	3,000.00	3,000.00	3,000.00	3,000.00
55	1	EA	Furnish & Install TxDOT Type 3 Ramp with City of Georgetown Detectable Warnings	2,800.00	2,800.00	3,800.00	3,800.00	3,000.00	3,000.00	3,500.00	3,500.00
56	3	EA	Furnish & Install TxDOT Type 7 Ramp with City of Georgetown Detectable Warnings	2,800.00	8,400.00	3,300.00	9,900.00	2,500.00	7,500.00	3,750.00	11,250.00
57	10	SY	Furnish & Install 4-Inch Concrete Riprap Including Reinforcing	125.00	1,250.00	580.00	5,800.00	300.00	3,000.00	250.00	2,500.00
58	100	CY	Furnish & Install Class A Miscellaneous Concrete	175.00	17,500.00	550.00	55,000.00	580.00	58,000.00	625.00	62,500.00
59	1	EA	Adjust Existing Curb Inlet to Proposed Street Grade and Furnish and Install Precast Slab Lid	1,000.00	1,000.00	2,800.00	2,800.00	4,500.00	4,500.00	2,200.00	2,200.00
60	1	EA	Furnish and Install 8' x 8' Junction Box with Ring and Cover	24,000.00	24,000.00	20,000.00	20,000.00	27,700.00	27,700.00	24,500.00	24,500.00
61	1	EA	Furnish and Install 5' x 6' Junction Box with Riser, Ring, and Cover	15,000.00	15,000.00	6,900.00	6,900.00	13,000.00	13,000.00	10,250.00	10,250.00
62	1	EA	Furnish and Install 5' x 6' Junction Box	10,000.00	10,000.00	6,900.00	6,900.00	17,100.00	17,100.00	8,500.00	8,500.00
63	1	EA	Furnish and Install 3' x 3' Area Inlet with 5' x 6' Base, Including Ring and Cover	16,000.00	16,000.00	14,000.00	14,000.00	8,000.00	8,000.00	5,000.00	5,000.00
64	1	EA	Furnish and Install 5' x 5' Clear Zone Area Inlet with Frame and Grate	13,000.00	13,000.00	4,800.00	4,800.00	8,600.00	8,600.00	8,500.00	8,500.00
65	2	EA	Furnish and Install 3' x 3' Grate Inlet	5,000.00	10,000.00	2,600.00	5,200.00	5,200.00	10,400.00	5,000.00	10,000.00
66	5	EA	Furnish & Install 10-Foot Curb Inlet	5,000.00	25,000.00	5,600.00	28,000.00	5,500.00	27,500.00	7,250.00	36,250.00
67	1	EA	Furnish & Install Stormceptor Model 450i	30,000.00	30,000.00	49,000.00	49,000.00	26,000.00	26,000.00	34,250.00	34,250.00
68	1	EA	Furnish & Install Stormceptor Model 2400	75,000.00	75,000.00	81,000.00	81,000.00	61,000.00	61,000.00	60,000.00	60,000.00
69	40	LF	Furnish & Install 15" RCP	70.00	2,800.00	80.00	3,200.00	200.00	8,000.00	300.00	12,000.00
70	20	LF	Furnish & Install 18" RCP	80.00	1,600.00	83.00	1,660.00	250.00	5,000.00	325.00	6,500.00
71	60	LF	Furnish & Install 24" RCP	100.00	6,000.00	96.00	5,760.00	250.00	15,000.00	345.00	20,700.00
72	70	LF	Furnish & Install 30" RCP	125.00	8,750.00	120.00	8,400.00	275.00	19,250.00	405.00	28,350.00
73	40	LF	Furnish & Install 18" x 12" Elliptical RCP	250.00	10,000.00	180.00	7,200.00	300.00	12,000.00	435.00	17,400.00
74	525	LF	Furnish & Install 4' x 2' RCB	420.00	220,500.00	710.00	372,750.00	600.00	315,000.00	575.00	301,875.00
75	80	LF	Furnish & Install 6' x 3' RCB	650.00	52,000.00	1,100.00	88,000.00	850.00	68,000.00	825.00	66,000.00
76	1	EA	Furnish & Install 4' x 2' RCB 15 Degree Bend	2,500.00	2,500.00	2,100.00	2,100.00	6,000.00	6,000.00	7,500.00	7,500.00
77	1	EA	Furnish & Install 24" RCP 30 Degree Bend	2,500.00	2,500.00	380.00	380.00	2,000.00	2,000.00	3,500.00	3,500.00
78	1	EA	Provide Opening in Proposed 4' x 2' RCB and Connect Proposed 15" RCP	2,500.00	2,500.00	2,300.00	2,300.00	3,100.00	3,100.00	8,250.00	8,250.00
79	1	EA	Connect Proposed 24" RCP to Existing 24" CMP	2,500.00	2,500.00	2,300.00	2,300.00	4,500.00	4,500.00	4,500.00	4,500.00
80	1	EA	Connect Proposed 6' x 3' RCB to Existing 6' x 3' RCB	2,500.00	2,500.00	9,600.00	9,600.00	8,000.00	8,000.00	9,250.00	9,250.00
81	1	EA	Connect Existing 2-28" x 42" CMP to Proposed 8' x8' Junction Box	2,500.00	2,500.00	4,700.00	4,700.00	8,000.00	8,000.00	7,750.00	7,750.00
82	1	EA	Provide Opening in Proposed 6' x 3' RCB and Connect Existing 24" RCP	2,500.00	2,500.00	3,000.00	3,000.00	5,000.00	5,000.00	8,250.00	8,250.00
83	1	EA	Connect Existing 24" RCP to Proposed Inlet	2,500.00	2,500.00	4,700.00	4,700.00	3,500.00	3,500.00	3,500.00	3,500.00
84	1	EA	Connect Proposed 24" RCP to Existing Inlet	2,500.00	2,500.00	3,000.00	3,000.00	4,500.00	4,500.00	3,500.00	3,500.00
85	1	EA	Connect Proposed 24" RCP Bend to Existing 24" RCP	2,500.00	2,500.00	2,300.00	2,300.00	4,000.00	4,000.00	3,500.00	3,500.00
86	2	EA	Connect Proposed 18" x 12" Elliptical RCP to Existing line	2,500.00	5,000.00	2,100.00	4,200.00	3,500.00	7,000.00	3,500.00	7,000.00
87	20	LF	Furnish and Install 2' Wide Concrete Flume with 3' Wide Galvanized Steel Diamond Plate, Including Connection to Existing Inlet, Opening, and Toe Wall	850.00	17,000.00	790.00	15,800.00	760.00	15,200.00	280.00	5,600.00
88	5	CY	Furnish and Install 8" Grouted Common Stone Rip Rap with Limestone	250.00	1,250.00	600.00	3,000.00	300.00	1,500.00	375.00	1,875.00
89	30	SY	Furnish & Install 6" Concrete Trench Cap Over Existing Utility Remaining in Place	50.00	1,500.00	250.00	7,500.00	130.00	3,900.00	200.00	6,000.00
90	2,100	LF	Furnish and Install 8" Diameter C900 PVC Water Line, Including Thrust Restraint	85.00	178,500.00	75.00	157,500.00	95.00	199,500.00	165.00	346,500.00
91	110	LF	Remove and Replace Existing 12" Water Line with C900 PVC, Including Thrust Restraint	250.00	27,500.00	320.00	35,200.00	200.00	22,000.00	185.00	20,350.00
92	225	LF	Furnish and Install 18" Steel Encasement Pipe by Bore	1,300.00	292,500.00	500.00	112,500.00	825.00	185,625.00	1,170.00	263,250.00
93	4	EA	Furnish & Install 8" Gate Valve with Valve Box, Lid, Concrete Apron, and Concrete Block	3,000.00	12,000.00	2,500.00	10,000.00	3,500.00	14,000.00	3,000.00	12,000.00
94	1	EA	Furnish & Install 12" Gate Valve with Valve Box, Lid, Concrete Apron, and Concrete Block	10,000.00	10,000.00	4,800.00	4,800.00	5,700.00	5,700.00	4,750.00	4,750.00
95	3	EA	For Furnishing and Installing Standard Fire Hydrant Assembly, Including Tee at Main, Valve, Appurtenances, and Blue Button	8,500.00	25,500.00	8,300.00	24,900.00	8,800.00	26,400.00	8,500.00	25,500.00
96	2	EA	Furnish & Install Ductile Iron 11.25° Bend, 8" Diameter	1,000.00	2,000.00	600.00	1,200.00	990.00	1,980.00	1,200.00	2,400.00
97	4	EA	Furnish & Install Ductile Iron 22.5° Bend, 8" Diameter	1,000.00	4,000.00	650.00	2,600.00	1,000.00	4,000.00	1,250.00	5,000.00

BID TABULATION
CITY OF GEORGETOWN TEXAS
Williams Drive Intersection Improvements at Lakeway Drive and Bootys Crossing
October 8, 2026; 2:00 PM

				BIDDER INFORMATION							
				1		2		3		4	
				Patin Construction, LLC 3800 W. 2nd St. Taylor, Texas 76574		Texas Road, LLC 18825 Packsaddle Road Jonestown, Texas 78645		MA Smith Contracting Co., Inc 15308 Ginger St. Austin, Texas 78728		Joe Bland Construction, LP 9500 Parmer Lane, Suite 1301 Austin, Texas 78717	
Item No.	*Bid Quantity*	*Unit*	*Bid Data Description*	*Unit Price*	*Extended Amount*	*Unit Price*	*Extended Amount*	*Unit Price*	*Extended Amount*	*Unit Price*	*Extended Amount*
BASE BID											
98	10	EA	Furnish & Install Ductile Iron 45° Bend, 8" Diameter	1,000.00	10,000.00	640.00	6,400.00	1,000.00	10,000.00	797.00	7,970.00
99	6	EA	Furnish & Install Ductile Iron 45° Bend, 12" Diameter	2,000.00	12,000.00	1,200.00	7,200.00	1,500.00	9,000.00	797.00	4,782.00
100	1	EA	Cut and Cap Existing 8" Water Line with Cap on Existing Tee	1,500.00	1,500.00	4,500.00	4,500.00	1,200.00	1,200.00	1,300.00	1,300.00
101	1	EA	Furnish & Install Cut-In 8" x 8" Tee with Thrust Restriants, Including Connection to Existing Water Line	5,000.00	5,000.00	7,200.00	7,200.00	1,300.00	1,300.00	7,500.00	7,500.00
102	3	EA	Tie Proposed 8" Waterline to Existing 8" Waterline	5,000.00	15,000.00	6,100.00	18,300.00	5,000.00	15,000.00	7,250.00	21,750.00
103	2	EA	Tie Proposed 12" Waterline to Existing 12" Waterline	5,000.00	10,000.00	3,600.00	7,200.00	8,000.00	16,000.00	7,500.00	15,000.00
104	1	EA	Furnish & Install New Single Service Connection, Including All Pipe and Appurtenances Up to Existing Meter, Connections to Proposed Main and Existing Meter, and Replacement of Meter Box to Grade	5,000.00	5,000.00	3,800.00	3,800.00	3,700.00	3,700.00	4,250.00	4,250.00
105	1	EA	Furnish & Install New Double Service Connection, Including All Pipe and Appurtenances Up to Existing Meters, Connections to Proposed Main and Existing Meters, and Replacement of Meter Boxes to Grade	5,000.00	5,000.00	4,300.00	4,300.00	4,000.00	4,000.00	5,250.00	5,250.00
106	1	LS	Furnish All Materials, Equipment, Tools and Labor Necessary for Pressure Testing Water Pipe, Including Any Necessary Repairs	3,000.00	3,000.00	2,400.00	2,400.00	3,000.00	3,000.00	5,000.00	5,000.00
107	3	EA	Furnish & Install Water Sampling Stations	5,400.00	16,200.00	460.00	1,380.00	1,500.00	4,500.00	1,000.00	3,000.00
108	100%	LS	Remove and Replace Existing 24" Pipe Headwall with Flared Wings and Energy Dissipators to Match Existing	5,000.00	5,000.00	4,000.00	4,000.00	10,000.00	10,000.00	10,250.00	10,250.00
109	1	EA	Remove Existing Flushing Assembly	3,000.00	3,000.00	750.00	750.00	600.00	600.00	1,275.00	1,275.00
110	1	EA	Remove and Replace Existing Manhole Including Bypass Pumping, Pipe Connections, and Testing	25,000.00	25,000.00	18,000.00	18,000.00	15,000.00	15,000.00	33,500.00	33,500.00
111	210	LF	Remove and Replace 8" PVC Wastewater Line, Including Bypass Pumping, Service Connections, Testing	125.00	26,250.00	170.00	35,700.00	170.00	35,700.00	315.00	66,150.00
112	225	LF	Eliminate Existing Pavement Markings 24" Wide	4.80	1,080.00	5.00	1,125.00	4.75	1,068.75	5.00	1,125.00
113	350	LF	Furnish & Install Thermoplastic White 24" Crosswalk Striping	19.20	6,720.00	10.00	3,500.00	10.00	3,500.00	10.00	3,500.00
114	125	LF	Furnish & Install Thermoplastic White 24" Stop Bar	19.20	2,400.00	11.00	1,375.00	11.25	1,406.25	12.00	1,500.00
115	1,050	LF	Furnish & Install Thermoplastic White 6" Dash Striping, Including Reflective Raised Pavement Markers	2.40	2,520.00	2.00	2,100.00	2.10	2,205.00	2.00	2,100.00
116	800	LF	Furnish & Install Thermoplastic White 8" Solid Striping, Including Reflective Raised Pavement Markers	4.32	3,456.00	2.10	1,680.00	2.25	1,800.00	3.00	2,400.00
117	700	LF	Furnish & Install Thermoplastic White 6" Solid Striping, Including Reflective Raised Pavement Markers	4.32	3,024.00	2.10	1,470.00	2.10	1,470.00	2.50	1,750.00
118	725	LF	Furnish & Install Double Thermoplastic Yellow 6" Solid Striping, Including Reflective Raised Pavement Markers	4.80	3,480.00	4.00	2,900.00	4.00	2,900.00	4.50	3,262.50
119	225	LF	Furnish & Install Thermoplastic Yellow 4" Solid Striping, Including Reflective Raised Pavement Markers	2.40	540.00	1.50	337.50	1.50	337.50	2.00	450.00
120	2	EA	Furnish & Install Thermoplastic Solid Yellow Curb Marking on Median Nose, Including Primer and Reflective Raised Pavement Markers	120.00	240.00	1,700.00	3,400.00	1,800.00	3,600.00	2,000.00	4,000.00
121	60	LF	Furnish & Install Yellow Curb Face Marking	4.20	252.00	4.00	240.00	4.00	240.00	4.50	270.00
122	50	LF	Furnish & Install Red and White Fire Lane Curb Marking	4.20	210.00	4.00	200.00	4.00	200.00	4.50	225.00
123	1	EA	Furnish & Install Thermoplastic "NO PARKING LOADING ZONE" in 12-Inch Letters	600.00	600.00	400.00	400.00	420.00	420.00	435.00	435.00
124	7	EA	Furnish & Install Thermoplastic "ONLY" Emblem	330.00	2,310.00	340.00	2,380.00	350.00	2,450.00	375.00	2,625.00
125	6	EA	Furnish & Install Thermoplastic Right Turn Arrow	210.00	1,260.00	340.00	2,040.00	350.00	2,100.00	375.00	2,250.00
126	6	EA	Furnish & Install Thermoplastic Straight Arrow	210.00	1,260.00	340.00	2,040.00	350.00	2,100.00	375.00	2,250.00
127	7	EA	Furnish & Install Thermoplastic Left Turn Arrow	330.00	2,310.00	340.00	2,380.00	350.00	2,450.00	375.00	2,625.00
128	2	EA	Furnish & Install Left Turn, Right Turn, and Straight Only Sign (R3-8b) Including Sign, Pole, and Base	570.00	1,140.00	670.00	1,340.00	675.00	1,350.00	600.00	1,200.00
129	1	EA	Furnish & Install No Left Turn Sign (R3-2) Including Sign, Pole, and Base	462.00	462.00	600.00	600.00	600.00	600.00	475.00	475.00
130	1	EA	Furnish & Install Right Lane Ends Sign (W4-2R) Including Sign, Pole, and Base	462.00	462.00	600.00	600.00	600.00	600.00	475.00	475.00
131	1	EA	Furnish & Install Left Turn Sign (W1-1L) with Advisory Speed Plaque (W13-1P) Including Sign, Pole, and Base	510.00	510.00	600.00	600.00	600.00	600.00	525.00	525.00
132	1	EA	Furnish & Install Speed Limit Sign (R2-1) Including Sign, Pole, and Base	450.00	450.00	600.00	600.00	600.00	600.00	475.00	475.00
133	4,700	SY	Furnish and Install Hydro Mulch Seeding with Flexible Growth Media (Flexterra) For Permanent Erosion Control, Including 4-Inch Top Soil and Water to Establish and Sustain Growth	1.32	6,204.00	9.00	42,300.00	9.00	42,300.00	2.00	9,400.00
134	55	LF	CONDT (PVC) (SCHD 40) (3")	61.20	3,366.00	30.00	1,650.00	30.00	1,650.00	36.00	1,980.00
135	205	LF	CONDT (PVC) (SCHD 80) (4") (BORE)	98.40	20,172.00	90.00	18,450.00	90.00	18,450.00	100.00	20,500.00
136	430	LF	CONDUIT (PREPARE)	4.20	1,806.00	1.70	731.00	1.75	752.50	2.00	860.00
137	660	LF	ELEC CONDR (NO. 8) INSULATED	3.00	1,980.00	2.20	1,452.00	2.15	1,419.00	2.50	1,650.00
138	260	LF	ELEC CONDR (NO. 6) BARE	3.30	858.00	2.50	650.00	2.50	650.00	3.00	780.00
139	1	EA	GROUND BOX TY D (162922)	10,080.00	10,080.00	2,600.00	2,600.00	2,600.00	2,600.00	2,875.00	2,875.00
140	2	EA	REMOVE GROUND BOX	504.00	1,008.00	380.00	760.00	370.00	740.00	425.00	850.00
141	1	EA	INSTALL HWY TRF SIG (UPGRADE)	2,760.00	2,760.00	6,000.00	6,000.00	6,000.00	6,000.00	6,500.00	6,500.00
142	4	EA	PED SIG SEC (LED) (COUNTDOWN)	1,320.00	5,280.00	1,500.00	6,000.00	1,500.00	6,000.00	1,650.00	6,600.00
143	1,148	LF	TRF SIG CBL (TY A) (14 AWG) (5 CONDR)	3.18	3,650.64	2.50	2,870.00	2.35	2,697.80	3.00	3,444.00
144	185	LF	TRF SIG CBL (TY A) (14 AWG) (7 CONDR)	3.84	710.40	3.00	555.00	3.00	555.00	3.25	601.25
145	800	LF	TRF SIG CBL (TY C) (12 AWG) (2 CONDR)	2.82	2,256.00	2.20	1,760.00	2.25	1,800.00	2.50	2,000.00
146	3	EA	PED POLE ASSEMBLY	5,280.00	15,840.00	3,800.00	11,400.00	3,800.00	11,400.00	4,150.00	12,450.00
147	3	EA	REMOVE PED POLE ASSEMBLY	240.00	720.00	430.00	1,290.00	420.00	1,260.00	465.00	1,395.00
148	4	EA	PED DETECT PUSH BUTTON (APS)	1,440.00	5,760.00	1,400.00	5,600.00	1,400.00	5,600.00	1,575.00	6,300.00
149	250	LF	REMOVAL OF CABLES	5.04	1,260.00	1.20	300.00	1.20	300.00	1.50	375.00
150	1	EA	REMOVAL OF SIGNAL HEAD ASSM	104.40	104.40	430.00	430.00	420.00	420.00	465.00	465.00
151	1	EA	REMOVAL OF PEDESTRIAN PUSH BUTTONS	52.80	52.80	270.00	270.00	270.00	270.00	300.00	300.00
152	180	LF	VIVDS CABLING	3.66	658.80	4.50	810.00	4.50	810.00	5.00	900.00
153	4	EA	GROUND BOX (PREPARE)	336.00	1,344.00	400.00	1,600.00	390.00	1,560.00	425.00	1,700.00
154	100%	LS	City of Georgetown Force Account	150,000.00	150,000.00	150,000.00	150,000.00	150,000.00	150,000.00	150,000.00	150,000.00
TOTAL BASE BID - (Items 1 - 154)					**$ 2,958,318.04**		**$ 3,135,500.50**		**$ 3,166,868.05**		**$ 3,315,289.75**

Did Bidder Acknowledge Addendum No. 1	YES	YES	YES	YES
Did Bidder Acknowledge Addendum No. 2	YES	YES	YES	YES
Did Bidder Acknowledge Addendum No. 3	YES	YES	YES	YES
Did Bidder provide Section #00400?	YES	YES	YES	YES
Did Bidder provide Section #00410?	YES	YES	YES	YES

BID TABULATION
CITY OF GEORGETOWN TEXAS
Williams Drive Intersection Improvements at Lakeway Drive and Bootys Crossing
October 8, 2026; 2:00 PM

				BIDDER INFORMATION					
				5		6		7	
				Packsaddle Management, LLC P.O. Box 4385 Horseshoe Bay, Texas 78657		Dan Williams Company 0 N. Capital of Texas Hwy, Bldg 3, Ste Austin, Texas 78759		E-Z Bel Construction, LLC 203 Recoleta San Antonio, TX 78216	
Item No.	Bid Quantity	Unit	Bid Data Description	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount
BASE BID									
1	100%	LS	Insurance, Bonds and Mobilization, not to exceed 5% of Base Bid	$ 120,000.00	$ 120,000.00	$ 150,000.00	$ 150,000.00	$ 345,000.00	$ 345,000.00
2	29	STA	Provide Labor, Equipment, Tools and Supervision to Complete Preparation of Right-of-way	3,000.00	87,000.00	5,000.00	145,000.00	5,500.00	159,500.00
3	100%	LS	For Providing a Video DVD of the Project Area Prior to and After Construction	5,000.00	5,000.00	10,000.00	10,000.00	5,000.00	5,000.00
4	100%	LS	Submit Trench Safety Plan Prepared & Signed by P.E., in Conformance with State Law and OSHA, for Base Bid	2,000.00	2,000.00	15,000.00	15,000.00	4,000.00	4,000.00
5	3,300	LF	Implement & Follow Trench Safety Plan (Pipe)	6.00	19,800.00	3.00	9,900.00	1.00	3,300.00
6	7,700	SF	Implement & Follow Trench Safety Plan (Structures)	4.00	30,800.00	1.75	13,475.00	1.00	7,700.00
7	100%	LS	Prepare and Implement Stormwater Pollution Prevention Plan, Including Submission to and Receiving Permits from Texas Commission on Environmental Quality (TCEQ)	7,500.00	7,500.00	15,000.00	15,000.00	15,000.00	15,000.00
8	100%	LS	Submit Barricade, Signing, and Traffic Safety and Phasing Plan (Vehicular and Pedestrian) Prepared & Signed by P.E., in Conformance with State Law and OSHA	54,000.00	54,000.00	100,000.00	100,000.00	15,000.00	15,000.00
9	100%	LS	Implement and Administer Barricade, Signing and Traffic Safety Plan (Vehicular and Pedestrian)	180,000.00	180,000.00	300,000.00	300,000.00	100,000.00	100,000.00
10	1,200	LF	Furnish, Install, Maintain & Remove Silt Fence	5.00	6,000.00	4.55	5,460.00	3.05	3,660.00
11	50	LF	Furnish, Install, Maintain & Remove Rock Berm	75.00	3,750.00	65.00	3,250.00	65.00	3,250.00
12	25	LF	Furnish, Install, Maintain & Remove High Service Rock Berm	85.00	2,125.00	73.50	1,837.50	85.00	2,125.00
13	75	LF	Furnish, Install, Maintain & Remove Inlet Protection	10.00	750.00	7.50	562.50	7.50	562.50
14	1,200	LF	Furnish, Install, Maintain & Remove Tree Protection	7.00	8,400.00	3.50	4,200.00	3.50	4,200.00
15	1,775	CY	For Unclassified Excavation of Roadway & Channel	120.00	213,000.00	24.00	42,600.00	30.00	53,250.00
16	25	CY	For Unclassified Fill For Roadway & Channel	120.00	3,000.00	70.00	1,750.00	55.00	1,375.00
17	325	CY	For Select Fill (Offsite) For Roadway & Right-of-Way	79.00	25,675.00	70.00	22,750.00	50.00	16,250.00
18	1	EA	Remove and Replace Existing Fire Hydrant Assembly, Including Valve, Appurtenances, and Blue Button	8,500.00	8,500.00	7,500.00	7,500.00	12,000.00	12,000.00
19	1	EA	Remove 3' x 3' Grate Inlet	2,000.00	2,000.00	2,000.00	2,000.00	1,000.00	1,000.00
20	1	EA	Remove and Reset Water Valve Box to Grade (in Vegetated Area)	700.00	700.00	1,000.00	1,000.00	1,700.00	1,700.00
21	100%	LS	Shorten Existing Guard Fence Where Shown and Salvage and Reinstall End Treatment System	2,000.00	2,000.00	5,000.00	5,000.00	10,000.00	10,000.00
22	2	EA	Remove Sign	300.00	600.00	150.00	300.00	500.00	1,000.00
23	3	EA	Remove and Reset Existing Sign	500.00	1,500.00	1,200.00	3,600.00	600.00	1,800.00
24	1	EA	Remove and Reset Mailbox	500.00	500.00	1,500.00	1,500.00	750.00	750.00
25	875	SY	Sawcut, Demolition, Removal and Haul Off of Existing Concrete Sidewalk, Ramps, and Driveways	20.00	17,500.00	18.00	15,750.00	1.00	875.00
26	1,275	LF	Sawcut, Demolition, Removal and Haul Off of Existing Curb & Gutter	10.00	12,750.00	6.50	8,287.50	1.00	1,275.00
27	80	SY	Demolition, Removal and Haul Off of Existing Paver and Concrete Median	30.00	2,400.00	30.00	2,400.00	1.00	80.00
28	150	LF	Remove 24" RCP	26.00	3,900.00	28.00	4,200.00	35.00	5,250.00
29	30	LF	Remove 24" CMP	26.00	780.00	20.00	600.00	35.00	1,050.00
30	40	LF	Remove 18"x12" Elliptical CMP	26.00	1,040.00	20.00	800.00	30.00	1,200.00
31	80	LF	Remove 2 - 42"x28" Elliptical CMP	34.00	2,720.00	20.00	1,600.00	60.00	4,800.00
32	1	EA	Remove 8' x 4' Junction Box	6,000.00	6,000.00	4,000.00	4,000.00	1,500.00	1,500.00
33	950	SY	For Sawcut, Removal, Haul Off, and Disposal of Existing Asphalt	6.00	5,700.00	16.00	15,200.00	25.00	23,750.00
34	1,725	SY	For 2" of Milling, Including Removal, Haul off, and Disposal of Existing Asphalt	5.00	8,625.00	4.50	7,762.50	4.50	7,762.50
35	825	SY	For 0-2" of Milling, Including Removal, Haul off, and Disposal of Existing Asphalt	7.00	5,775.00	7.50	6,187.50	7.50	6,187.50
36	750	SY	For 0-6" of Milling, Including Removal, Haul off, and Disposal of Existing Asphalt	10.00	7,500.00	9.00	6,750.00	9.00	6,750.00
37	6,150	SY	Furnish & Install 2" D-GR HMA TY-D SAC-A PG76-22 per Current TXDOT Item 341, Including Tack Coat	22.00	135,300.00	30.00	184,500.00	25.00	153,750.00
38	350	TON	Furnish & Install D-GR HMA TY-B PG64-22 (LEVEL-UP) per Current TXDOT Item 341, Including Prime/Tack Coat	158.00	55,300.00	210.00	73,500.00	200.00	70,000.00
39	20	TON	Furnish & Install D-GR HMA TY-D SAC-A PG76-22 (LEVEL-UP) per Current TXDOT Item 341, Including Prime/Tack Coat	422.00	8,440.00	200.00	4,000.00	190.00	3,800.00
40	3,600	SY	Furnish & Install 4" D-GR HMA TY-B PG64-22 per Current TXDOT Item 341, Including Tack Coat	33.00	118,800.00	50.00	180,000.00	43.00	154,800.00
41	3,975	SY	Furnish & Install 7" D-GR HMA TY-B PG64-22 per Current TXDOT Item 341, Including Prime Coat	64.00	254,400.00	60.00	238,500.00	53.00	210,675.00
42	75	TON	Furnish & Install D-GR HMA TY-D PG76-22 (PATCH) per Current TXDOT Item 341, Including Prime/Tack Coat	304.00	22,800.00	325.00	24,375.00	225.00	16,875.00
43	2,975	SY	Furnish & Install 6" Crushed Limestone Base Material	14.00	41,650.00	20.00	59,500.00	24.00	71,400.00
44	2,975	SY	Furnish & Install 6" Moisture Conditioned Subgrade	6.00	17,850.00	5.00	14,875.00	20.00	59,500.00
45	400	LF	Furnish & Install 2-foot Ribbon Curb	25.00	10,000.00	35.00	14,000.00	45.00	18,000.00
46	1,300	LF	Furnish & Install Standard Curb & Gutter	25.00	32,500.00	35.00	45,500.00	50.00	65,000.00
47	110	LF	Furnish & Install Double Spill Curb	50.00	5,500.00	45.00	4,950.00	55.00	6,050.00
48	350	SY	Furnish & Install 6" Class A Concrete Driveway	80.00	28,000.00	175.00	61,250.00	150.00	52,500.00
49	125	SY	Furnish and Install Class A Concrete Curb Return	118.00	14,750.00	95.00	11,875.00	150.00	18,750.00
50	20	SY	Furnish and Install Class A Concrete Driveway Island	86.00	1,720.00	150.00	3,000.00	250.00	5,000.00
51	140	LF	Furnish & Install Type C1 Curb	200.00	28,000.00	135.00	18,900.00	160.00	22,400.00
52	1	EA	Furnish & Install Breakaway Bollard	1,000.00	1,000.00	2,500.00	2,500.00	1,750.00	1,750.00
53	425	SY	Furnish & Install 5-Inch Concrete Sidewalk	84.00	35,700.00	95.00	40,375.00	125.00	53,125.00
54	1	EA	Furnish & Install TxDOT Type 1 Ramp with City of Georgetown Detectable Warnings	5,000.00	5,000.00	2,800.00	2,800.00	4,000.00	4,000.00
55	1	EA	Furnish & Install TxDOT Type 3 Ramp with City of Georgetown Detectable Warnings	5,000.00	5,000.00	2,800.00	2,800.00	4,000.00	4,000.00
56	3	EA	Furnish & Install TxDOT Type 7 Ramp with City of Georgetown Detectable Warnings	5,200.00	15,600.00	2,800.00	8,400.00	5,500.00	16,500.00
57	10	SY	Furnish & Install 4-Inch Concrete Riprap Including Reinforcing	100.00	1,000.00	175.00	1,750.00	1,000.00	10,000.00
58	100	CY	Furnish & Install Class A Miscellaneous Concrete	700.00	70,000.00	410.00	41,000.00	300.00	30,000.00
59	1	EA	Adjust Existing Curb Inlet to Proposed Street Grade and Furnish and Install Precast Slab Lid	4,500.00	4,500.00	3,500.00	3,500.00	1,500.00	1,500.00
60	1	EA	Furnish and Install 8' x 8' Junction Box with Ring and Cover	20,000.00	20,000.00	30,000.00	30,000.00	37,000.00	37,000.00
61	1	EA	Furnish and Install 5' x 6' Junction Box with Riser, Ring, and Cover	12,000.00	12,000.00	15,000.00	15,000.00	27,000.00	27,000.00
62	1	EA	Furnish and Install 5' x 6' Junction Box	10,000.00	10,000.00	15,000.00	15,000.00	27,000.00	27,000.00
63	1	EA	Furnish and Install 3' x 3' Area Inlet with 5' x 6' Base, Including Ring and Cover	12,000.00	12,000.00	17,500.00	17,500.00	18,000.00	18,000.00
64	1	EA	Furnish and Install 5' x 5' Clear Zone Area Inlet with Frame and Grate	10,000.00	10,000.00	15,000.00	15,000.00	18,000.00	18,000.00
65	2	EA	Furnish and Install 3' x 3' Grate Inlet	5,500.00	11,000.00	15,000.00	30,000.00	18,000.00	36,000.00
66	5	EA	Furnish & Install 10-Foot Curb Inlet	8,400.00	42,000.00	9,000.00	45,000.00	16,000.00	80,000.00
67	1	EA	Furnish & Install Stormceptor Model 450i	24,000.00	24,000.00	35,000.00	35,000.00	60,000.00	60,000.00
68	1	EA	Furnish & Install Stormceptor Model 2400	51,000.00	51,000.00	65,000.00	65,000.00	110,000.00	110,000.00
69	40	LF	Furnish & Install 15" RCP	130.00	5,200.00	195.00	7,800.00	325.00	13,000.00
70	20	LF	Furnish & Install 18" RCP	140.00	2,800.00	250.00	5,000.00	360.00	7,200.00
71	60	LF	Furnish & Install 24" RCP	191.00	11,460.00	300.00	18,000.00	370.00	22,200.00
72	70	LF	Furnish & Install 30" RCP	325.00	22,750.00	325.00	22,750.00	425.00	29,750.00
73	40	LF	Furnish & Install 18" x 12" Elliptical RCP	360.00	14,400.00	300.00	12,000.00	375.00	15,000.00
74	525	LF	Furnish & Install 4' x 2' RCB	600.00	315,000.00	475.00	249,375.00	850.00	446,250.00
75	80	LF	Furnish & Install 6' x 3' RCB	900.00	72,000.00	1,100.00	88,000.00	1,250.00	100,000.00
76	1	EA	Furnish & Install 4' x 2' RCB 15 Degree Bend	2,000.00	2,000.00	1,800.00	1,800.00	5,000.00	5,000.00
77	1	EA	Furnish & Install 24" RCP 30 Degree Bend	1,000.00	1,000.00	350.00	350.00	5,000.00	5,000.00
78	1	EA	Provide Opening in Proposed 4' x 2' RCB and Connect Proposed 15" RCP	2,400.00	2,400.00	650.00	650.00	5,000.00	5,000.00
79	1	EA	Connect Proposed 24" RCP to Existing 24" CMP	1,450.00	1,450.00	650.00	650.00	5,000.00	5,000.00
80	1	EA	Connect Proposed 6' x 3' RCB to Existing 6' x 3' RCB	6,600.00	6,600.00	1,150.00	1,150.00	8,000.00	8,000.00
81	1	EA	Connect Existing 2-28" x 42" CMP to Proposed 8' x8' Junction Box	3,000.00	3,000.00	650.00	650.00	5,000.00	5,000.00
82	1	EA	Provide Opening in Proposed 6' x 3' RCB and Connect Existing 24" RCP	2,000.00	2,000.00	650.00	650.00	8,000.00	8,000.00
83	1	EA	Connect Existing 24" RCP to Proposed Inlet	2,000.00	2,000.00	650.00	650.00	5,000.00	5,000.00
84	1	EA	Connect Proposed 24" RCP to Existing Inlet	2,000.00	2,000.00	650.00	650.00	5,000.00	5,000.00
85	1	EA	Connect Proposed 24" RCP Bend to Existing 24" RCP	2,000.00	2,000.00	650.00	650.00	5,000.00	5,000.00
86	2	EA	Connect Proposed 18" x 12" Elliptical RCP to Existing line	3,000.00	6,000.00	650.00	1,300.00	5,000.00	10,000.00
87	20	LF	Furnish and Install 2' Wide Concrete Flume with 3' Wide Galvanized Steel Diamond Plate, Including Connection to Existing Inlet, Opening, and Toe Wall	400.00	8,000.00	500.00	10,000.00	350.00	8,750.00
88	5	CY	Furnish and Install 8" Grouted Common Stone Rip Rap with Limestone	400.00	2,000.00	650.00	3,250.00	130.00	650.00
89	30	SY	Furnish & Install 6" Concrete Trench Cap Over Existing Utility Remaining in Place	50.00	1,500.00	125.00	3,750.00	200.00	6,000.00
90	2,100	LF	Furnish and Install 8" Diameter C900 PVC Water Line, Including Thrust Restraint	104.00	218,400.00	85.00	178,500.00	120.00	252,000.00
91	110	LF	Remove and Replace Existing 12" Water Line with C900 PVC, Including Thrust Restraint	220.00	24,200.00	200.00	22,000.00	350.00	38,500.00
92	225	LF	Furnish and Install 18" Steel Encasement Pipe by Bore	884.00	198,900.00	1,935.00	435,375.00	1,150.00	258,750.00
93	4	EA	Furnish & Install 8" Gate Valve with Valve Box, Lid, Concrete Apron, and Concrete Block	3,400.00	13,600.00	9,000.00	36,000.00	4,500.00	18,000.00
94	1	EA	Furnish & Install 12" Gate Valve with Valve Box, Lid, Concrete Apron, and Concrete Block	6,400.00	6,400.00	11,000.00	11,000.00	7,500.00	7,500.00
95	3	EA	For Furnishing and Installing Standard Fire Hydrant Assembly, Including Tee at Main, Valve, Appurtenances, and Blue Button	10,000.00	30,000.00	15,000.00	45,000.00	12,000.00	36,000.00
96	2	EA	Furnish & Install Ductile Iron 11.25° Bend, 8" Diameter	600.00	1,200.00	1,700.00	3,400.00	1.00	2.00
97	4	EA	Furnish & Install Ductile Iron 22.5° Bend, 8" Diameter	750.00	3,000.00	1,700.00	6,800.00	1.00	4.00

BID TABULATION
CITY OF GEORGETOWN TEXAS
Williams Drive Intersection Improvements at Lakeway Drive and Bootys Crossing
October 8, 2026; 2:00 PM

				BIDDER INFORMATION					
				5		6		7	
				Packsaddle Management, LLC P.O. Box 4385 Horseshoe Bay, Texas 78657		Dan Williams Company 0 N. Capital of Texas Hwy, Bldg 3, Ste Austin, Texas 78759		E-Z Bel Construction, LLC 203 Recoleta San Antonio, TX 78216	
Item No.	Bid Quantity	Unit	Bid Data Description	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount
BASE BID									
98	10	EA	Furnish & Install Ductile Iron 45° Bend, 8" Diameter	900.00	9,000.00	1,700.00	17,000.00	1.00	10.00
99	6	EA	Furnish & Install Ductile Iron 45° Bend, 12" Diameter	1,200.00	7,200.00	2,100.00	12,600.00	1.00	6.00
100	1	EA	Cut and Cap Existing 8" Water Line with Cap on Existing Tee	1,800.00	1,800.00	1,100.00	1,100.00	1,750.00	1,750.00
101	1	EA	Furnish & Install Cut-In 8" x 8" Tee with Thrust Restriants, Including Connection to Existing Water Line	3,000.00	3,000.00	4,000.00	4,000.00	1,100.00	1,100.00
102	3	EA	Tie Proposed 8" Waterline to Existing 8" Waterline	2,000.00	6,000.00	5,000.00	15,000.00	16,000.00	48,000.00
103	2	EA	Tie Proposed 12" Waterline to Existing 12" Waterline	3,000.00	6,000.00	5,500.00	11,000.00	16,000.00	32,000.00
104	1	EA	Furnish & Install New Single Service Connection, Including All Pipe and Appurtenances Up to Existing Meter, Connections to Proposed Main and Existing Meter, and Replacement of Meter Box to Grade	2,500.00	2,500.00	5,000.00	5,000.00	4,500.00	4,500.00
105	1	EA	Furnish & Install New Double Service Connection, Including All Pipe and Appurtenances Up to Existing Meters, Connections to Proposed Main and Existing Meters, and Replacement of Meter Boxes to Grade	2,700.00	2,700.00	5,500.00	5,500.00	5,000.00	5,000.00
106	1	LS	Furnish All Materials, Equipment, Tools and Labor Necessary for Pressure Testing Water Pipe, Including Any Necessary Repairs	3,400.00	3,400.00	32,000.00	32,000.00	10,000.00	10,000.00
107	3	EA	Furnish & Install Water Sampling Stations	900.00	2,700.00	1,200.00	3,600.00	12,500.00	37,500.00
108	100%	LS	Remove and Replace Existing 24" Pipe Headwall with Flared Wings and Energy Dissipators to Match Existing	6,300.00	6,300.00	15,000.00	15,000.00	12,000.00	12,000.00
109	1	EA	Remove Existing Flushing Assembly	700.00	700.00	1,500.00	1,500.00	2,000.00	2,000.00
110	1	EA	Remove and Replace Existing Manhole Including Bypass Pumping, Pipe Connections, and Testing	24,000.00	24,000.00	40,000.00	40,000.00	55,000.00	55,000.00
111	210	LF	Remove and Replace 8" PVC Wastewater Line, Including Bypass Pumping, Service Connections, Testing	150.00	31,500.00	150.00	31,500.00	450.00	94,500.00
112	225	LF	Eliminate Existing Pavement Markings 24" Wide	5.00	1,125.00	4.00	900.00	8.19	1,842.75
113	350	LF	Furnish & Install Thermoplastic White 24" Crosswalk Striping	20.00	7,000.00	8.50	2,975.00	16.39	5,736.50
114	125	LF	Furnish & Install Thermoplastic White 24" Stop Bar	20.00	2,500.00	9.50	1,187.50	16.38	2,047.50
115	1,050	LF	Furnish & Install Thermoplastic White 6" Dash Striping, Including Reflective Raised Pavement Markers	3.00	3,150.00	1.75	1,837.50	4.36	4,578.00
116	800	LF	Furnish & Install Thermoplastic White 8" Solid Striping, Including Reflective Raised Pavement Markers	5.00	4,000.00	2.00	1,600.00	5.52	4,416.00
117	700	LF	Furnish & Install Thermoplastic White 6" Solid Striping, Including Reflective Raised Pavement Markers	5.00	3,500.00	1.75	1,225.00	4.38	3,066.00
118	725	LF	Furnish & Install Double Thermoplastic Yellow 6" Solid Striping, Including Reflective Raised Pavement Markers	5.00	3,625.00	3.50	2,537.50	4.38	3,175.50
119	225	LF	Furnish & Install Thermoplastic Yellow 4" Solid Striping, Including Reflective Raised Pavement Markers	4.00	900.00	1.25	281.25	2.55	573.75
120	2	EA	Furnish & Install Thermoplastic Solid Yellow Curb Marking on Median Nose, Including Primer and Reflective Raised Pavement Markers	2,000.00	4,000.00	1,500.00	3,000.00	355.76	711.52
121	60	LF	Furnish & Install Yellow Curb Face Marking	7.00	420.00	3.50	210.00	5.32	319.20
122	50	LF	Furnish & Install Red and White Fire Lane Curb Marking	7.00	350.00	3.50	175.00	6.02	301.00
123	1	EA	Furnish & Install Thermoplastic "NO PARKING LOADING ZONE" in 12-Inch Letters	650.00	650.00	350.00	350.00	307.57	307.57
124	7	EA	Furnish & Install Thermoplastic "ONLY" Emblem	400.00	2,800.00	295.00	2,065.00	576.68	4,036.76
125	6	EA	Furnish & Install Thermoplastic Right Turn Arrow	400.00	2,400.00	295.00	1,770.00	648.43	3,890.58
126	6	EA	Furnish & Install Thermoplastic Straight Arrow	400.00	2,400.00	295.00	1,770.00	648.43	3,890.58
127	7	EA	Furnish & Install Thermoplastic Left Turn Arrow	400.00	2,800.00	295.00	2,065.00	648.44	4,539.08
128	2	EA	Furnish & Install Left Turn, Right Turn, and Straight Only Sign (R3-8b) Including Sign, Pole, and Base	600.00	1,200.00	575.00	1,150.00	922.69	1,845.38
129	1	EA	Furnish & Install No Left Turn Sign (R3-2) Including Sign, Pole, and Base	500.00	500.00	525.00	525.00	922.68	922.68
130	1	EA	Furnish & Install Right Lane Ends Sign (W4-2R) Including Sign, Pole, and Base	500.00	500.00	525.00	525.00	1,250.75	1,250.75
131	1	EA	Furnish & Install Left Turn Sign (W1-1L) with Advisory Speed Plaque (W13-1P) Including Sign, Pole, and Base	550.00	550.00	525.00	525.00	922.65	922.65
132	1	EA	Furnish & Install Speed Limit Sign (R2-1) Including Sign, Pole, and Base	500.00	500.00	525.00	525.00	922.68	922.68
133	4,700	SY	Furnish and Install Hydro Mulch Seeding with Flexible Growth Media (Flexterra) For Permanent Erosion Control, Including 4-Inch Top Soil and Water to Establish and Sustain Growth	5.00	23,500.00	5.50	25,850.00	1.00	4,700.00
134	55	LF	CONDT (PVC) (SCHD 40) (3")	40.00	2,200.00	30.00	1,650.00	60.00	3,300.00
135	205	LF	CONDT (PVC) (SCHD 80) (4") (BORE)	104.00	21,320.00	75.00	15,375.00	70.00	14,350.00
136	430	LF	CONDUIT (PREPARE)	2.00	860.00	1.50	645.00	3.00	1,290.00
137	660	LF	ELEC CONDR (NO. 8) INSULATED	3.00	1,980.00	1.85	1,221.00	5.00	3,300.00
138	260	LF	ELEC CONDR (NO. 6) BARE	3.00	780.00	2.10	546.00	2.00	520.00
139	1	EA	GROUND BOX TY D (162922)	3,100.00	3,100.00	3,500.00	3,500.00	1,100.00	1,100.00
140	2	EA	REMOVE GROUND BOX	440.00	880.00	310.00	620.00	600.00	1,200.00
141	1	EA	INSTALL HWY TRF SIG (UPGRADE)	7,140.00	7,140.00	20,000.00	20,000.00	1,200.00	1,200.00
142	4	EA	PED SIG SEC (LED) (COUNTDOWN)	1,785.00	7,140.00	1,500.00	6,000.00	900.00	3,600.00
143	1,148	LF	TRF SIG CBL (TY A) (14 AWG) (5 CONDR)	3.00	3,444.00	2.00	2,296.00	4.00	4,592.00
144	185	LF	TRF SIG CBL (TY A) (14 AWG) (7 CONDR)	4.00	740.00	2.50	462.50	5.00	925.00
145	800	LF	TRF SIG CBL (TY C) (12 AWG) (2 CONDR)	3.00	2,400.00	1.90	1,520.00	4.00	3,200.00
146	3	EA	PED POLE ASSEMBLY	4,500.00	13,500.00	4,000.00	12,000.00	5,000.00	15,000.00
147	3	EA	REMOVE PED POLE ASSEMBLY	500.00	1,500.00	350.00	1,050.00	500.00	1,500.00
148	4	EA	PED DETECT PUSH BUTTON (APS)	2,000.00	8,000.00	1,200.00	4,800.00	1,300.00	5,200.00
149	250	LF	REMOVAL OF CABLES	2.00	500.00	1.00	250.00	1.50	375.00
150	1	EA	REMOVAL OF SIGNAL HEAD ASSM	500.00	500.00	350.00	350.00	160.00	160.00
151	1	EA	REMOVAL OF PEDESTRIAN PUSH BUTTONS	500.00	500.00	225.00	225.00	150.00	150.00
152	180	LF	VIVDS CABLING	6.00	1,080.00	3.75	675.00	5.00	900.00
153	4	EA	GROUND BOX (PREPARE)	500.00	2,000.00	325.00	1,300.00	500.00	2,000.00
154	100%	LS	City of Georgetown Force Account	150,000.00	150,000.00	150,000.00	150,000.00	150,000.00	150,000.00
TOTAL BASE BID - (Items 1 - 154)					**$ 3,350,094.00**		**$ 3,884,056.75**		**$ 4,187,057.93**

Did Bidder Acknowledge Addendum No. 1	YES	YES	YES
Did Bidder Acknowledge Addendum No. 2	YES	YES	YES
Did Bidder Acknowledge Addendum No. 3	YES	YES	YES
Did Bidder provide Section #00400?	YES	YES	YES
Did Bidder provide Section #00410?	YES	YES	YES

I hereby certify that this is a correct and true tabulation of all bids received

STATE OF TEXAS
HADEN J. MATTKE
154595
LICENSED
PROFESSIONAL ENGINEER

Haden Mattke, PE, CFM
Kasberg, Patrick & Associates, LP

10/9/2026
Date

FILE: P:\Georgetown\2023\2023-141 Williams-Lakeway Turn Lanes\CAD\Exhibit\BOOTYS-PP.dwg LAST SAVED: 10/9/2026 11:15:08 AM LAYOUT: Sheet - (31)

City of Georgetown, Texas
City Council
October 27, 2026

SUBJECT:
Task Order KPA-27-001 for FY2027 New Development Plan Review

SUGGESTED ACTION:
Consideration and possible action to approve Task Order KPA-27-001 for FY2027 New Development Plan Review professional engineering services with Kasberg, Patrick, and Associates, LP, of Georgetown, Texas, in the amount of $120,000.00 -- Wesley Wright, P.E., Systems Engineering Director, and Caleb Fuhrer, P.E., Assistant Systems Engineering Director

ITEM SUMMARY:
This task order is for plan review services for civil engineering related to new development on an as-needed basis to help support staff with managing the City's rapid growth. As in prior years, under this scope, Kasberg, Patrick, and Associates (KPA), will provide engineering plan review services for streets, drainage, water, and wastewater in compliance with Federal, City and State standards. These services will be provided on an as-needed basis, and development application fees are in place to recoup these costs.

Staff recommends award of the proposed task order.

FINANCIAL IMPACT:
Funds are available in the adopted FY27 budget for these services and are recovered through developer-paid plan review/application fees.

SUBMITTED BY:
Shawn Gunnin, Systems Engineering

ATTACHMENTS:
KPA Task Order KPA-27-001_rvsd.pdf

TASK ORDER

Task Order No. KPA-27-001, consisting of 6 pages.

Task Order

In accordance with paragraph 1.01 of the Master Services Agreement between Owner and Kasberg, Patrick and Associates, LP ("Engineer") for Professional Services – Task Order Edition, dated August 23, 2022 ("Agreement"), Owner and Engineer agree as follows:

1. **Specific Project Data**

   A. Title: FY 2027 Plan Reviews

   B. Description: This project involves providing plan reviews for private developments submitted to the City of Georgetown for approval. KPA will provide the plan review services and issue comments for the specific development plans that are to be addressed prior to final approval.

   C. City of Georgetown Project Number: PRJ000xxx

   D. City of Georgetown General Ledger Account No.: _____

   E. City of Georgetown Purchase Order No.: _____

   F. Master Services Agreement, Contract Number: 22-0211-MSA

2. **Services of Engineer**

   See attached Exhibit A for a more detailed scope.

3. **Owner's Responsibilities**

   Owner shall have those responsibilities set forth in the Agreement subject to the following:
   Provide access to MyPermitNow and general direction regarding plans to be reviewed by KPA.

4. **Times for Rendering Services**

Phase	Completion Date
Plan Review	On Demand

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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 *Plan Review*	*Standard Hourly Rates*	*$120,000.00*

B. The terms of payment are set forth in Article 4 of the Agreement unless modified in this Task Order.

6. **Consultants:**

Kasberg, Patrick & Associates, LP – Georgetown, Texas

7. **Other Modifications to Agreement:**

None

8. **Attachments:**

Exhibit A – Scope
Exhibit B – Hourly Rates Schedule

9. **Documents Incorporated By Reference:** The Agreement effective August 23, 2023

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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: _____
Name: Josh Schroeder	Name: Alvin R (Trae) Sutton III, PE, CFM
Title: Mayor	Title: COO/Vice President
	Engineer License or Firm's Certificate No. F-510
	State of: Texas
Date: _____	Date: October 7, 2026
ATTEST:	APPROVED AS TO FORM:
_____	_____
City Secretary	City Attorney

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DESIGNATED REPRESENTATIVE FOR TASK ORDER:		DESIGNATED REPRESENTATIVE FOR TASK ORDER:	
Name:	Wesley Wright	Name:	Haden Mattke, P.E., CFM
Title:	Systems Engineering Director	Title:	Project Manager
Address:	295 SE Inner Loop Georgetown TX 78627	Address:	800 South Austin Avenue Georgetown, TX 78626
E-Mail Address:	Wesley.Wright@georgetowntexas.gov	E-Mail Address:	HMattke@kpaengineers.com
Phone:		Phone:	512-819-9478
Fax:		Fax:	254-733-6667

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EXHIBIT A – DETAILED PROJECT SCOPE

SERVICES PROVIDED BY ENGINEER

KASBERG, PATRICK & ASSOCIATES, LP

GEORGETOWN, TEXAS

Project Description:

This project involves reviewing plans from private developers and issuing comments to be addressed for plan approval.

Scope of Services:

The scope of services associated with Plan Review includes:

I. Plan Review

a. Plan Review
   i. The ENGINEER will review all plans released by the City of Georgetown Staff for compliance with standard engineering practice, City of Georgetown Standards and City of Georgetown Specifications.
   ii. The ENGINEER will write a letter addressed to the City of Georgetown designated staff member and copied to the Private Developer's Engineer listing all comments found during the review process. The letter will be sent no later than fourteen (14) calendar days from the receipt of the plans from the City of Georgetown.
   iii. The ENGINEER will review all follow up submittals to ensure all comments have been addressed from previous submittals. The letter will be addressed to the City of Georgetown designated staff member and copied to the Private Developer's Engineer listing any further comments found during the review process. If there are no further comments a letter stating that all comments have been addressed will be sent. The letter will be sent no later than fourteen (14) calendar days from the receipt of the plans from the City of Georgetown.

EXHIBIT B

Hourly Rates

City of Georgetown

FY 2027 Plan Review

POSITION	SALARY COST/RATES
Principal	$ 210.00/hour
Project Manager	185.00/hour
Project Engineer	140.00/hour
Engineer-in-Training	125.00/hour
Engineering Technician	85.00/hour
CAD Technician	90.00/hour
Clerical	60.00/hour

City of Georgetown, Texas
City Council
October 27, 2026

SUBJECT:
Award of RFP 202604 for Advanced Metering Infrastructure (AMI) Agreement to Landis Gyr Technology, Inc.

SUGGESTED ACTION:
Consideration and possible action to approve a Master Agreement with Landis-Gyr Technology, Inc. for an Advanced Metering Infrastructure (AMI) system, Meter Data Management System (MDMS), Customer Portal, and streetlight control, including electric meter exchange and network installation, pursuant to RFP No. 202604, in an amount not to exceed $10,500,000.00 for system implementation through Final System Acceptance, and an amount not to exceed $14,500,000.00 for fifteen (15) years of support and maintenance following Final System Acceptance -- Daniel Bethapudi, Electric Utility General Manager

ITEM SUMMARY:
Staff recommends approving a single Master Agreement with Landis+Gyr Technology, Inc. to replace the City's aging AMI system and add a meter data management system, customer portal, and streetlight control. The City of Georgetown Electric Utility's Elster AMI system, deployed in 2013 and serving about 36,200 meters, is at end of life, and Elster (Honeywell) no longer offers replacement hardware. Landis+Gyr scored highest of nine proposals under competitive RFP No. 202604, after on-site interviews with the three short-listed vendors and reference checks, and Purchasing received no challenges to the process.

Agreement Highlights
- One agreement covers the AMI network, MDMS, customer portal, and meter exchange, with Landis+Gyr as the single point of responsibility.
- Implementation runs in two phases: about 500 meters and system interfaces within 9 months of execution, and all meters exchanged within 24 months.
- Support runs 15 years from Final System Acceptance, with a five-year equipment warranty.
- Fees are fixed until two years after Phase I acceptance, then adjust no more than annually by the lower of CPI or 5 percent.
- Payments are tied to milestones, and the agreement protects against obsolescence and stranded assets.

FINANCIAL IMPACT:
Funds for implementation through Final System Acceptance are available in the FY27 CIP Budget. Following Final System Acceptance, support and maintenance will be budgeted annually in the Electric O&M Budget.

SUBMITTED BY:
Pam Cofer, Electric Department

ATTACHMENTS:

AMI Project Presentation.pdf
AMI System Master Agreement - signed.pdf

AMI PROJECT

TOM ASP | ***Senior Consultant***

Power System Engineering (PSE)

GEORGETOWN
TEXAS

Electric AMI, CP, and MDMS Procurement and Contracting

City of Georgetown

Tom Asp

October 2026

AMI – Advanced Metering Infrastructure
MDMS – Meter Data Management System
CP – Customer Portal

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Discussion Topics

- Discuss development of Request for Proposal (RFP)
  - Why an AMI replacement is required
  - Prepare needs assessment
  - Outline AMI, CP, and MDM requirements
  - Structure of the RFP
- Review vendor selection process
  - Issue RFP
  - Evaluate responses to RFP
  - Select short-list vendors
  - Select preferred vendor
- Discuss negotiated agreement
- Review budget

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Development of RFP

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Why the AMI Replacement is Required

- Existing Elster AMI system is aging and deployed hardware(meters and gateways) reaching end of life
- Replacement hardware not offered by Elster (Honeywell)
- Existing system does not support evolving needs

Process of Selecting the AMI Replacement

- Conduct a needs assessment
- Develop and issue RFP
- Review responses
- Interview and select best value response
- Negotiation of Agreement
- Implement system

Needs Assessment

- Leverage lessons learned from Georgetown's Elster AMI deployment and operation. Included stakeholders from AMI, billing, metering, engineering, street lighting, and others
  - The key stakeholders identify the needs, the needs along with lessons learned help us develop the needs assessment which in-turn drove the RFP document.
- Incorporate insights from PSE support of other municipal efforts

Georgetown staff is experienced and knowledgeable with AMI and MDMS operation and capabilities.

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AMI/MDM Requirements

- Consider and document support of evolving needs
  - Complex rates
  - Power quality data for distribution operations
  - Market structure alternatives
  - Grid monitoring and control (distribution automation, edge computing, load management, etc.)
  - Ancillary functions – streetlight control

Requirements extend far beyond a monthly read for billing

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RFP Development

- Objective is to acquire a fully implemented and tested AMI network, CP, and MDMS – not a Lego set that staff must assemble
- Specify a turnkey AMI, CP, and MDMS implementation
  - Supply of hardware and software
  - Provide meter exchange and installation
  - Adherence to measurable performance metric
- Structure the RFP response to become part of the Agreement, including a draft agreement
  - Center response around an extensive set of desired requirements
- Focus on functionality and long-term support not technology
- Understand and compare the total cost of ownership

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Vendor Selection Process

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RFP Distribution

- Advertise RFP and Notify known vendor community
- RFP outlined schedule and process of review
- Received nine responses
  - Aqua-Metric (Sensus)
  - AquaTrax
  - Eaton
  - Elster (Honeywell)
  - Landis & Gyr
  - Parsons
  - Tantalus
  - Techline (Aclara)
  - Vision

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Response Evaluation

- RFP responses reviewed and scored
- Eliminated vendors that did not meet desired requirements and performance
- Short-listed three vendors
  - Landis & Gyr
  - Tantalus
  - Techline (Aclara)
- Held on-site interview with short-listed vendors

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Landis & Gyr Selection

- RFP responses reviewed, scored, and determined that Landis & Gyr provided the highest value and future proofing
  - Meet core requirements - AMI, MDMS, and CP
  - Ability to support evolving needs
  - Ability to support streetlight control
  - Support of “edge computing” applications
  - Experience with integration to existing Georgetown systems (CIS, other)
  - Manufactures key components of the system
  - Quality of references and experience

The evaluation team selected the solution and vendor that provided the required functionality at the best value – not based on a given technology.

The evaluation team used scoring templates and other tools to assist in the evaluation.

Purchasing did not receive any challenges regarding the RFP process and the selection process

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Landis & Gyr Selection

- Evaluation team did reference checks including:
  - College Station Texas
  - Tipmont EMC Indiana
  - Ottertail Power Minnesota
- Reference checks provided details on what worked well and what improvements are needed

The evaluation team selected the solution and vendor that provided the required functionality at the best value – not based on a given technology.

The evaluation team used scoring templates and other tools to assist in the evaluation.

Purchasing did not receive any challenges regarding the RFP process and the selection process

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Agreement

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Agreement Structure

- It is a single 15-year agreement based on the response which covers the supply, support, meter exchange, and all other requirements.
  - Includes the AMI network, CP, and MDMS
  - Offers a 5-year warranty on all equipment, including meters
  - Provides caps on annual fee and support escalations
  - Provides support (hardware and software) for 15 years
  - Provides a range of performance criteria
  - Requires reaching milestones before releasing payments on selected services
  - Details responsibilities for each party

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Agreement Structure

- Offers protection for obsolescence risks
  - Provides support (hardware and software) for 15 years
    - Addresses potential of stranded assets if vendor discontinues product line
  - Requirements developed to accommodate evolving needs
    - Meters support edge computing including advanced power quality monitoring
  - Commitment to support retail competition requirements
    - Landis and Gyr certified that the AMI System and MDMS provided under the Agreement are compliant with ERCOT requirements

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Budget

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Landis & Gyr Costs Through System Acceptance

- Two-year implementation
- Implementation conducted in two phases
  - Phase I – Initial System Acceptance Test (ISAT)
    - Deploy approximately 500 meters
    - Develop interfaces between billing and other systems
    - Conduct initial system acceptance testing
    - Complete Phase I within 9 months of contract execution
  - Phase II – Final System Acceptance Test (FSAT)
    - Complete exchange of all remaining meters
    - Conduct system acceptance testing
    - Complete Phase II within 24 months of contract execution (15 months after ISAT)

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Landis & Gyr Implementation Costs

Implementation costs	$8,815,000
Support costs through Phase II	716,000
Total Implementation costs	$9,531,000
Annual support costs	$622,000

Agreement includes 15-year support commitment from the date of Final System Acceptance Test

All annual maintenance fees, software license fees, and any hosting fees is fixed from the Effective date until two years from the acceptance of the ISAT. Starting in third year after acceptance of the ISAT, Landis and Gyr may adjust these annual fees no more than once every twelve (12) months by the lower of the Consumer Price Index (“CPI”) or five percent.

RECOMMENDATION

Staff is recommending and asking for your consent to move forward with the Electric AMI, CP, and MDMS project.

Thank You

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AMI System Master Agreement between City of Georgetown and Landis+Gyr Technology, Inc.

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1 AMI System Master Agreement

This AMI System Master Agreement ("Master Agreement" or "Agreement") for a turnkey delivery and installation of Advanced Metering Infrastructure (AMI) related products and services is entered into by and between the City of Georgetown, a Texas home-rule municipal corporation ("Purchaser") located at 808 Martin Luther King Jr Street, Georgetown, Texas and Landis+Gyr Technology, Inc. having a place of business at 30000 Mill Creek Avenue, Suite 100, Alpharetta, Georgia 30022 ("Supplier") (individually referred to as "Party" or collectively as "Parties"). This Agreement is effective as of the date of the last signature below ("the "Effective Date").

1.1 Recitals

A. Purchaser provides affordable electric utility services to residences and businesses in the City of Georgetown.

B. Purchaser desires to purchase and obtain from Supplier, and Supplier desires to provide to Purchaser a Turnkey AMI system that includes the design and supply of an integrated electric AMI system, installation of such AMI system, electric AMI Meter/Module exchange, training, street light control supply and installation, warehousing during implementation, disposal of removed electric Meters/Modules, network infrastructure installation, and associated maintenance services, all as more fully described below and in the attachments to this Master Agreement.

For and in consideration of the foregoing Recitals and the mutual promises, terms, and conditions set forth herein, Purchaser and Supplier agree as follows:

2 Terms and Conditions

2.1 Term and Termination

2.1.1 Term

This Agreement shall commence on the Effective Date and shall remain in effect for fifteen (15) years from the date of Final System Acceptance ("**Initial Term**"). Following the Initial Term, this Agreement automatically shall renew from year to year (each year, a "**Renewal Term,**" or together with the Initial Term, the "**Term**"), unless terminated as follows: (i) by either Party providing prior written notice to the other Party at least sixty (60) days before expiration of the Initial Term or a given Renewal Term; or (ii) in accordance with the termination provisions herein.

2.1.2 Termination for Purchaser's Convenience

Purchaser may terminate any Annual Service with or without cause, in whole or in part, at any time by providing one hundred eighty (180) days' advanced written notice to Supplier. If Purchaser terminates any Annual Service, Purchaser shall pay Supplier for any outstanding undisputed invoices and for all Annual Services provided through the date of termination. Purchaser's rights under the Attachment S-1 Maintenance, Support, and License Agreement, shall terminate upon

Purchaser's termination of Maintenance, Support, and License Agreement services or any other Annual Service.

2.1.3 Termination for Cause

Without limitation of its rights at law, in equity and/or hereunder, either Party shall be entitled to terminate this Agreement upon the occurrence of an "Event of Default" by the other Party ("**Defaulting Party**"), as defined herein. The Party that is entitled to terminate this Agreement shall be referred to as "Non-Defaulting Party". For purposes of this Agreement, each of the following shall constitute an event of default ("**Event of Default**") with respect to a Party.

(a) Failure by the Defaulting Party to make, when due, any undisputed payment required under this Agreement if such failure is not remedied within ten (10) Business Days after written notice of such failure is given by the other Party and provided the payment is not the subject of a good faith dispute.

(b) The Defaulting Party becomes Bankrupt. Bankrupt means that a Party or other entity (as applicable): (a) is dissolved (other than pursuant to a consolidation, amalgamation or merger); (b) becomes insolvent or is unable to pay its debts or fails (or admits in writing its inability) generally to pay its debts as they become due; (c) makes a general assignment, arrangement or composition with or for the benefit of its creditors; (d) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditor's rights, or a petition is presented for its winding-up, reorganization or liquidation, which proceeding or petition is not dismissed, stayed or vacated within twenty (20) business days thereafter; (e) commences a voluntary proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights; (f) seeks or consents to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all of its assets; (g) has a secured party take possession of all or substantially all of its assets, or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all of its assets; (h) causes or is subject to any event with respect to it, which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (a) to (g) inclusive; or (i) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

(c) Failure by the Defaulting Party to perform any material covenant set forth in this Agreement, including breach of warranties, (other than events specifically identified as a separate Event of Default under this section) and such failure is not caused by, related to or excused as provided herein, including as a result of a Force Majeure event, or such failure continues uncured for more than forty-five (45) days (or such time agreed upon in writing), after written notice to such Defaulting Party specifying the nature of such failure. It is understood and agreed by the Parties that Supplier's Life Expectancy obligations under Section 2.16 System Life Expectancy are material covenants.

(d) An unexcused delay or failure by the Supplier in the performance of its obligations. Purchaser may terminate this Agreement after providing forty-five (45) days' written notice if the Supplier fails to complete either the Phase I Initial Deployment and the ISAT

or the Phase II and the FSAT within the time herein agreed upon , after giving effect to extensions of time, if any, herein provided or affirmatively accepted in writing by Purchaser. For the avoidance of doubt, delays caused by Purchaser shall not constitute an Event of Default but shall entitle the Supplier to an equitable adjustment in the time and/or cost for performance.

(e) Any representation, certification, or warranty made by the Defaulting Party in this Agreement that is not true and complete in all material respects when made unless (i) the fact, circumstance or condition that is the subject of such representation or warranty is made true within forty-five (45) calendar days, or other time period agreed upon in writing, after written notice to such Party specifying the nature of such misrepresentation, and (ii) such cure removes any adverse effect on the other Party of such fact, circumstance or condition being otherwise than as first represented.

2.1.4 Effect of Termination

Prior to the effective termination of this Agreement, all of the terms and conditions and the respective rights and obligations of the Parties will remain completely valid and enforceable; provided however that, in the event Supplier terminates the Agreement for cause under Section 2.1.3 Termination for Cause then any deliveries of Equipment, Services and Annual Services to Purchaser which are scheduled to be made subsequent to the effective date of termination shall be cancelled and any product warranties or guarantees hereunder shall be terminated and of no further force and effect. In the event Purchaser terminates this Agreement for cause under Section 2.1.3 Termination for Cause, Supplier shall fulfill all outstanding obligations for which payment has been made, including any applicable Invoices, Purchase Orders, or Change Orders.

Upon receipt of a notice of termination of some or all of the System, Supplier shall discontinue the provisioning of the System and make every effort to cancel all subcontracts, orders and other agreements, or portions thereof that involve the terminated System, except licenses and other rights to use the Software components of the System, as provided below. If Purchaser specifically requests, Supplier shall attempt to transfer subcontracts to Purchaser'. Purchaser shall not be liable for any damage to any Subcontractor in case of termination.

If this Agreement is terminated, Purchaser shall be entitled to an extension of any license or right to use any of Supplier's proprietary software components of the System, on pricing terms essentially the same as under the Agreement if discretely set forth or the portion of Purchaser's payments under the Agreement which can be fairly designated as a payment for the use of such software, for a period of time up to twice the amount of time between the Effective Date of this Agreement and the date of Final System Acceptance. This extension is to facilitate transition to a new system and ensure continuity of utility service to residents in Purchaser's service territories. If software components of the System are third-party materials, then Supplier will, to the extent possible if not already assigned, assign any related agreement to Purchaser 'on Purchaser's request.

Supplier will also make every effort to preserve the terminated portion of the System regardless of location, assist with inventory of the terminated System, identify outstanding orders and subcontracts and transfer the System and title to the System to Purchaser. Purchaser may decline title to any portion of the System.

Except for payments for undisputed Invoices, Supplier shall not be entitled to damages resulting from termination of any Work or provisioning of the System, including loss of anticipated revenue

or costs such as idle personnel or equipment, or any other consequential damages.

If Supplier defaults in the performance of the Work, Purchaser may at its option and without prejudice to its rights under this Agreement, finish the Work by any method possible, including contracting with another supplier and Supplier shall be responsible for all of Purchaser's reasonable, direct and verifiable costs resulting from Supplier's default in excess of the original purchase price of the subject Work.

Such an election by Purchaser to complete the Work with another supplier or by other means than outlined in this Agreement shall not waive or modify Supplier's obligations or Purchaser's rights under this Agreement.

2.1.5 Remedies

Except as otherwise provided in this Agreement, the Non-Defaulting Party may pursue its damages against the Defaulting Party arising from such Event of Default. Except as otherwise provided in this Agreement, every right or remedy herein conferred upon or reserved to the Non-Defaulting Party shall be cumulative, shall be in addition to every right and remedy now or hereafter existing at law or in equity or by statute and the pursuit of any right or remedy shall not be construed as an election.

2.1.6 Duties Upon Termination

Upon receipt of a notice of termination, Supplier shall discontinue the Work and make every effort to cancel all subcontracts, orders and other agreements, or portions thereof that involve the terminated System.

2.1.7 Termination of Annual Services

Purchaser's termination of Annual Services shall not constitute a breach of this Agreement, provided however, such termination shall terminate Purchaser's rights hereunder as expressly provided in the Agreement (including but not limited to termination of the Attachments S-2 (Software as a Service) and S-3 (Support) and S-5 (Premium Support).

2.1.8 Termination for Non-Appropriation

This Agreement is a commitment of Purchaser's current revenues only. It is understood and agreed that the Purchaser shall have the right to terminate this Agreement at the end of any Purchaser fiscal year if the City Council of the City of Georgetown does not appropriate funds sufficient to purchase the services. Any termination under this Section will be considered as a termination for convenience under Section 2.1.2 Termination for Purchaser's Convenience.

2.2 Definitions

The terms listed below are defined as follows:

"Advanced Security" means a comprehensive cybersecurity framework that protects utility networks through individualized encryption keys, secure key storage and lifecycle management, and authenticated messaging.

"Agreement," "Agreement Documents," and "Master Agreement" means this Agreement, the Attachments listed in Section Conflict and Order of Precedence Purchase Orders and duly executed Change Orders, amendments, or modifications to this Agreement.

"AMI" or "Advanced Metering Infrastructure" means an advanced metering infrastructure, as further determined in this Master Agreement and all attachments hereto.

"AMI Module" means a device that collects or measures data from a meter and then transfers the data over the Supplier provided AMI System. The Supplier's AMI Module includes a Edge Intelligence Card (EIC) in the Revelo meter line.

"Annual Maintenance Fee" means, collectively, the annual fees and license fees relating to Cloud Software, Software, System Support, and Equipment maintenance and ongoing SaaS and Support Services including, but not limited to, those Services described in S-2 (SaaS) and S-3 (Support), and priced in Attachment B.

"Annual Services" means any maintenance, support, and Cloud Software, SaaS Services, Support Services or licensed Software services provided by Supplier on an annual basis for the ongoing operation of the System as described in Attachments S-2 (SaaS) and S-3 (Support).

"Attachments" means the attachments to the Agreement, as described in Section 2.48 Section Titles.

"Authorized Users" means any Purchaser employee, consultant, contractor or agent (a) who are authorized by Purchaser to access and use the SaaS Services under the rights granted to Purchaser under this Agreement; and (b) for whom access to the SaaS Services has been purchased hereunder.

"Available Meter Location" means a Meter/Module listed in the Propagation Study included in Attachment H that is accessible at a consumer's meter location and physically accessible by the installation crew.

"Business Day" means any day that is not a Saturday, Sunday or a United States federal holiday.

"Change Order" has the meaning ascribed to it in Section 2.12 Change Orders.

"Cloud Software" means cloud-based software to which Customer is provided access as part of the SaaS Service, including any updates or new versions.

"Collector or Network Gateway" means Supplier two-way radio collector that transmits data between the Meters/Modules and the designated data center.

"Command Center" or "Emerge" means the AMI System headend software.

"Confidential Information" has the meaning ascribed to it in Section 2.34 Confidential and Proprietary Information.

"Consultant" means Power System Engineering, Inc., acting as advisor, agent, and consultant to Purchaser on design, engineering, installation, and operational matters relating to this Agreement.

"Contracted Amount" means the net amount of all Purchase Orders and Change Orders that Purchaser will pay Supplier for the Work, subject to adjustment as provided in this Agreement.

"Cost" means the total amount Purchaser will pay Supplier for the Work, subject to adjustment as provided in this Agreement.

"Coverage Commitment" means, excluding non-reporting Meters, Modules, or Endpoints found to be in failure due to Purchaser-side problems not caused by and out of the control of Supplier (such as meter tampering, a damaged Meter or Endpoint, or a damaged transformer, or other Purchaser-related or non-AMI related problem), coverage over twenty-four (24) hours per day, seven (7) days a week, in all weather conditions that allows a read rate of:

a. Ninety-nine and nine tenths (99.9%) of the installed base of active Meter/Modules within the coverage area in accordance with the Final Network System Design and Plan to be read at any given point in time,

b. Over any rolling two (2) day period, all Meter/Modules will provide at least one (1) billing read during such rolling two (2) day period.

c. Over any rolling 10-day period 99.9 percent of all intervals for a given meter are obtained.

d. Receive a minimum of 98 percent daily reads from all Available Meter Locations by 8 AM local time.

"Coverage Commitment Term" means five (5) years from the date that ninety-five percent (95%) of the Endpoints required by this Agreement have achieved Network Association.

"DaaS" means Data as a Service provides a mirrored replica of the production database, hosted in a separate, secure environment. The database can be directly queried by the purchaser. DaaS is available as an option for the Emerge headend database and the MDMS database.

"Date for Any Action" means that in the event that any date on which any action is required to be taken hereunder by any of the Parties hereto is not a Business Day, such action shall be required to be taken on the next succeeding day which is a Business Day

"Delivery Date(s)" means (a) for Equipment, the date on which such Equipment is delivered in accordance with Section 2.33 Transportation and Risk of Loss; and (b) for Software, the earlier of the date on which Purchaser downloads the Software, or thirty days after Supplier makes the Software available to Purchaser for electronic download.

"Defaulting Party" has the meaning ascribed to it in Section 2.1.3 Termination for Cause.

"Dispute" means any dispute, controversy, difference or claim, arising under or in connection with this Agreement, including but not limited to disputes regarding this Agreement's formation, validity, binding effect, interpretation, performance, breach, or termination.

"Documentation" means any and all manuals, instructions, specifications and other documents and materials that Supplier provides or makes available to Purchaser in any medium and which describes the functionality, components, features or requirements of the Software or AMI solution, and/or the installation, configuration, integration, operation, use, support or maintenance thereof.

"Edge Intelligence Card" (EIC) is a headless single-board computer running the Linux operating system. It is embedded within the modem connected to the E360 meter and provides a flexible framework for utilities to run specialized applications that support advanced analytics, communications, and system integration. At its core, the EIC includes the AppOS development environment, which enables the deployment of custom applications directly to E360 meters, extending their functionality beyond standard metering operations.

"Effective Date" means the date that the last Party has executed the Agreement.

"Emerge" or "Command Center" means the AMI System headend software.

"Endpoint" means a sensory-type device, including, but not limited to, an electric meter, water meter, water meter/module, distribution automation (DA) device, and/or load control switch, that is equipped with an AMI module or cellular module as expressly set forth in Attachment B and on a Purchase Order. Endpoints include (a) a meter measuring the quantity of a commodity delivered, at a utility customer premises or at any other point within the distribution system, with respect to which the Cloud Software stores, processes, or makes accessible data specifically identified to that premises or distribution point for use in one or more of the utility operations the Cloud Software performs or supports; and (b) an unmetered supply point with respect to which the Cloud Software performs calculations of quantities of a commodity delivered in lieu of metering.

"Equipment" means any and all Network Equipment, Meters/Modules, Network Gateways, Endpoints, Routers, Streetlight Controllers, and/or hardware that Purchaser purchases from Supplier pursuant to this Agreement as expressly set forth in Attachment B and identified on a Purchase Order.

"Equipment Warranty Period" means the five (5) years from the Delivery Date of the Equipment.

"Event of Default" has the meaning ascribed to it in Section 2.1.3 Termination for Cause.

"Field Tools" means Supplier proprietary tools to be used in the field, including but not limited to software and handheld devices.

"Final Network System Design and Plan" means the detailed system design and associated project plan developed and finalized by Supplier, in consultation with the Purchaser and applicable third parties, as required, upon commencement of the Work.

"Final Punch List" means the mutually developed list (see Section 2.21 System Configuration) after Supplier has completed any required network optimization and conducting the final FSAT test described in Section 2.21 .

"Final System Acceptance" means that Purchaser has accepted the Work provided by Supplier after both parties have mutually performed a Final System Acceptance Test ("FSAT"), Supplier has corrected all Final Punch List items, and Purchaser has determined the System is operating in

a satisfactory manner as measured against the FSAT criteria set forth in Attachment E (E1 to E3), the specifications set forth in Attachment A, and the other terms and conditions of this Agreement.

"Firmware" means Software embedded in and provided with the Equipment.

"First Article Meter" means at least two Meter/Modules for each meter form that is programmed and configured by the mutually agreed programing and nameplate options. The First Article meters are provided by the Supplier for Purchaser approval prior to shipment of meters for ISAT or FSAT deployment.

"Force Majeure" has the meaning ascribed to it in Section 2.44 Force Majeure.

"Gateway" see Network Gateway.

"Gridstream Integration Suite" means the Landis+Gyr established library of file-based, CIM/MultiSpeak, and common APIs to simplify current and future data sharing needs with the most common utility enterprise applications.

"Gridstream Mobile Radio" is a Field Tool device that enables communication with RF devices. The device uses the standard USB-C serial cable to a laptop/tablet with TechStudio installed.

"Implementation Punch List" means the mutually developed list of clean-up activities or issues developed during installation of the System.

"Initial Deployment Area" means the area of initial deployment involving approximately 500 total Endpoints. The Parties shall mutually agree in writing to define the Initial Deployment Area and make corresponding changes to the Purchase Order for Phase I based upon the unit prices in Attachment B.

"Initial System Acceptance" means the Purchaser has accepted the Work provided by Supplier on a preliminary, nonbinding basis, after Purchaser and Supplier have jointly performed an Initial System Acceptance Test ("ISAT") with results satisfactory to Purchaser as measured against the ISAT criteria set forth in Attachment D-1.

"Initial Term" has the meaning ascribed to it in Section 2.1.1 Term.

"Interfaces" means Suppliers file transfer communications interfaces and data feeds mechanisms between the Supplier systems and the Purchasers' systems which are developed, operated, owned and maintained by Supplier pursuant to this Agreement including, as applicable, any configuration and customization required to meet the requirements of this Agreement, but excluding ownership of any customization that constitutes a component or derivative of Purchasers' systems.

"IoT Gateway" means a common interface for external applications and Emerge. The primary aim of the IoT Gateway is to allow an IoT system to communicate with IoT network field devices as they are connected to Emerge. IoT Gateway is a Windows service that accepts client connections based on well-established IoT protocols and encapsulates all traffic to and from IoT field devices to take place through Emerge using the Integration Suite IEC CIM 2nd Edition web API interface,

"Legal Notice" has the meaning ascribed to it in Section 2.42 Legal Notices.

"Major Failure" has the meaning ascribed to it in Section 2.22 Major Endpoint Failure.

"MDMS" means Meter Data Management System.

"Meter/Module" means a device that measures the supply of electricity comprised of a meter and an AMI Module or cellular module and provided by Purchaser and installed at an Available Meter Location. For electric meters, Purchaser will provide Supplier with a Purchase Order for an integrated Meter/Module (single part number) that will be supplied by Supplier.

"Meter Exchange Warranty Period" has the meaning set forth in 2.24.

"Meter Table" means the data collected or measured by the electric meter and is available for transfer to the AMI Module.

"Network Association" means the point in time that a given Endpoint establishes operable, ongoing two-way transmission/reception radio communication with its Network Gateway and is exchanging data/information with Purchaser's data center/office via the Supplier's software system on a regular basis (99.5%, 24 hours per day, 7 days per week).

"Network Association Time" means the time it takes for an Endpoint to establish its initial Network Association and registration.

"Network Coverage Requirement" means that the System shall cover 100 percent of Purchaser's Endpoints installed pursuant to this Agreement.

"Network Equipment" means the Network Gateways and radios that are in these devices for radio frequency (RF) that are provided by Supplier to Purchaser under this Agreement. The term does not include the System backhaul, the network operations center, any system Equipment that is not located in Purchaser Territory, or any aspect or component of the System components that is not provided by Supplier.

"Network Gateway" means Supplier two-way radio collector that transmits data between the Meters/Modules and the designated data center. Also referred to as a Collector in this Agreement.

"Network Loading Requirement" means that under normal operating conditions no network element (Network Gateway, gateway, base station, other) is loaded to no more that 30 percent of its capacity (traffic throughput) for the System as quoted and deployed to meet all requirements in this Agreement.

"Network Performance Commitment" means the collective requirements listed in Section 2.20 Coverage and Network Performance Commitments including the Coverage Commitment, Network Coverage Requirement, Network Loading Requirement, Network Reconnection Time, Read Success Rate, On-Request Read Response, and Remote Connect/Disconnect Time.

"Network Reconnection Time" means the time it takes for a given Endpoint to reconnect to a Network Gateway after a period of network stress caused by events such as power outages, loss of communications at the Network Gateway or Endpoint, resulting in no connection or

communication or transmit and receiving of data or information. Once the stress (outage, communication issue, etc.) is removed from the local area network, 95% of all installed electric Meter/Modules that were available prior to the event shall reconnect within 120 minutes assuming the stress was less than 8 hours in duration.

"Network Operations Center" means the service or function provided by Supplier to monitor and troubleshoot the SaaS services

"On-Request Read Response" means that a single meter provides a response in less than fifteen (15) seconds from the time the request is received at the AMI headend to the time the AMI headend sends the meter read to the requesting system (AMI, MDMS, Customer Portal, or other like requesting systems). For a requested read for up to 100 meters, system shall return read rate of 99% within 30 seconds.

"Person" means an individual and any legal entity, including, but not limited to, any corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust or association.

"Phase I" has the meaning ascribed to it in Section

Initial System Acceptance Test (ISAT) 2.27.

"Phase II" has the meaning ascribed to it in Section 2.27 Final System Acceptance Test (FSAT).

"PKlass" means Public Key Infrastructure as a Service software.

"Premium Support" means the service provided by Landis+Gyr, subject to the terms of the Agreement herein, including the following: troubleshooting, risk assessments, configuration adjustments, escalation management, firmware upgrade assistance, delivery of updated documentation, operational review meetings, and planning for system enhancements.

"Pricing Schedule" means the pricing for Equipment, Licensed Software, and Services, as set forth in Attachment B.

"Project Manager" means the designated representative authorized to act on behalf of the Supplier (in the case of the "Supplier's Project Manager") or Purchaser (in the case of "Purchaser's Project Manager") on matters relating to this Agreement. As a representative of Purchaser, the Purchaser's Project Manager would be acting only on Purchaser's behalf and has no responsibility to Supplier to direct, oversee, or supervise any of the Work to be performed and delivered by Supplier under this Agreement.

"Purchase Order" has the meaning ascribed to it in Section 2.19.2 Purchase Orders.

"Purchaser" means the City of Georgetown, Texas.

"Purchaser's Office Locations" means, collectively, the office locations listed below:

City of Georgetown
Georgetown Utility Systems
300-1 Industrial Ave.
Georgetown, TX 78626

Purchaser may, at any time, change the location of either office for purposes of this Agreement by giving Supplier written notice of the change.

"Read Success Rate" means the read performance metrics defined in "Coverage Commitment".

"Renewal Term" has the meaning ascribed to it in Section 2.1.1 Term.

"Remote Connect/Disconnect Time" means the individual Meter/Modules with remote connect/disconnect capability shall perform a remote disconnect request with no major system events (such as a major power outage) occurring during this duration. Reconnect functionality will be same. For any reconnect and disconnect the return time to complete either action and update the state or status will be within 15 seconds or less. These actions will occur at a success rate of 99.5% 24 hours a day, 7 days per week.

"Representatives" means a party's employees, officers, directors, consultants, legal advisors and, with respect to Supplier, Supplier's subcontractors, and, with respect to Purchaser, solely those of Purchaser's independent contractors or service providers that are Authorized Users.

"Router" means a Supplier two-way radio device that transmits data between the Meters/Modules, other Routers, and Network Gateways.

"SaaS" means Software as a Service.

"SaaS Services" are the third-party hosted Cloud Software services as described in Attachment S-2 (SaaS).

"Security Incident" is an event that may indicate that an organization's systems, networks, or data have been compromised or that measures put in place to protect them have failed. With respect to the information technology space, an event is anything that has significance for system hardware or software and an incident is an event that disrupts normal operations. Items included, but not limited to: malware infection, distributed denial of service attacks, unauthorized access, insider breaches, destructive attacks, unauthorized privilege escalation, loss or theft of equipment.

"Services" means project management services, training, project delivery services, commissioning services, and/or other services described in this Agreement. Services do not include any "software as a service", SaaS Services or hosted services, including any services provided pursuant to Attachment S-2 (Saas).

"Smart Community Center" means the Cloud Software solution for streetlight controllers.

"Software" means computer applications and programs in any form including Field Tools, in any form that Customer licenses from Landis+Gyr. "Software" does not include any "software as a service" or hosted services, including any applications or programs to which access is provided pursuant to Attachment S-2 (SaaS).

"Specifications" means all requirements for the System and any component, Licensed Software, or Equipment required to complete, implement, and operate the System as set forth in the Agreement Documents. Specifications will assume and require the installation, maintenance and operation of such Equipment in accordance with the Standards.

"Standards" means the applicable industry standards, as updated from time to time, reasonably necessary for the proper installation, maintenance and operation of Equipment, as provided or identified in writing by Supplier to Provider.

"Standards of Performance" means that all Services provided under the Agreement, whether by Supplier or its Subcontractors, unless limited by the express warranties herein, shall conform to the standards set forth in the Agreement and to the industry standard of care and practice exercised by professionals engaged in performing comparable services, in the same or similar location under the same or similar circumstances. The personnel furnishing such services shall be qualified and competent to perform the services assigned to them in accordance with the Agreement; and the work of such personnel shall reflect such standards of performance and practice normally provided by professionals performing comparable services in the same or similar location under the same or similar circumstances and shall be performed in a competent and efficient manner.

"Streetlight Controller" means the hardware that controls luminares and may also serve as a Router.

"Subcontractor" refers to a Person, Persons, partnership, association, company, or corporation engaged by Supplier to furnish any portion of the Work, as defined herein, to Supplier.

"Supplier Materials" or "Landis+Gyr Materials" means all devices, documents, data, know-how, methods, processes, software and other inventions, works, technologies and materials, including any and all Cloud Software, Documentation, computer hardware, programs, reports and specifications, client software and deliverables provided or made available to Purchaser in connection with Supplier's performance of the Services or SaaS Services, in each case developed or acquired by Supplier independently of this Agreement. For the avoidance of doubt, Landis+Gyr Materials or Supplier Materials include Aggregated Statistics and any information, data, or other content derived from Supplier's monitoring of Purchaser's access to or use of the SaaS Services, but do not include Customer Data.

"System" or "AMI System" means a turnkey AMI system (integrated and installed) that receives and transmits data/information from Endpoints for electric services to Purchaser's Office Locations, which system is comprised of Equipment, Firmware, Field Tools, Software, and any other components including, but not limited to, Network Gateways, Endpoints, Meters/Modules, Network Equipment, and routers, whether or not fully detailed on drawings (if any) or listed in detail in this Agreement. Includes the MDMS, customer portal, and the streetlight controls.

"System Documentation" has the meaning ascribed to it in Section 2.17 Deployment Plan and Commencement of Work.

"Supplier" refers to Landis+Gyr Technology, Inc including Purchaser approved Supplier Subcontractors.

"Tech Studio" means the Software used in the field for configuring and troubleshooting Meters and Network Equipment.

"Territory" means the Purchaser's service territory.

"Third-Party Product" means any products, software, materials, information or services that are manufactured, provided and/or licensed by, or otherwise proprietary to, a Person or entity other than Meter/Modules.

"Take-Out Point" means the location at the end of Supplier's AMI System.

"Turnkey" means Supplier supplies and installs a complete and ready to operate AMI System (through completion of the FSAT) that meets requirements specified in this Agreement with assistance from Purchaser as specified in this Agreement.

"Updates" means releases of the licensed Software that constitute a minor improvement in functionality.

"Upgrades" means releases of the licensed or Cloud Software which constitute a significant improvement in functionality or architecture of the licensed or Cloud Software.

"Virtual Meter" means the ability to aggregate energy consumption data from Purchaser selected meters for billing, loading, or other purpose.

"Work" includes all Services, SaaS Services, Equipment, and Licensed Software as set forth in this Agreement to be provided by Supplier and as set forth on a Purchase Order, as applicable.

2.3 System Provided, Project Manager, and Project Phases

Supplier shall provide Purchaser with a System pursuant to the terms and conditions of this Agreement, which shall include, but not be limited to, installation and programming of Equipment, project management, lead interface development, warehousing and inventory management for new Meters/Modules, warehousing and inventory management of removed Meters/Modules for 90 days from the date of exchange, system training, collection of removed electric Meters/Modules and disposal of removed Meters/Modules, and support as detailed in this Agreement.

Until Final System Acceptance, Supplier shall designate and maintain a competent Project Manager authorized to act on Supplier's behalf. A competent Project Manager means an individual with at least 5 years of progressive project management experience, including experience leading complex utility technology programs and successful delivery of at least two comparable AMI programs spanning field deployment, head-end or MDMS, and enterprise systems integration, and who holds a current PMP or equivalent certification or demonstrably equivalent experience and training. Supplier shall give Purchaser reasonable advance notice of any Project Manager assignment or change and, upon request, reasonable documentary evidence of the individual's qualifications. Supplier's obligation to maintain a competent Project Manager is a continuing, material obligation of Supplier under this Agreement until Final System Acceptance.

If Purchaser reasonably determines that the Project Manager no longer satisfies the qualifications set forth in this Section or is otherwise failing to perform adequately, Purchaser may give Supplier written notice describing the deficiencies. Supplier shall promptly investigate and, within twenty

(20) Business Days after such notice (or such other period as the parties agree in writing), either cure the deficiencies to Purchaser's reasonable satisfaction or replace the Project Manager. Supplier shall remove the Project Manager immediately upon substantiating criminal conduct, a threat to the security of Purchaser's personnel, facilities, systems, or data, or unethical conduct materially affecting performance under this Agreement. Any replacement shall meet the qualifications set forth above, and Supplier shall manage the transition so as to avoid material degradation in Project performance, in each case at Supplier's sole cost and expense.

Supplier's failure to maintain a competent Project Manager, or to cure or replace within the period stated above, constitutes a material breach of this Agreement, and Purchaser may exercise any remedy available under Section 2.1 (Term and Termination) or otherwise at law or in equity. Purchaser's rights under this Section are cumulative and without prejudice to its other rights and remedies.

Notwithstanding the foregoing, Supplier retains sole discretion over the identity and selection of the individual serving as Project Manager, including any replacement, provided that such discretion does not relieve Supplier of, or excuse Supplier's performance of, its obligations under this Section. Nothing in this Section creates an employment or agency relationship between Purchaser and any Supplier personnel.

The Project Manager shall serve as Supplier's primary point of contact with Purchaser and its agents throughout the Term. Written notice from Purchaser to the Project Manager regarding defective Work or instructions relating to the performance of the Work shall be deemed notice to Supplier.

The Purchaser will employ Consultant to advise Purchaser regarding this Agreement, the System, and the Work. As a representative of Purchaser, the Consultant is acting only on Purchaser's behalf and has no responsibility to Supplier to direct, oversee, or supervise any of the Work to be performed and delivered by Supplier under this Agreement. Further, Consultant does not have authority to bind Purchaser in any respect.

Phase I of the Work (initial deployment area) shall start immediately after this Agreement is fully executed. Phase II of the Work (mass Meter/Module exchange) shall not start until Purchaser accepts the ISAT and all software Interfaces and databases provided by Supplier to Purchaser as outlined in Attachment F-1, Attachment F-2, and Attachment F-3 have been accepted by Purchaser.

2.4 Contracted Amount

Purchaser shall compensate Supplier for the Work provided pursuant to this Agreement as set forth in Attachment B, Pricing Schedule and Bill of Material, and as otherwise described herein. The Contracted Amount will vary on options selected, rollout schedule, and other factors.

All annual maintenance fees, software license fees, and any hosting fees shall be fixed from the Effective date until two years from the acceptance of the ISAT. Starting in third year after acceptance of the ISAT, Supplier may adjust these annual fees no more than once every twelve (12) months by the lower of the Consumer Price Index ("CPI") or five percent. The CPI will be obtained from U.S. Bureau of Labor Statistics (www.bls.gov/cpi) and is designated as of the June-to-June twelve-month percentage change to the CPI – Urban Consumers, All Cities Average, All Items ("CPI-U"). The pricing after any CPI increase, however, must not exceed Supplier's best

price provided to any other customer of Supplier or the not-to-exceed amount as provided in this Agreement.

Material pricing for all Purchase Orders issued within 24 months of the Effective Date shall be fixed per Attachment B. This includes all material listed in Attachment B and any additional material ordered by Purchaser for spares or system expansion. Starting in year 3, Supplier may adjust these annual fees no more than once every twelve (12) months by an amount not to exceed the Consumer Price Index ("CPI"). The CPI will be obtained from U.S. Bureau of Labor Statistics (www.bls.gov/cpi) and is designated as of the June-to-June twelve-month percentage change to the CPI – Urban Consumers, All Cities Average, All Items ("CPI-U"). The pricing after any CPI increase, however, must not exceed Supplier's best price provided to any other customer of Supplier.

For Equipment only, Supplier may, from time-to-time, issue surcharges on new Purchase Orders to mitigate and/or recover increased operating costs arising from or related to, without limitation: (a) foreign currency exchange variation; (b) increased cost of third-party content, labor and materials; (c) impact of duties, tariffs, and other government actions; and (d) any other circumstance outside of Supplier's reasonable control that increase Supplier's cost for any particular piece of Equipment ("Economic Surcharges"). Supplier will Invoice Purchaser through a revised or separate Invoice, and Purchaser agrees to pay for the Economic Surcharges pursuant to the payment terms herein. Further, Supplier shall use commercially reasonable efforts to source Equipment from alternative providers to avoid or eliminate Economic Surcharges and, in all cases, Supplier shall reduce or eliminate an Economic Surcharge when the condition that created such surcharge abates to any extent or ceases to exist.

For Purchase Orders issued within 12 months of the Effective Date the above surcharges do not apply.

If an Economic Surcharge is issued, Supplier shall provide Purchaser a detailed explanation and supporting documents (Invoices and other) which detail the basis of the surcharge and allow Purchaser or a third party acting as the Purchaser's agent to inspect Supplier's documents arising from or relating to Economic Surcharges. If Supplier believes that any of such information is proprietary, then a limited non-disclosure agreement may be agreed to by Supplier and Purchaser for the purpose of reviewing such documents.

Supplier shall keep, in accordance with generally accepted accounting principles, complete and accurate supporting documentation for charges for reimbursable costs, hourly or unit-priced Work, purchases of Equipment, parts, or components, or other non-fixed price/lump sum charges, including time records, invoices, expense receipts and other supporting data or documents that are specifically identified and designated for preservation in writing by the parties ("Records"). Records shall be maintained and preserved as required by Supplier's record retention schedule for a minimum of 3 years from Purchaser's payment of the charges. Purchaser, or its authorized representative if approved in writing by Supplier, shall have the right, at a mutually agreed time and place, to examine the Records at Supplier's facility during normal business hours at Purchaser's sole cost and expense, except for any records which Supplier considers proprietary and/or confidential, unless Purchaser or Purchaser's agent signs a limited non-disclosure agreement reasonably acceptable to the Supplier.

2.5 Taxes

Except as provided below, Supplier and its Subcontractors shall include sales tax on taxable sales that are made to Purchaser during the term of this Agreement. Purchaser is a governmental entity entitled to use tax exempt purchasing in certain instances to avoid paying sales tax. When requested by Purchaser, Supplier and Purchaser will enter a purchasing agent agreement or other agreement in a form provided by Purchaser to facilitate such tax-exempt purchasing. In all cases, Purchaser shall receive the entire benefit of any tax-exempt purchasing and the cost of the System and Work to Purchaser shall be reduced by any savings achieved through tax-exempt purchasing.

Purchaser will provide Supplier with a current and valid tax exemption certificate or other valid proof of Purchaser's tax exemption status as of the Effective Date and if requested by Supplier Purchaser shall provide updated verification during the Term of this Agreement.

2.6 General Scope of AMI System

Supplier shall provide Purchaser with a System that achieves AMI access to all of Purchaser's Endpoints within Purchaser's Territory based on the information provided by Purchaser at the time of the Supplier's response to the request for proposal and based on the Attachments, Exhibits, and other like documents. This Agreement does not confer on Supplier an exclusive right to provide AMI equipment or services to Purchaser. Purchaser intends to use the System provided by Supplier as its primary AMI service, and the Agreement contemplates that Supplier will provide a complete, integrated system that serves all the functions described in the Agreement for the Term of the Agreement. Purchaser, however, reserves the right, in its sole discretion and without notice to Supplier, to use any other third-party provider of AMI equipment and services and to supplement, complement, or replace the System provided by Supplier, in whole or in part, at any time without prejudice to its rights and obligations under this Agreement and without changing the obligations of Supplier.

The responsibilities of Supplier and the functionality of the System shall also be comprised of all commitments made in this Agreement, including but not limited to, electric meter exchange, warehousing during implementation, removed electric meter disposal, professional services (project management, coordination and system acceptance testing) and associated annual support and maintenance services, the requirements in Attachment A, the responsibilities in Attachment G, and all Equipment including product specifications attached to this Agreement.

2.7 Entire Agreement

This Agreement, when fully executed by both Supplier and Purchaser, shall be deemed to constitute the entire Agreement between the Parties and shall supersede all other previous and contemporaneous understandings, commitments or representations, whether oral or written, and all subsequent oral agreements concerning the subject matter hereof. Neither Supplier nor Purchaser shall claim any modification resulting from any representation or promise made at any time, by an officer, employee, agent, or consultant of the other Party. Each Party acknowledges that the other Party has not made any representations other than those that are contained herein. None of the terms and conditions contained in this Agreement may be added to, modified,

superseded, or otherwise altered, except in writing duly signed by authorized representatives of both Parties.

2.8 General Statement of Responsibility of Supplier

Supplier shall perform the Work in accordance with the terms of this Agreement. Such obligation of Supplier shall be deemed to carry with it the obligation to incur all items of necessary expense to perform the Work. If Supplier desires to change the installation subcontractor used to perform any portion of the Work, Supplier shall first obtain Purchaser's approval which approval shall not be unreasonably withheld.

Supplier shall have complete and undivided responsibility for complying with the Agreement, including sole discretion for the means by which the Work is to be performed. Notwithstanding the foregoing, Supplier shall remain primarily responsible for completion of the Work, provision of the System and performance of the Subcontractors. Supplier shall ensure that all approved Subcontractors comply with the terms and conditions of this Agreement.

2.9 Independent Contractor

The relationship between Purchaser and Supplier shall be that of contracting party to independent contractor. Accordingly, subject to the specific terms of the Agreement, neither Party shall have any general right to prescribe the means by which the other Party shall meet its obligations under the Agreement. This Agreement is not intended to create, nor shall it be construed to create any partnership, joint venture, employment or agency relationship between Supplier and Purchaser, nor shall either Party have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party. No Party shall be liable for the payment or performance of any debts, obligations, or liabilities of the other Party, unless expressly assumed in writing herein or otherwise. Each Party retains full control over the employment, direction, compensation, and discharge of its employees, and will be solely responsible for all compensation of such employees, including social security, withholding and worker's compensation responsibilities.

2.10 Purchaser Review and Approval of Design

Unless otherwise agreed to by express written statement in the Agreement, Purchaser's review and/or approval of the specifications, drawings, and related documents developed by Supplier in response to the Request for Proposal for the AMI System issued by Purchaser or pursuant to this Agreement shall not relieve or diminish Supplier's responsibility under this Agreement for the professional quality, technical accuracy, and completeness of those documents.

2.11 Supplier Representations

In order to induce Purchaser to enter into this Agreement, Supplier makes the following representations and warranties:

A. Supplier has examined and carefully studied this Agreement, including all attachments hereto and information provided by Purchaser;

B. Supplier has used commercially reasonable efforts to fully acquaint itself with the site, including without limitation, design, availability of materials, existing facilities, general topography, accessibility, and other conditions pertaining to this Agreement and made all reasonable investigations essential to a full understanding of the difficulties which may be encountered in performing the Work and providing the System, and Supplier assumes full and complete responsibility for any such conditions pertaining to this Agreement, the performance site of the Agreement or its surroundings and all risks in connection therewith;

C. Supplier is fully qualified to complete the Work and supply the Equipment in accordance with the terms of this Agreement within the time specified, time being of the essence;

D. Supplier, its employees, agents and any Subcontractors have and shall maintain at all pertinent times all licenses, permits, qualifications, and approvals that are legally required to practice their respective professions and to complete the Work in accordance with the terms of this Agreement; Supplier will further ensure that any Subcontractor subsequently engaged by Supplier to perform any Work will be fully licensed, permitted, qualified, and have all legal approvals required to perform its profession or complete the Work at the time of performance;

E. Supplier is familiar with, is in compliance with, and shall perform all of its obligations hereunder in compliance with all federal, state, and local statutes, laws, rules, and regulations including but not limited to OSHA, NEC, and NESC, regulations that may affect cost, progress, and performance of the Work; and

There are no complaints, claims, suits, actions, mediations, arbitrations or proceedings or investigations pending or, to the knowledge of Supplier, threatened against or affecting Supplier that would, if adversely determined, have a material adverse effect on Supplier's ability to perform its obligations hereunder, or on the validity or enforceability of this Agreement. If any of the above representations or warranties is found to be untrue at any time, Supplier shall be deemed in material default of this Agreement.

2.12 Change Orders

Changes to the System, the Work, the Equipment to be supplied, the sums to be paid, or the time permitted for performance of Supplier's obligations under this Agreement can only be made by a written Change Order signed by duly authorized Representatives of both Purchaser and Supplier following the procedure and requirements described below ("Change Order"). No other verbal or written communication or action or failure to act on the part of Purchaser or any of Purchaser's Representatives including its consultants, can substitute for a written Change Order signed by a duly authorized representative of Purchaser.

Each Change Order shall identify all affected items in the Agreement including technical matters (i.e., functions, performance, reliability, etc.), cost, schedule, process, and all other factors affected. Only items specifically identified in a written Change Order as modified are affected.

Purchaser may request a change by providing a written Change Order as described above to Supplier as a Legal Notice under this Agreement or as the Parties may otherwise agree in advance

and in writing. Supplier agrees it will make all reasonable efforts to meet the request for a change and shall promptly respond regarding its ability to meet the request.

Supplier may request a change by providing a written Change Order as described above to Purchaser as a Legal Notice under this Agreement or as the Parties may otherwise agree in advance and in writing. Supplier must secure prior Purchaser approval for all Change Orders. Purchaser shall respond within ten (10) business days to either accept or deny the Change Order as written, provided that if no response is made, Purchaser's silence shall be deemed a denial of the Change Order.

If the terms of a Change Order are agreed to, the requesting Party shall provide two executed originals to the other Party for signature. The Party accepting the request shall sign both originals and return one fully executed original to the requesting Party.

When invoicing for Change Order items, Supplier shall reference the Change Order and itemize it separately.

2.13 Right to Use System Not Yet Accepted

At all times prior to the Final System Acceptance Purchaser shall have the right to use the System as installed. Use of the System prior to the Final System Acceptance shall not result in any waiver of any Purchaser rights under this Agreement and shall not be deemed acceptance of the System. This use of the System prior to acceptance is intended to ensure continued availability of utility services to residents in Purchaser's service territories and to assist Supplier and Purchaser in evaluating the System functionality in advance of Final System Acceptance Following Initial Acceptance, Purchaser may use any of the System prior to Final System Acceptance for any related purpose specified by the Purchaser.

2.14 Right to Use Accepted System

Upon Final System Acceptance, Purchaser shall have the right to use, modify, and adapt the System in any manner it desires if such use, modification, or adaption does not violate the terms and conditions of this Agreement. Supplier shall not be responsible for any effects to the performance of the System or Work caused by non-standard use, modification or adaptations of the System.

2.15 Warranties and Commitments and Coverage

Notwithstanding the acceptance of the System by Purchaser or the provision of any certificate with respect to delivery or acceptance of the System, the following warranties shall apply:

A. Equipment Warranty. During the Equipment Warranty Period (see definition), Supplier warrants that the Equipment furnished to Purchaser under this Agreement and all components thereof will comply with the Specifications and will be: (1) of new manufacture upon delivery, (2) free from defects in design, workmanship and materials, (3) conveyed to Purchaser with good and merchantable title, free and clear of all security interests, liens, encumbrances or claims of Subcontractors and third party suppliers, and (4) fully tested in accordance with the Specifications and conform to manufacturer specifications. This warranty does not cover Equipment in poor operating condition due to:

(a) changes made to the Equipment by Purchaser or a third-party (other than a Subcontractor, successor, or assignee of Supplier) without Supplier's prior consent; (b) use with third party software, hardware or firmware that Supplier has not provided to Purchaser or approved in writing for use with the Equipment; (c) Misuse, abuse, negligence, or failure to install, test, handle or operate the Equipment in accordance with its specifications by Purchaser or a third-party (other than a Subcontractor, successor, or assignee of Supplier); or (d) a Force Majeure event. Supplier will repair Equipment damaged by any of the foregoing items (a) to (d) above only upon Purchaser's payment of costs to repair or replace such damaged Equipment.

B. Services Warranty Supplier warrants that all Services furnished to Purchaser under the Agreement will comply with the Standards of Performance and shall conform in all material respects to the Agreement Documents. During the Services Warranty Period, Supplier promptly shall re-perform all non-conforming Services in a manner consistent with this warranty. For Services during project implementation, the Services Warranty Period shall be ninety (90) days from the date of Final System Acceptance. For Services provided after Final System Acceptance, the Services Warranty Period shall be ninety (90) days from the completion of such Services, unless otherwise expressly agreed by the Parties in writing

C. Reserved.

D. Intellectual Property (IP) Warranty. Supplier warrants that the sale, use, or incorporation into Equipment or other manufactured products of all machines, parts, components, services, devices, material and rights furnished or licensed hereunder which are not of Purchaser's design, direction, composition or manufacture shall be free from any patent, copyright, trademark, or other proprietary rights for the payment of any license fee or royalty to others by Purchaser. Supplier shall be liable for, defend and save Purchaser harmless from any loss, damage, or expense whatsoever that Purchaser may suffer from Supplier's breach of any of these warranties in accordance with Section 2.32 Indemnification of this Agreement.

E. Compliance with Laws. Supplier warrants that the Work and the Equipment, upon delivery and when operated in accordance with manufacturer specifications, will comply with and will have been produced, processed, delivered, and sold in conformity with all applicable federal, state, and local laws and administrative regulations and orders.

F. Manufacturer Warranties. Upon Final System Acceptance, in addition to any other warranties provided in this Agreement, Supplier shall assign any third-party warranties associated with the Equipment or Software to Purchaser. To the extent any such warranty exists but cannot be assigned, Supplier shall help Purchaser enforce such warranty upon Purchaser's request and at no additional cost to Purchaser.

If any warranty herein is breached regarding Equipment, Supplier shall promptly repair or replace the Equipment at Supplier's sole cost and expense including, but not limited to, correction of cause of defect and return shipping to one of Purchaser's Offices. The decision whether to repair or replace will be made by Supplier and the repair or replacement will be scheduled consistent with Purchaser's operating requirements so as to minimize loss of production or use of the Equipment

or of any plant or equipment of which the Equipment is a part. Repaired or replaced Equipment must be made from new parts.

All warranties for any repaired or replaced Equipment (excepting that for Meters/Modules, which is separately addressed above) will be six (6) months from the date of re-delivery of the repaired or replaced Equipment, or for the duration of the remaining Equipment warranty period, whichever is longer.

If any warranty herein is breached regarding Work, Supplier shall promptly correct the defective work, at Suppliers sole cost and expense, to Purchaser's reasonable satisfaction.

All warranty rights are cumulative, and Purchaser may enforce any or all of them. Further, enforcement of any warranty shall not waive any other warranty, prevent Purchaser from enforcing another warranty at a later date, or prevent Purchaser from seeking any remedy available at law or in equity.

2.16 System Life Expectancy

Subject to Section 2.16.1, Supplier represents and warrants that the Work, System, and all Equipment (or its successor or its compatible substitution) purchased from Supplier shall be supported for a minimum of fifteen (15) years from the date of Final System Acceptance, said period being the "Life Expectancy." During the Life Expectancy, Supplier shall provide for purchase equipment and services that are compatible and functionally equivalent with the Equipment and Work purchased under this Agreement.

Supplier recognizes and acknowledges that if Supplier fails to meet its obligations under this Agreement regarding System Life Expectancy as specified above, Purchaser will incur substantial damages, including stranding the AMI investment made under this Agreement. Failure to provide System support pursuant to Section 2.16 (System Life Expectancy) shall constitute a material breach of this Agreement.

Nothing in Section 2.16 shall be construed as meaning that any applicable Warranty Period in this Agreement shall be extended beyond the warranty period ascribed to it under this Agreement to fifteen (15) years, unless expressly stated.

2.16.1 System Life Expectancy Conditions

The Work, System, and AMI equipment shall be considered supported if, for the Life Expectancy of the System starting from the date of Final System Acceptance.

1. After the first five (5) years following Final System Acceptance, the Supplier shall take commercially reasonable steps to make available for purchase maintenance service, additional equipment for all Equipment purchased under this Agreement, and corrections for any software purchased or licensed for the life expectancy of the System.

2. In the event the Equipment is no longer manufactured, Supplier shall offer functionally equivalent and backwards compatible next generation products that do not require

replacement of any Endpoints, Meters/Modules, repeaters, or routers to function in accordance with the Agreement Documents.

2.16.2 End of Support; End of Life; Life Expectancy

The Parties acknowledge and agree that any End of Support ("EOS") and End of Life ("EOL") provisions set forth in attachments to this Agreement shall be read and applied in conjunction with the Life Expectancy provision set forth in the MSA. In the event Supplier designates any software provided under this Agreement as EOS or EOL during the applicable Life Expectancy period, Supplier shall provide the City of Georgetown with notice of such designation and shall make available to the City, for purchase, a compatible version of the applicable software in accordance with the Life Expectancy provision. For the avoidance of doubt, designation of any software as EOS or EOL shall not limit, supersede, or otherwise relieve Supplier of its obligations under the Life Expectancy provision.

2.17 Deployment Plan and Commencement of Work

The project will be broken into two phases. An initial deployment phase (Phase I) and a full deployment phase (Phase II).

The initial deployment phase will consist of a Phase I. Phase I will be tested against using the ISAT format and count.

Phase I-A will commence first and under the following parameters:

- Delivery of First Article Meters for each meter form required by Purchase
- Sub-set of the Initial Deployment Area up to 20 electric meters deployed by the Purchaser
- At minimum, single Network Equipment installed by the Supplier (or Purchaser with Supplier assistance)
- Installation of the AMI software with full access to the Purchaser
- All integration work for the meter exchange and the Purchaser's billing system
- Other tasks and components as needed and defined by the Purchaser

Phase I-B will commence no longer than 60 days after Phase I-A commences and under the following parameters:

- The Initial Deployment Area electric meters deployed by the Supplier
- The Initial Deployment Area water meters/modules deployed by the Supplier
- All Network Equipment as needed to over Phase I-A and Phase I-B installed by the Supplier
- Other tasks and components as needed and defined by the Purchaser

Phase I will conclude with the acceptance of the ISAT as stated in Section 2.26
Initial System Acceptance Test (ISAT).Without limiting the general nature of the preceding sentence, Phase I shall include, but not be limited to:

A. Project design meeting; receipt of standard System Documentation and training manuals covering the scope of this Agreement; review and approval of Purchaser's coverage area and design drawings for the Initial Deployment Area; receipt of proof of insurance.

B. Delivery of Phase I Network Equipment, Endpoints and other Equipment for Phase I.

C. Completion of onsite support and training covering Equipment installation, Meter/Modules, inspection of Work and training installation, System training including support on report generation.

D. Configuration of Software and Hardware and training on use of Software.

E. Completion and testing of interface to CIS and all other systems defined in this Agreement.

F. Successful completion of the ISAT.

Phase II means the full deployment of all remaining Endpoints and associated Equipment. Phase II shall commence upon the completion of Phase I and Initial System Acceptance. The Parties shall work together to develop a deployment plan and schedule at a project kick-off meeting that meets the required acceptance dates for the ISAT and FSAT.

Written authorization shall be required from Purchaser before Work commences.

Upon Final System Acceptance Supplier shall provide to Purchaser all of the following (the "System Documentation"): a complete list of Subcontractors and principal vendors, including contact, address, email, and telephone numbers; an electronic file in pdf format containing complete installation, operation, and maintenance manuals for all Equipment and Software, including all manufacturers' literature, of equipment and materials used in the Work; an electronic file in pdf format containing all inspection reports, permits, and licenses necessary for the System;; an electronic file in pdf format containing proof reasonably acceptable to Purchaser that all required training has been completed; an electronic file in pdf format listing all completed Final Punch List items; and all other items required pursuant to the Agreement.

2.18 Payment to Supplier

Supplier will issue Invoices to Purchaser for all amounts then owed to Supplier after each milestone described in Table 1 below occurs, less applicable retainage. Invoicing, payment, and retainage shall be governed by the table below and the Pricing Schedule set forth in Attachment B.

Table 1: Milestone Payment Schedule

Milestone	Description	Payment	Retainage
Phase I	Initial Deployment Area Phase I must be completed within 8 months of the Effective Date.	See Schedule 1 in Attachment B for milestone payments. Invoices for material installed by Supplier or Supplier Subcontractor are not issued until installation is complete.	See Schedule 1 in Attachment B for milestone payments. Retainage built into milestone payments.

Milestone	Description	Payment	Retainage
		A lien-waiver must be provided by Supplier prior to release of payment by Purchaser. Invoices paid net 30	
Initial System Acceptance Test (ISAT)	Successful completion of the Initial System Acceptance Test (ISAT) for the Phase I Initial Deployment Area. The ISAT must be completed within 9 months of the Effective Date.	Invoices for material installed by Supplier or Supplier's Subcontractor are not issued until Phase I installation is complete. A lien-waiver must be provided by Supplier prior to release of payment by Purchaser. Invoices paid net 30	
Phase II	Full Deployment Phase II must be completed within 22 months of the Effective Date.	Invoices for material installed by Supplier or Supplier's Subcontractor are not issued until installation is complete. A lien-waiver must be provided by Supplier prior to release of payment by Purchaser. Invoices paid net 30	See Schedule 1 in Attachment B for milestone payments. Retainage built into milestone payments.
Final System Acceptance Test (FSAT)	Successful completion of the Final System Acceptance Test (FSAT) for all System components installed during Phase II Full Deployment. The FSAT acceptance must be completed within 24 months of the Effective Date.	Payment continues as per Phase II. Invoices for material installed by Supplier or Supplier Subcontractor are not issued until installation is complete. A lien-waiver must be provided by Supplier prior to release of payment by Purchaser. Invoices paid net 30	

Purchaser shall review, approve, and pay each undisputed Invoice within thirty (30) days of receiving such Invoice and other documents required hereunder, less retainage. All payments will

be processed in accordance with Texas Prompt Payment Act, Texas Government Code, Subtitle F, Chapter 2251.

Notwithstanding any provision in this Agreement to the contrary, Purchaser may withhold any or all payments for Work to the extent required to protect Purchaser, in Purchaser's judgement, against loss on account of:

A. Defective workmanship and materials;

B. Failure of Supplier to make payments promptly to Subcontractors or suppliers for labor or materials;

C. Damages to structures or property caused by a Supplier, its employees or any Subcontractor; or

D. Other specified reasons set forth in this Agreement.

Unless otherwise provided for in the Agreement, all prices for Work are firm and fixed. Purchaser reserves the right to refuse or return at Supplier's risk and expense shipments made in advance of required schedules, or to defer payment on advance deliveries until scheduled delivery dates.

Upon receipt of payment, Supplier shall provide to Purchaser a lien waiver for the labor and material covered by said payment. If said payment included labor or supplies by a Subcontractor, Supplier shall obtain a lien waiver from the Subcontractor and provide it to Purchaser within three (3) business days of receipt of the payment. In the event Supplier does not provide a lien waiver from an applicable Subcontractor, Supplier shall defend, indemnify and hold harmless Purchaser, for any and all expenses and costs, incurred due to the Subcontractor filing a lien or claim against Purchaser. Further, Purchaser may pay the Subcontractor directly as described below and deduct the amount paid from the final sum due Supplier.

Purchaser retains the right, but shall not be obliged, to pay Subcontractors and Equipment/material providers directly. This right and the exercise thereof shall not relieve Supplier from its primary obligation to make such payments and shall not relieve Supplier from its indemnification obligations under this Section 2.18 Payment to Supplier. In accordance with Texas law, Supplier shall include in all subcontracts and other agreements with its Subcontractors and suppliers, a provision that requires Supplier to pay any of its Subcontractors and suppliers within 10 days of Supplier's receipt of payment from Purchaser, for undisputed services or supplies provided by the Subcontractor or supplier. The provision shall also include the requirement that Supplier shall pay interest of one and one-half percent (1.5%) per month or any part of a month to the Subcontractor or supplier on any undisputed amount not paid on time to the Subcontractor or supplier. The provision shall further provide that the minimum monthly interest penalty payment for an unpaid balance of $100 or more is $10; for an unpaid balance of less than $100, Supplier shall pay the actual penalty due to the Subcontractor or supplier; and a Subcontractor or supplier who prevails in a civil action to collect interest penalties from Supplier shall be awarded its costs and disbursements, including attorneys' fees, incurred in bringing the action.

2.19 Equipment Forecasts

Within sixty (60) days after the Effective Date of this Agreement, Purchaser shall provide Supplier with a written forecast of total anticipated Equipment needs by month. Purchaser shall update the schedule each month during the duration of the Work. Any changes to the Equipment forecast shall be furnished to Supplier.

Supplier shall ensure that the supply and availability of equipment matches the installation crew schedules.

Supplier shall structure Meter/Module shipments uniformly during Phase II. Supplier shall not ship any Meter/Modules or Network Equipment until Supplier receives authorization from Purchaser.

2.19.2 Purchase Orders

Purchases shall be authorized by Purchaser's issuance of a written Purchase Order ("Purchase Order") to Supplier by mail, or electronic mail. Supplier may accept Purchaser's Purchase Order by signing it, acknowledging it, providing confirmation via electronic mail, or by delivering the Equipment that Purchaser ordered. Notwithstanding any other provision herein, Purchaser's Purchase Order will be accepted solely for purposes of establishing the items and quantities ordered and the desired shipment dates and shipment method. Purchaser's desired shipment dates shall take into account Supplier's current lead times at the time of the Purchase Order. Lead times will be provided to Purchaser by a Supplier representative and are defined as the cycle time from acknowledgement of Purchase Order to fulfillment of Purchase Order. It is acknowledged by the Parties that all instruments and documents issued or delivered pursuant to this Agreement, including any and all Purchase Orders, Purchase Order acceptance, Purchase Order acknowledgements, Invoices and other instruments ("Purchase Order Documents") shall incorporate by reference as terms and conditions of this Agreement, irrespective of whether any such Purchase Order Document expressly references this Agreement, and shall be subject to the terms and conditions contained in this Agreement. In the event of a conflict or inconsistency as between the terms and conditions of any Purchase Order Documents and this Agreement, this Agreement controls. Any terms and conditions contained in Purchase Order Documents now or hereafter delivered by a Party pursuant to this Agreement other than quantities, service description and other required details and shipping instructions, will not apply and each Party hereby waives and rejects all such terms and conditions.

2.19.3 Cancellation and Modifications

Purchaser may, without penalty, cancel or reduce a Purchase Order for Equipment on written notice to Supplier no later than sixteen (16) weeks prior to scheduled delivery of the order without incurring a cancellation charge If Purchaser cancels or modifies an Equipment order within sixteen (16) weeks prior to delivery, such Equipment order may be subject to reasonable cancellation charges. Notwithstanding the foregoing, cancellation charges do not apply to cancellations by Purchaser of Purchase Orders for Software or Services.

2.19.4 Invoices

Invoices shall be authorized by Supplier's issuance of a written Invoice ("Invoice") to Purchaser by mail or electronic mail. Purchaser may accept Supplier's Invoice by paying the Invoice. Notwithstanding any other provision herein, Supplier's Invoice will be accepted solely for purposes of establishing the items and quantities ordered and the prices associated with the items and quantities ordered. It is acknowledged by the Parties that all instruments and documents issued or delivered pursuant to this Agreement, including any and all Invoices, Invoice payments, and other instruments ("Invoice Documents") shall incorporate by reference the terms and conditions of this Agreement, irrespective of whether any such Invoice Document expressly references this Agreement, and shall be subject to the terms and conditions contained in this Agreement. In the event of a conflict between the terms and conditions of all Invoice Documents and this Agreement, this Agreement controls. Any terms and conditions contained in an Invoice Document now or hereafter delivered by a Party pursuant to this Agreement will not apply and each Party hereby waives and rejects all such terms and conditions.

2.20 Coverage and Network Performance Commitments

Supplier shall continuously satisfy the Coverage Commitment and Network Performance Commitments for the duration of the Coverage Commitment Term regardless of the number of towers or Network Gateways described in the Pricing Schedule (Attachment B). If at any time the Coverage Commitment is not met, Supplier shall, at its sole expense, install all additional equipment to meet the Coverage Commitment including, but not limited to, additional Network Gateways, repeaters, base stations, higher towers/poles, and any equipment required to service areas without cellular coverage. In each instance, Supplier shall bring the System back into compliance within ten (10) days of the day the Coverage Commitment or Network Performance was breached. If Supplier fails to cure any Coverage Commitment breach within such ten (10) day period, such failure shall constitute a material default of this Agreement.

Supplier further warrants the following network related coverage and performance metrics (each a "Network Performance Commitment"):

A. Coverage Commitment: Meets the "Coverage Commitment Term", meets the requirements listed in the "Coverage Commitment" listed in Section 2.1.1 Term. based upon the propagation study in Attachment H-2.

B. Network Coverage Requirement: Meets the "Network Coverage Requirement" listed in Section 2.20 Coverage and Network Performance Commitments.

C. Network Loading: Meets the "Network Loading Requirement" listed in Section 2.20 Coverage and Network Performance Commitments.

D. Network Association and Network Reconnection Time: Meets the "Network Association and Network Reconnection Time" listed in Section 2.20 Coverage and Network Performance Commitments.

E. Read Success Rate. Meets read rate defined in "Coverage Commitment" in Section 2.20 Coverage and Network Performance Commitments.

F. On-Request Read Response. Meets read rate defined in "On-Request Read Response" in Section 2.20 Coverage and Network Performance Commitments.

G. Remote Connect/Disconnect Time. Meets "Remote Connect/Disconnect Time" defined in Section 2.20 Coverage and Network Performance Commitments.

H. Supplier shall provide reports showing the actual performance of above metrics in Emerge.

If Supplier breaches any Network Performance Commitment Supplier shall bring the System back into compliance with the applicable Network Performance Commitment within ten (10) days of the day the Network Performance Commitment was breached. If Supplier fails to cure any Network Performance Commitment breach within such ten (10) day period (Business Days), such failure shall constitute a material default of this Agreement.

2.20.1 Cellular Coverage Gaps

If cellular is used to support the AMI network, Supplier agrees to take commercially reasonable steps, and to the extent within Supplier's reasonable control, to satisfy the Coverage Commitment as defined herein for the duration of the Coverage Commitment Term related to the locations identified in Attachment H (Propagation Study) by Supplier to be served with cellular. If, upon installation of Network Equipment in those areas, it is determined that cellular is not available, Supplier commits to satisfy the Coverage Commitment without the use of cellular and at cost to Supplier for any additional Equipment needed. Supplier shall continuously satisfy the Coverage.

2.21 System Configuration

After Supplier has completed any required network optimization and upon Supplier or its installation Subcontractor installing Meters/Modules in at least 95 percent of Available Meter Locations and in a condition to allow a new meter install (socket condition, etc.), Supplier shall configure the System with the following minimum recording and reporting intervals:

- Single Phase Meter Configuration
    - 75 percent of the single-phase meters reporting (6) channels of 15-minute interval data at least every 4 hours. This is addition to the daily report, disconnect and reconnect, alarms and events.
    - The remaining 25 percent of the single-phase meters reporting (6) channels of 15-minute interval data at least every 15 minutes. This is in addition to the daily report, disconnect and reconnect, alarms and events.
- Socket-based Polyphase Meter Configuration
    - 75 percent of the socket-based polyphase meters reporting (16) channels of 15-minute interval data at least every 4 hours. This is in addition to the daily report, and alarms and events.
    - The remaining 25 percent of the socket-based polyphase meters reporting (16) channels of 15-minute interval data at least every 15 minutes. This is in addition to the daily report, and alarms and events.
- Transformer-based Polyphase Meter Configuration
    - 75 percent of all transformer-based polyphase meters reporting (16) channels of 15-minute interval data at least every hour. This is in addition to the daily report, and

alarms and events.
- The remaining 25 percent of all transformer-based polyphase meters reporting (16) channels of 5-minute interval data at least every 15 minutes. This is in addition to the daily report, and alarms and events.

After 10 days of operation, at least 99.9 percent of all interval channels from a given meter shall be obtained within the above interval recording and reporting cycles. In addition, the Parties shall review and update the "Implementation Punch List" mutually developed and agreed upon during the implementation and mutually prepare a "Final Punch List."

Upon Supplier notification of completion of item(s) mutually agreed upon in the "Final Punch List" Purchaser will conduct the final inspection and verification of such completion. Supplier may request Purchaser to conduct inspection on a line-by-item basis. Then, upon completion and passing of the above (test and final punch list), Purchaser will release the retainage holdbacks outlined in Section 2.18 Payment to Supplier.

2.21.1 Meter Channels

The Supplier and Purchaser will develop the final meter configurations after the project kick-off meeting. As a starting point, Supplier shall support the following configurations

A. All single-phase meters must report at minimum the number of channels at required recording and reporting intervals specified in system configuration above. The interval channels shall include kWh, voltage profile, and demand profile – which includes forward kWh, reverse kWh, Kw, and then min, max, and avg voltage. This nets 6 channels.

B. All Poly Phase (socket and transformer-based) meters must report at minimum the number of channels at required recording and reporting intervals specified in system configuration above. The interval channels must include kWh, voltage profile, current, and demand profile along with temperature – which includes forward kWh, reverse kWh, Kw, min, max, and avg voltage and current for phases A, B, and C, and temperature. This nets 16 channels.

The complete set of meter recording requirements and options (including reactive measurements) are included in Attachment A. All meters (single and polyphase) shall support the option to provide interval channels for kVAh, kVA, kVARh, and kVAR.

2.21.2 Edge Intelligence Card

Supplier warrants and represents that the Edge Intelligence Card (EIC) is able to support and accept:

- Over the air (OTA) firmware updates, delivered to individual devices, defined groups (as specified by Purchaser), or all deployed Meter/Modules via broadcast message.
- Completion times for OTA firmware updates for all Purchaser deployed Meter/Modules shall align with the table below. Update duration may vary depending on package size and the version currently deployed in the field.

Package Size	Maximum Time to Download
< 500 kB	< 2 days
500 kB – 1 MB	< 5 days
1 MB – 3 MB	< 11 days
3 MB – 5 MB	< 18 days

Package size is impacted by the number of modifications between each EIC firmware version. Only the deltas are downloaded on EIC firmware. Assuming a firmware upgrade for all of Purchaser's deployed Meter/Modules, practical typical size between different EIC firmware delta downloads are:

- Upgrading EIC version 12.3 to 12.7, the delta package is 1.01MB
- Upgrading EIC version 12.3 to 12.17, the delta package is 1.15MB

Supplier further confirms that the EIC can be reset to default settings via:

- OTA methods (individual, group, or broadcast), and
- Local methods (in field or bench) using a handheld device.

Supplier shall ensure that all EICs are configured with the greater of version 12 or the latest generally available version.

Any service level commitment related to OTA EIC firmware download timelines shall apply only if Purchaser maintains devices at "Latest – 1" firmware and software versions released by Supplier. This requires Purchaser to perform at least one EIC firmware and/or software upgrade within any rolling 12-month period.

During the applicable Equipment Warranty Period, if the EIC in a Meter/Module is unable to complete an OTA firmware upgrade to a Meter/Module or accept an OTA or local firmware upgrade to reset to default settings, Supplier shall be responsible for incoming and outgoing freight charges, or at Supplier's option, Supplier may remove and reinstall replacement meter or provide a credit, of $100 per meter handling fee.

2.21.3 Retail Electric Provider (REP) Support

Based on the ERCOT standards as of 2026, Supplier certifies that the AMI System and MDMS provided under this Agreement are compliant with ERCOT requirements that are applicable to Supplier's Equipment, Software or Services. The AMI system provides the required data to the MDMS and the MDMS can generate and support the required market files in the appropriate ERCOT format for participation in the retail market.

- As part of the integrations listed in Attachments F-1 and F-2 the customer information (including ID's) from the Purchaser CIS system is married to the Meter ID in the MDMS.
- Supplier will need to develop a flat file integration from the MDMS to ERCOT.

    - Supplier has already completed a similar interface for Oncor.
    - File includes consumer geographic and consumption data.
    - The MDMS generates a Load Settlement Enhanced Format (LSEF) file containing validated, edited, and estimated (VEE) interval meter data.
    - The file is produced daily and delivered on a defined schedule.
    - ERCOT establishes the requirements for file format, delivery, and destination.
    - The file is transmitted to the appropriate market participants, such as Retail Electric Providers (REPs), through approved transfer methods.
    - The file must comply with ERCOT formatting specifications, including any applicable record-count limitations.
    - REPs use this data to support customer participation in the competitive retail market.
- The integration to ERCOT is an additional integration point to integrations specified in the Agreement. This integration is an additional cost.
    - One area that remains somewhat unclear, and that the Supplier and Purchaser will collectively work through, is whether additional processing may be required after the MDMS generates the initial LSEF output.
    - Integration between the Customer Information System (CIS) and MDMS meter identifiers is an important component of the overall solution and could extend beyond the MDMS itself.
    - The cost of the integration to ERCOT is to be determined after development of the final scope. However, the Supplier does not expect the integration to exceed $10,000.00.

2.22 Major Endpoint Failure

During the applicable Equipment Warranty Period following the Effective Date, a major failure occurs with the Endpoints provided by Supplier (with "major" being defined as one and ½ percent (1.5 %) or more of the installed base within any rolling twelve (12) month period), Supplier shall provide Purchaser replacement Endpoints as needed, or at Supplier's option, Supplier may remove and reinstall replacement meter or provide a credit, of one hundred dollars ($100) per Endpoint to reimburse Purchaser for installation costs to install the new Endpoints. Endpoint failures will be tracked by the Purchaser and reported to Supplier on a schedule established by Purchaser, in its reasonable discretion.

2.23 Endpoint Failure upon Installation

For Endpoint failures and defects, including but not limited to, zero consumption and non-association discovered within 48 hours of installation of that Endpoint during Phase I and Phase II deployment, other than failures due to Purchaser-side problems not caused by and outside of the reasonable control of Supplier (such as meter tampering, a damaged Meter or Endpoint, or a damaged transformer), and except for a Force Majeure event, Supplier shall remedy or repair the failure or defect within fourteen (14) days after notice from Purchaser and Supplier shall provide Purchaser replacement Endpoints as needed at no cost and pay for shipping, plus one hundred dollars ($100) per Endpoint to reimburse Purchaser for installation costs to install the new Endpoints.

2.24 Endpoint upon Over the Air (OTA) Firmware Update/Upgrade and/or Configuration Change

During the applicable Equipment Warranty Period, if Supplier has an OTA update available, the Purchaser agrees to provide Supplier reasonable access to complete the OTA Update/Upgrade. For Endpoint failures and defects, including but not limited to, any incremental or new and updated firmware version, any Endpoint data collection parameter changes, any Endpoint communication radio module changes or updates, or any like OTA changes made to any Endpoint transported through the AMI System shall be free from all defects, issues, or problems resulting in the Endpoint being unavailable, no longer available for communication, failure to meet the Specifications, or inability to transport information back to the System Software in a like manner before the changes or updates have taken place. Other than failures due to Purchaser-side problems not caused by and outside of the control of Supplier (such as meter tampering, a damaged Endpoint, or a damaged transformer), and except for a Force Majeure event, Supplier shall remedy or repair the failure or defect within fourteen (14) days after notice from Purchaser Supplier shall provide Purchaser replacement Endpoints as needed, at no cost, and pay for shipping.

2.25 Tests and Inspections

The Equipment furnished pursuant to the Specifications in Attachment A shall be in compliance with all of the standard commercial inspections and tests normally performed by Supplier and its Subcontractors or other suppliers in the industry. Supplier shall furnish Purchaser with such certified information and test certificates as are normally made available to customers of Supplier's manufacturing divisions and subsidiaries and other manufacturers of equipment specified within.

Purchaser or its agent has the right to inspect all Equipment at Supplier's or Supplier's contract manufacturer's factory, provided, however, that any such inspections shall be at Purchaser's sole expense, conducted in accordance with Supplier's normal inspection system during normal business hours and performed in a manner as to not unreasonably delay performance by Supplier. Purchaser must provide Supplier with a minimum of forty-eight (48) hours prior written notice of any such inspections.

Purchaser shall not be required to accept any Equipment until the Equipment has undergone and successfully met such tests and inspections.

2.26 Initial System Acceptance Test (ISAT)

Supplier and Purchaser will complete an Initial System Acceptance Test (ISAT) to validate the completion of Phase I Initial Deployment of System by Supplier, in accordance with the Specifications identified in this Agreement and it's Attachments, including ISAT Criteria set forth in Attachment D-1. Prior to ISAT acceptance, the AMI System and Software shall be stable. ISAT shall be completed within nine (9) months of the Effective Date unless the ISAT needs to be extended due to a Force Majeure event.

If all testing meets the pass criteria as set forth in Attachment D-1, and that all data integrations are completed and successfully tested the ISAT will be considered successful. Initial System Acceptance, as that term is used herein, shall occur on the date Purchaser indicates in writing its

acceptance of satisfactory completion of the ISAT, which acceptance shall be provided within ten (10) days of the successful completion of the ISAT. Deployment of the System will proceed to Phase II following Initial System Acceptance. Please note that no data integration shall require a manual process to initiate a data transfer (i.e. all data exchanges can be a scheduled flat file or a real time exchange).

At the complete activation of the Cloud Software supplied under this Agreement, Supplier will ensure AMI System headend software, the MDMS, and customer portal are on the latest generally available release.

In the event testing criteria cannot be met or a defined functionality requirement cannot be remedied as part of the testing, Supplier shall notify Purchaser in writing as soon as is practicable and suggest alternate remedies to resolve the problem without further cost to Purchaser. In all such cases, Purchaser, without stating any reasons, reserves the right to accept or reject any and all remedies proposed by Supplier and treat this as a material default of this Agreement.

2.27 Final System Acceptance Test (FSAT)

Supplier and Purchaser will complete a Final System Acceptance Test (FSAT) to validate the completion of Phase II and the full deployment and provision of the System by Supplier in accordance with the Specifications identified in any and all Attachments to this Agreement, including the Final System Acceptance Test (FSAT) criteria set forth in the attached Attachment E-1,. Prior to FSAT acceptance, the AMI System and Software shall be stable. The FSAT shall be completed 24 months from the effective date, unless the FSAT needs to be extended due to a Force Majeure event.

Final System Acceptance, as that term is used herein, shall occur on the date Purchaser indicates in writing its acceptance of satisfactory completion of the FSAT, which acceptance shall be provided within 10 days of the successful completion of the FSAT.

Prior to FSAT acceptance, Supplier will review with Purchaser whether to update the AMI System headend software, the MDMS, and customer portal to the latest generally available release.

In the event testing criteria cannot be met or a defined functionality requirement cannot be remedied as part of the testing, Supplier shall notify Purchaser in writing as soon as is practicable and suggest alternate remedies to resolve the problem without further costs to Purchaser. In all such cases, Purchaser, without stating any reasons, reserves the right to accept or reject any and all remedies proposed by Supplier and treat this as a material default of this Agreement.

2.28 Applicable Laws and Courts

Suppliers will comply with all applicable federal, state, and local statutes, laws, rules, codes, professional standards, industry best practices and guidelines, and regulations.

This Agreement will be governed by and construed and enforced in accordance with the laws of the State of Texas without regard to its conflicts of law principles. Venue of any legal proceedings arising from or concerning this Agreement shall be in Williamson County, Texas or the United States District Court, Western District of Texas.

2.29 Licenses

Supplier shall provide to Purchaser all necessary access and licenses (i.e., software and others as may apply) for certain components of the System and the Work, in accordance with Attachments S-2 SaaS Agreement, S-3 Support Agreement, and S-5 Premium Support Agreement These licenses fees shall be paid and provide all rights described in Attachments S-2, S-3, and S-5.

A. Intellectual Property. Supplier shall provide to Purchaser all necessary licenses (i.e., software and others as may apply) for the System and the Work. These licenses shall be paid in full, shall be perpetual, and shall provide all rights described in this Agreement regardless of whether such rights are included in any license agreement form made part of this Agreement or applied otherwise.

2.30 Insurance

As additional security for Purchaser and as separate obligation of Supplier not in conjunction with any other provisions of this Agreement, Supplier agrees to carry and maintain during the term of this Agreement and all warranty periods occurrence -based liability insurance with coverages and limits of liability not less than those shown herein. Each of Supplier's Subcontractors, if any, shall also provide and maintain during the term of their respective agreements the insurance coverage specified as follows, with limits of liability as set forth below. In the event work is performed by a Subcontractor, Supplier shall be primarily responsible for any liability arising directly or indirectly out of the Work performed that is not otherwise covered by any Subcontractor's insurance. All such insurance shall be primary with respect to any other insurance or self-insurance programs afforded to or maintained by or for the benefit of Purchaser and shall not require the exhaustion of any other coverage.

Supplier shall procure at its expense, and maintain, and shall require all Subcontractors, if any, to procure and maintain in full force during the full term of this Agreement, insurance policies, from an insurer, or insurers, licensed to do business in the State of Texas. Each of such policies shall be in such form and issued by such insurer as shall be satisfactory to Purchaser; and the said policies shall provide insurance of the type and, at a minimum, in the coverage amounts below indicated:

A. Workers' Compensation Insurance (including Occupational Disease Coverage) and Employer's Liability coverage, with limits as required by Texas law covering all of Supplier's employees, or any individual who may be deemed Supplier's employee, who perform any obligations relating to or under this Agreement. Workers' compensation insurance is required, and no "alternative" forms of insurance shall be permitted.

B. Employers Liability Insurance with limits of not less than $1,000,000 per occurrence and $1,000,000 per disease/each employee.

C. Commercial General Liability Insurance under an occurrence policy form insuring the indemnity agreements set forth in this Agreement with a combined single limit of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate, including coverage for Premises/Operations, Personal Injury Liability, Products/Completed Operations, Blanket Contractual Liability assumed in the Agreement, including indemnification liability, and

Completed Operations Coverage (minimum 2 years past completion of the Work). Such limits may be met through a combination of primary and excess coverage.

D. Business Automobile Liability Insurance covering liability arising out of any auto (owned, hired and non-owned) with a combined single limit of at least $1,000,000.

E. Professional Liability (Engineer's Errors and Omissions) Insurance, in the event Supplier is performing design, engineering or other professional services, with limits of at least $1,000,000 each claim and $1,000,000 in the aggregate.

F. Umbrella Insurance (Excess Liability) with minimum limits of $9,000,000 per occurrence.

Additional Insured: All policies except for Workers' Compensation/Employers Liability, Professional Liability and Pollution Liability shall include, by policy endorsement on Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04 and CG 20 37 07 04 or their substantial equivalent, Purchaser as an additional insured.

Waiver of Subrogation: Supplier hereby waives all rights of subrogation against Purchaser and its respective directors, officers, members, employees, agents and insurers, and all policies of insurance required by this Agreement (except Professional Liability and Pollution Liability) shall contain a provision stating that the insurance carriers and underwriters waive all rights of subrogation in favor of Purchaser and its respective directors, officers, members, employees, agents and insurers.

Primary & Non-Contributory: Purchaser and Supplier intend that Supplier shall ensure that all policies purchased and/or maintained in accordance with this section will protect Purchaser and Supplier, and will be primary and non-contributory with any other coverage elsewhere afforded or available to Purchaser, as well as provide primary coverage for all losses and damages caused by the perils covered thereby related to or arising out of the Work, and shall not require the exhaustion of any other coverage.

Severability & Cross Liability: The policies shall also include standard severability provisions that state each insured is provided coverage as though a separate policy had been issued to each, except with respects to limits of insurance. The policies shall not contain a cross liability or a cross-suit exclusion that prevent Purchaser from asserting claims against Supplier or any other insured under the policies.

Proof of Insurance and Replacement: The insurance required hereunder shall be maintained in effect by Supplier during the entire duration of this Agreement or the Life Expectancy of the System, whichever is longer. A certificate or certificates evidencing the existence thereof, or binders, shall be delivered to the Purchaser prior to the commencement of the Work. Replacement certificates of insurance evidencing continuation of such coverage shall be furnished to Purchaser prior to the expiration of the current policies. Each policy shall contain a valid provision or endorsement that the policy may not be canceled, terminated, changed or modified for any reason without giving thirty (30) days written advance notice thereof to the Purchaser. Purchaser's receipt of or failure to object to any insurance certificates or policies submitted by Supplier or its

Subcontractors does not release or diminish in any manner the liability or obligations of Supplier or its Subcontractors or constitute a waiver of any of the insurance requirements under this Agreement. Should Supplier or any Subcontractor at any time neglect, refuse to provide or cancel the insurance required herein, such failure shall constitute a material default under this Agreement, and Purchaser shall have the right to terminate this Agreement and/or pursue any remedy available at law or in equity.

2.31 Dispute Resolution

Purchaser and Supplier will attempt to settle any claim or controversy arising from this Agreement (except for a claim relating to intellectual property) through consultation and negotiation in good faith and a spirit of mutual cooperation for a period of thirty (30 days after demand by a Party (the "Dispute Resolution Period"). It is anticipated that the respective Project Managers will confer and attempt to settle a dispute when appropriate before escalating the dispute to appropriate higher-level managers of the Parties, if necessary. After such thirty (30) day period, either Party may pursue any remedy available to it under this Agreement, at law, or in equity by bringing an action in court as permitted by Section 2.28 Applicable Laws and Courts above.

2.32 Indemnification

A. **SUPPLIER SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS PURCHASER, PURCHASER'S OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, CONSULTANTS, CONTRACTORS, AND AGENTS FROM AND AGAINST AND IN RESPECT TO ANY AND ALL THIRD-PARTY CLAIMS, ACTIONS, SUITS, PROCEEDINGS, DEMANDS, ASSESSMENTS, JUDGMENTS, COSTS, LOSSES, DAMAGES, FINES, PENALTIES, FEES, AND ANY REASONABLE EXPENSE WHATSOEVER AND REASONABLE FEES (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS AND ALL COURT OR ARBITRATION OR OTHER DISPUTE RESOLUTION COSTS) TO THE EXTENT ARISING OUT OF PERSONAL INJURY, DEATH, VIOLATION OF ANY FEDERAL, STATE, OR LOCAL LAW, RULE, OR REGULATION, UNAUTHORIZED DISCLOSURE OF CONFIDENTIAL INFORMATION, INFRINGEMENT OF ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHT BY ANY SOFTWARE, INTELLECTUAL PROPERTY, EQUIPMENT, MATERIALS, SUPPLIES, INSTALLATION METHODS USED IN THE WORK OR THE SYSTEM OR THE USE THEREOF BY PURCHASER, AND ANY DAMAGE TO TANGIBLE OR INTANGIBLE PROPERTY, INCLUDING THE LOSS OF USE THEREOF, HEREINAFTER REFERRED TO AS "LIABILITIES" TO THE EXTENT THAT SUCH LIABILITIES WERE CAUSED IN WHOLE OR IN PART BY THE ACTS, ERRORS, OR OMISSIONS OF ANY SUPPLIER, ITS AGENTS, EMPLOYEES, SUBCONTRACTORS OR OTHERS FOR WHOM SUPPLIER IS RESPONSIBLE, ARISING OUT OF, IN CONNECTION WITH, OR AS A RESULT OF THE PERFORMANCE AND FURNISHINGS OF THE WORK OR OTHER SERVICES PERFORMED BY SUPPLIER OR ANY SUBCONTRACTOR IN RELATION TO THIS AGREEMENT.**

B. Purchaser agrees that it will give written notice to Supplier of any Liabilities asserted against Supplier for which Purchaser believes Supplier is responsible for indemnification, in whole or in part. Upon receipt of such written notice, Supplier shall defend at its own expense, with either counsel of its choosing, but reasonably acceptable to Purchaser, or Purchaser's selected counsel, any suit, claim or action brought against any Purchaser Party based upon such Liabilities.

C. Supplier agrees that it maintains Insurance ("Insurance") for purposes of insuring against loss as a result of Liabilities caused in whole or in part Supplier; such insurance coverage is acknowledged to comply with the requirements as designated in Section 2.30 Insurance. Supplier understands and agrees and further warrants and represents to Purchaser that, notwithstanding any other provision to the contrary herein contained, Supplier's Liability for any and all losses, whether to Purchaser or to third parties, resulting from any Liabilities caused in whole or in part by Supplier's negligence shall not be limited to the amount of any insurance proceeds payable to or on behalf of Supplier under such Insurance, and Supplier agrees to immediately indemnify and hold Purchaser harmless for any and all such Liability in excess of such insurance proceeds. Supplier shall furnish written proof of such insurance upon execution of this Agreement, and at least annually to Purchaser with Purchaser as additional named insured.

D. The requirements of this Section 2.32 Indemnification shall survive the termination of this Agreement.

2.33 Transportation and Risk of Loss

A. Supplier shall be responsible for the proper packaging of equipment, materials, items and components of the System and Work provided or purchased hereunder and shall exercise every precaution to adequately protect all shipments against damage in transit. The method of transportation and routing shall be at the option of Supplier for delivery to appropriate warehouse (Supplier warehouse for Supplier installed equipment and Purchaser warehouse for Purchaser installed equipment).

   Shipping will be F.O.B. destination, freight prepaid by Supplier. Supplier shall be responsible for correcting and collecting for any damage or loss while the equipment, items, components or materials it ships are in transit, prior to the installation of Supplier installed Equipment, receipt of the Equipment or materials at Purchaser's designated destination, and while any such equipment, items, components or materials are in control of any Supplier Party.

B. Supplier shall provide and clearly identify any "storage" instructions to purchaser prior to time of delivery.

C. Supplier is responsible for inspection of all material delivered to Supplier's local warehouse. If the equipment, materials, items and components of the System and Work delivered do not correspond in quantity, type or price to those itemized in the shipping Invoice or documentation items, Supplier shall take action to ensure any discrepancies are resolved. If any loss of or damage occurs before meters are installed by Supplier or Supplier contractor Supplier must make all repairs or replacements at no cost to the Purchaser.

D. All material and workmanship shall be subject to inspection and testing at reasonable times and places by Purchaser before, during, and after performance and delivery. Such inspection shall take no longer than fourteen (14) days. If any loss of or damage to the equipment, materials, items and components of the System and Work thereof occurs prior to delivery to Purchaser destination, Purchaser may require that Supplier promptly make all repairs or replacements at no cost to Purchaser as necessary to place the Work and System in the condition required by this Agreement

E. Purchaser's failure to inspect or test does not relieve Supplier of any responsibility to perform according to the terms of this Agreement until Final System Acceptance. For purposes of clarity, the aforementioned sentence shall not affect Supplier's obligations under the Equipment Warranty. Acceptance shall occur only upon Purchaser's confirmation that the equipment, materials, items and components of the System and Work conform to the requirements of this Agreement. However, acceptance of the equipment, materials, items and components of the System and Work by Purchaser shall not constitute acceptance as to latent or hidden defects not subject to discovery upon reasonable inspection or testing.

F. Supplier shall notify Purchaser in writing when any material, equipment, item or component is ready for shipment. One (1) copy of the notice of shipment covering all items shipped shall be issued by Supplier and forwarded to Purchaser's office. In addition to the preceding, a complete packing list of every individual item in each box, crate, or other shipping enclosure shall be sent to Purchaser with a duplicate enclosed with each box, crate or other shipping container.

G. After delivery and inspection at Purchaser destination, Purchaser will be responsible for any casualty loss, theft, physical damage, or abuse to Equipment that occurs while such Equipment is in the control of Purchaser.

H. After delivery and inspection at Supplier destination, Supplier will be responsible for any casualty loss, theft, physical damage, or abuse to Equipment that occurs while such Equipment is in the control of Supplier.

2.34 Confidential and Proprietary Information

The following language shall supersede any prior Non-Disclosure Agreement (a.k.a., "Confidentiality Agreement") entered into by the Parties relating to this AMI System and/or Work upon the execution of this Agreement:

Purchaser is subject to the Texas Public Information Act (the "TPIA"). Subject to the requirements of the TPIA, in the course of performing the Work covered by this Agreement, both Parties may disclose certain confidential and proprietary information to the other. Confidential or proprietary information must be of such a nature that it would reasonably be concluded to be of a confidential nature or be clearly marked as confidential or proprietary and may include but is not limited to all data, trade secrets, materials, products, technology, computer programs, designs, drawings, specifications, manuals, business plans and information, marketing plans, financial information, and customer information (including names, addresses, email addresses, telephone numbers, and personal financial information) ("Confidential Information"). Both Parties agree to maintain the confidential and proprietary nature of this information, along with any information developed

under this Agreement, and shall disclose it only to its officers, directors, agents, suppliers, consultants, or employees with a specific need to know in the performance of this Agreement. Neither Party shall publish, distribute or disclose the existence or subject matter of Confidential Information to any third party without prior written consent of the Party providing Confidential Information. Confidential Information shall not include material which: (i) at the time of disclosure is in the public domain or which, after disclosure, becomes part of the public domain by publication or otherwise; or (ii) is information which Purchaser can show was in its possession at the time of disclosure and was not acquired directly or indirectly from Supplier; or (iii) is information received by Purchaser from a third entity having legal right to transmit the same.

Purchaser owns all data generated by the System. Supplier may access and use Purchaser's data solely to provide services under this Agreement. Supplier must adhere to standard data security standards and grants Purchaser limited audit rights to ensure compliance with data security standards. Supplier shall inform Purchaser of any data Security Incidents in a timely manner.

Each Party may disclose the other Party's Confidential Information if and to the extent that such disclosure is required by applicable law or legal process, provided that the receiving Party shall, prior to making such a disclosure, within ten (10) Business Days notify the disclosing Party of such requirements (as allowed by law) to afford the disclosing Party the opportunity to seek, at the disclosing Party's sole cost and expense, a protective order or other remedy. Nothing in this Section limits Purchaser's ability to release documents to the extent permitted or required by the TPIA, nor shall Purchaser have any liability to Supplier as a result of a release of documents pursuant to the TPIA.

Upon request, either Party shall within ten (10) Business Days return to the other Party any Confidential Information given to it by the other Party, except that information provided by Supplier to Purchaser for the operation and use of the Work or provisioning the System made part of this Agreement, shall remain with Purchaser as long as Purchaser continues to have the associated software licenses. The Party returning Confidential Information shall destroy or provide to the other Party any documents or other media it created that contains Confidential Information. The Party returning Confidential Information shall certify in writing that such documents or other media it created are destroyed if such is requested.

Disclosure of Confidential Information beyond what is outlined above shall be approved in writing by the other Party in advance of such disclosure.

2.35 Safety and Compliance with Codes and Other Laws

Supplier will comply with all applicable federal, state, and local statutes, laws, rules, codes, professional standards, industry best practices and guidelines, and regulations.

Supplier shall at all times be solely responsible for complying with all applicable federal, state, and local laws, ordinances, regulations, and codes in connection with the Work, including those relating to the safety of all Persons and property. This shall include obtaining, at Supplier's sole cost, all licenses and permits required for the Work. Notwithstanding the foregoing, the costs associated with the procurement of necessary local permits and licenses to install infrastructure will be charged to the Purchaser. Supplier understands that the obligations of the Parties hereunder

are subject to the applicable regulations and orders of governmental agencies having jurisdiction in the matters.

Should at any point Supplier find any unsafe or hazardous areas or conditions, Supplier will immediately report the said condition to Purchaser.

No obligations shall be imposed upon Purchaser, Purchaser's elected officials, officers, directors, partners, employees, consultants, and agents to review or supervise Supplier's compliance with any safety measures, laws, ordinances, regulations, or codes. Supplier is solely responsible for its acts, errors, and omissions and the acts, errors, and omissions of any Subcontractor, supplier or of other individual or entity supplying any of the Equipment or performing any of the Work.

2.36 Site, Supervision, and Safety

Purchaser shall allow Supplier reasonable access to Purchaser's facilities during Purchaser's normal business hours for purposes of performing the Work. All such access is granted on an "as is" basis and Supplier shall leave such facilities in the same condition as it found them, excepting any Equipment installed pursuant to this Agreement.

Supplier shall be responsible for furnishing proper protection for the health and life of personnel, for the public, for the Work and all materials, machinery, equipment, tools, and supplies used in the performance thereof, and for the property of others.

Supplier shall ensure that its employees, Subcontractors, and any other individual or entity performing any of the Work are informed of dangers associated with the electric distribution systems, line facilities, and communications facilities and know how to exercise proper precautions and follow appropriate safety procedures. Supplier shall provide regular and appropriate safety briefings for its employees, Subcontractors, and others involved in the Work.

Supplier shall cause any construction work provided as part of the Work under this Agreement to receive constant supervision by a competent superintendent (hereinafter called the "Superintendent") who shall be present at all times during working hours where construction is being carried on. Supplier shall also employ, in connection with such construction work, capable, experienced and reliable forepersons and such skilled workers as may be required for the various classes of work to be performed. Directions and instructions given to the Superintendent shall be binding upon those doing the Work.

Supplier shall at all times take all reasonable precautions for the safety of employees on the work and of the public, and shall comply with all applicable provisions of federal, state, and municipal safety laws and building and construction codes, as well as the safety rules and regulations of Purchaser. All machinery and equipment and other physical hazards shall be guarded in accordance with the most current version of "Manual of Accident Prevention in Construction" of the Associated General Suppliers of America unless such instructions are incompatible with federal, state, or municipal laws or regulations.

The following provisions shall not limit the generality of the above requirements:

A. Supplier shall at no time and under no circumstances cause or permit any employee of Supplier to perform any work upon energized lines, or upon poles carrying energized lines, unless otherwise specified or agreed to in writing.

B. Supplier shall conduct the Work so as to cause the least possible obstruction of public highways.

C. Supplier shall provide and maintain all such guard lights and other protection for the public as may be required by applicable statutes, ordinances, and regulations or by local conditions.

2.37 Time is of the Importance

Time is of the utmost importance and shall remain material element of this Agreement, and Purchaser's acceptance of late deliveries, shall not constitute a waiver of this provision. Supplier shall be liable for any and all proven direct damages purchaser may incur directly due to supplier's failure to provide timely performance with this Agreement.

Purchaser also reserves the right to refuse or return at Supplier's risk and expense shipments made in advance of required schedules, or to defer payment on advance deliveries until scheduled delivery dates.

Supplier shall notify Purchaser in writing immediately of any actual or potential delay to the performance of this Agreement and such notice shall include a revised schedule and shall not constitute a waiver to Purchaser's rights and remedies hereunder unless agreed to in writing by Purchaser. Nothing in this Paragraph shall alter or eliminate the right to cure in Section **Error! Reference source not found.**.

2.38 No Implied Waiver

Either Party's failure to insist upon strict performance by the other Party of any provision of this Agreement shall not be construed as a waiver of such provision or any other provision of this Agreement. No waiver shall be deemed a continuing waiver or waiver in respect of any subsequent breach or default, either of a similar or dissimilar nature, unless expressly so stated in writing by a duly authorized representative of the waiving Party.

2.39 Right to Cure

Unless expressly stated otherwise in the Agreement, if Supplier or any Supplier party defaults in the performance of any of the terms of this Agreement, Purchaser, without in any manner limiting its legal and equitable remedies in the circumstances may provide to Supplier a written notice requiring Supplier to cause such default to be corrected forthwith. Unless within thirty (30) days after the provision of such notice to Supplier such default shall be corrected or arrangements for the correction thereof satisfactory to Purchaser shall be made by Supplier, Purchaser shall be entitled to any right or remedy available herein or existing at law or in equity, including termination of this Agreement and the right to seek recovery for damages. Supplier specifically acknowledges and agrees that, subject to force majeure, its failure to meet any time deadline stated in the Agreement shall be deemed a default of this Agreement.

Every right or remedy herein conferred upon or reserved by Purchaser shall be cumulative, shall be in addition to every right and remedy now or hereafter existing at law or in equity or by statute and the pursuit of any right or remedy shall not be construed as an election.

2.40 Limitation of Liability

EXCLUSION OF INDIRECT DAMAGES. EXCEPT WITH RESPECT TO A BREACH OF CONFIDENTIALITY OBLIGATIONS OR OBLIGATIONS REGARDING THE OTHER PARTY'S INTELLECTUAL PROPERTY (INCLUDING CUSTOMER'S USE OF ANY SYSTEM BEYOND THE SCOPE PERMITTED IN THIS AGREEMENT), IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES THAT ARE INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE. OR FOR LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF DATA, OR LOSS OF BUSINESS OPPORTUNITY, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

CAP ON DIRECT DAMAGES. EXCEPT WITH RESPECT TO (A) A BREACH OF CONFIDENTIALITY OBLIGATIONS, (B) OBLIGATIONS UNDER THIS AGREEMENT RELATED TO INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT, OR (C) PERSONAL INJURY OR DEATH OR DAMAGE TO ANY REAL OR TANGIBLE PERSONAL PROPERTY CAUSED BY EITHER PARTY'S GROSSLY NEGLIGENT ACTS OR OMISSIONS OR WILLFUL MISCONDUCT, THE TOTAL LIABILITY OF EITHER PARTY IN RESPECT OF ALL CLAIMS IN THE AGGREGATE, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE OR OTHERWISE, UNDER THIS AGREEMENT SHALL BE LIMITED AS FOLLOWS: FOR CLAIMS ARISING DURING THE PERIOD BEGINNING ON THE EFFECTIVE DATE AND ENDING ON THE LAST DAY OF THE SIXTH YEAR OF THIS AGREEMENT, TOTAL LIABILITY SHALL NOT EXCEED THE FEES PAID BY CUSTOMER TO LANDIS+GYR DURING THE FORTY-EIGHT (48) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM; PROVIDED THAT, IF FEWER THAN THIRTY-SIX (36) MONTHS HAVE ELAPSED SINCE THE EFFECTIVE DATE, TOTAL LIABILITY SHALL NOT EXCEED THE FEES PAID DURING SUCH SHORTER PERIOD. FOR CLAIMS ARISING DURING THE PERIOD BEGINNING ON THE SEVENTH ANNIVERSARY OF THE EFFECTIVE DATE AND CONTINUING THROUGH THE REMAINDER OF THE AGREEMENT TERM, TOTAL LIABILITY SHALL NOT EXCEED THE FEES PAID BY CUSTOMER TO LANDIS+GYR DURING THE SIXTY (60) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

2.41 Successors and Assigns

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

2.41.1 Expenses and Fees

In the event of a dispute under this agreement, if a Party resorts to legal proceedings of any kind to resolve a dispute or to enforce or protect their rights under this agreement, the prevailing Party will be entitled to recover, upon demand, from the other Party all reasonable out-of-pocket expenses, including Legal Costs, incurred by the prevailing Party relating to said legal proceedings for resolution of a dispute or enforcement or protection of rights under this Agreement, including but not limited to, costs of collection. "Legal Costs" means the reasonable out-of-pocket expenses incurred by it, including legal fees.

2.41.2 Intellectual Property Infringement

Supplier shall indemnify, defend and hold harmless Purchaser, Purchaser's officers, directors, partners, employees, consultants, and agents from and against and in respect to any and all third-party claims, actions, suits, proceedings, demands, assessments, judgments, expenses, costs, losses and damages and fees (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) to the extent arising from any and all claims, suits, and proceedings for the infringement of any third party intellectual property right by any software, intellectual property, equipment, materials, supplies, or installation methods used in the Work or the System or the use thereof by Purchaser. Supplier shall, at its own cost (and Purchaser agrees to permit Supplier to do so with counsel reasonably acceptable to Purchaser), defend any suits, which may be instituted by any Party against Purchaser for alleged infringement of intellectual property rights relating to Supplier's performance hereunder.

If the sale or use of any of the software, intellectual property, equipment, materials, supplies, or installation methods used in the Work or the System is enjoined in connection with any such infringement claim, Supplier agrees to, at its option, without cost or expense to Purchaser:

(a) procure for Purchaser and its end users the right to use such Work or System at no cost to Purchaser and its end users;
(b) replace such Work or System with equivalent non-infringing products that perform the same or materially same function as the Work or System being replaced; or
(c) modify such Work or System so they become non-infringing provided that such modification does not render such Work or System unacceptable to Purchaser.

Excluding the indemnity obligation owed by Supplier to Purchaser, this Section 2.41.2 Intellectual Property Infringement sets forth the entire liability of Supplier with respect to an infringement claim.

2.42 Legal Notices

Any legal notice required or permitted by this Agreement or given in connection with it shall be in writing and shall be given to the appropriate Party by personal delivery, certified mail, or other recognized delivery service that confirms delivery (Legal Notice). All Legal Notices required, permitted, or desired to be given hereunder shall be deemed duly given and effective (a) when received after being delivered by hand or (b) five (5) days after being deposited with the United States Postal Service, properly addressed, sent by registered or certified mail, return receipt requested, postage prepaid. Any Party may change its address for the purpose of this Section 2.42 by giving written notice of such change to the other Parties in the manner provided in this Section 2.42 Legal Notices.

Legal Notices to Purchaser shall be sent to:

City Manager
City of Georgetown
808 Martin Luther King Jr Street
Georgetown, Texas 78628

Legal Notices to Supplier shall be sent to:

Landis+Gyr Technology, Inc.
30000 Mill Creek Ave. Suite 100
Alpharetta, Georgia 30022
Attention: President

2.43 No Construction Against Drafter

This Agreement has been negotiated and prepared by Purchaser and Supplier and the Parties' respective attorneys and, should any provision of this Agreement require judicial interpretation, the court interpreting or construing such provision shall not apply the rule of construction that a document is to be construed more strictly against one Party.

2.44 Force Majeure

Neither Purchaser nor Supplier shall be considered in default in the performance of its obligations under this Agreement to the extent that the failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from the following force majeure events ("Force Majeure Event(s)"): (i) acts of God; (ii) flood, fire, earthquake, epidemics, pandemics or explosion; (iii) war, invasion, hostilities (whether war is declared or not), sabotage, terrorist threats or acts, riot or other civil unrest; (iv) government order or law; (v) actions, embargoes or blockades in effect on or after the date of this Agreement; (vi) judicial restraint or other action by any governmental authority (including, without limitation, an inability to procure permits, licenses or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses or services required to be provided by either Purchaser or Supplier under this Agreement); (vii) national or regional emergency; (viii) strikes, labor stoppages or slowdowns or

other industrial disturbances; (ix) shortage of adequate power or transportation facilities; (x) other similar events beyond the reasonable control of the party impacted by the Force Majeure Event.

If Supplier's performance is prevented or delayed by a Force Majeure Event, Supplier shall inform Purchaser in writing within ten (10) Business Days after Supplier knows or by reasonable diligence should know of the event causing or likely to impact Supplier's performance. If an event of Force Majeure continues for a period of 90 or more days, Purchaser shall have the right to terminate this Agreement without any liability to Supplier.

2.45 Conflict and Order of Precedence

Except as the Parties may otherwise explicitly agree, pursuant to the terms of this Agreement pertaining to any changes to the Work or amendments to this Agreement, the following rules of conflict shall apply:

1. In the event of a conflict between this Agreement and the terms or conditions of any attachments to this Agreement, the terms and conditions of this Agreement shall control.

2. In the event of a conflict between this Agreement and a Purchase Order and/or commitment, including any specifications attached thereto, this Agreement shall control.

In the event there are any conflicting provisions or requirements among the Agreement documents, the provision and requirements of the Agreement document must be enforced in the following order of descending priority:

i. Any amendment or Change Order to this Master Agreement fully executed in writing;

ii. The body of this Master Agreement;

iii. The following specification, term, and cost Attachments to this Master Agreement:

    1. Attachment A Requirements (confidential)

    2. Attachment B Pricing Schedule and Bill of Materials (confidential)

    3. Attachment C Payment Schedule Comments & Exceptions (confidential)

    4. Attachment D-1 Electric AMI Initial System Acceptance Test (ISAT)

    5. Attachment D-2 Reserved

    6. Attachment E-1 Electric AMI Final System Acceptance Test (FSAT)

    7. Attachment E-2 Reserved

    8. Attachment E-3 Customer Portal System Acceptance Test (SAT)

    9. Attachment E-4 MDMS System Acceptance Test (SAT)

10. Attachment F-1 Purchaser Data Flow and Interfaces (Confidential)
11. Attachment F-2 Purchaser Interface Summary and System of Truth (Confidential)
12. Attachment F-3 MultiSpeak Use Cases
13. Attachment G Responsibility Summary (Confidential)
14. Attachment H Propagation Study (Confidential)
15. Attachment I Support of Edge Computing (Confidential)
16. Attachment J Support of Real-time Applications (Confidential)
17. Attachment K-1 Statement of Work - AMI (Confidential)
18. Attachment K-2 Statement of Work - Electric Meter Exchange
19. Attachment K-3 Statement of Work Customer Portal (Confidential)
20. Attachment K-4 Statement of Work MDMS (Confidential)
21. Attachment K-5 Statement of Work – Street Light (Confidential)
22. Attachment L Statement of Work – MDMS (Confidential)
23. Attachment M Statement of Work – Customer Portal (Confidential)
24. Attachment N Reserved
25. Attachment O Reserved
26. Attachment P Reserved
27. Attachment Q Reserved
28. Attachment R Reserved
29. Attachment S-1 Reserved
30. Attachment S-2 SaaS Agreement (Confidential)
31. Attachment S-3 Support Agreement (Confidential)
32. Attachment S-4 Reserved
33. Attachment S-5 Premium Support Agreement (Confidential)

In the event of an ambiguity in the specifications, drawings, or other requirements of this Agreement, the Parties shall mutually determine the interpretation of such ambiguity., but

Purchaser's interpretation should be final, and Supplier should check with purchaser before proceeding.

2.46 Severability

Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Purchaser and Supplier who agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision, provided that such stricken clause is not material to the performance of this Agreement and neither Party is aggrieved by the omission of such clause or the reformation of this Agreement.

2.47 Amendment

Notwithstanding the requirements for Change Orders described above, this Agreement may not be changed, amended, modified, or released or discharged, in whole or in part, except by an instrument in writing referred to as an amendment to this Agreement signed by authorized Representatives of both Parties hereto.

2.48 Section Titles

The section and subsection names in this Agreement are only provided for convenience. In no way do the section and subsection names restrict the applicability of the requirements to the topic area given in the section or subsection name. For example, it is possible requirements under a section labeled "hardware" could include software requirements unrelated to the section or subsection title. Furthermore, it is possible that requirements listed under a particular section or subsection name are not all the requirements for that topic within this Agreement, as requirements on that topic may be listed in other sections, subsections or Attachments.

2.49 Nondiscrimination

The Supplier, and all those working under its jurisdiction, shall conform to labor laws of the state and all other laws, ordinances and legal requirements affecting the Work. Prior to starting work, the Supplier shall become familiar with local labor and trade conditions, skilled and unskilled, and shall conform to local conditions. Supplier hereby warrants and agrees that Supplier will not discriminate against any protected class in employment, subcontracting practices, or the solicitation or hiring of vendors, suppliers, or commercial customers in connection with this Agreement. For the purposes of this Agreement "protected class" includes age, race, religious belief or non-belief, ethnicity, color, national origin, creed, sex, sexual orientation, gender identity, marital status, natural hair style, genetic information, pregnancy, familial status, disability, veteran or military status, disabled veteran status, or any other class protected by Texas or Federal law.

2.50 Survival

The rights and obligations of the Parties under this Agreement that would by their nature survive the expiration or termination of this Agreement, including but not limited to those pertaining to

further assurances, confidentiality, applicable laws and courts, safety and compliance with codes and other laws, warranty, indemnification, insurance, limitations of liability, and severability shall survive the expiration or termination of this Agreement.

In witness whereof, the Parties have, by their duly authorized Representatives, executed this Agreement on the date(s) indicated below.

City of Georgetown

By:_____

Print Name:_____

Title: _____

Date:_____

Landis+Gyr Technology, Inc.

By:_____

Print Name: Jay Lasseter

Title: VP Customer Delivery

Date: 09/11/2026

Landis+Gyr Technology, Inc.

By:_____

Print Name: Blake Miskin

Title: VP Global Accounting & Finance Operations

Date: 09/11/2026

John Styslinger

AMI System Master Agreement between City of Georgetown and Landis+Gyr Technology, Inc.

Non Confidential Attachments

Attachment D-1
Electric AMI Initial System Acceptance Test (ISAT)
Test Procedure

Supplier accepts the AMI Initial System Acceptance Test as a starting point but notes that any issues that arise during planning and initial deployment may require mutually acceptable changes or additions to the testing process.

Test	Activity	Overview	Procedure
1.	Test meter endpoints in the field.	Using a field handheld tool or device, verify communications with 50 polyphase electric, and 50 residential meters.	Connect to the meter with the field device. Verify a reading of kwh and demand can be retrieved. Verify diagnostic information from the AMI network can also be retrieved.
2.	N/A	N/A	N/A
3.	Test meter demand reset from AMI software.	Verify peak demand can be reset from the software system and the peak demand is read and stored.	Reset the current demand from the office. Confirm the current demand reading is set to zero and the current demand reading has been moved to the 'peak' or 'frozen' register in the meter.
4.	Test meters with electric endpoints capable of remote disconnect through the AMI software.	Using the AMI software, verify with 5 residential meters a disconnect and reconnect can be performed.	Send the meter the command to open the disconnect. Confirm and verify the disconnect action has completed through confirmation messages. Once verified, send a reconnect message. Confirm the meter has reconnected service.
5.	Test meters with electric endpoints capable of remote disconnect through the field tool.	Using a field handheld tool or device, verify with 5 residential meters a disconnect can be performed.	Connect to the meter with the field device and/or optical port. Confirm a successful disconnect and reconnect can be performed onsite.
6.	Test meter/module configurability for polyphase electric meters.	Verify meter parameters (recording and reporting intervals) can be changed 'over-the-air' from the AMI software system. Must be able to configure and re-configure items such as Sag/Swell alarms, TOU programs, or meter collecting/reporting intervals.	Using 50 - 100 installed Polyphase meters on the system. Alter the reporting and recording intervals and confirm the change. Setup status, events, and alarms. Confirm these status and event changes. All changes and updates must be done from the office through the software system.

Test	Activity	Overview	Procedure
7.	Test meter/module configurability for single phase electric meters.	Verify meter parameters (recording and reporting intervals) can be changed 'over-the-air' from the AMI software system. Must be able to configure and re-configure items such as: meter collecting/reporting intervals.	Using 50 – 100 installed residential meters on the system. Alter the reporting and recording intervals and confirm the change. Setup status, events, and alarms. Confirm these status and event changes. All changes and updates must be done from the office through the software system.
8.	Test streetlight off/on capabilities.	Verify ability of off/on capabilities via AMI headend and photocell control.	With at least 5 street light controllers test ability to manually turn light off and on. Also confirm photocell operation by covering and removing photocell.
9.	Test meter/module alarms and events for electric meters.	Verify any alarms and events can be sent to the AMI software system and then notifies users when a meter (up to 50 meters) has reported in an alarm/event.	Example: Remove a meter from the socket and re-install upside down. This should prompt a reverse flow alarm. Confirm the meter continues to accumulate kwh into the meter's forward register. The meter should not be setup for net-metering or reverse flow otherwise the meter will not send in the alarm. Or other similar tests.
10.	Test ability to clear meter/module alarms and events for electric meters.	Verify any alarms and events can be cleared in AMI software system and then notifies users when a meter (up to 50 meters) has cleared the alarm/event.	Confirm alarm cleared after action in #9 is removed.
11.	Test Communications to Data Collectors from the office.	Verify all AMI network equipment is accessible through the AMI software system. Verify communications and all other available data is being received.	Using the AMI software head end, verify communications to the AMI network equipment (collection points and repeaters) are up. Verify network health, communication statistics, system specs, and all other available information is being collected.
12.	Confirm the AMI system is reading multiple channels from all electric meters.	Verify the AMI system is collecting multiple interval channels and are being collected for each type of electric meter in service.	Through a schedule reading and an ad-hoc read using the AMI software system, verify the system is collecting and displaying correct data from multiple channels. Using the AMI software, visually confirm the data and run a report containing the same information. Confirm the data is collected. Verify the data is correct by downloading the data physically at the meter.
13.	Verify the AMI system is setup to bring back the correct requested data fields for C&I meters.	Verify for 50 polyphase electric meters the correct register data is being recorded and reported.	Through a schedule reading and an ad-hoc read using the AMI software system, at the same time an employee performs a manual reading at the meter through the optical data port. Verify the readings match for multiple channels.

Test	Activity	Overview	Procedure
14.	Verify the AMI system is setup to bring back the correct requested data fields for residential electric meters.	Verify for 50 residential electric meters the correct register data is being recorded and reported.	Through a schedule reading and an ad-hoc read using the AMI software system, at the same time an employee performs a manual reading at the meter through the optical data port. Verify the readings match for multiple channels.
15.	N/A	N/A	N/A
16.	Verify the AMI system can perform ad-hoc or on-demand electric meter reads.	Perform an on-demand read using the AMI software.	Initiate an on-demand or ad-hoc reading from the AMI software system. Verify the AMI system collects the data and displays it for the user.
17.	Confirm no manual initiation of data transfer required.	No data integration shall require a manual process to initiate a data transfer	Verify that all data exchanges are a scheduled flat file or a real time exchange.
18.	Verify the AMI system is providing a back fill of missing/missed readings.	Verify data gap filling is being performed by the AMI software/Collection points.	Disconnect a collection point for 12 - 24 hours (making sure all backup power is also removed). Energize the collection point and verify the missing data readings have been collected. Verify using AMI software reporting tools.
19.	Receive a minimum of 98 percent daily reads from all Available Meter Locations by 8 AM local time.	Confirm the AMI system is collecting and reading billing reads for 98 percent of all available meters joined in the network by 8AM local time	Generate an AMI software reading data collection statistics report and confirm through a billing file export that all meters have a billing register reading per requirement.
20.	The system is collecting billing data in a two-day period on all installed and network joined meters.	Confirm the AMI system is collecting a usable billing read (at least one valid read within a 2-day period)	Generate an AMI software reading data collection statistics report and confirm through a billing file export that all meters have a billing register reading within the last 2 days.
21.	Data exchanged between the AMI and CIS is successful.	Verify all data collected and required to be exchanged between the AMI software and the existing CIS is correct, processed, and fully executing without issue or data loss.	Confirm the appropriate interface between the AMI software system and CIS is successful. This could be flat file, MultiSpeak, an API, or other method combinations. Confirm the interface(s) are exchanging data from the AMI into the CIS and vice versa.

Test	Activity	Overview	Procedure
22.	Data exchanged between the AMI and Engineering Analysis is successful.	Verify all data collected and required to be exchanged between the AMI software and the existing CIS is correct, processed, and fully executing without issue or data loss.	Confirm the appropriate interface between the AMI software system and EA is successful. This could be flat file, MultiSpeak, an API, or other method combinations. Confirm the interface(s) are exchanging data from the AMI into the EA and vice versa.
23.	Data exchanged between the AMI and GIS is successful.	Verify all data collected and required to be exchanged between the AMI software and the existing CIS is correct, processed, and fully executing without issue or data loss.	Confirm the appropriate interface between the AMI software system and GIS is successful. This could be flat file, MultiSpeak, an API, or other method combinations. Confirm the interface(s) are exchanging data from the AMI into the GIS and vice versa.
24.	Confirm the AMI system network is capable of 'self-healing.'	Confirm all end points change and report all data when the primary path/Base Station is no longer working.	For this, multiple collection points in the same general area must be installed and communicating. Through the AMI software, confirm all the end points registered to "Base Station 1". Remove "Base Station 1" from power (and backup power) for 24 – 48 hours, note the time and date "Base Station 1" was removed from service. Verify all end points have successfully found a new primary path back to a different Base Station and all data from the meters are being collected normally. Energize "Base Station 1". Note which meters change their primary path again.
25.	Electric outage detection and restore messages	Remove a random sample of meters (up to 50) or remove the power source to a meter to simulate an outage. Verify the outage message and the restore message is received at the AMI software system.	Remove power or meters completely from service (do not remove the meter from the vicinity). Give the meter 5 minutes to ensure the meter has registered the outage. During this time, the meter should send in the outage message, verify after 5 mins the message has been sent. Restore power to the meter and verify the restore and outage message has been received at the AMI software system. Run an outage report for the all the meters. Verify a date and timestamp are given with the outage and restore message. Verify these timestamps are correct.
26.	Collector outage back up power failover	Remove a Base Station from its primary power source and allow to failover to the UPS battery. Do not remove communications. Verify the collection point continues to collect data and send in a power loss/battery alarm message.	Remove a collection point from its primary power source for at least 4 hours and is now running on a battery backup or a UPS. Verify in the AMI software a power alarm/event or battery alarm/event is sent, and that data is still being collected. Re-energize the collection point.

Test	Activity	Overview	Procedure
27.	Setup specific login groups (member service, admin, etc.) and verify login permissions on set correctly.	Confirm all setup groups and users in those groups have the correct log in permissions for their roles. Verify new users and groups can be created and assigned.	Create user logins and groups. Verify each group has their own specific roles. Verify there are no generic users or shared logins.
28.	Verify meters on the system can collect 15 min data intervals and report in data.	Verify all meters in phase I electric meters can collect 15 min data intervals for kWh, voltage profile, and demand profile. Data must be reported at a minimum, every 4 hours.	Run the meters on the system at 15 min intervals for 10 full days. Confirm 99.9% of all intervals from a given meter are being collected and reported. Confirm all billing readings are obtained in a rolling 2-day period. Return the meter configurations back to their default settings (if needed). Confirm the changes have taken place. Confirm the meters are reporting in default data intervals and billing meet above requirements.
29.	Verify EIC ability to accept a OTA firmware upgrade and reset to default settings	Verify firmware upgrade and reset for at least 5 meters	Test requirements of Section 2.22.2 of the Agreement

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Test Results

Test	Activity	Pass	Fail	Date	Individual(s) Initials
1.	Test meter endpoints in the field.				
2.	N/A				
3.	Test meter demand reset from AMI software.				
4.	Test meters with electric endpoints capable of remote disconnect through the AMI software.				
5.	Test meters with electric endpoints capable of remote disconnect through the field tool.				
6.	Test meter/module configurability for polyphase electric meters.				
7.	Test meter/module configurability for single phase electric meters.				
8.	Test streetlight off/on capabilities.				
9.	Test meter/module alarms and events for electric meters.				
10.	Test ability to clear meter/module alarms and events for electric meters.				
11.	Test Communications to Data Collectors from the office.				
12.	Confirm the AMI system is reading multiple channels from all electric meters.				
13.	Verify the AMI system is setup to bring back the correct requested data fields for C&I meters.				
14.	Verify the AMI system is setup to bring back the correct requested data fields for residential electric meters.				
15.	N/A				
16.	Verify the AMI system can perform ad-hoc or on-demand electric meter reads.				
17.	Confirm no manual initiation of data transfer required.				

Test	Activity	Pass	Fail	Date	Individual(s) Initials
18.	Verify the AMI system is providing a back fill of missing/missed readings.				
19.	The system is reading all endpoints at or above the required 99.5 percent read rate on all installed and network joined endpoints.				
20.	The system is collecting 99.5 percent of billing data in a three-day period on all installed and network joined meters.				
21.	Data exchanged between the AMI and CIS is successful.				
22.	Data exchanged between the AMI and Engineering Analysis is successful.				
23.	Data exchanged between the AMI and GIS is successful.				
24.	Confirm the AMI system network is capable of 'self-healing.'				
25.	Electric outage detection and restore messages				
26.	Collector outage back up power failover				
27.	Setup specific login groups (member service, admin, etc.) and verify login permissions on set correctly.				
28.	Verify meters on the system can collect 15 min data intervals and report in data.				
29.	Verify EIC ability to accept a OTA firmware upgrade and reset to default settings				

ISAT shall not be accepted until network and AMI software are deemed stable by Purchaser (no headend resets for at least 3 months).

As part of the ISAT and FSAT, the Parties shall review and update the "Implementation Punch List" mutually developed and agreed upon during the implementation and mutually prepare a "Final Punch List."

Attachment E-1: Electric AMI Final System Acceptance Test Test Procedure

Supplier accepts the AMI Final System Acceptance Test as a starting point but notes that any issues that arise during planning and initial deployment may require mutually acceptable changes or additions to the testing process.

Test	Activity	Overview	Procedure
1.	Test meter endpoints in the field.	Using a field handheld tool or device, verify communications with 10 - 20 polyphase electric, and 25-50 residential meters.	Connect to the meter with the field device. Verify a reading of kwh and demand can be retrieved. Verify diagnostic information from the AMI network can also be retrieved.
2.	N/A		
3.	Test meter demand reset from AMI software.	Verify peak demand can be reset from the software system and the peak demand is read and stored.	Reset the current demand from the office. Confirm the current demand reading is set to zero and the current demand reading has been moved to the 'peak' or 'frozen' register in the meter. Note this is done on production devices - use caution or waive
4.	Test meters with electric endpoints capable of remote disconnect through the AMI software.	Using the AMI software, verify with 5 residential meters a disconnect and reconnect can be performed.	Send the meter the command to open the disconnect. Confirm and verify the disconnect action has completed through confirmation messages. Once verified, send a reconnect message. Confirm the meter has reconnected service.
5.	Test meters with electric endpoints capable of remote disconnect through the field tool.	Using a field handheld tool or device, verify with 25-50 residential meters a disconnect can be performed.	Connect to the meter with the field device and/or optical port. Confirm a successful disconnect and reconnect can be performed onsite.
6.	Test meter/module configurability for polyphase electric meters.	Verify meter parameters (recording and reporting intervals) can be changed 'over-the-air' from the AMI software system. Must be able to configure and re-configure items such as; Sag/Swell alarms, TOU programs, or meter collecting/reporting intervals.	Using 10-20 installed Polyphase meters on the system. Alter the reporting and recording intervals and confirm the change. Setup status, events, and alarms. Confirm these status and event changes. All changes and updates must be done from the office through the software system. Note this is done on production devices - use caution or waive

Test	Activity	Overview	Procedure
7.	Test meter/module configurability for single phase electric meters.	Verify meter parameters (recording and reporting intervals) can be changed 'over-the-air' from the AMI software system. Must be able to configure and re-configure items such as: meter collecting/reporting intervals.	Using 25-50 installed residential meters on the system. Alter the reporting and recording intervals and confirm the change. Setup status, events, and alarms. Confirm these status and event changes. All changes and updates must be done from the office through the software system. Note this is done on production devices - use caution or waive
8.	Test streetlight off/on capabilities.	Verify ability of off/on capabilities via AMI headend and photocell control.	With at least 10 street light controllers test ability to manually turn light off and on. Also confirm photocell operation by covering and removing photocell.
9.	Test meter/module alarms and events for electric meters.	Verify any alarms and events can be sent to the AMI software system and then notifies users when a meter (up to 25 meters) has reported in an alarm/event.	Such as: Remove a meter from the socket and re-install upside down. This should prompt a reverse flow alarm. Confirm the meter continues to accumulate kwh into the meter's forward register. The meter should not be setup for net-metering or reverse flow otherwise the meter will not send in the alarm. Or other similar tests.
10.	Test ability to clear meter/module alarms and events for electric meters.	Verify any alarms and events can be cleared in AMI software system and then notifies users when a meter (up to 50 meters) has cleared the alarm/event.	Confirm alarm cleared after action in #9 is removed.
11.	Test Communications to Data Collectors from the office.	Verify all AMI network equipment is accessible through the AMI software system. Verify communications and all other available data is being received.	Using the AMI software head end, verify communications to the AMI network equipment (collection points and repeaters) are up. Verify network health, communication statistics, system specs, and all other available information is being collected.
12.	Confirm the AMI system is reading multiple channels from all electric meters.	Verify the AMI system is collecting multiple interval channels and are being collected for each type of electric meter in service.	Through a schedule reading and an ad-hoc read using the AMI software system, verify the system is collecting and displaying correct data from multiple channels. Using the AMI software, visually confirm the data and run a report containing the same information. Confirm the data is collected. Verify the data is correct by downloading the data physically at the meter.
13.	Verify the AMI system is setup to bring back the correct requested data fields for C&I meters.	Verify for 10-20 polyphase electric meters the correct register data is being recorded and reported.	Through a schedule reading and an ad-hoc read using the AMI software system, at the same time an employee performs a manual reading at the meter through the optical data port. Verify the readings match for multiple channels.

Test	Activity	Overview	Procedure
14.	Verify the AMI system is setup to bring back the correct requested data fields for residential electric meters.	Verify for 25-50 residential electric meters the correct register data is being recorded and reported.	Through a schedule reading and an ad-hoc read using the AMI software system, at the same time an employee performs a manual reading at the meter through the optical data port. Verify the readings match for multiple channels.
15.	N/A		
16.	Verify the AMI system can perform ad-hoc or on-demand electric meter reads.	Perform an on-demand read using the AMI software.	Initiate an on-demand or ad-hoc reading from the AMI software system. Verify the AMI system collects the data and displays it for the user.
17.	Confirm no manual initiation of data transfer required.	No data integration shall require a manual process to initiate a data transfer	Verify that all data exchanges are a scheduled flat file or a real time exchange.
18.	Verify the AMI system is providing a back fill of missing/missed readings.	Verify data gap filling is being performed by the AMI software/Collection points.	Disconnect a collection point backhaul for 12 - 24 hours. Reconnect the collection point backhaul and verify the missing data readings have been collected. Verify using AMI software reporting tools.
19.	Receive a minimum of 98 percent daily reads from all Available Meter Locations by 8 AM local time.	Confirm the AMI system is collecting and reading billing reads for 98 percent of all available meters joined in the network by 8AM local time	Generate an AMI software reading data collection statistics report and confirm through a billing file export that all meters have a billing register reading per requirement.
20.	The system is collecting billing data in a two-day period on all installed and network joined meters.	Confirm the AMI system is collecting a usable billing read (at least one valid read within a 2-day period)	Generate an AMI software reading data collection statistics report and confirm through a billing file export that all meters have a billing register reading within the last 2 days.
21.	Data exchanged between the AMI and CIS is successful.	Verify all data collected and required to be exchanged between the AMI software and the existing CIS is correct, processed, and fully executing without issue or data loss.	Confirm the appropriate interface between the AMI software system and CIS is successful. This could be flat file, MultiSpeak, an API, or other method combinations. Confirm the interface(s) are exchanging data from the AMI into the CIS and vice versa.

Test	Activity	Overview	Procedure
22.	Data exchanged between the AMI and Engineering Analysis is successful.	Verify all data collected and required to be exchanged between the AMI software and the existing CIS is correct, processed, and fully executing without issue or data loss.	Confirm the appropriate interface between the AMI software system and EA is successful. This could be flat file, MultiSpeak, an API, or other method combinations. Confirm the interface(s) are exchanging data from the AMI into the EA and vice versa.
23.	Data exchanged between the AMI and GIS is successful.	Verify all data collected and required to be exchanged between the AMI software and the existing CIS is correct, processed, and fully executing without issue or data loss.	Confirm the appropriate interface between the AMI software system and GIS is successful. This could be flat file, MultiSpeak, an API, or other method combinations. Confirm the interface(s) are exchanging data from the AMI into the GIS and vice versa.
24.	Confirm the AMI system network is capable of 'self-healing.'	Confirm all end points change and report all data when the primary path/Collector is no longer working.	For this, multiple collection points in the same general area must be installed and communicating. Through the AMI software, confirm all the end points registered to "Collector1." Remove "Collector 1" from power (and backup power) for 24 – 48 hours, note the time and date "Collector 1" was removed from service. Verify all end points have successfully found a new primary path back to a different Collector and all data from the meters are being collected normally. Energize "Collector 1." Note which meters change their primary path again.
25.	Electric outage detection and restore messages	Remove a random sample of meters (up to 50) or remove the power source to a meter to simulate an outage. Verify the outage message and the restore message is received at the AMI software system.	Remove power or meters completely from service (do not remove the meter from the vicinity). Give the meter 5 minutes to ensure the meter has registered the outage. During this time, the meter should send in the outage message, verify after 5 mins the message has been sent. Restore power to the meter and verify the restore and outage message has been received at the AMI software system. Run an outage report for the all the meters. Verify a date and timestamp are given with the outage and restore message. Verify these timestamps are correct. Note this is done on production devices - use caution or waive
26.	Collector outage back up power failover	Remove a Base Station from its primary power source and allow to failover to the UPS battery. Do not remove communications. Verify the collection point continues to collect data and send in a power loss/battery alarm message.	Remove a collection point from its primary power source for at least 4 hours and is now running on a battery backup or a UPS. Verify in the AMI software a power alarm/event or battery alarm/event is sent, and that data is still being collected. Re-energize the collection point.

Test	Activity	Overview	Procedure
27.	Setup specific login groups (member service, admin, etc.) and verify login permissions on set correctly.	Confirm all setup groups and users in those groups have the correct log in permissions for their roles. Verify new users and groups can be created and assigned.	Create user logins and groups. Verify each group has their own specific roles. Verify there are no generic users or shared logins.
28.	Verify meters on the system can collect 15 min data intervals and report in data.	Verify meters in phase II electric meters can collect 15 min data intervals for kWh, voltage profile, and demand profile. Data must be reported at a minimum, every 4 hours.	Run the meters on the system at 15 min intervals for 7 full days. Confirm the data is being collected and reported by 99.5% of all meters. Confirm the billing readings remain at 99.5% in a rolling 2-day period. Return the meter configurations back to their default settings (if needed). Confirm the changes have taken place. Confirm the meters are reporting in default data intervals at 98.5% success and billing readings remain at 99.5% in a rolling 2-day period.
29.	Verify EIC ability to accept a OTA firmware upgrade and reset to default settings	Verify firmware upgrade and reset for at least 5 meters	Test requirements of Section 2.22.2 of the Agreement
30.	Configure meters per Coverage and Network Commitments (See the Master Agreement and description listed below)	See description below.	After 10 days of operation, at least 99.9 percent of all interval channels from a given meter shall be obtained within the above interval recording and reporting cycles. In addition, review and update the "Implementation Punch List" mutually developed and agreed upon during the implementation.
31.	N/A		

FSAT shall not be accepted until network and AMI software are deemed stable by Purchaser (no headend resets for at least 3 months).

Item 30 Overview: Following successful testing for items 1 to 29 above and after Supplier has completed any required network optimization and upon Supplier or its installation contractor completing installation of at least 95 percent of Available Meter Locations and in a condition to allow a new meter install (socket condition, etc.) Supplier shall configure the network to support RF coverage and bandwidth capabilities as follows:

- Single Phase Meter Configuration
  - 75 percent of the single-phase meters reporting (6) channels of 15-minute interval data at least every 4 hours. This is addition to the daily report, disconnect and reconnect, alarms and events.
  - The remaining 25 percent of the single-phase meters reporting (6) channels of 15-minute interval data at least every 15 minutes. This is in addition to the daily report,

disconnect and reconnect, alarms and events.

- Socket-based Polyphase Meter Configuration
  - 75 percent of the socket-based polyphase meters reporting (16) channels of 15-minute interval data at least every 4 hours. This is in addition to the daily report, and alarms and events.
  - The remaining 25 percent of the socket-based polyphase meters reporting (16) channels of 15-minute interval data at least every 15 minutes. This is in addition to the daily report, and alarms and events.
- Transformer-based Polyphase Meter Configuration
  - 75 percent of all transformer-based polyphase meters reporting (16) channels of 15-minute interval data at least every hour. This is in addition to the daily report, and alarms and events.
  - The remaining 25 percent of all transformer-based polyphase meters reporting (16) channels of 5-minute interval data at least every 15 minutes. This is in addition to the daily report, and alarms and events.

After 10 days of operation, at least 99.9 percent of all interval channels from a given meter shall be obtained within the above interval recording and reporting cycles. In addition, the Parties shall review and update the "Implementation Punch List" mutually developed and agreed upon during the implementation and mutually prepare a "Final Punch List."

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Test Results

Test	Activity	Pass	Fail	Date	Individual(s) Initials
1.	Test meter endpoints in the field.				
2.	N/A				
3.	Test meter demand reset from AMI software.				
4.	Test meters with electric endpoints capable of remote disconnect through the AMI software.				
5.	Test meters with electric endpoints capable of remote disconnect through the field tool.				
6.	Test meter/module configurability for polyphase electric meters.				
7.	Test meter/module configurability for single phase electric meters.				
8.	Test streetlight off/on capabilities.				
9.	Test meter/module alarms and events for electric meters.				
10.	Test ability to clear meter/module alarms and events for electric meters.				
11.	Test Communications to Data Collectors from the office.				
12.	Confirm the AMI system is reading multiple channels from all electric meters.				
13.	Verify the AMI system is setup to bring back the correct requested data fields for C&I meters.				
14.	Verify the AMI system is setup to bring back the correct requested data fields for residential electric meters.				
15.	N/A				
16.	Verify the AMI system can perform ad-hoc or on-demand electric meter reads.				
17.	Confirm no manual initiation of data transfer required.				
18.	Verify the AMI system is providing a back fill of missing/missed readings.				

Test	Activity	Pass	Fail	Date	Individual(s) Initials
19.	The system is reading all endpoints at or above the required 99.5% read rate on all installed and network joined endpoints.				
20.	The system is collecting 99.5% of billing data in a three-day period on all installed and network joined meters.				
21.	Data exchanged between the AMI and CIS is successful.				
22.	Data exchanged between the AMI and Engineering Analysis is successful.				
23.	Data exchanged between the AMI and GIS is successful.				
24.	Confirm the AMI system network is capable of 'self-healing.'				
25.	Electric outage detection and restore messages				
26.	Collector outage back up power failover				
27.	Setup specific login groups (member service, admin, etc.) and verify login permissions on set correctly.				
28.	Verify meters on the system can collect 15 min data intervals and report in data.				
29.	Verify EIC ability to accept a OTA firmware upgrade and reset to default settings				
30.	Configure meters per Coverage and Network Commitments (See the Master Agreement and description listed below)				
31.	N/A				

Attachment E-3: Customer Portal System Acceptance Test Test Procedure

Supplier accepts the System Acceptance Test as a starting point but notes that any issues that arise during planning and initial deployment may require mutually acceptable changes or additions to the testing process.

Test	Activity	Overview	Procedure
1.	Endpoints are loaded correctly into the system.	Confirm the endpoints are uploaded from the CIS into the customer portal and are available for display.	Perform a daily or other time framed data sync from the CIS to the Customer portal. This can be performed on 5 – 10 accounts. Confirm the information displayed and loaded from the CIS matches that in the Customer Portal.
2.	Endpoints the MDMS is reading match in the software.	Confirm the endpoint data is uploaded from the MDMS into the customer portal and is available for display. Confirm this matches the most recent reading provided by the MDMS.	Perform a daily or other time framed data sync from the MDMS system to the Customer portal. This can be performed on 5 – 10 accounts/endpoints. Confirm the endpoint reading retrieved from the MDM system and matches that in the Customer Portal.
3.	Customer information is correct and valid.	Confirm the endpoint data is uploaded from the AMI into the customer portal and is available for display. Confirm this also matches the data from the CIS.	Perform a daily or other time framed data sync from the AMI system to the Customer portal. This can be performed on 5 – 10 accounts/endpoints. Confirm the information displayed and loaded from the AMI matches that in the Customer Portal and CIS.
4.	Meter exchanges or change outs are automatically updated nightly in the system	Confirm the CIS, AMI, and Customer Portal are able to process a meter exchange/ meter change out. This is automated and little to no human intervention is needed.	Initiate a meter change out from the CIS on 5 – 10 endpoints. The Customer Portal must auto-update the new meter information while retaining the old account information, meter readings, and data. Check morning after exchange is completed,
5.	System displays usage overtime.	Confirm the system is properly displaying usage and load profile information.	Using 5 residential and 5 C&I accounts. Verify the customer portal is able to properly display the AMI interval data provided. The profile data can be multiple channels; such as kWh usage per interval and/or load profile.
6.	System displays usage overlayed with temperature	Confirm the system is properly displaying usage overlayed with current and historical temperature information.	Using 5 residential and 5 C&I accounts. Confirm the account page is able to toggle on and off the current and historical temperature while overlayed with the usage readings.
7.	System displays load profile data overlayed with temperature	Confirm the system is properly displaying load profile overlayed with current and historical temperature information.	Using 5 residential and 5 C&I accounts. Confirm the account page is able to toggle on and off the current and historical temperature while overlayed with the load profile readings.

Test	Activity	Overview	Procedure
8.	System is able to display and overlay readings with weather data.	Confirm the system is properly displaying other current and historical weather information. Such as, high/low temp., humidity, wind chill, etc.	Using 5 residential and 5 C&I accounts. Confirm the account page is able to toggle on and off the current and historical weather data while overlayed with the user chosen meter data. Weather data is considered to be: high and low daily temperature, daily/weekly/monthly average temp., current and historical humidity, current and historical wind chill, and other pertinent information.
9.	Endpoint readings and graphs must scale based on filtering and input selections.	On the account/endpoint display page, the data graphics must adjust and scale correctly as the user inputs different data view filters and information drill downs (daily, monthly, hourly, etc.). Must also adjust to customized billing service dates.	Using 5 – 10 accounts, verify the display and graphics auto adjust and scale based on the filtering choices. The screen must present the data in yearly, monthly, weekly, daily, hourly, sub-hourly break downs and automatically display these view changes to the user. Also confirm support of customized billing service dates.
10.	System is able to display multiple meters/accounts on a single log-in.	On accounts/services with more than one meter assigned to their account, the system must support the ability to display the readings without having to change account logins.	Using an account with multiple meters under a single account name (landlord), the system must support the ability to view all the accounts, usage, load, demand, and other metrics with a single-sign-on user account.
11.	System supports a “customer view”.	The system has the ability for customer service or other utility representative to look up an account and switch to “customer view” to see what a customer sees.	Using 5 accounts, make sure the system can support a customer view. This would mimic or emulate the view a customer/consumer would see to help with troubleshooting over the phone or walking through a process.
12.	The system displays past bills	The account displays current bill amount, past due amounts	Using 5 – 10 accounts, verify the system displays the current bill due and amount (if any). Comparison to the CIS.
13.	Accounts are able to retrieve current and past months bills.	The account is able to display and make available a download copy of the current month and any past month up to 12 months.	Using 5 – 10 accounts, verify the system displays the current bill. Also verify the past 12 months of bills are available to view and download.
14.	The system can toggle the view between usage, demand, and dollar amount.	For a billing cycle the display can show current usage, the demand, or be toggled to show the account translated into dollars.	Using 5 residential and 5 C&I accounts. Verify the view can be toggled between showing current usage and demand as compared to the last bill. Verify this view can be changed or toggled to show the data in a current dollar amount due and as compared to last month. Note that the CP can toggle between usage at the billed unit and Dollars but can't switch between (Gallons, CCF, and Acre Feet etc.) The CP has a number of different ways to show bill amounts and usage but does not have a tool that will compare Bill A to Bill B directly.

Test	Activity	Overview	Procedure
15.	na	na	na
16.	Customer portal displays utility contact information for support.	The customer portal displays an ease to find utility contact page.	Verify the customer portal provides an easy to find utility contact page. This should include an email, phone number, and website.
17.	Software is configured and modified to Utility's "look and feel".	The customer portal has the ability to display the utility's logo, color scheme, and be configurable.	Verify the customer portal pages can be configured to match the Utility's color scheme, display the logo (with a link to the webpage), and other unique features.
18.	System can be configured to send reminders and email alerts.	The system can be configured to send out reminders for approaching bill due dates, unusual usage (up or down), and other account alerts and messages.	Using 5 – 10 accounts. Define and setup account level alerts. Test conditions and report generation. Confirm an email or text can be received.
19.	Confirm no manual initiation of data transfer required.	No data integration shall require a manual process to initiate a data transfer	Verify that all data exchanges are a scheduled flat file or a real time exchange.
20.	MDMS and Customer Portal are integrated and exchanging data.	Confirm the MDMS data and customer portal are integrated and able to exchange meter reading information, account information, and other like/similar data.	Confirm through accounts, reports, and log file generation the data from the MDM system is regularly and consistently being exchanged with the customer portal.

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Test Results

Test	Activity	Pass	Fail	Date	Individual(s) Initials
1.	Endpoints are loaded correctly into the system.				
2.	Endpoints the MDMS is reading match in the software.				
3.	Customer information is correct and valid.				
4.	Meter exchanges or change outs are automatically updated in the system				
5.	System displays usage overtime.				
6.	System displays usage overlayed with temperature				
7.	System displays load profile data overlayed with temperature				
8.	System is able to display and overlay readings with weather data.				
9.	Endpoint readings and graphs must scale based on filtering and input selections.				
10.	System is able to display multiple meters/accounts on a single log-in.				
11.	System supports a “customer view”.				
12.	The system displays past bills and a month over month bill comparison tool.				
13.	Accounts are able to retrieve current and past months bills.				
14.	The system can toggle the view between usage, demand, and dollar amount.				
15.	na				
16.	Customer portal displays utility contact information for support.				
17.	Software is configured and modified to Utility’s “look and feel”.				
18.	System can be configured to send reminders and email alerts.				

Test	Activity	Pass	Fail	Date	Individual(s) Initials
19.	Confirm no manual initiation of data transfer required.				
20.	MDMS and Customer Portal are integrated and exchanging data.				

Attachment K-2
Statement of Work (SOW) Electric Meter Exchange

This Attachment and its Exhibits outline the **Statement of Work (SOW)** for the Electric Meter Exchange agreement between the Contractor and the Purchaser.

This SOW is subject to the terms of the Agreement entered into between Supplier and the Purchaser (the "Agreement") and all related Attachments and Exhibits thereto, all which are incorporated herein by reference.

The Agreement contains a full list of definitions, including:

"**Agreement**" means the Master Agreement and all attachments, including this Attachment.

"**Consumer**" refers to resident or business receiving services from Purchaser

"Contractor" refers to the entity tasked with executing this scope of work under the hire and direction of the Supplier. The Supplier may use their staff or an authorized Contractor to fulfill the obligations outlined in the SOW. Regardless of the approach, the Supplier retains full accountability for their Contractors' actions, performance, and adherence to all terms of the Agreement.

"Final Punch List" is defined as a record of tasks, deficiencies, or unresolved issues identified during the project that shall be addressed prior to final project completion.

"Purchaser" or "City of Georgetown" refers to the City of Georgetown Texas.

"Supplier" refers to Landis+Gyr Technology, Inc. having a place of business at 30000 Mill Creek Avenue, Suite 100, Alpharetta, Georgia 30022

1 Overview

The electric meter exchange includes the removal of existing Purchaser electric meters, the installation of AMI-equipped electric meters, and disposal of removed meters. In addition, for residential and small commercial sites, audit site for any undocumented electric meters

Estimated meter forms and quantities are listed in Attachment B Pricing Schedule and Bill of Materials.

Contractor and Purchaser shall collaborate to establish the meter deployment plans for each area. Purchaser has final approval of deployment plans. Plans shall include the areas of deployment, timing of deployment, deployment activities by area, and other items required to coordinate deployment activities between the Parties. Exhibit C contains a map of the Purchaser service territory for reference.

The contractor shall implement a systematic auditing process to regularly review the work completed by field crews, ensuring adherence to project standards, regulatory requirements, and industry best practices. These audits shall encompass the following key areas, review of

completed meter exchanges to verify proper installation techniques, that meters are securely mounted, properly connected and free of visible defects, validation that site conditions meet safety and operational standards post installation, and randomized spot checks to assess installation accuracy and compliance with the established specifications.

Purchaser reserves the right to audit any field installations to ensure accuracy and compliance with the installation requirements and specifications outlined in this Attachment. Any issues identified during these audits as a result of improper meter installation shall be rectified by the Supplier and/or Contractor at no additional cost to the Purchaser. Any unresolved matters will be documented in the Final Punch List to be completed prior to the approval of the Initial System Acceptance Test (ISAT) and Final Acceptance Test (FSAT).

Please note we have indicated several optional tasks in Exhibit B. In Attachment B please include the pricing for these options.

2 General Requirements

The Supplier and Contractor are fully responsible for all work and services outlined in this Attachment and the Agreement, including meter exchange, regardless of whether the work is performed directly by the Supplier or its Contractor. Contractors may be engaged to assist with installation tasks under the Suppliers' supervision, with all work conducted safely, professionally, and in accordance with the requirements of this Attachment, the Agreement, and applicable laws and regulations. Both the Supplier and its Contractor shall possess the necessary qualifications and competencies to ensure that the work is completed efficiently and meets established standards.

This Attachment describes the general procedures and activities required for the electric meter exchange and installation process. It is the Supplier's responsibility, to complete and ensure all steps and actions necessary to activate the AMI meters, regardless of whether specific steps are explicitly detailed in this Attachment or the Agreement.

1. The Contractor shall possess the capability to integrate the Purchaser's CIS database files with its installation software seamlessly. Additionally, the Contractor is required to provide daily uploads of all completed work for review and record-keeping.

2. Supplier must audit meter exchanges to ensure accuracy and compliance with the installation requirements and specifications outlined in this Attachment.

3. Contractor shall complete meter exchanges in two phases.

   Phase 1(ISAT) consists of approximately 500 meters. Upon completion of Phase 1-meter exchanges, all Contractor meter exchanges will halt while Purchaser and Supplier tests and verifies data exchanges between applications (billing, other) and quality of Phase 1-meter exchanges.

   Phase 2 (FSAT) shall begin from the date of Phase 1 acceptance and authorization to proceed. Phase 2 cannot begin until the ISAT is completed and accepted. Phase 2 shall be completed within 18 months from Phase 2 start date or August 31, 2027 whichever is sooner.

4. Contractor shall remove any installer from the project that is found conducting a major safety violation.

5. The Supplier and Contractor shall not collect any money or bribes from Consumers and shall not accept any payment for services or energy furnished by Purchaser to its Consumers or any other person. Cause for immediate termination from the contract and project.

6. Supplier and Contractor are solely responsible for the training and safety of all Contractor personnel (including Contractors).

7. Contractor is responsible for providing all tools and equipment (e.g., wrenches, screw drivers, socket jaw testers, etc.) necessary to perform the work outlined in the Statement of Work (SOW). This includes initial equipment provisions and replacement of worn and or lost equipment throughout the deployment.

8. Supplier is providing the AMI meters and nodes and is responsible for all other material and supplies for the meter exchange and AMI node installation unless noted otherwise.

9. The Contractor shall obtain and maintain all necessary state and local licenses required to legally perform the work. It is the Contractor's responsibility to ensure compliance with all applicable regulations throughout the duration of the project.

10. Contractor shall maintain responsibility for always ensuring safety. If the Purchaser determines that the Contractor is not meeting proper safety standards and fails to correct the deficiencies in a timely manner, the Purchaser reserves the right to consider this a breach of contract. In such cases, the Purchaser may halt all work or terminate the installation contract. Additionally, the Installer is obligated to cease work if safety concerns arise.

11. Contractor shall assign an onsite installation Project Manager to this project that will schedule resources, manage data, and function as a liaison with the Supplier and Purchaser for issues as they arise.

12. Personnel Background Screening:

    The Contractor shall conduct a criminal history background check on all personnel to assess their qualifications for working at Consumer locations, electric utility equipment sites, or service locations. Background checks shall be completed prior to any personnel commencing work. The Contractor is solely responsible for managing the background check process and covering all associated costs.

    At a minimum, all background checks shall include the following screenings:

    - Motor Vehicle Record (MVR) check
    - Nationwide criminal background check
    - Sexual offender registry check
    - 7-panel drug test

    The Contractor shall provide and maintain a current list of all personnel performing services under this Agreement, including each personnel's full name, date of birth, driver's license number, or other relevant identification number(s). Any newly assigned personnel shall be reported to the Purchaser's project contact immediately, with their details clearly identified as an update to the initial list. All Contractor personnel involved in services under this Agreement are subject to the security clearance requirements established by the Purchaser.

a. Any personnel, employees, or representatives of the Contractor who has a felony criminal history, is under criminal indictment, or has pending criminal charges is strictly prohibited from performing work or services related to this SOW or Agreement.

b. If the Contractor fails to promptly address any security breaches related to its personnel or operations, the Purchaser reserves the right to terminate the SOW or Agreement at any time.

13. Crew training and requirements

a. All personnel shall have proof of completing recent (within the last 18 months) Consumer contact training (how to deal with residents and businesses during meter swap-out and installation) and safety training.

b. Contractor shall work with the Purchaser to develop scripts, forms, and informational fliers for various situations during Consumer contact.

c. All personnel shall have training on the chosen AMI vendor's meter exchange requirements, hardware, software, and methodology of system.

d. Contractor shall ensure that all personnel exchanging any meter has proper training on the meter form, class, and configuration for the installation. Contractor shall provide documentation that training has been completed.

14. Appearance of Equipment/Personnel

a. The appearance of all vehicles, trailers, maintenance equipment and personnel are important to the Purchaser. Contractor personnel are seen on a regular basis and may be perceived as representatives of the Purchaser by citizens. All equipment and personnel shall be maintained in a professional manner.

b. All vehicles used in completed this SOW shall be clearly marked on each side of the vehicle with Contractor's name. Purchaser may also require Contractor to display Purchaser-provided vehicle signage.

c. Contractor shall ensure that all equipment is operated in a safe manner so as not to create a public and/or safety hazard.

d. All vehicles must be in sound mechanical condition and have a professional appearance (No rust buckets).

e. Contractor personnel shall work in professional attire. Contractor personnel shall be in clothing (shirts) identifying the company they represent, and shall have a Contractor issued photo ID. This is critical due to being on Consumer and private property premises on a frequent basis.

f. The Purchaser may perform periodic inspections of maintenance equipment and personnel.

g. At no time and under no circumstances shall Supplier, Contractor, or Contractor personnel represent themselves as personnel or agents of the Purchaser.

15. Contractor shall provide all Personal Protection Equipment (PPE) needed to perform the work, including but not limited to gloves, hard hats, eye wear, fire retardant clothing, etc. Contractor shall perform ongoing inspection, maintenance, and replacement, as needed, of PPE. See Exhibit A for additional detail.

16. Each crew shall have a crew foreman who speaks English and is able to read and write in English and able to fluently communicate with Purchaser, Consumers, citizens, and property owner personnel concerning work.

17. All installation personal shall speak English and are able to read and write in English.

18. At the completion of the meter exchange Contractor will provide full transactional data file in a mutually agreed upon database format (Access, other)

19. The data file provided after each installation shall be provided by Contractor to the Purchaser for download into the Purchaser's systems. A Contractor shall provide the file at least once per week. At minimum, the file shall include all data specified in this SOW including:

    a. Consumer address, meter register number and AMI serial number.

    b. Meter Number, Multiplier (if other than 1), Form, Class, and volts.

    c. Digital site photos of

        i. New seal number

        ii. Pre-installation site (meter and surrounding area)

        iii. Suspected meter bypass for theft (if relevant)

        iv. Legacy meter, including meter face and the register readings shown.

        v. Empty meter base/socket (if issue is seen).

        vi. New meter, including meter face and both sides, while in service, close-up with meter reading clearly visible

        vii. Post-installation site (meter and surrounding area)

        viii. Suspected undocumented meters - For single-phase meters serving residential and small commercial consumers, the contractor must investigate and document cases where meters appear to be unregistered, missing from official records, or improperly installed.

    d. Results of meter audit for single phase meters serving residential and small commercial consumers. The meter audit process for single-phase meters must yield clear, actionable results to ensure accuracy, compliance, and reliability in billing and data management.

    e. Time-stamped GPS coordinates with a minimum 11-meter accuracy required.

    f. Old meter number and serial number

g. Old and new meter readings.

20. Installation hours: All meter exchanges shall occur between 7:30 AM – 5:00 PM local time. No work at a Consumer site shall occur on a holiday, Saturday, Sunday, or outside the specified day/times unless it is an emergency or pre-approved by the Purchaser project manager.

21. Contractor will provide a toll-free number for Consumer questions regarding installation scheduling only. Purchaser will use its local number for general AMI and all other questions. Numbers shall be listed on all Consumer communications.

22. Contractor shall notify Purchaser at least 48 hours in advance of any days that installation crews will be working or not working.

23. The Purchaser will perform random inspections of exchanged meters. Contractor shall correct installation-related issues on previously exchanged meters and incorporate corrective action for future meter exchanges.

    a. The Purchaser will send a written correspondence to the project manager requesting corrective measures as needed. Contractor shall make corrections within 1 week after notification.

24. Contractor shall be responsible for performing inspections and ensuring quality control. The Contractor shall supply the Purchaser a quality assurance report every fortnight.

25. Contractor shall investigate and address work order exceptions such as meter mismatch, high-low read exceptions, and dial mismatches in a timely and efficient manner. Contractor shall track exceptions and will discuss a process change if the results of field investigations show issues found on more than one percent (1%) of the installed population for a given route.

26. Contractor shall assume the responsibility of managing claims filed by Consumers related to a meter exchange. Contractor shall provide Purchaser a written description of its claims process, including contact numbers, resolution process, and time-to-resolve metrics.

27. Contractor is responsible for maintaining a physical warehouse for receipt of new meters and storage of removed meters. All removed meters shall be cataloged, placed into inventory and be made readily available for Purchaser access for at least 3 months after removal from a residential or business premises, for testing and verification purposes. Supplier and Contractor are responsible for inventory control, prompt presentment of old meter to Purchaser upon Purchaser request, and disposal of removed meters.

    a. Contractor shall supply warehousing near Purchaser's offices if possible or within 15 miles and shall provide access to Purchaser representatives as needed.
    b. Purchaser will test a specified percentage of all new meter shipments prior to installation. Contractor shall provide access ti meters and coordinate testing with the Purchaser.

28. Contractor will be responsible for loss or damage of any meters and/or modules while Contractor is in possession of the equipment. Contractor will be required to cover any and all replacement costs of that equipment.

29. Contractor and Purchaser shall mutually agree on meter exchange routes/cycle at least 2 weeks in advance.

30. Contractor shall align schedule with mutually agreed upon blackout dates, routes, and cycles:

31. Call center

    a. Contractor will provide all call center responsibilities, which includes receiving Consumer complaints, inquiries, and scheduling appointments.

    b. The outbound Call Center shall be open during normal business hours for scheduling only (locked gates, outside normal hours, etc.), Monday thru Friday 7:30 AM to 5:00 PM local time. Purchaser will not be using the call center for general questions, trouble calls, or other types of calls.

    c. For those locations where the Contractor is required to make contact with the customer prior to performing the work, the Contractor will make a minimum of three (3) attempts to contact the customer. No more than 1 attempt every 24 hours will be made. If after 3 attempts the Contractor is unable to contact the customer, the Contractor will then provide records of the attempt. The Contractor will not install the meter after 3 failed attempts. Please explain what is included in your definition of an 'attempt.' Contractor will work with Purchaser on resolution after the 3 attempts.

3 Meter Exchange Requirements

Contractor shall exchange the existing electric meters with a Supplier provided AMI electric meter.

Contractor shall provide a review of the business process planned for the deployment and the agreed-upon business rules to follow. This meeting shall also include reviewing the field tools, the software, and other applicable items being used by the Contractor.

3.1 Electric Meter Installation and Tracking

Contractor shall update an account profile database that defines the customer premises location and account names of each meter location installed and other activity pertaining to any pending orders, such as, meter location behind locked fence, visible dog behind fence, meter socket requiring repair, theft tendencies identified, and other status fields defined by Purchaser.

All general information gathered on-site by Contractor at the Consumer premises shall be updated and sent into Purchaser daily. Contractor shall provide a daily report of meters set for change-out, including any meters flagged for disconnect, reconnect, health reasons, etc.

In the event that meter tampering is evident, Contractor shall:

- Safely take as many pictures as needed to visually document.
- Contact the Purchaser's project manager immediately.
- Align with Purchaser on best practices for dealing with theft.

In the event that the Contractor uncovers existing damage, Contractor shall notify Purchaser as soon as possible. Contractor shall also photograph the meter and provide the photograph to Purchaser (via email or software).

For situations where safety or like issues arise, Contractor shall provide a stand-by mode and contact Purchaser's operations or main contact as soon as possible. The Contractor may clear the area and prevents any further interaction from anyone other than trained and licensed professionals. This is assuming the Contractor is not in any danger or would be in violation of any safety protocols.

In the event the Contractor damages the meter and/or the base due to improper insertion of the meter, the Contractor shall be responsible for 100 percent of the cost of repairs. Purchaser and the Contractor shall develop a standard procedure for replacement.

Bad or failed electric meters must be reported to the Purchaser daily. The AMI Supplier is solely responsible for electric meter repair/service. Examples are meters with a bad/non-working display, bad AMI communications module, or the like.

3.1.1 Tracking System

Contractor shall use a tracking system and electronic handheld devices (“handhelds”) to manage and track the electric meter change-out program.

Contractor shall provide the required handheld recorders with GPS receivers (external as required to meet accuracy requirements) and bar code scanners to collect data, take photos, and record coordinates. Once collected, this data shall be made available electronically in the proper format to be uploaded to Purchaser’s specified software.

The system shall allow for the convenient tracking of all important and specified details associated with a meter change-out program including but not limited to:

- Overall meter installation status
- Consumer account data (account number, address, account type)
- Existing Consumer service information
- Purchaser Consumer contact records
- Purchaser Consumer complaints and claims
- Installation reports and details
- Work Progress Tracking (progress by billing routes, incomplete lists)
- Installer name(s)
- Site photos as required
- GPS Meter coordinates if required
- Old and new meter numbers
- Old and new meter readings

At the beginning of a change-out program, all relevant existing Purchaser Consumer data is downloaded to the tracking system. Data such as Consumer account number, name, service

address, phone number, and any known details associated with the existing service are downloaded to the system.

Contractor shall provide the Purchaser access to the Contractor tracking software and provide the Purchaser the ability to see real-time visibility to the meter exchange status and all data collected (including photos). Access is available via standard web-based URL's.

For the purposes of quality control, Contractor must maintain records that specify which personnel completed the installation work at each site and make that information available to Purchaser as a daily report and upon request.

Contractor staff must ensure they have a clear visual of the meter socket when inserting the meter. If needed, a non-conductive ladder shall be used to ensure meter socket visibility.

The software shall indicate where the installation crew is currently located and their next scheduled install site.

Contractor shall notify Purchaser at least 48 hours in advance of any days that installation crews will be working or not working.

3.1.2 Installation Reports

Contractor shall electronically upload all installation data on a daily basis and ensure it is accurate and reconciled at the end of each day. All conflicts of installation data are to be resolved by Contractor. Electronic data files in a format acceptable to the Purchaser are to be made available to Purchaser by the next business day. Online presentation of data to Purchaser is required.

At the end of each business day, Contractor shall provide the following information:

- Update an account profile database that defines the customer premises location and account names of each meter location exchanged and other activity pertaining to any pending orders, such as, meter location behind locked fence, visible dog behind fence, meter socket requiring repair, theft tendencies identified, and other status fields defined by Purchaser.

- All general information gathered onsite at the premises shall be updated and sent into Purchaser on a daily basis.

- A daily report of meters set for change-out, including any meters flagged for disconnect, reconnect, health reasons, etc.

- For Consumer premises locations where the meter is housed behind a locked gate, or secured in some fashion, phone numbers shall be provided by Purchaser via the CIS or spreadsheet/text file. Contractor is required to call these accounts and schedule the meter installation.

- In the event that the meter cannot be exchanged Contractor shall clearly indicate why meter couldn't be exchanged and made available to Purchaser by the next business day or sooner.

For the purposes of quality control, Contractor shall maintain records that specify which Contractor completed the installation work at each site and make that information available to Purchaser as a daily report and upon request.

Contractor shall use installation management software for the purposes of tracking the meter installation progress.

Data files to be exchanged with the Purchaser shall be provided in a format suitable for uploading to the Purchaser's CIS. Some interfaces may include web methods, APIs, flat files, or other interface methods. No manual processes shall be required to be performed by the Purchaser.

Software GUI or Dashboard shall provide secure web access to Purchaser personnel to monitor the progress of the installation and run reports.

The software shall indicate where the installation crew is currently located and what their next scheduled install site is.

Contractor's project manager shall provide status updates via conference call no less frequently than weekly to overview status and action items on the installation of the project.

3.1.3 Project Manager

Contractor shall assign a project manager to this project who shall oversee meter exchanges. Contractor's project manager shall also schedule resources, manage data, and function as a liaison with Purchaser for issues as they arise. The Contractor project manager shall be onsite periodically to manage work and will also work remotely.

Contractor shall assign an on-site project lead for the duration of the project.

3.2 Single Phase 120/240 Volt Services (Residential and Small Commercial)

3.2.1 Site Preparation, Coordination, and Consumer Contact

The Contractor shall perform the following steps

1. Comply with all state and federal requirements.
2. Make contact with Purchaser project manager, if necessary, prior to going out for the day.
3. Arrive at the location. Do not drive across private property, stay on the roadways.
4. Make contact with Consumer if possible.
    a. Contractor will knock on door to determine if Consumer is present. If no Consumer is present at the premises, the Contractor will proceed with work.

b. Pre-scheduling appointments for residential or small commercial exchange is not required, unless an attempt has been made to exchange an account and is unable to be completed (e.g., a locked Consumer gate). Contractor is responsible for all potential downtime in scheduling visits and is required to wait for up to 15 minutes beyond the scheduled appointment time if the utility Consumer is not at the worksite on time

    i. If unable to complete, Contractor will make a minimum of three (3) attempts to contact the customer. No more than 1 attempt every 24 hours will be made. If after 3 attempts the Contractor is unable to contact the customer, the Contractor will then provide records of the attempt. The Contractor will not install the meter after 3 failed attempts and turn the installation over to the Purchaser for remedy or authorization to continue attempts to exchange.

c. Some of these sites will be in locked rooms and or other metering areas. Contractor is required to coordinate access with the Purchaser, including, but not limited to, receiving keys and or combos to these sites from Purchaser prior to site visit with said keys and combos being provided no less than two (2) weeks prior to installation.

5. Conduct a visual inspection of installation. If the installation does not appear to be up to current standards or there is evidence of meter tampering, **Do Not Proceed**. Note the meter number and continue to the next location. Provide information to Purchaser project manager by end of the workday.

6. Take digital site photos

    a. The pre-installation site (meter and surrounding area)
    b. Suspected meter bypass for theft (if relevant)

7. Ensure that the correct Class of meter is observed and recorded.

8. Verify meter number with meter numbers in handheld.

9. Verify information for service order (i.e., meter number, form number, voltage, etc.).

10. Record Data (i.e., kWh reading, demand (kW) reading, other).

11. If a visual reading is not available (bad display, etc.) note that the visual reading was not possible.

12. Take additional digital site photos

    a. Legacy meter face with the register readings shown.

    b. Empty meter base/socket (if there is an issue seen)

13. Confirm appropriate PPE in place.

3.2.2 Meter Change-Out and AMI Meter Install

The Contractor shall perform the following steps

1. Installers shall wear gloves from time meter seal is cut to the time new seal is installed.

2. Cut seal on meter and remove cover. Note if current meter seal has been removed/cut/missing. Include this data in the meter exchange file.

3. Remove old meter.

4. Conduct a visual and physical inspection of meter base and socket, wiring, blocks, jaws and wiring to the meter.

    a. Immediately inform Purchaser project manager of any critical detected issues, including but not limited to hot-sockets or evidence of meter tampering.

    b. (During the initial project meeting, Purchaser will work with Contractor to determine what actions are to be taken during each circumstance.

    c. All issues will be tracked in the web portal and be available for view and reporting by the Purchaser.

    d. Tighten lugs and blocks as necessary.

5. Contractor shall test voltage from neutral to line 1 and 2, (120 V), from L1 to L2 (240 V), neutral to load side 3 and load side 4 (0 V), then load side to load side (0 V).

6. Take additional digital site photos

        a. Empty meter base/socket (if issue seen)

7. Install new meter with correct form and class.

8. Replace the meter ring and/or cover and reseal meter. Record meter seal number (photo).

9. Scan radio bar code on meter.

10. Scan utility meter number bar code.

11. Enter GPS coordinates (of meter)

    a. All GPS/GIS coordinates shall have a minimum of 11.1-meter accuracy (4 decimals).

12. Confirm the meter is energized before leaving the site by verifying that the LCD screen on the meter displays.

13. Confirm meter display is functioning properly and has Purchaser's default set-up. This includes meters identified with solar or other DG installations, forward, reverse, and net registers.

14. Take digital photos of new meter after exchange, close-up with meter reading clearly visible and both sides.

3.2.3 Site Inspection and Close-Out

The Contractor shall perform the following steps

1. Verify that new electric AMI meter is energized before leaving site.
    a. Contractor shall have the responsibility to correct installations not conducted correctly.
2. Clean-up Consumer site. Restore any damage made to Consumer's lawn, landscaping, or premises made during the meter installation.
3. Take digital photo of the post-installation site (meter and surrounding area).
4. If Consumer is onsite, ensure that the Consumer is aware that the work is complete.
    a. If Consumer is not onsite or is unresponsive, Contractor shall place door hanger, supplied by Supplier, that indicates work completed.
5. Catalog meter after removal. Return all removed meters to Contractor's warehouse. Place removed meters in inventory and make available for Purchaser access for at least 3 months for testing and verification. Contractor is responsible for inventory control and presentment of old meter to Purchaser upon Purchaser request.
6. Provide meter installation record (electronically) which contains all items described above, including, but not limited to:
    a. Post on site to share data
    b. Meter Number, Multiplier (if other than 1), Form, and Class.
    c. Consumer address, meter register number and AMI serial number.
    d. Digital site photos
        i. New seal number.
        ii. Pre-installation site (meter and surrounding area)
        iii. Suspected meter bypass for theft (if relevant)
        iv. Legacy meter face with the register readings shown.
        v. Empty meter base/socket (if issue is seen)
        vi. New meter while in service, close-up with meter reading and meter face clearly visible plus photo of each meter side.
        vii. Post-installation site (meter and surrounding area)
    e. Time-stamped GPS coordinates of electric meter (11.1-meter accuracy)

f. Old and new meter readings

7. During the site inspection, contractors must remain observant for any electric meters that appear to be installed but are not listed on the official meter exchange schedule provided by the Purchaser. This is not intended to be a time-consuming search; technicians are not required to actively look for unlisted meters beyond the normal scope of their inspection. However, if a meter is encountered that does not appear on the exchange list, the technician must:

   a. Record and document. Via location address, type, and serial number

   b. Record GPS coordinates of electric meter (11.1-meter accuracy).

   c. Take site photo that shows meter location.

   d. Take close-up photo showing meter nameplate and display.

   e. Provide record of located meters.

   No action (such as removal or replacement) should be taken on unlisted meters unless explicitly directed. This process ensures compliance with regulatory and project tracking requirements and helps maintain the accuracy and integrity of the meter exchange program.

3.3 Polyphase Self-Contained Metered Services

3.3.1 Site Preparation, Coordination, and Consumer Contact

The Contractor shall perform the following steps

1. Comply with all state and federal requirements.

2. Make contact with Purchaser project manager, if necessary, prior to going out for the day.

3. Arrive at the location. Do not drive across private property, stay on the roadways.

4. Contact Consumer.

   a. Contractor will try to contact Consumer when on-site. If no Consumer is present at the premises, follow steps below.

      i. For commercial electric meters that can be exchanged without causing an outage no scheduling is required. If an outage is expected, Contractor will make contact as indicated below.

         i. If it is acceptable and possible to perform a bypass in order to avoid an outage during meter change-out, Contractor shall perform the bypass. Provide details and describe your current process.

ii. Pre-scheduling appointments for socket-based electric installation is not required, unless an attempt has been made to exchange an account and is unable to be completed (e.g., a locked Consumer gate). Supplier and Contractor are responsible for all potential downtime in scheduling visits and is required to wait for up to 15 minutes beyond the scheduled appointment time if the Consumer is not at the worksite on time.

iii. Contractor will make a minimum of three (3) attempts to contact the customer. No more than 1 attempt every 24 hours will be made. If after 3 attempts the Contractor is unable to contact the customer, the Contractor will then provide records of the attempt. The Contractor will not install the meter after 3 failed attempts and turn the installation over to the Purchaser for remedy or authorization to continue attempts to exchange.

b. Some of these sites will be in locked rooms and or other metering areas. Contractor is required to coordinate access with the Purchaser, including, but not limited to, receiving keys and or combos to these sites from Purchaser prior to site visit with said keys and combos being provided no less than two (2) weeks prior to installation.

5. Conduct a visual inspection of installation. If the installation does not appear to be up to current standards or there is evidence of meter tampering, **Do Not Proceed**. Note the meter number and continue to the next location. Provide information to Purchaser project manager by end of the workday.

6. Take digital site photos

    a. Pre-installation site (meter and surrounding area)

    b. Suspected meter bypass for theft (if relevant)

7. Ensure that the correct Class of meter is observed and recorded.

8. Verify meter number with meter numbers in handheld.

9. Verify information for service order (e.g., meter number. form number, voltage, etc.).

    a. Meter number. Form number, Class, Voltage, etc.

10. Record data (e.g., kWh reading, kW reading, TOU, etc.).

11. If a visual reading is not available (bad display, etc.), take photo and note that visual reading was not possible.

12. Take additional digital site photos

    a. Legacy meter face with the register readings shown.

    b. Empty meter base/socket (if issue is seen)

13. Confirm appropriate PPE in place.

3.3.2 Meter Change-Out and AMI Meter Install

Contractor shall perform the following steps.

1. Cut seal on meter and remove cover. Note if meter seal is missing, has been removed/cut. Include this data in the meter exchange file.

2. Remove old meter.

3. Do a visual and physical inspection of meter base and socket, wiring, and wiring to the meter.

    a. Immediately inform Purchaser project manager of any critical detected issues, including but not limited to hot-sockets or evidence of meter tampering

    b. During the initial project meeting, Purchaser will work with Contractor to determine what actions are to be taken during each circumstance.

    c. All issues will be tracked in the web portal and be available for view and reporting by the Purchaser.

4. Contractor shall verify voltage by testing at the socket for self-contained meter bases and at the test switch for transformer-rated services.

5. Take additional digital site photos

    a. Empty meter base/socket (if issue is seen).

6. Install new meter with correct form and class.

7. Replace the meter ring and/or cover and reseal meter. Record meter seal number (photo).

8. Scan radio bar code on meter.

9. Scan utility meter number bar code.

10. Enter GPS coordinates (of meter).

    a. All GPS/GIS coordinates shall have a minimum of 11.1-meter accuracy (4 decimals).

11. Confirm the meter is energized before leaving the site by verifying that the LCD screen on the meter displays.

12. Confirm meter display is functioning properly and has Purchaser's default set-up. This includes meters identified with solar or other DG installations, forward, reverse, and net registers.

13. Take digital photo of new meter while in service, close-up with meter reading and faceplate clearly visible, and photo of each meter side.

3.3.3 Site Inspection and Close-Out

Contractor shall perform the following steps.

1. Verify that new electric AMI meter is energized before leaving site.
    a. Contractor has responsibility to correct installation not conducted correctly.
2. Take digital photo of the post-installation site (meter and surrounding area).
3. Clean-up Consumer site. Restore any damage made to Consumer's lawn, landscaping, or premises made during the meter installation.
4. If Consumer is onsite, ensure that the utility Consumer is aware that the work is complete.
        a. If Consumer is not onsite or is unresponsive, Contractor shall place door hanger that indicates work completed.
5. Return all removed meters to Contractors' warehouse. Place removed meters in inventory and make available for Purchaser access for at least 3 months for testing and verification. Contractor is responsible for inventory control and presentment of old meter to Purchaser upon Purchaser request.
6. Provide meter installation record (electronically) which contains all items described above including but not limited to:
    a. Post on site to share data
    a. Meter Number, Multiplier (if other than 1), Form, and Class.
    b. Consumer address, meter register number and AMI serial number.
    c. Digital site photos
        i. New seal number.
        ii. Pre-installation site
        iii. Suspected meter bypass for theft (if relevant)
        iv. Legacy meter face with the register readings shown.
        v. Empty meter base/socket (if issue is seen).
        vi. New meter while in service, close-up with meter reading and meter faceplate clearly visible, and photos of each meter side
    d. Time-stamped GPS coordinates of the electric meter (11.1-meter accuracy)
    e. Old and new meter readings

3.4 Polyphase Transformer-Rated Metered Services

3.4.1 Site Preparation, Coordination, and Consumer Contact

Contractor shall perform the following steps.

1. Comply with all state and federal requirements.

2. Make contact with Purchaser project manager, if necessary, prior to going out for the day.

3. Coordinate meter change with Purchaser project manager to be onsite in case of needed repairs or to open-up transformer bank. Notice period will be mutually defined at the start of the project.

4. Arrive at the location. Do not drive across private property—stay on the roadways.

5. Contact Consumer and make aware of your intentions.

    a. Contractor will schedule all transformer-based meter appointments unless noted by Purchaser.

    b. Supplier and Contractor are responsible for all potential downtime in scheduling visits and is required to wait for up to 15 minutes beyond the scheduled appointment time if the Consumer is not at the worksite on time.

    c. Contractor will make a minimum of three (3) attempts to contact the customer. No more than 1 attempt every 24 hours will be made. If after 3 attempts the Contractor is unable to contact the customer, the Contractor will then provide records of the attempt. The Contractor will not install the meter after 3 failed attempts.

    d. Some of these sites will be in locked rooms and or other metering areas. Supplier or Supplier's Installation Contractor is required to coordinate access with the Purchaser, including, but not limited to, receiving keys and or combos to these sites from Purchaser prior to site visit with said keys and combos being provided no less than two (2) weeks prior to installation.

6. Conduct a visual inspection of installation. If the installation does not appear to be up to current standards or there is evidence of meter tampering, **Do Not Proceed**. Note the meter number and continue to the next location. Provide information to Purchaser project manager by end of the workday.

7. If visible verify PT and CT nameplate ratio at site

8. Take digital site photos

    a. Pre-installation site (meter and surrounding area)

    b. Suspected meter bypass for theft (if relevant)

9. Verify meter number with meter numbers in handheld.

10. Ensure that the correct Class of meter is observed and recorded.

11. Verify information for service order (e.g., meter number. form number, voltage, etc.).

12. Record data (e.g., kWh reading, kW reading, etc.).

13. If a visual reading is not available (bad display, etc.) note that the visual reading was not possible.

14. Take additional digital photos

    a. Legacy meter face with the register readings shown.

    b. Empty meter base/socket .

15. Confirm appropriate PPE is in place.

3.4.2 Meter Change-Out and AMI Meter Install

The Contractor shall perform the following steps

1. Remove seal on meter and test switch. Note if meter seal is missing, has been removed/cut. Include this data in the meter exchange file.

2. Do a visual inspection of test switch, wiring, and wiring to the meter.

    a. Immediately inform the Purchaser project manager of any critical detected issues, including but not limited to hot-sockets or evidence of meter tampering.

    b. During the initial project meeting the Purchaser will work with Supplier and its Installation Contractor to determine what actions are to be taken during each circumstance.

    c. All issues will be tracked in the web portal and be available for view and reporting by the Purchaser.

3. Contractor shall verify voltage by testing at the test switch for transformer-rated services.

4. Open test switch (keep meter circuit metering as long as possible).

5. Remove old meter.

6. Install new meter with correct form and class.

7. If able to verify PT and CT nameplate ratio at site, record ratios in meter exchange file.

8. Replace the meter ring and/or cover and reseal. Take photo of new seal number.

9. Close test switch.

10. Scan radio bar code on meter.

11. Scan meter number bar code.

12. Enter GPS coordinates.

    a. All GPS/GIS coordinates shall have a minimum of 11.1-meter accuracy (4 decimals).

13. Confirm the meter is energized before leaving the site by verifying that the LCD screen on the meter displays.

14. Confirm meter display is functioning properly and has Purchaser's default set-up. This includes meters identified with solar or other DG installations, forward, reverse, and net registers.

15. Take digital photo of new meter while in service, close-up with meter reading and meter faceplate clearly visible and photos of each meter side.

3.4.3 Site Inspection and Close-Out

1. Verify that new electric AMI meter is energized before leaving site.

    a. Supplier or Supplier's Installation Contractor has responsibility to correct installations not conducted correctly.

2. Clean-up Consumer site. Restore any damage made to Consumer's lawn, landscaping, or premises during the meter installation.

3. Take digital photo of the post installation site (meter and surrounding area).

4. If Consumer is onsite, ensure that the Consumer is aware that the work is complete.

        a. If Consumer is not onsite or is unresponsive, Contractor shall place door hanger that indicates work completed.

5. Catalog meter after removal. Return all removed meters to Supplier's warehouse. Place removed meters in inventory and make available for Purchaser access for at least 3 months for testing and verification. Supplier or Supplier's Installation Contractor responsible for inventory control and presentment of old meter to Purchaser upon Purchaser request.

6. Provide meter installation record (electronically) which contains all items described above including but not limited to:

    a. Post on site to share data

    b. Meter Number, Multiplier (if other than 1), Form, and Class.

    c. Consumer address, meter register number and AMI serial number

    d. Digital site photos

        i. New seal number.

        ii. Pre-installation site

        iii. Suspected meter bypass for theft (if relevant)

iv. Legacy meter face with the register readings shown.

v. Empty meter base/socket .

vi. New meter while in service, close-up with meter reading and meter faceplate clearly visible, and photos of each meter side.

e. Time-stamped GPS coordinates

f. Old and new meter readings

g. PT and CT multipliers (if visible)

3.5 Unable to Complete (UTC) and Return to Purchaser (RTP)

3.5.1 Contractor Responsibilities

1. Perform all assigned endpoint installations while adhering to blackout schedules as defined and provided by the Purchaser

2. Technician will be expected to make a reasonable attempt to access each endpoint. Any endpoints with access issues shall be elevated to the Technician's Supervisor. Orders that are unable to be completed (UTC) shall follow a process to be defined and agreed upon by both Contractor and the Purchaser.

3. For purposes of Consumer appointments that are scheduled by the Purchaser (UTC and RTP locations only) for installation and access to premises, Contractor shall complete up to three (3) attempts to install each assigned meter as follows:

   a. One in-person visit to each assigned meter location, at which time a door hanger will be left at the assigned meter location.

   b. If in-person visit is unsuccessful, the Installer shall notify the Purchaser who will make an appointment and confirm the appointment with the Installer.

   c. If the Purchaser is unable to arrange an appointment within two calendar weeks from the date it is notified by the Installation Contractor about the need for an appointment or if Consumer is not present at the time of a scheduled appointment, the meter will be considered unable to complete (UTC) and returned to the Purchaser (RTP) for installation.

3.5.2 Purchasers Responsibilities

1. Work with Contractor to conduct remediation activities for incorrect endpoint or address information.

2. For UTC and RTP locations only, schedule appointments and confirm appointments with the Installation Contractor within two calendar weeks of notification for need of appointment by the Installation Contractor.

Exhibit A
PPE Requirements and Safety Work Practice

The Contractor shall be responsible for supplying all required personal protective equipment (PPE). The Contractor shall have sole responsibility for the safety of its employees and shall ensure that all workers are wearing appropriate PPE and following required safety practices while performing AMI meter installation, removal, and replacement work.

The Contractor shall perform all work in accordance with:

- City of Georgetown Electric Utility Standard Operating Procedures (SOPs)
- City of Georgetown Arc Flash Hazard Analysis / Arc Flash Study and associated PPE requirements
- American Public Power Association Safety Manual, 17th Edition
- OSHA 29 CFR 1910.269
- Applicable industry accepted electrical safe work practices

Contractor employees performing meter work shall be considered exposed to energized electrical equipment and shall follow energized work practices consistent with OSHA 29 CFR 1910.269 and the American Public Power Association Safety Manual, 17th Edition.

PPE Requirements for All Single Phase and Polyphase Meters

Personal Protection Gear

- All apparel shall meet or exceed Cat 2 rating
- Safety toe, electrical shock rated boots
- Proper class rubber gloves with leather protectors
- Long sleeve FR clothing
- Safety yellow FR safety vest
- Z87+ safety glasses
- Z89.2 electric rated hard hat

Additional Items

- All cotton undergarments
- Nonmetal belts and buckles
- No metal jewelry including rings, necklaces, or earrings

Additional PPE Requirement – Self-Contained Meter Work

Self-contained meter installations, removals, or replacements rated 320 amps and above shall require the use of an arc-rated face shield due to the increased arc flash risk and higher potential incident energy associated with these services.

This requirement applies to self-contained meter sockets rated 320 amps and above including meter sockets with bypass and meter sockets without bypass.

The following additional PPE shall be required:

• Arc-rated face shield with chin cup, or arc-rated hood integrated with hard hat

General Work Practices

• Meter sockets shall be visually inspected prior to installation or removal for damage, overheating, loose connections, foreign objects, or other unsafe conditions

• Meters shall not be removed from damaged or unsafe sockets unless the service is de-energized

• If a hazardous meter installation or unsafe condition is identified, and de-energization is necessary to perform the work safely, the Contractor shall stop work and contact the Electric Operations Metering Supervisor or Electric Operations Supervisor. City of Georgetown personnel will evaluate the condition and, when appropriate, arrange for a qualified lineman or troubleshooter to de-energize the meter, service, or meter base to establish safe working conditions. De-energization shall be considered an acceptable method to mitigate hazardous conditions rather than performing work energized.

• Energized meter sockets shall not be left unattended without a meter installed or an approved cover in place

• Proper meter installation and removal techniques shall be used to minimize arcing and exposure

• Insulated tools rated for the task shall be used when working on energized equipment

• Employees shall never strike or hit meters to seat them in sockets

• Contractor shall stop work and notify City of Georgetown personnel if unsafe conditions are identified

OSHA Host Employer / Contractor Coordination Requirements

The Contractor shall comply with OSHA host employer and contract employer coordination requirements in accordance with 29 CFR 1910.269(a)(3). The Contractor shall coordinate work with the City of Georgetown Electric Utility and comply with all applicable safety rules, SOPs, and arc flash requirements.

The Contractor shall notify the City of Georgetown of hazardous or unsafe conditions identified on the electric system in accordance with OSHA host employer / contract employer requirements. Notification shall be made to the Electric Operations Metering Supervisor or Electric Operations Supervisor.

Upon identification of a hazardous condition, the Contractor shall:

- Stop work immediately
- Notify the Electric Operations Metering Supervisor or Electric Operations Supervisor
- Maintain safe distance from the hazard
- Not attempt corrective action unless authorized
- Await direction from City of Georgetown personnel

City of Georgetown Electric Utility will coordinate dispatch of a qualified lineman or troubleshooter to evaluate and, if necessary, de-energize the meter, service, or meter base to establish safe working conditions.

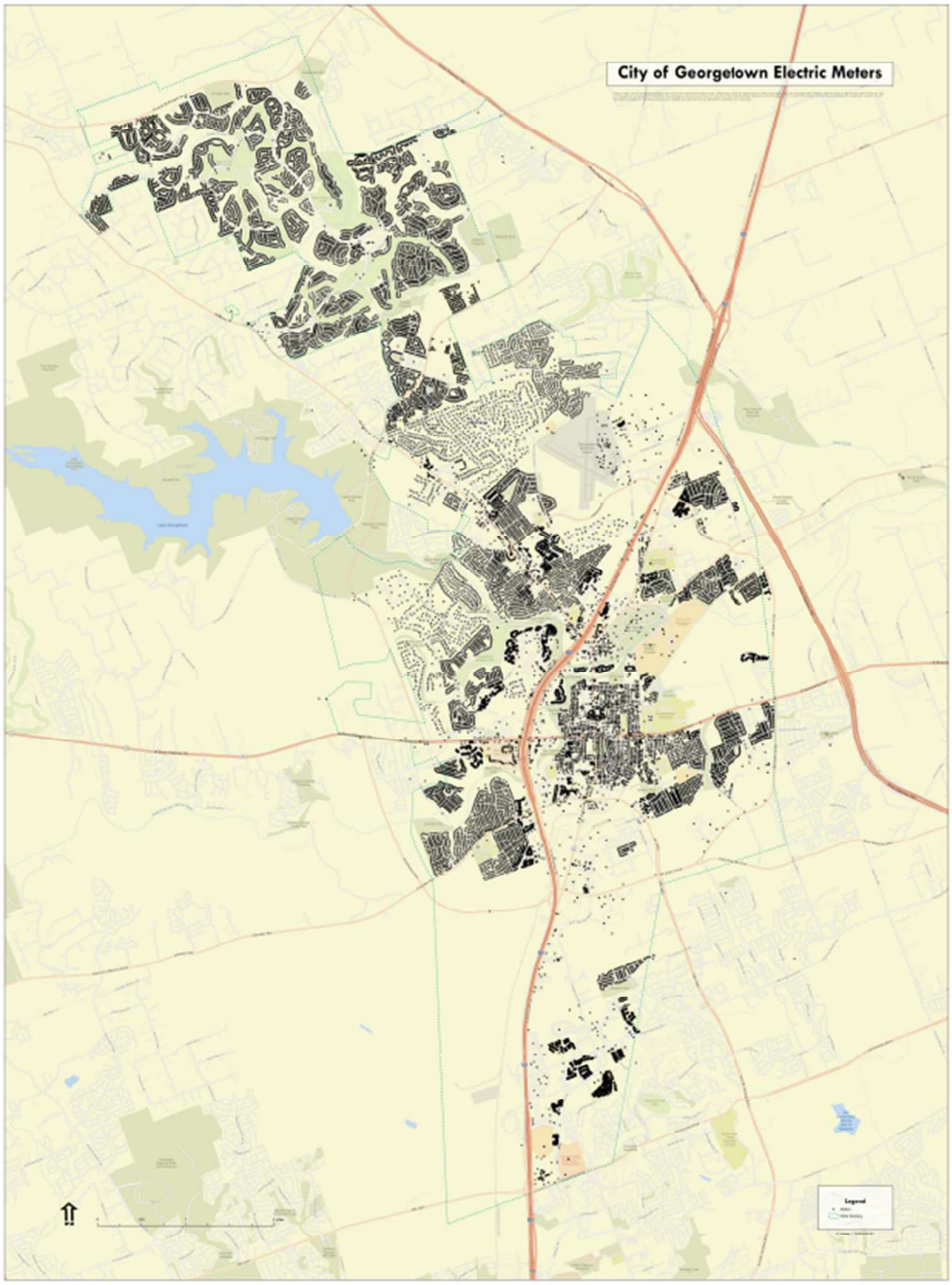
Exhibit B

Optional Services

A. Minor Repair to tighten lugs and or blocks, while completing a thorough inspection of the general socket condition.

Exhibit C

Service Area Map



City of Georgetown, Texas
City Council
October 27, 2026

SUBJECT:
Agreement with Pedernales Electric Cooperative, Inc. for the Extension of Electric Facilities

SUGGESTED ACTION:
Consideration and possible action to approve an agreement with Pedernales Electric Cooperative, Inc. for the extension of electric facilities across the City's Daniels Mountain Pump Station Site in order to allow for the extension of electric facilities needed in connection with the City's operation of the site, and to authorize the City Manager to execute the agreement in a form substantially similar to the document attached hereto -- Andrew Culpepper, Senior Assistant City Attorney - Real Estate Services

ITEM SUMMARY:
The City needs electric service at the Daniels Mountain Pump Station site, which site is located within the service territory of Pedernales Electric Cooperative, Inc. ("PEC"). In order to provide the electric service to the site, PEC is requiring that the City enter into this agreement for the extension of electric facilities.

FINANCIAL IMPACT:

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

ATTACHMENTS:
UDOH Acknowledgment - PEC (Governmental Entity) (Final 10-27-2026).pdf

PEDERNALES ELECTRIC COOPERATIVE, INC.
APPLICANT REQUIREMENTS AND ACKNOWLEDGMENT AND ACCEPTANCE
FOR EXTENSIONS OF ELECTRIC FACILITIES

WHEREAS, the City of Georgetown, a Texas home rule municipal corporation (together with any successor or assign hereinafter called ("Applicant") requests electric service to that certain one (1) acre tract of land as more particularly described in the General Warranty Deed recorded under County Clerk's File Number 2016002250 of the Official Public Records of Williamson County, Texas, and that certain one (1) acre tract of land as more particularly described the in the Warranty Deed recorded under County Clerk's File Number 1984014121 of the Official Public Records of Williamson County, Texas, from Pedernales Electric Cooperative, Inc., a Texas electric cooperative corporation ("PEC" or the "Cooperative") through underground and/or overhead electrical facilities ("Facilities").

WHEREAS, the Cooperative will extend electric service to an Applicant in accordance with its Tariff and Business Rules (the "Tariff"); and

WHEREAS, the Applicant will bear the cost of the Facilities adequate to serve its property; and

WHEREAS, underground and overhead electric primary and secondary lines and other facilities required to serve an Applicant ("Facilities Extension") may, by agreement with the Cooperative, be provided subject to other requirements; and

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Applicant hereby acknowledges and accepts as follows:

1. **General**. All applications for service will be subject to the Tariff and the standards and policies established by PEC which are in effect at the time the application for electric service is made. The Tariff is subject to change. If facilities must be constructed in connection with a Facilities Extension, the Cooperative will provide an estimated completion date and a Cost Calculation (as described in the Tariff) for all charges to extend electric service. The requests for new electric service requiring construction should be completed within ninety (90) calendar days of fulfilling all applicable requirements, unless delayed by a cause beyond the reasonable control of the Cooperative, or unless a different time period is agreed to by the Applicant and the Cooperative.

2. **Easements**. Applicant will furnish required easement rights to PEC on a PEC approved form for construction, installation, operation, maintenance, repair and replacement of Cooperative facilities.

3. **Residential and Non-Residential Service**. When applying for residential and non-residential service for developments, Applicant will provide, at no cost to the Cooperative, appropriate documentation demonstrating that the development has been approved by all applicable authorities in accordance with the Tariff.

4. **Primary Level Service**.
   In order for Applicant to receive primary level service, Applicant must procure and construct, at the sole cost of the Applicant, all equipment and facilities including transformers, poles, and conductors, or as otherwise specified in the Tariff, on Applicant's side of the Point of Interconnection (defined in the Tariff). Applicant will own all facilities located on Applicant's side of the Point of Interconnection, and PEC will not perform any work on Applicant's side of the Point of Interconnection. Applicant assumes all responsibility for furnishing, installing, constructing, owning, maintaining, and operating

all facilities beyond the Point of Interconnection.

5. **Construction**.
   a. Applicant shall instruct all owners or potential owners of lots covered by this acknowledgment intended to be served by the Facilities, that each is required to submit an application for electric service and that they may be required to install additional facilities in accordance with PEC specifications and design criteria, to complete the installation and connection of electrical service consistent with the Tariff requirements.

   b. If the Facilities Extension includes underground facilities, Applicant will, at its sole expense, be responsible for providing and installing all trenches and backfill, primary sectionalizing cabinets, secondary cabinets, concrete work associated with pad-mounted facilities, secondary services, conduit, vaults, and any and all other facilities and equipment deemed necessary by PEC or as otherwise specified in the Tariff. At its discretion, PEC may require either primary termination cabinets or transformers at each transformer pad as cable is installed. After construction is complete, all installations provided by Applicant for underground facilities on PEC's side of the Point of Interconnection will be owned by PEC.

   c. If the Facilities Extension includes underground facilities, Applicant shall not permit any lien upon any property that upon completion of construction, PEC will own for electric distribution service. At PEC's request, Applicant will provide PEC documented evidence that the labor and materials installed have been paid in full and that all liens against said labor and materials are released.

6. **Inspection**.
   If the Facilities Extension involves underground facilities, PEC, through its inspections, has the right to ascertain whether the plans and specifications are complied with during construction. In the event PEC finds any part of the work performed by Applicant has not been completed in accordance with the plans and specifications, PEC shall notify Applicant of any such deficiencies. Applicant will correct any and all deficiencies within ninety (90) days of notification from PEC. Costs incurred by Applicant or PEC for correcting any deficiencies discovered under this section shall be solely borne by Applicant. Inspection of construction of overhead facilities will be conducted in accordance with the Cooperative's standards.

7. **Cost – Electric Facilities.**
   a. Consistent with the Tariff, the calculation of costs for the Facilities Extension will include costs for labor and materials, engineering, right-of- way acquisition, clearing, and all other costs directly attributable to the Facilities Extension ("Cost Calculation"). The Cost Calculation may expire or be re-calculated at the sole discretion of the Cooperative. Any additional cost incurred by the Cooperative in excess of the Cost Calculation will be at the sole expense of the Applicant and a final bill for all costs will be presented to Applicant upon completion of the Facilities Extension, if required.

   b. PEC is not and will not be obligated to provide designs or Cost Calculations to an Applicant for a preliminary plan for a development that has not been reviewed and approved by the applicable authority.

8. **Energization and Ownership**.
   a. Prior to energization, Applicant will submit payment and all required information and documents, as may be required by the Tariff and this acknowledgment, including, without limitation, PEC pre-

construction criteria form/application, electric service data forms, construction plans, and executed easements; and complete a final inspection of the electric facilities with a PEC representative.

b. Applicant and any lot owners applying for electric service must complete their obligations in accordance with all PEC requirements and have submitted all appropriate documentation and payment before PEC begins construction of its facilities required to furnish electrical service to the property and/or lots. The work required to provide service to Applicant or lot owners will be determined in PEC's sole discretion and all costs will be borne by Applicant and/or lot owner.

c. Upon completion and inspection of the Facilities by PEC, Applicant agrees, in accordance with the Tariff, that PEC shall at all times have complete ownership and control of the entire Facilities, excluding any facilities owned by Applicant for primary level service, without any obligation of PEC to refund any part of the contribution made by the Applicant, and that the Facilities shall be the property of PEC, up to the Point of Interconnection. Further, Applicant hereby grants, gives, and transfers all installed materials and electrical equipment to PEC free from any lien, security interest or other encumbrance.

9. **Changes to Electric Facilities**. Any changes to the Facilities required by Applicant or successor owner(s) of the property shall be at the sole expense of the party requesting such changes. In addition, changes in grade, placement of encroachments or obstructions within PEC's easement that affect access to PEC's facilities, and any condition that endangers or interferes with the safety, reliability, or efficiency of the Facilities shall be remedied at the cost of the Applicant or successor owner(s)of the property.

10. **RESERVED**

11. **Governing Law**. This acknowledgment shall be governed by, constructed, and enforced in accordance with the laws of the State of Texas, exclusive of conflicts of law provisions.

12. **Survival.** Termination or expiration of this acknowledgment shall not relieve, reduce, or impair any rights or obligations of a party which expressly or by implication survive termination or expiration of this acknowledgment.

ACKNOWLEDGED AND ACCEPTED THIS _____ DAY OF _____, _____2026.

City of Georgetown,
a Texas home-rule municipal corporation

By: _____
David Morgan, City Manager

City of Georgetown, Texas
City Council
October 27, 2026

SUBJECT:
Terminable Utility Easement with Pedernales Electric Cooperative, Inc.

SUGGESTED ACTION:
Consideration and possible action to approve the conveyance of a terminable utility easement to Pedernales Electric Cooperative, Inc., across a specific area on the City's Daniels Mountain Pump Station site in order to provide electric service to the site, and to authorize the City Manager to execute the terminable utility easement in a form substantially similar to the document attached hereto -- Andrew Culpepper, Senior Assistant City Attorney - Real Estate Services

ITEM SUMMARY:
The City's Daniels Mountain Pump Station site requires electric service, and the site is located within the service territory of Pedernales Electric Cooperative, Inc. ("PEC"). In order to provide the electric service, PEC is requiring that the City grant PEC a utility easement across a specific area on the City's property. Section 8.02 of the City's charter prohibits the alienation of control of the City's property, which means that the City cannot grant permanent easements across City property without the ability to terminate the easement, if necessary. This terminable utility easement includes such a termination clause, provided the City would cover the cost of removing PEC's facilities in the event the City ever exercised its right to terminate the easement. This item would authorize the conveyance of the terminable utility easement to PEC across a specific area on the City's property.

FINANCIAL IMPACT:

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

ATTACHMENTS:
WO#182234 - Easement_COG (Final 10-27-2026).pdf

UTILITY EASEMENT

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

The undersigned CITY OF GEORGETOWN, a Texas home-rule municipal corporation,
(Printed Name exactly as it/they appear on Deed Record)

("Grantor") (whether one or more), for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby GRANT AND CONVEY unto PEDERNALES ELECTRIC COOPERATIVE, INC. ("Grantee") whose mailing address is P.O. Box 1, Johnson City, Texas 78636, and its contractors, agents, successors and assigns, a permanent easement and right-of-way ("Easement") as hereinafter described for an overhead and/or underground electric distribution line or lines, including, without limitation, poles, guys and anchors, variable number of wires, cables, conduit, enclosures, switches, steel or concrete boxes, concrete or composite pads, transformers, cable risers; and communication systems, as related to the distribution of electricity, energy, power, light, heat, or energy services; or broadband/communication services or any other services provided only by Grantee or its affiliate; and all necessary or desirable appurtenances related thereto (collectively, the "Facilities"), over, in, under, below, above, through, across and upon the following described lands located in WILLIAMSON County, Texas (the "Property"):

Being that certain one (1) acre tract of land as more particularly described in the General Warranty Deed recorded under County Clerk's File Number 2016002250 of the Official Public Records of Williamson County, Texas, and that certain one (1) acre tract of land as more particularly described in the Warranty Deed recorded under County Clerk's File Number 1984014121 of the Official Public Records of Willaimson County, Texas.

The area of the Easement hereby conveyed for Facilities shall be:
fifteen (15) feet in width, being seven and one-half (7.5) feet on each side of the centerline of the Facilities as built (or fifteen (15) feet in total if Facilities are built less than seven and one-half (7.5) feet from a property line (the "Easement Area") or as more particularly described in Exhibit A if attached hereto. Any Facilities (guys and anchors or pads, transformers or switches) if installed outside the Easement Area shall be considered part of the Easement Area.

Version 09-2024

Property Owner: CITY OF GEORGETOWN or Subdivision Name: _____ Address: _____ PEC Reference: 18B2234

The purpose of the Easement is to place and construct; to re-construct, upgrade, to install and add; to relocate, replace, remove, and repair; and to inspect, patrol, maintain and operate the Facilities; the right to place temporary structures; and further to cut, trim, treat and/or remove from said Easement Area and adjacent lands any and all vegetation and parts thereof, or other obstructions which may endanger, or interfere with establishing and continued access, efficiency, and safety of said lines, systems or their appurtenances.

Grantee has the right of pedestrian, vehicular, and equipment ingress and egress over and under the Property, or any of Grantor's adjacent lands, to and from the Easement Area.

Grantor may not place or construct any structures or other obstacles over, in, under, below, above, across and upon the Easement Area that substantially interfere with the Grantee's use and enjoyment of the Easement Area.

Grantor warrants that Grantor is the owner of the Property and has the authority to execute this Easement.

TO HAVE AND TO HOLD the above-described Easement and rights unto Grantee and its successors and assigns, until this Easement is terminated by Grantor upon notice to Grantee or its successors and assigns that Grantor no longer requires electric service to Grantor’s Daniels Mountain Pump Station. Upon request and payment in advance by Grantor or its successors and assigns, Grantee will remove its electric facilities serving the City’s Daniels Mountain Pump Station.

Grantor, Grantor's heirs, legal representatives, and successors and assigns, do hereby bind themselves to warrant and forever defend all and singular the above-described Easement and rights unto Grantee its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise.

[Remainder of page intentionally left blank]

The undersigned has executed this Easement to be effective as of the _____day of _____, 2026.

City of Georgetown,
a Texas home-rule municipal corporation

By: _____
David Morgan, City Manager

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the ___ day of _____, 20__, by David Morgan, City Manager of the City of Georgetown, a Texas home-rule municipal corporation, on behalf of said corporation.

_____
Notary Public, State of Texas

APPROVED AS TO FORM:

_____
Andrew Culpepper, Assistant City Attorney

Please Return to:
Pedernales Electric Cooperative, Inc.
Liberty Hill Planning Department
P.O. Box 2048 | 10625 West Hwy. 29
Liberty Hill, TX 78642

City of Georgetown, Texas
City Council
October 27, 2026

SUBJECT:
2026-4-ABD Abandonment of One Access Easement and a Portion of Another Access Easement within Daniels Mountain Phase One

SUGGESTED ACTION:
Consideration and possible action to approve by Resolution and Quitclaim, the abandonment of one Access Easement and a portion of another Access Easement situated in the Daniels Mountain Phase 1 Subdivision for the benefit of Vale Building Group, LLC, C.A. Doose and Company, LLC, Patrick Henry Stanford Jr., and Patrick Henry Stanford III and to authorize the Mayor to execute all necessary documents to effectuate the abandonment -- Colin Davidson, Real Estate Program Manager

ITEM SUMMARY:
Abandonment of one access easement and a portion of another access easement within the Daniels Mountain Phase One Neighborhood.

FINANCIAL IMPACT:
N/A

SUBMITTED BY:
Colin Davidson, City Attorney's Office/ Real Estate

ATTACHMENTS:
2026-4-ABD- QCD - Stanford_Final.pdf
2026-4-ABD - Resolution Draft_Final 10.19.2026.pdf
2026-4-ABD- QCD - C.A. Doose & Company_FInal.pdf
2026-4-ABD- QCD - Vale Building Group_Final.pdf

QUITCLAIM

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

DATE: _____, 2026

GRANTOR: City of Georgetown, a Texas home-rule municipal corporation

GRANTOR'S MAILING ADDRESS: P.O. Box 409, Georgetown, Williamson County, Texas 78627

GRANTEE: Patrick Henry Stanford Jr. and Patrick Henry Stanford III

GRANTEE'S MAILING ADDRESS: 516 Vale Pond Spur, Georgetown, Texas 78633

CONSIDERATION: Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

PROPERTY:

> All of Grantor's right, title and interest in and to (i) a portion of that certain called 2.29 acre access easement that is described more fully in the Warranty Deed recorded in Volume 1008, Page 788, of the Official Public Records of Williamson County, Texas, and (ii) a portion of that certain called 1.00 acre right of way easement that is more fully described in the Right of Way Easement recorded in Volume 1503, Page 172, of the Official Public Records of Williamson County, Texas; such portions of the above-referenced easements being those portions of the easements that encumber Lot 12, Block A, Daniels Mountain Phase 1, a subdivision of record in Williamson County, Texas, according to the map or plat thereof recorded in Document No. 2024046173 of the Official Public Records of Williamson County, Texas.

For the consideration, GRANTOR quitclaims to GRANTEE all of GRANTOR'S right, title, and interest in and to the above described Property, to have and to hold it to

GRANTEE, GRANTEE'S successors and assigns, forever. Neither GRANTOR, nor GRANTOR'S successors and assigns, shall have, claim or demand any right or title to the Property or any part of it.

EXECUTED this the _____ day of _____, 2026.

GRANTOR:

CITY OF GEORGETOWN

BY: _____
Joshua Schroeder, Mayor

ATTEST:

_____
Robyn Densmore, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

ACKNOWLEDGMENT

BEFORE ME, the undersigned authority, on this date personally appeared Joshua Schroeder, Mayor of the City of Georgetown, a Texas home-rule municipal corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said municipality, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ___day of _____, 2026.

_____
Notary Public, State of Texas

APPROVED AS TO FORM:

_____
Skye Masson, City Attorney

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS AUTHORIZING THE RELEASE AND ABANDONMENT OF ONE 30' WIDE ACCESS EASEMENT AND A PORTION OF ANOTHER 30' ACCESS EASEMENT.

WHEREAS, the City of Georgetown (the "City") is the owner of two 1-acre tracts of land and does hold two 30' wide access easements as described in the metes and bounds of that certain Warranty Deed recorded in Volume 1008, Page 788, of the Official Public Records of Williamson County, Texas ("Access Easement 1") and as described in that certain Right-of-Way Easement recorded as Volume 1503, Page 172, of the Official Public Records of Williamson County ("Access Easement 2") (together hereinafter referred to as the "Access Easements"); and,

WHEREAS, John William Daniel, a predecessor-in-title to current owners, granted to the Chisolm Trail Water Supply Corporation the Access Easements and Chisolm Trail Water Supply Corporation subsequently transferred the Access Easements to the City; and,

WHEREAS, Vale Building Group, LLC is the owner of Lots 1, 10, and 901, Block A, Daniels Mountain Phase 1 Subdivision, according to the plat recorded as Document No. 2024046173 in the Official Public Records of Williamson County, Texas, and is also the owner of that certain 252.9-acre tract of land described by metes and bounds in that certain Warranty Deed recorded in Document No. 2018098547 of the Official Public Records of Williamson County, Texas; and

WHEREAS, C.A. Doose & Company, LLC is the owner of Lot 11, Block A, Daniels Mountain Phase 1 Subdivision, according to that certain Warranty Deed recorded as Document No. 2025101597 of the Official Public Records of Williamson County, Texas; and

WHEREAS, Patrick Henry Stanford Jr. and Patrick Henry Stanford III are the owners of Lot 12, Block A, Daniels Mountain Phase 1 Subdivision, according to that certain Warranty Deed recorded as Document No. 2026065306 of the Official Public Records of Williamson County, Texas; and

WHEREAS, Vale Building Group, LLC, C.A. Doose & Company, LLC, Patrick Henry Standford Jr., and Patrick Henry Stanford III are collectively referred to herein as the "Owners", and Lots 1, 10, 11, 12 and 901, Block A out of the Daniels Mountain Phase 1 Subdivision and the aforementioned 252.9-acre tract are to be collectively referred to herein as the "Property";

WHEREAS, the Owners desire to develop the Property, but portions of the Access Easements are impeding the development of the Property; and,

WHEREAS, the abandonment of the entirety of Access Easement 1 and the abandonment of the portion of Access Easement 2, said portion of Access Easement 2 described by metes and bounds in **Exhibit "A"** and depicted in **Exhibit "B"** attached hereto (the "Portion of Access Easement 2 to be Abandoned"), would facilitate the development of the Property; and

WHEREAS, one or more of the Owners have conveyed a replacement easement to the City as recorded under Document No. 2026085775 of the Official Public Records of Williamson County, Texas, thereby meeting the requirement of providing a replacement easement for both Access Easement 1 and the Portion of Access Easement 2 to be Abandoned; and,

WHEREAS, upon considering the request for the release and abandonment of Access Easement 1 and the Portion of Access Easement 2 to be Abandoned, the City Council finds that a public need for the Access Easement 1 and the Portion of Access Easement 2 to be Abandoned no longer exists and further finds that the Owners have fulfilled the requirement to convey a replacement easement to City in view of the easement that one or more of the Owners have conveyed to the City pursuant to Document No. 2026085775 of the Official Public Records of Williamson County, Texas.

WHEREAS, nothing herein shall operate to release the remainder portion of Access Easement 2 or any other easement other than Access Easement 1.

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

SECTION 3. The Mayor is hereby authorized to execute the Quitclaims in substantially the same forms attached hereto as **Exhibit "C"** and any other conveyance document(s) necessary to complete the release and abandonment of Access Easement 1 and the Portion of the Access Easement 2 to be Abandoned, and the City Secretary is hereby authorized to attest thereto on behalf of the City of Georgetown.

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

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

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

PASSED AND APPROVED on this _____day of _____, 2026.

CITY OF GEORGETOWN

By: _____
Joshua Schroeder, Mayor

ATTEST:

_____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

_____
Skye Masson, City Attorney

Exhibit A

MATKINHOOVER
ENGINEERING
& SURVEYING

FIELD NOTES FOR A 1.365 ACRE TRACT OF LAND

A **1.365 acre** tract of land, located in the James Northcross Survey, Abstract No. 478, Williamson County, Texas, being a portion of an existing 30' Wide Access Easement as described of record in Volume 1503, Page 172 of the Deed Records of Williamson County, Texas, and now being across a Variable Width Right-of-Way Dedication, Lots 901, 1, 10, 11 and 12, Block A, and a portion of Hilltop Springs Road, all of the Daniels Mountain Phase I Subdivision Plat of record in Document No. 2024046173, and the remaining portion of a called 252.90 acre tract of land as described of record in Document No. 2018098547, both of the Official Public Records of Williamson County, Texas. Said **1.365 acre** tract being more particularly described by metes and bounds as follows:

BEGINNING at a point in the former east right-of-way line of County Road No. 255, a variable width right-of-way, the west line of said Variable Width Right-of-Way Dedication, in the west line of said 252.9 acre tract, for the northwest corner of said existing 30' Wide Access Easement and the tract described herein, from which a found ½" iron rod in said right-of-way line, for the southwest corner of a called 31.598 acre tract of land as described of record in Volume 839, Page 736 of the Deed Records of Williamson County, Texas, for the most westerly northwest corner of said 252.9 acre tract and said Variable Width Right-of-Way Dedication, bears, N 12° 09' 42" W, a distance of 19.77 feet;

THENCE: Departing said right-of-way line and across said Variable Width Right-of-Way Dedication, Lots 901, 1, 10, 11 and 12, Block A, a portion of Hilltop Springs Road, the remaining portion of said 252.90 acre tract and with the northwest line of said existing 30' Wide Access easement, the following six (6) courses:

1. **N 69° 36' 42" E**, a distance of **1299.10 feet** to a point for angle,
2. **N 69° 43' 42" E**, a distance of **92.92 feet** to a point for angle,
3. **N 31° 17' 42" E**, a distance of **43.73 feet** to a point for angle, from which a found ½" iron rod at the southeast corner of said 31.598 acre tract, an interior corner of said 252.90 acre tract and the common north corner of said Lots 11 and 12, bears, S 73° 00' 21" W, a distance of 28.34 feet,
4. **N 46° 33' 12" E**, a distance of **214.60 feet** to a point for angle,
5. **N 39° 56' 42" E**, a distance of **227.01 feet** to a point for angle, and
6. **N 45° 36' 12" E**, a distance of **95.14 feet** to a point for the north corner of the tract described herein;

THENCE: **S 44° 23' 48" E**, continuing across said 252.90 acre tract and into said existing 30' Wide Access Easement, a distance of **30.00 feet** to a point in the southeast line of said existing 30' Wide Access Easement and for the most easterly corner of the tract described herein, from which a found ½" iron rod for the northeast corner of Lot 19 of said Block A bears, S 11° 34' 01" E, a distance of 219.55 feet;

THENCE: Continuing across said Variable Width Right-of-Way Dedication, Lots 901, 1, 10, 11 and 12, Block A, a portion of Hilltop Springs Road, the remaining portion of said 252.90 acre tract and with the southeast line of said existing 30' Wide Access easement, the following six (6) courses:

1. **S 45° 36' 12" W**, a distance of **93.66 feet** to a point for angle,
2. **S 39° 56' 42" W**, a distance of **227.25 feet** to a point for angle,
3. **S 46° 33' 12" W**, a distance of **212.32 feet** to a point for angle,
4. **S 31° 17' 42" W**, a distance of **50.17 feet** to a point for angle,
5. **S 69° 43' 42" W**, a distance of **103.34 feet** to a point for angle, and
6. **S 69° 36' 42" W**, a distance of **1303.40 feet** to a point in the former east right-of-way line of County Road 255, the west line of said Variable Width Right-of-Way Dedication, the west line of said 252.90 acre tract, for the southwest corner of said existing 30' Wide Access Easement and the tract described herein;

THENCE: **N 12° 09' 42" W**, with the former east right-of-way line of County Road 255, the west line of said Variable Width Right-of-Way Dedication, the west line of said 252.90 acre tract, and the west line of said existing 30' Wide

Access Easement, a distance of **30.31 feet** to the **POINT OF BEGINNING** and containing **1.365 acres** of land situated in Williamson County, Texas.

Note: The basis of bearing was established using the Trimble VRS Network, NAD (83), Texas State Plane Coordinate System, Central Zone, 4203, US Survey Foot, Grid. Field work performed on April 2, 2020.

Job # 20-5015 1503/172 Abandonment

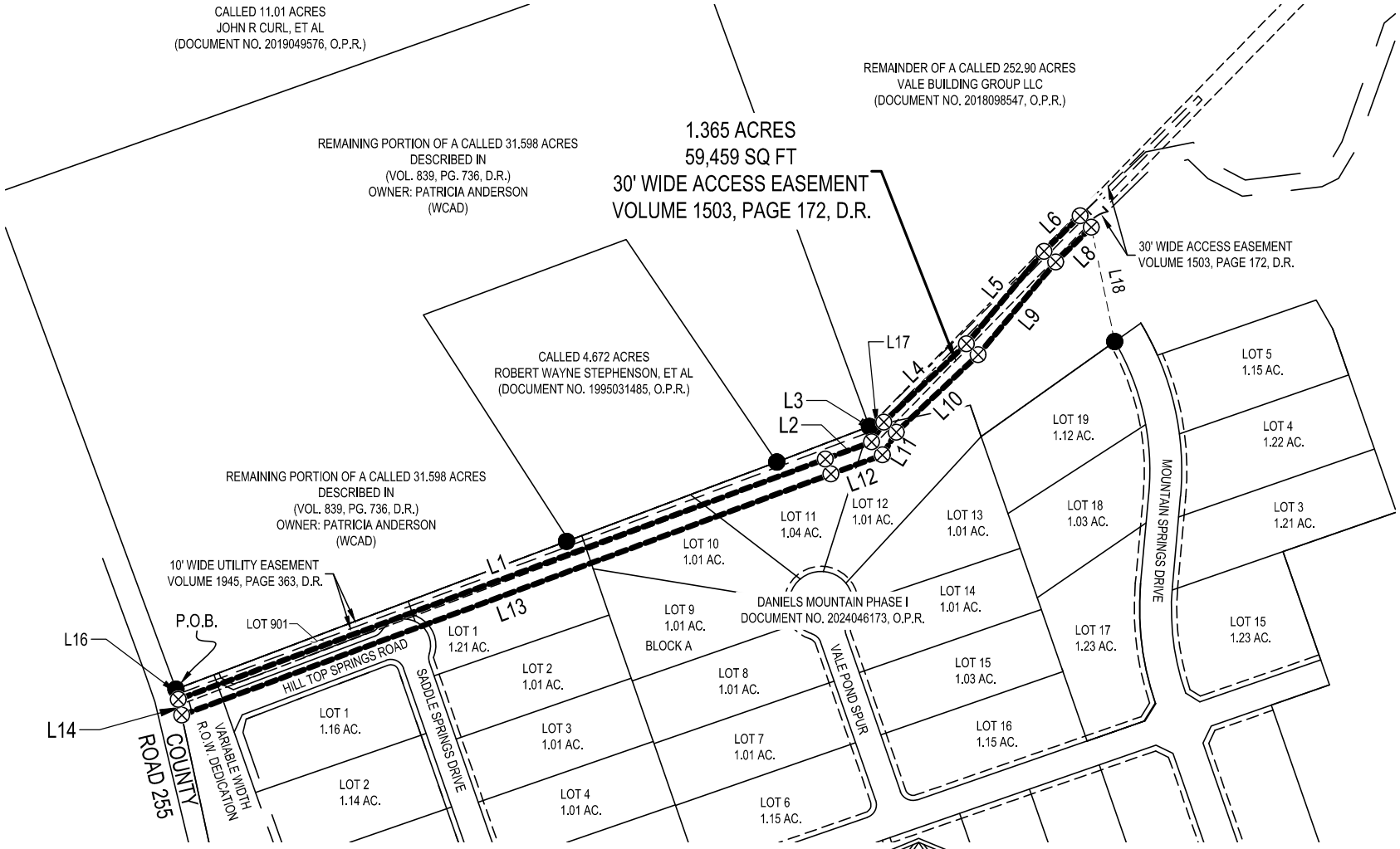
Date: May 21, 2026



SCALE: 1"=300'

0 150' 300' 450' 600'

Exhibit B



SHEET 2 OF 2

MATKINHOOVER
ENGINEERING & SURVEYING
BOERNE | GEORGETOWN | SPRING
8 SPENCER ROAD, SUITE 100, BOERNE, TEXAS 78006 | OFFICE:830.249.0600
TBPE FIRM REGISTRATION F-004512 | TBPLS FIRM REGISTRATION F-10024000
CIVIL ENGINEERS | SURVEYORS | LAND PLANNERS | CONSTRUCTION MANAGERS | CONSULTANTS

STATE OF TEXAS
REGISTERED
KYLE L. PRESSLER
6528
PROFESSIONAL
LAND SURVEYOR

KYLE L. PRESSLER DATE: MAY 21, 2026
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6528
KYLE.PRESSLER@MATKINHOOVER.COM
JOB NO. 20-5015 - V1503/P172 EASEMENT ABANDONMENT

Exhibit C

QUITCLAIM

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

DATE: _____, 2026

GRANTOR: City of Georgetown, a Texas home-rule municipal corporation

GRANTOR'S MAILING ADDRESS: P.O. Box 409, Georgetown, Williamson County, Texas 78627

GRANTEE: Vale Building Group LLC, a Texas limited liability company

GRANTEE'S MAILING ADDRESS: 1165 N. Patterson Avenue, Florence, Texas 76527

CONSIDERATION: Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

PROPERTY:

All of Grantor's right, title and interest in and to (i) a portion of that certain called 2.29 acre access easement that is more fully described in the Warranty Deed recorded in Volume 1008, Page 788, of the Official Public Records of Williamson County, Texas, and (i) a portion of that certain called 1.00 acre right of way easement that is more fully described in the Right of Way Easement recorded in Volume 1503, Page 172, of the Official Public Records of Williamson County, Texas; such portions of the above-referenced easements being those portions that encumber Lot 901, 1, and 10, Block A, Daniels Mountain Phase 1, a subdivision of record in Williamson County, Texas, according to the map or plat thereof recorded in Document No. 2024046173 of the Official Public Records of Williamson County, Texas and/or that encumber a 252.9-acre tract of land described by metes and bounds in that certain Warranty Deed recorded in Document No. 2018098547 of the Official Public Records of Williamson County, Texas.

For the consideration, GRANTOR quitclaims to GRANTEE all of GRANTOR'S right, title, and interest in and to the above described Property, to have and to hold it to GRANTEE, GRANTEE'S successors and assigns, forever. Neither GRANTOR, nor GRANTOR'S successors and assigns, shall have, claim or demand any right or title to the Property or any part of it.

EXECUTED this the _____ day of _____, 2026.

GRANTOR:

CITY OF GEORGETOWN

BY: _____
Joshua Schroeder, Mayor

ATTEST:

_____
Robyn Densmore, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

ACKNOWLEDGMENT

BEFORE ME, the undersigned authority, on this date personally appeared Joshua Schroeder, Mayor of the City of Georgetown, a Texas home-rule municipal corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said municipality, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ___day of _____, 2026.

_____
Notary Public, State of Texas

APPROVED AS TO FORM:

_____
Skye Masson, City Attorney

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DATE: _____, 2026

GRANTOR: City of Georgetown, a Texas home-rule municipal corporation

GRANTOR'S MAILING ADDRESS: P.O. Box 409, Georgetown, Williamson County, Texas 78627

GRANTEE: C.A. Doose & Company, LLC, a Texas limited liability company

GRANTEE'S MAILING ADDRESS: 800 Kennedy Court, Belton, Texas 76513

CONSIDERATION: Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

PROPERTY:

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For the consideration, GRANTOR quitclaims to GRANTEE all of GRANTOR'S right, title, and interest in and to the above-described Property, to have and to hold it to

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BY: _____
Joshua Schroeder, Mayor

ATTEST:

_____
Robyn Densmore, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

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APPROVED AS TO FORM:

_____
Skye Masson, City Attorney

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DATE: _____, 2026

GRANTOR: City of Georgetown, a Texas home-rule municipal corporation

GRANTOR'S MAILING ADDRESS: P.O. Box 409, Georgetown, Williamson County, Texas 78627

GRANTEE: Patrick Henry Stanford Jr. and Patrick Henry Stanford III

GRANTEE'S MAILING ADDRESS: 516 Vale Pond Spur, Georgetown, Texas 78633

CONSIDERATION: Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

PROPERTY:

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ATTEST:

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Robyn Densmore, City Secretary

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GRANTEE'S MAILING ADDRESS: 800 Kennedy Court, Belton, Texas 76513

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BY: _____
Joshua Schroeder, Mayor

ATTEST:

_____
Robyn Densmore, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

ACKNOWLEDGMENT

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_____
Notary Public, State of Texas

APPROVED AS TO FORM:

_____
Skye Masson, City Attorney

QUITCLAIM

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GRANTOR'S MAILING ADDRESS: P.O. Box 409, Georgetown, Williamson County, Texas 78627

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GRANTEE'S MAILING ADDRESS: 1165 N. Patterson Avenue, Florence, Texas 76527

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BY: _____
Joshua Schroeder, Mayor

ATTEST:

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Robyn Densmore, City Secretary

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_____
Notary Public, State of Texas

APPROVED AS TO FORM:

_____
Skye Masson, City Attorney

City of Georgetown, Texas
City Council
October 27, 2026

SUBJECT:
Second Reading - 2026-13-SUP - 2303 S Austin Ave

SUGGESTED ACTION:
Second Reading of an Ordinance on a request for a Special Use Permit (SUP) for the specific use of Automobile Repair and Service, General, in the General Commercial [C3] zoning district on the property located at 2303 S Austin Ave, bearing the legal description of 0.95 Acres, Lot 7A, Block 1, Highland Park (BLK 1 LTS 7 & 8 AMD) (2026-13-SUP) -- Hunter Gould, Planner

ITEM SUMMARY:
The applicant is requesting a Special Use Permit (SUP) for the Automobile Repair & Service, General use within the General Commercial Zoning District (C3)

FINANCIAL IMPACT:
None. The applicant has paid the required application fees.

SUBMITTED BY:
Anish Dsouza, Planning Department

ATTACHMENTS:
2026-13-SUP Ordinance.pdf
2026-13-SUP Staff Presentation.pdf
2026-13-SUP Staff Report.pdf
Exhibit 1- Location Map.pdf
Exhibit 2- Future Land Use Map.pdf
Exhibit 3- Zoning Map.pdf
Exhibit 4- Concept Plan.pdf
Exhibit 5- Letter of Intent.pdf
Exhibit 6- Criteria Analysis.pdf

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, GRANTING A SPECIAL USE PERMIT FOR THE SPECIFIC USE OF GENERAL AUTOMOBILE REPAIR AND SERVICE WITHIN THE GENERAL COMMERCIAL (C-3) ZONING DISTRICT, FOR THE PROPERTY LOCATED AT 2303 SOUTH AUSTIN AVENUE AND 211 WEST 24TH STREET, BEARING THE LEGAL DESCRIPTION OF 0.52 ACRES, LOT 1A, BLOCK 1, HIGHLAND PARK REVISED (BLK 1 LT 1 & 2 W/PT AMD) AND 0.95 ACRES, LOT 7A, BLOCK 1, HIGHLAND PARK (BLK 1 LTS 7 & 8 AMD); REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an application has been made to the City for the purpose of allowing a special use of the following described real property ("the Property"):

Lot 1A, Block 1, out of the Amending Plat of Lot 1 and West 1/2 Lot 2, Block 1, Highland Park Revised Subdivision and Lot 7A, Block 1, out of the Amending Plat of Lot 7 and Lot 8, Block 1, Highland Park Revised Subdivision, generally located at 2303 South Austin Avenue and 211 West 24th Street, Georgetown, Texas, as recorded in document number 2015014602 and 2017018498, of the Official Public Records of Williamson County, Texas, hereinafter referred to as " The Property"; and

WHEREAS, the Planning and Zoning Commission, at a meeting on September 15, 2026, held the required public hearing and submitted a recommendation of approval with conditions to the City Council for the requested rezoning of the Property; and

WHEREAS, public notice of such hearing was accomplished in accordance with State Law and the City's Unified Development Code through newspaper publication, signs posted on the Property, and mailed notice to nearby property owners; and

WHEREAS, the City Council, at a meeting on October 13, 2026, held an additional public hearing prior to taking action on the requested special use of the Property.

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

Section 1. The meeting at which this ordinance was approved was conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 2. The facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and correct and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim.

Section 3. The City Council hereby finds that this Ordinance implements the vision, goals, and policies of the Georgetown 2030 Comprehensive Plan and further finds that the enactment of this Ordinance is not inconsistent or in conflict with any other policies or provisions of the 2030 Comprehensive Plan and the City's Unified Development Code.

Section 4. The Zoning District for the Property shall remain General Commercial (C-3) and the Ordinance allowing for the special use of General Automobile Repair and Service on the property is hereby adopted, in accordance with the attached ***Exhibit A*** (Conceptual Site Plan), subject to the following conditions:

1. That all future activity on the property occurs indoors, and at the time of the reconstruction that the impervious cover on the adjacent lot is removed.

Section 5. All ordinances or resolutions that conflict with the provisions of this ordinance are hereby repealed, and all other ordinances or resolutions of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

Section 6. If any provision of this ordinance, or application thereof, to any person or circumstance, shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this ordinance, which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are hereby declared to be severable.

Section 7. The Mayor is hereby authorized to sign this ordinance and the City Secretary to attest. This Ordinance shall become effective and be in full force and effect immediately in accordance with the provisions of the City Charter of the City of Georgetown.

PASSED AND APPROVED on First Reading on the _____of _____, 2026.

PASSED AND APPROVED on Second Reading on the _____ of _____, 2026.

CITY OF GEORGETOWN, TEXAS

_____

Josh Schroeder, Mayor

ATTEST:

_____

Robyn Densmore, City Secretary

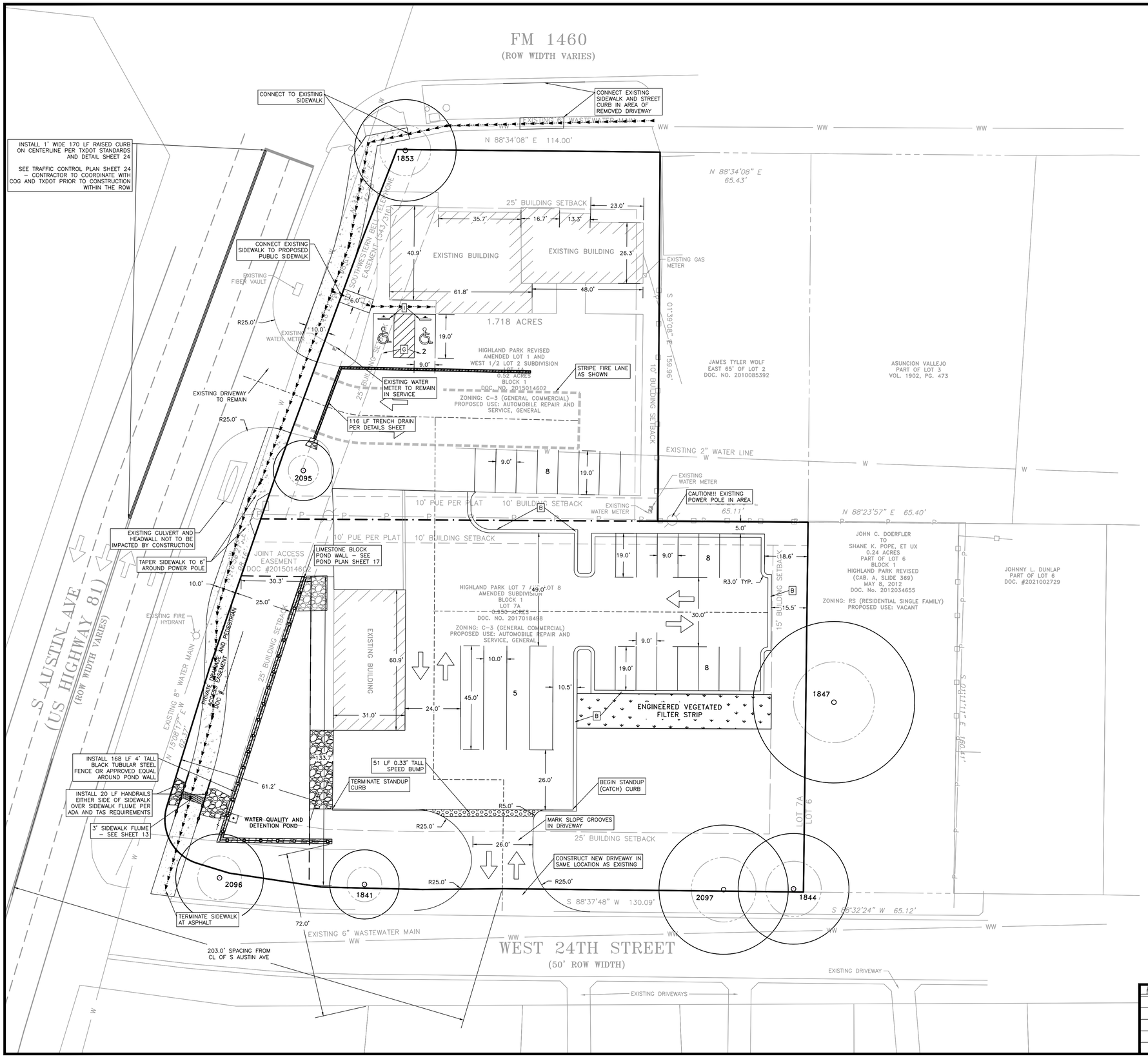
APPROVED AS TO FORM:

_____

Skye Masson, City Attorney

EXHIBIT A

G:\Shared drives\Sandlin Services LLC\Sandlin Services Projects\Land Development Division\01-0148-001 Pro Glass Georgetown\CAD\Construction Sheets\S PGG SITE.dwg-SITE PLAN Plotted Jul 17, 2026 at 8:10am by Engineer | Last Saved by: Engineer



NOTES

1. ALL LIGHTING FIXTURES SHALL BE DESIGNED TO COMPLETELY CONCEAL AND FULL SHIELD. WITHIN AN OPAQUE HOUSING, THE LIGHT SOURCE FROM VISIBILITY FROM ANY STREET RIGHT–OF–WAY. THE CONE OF LIGHT SHALL NOT CROSS ANY ADJACENT PROPERTY LINE. THE ILLUMINATION SHALL NOT EXCEED 2 FOOT CANDLES AT A HEIGHT OF THREE FEET AT THE PROPERTY LINE. ONLY INCANDESCENT, FLUORESCENT. COLOR–CORRECTED HIGH–PRESSURE SODIUM OR METAL HALIDE MAY BE USED. ALL VEHICLE OR PEDESTRIAN ACCESS SHALL BE SUFFICIENTLY LIGHTED TO ENSURE SECURITY OF PROPERTY AND PERSONS.
2. ALL ROOF, WALL AND GROUND MOUNTED MECHANICAL EQUIPMENT MUST BE SCREENED IN ACCORDANCE WITH CHAPTER 8 OF THE UDC. IF ROOF AND WALL MOUNTED EQUIPMENT OF ANY TYPE INCLUDING DUCT WORK AND LARGE VENTS IS PROPOSED IT SHALL BE SHOWN ON THE SITE PLAN AND SCREENING IDENTIFIED. SCREENING OF MECHANICAL EQUIPMENT SHALL RESULT IN THE MECHANICAL EQUIPMENT BLENDING IN WITH THE PRIMARY BUILDING AND NOT APPEARING SEPARATE FROM THE BUILDING AND SHALL BE SCREENED FROM VIEW OF ANY RIGHTS–OF–WAY OR ADJOINING PROPERTIES.
3. PER CHAPTER 8, THE DUMPSTER ENCLOSURES MUST BE ONE (1) FOOT ABOVE THE HEIGHT OF THE WASTE CONTAINER. USE PROTECTIVE POLES IN CORNERS AND AT IMPACT AREAS. FENCE POSTS SHALL BE OF RUST PROTECTED METAL OR CONCRETE. A MINIMUM 6" SLAB IS REQUIRED AND MUST BE SLOPED TO DRAIN; THE ENCLOSURE MUST HAVE STEEL FRAMED GATES WITH SPRING LOADED HINGES AND FASTENERS TO KEEP CLOSED. SCREENING MUST BE ON ALL FOUR SIDES BY MASONRY WALL OR APPROVED FENCE OR SCREENING WITH OPAQUE GATES.
4. ROLLOUT BINS ARE TO BE UTILIZED ON THIS SITE.
5. ALL CURB IS LAYDOWN UNLESS OTHERWISE NOTED.
6. ALL UTILITY SERVICES ARE EXISTING AND NOT PROPOSED WITH THESE PLANS.
7. SPEED LIMIT OF S AUSTIN AVE: 40 MPH

SITE DATA	
	PROPOSED
TOTAL SITE AREA	64,384 SF = 1.48 AC
EXISTING ZONING SETBACKS	C–3 (GENERAL COMMERCIAL) STREET YARD – 25 FT MIN FRONT – 25 FT MIN SIDE – 10/15 FT MIN REAR – 10 FT MIN
EXISTING IMPERVIOUS COVER	23,885 SF = 0.55 AC = 37.1%
PROPOSED IMPERVIOUS COVER	36,272 SF = 0.83 AC = 56.3%
MAXIMUM IMPERVIOUS COVER	45,069 SF = 1.03 AC = 70.0%
BUILDING HEIGHT	1 STORY – SEE ARCH. PLANS BY OTHERS
FOUNDATION TYPE	CONCRETE SLAB

PARKING TABLE	
TOTAL BUILDING AREA	5,947 SF
PARKING RATIO – "AUTOMOTIVE SERVICES"	1 SPACE:400 SF + 1 SPACE/1000 SF STORAGE
PARKING REQUIRED	5,947 SF / 400 = 15 SPACES
PARKING PROVIDED	31 SPACES INCLUDING 2 ADA (1 VAN)

THESE PLANS ARE RELEASED UNDER THE AUTHORITY OF NICHOLAS R. SANDLIN, P.E., TBPELS#124404, FOR THE PURPOSES OF REVIEW AND ARE NOT TO BE USED FOR CONSTRUCTION PRIOR TO APPROVAL BY THE APPLICABLE GOVERNMENT AUTHORITIES

THIS PLAN SET FOR REVIEW ONLY NOT FOR CONSTRUCTION

SITE PLAN LEGEND

- PROPOSED PROPERTY/ PROJECT BOUNDARY LINE
- EXISTING R.O.W./PROPERTY LINE
- EXISTING EASEMENT LINE
- FIRE LANE
- PROPOSED CURB & GUTTER
- STREET CENTERLINE
- 4' FENCE
- STRUCTURAL RETAINING WALL (BY OTHERS)
- PROPOSED CONCRETE SIDEWALK
- (R) PROPOSED PARKING SPACES
- (T) TRANSFORMER PAD
- SITE WALLS
- TAS ACCESSIBLE ROUTE
  TAS ACCESSIBLE ROUTES MAY NOT EXCEED A CROSS SLOPE OF 1:50 (2%) OR EXCEED A RUNNING SLOPE OF 1:20 (5%) UNLESS DESIGNED AS A RAMP. THE MAXIMUM RUNNING SLOPE OF A RAMP IN NEW CONSTRUCTION IS 1:12 (8.33%). THE MAXIMUM RISE FOR ANY RAMP RUN IS 30 INCHES. REFER TO GRADING SHEET(S).
- EX. WATER LINE / PR. WATER LINE
- EX. WASTEWATER / PR. FIRE LINE
- EX. STORM SEWER LINE / PR. WASTEWATER
- PR. STORM SEWER LINE
- EX. FIRE HYDRANT / PR. FIRE HYDRANT
- EX. WATER METER / PR. WATER METER
- EX. WASTEWATER MANHOLE / PR. WASTEWATER MANHOLE
- FITTINGS AS NOTED
- FLOW ARROW
- GATE VALVE AS NOTED
- WW CLEAN OUT
- BFP BACK FLOW PREVENTER
- EX. UTILITY POLE

SITE LEGEND

A	6" CURB & GUTTER. SEE DETAIL SHEET.
B	RIBBON CURB. SEE DETAIL SHEET.
C	CASTELLATED CURB. SEE DETAIL SHEET.
D	STANDARD CITY TYPE II DRIVEWAY. SEE DETAIL SHEET
E	CONCRETE SIDEWALK. SEE DETAIL SHEET.
F	PEDESTRIAN CROSSWALK.
G	HANDICAP SPACE W/SIGN. SEE DETAIL SHEET.
H	PEDESTRIAN ADA RAMP OR AT GRADE ADA DOME PAVERS. SEE DETAIL SHEET.
I	CONCRETE WHEEL STOP. SEE DETAIL SHEET.
J	STANDARD CITY BIKE RACK. SEE DETAIL SHEET.
K	DUMPSTER ENCLOSURE WITH CONCRETE PAD PER GEOTECHNICAL REPORT AND CITY STANDARDS

811 TEXAS 811.ORG DIG SAFE BEFORE YOU DIG

WARNING !!!! CONTRACTOR TO FIELD VERIFY ALL EXIST. UTILITIES VERTICALLY AND HORIZONTALLY PRIOR TO CONSTRUCTION. THE CONTRACTOR IS TO CONTACT ENGINEER IF ANY EXISTING UTILITY INFORMATION DIFFERS FROM DATA SHOWN IN THE PLANS. CALL 811 BEFORE YOU DIG.

THESE PLANS COPYRIGHTED BY SANDLIN SERVICES, LLC

ENGINEERING | CONSULTING
SANDLIN
SERVICES, LLC
TBPELS FIRM #21356
9111 JOLLYVILLE RD. STE 212 AUSTIN, TX 78759

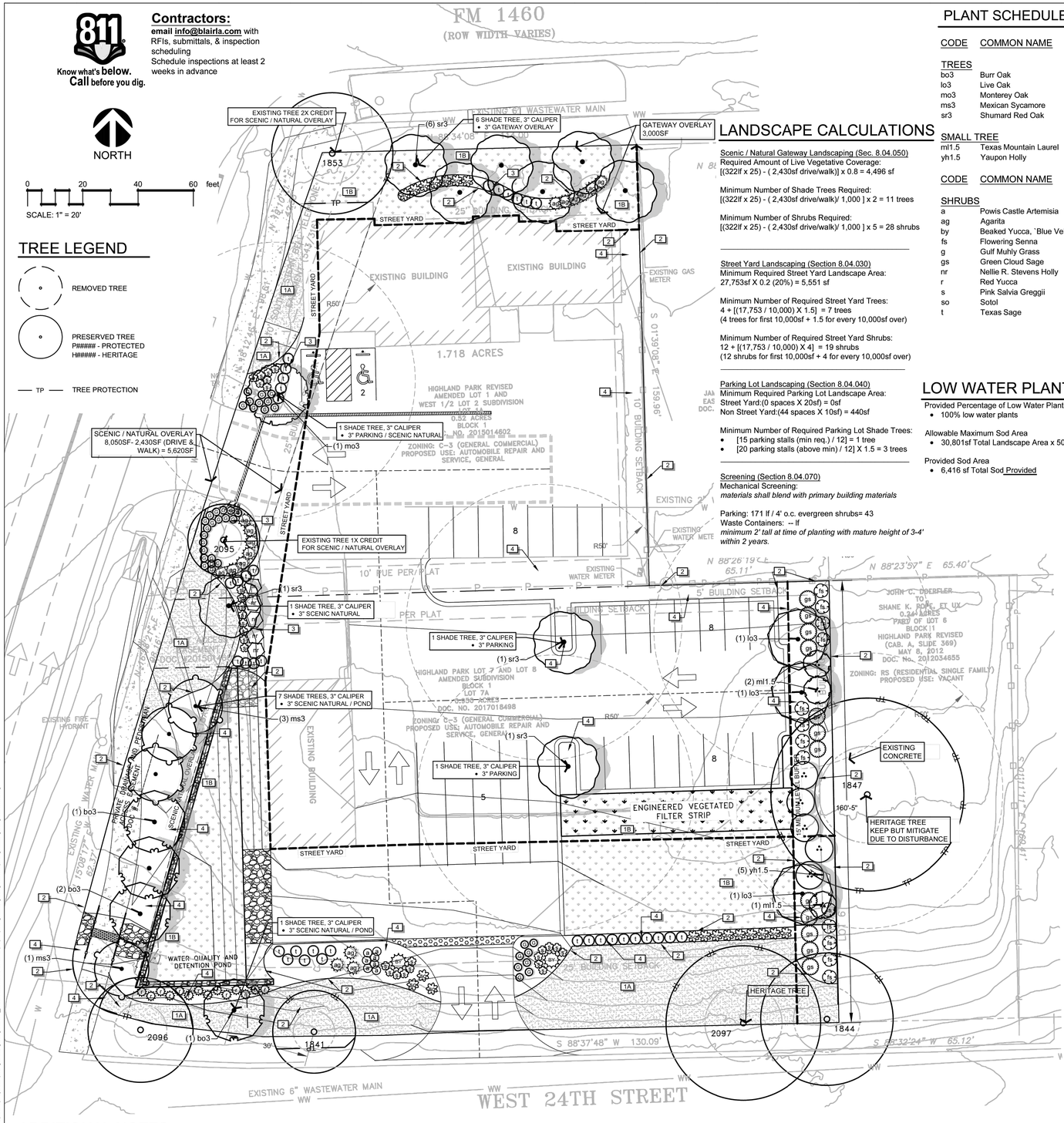
SITE PLAN

PROJECT CASE: 2025-7-SDP
PRO GLASS GEORGETOWN

#	REVISION DESCRIPTION	SIGNATURE	DATE

Contractors:
email info@blairla.com with RFIs, submittals, & inspection scheduling
Schedule inspections at least 2 weeks in advance

811 Know what's below. Call before you dig.



NORTH

0 20 40 60 feet

SCALE: 1" = 20'

TREE LEGEND

REMOVED TREE

PRESERVED TREE
P##### - PROTECTED
H###### - HERITAGE

TP TREE PROTECTION

LANDSCAPE CALCULATIONS

Scenic / Natural Gateway Landscaping (Sec. 8.04.050)
Required Amount of Live Vegetative Coverage:
[(322lf x 25) - (2,430sf drive/walk)] x 0.8 = 4,496 sf

Minimum Number of Shade Trees Required:
[(322lf x 25) - (2,430sf drive/walk)/ 1,000] x 2 = 11 trees

Minimum Number of Shrubs Required:
[(322lf x 25) - (2,430sf drive/walk)/ 1,000] x 5 = 28 shrubs

Street Yard Landscaping (Section 8.04.030)
Minimum Required Street Yard Landscape Area:
27,753sf X 0.2 (20%) = 5,551 sf

Minimum Number of Required Street Yard Trees:
4 + [(17,753 / 10,000) X 1.5] = 7 trees
(4 trees for first 10,000sf + 1.5 for every 10,000sf over)

Minimum Number of Required Street Yard Shrubs:
12 + [(17,753 / 10,000) X 4] = 19 shrubs
(12 shrubs for first 10,000sf + 4 for every 10,000sf over)

Parking Lot Landscaping (Section 8.04.040)
Minimum Required Parking Lot Landscape Area:
Street Yard:(0 spaces X 20sf) = 0sf
Non Street Yard:(44 spaces X 10sf) = 440sf

Minimum Number of Required Parking Lot Shade Trees:
- [15 parking stalls (min req.) / 12] = 1 tree
- [20 parking stalls (above min) / 12] X 1.5 = 3 trees

Screening (Section 8.04.070)
Mechanical Screening:
materials shall blend with primary building materials

Parking: 171 lf / 4' o.c. evergreen shrubs= 43
Waste Containers: -- lf
minimum 2' tall at time of planting with mature height of 3-4' within 2 years.

PLANT SCHEDULE

CODE	COMMON NAME	BOTANICAL NAME	CONT	CAL	SIZE	QTY	WATER USE	MATURE HEIGHT	SEASON
TREES									
bo3	Burr Oak	Quercus macrocarpa	65 gallon min.	3"Cal	8`-10` H min.	4	Low	25 - 40ft. ht.	Deciduous
lo3	Live Oak	Quercus virginiana	65 gallon min.	3"Cal	6` H min	3	Low	25 - 40ft. ht.	Evergreen
mo3	Monterey Oak	Quercus polymorpha `Monterey`	65 gallon min.	3" Cal	8`-10` H min.	1	Low	25 - 40ft. ht.	Evergreen, Semi-deciduous
ms3	Mexican Sycamore	Platanus mexicana	65 gallon min.	3"Cal	8`-10` H min.	4	Medium	25 - 40ft. ht.	Deciduous
sr3	Shumard Red Oak	Quercus shumardii	65 gallon min.	3"Cal	8`-10` H min.	9	Low	25 - 40ft. ht.	Deciduous
SMALL TREE									
ml1.5	Texas Mountain Laurel	Sophora secundiflora	15 gal	1.5"Cal	6` H min	3	Low - Medium	15 - 25ft. ht.	Evergreen
yh1.5	Yaupon Holly	Ilex vomitoria	15 gal	1.5"Cal	6` H min	5	Low - Medium	< - ft. ht.	Evergreen

CODE	COMMON NAME	BOTANICAL NAME	CONT	SIZE	QTY	WATER USE	MATURE HEIGHT	SEASON
SHRUBS								
a	Powis Castle Artemisia	Artemisia x `Powis Castle`	5 gal	24" H min at time of install	7	Low	18 - 36in. ht.	Evergreen
ag	Agarita	Berberis trifoliata	5 gal	24" H min at time of install	16	Very low	18 - 36in. ht.	Evergreen
by	Beaked Yucca, `Blue Velvet`	Yucca rostrata `Blue Velvet`	5 gal	24" H min at time of install	2	Very low	3 - 6ft. ht.	Evergreen
fs	Flowering Senna	Cassia corymbosa	5 gal	24" H min at time of install	13	Low	6 - ft. ht.	Evergreen, Semi-deciduous
g	Gulf Muhly Grass	Muhlenbergia capillaris `Autumn Blush`	5 gal	24" H min at time of install	38	Low - Medium	18 - 36in. ht.	Semi-deciduous
gs	Green Cloud Sage	Leucophyllum frutescens `Green Cloud` TM	5 gal	24" H min at time of install	12	Low - Medium	6 - 10ft. ht.	Evergreen, Semi-deciduous
nr	Nellie R. Stevens Holly	Ilex x `Nellie R Stevens`	5 gal	24" H min at time of install	5	Low - Medium	15 - 25ft. ht.	Evergreen
r	Red Yucca	Hesperaloe parviflora	5 gal	24" H min at time of install	14	Very low - Low	3 - 6ft. ht.	Evergreen
s	Pink Salvia Greggii	Salvia greggii `Pink`	5 gal	24" H min at time of install	28	Low	18 - 36in. ht.	Evergreen, Semi-deciduous
so	Sotol	Dasylirion texanum	5 gal	24" H min at time of install	19	Low	3 - 6ft. ht.	Evergreen
t	Texas Sage	Leucophyllum frutescens	5 gal	24" H min at time of install	36	Low	3 - 6ft. ht.	Evergreen

LOW WATER PLANTS / SOD AREA

Provided Percentage of Low Water Plants
- 100% low water plants

Allowable Maximum Sod Area
- 30,801sf Total Landscape Area x 50% = 15,400sf Allowed

Provided Sod Area
- 6,416 sf Total Sod Provided

REFERENCE NOTES SCHEDULE

SYMBOL	CODE	DESCRIPTION	QTY
	1A	Lawn, Bermuda "Tif 419" Sod. Provide spray irrigation. Temporary irrigation only within septic fields or Right of Way (R.O.W.). Pre emergent weed treatment recommended.	6,416 sf
	1B	Lawn, Native Grass 609S Seed Mix. Upland Species, Shade-Dappeled Light Mix by C.O.A. 609S standards where existing is disturbed. Mix listed on spec sheet. Hydromulch w/tackifier agent. Temporary irrigation. Available through www.seedsource.com.	10,237 sf
	2	Steel edge, 3/16" x 4"landscape edging as manufactured by Ryerson, or equal, dark green and furnished with steel stakes. Install edging in smooth curves free of kinks. Final height of edging to be 1" above height of soil mat of sod.	
	3	Mulch, Native Hardwood. 3" deep with drip irrigation. Ensure that drip line is placed above rootballs.	
	4	River Cobble, "Brazos Brown" aka "Cafe". 3-4" size. 3" deep, weed barrier cloth beneath. If used in areas near plants provide irrigation bubblers to plants and use the following bed prep: 6" of "Growers Mix" soil (40% compost, 40% loam, 10% sand) tilled into existing soil in all areas of the bed. Pocket planting acceptable where plant material is not massed or limestone is present.	

SITE PLAN LEGEND

- PROPOSED PROPERTY/ PROJECT BOUNDARY LINE
- EXISTING R.O.W./PROPERTY LINE
- EXISTING EASEMENT LINE
- TP PROPOSED TREE PROTECTION
- FIRE LANE
- PROPOSED CURB & GUTTER
- STREET CENTERLINE
- FENCE
- STRUCTURAL RETAINING WALL (BY OTHERS)
- PROPOSED CONCRETE SIDEWALK
- PROPOSED PARKING SPACES (8 / T)
- TRANSFORMER PAD
- SITE WALLS
- PHASING
- TAS ACCESSIBLE ROUTE
  TAS ACCESSIBLE ROUTES MAY NOT EXCEED A CROSS SLOPE OF 1:50 (2%) OR EXCEED A RUNNING SLOPE OF 1:20 (5%) UNLESS DESIGNED AS A RAMP. THE MAXIMUM RUNNING SLOPE OF A RAMP IN NEW CONSTRUCTION IS 1:12 (8.33%). THE MAXIMUM RISE FOR ANY RAMP RUN IS 30 INCHES. REFER TO GRADING SHEET(S).
- EX. WATER LINE / PR. WATER LINE
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- EX. STORM SEWER LINE / PR. WASTEWATER
- PR. STORM SEWER LINE
- EX. FIRE HYDRANT / PR. FIRE HYDRANT
- EX. WATER METER / PR. WATER METER
- EX. WASTEWATER MANHOLE / PR. WASTEWATER MANHOLE
- FITTINGS AS NOTED
- GATE VALVE AS NOTED / FLOW ARROW
- WW CLEAN OUT
- BFP BACK FLOW PREVENTER / EX. UTILITY POLE

Non-Residential Landscape Planting Requirements Summary Table

	Landscape Area Required	Landscape Area Proposed	Shrubs Required	Shrubs Proposed	Evergreen Shrubs Required	Evergreen Shrubs Proposed	Evergreen Ornamental Trees Required	Evergreen Ornamental Trees Proposed	Shade Trees Required	Shade Trees Proposed
Scenic / Natural Gateway Landscaping – Section 8.04.050 (if appl.)										
Scenic / Natural Gateway Landscape Required	4,496 sf		28						11	
Minus < 20` Landscape Credit Trees Counted	--	--	--	--	--	--	--	--	-1	--
Minus 20'+ Landscape Credit Trees Counted x 2	--	--	--	--	--	--	--	--	-2	--
Total	4,496 sf	5,242 sf	28	--	--	--	--	--	9	9
Gateway Overlay District Landscaping – Section 8.04.050 (if appl.)										
Gateway Landscape Required	3,000sf		15						6	
Minus < 20` Landscape Credit Trees Counted	--	--	--	--	--	--		--	--	--
Minus 20'+ Landscape Credit Trees Counted x 2	--	--	--	--	--	--	--	--	--	--
Total	3,000sf	3,831sf	15	19	--		--		6	6
Street Yard Landscaping - Section 8.04.030										
Street Yard Landscape Required	5,551 sf		19		--		--		7	
Minus < 20` Landscape Credit Trees Counted	--	--		--		--		--	--	--
Minus 20'+ Landscape Credit Trees Counted x 2	--	--		--		--		--	--	--
Minus area or plantings that can be credited from Scenic / Natural Landscape	-4,496 sf	--	-28	--	--	--	--	--	-9	--
Total	1,055 sf	14,590 sf	0	19		--		--	0	0
Parking Lot Landscaping -Section 8.04.040										
Parking Lot Landscape Required	440 sf								4	
Minus area or plantings that can be credited towards Street Yard Landscaping	--	--	--	--	--	--	--	--	--	--
Minus < 20` Landscape Credit Trees Counted	--	--	--	--	--	--	--	--	-1	--
Minus 20'+ Landscape Credit Trees Counted x 2	--	--	--	--	--	--	--	--	--	--
Total	440 sf	1,280 sf	--	--	--	--	--	--	3	4
Bufferyard Landscaping - Section 8.04.060 (if appl.)										
Bufferyard Landscape Required, Medium Level					26		6		3	
Minus < 20` Landscape Credit Trees Counted	--	--	--	--	--	--	--	--	--	--
Minus 20'+ Landscape Credit Trees Counted x 2	--	--	--	--	--	--	--	--	--	--
Total	--	--	--	--	26	26	6	6	3	3
Screening – Section 8.04.060 (if appl.)										
Total										
Grand Total	5,991 sf	21,112 sf	15	34	43	57	--	--	21	22

CITY OF GEORGETOWN LANDSCAPE PLAN NOTES

1. The Conventional System for irrigation has been selected for this development.
2. A separate irrigation plan will be provided at the time of application for a building permit and is included in these documents.
3. Maintenance: The current owner and subsequent owners of the landscaped property, or the manger or agent of the owner, shall be responsible for the maintenance of all landscaped areas and materials, required buffer yard areas and materials and required screening materials. Said areas must be maintained so as to present a healthy, neat and orderly appearance at all times and shall be kept free of refuse and debris. Maintenance will include replacement of all dead plant material if that material was used to meet the requirements of the UDC. All such plants shall be replaced within six (6) months of notification, or by the next planting season whichever comes first. A property / homeowners association may assume responsibility for maintenance of common areas.
4. This Landscape Plan has been prepared and certified by a Landscape Architect to meet all requirements (Chapter 8) of the City of Georgetown Unified Development Code.
5. All plant selections have been chosen from the City of Georgetown Preferred Plant List.
6. No more than 25% of plantings have been selected from any one species.
7. At least 50% of the required plant materials are low water users as identified on the preferred plant list.

ADDITIONAL NOTES

1. No new shade trees are to be planted under overhead electric lines.
2. No parking stall is to be located more than 50' from the trunk of a tree.
3. The Planning Department and the Urban Forester shall, at time of final inspection, inspect all projects to ensure compliance with the approved Landscape Plan prior to issuance of a certificate of occupancy. With this inspection, the Urban Forester or the Director may reject any tree or vegetation that does not reflect the approved plans or does not meet the requirements of this chapter and require replacement plantings.
   Upon the installation of trees, the owner or landscape architect shall notify the Urban Forester that the work is ready for final inspection. If faulty work or substandard plant material is found, the owner shall be notified of the necessary changes.
4. Provide bubblers to all proposed trees.
5. Run irrigation sleeves to all islands and beds prior to concrete pour.
6. Contractor is responsible for verifying all plant and material quantities.

Preparer's Seal and Statement of Compliance as follows (unless exempt per Section 8.05.020.B):

I, Will Blair, hereby certify that this Landscape Plan complies with the requirements of Chapter 8 of the Unified Development Code.

William S. Blair 12/6/2024

William S. Blair

LANDSCAPE PLAN
(2 OF 2)

SHEET 26 OF 27

Date | Description | Rev

543

Consultant Seal

Company Name and Address
William S. Blair
info@BlairLA.com
www.BlairLA.com
2026 E Ben White Blvd
#240-7873
Austin TX 78741

BLAIR LANDSCAPE ARCHITECTURE, LLC
QUALITY. INTEGRITY. RELIABILITY.

WILLIAM S. BLAIR 24741 REGISTERED LANDSCAPE ARCHITECT STATE OF TEXAS

William S. Blair
July 16, 2026

Project Name and Address
Pro Glass
2303 S. Austin Ave. &
211 24th St. & 209 24th St.
Georgetown, Texas

Sheet Title
Landscape Plan

Design By: Will Blair
Checked By: xxxx
Issue Date: 12/06/2024
Project Number: 24058-LP

L2
OF 3

will blair 7/16/2026 7:03 PM d:\bla dropbox\projects\pro glass, georgetown_ nick sandlin, shane pope\pro glass, georgetown\pro glass, georgetown.dwg

Pro-Glass (2303 S Austin Ave & 211 W 24th St) 2026-13-SUP

September 15, 2026 | Planning and Zoning Commission

GEORGETOWN TEXAS

Item Under Consideration

2026-13-SUP

- Public Hearing and possible action on a request for a Special Use Permit (SUP) for the specific use of Automobile Repair and Service, General, in the General Commercial [C3] zoning district for the property located at 2303 S Austin Ave, bearing the legal description of 0.95 Acres, Lot 7A, Block 1, Highland Park (BLK 1 LTS 7 & 8 AMD) (2026-13-SUP) -- Hunter Gould, Planner


Gas Station
Animal Hospital
FM 1460
Building Supply Store
Austin Ave
LEANDER ST
W 22ND ST
S AUSTIN AVE
LEANDER RD
FM 1460
FM 1460
W 24TH ST
HIGHLAND DR
INDUSTRIAL AVE
GEORGETOWN
TEXAS
more than welcome
Aerial
2026-13-SUP
SUP
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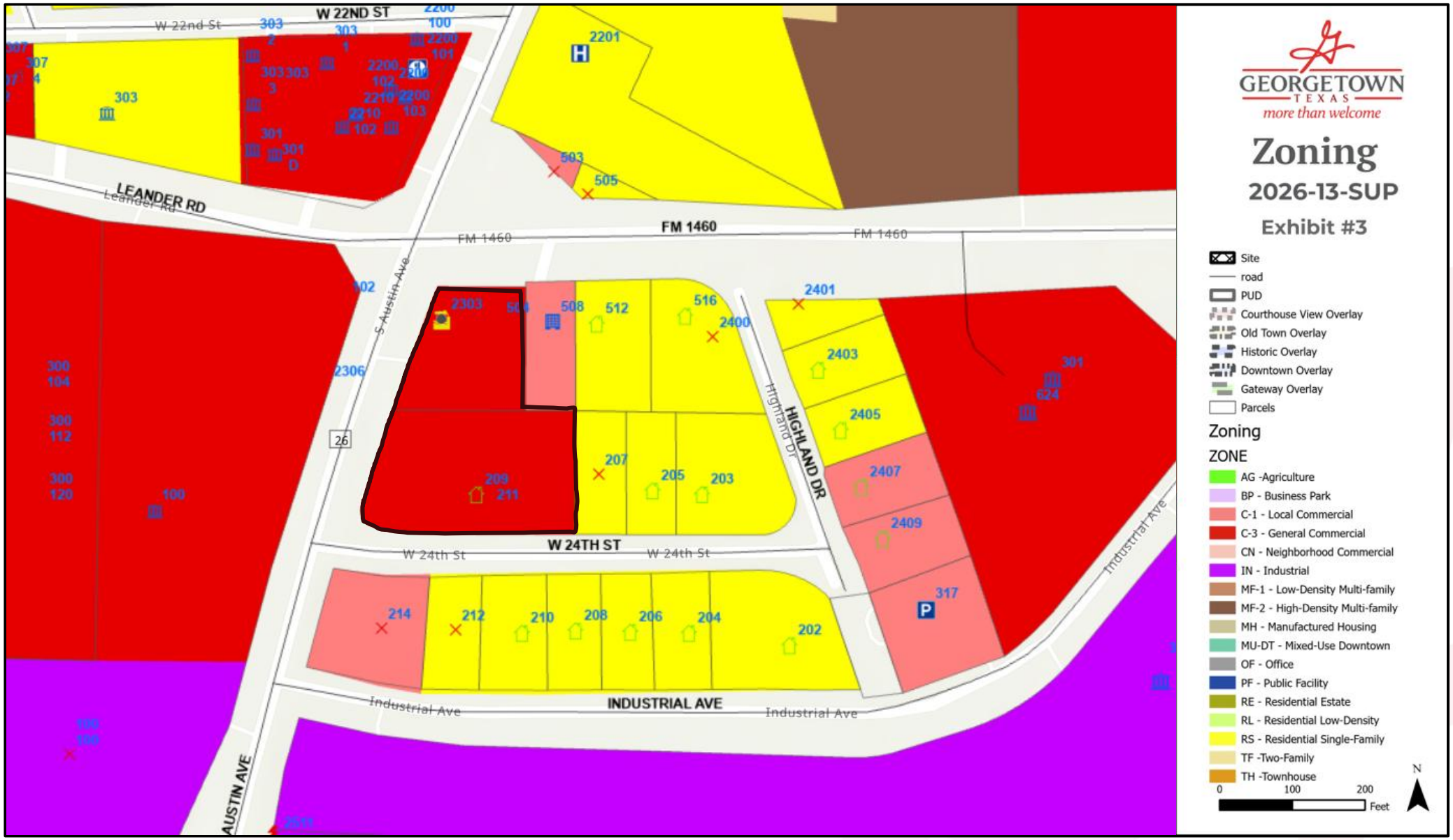
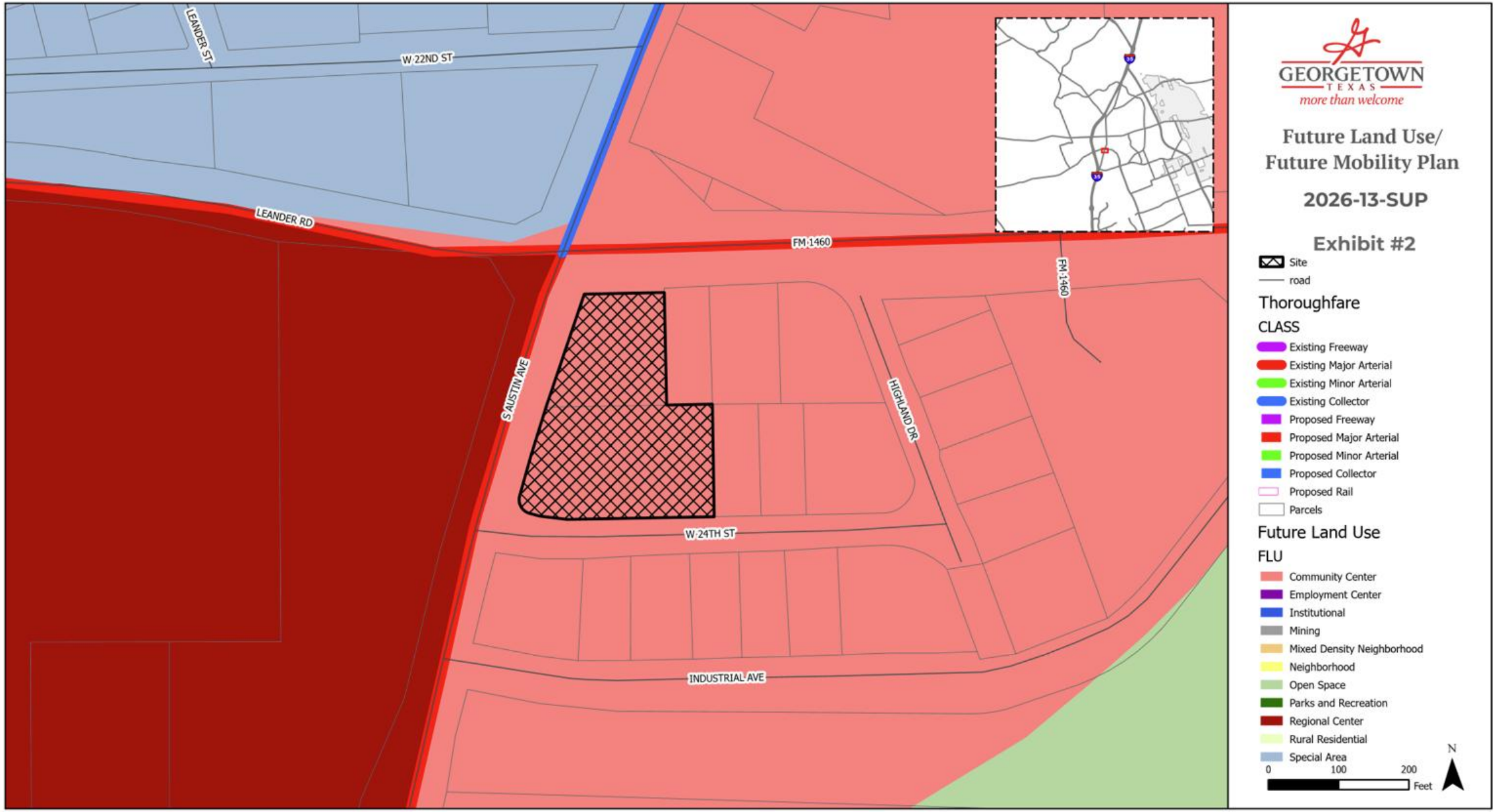
100
200
Feet


W 22ND ST
W 22nd St
LEANDER RD
Leander Rd
FM 1460
S Austin Ave
HIGHLAND DR
Highland Dr
W 24TH ST
W 24th St
INDUSTRIAL AVE
Industrial Ave
AUSTIN AVE
GEORGETOWN
TEXAS
more than welcome
Zoning
2026-13-SUP
Exhibit #3
Site
road
PUD
Courthouse View Overlay
Old Town Overlay
Historic Overlay
Downtown Overlay
Gateway Overlay
Parcels
Zoning
ZONE
AG -Agriculture
BP - Business Park
C-1 - Local Commercial
C-3 - General Commercial
CN - Neighborhood Commercial
IN - Industrial
MF-1 - Low-Density Multi-family
MF-2 - High-Density Multi-family
MH - Manufactured Housing
MU-DT - Mixed-Use Downtown
OF - Office
PF - Public Facility
RE - Residential Estate
RL - Residential Low-Density
RS - Residential Single-Family
TF -Two-Family
TH -Townhouse
0
100
200
Feet
N


LEANDER ST
W 22ND ST
LEANDER RD
FM 1460
FM 1460
S AUSTIN AVE
HIGHLAND DR
W 24TH ST
INDUSTRIAL AVE
GEORGETOWN
TEXAS
more than welcome
Future Land Use/
Future Mobility Plan
2026-13-SUP
Exhibit #2
Site
road
Thoroughfare
CLASS
Existing Freeway
Existing Major Arterial
Existing Minor Arterial
Existing Collector
Proposed Freeway
Proposed Major Arterial
Proposed Minor Arterial
Proposed Collector
Proposed Rail
Parcels
Future Land Use
FLU
Community Center
Employment Center
Institutional
Mining
Mixed Density Neighborhood
Neighborhood
Open Space
Parks and Recreation
Regional Center
Rural Residential
Special Area
N
0
100
200
Feet

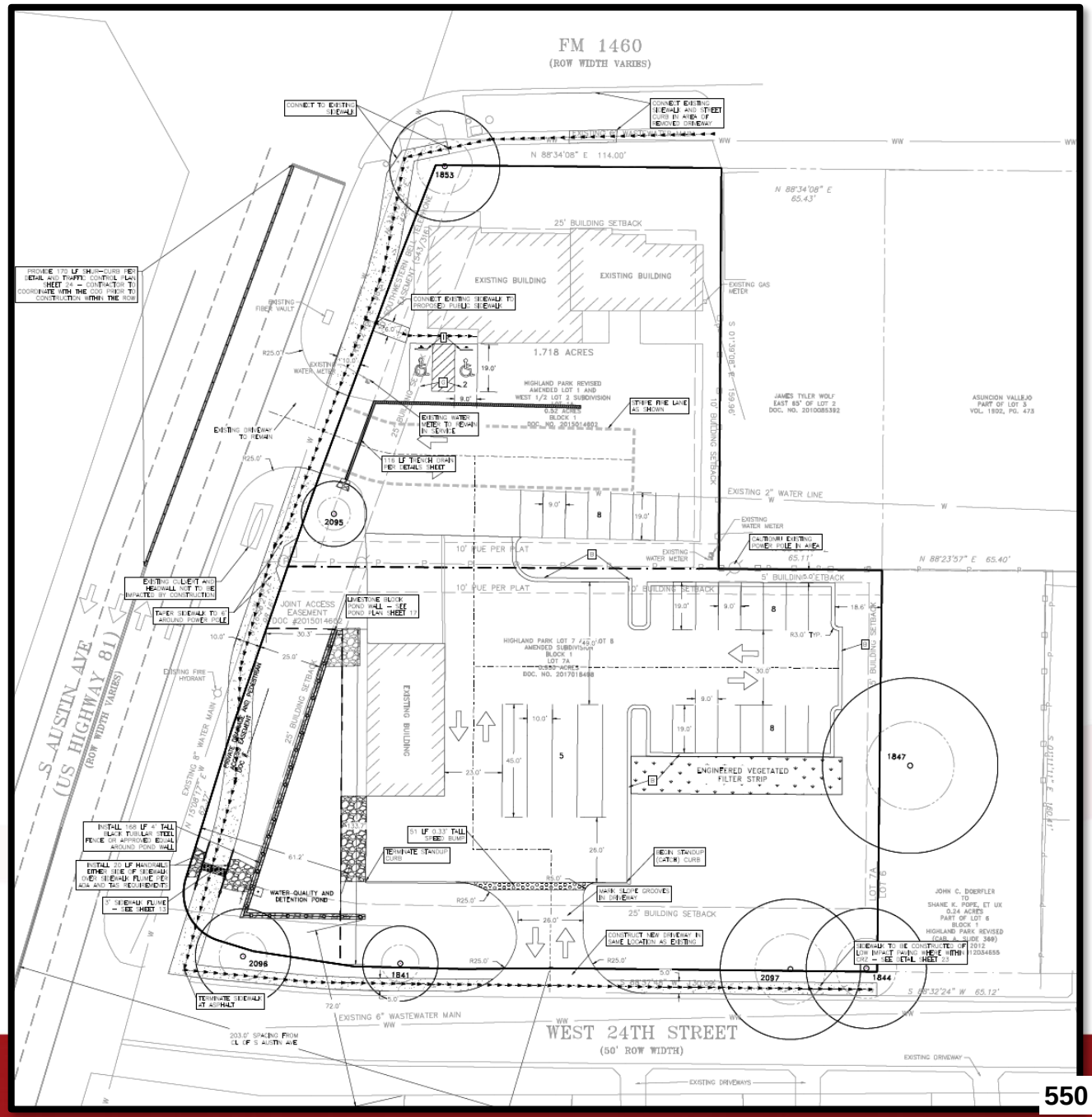
Summary of Request

- The Automobile Repair and Services, General use of the property is considered legally nonconforming, and the applicant would like to eliminate the nonconformity by obtaining a Special Use Permit



Conceptual Plan





Approval Criteria – UDC Section 3.07.030

Criteria for SUP	Complies	Partially Complies	Does Not Comply
The proposed special use is not detrimental to the health, welfare, and safety of the surrounding neighborhood or its occupants.		X	
The proposed use does not negatively impact existing uses in the area and in the City through the creation of noise, glare, fumes, dust, smoke, vibration, fire hazard or other injurious or noxious impact.		X	
The proposed use does not negatively impact existing uses in the area and in the City through impacts on public infrastructure such as roads, parking facilities, and water and sewer systems, and on public services such as police and fire protection and solid waste collection and the ability of existing infrastructure and services to adequately provide services.			X
The proposed conceptual site layout, circulation plan, and design are harmonious with the character of the surrounding area.		X	

Approval Criteria – UDC Section 3.06.030

Criteria for Rezoning	Complies	Partially Complies	Does Not Comply
The application is complete and the information contained within the application is sufficient and correct enough to allow adequate review and final action;	X		
The zoning change is consistent with the Comprehensive Plan;	X		
The zoning change promotes the health, safety or general welfare of the City and the safe orderly, and healthful development of the City;		X	

Approval Criteria – UDC Section 3.06.030

Criteria for Rezoning	Complies	Partially Complies	Does Not Comply
The zoning change is compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood; and		X	
The property to be rezoned is suitable for uses permitted by the district that would be applied by the proposed amendment.	X		

Staff Recommendation

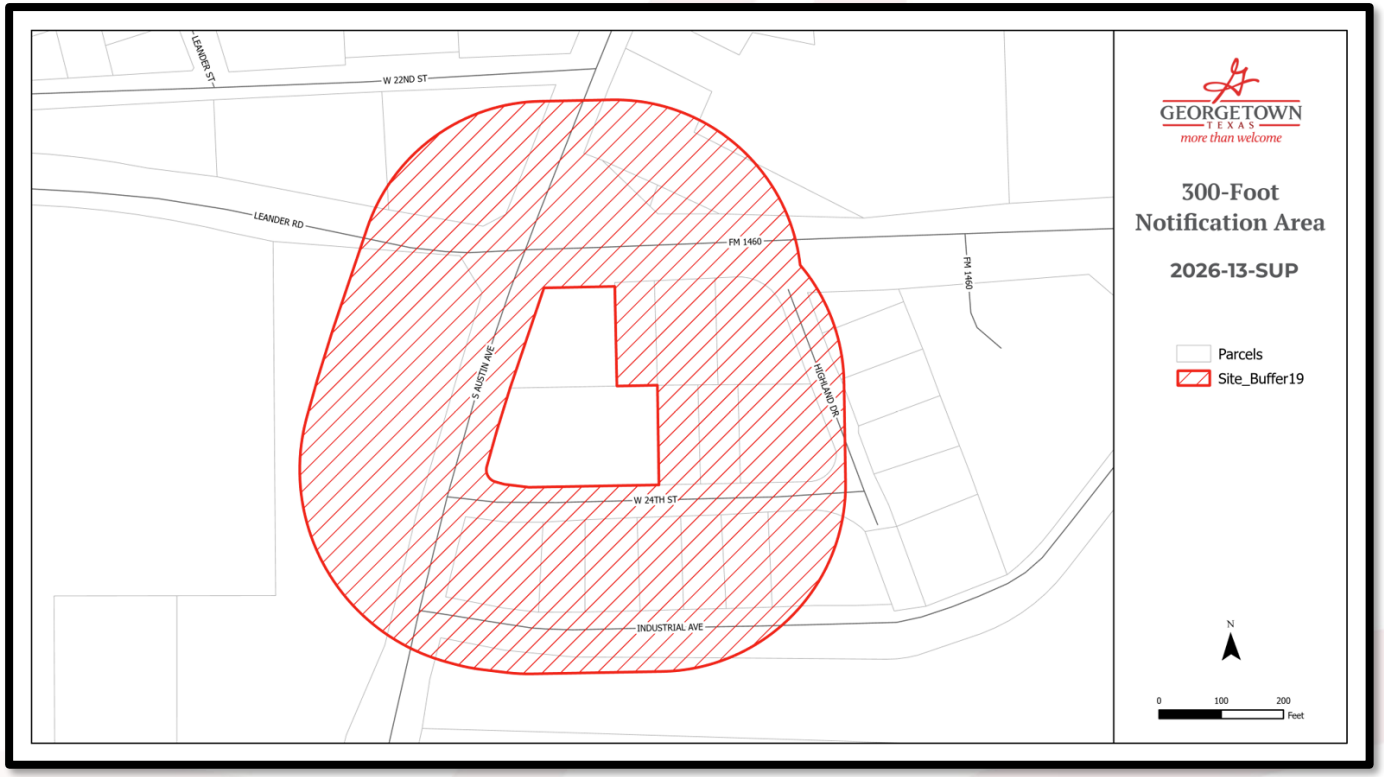
Staff recommend *approval* of the request as presented by the applicant

P&Z Recommendation

At their September 15th meeting, P&Z recommended *approval with conditions (7-0)* of the request, with the condition that the automotive repairs only take place inside of the building, and that the paved area within the property zoned RS be removed.

Public Notifications

- 25 property owners within the 300' buffer
- Notice in Sun News on August 30, 2026
- Three signs posted on the property
- To date, staff has received:
  - One written comment IN FAVOR
  - One written comment OPPOSED



Summary

- Public Hearing and possible action on a request for a Special Use Permit (SUP) for the specific use of Automobile Repair and Service, General, in the General Commercial [C3] zoning district for the property located at 2303 S Austin Ave, bearing the legal description of 0.95 Acres, Lot 7A, Block 1, Highland Park (BLK 1 LTS 7 & 8 AMD) (2026-13-SUP) -- Hunter Gould, Planner

Planning Department Staff Report

Report Date: 9/11/2026

Case Number: 2026-13-SUP

AGENDA ITEM DESCRIPTION

Public Hearing and possible action on a request for a Special Use Permit (SUP) for the specific use of Automobile Repair and Services, General in the General Commercial (C-3) Zoning District for the property located at 2303 Austin Ave S, Georgetown, TX 78626 & 211 24th St W, Georgetown, TX 78626, bearing the legal descriptions of HIGHLAND PARK REVISED (BLK 1 LT 1 & 2 W/PT AMD), BLOCK 1, Lot 1A, ACRES 0.52 and HIGHLAND PARK (BLK 1 LTS 7 & 8 AMD), BLOCK 1, Lot 7A, ACRES 0.95

AGENDA ITEM DETAILS

Project Name: Pro-Glass SUP

Applicant: Sandlin Services, c/o Nicholas Sandlin

Property Owner: Pro Glass, c/o Shane Pope

Property Addresses: 2303 AUSTIN AVE S, GEORGETOWN, TX 78626, & 211 24TH ST W, GEORGETOWN, TX 78626

Legal Descriptions:

- R539124: HIGHLAND PARK REVISED (BLK 1 LT 1 & 2 W/PT AMD), BLOCK 1, Lot 1A, ACRES 0.52
- R559138: HIGHLAND PARK (BLK 1 LTS 7 & 8 AMD), BLOCK 1, Lot 7A, ACRES 0.95

Current Zoning: General Commercial (C3)

Current Use: Automobile Repair & Service, General

APPLICANT'S REQUEST

The applicant is requesting a Special Use Permit (SUP) for the Automobile Repair & Service, General use within the General Commercial Zoning District (C3)

RECOMMENDATION

Staff recommend approval of the request.

PROPERTY CONTEXT

Neighborhood Character:

The subject property is located on the southeast corner of an active intersection – with Austin Ave (minor arterial) to the West and FM 1460 (major arterial) to the North. The northwest corner of the intersection features a gas station, convenience store and restaurants. The northeast corner is occupied by an animal hospital, and the southwest corner includes a building supply store.

The neighboring properties to the East and South make up a small, historic residential single-family neighborhood consisting of medium to low-priority historic residences as identified on the 2016 Historic Resources Survey. The neighborhood is enveloped by industrial and commercial districts.

Zoning Trends:
The subject property has a Community Center Future Land Use and is currently zoned General Commercial. It is subject to the Urban Gateway Image Corridor as designated in the 2030 Comprehensive Plan. The subject property was rezoned in March 2026 from Local Commercial (C1) and Neighborhood Commercial (CN) to General Commercial (C3).

Present Property Description:
The property is located on the corner of South Austin Avenue and FM 1460. The property features several existing commercial buildings, and associated parking areas.

STAFF ANALYSIS

Technical Review:
The property is zoned General Commercial (C-3). The General Commercial District (C-3) is intended to provide a location for general commercial and retail activities that serve the entire community and its visitors. Uses may be large in scale and generate substantial traffic, making the C-3 District only appropriate along freeways and major arterials.

While this is a business that has existed since 1998, the owner would like to expand the parking area for the establishment into another lot without expanding the nonconforming status of the use. The proposed parking area has already been constructed by the owner, but still requires additional site features like parking space striping, landscaping, etc. Thus, to ensure compliance with the requirements of the Unified Development Code, this special use permit is requested by the property owner.

The future land use for the property is Community Center. Community Centers are often located near single-family detached residential areas. Unlike larger shopping centers that may attract regional customers, Community Center developments primarily provide services for residents of surrounding neighborhoods. These developments provide local retail, professional office, and service-oriented businesses that serve the residents of Georgetown in one area.

The proposed Special Use Permit request was reviewed by all applicable City Departments to determine the appropriateness of the requested specific use on the subject property. All comments were resolved by the applicant. No other city departments provided comments on the request.

Staff has reviewed the request and determined that the proposed request does not comply with one and partially complies with three of the four approval criteria established in UDC Section 3.07.030.C for a Special Use Permit.

PUBLIC NOTIFICATION

As required by the Unified Development Code, all property owners and registered neighborhood associations within a 300-foot radius of the subject property were notified of the Special Use Permit request (25 notices), a legal notice advertising the public hearing was placed in the Sun Newspaper (August 30, 2026) and three signs were posted on-site. To date, staff has received 0 written comments in favor, and 0 in opposition to the request.

ATTACHMENTS

Exhibit 1 – Location Map
Exhibit 2 – Future Land Use Map
Exhibit 3 – Zoning Map
Exhibit 4 – Concept Plan
Exhibit 5 – Letter of Intent
Exhibit 6 – Criteria Analysis

SUBMITTED BY

Hunter Gould, Planner



GEORGETOWN
TEXAS
more than welcome

Location

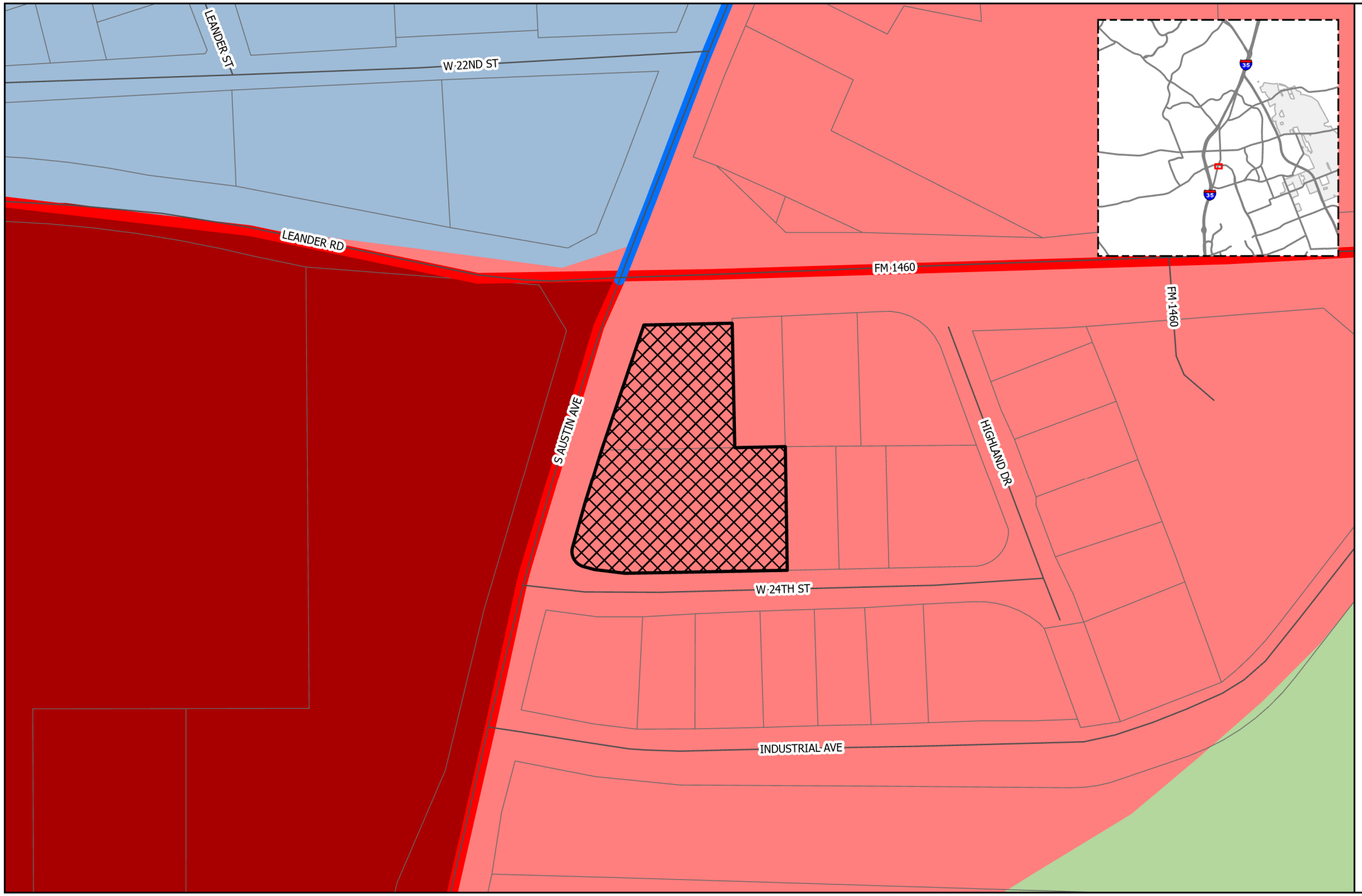
2026-13-SUP

Exhibit #1

Site
Parcels

N

0 100 200
Feet



GEORGETOWN TEXAS
more than welcome

Future Land Use/ Future Mobility Plan

2026-13-SUP

Exhibit #2

- Site
- road

Thoroughfare

CLASS

- Existing Freeway
- Existing Major Arterial
- Existing Minor Arterial
- Existing Collector
- Proposed Freeway
- Proposed Major Arterial
- Proposed Minor Arterial
- Proposed Collector
- Proposed Rail
- Parcels

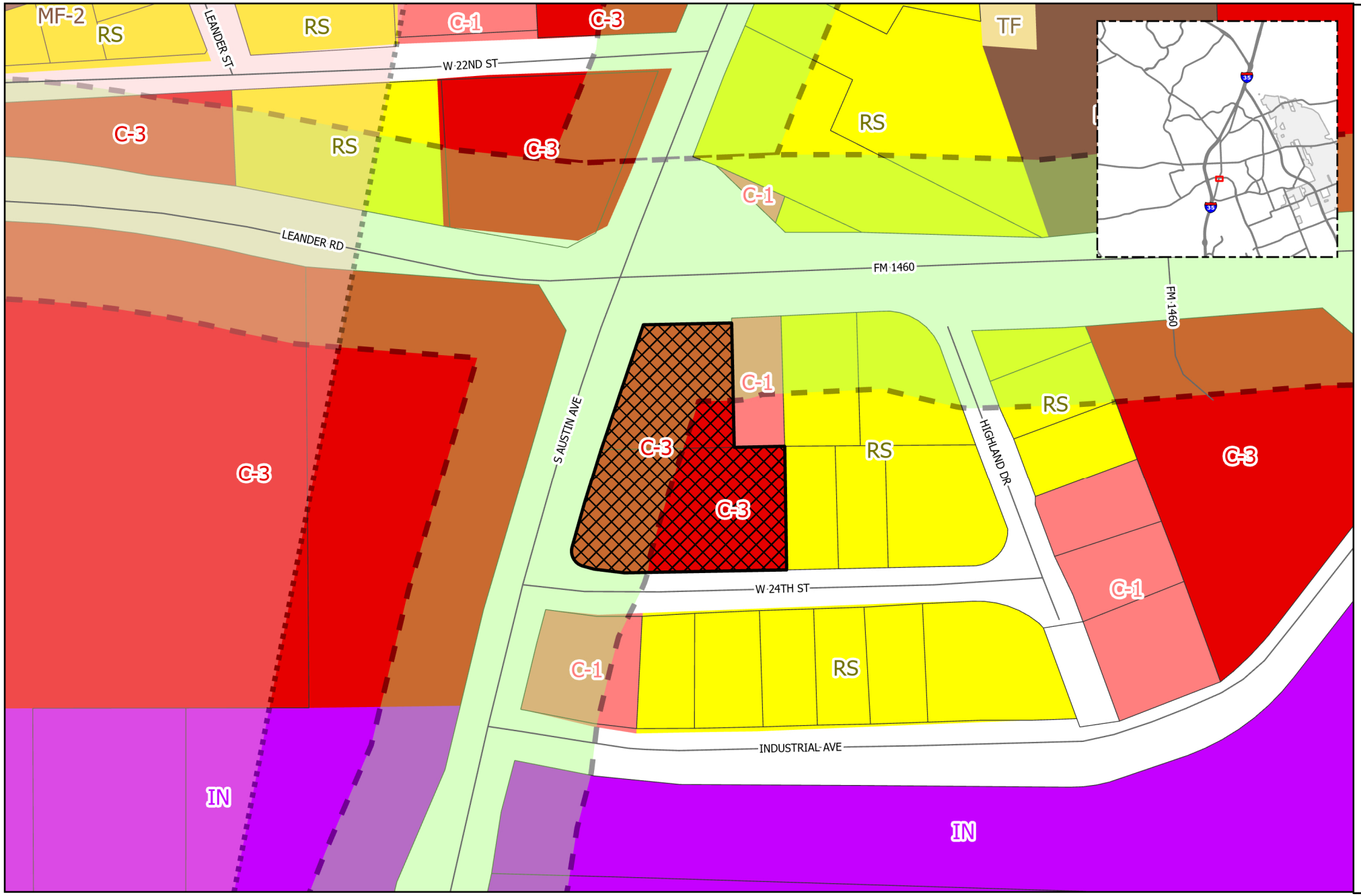
Future Land Use

FLU

- Community Center
- Employment Center
- Institutional
- Mining
- Mixed Density Neighborhood
- Neighborhood
- Open Space
- Parks and Recreation
- Regional Center
- Rural Residential
- Special Area

N

0 100 200 Feet



GEORGETOWN
TEXAS
more than welcome

Zoning

2026-13-SUP

Exhibit #3

- Site
- road
- PUD
- Courthouse View Overlay
- Old Town Overlay
- Historic Overlay
- Downtown Overlay
- Gateway Overlay
- Parcels

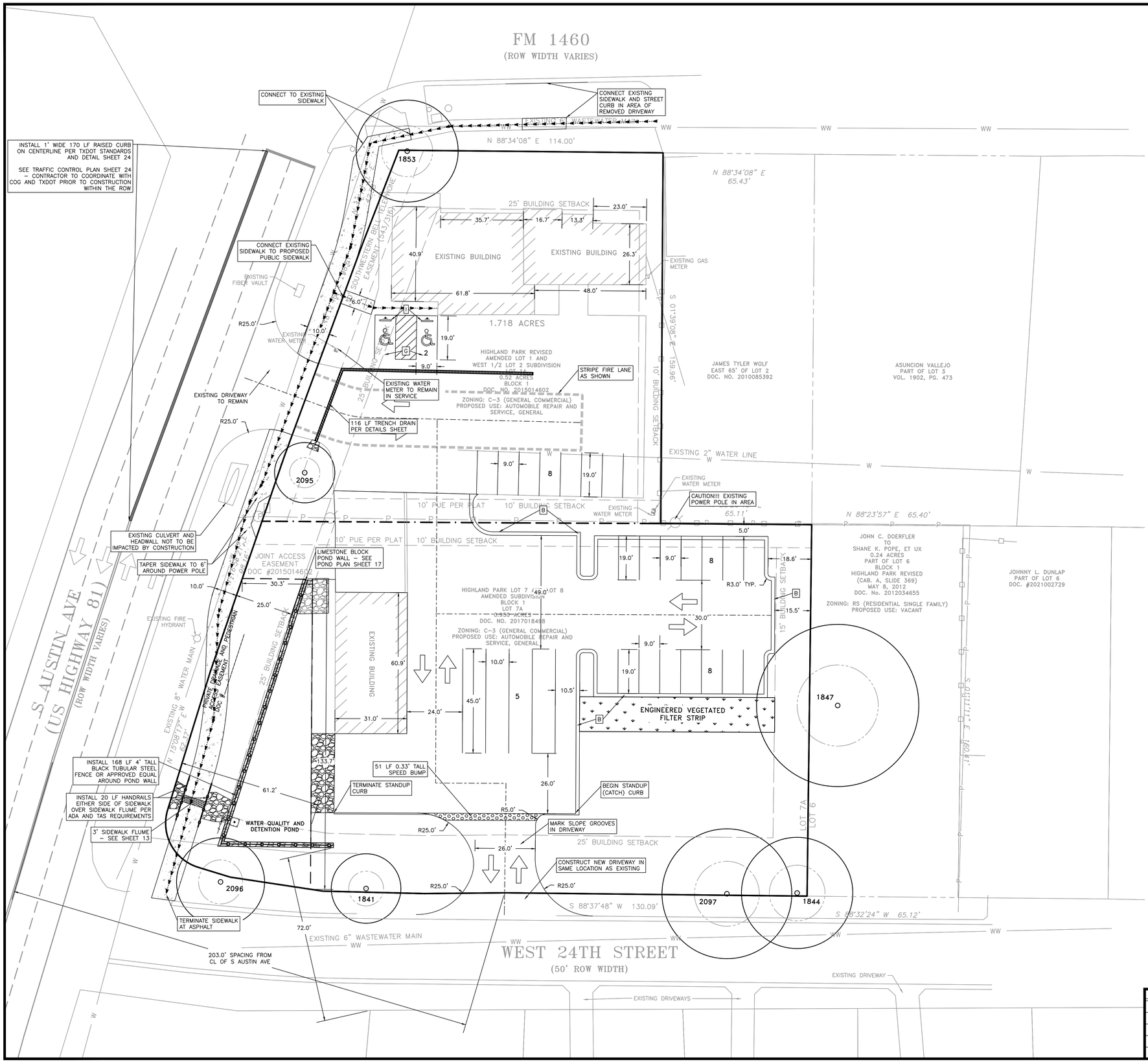
Zoning

ZONE

- AG -Agriculture
- BP - Business Park
- C-1 - Local Commercial
- C-3 - General Commercial
- CN - Neighborhood Commercial
- IN - Industrial
- MF-1 - Low-Density Multi-family
- MF-2 - High-Density Multi-family
- MH - Manufactured Housing
- MU-DT - Mixed-Use Downtown
- OF - Office
- PF - Public Facility
- RE - Residential Estate
- RL - Residential Low-Density
- RS - Residential Single-Family
- TF -Two-Family
- TH -Townhouse

0 100 200 Feet

N



NOTES

1. ALL LIGHTING FIXTURES SHALL BE DESIGNED TO COMPLETELY CONCEAL AND FULL SHIELD. WITHIN AN OPAQUE HOUSING, THE LIGHT SOURCE FROM VISIBILITY FROM ANY STREET RIGHT–OF–WAY. THE CONE OF LIGHT SHALL NOT CROSS ANY ADJACENT PROPERTY LINE. THE ILLUMINATION SHALL NOT EXCEED 2 FOOT CANDLES AT A HEIGHT OF THREE FEET AT THE PROPERTY LINE. ONLY INCANDESCENT, FLUORESCENT. COLOR–CORRECTED HIGH–PRESSURE SODIUM OR METAL HALIDE MAY BE USED. ALL VEHICLE OR PEDESTRIAN ACCESS SHALL BE SUFFICIENTLY LIGHTED TO ENSURE SECURITY OF PROPERTY AND PERSONS.
2. ALL ROOF, WALL AND GROUND MOUNTED MECHANICAL EQUIPMENT MUST BE SCREENED IN ACCORDANCE WITH CHAPTER 8 OF THE UDC. IF ROOF AND WALL MOUNTED EQUIPMENT OF ANY TYPE INCLUDING DUCT WORK AND LARGE VENTS IS PROPOSED IT SHALL BE SHOWN ON THE SITE PLAN AND SCREENING IDENTIFIED. SCREENING OF MECHANICAL EQUIPMENT SHALL RESULT IN THE MECHANICAL EQUIPMENT BLENDING IN WITH THE PRIMARY BUILDING AND NOT APPEARING SEPARATE FROM THE BUILDING AND SHALL BE SCREENED FROM VIEW OF ANY RIGHTS–OF–WAY OR ADJOINING PROPERTIES.
3. PER CHAPTER 8, THE DUMPSTER ENCLOSURES MUST BE ONE (1) FOOT ABOVE THE HEIGHT OF THE WASTE CONTAINER. USE PROTECTIVE POLES IN CORNERS AND AT IMPACT AREAS. FENCE POSTS SHALL BE OF RUST PROTECTED METAL OR CONCRETE. A MINIMUM 6" SLAB IS REQUIRED AND MUST BE SLOPED TO DRAIN; THE ENCLOSURE MUST HAVE STEEL FRAMED GATES WITH SPRING LOADED HINGES AND FASTENERS TO KEEP CLOSED. SCREENING MUST BE ON ALL FOUR SIDES BY MASONRY WALL OR APPROVED FENCE OR SCREENING WITH OPAQUE GATES.
4. ROLLOUT BINS ARE TO BE UTILIZED ON THIS SITE.
5. ALL CURB IS LAYDOWN UNLESS OTHERWISE NOTED.
6. ALL UTILITY SERVICES ARE EXISTING AND NOT PROPOSED WITH THESE PLANS.
7. SPEED LIMIT OF S AUSTIN AVE: 40 MPH

SITE DATA	
	PROPOSED
TOTAL SITE AREA	64,384 SF = 1.48 AC
EXISTING ZONING SETBACKS	C–3 (GENERAL COMMERCIAL) STREET YARD – 25 FT MIN FRONT – 25 FT MIN SIDE – 10/15 FT MIN REAR – 10 FT MIN
EXISTING IMPERVIOUS COVER	23,885 SF = 0.55 AC = 37.1%
PROPOSED IMPERVIOUS COVER	36,272 SF = 0.83 AC = 56.3%
MAXIMUM IMPERVIOUS COVER	45,069 SF = 1.03 AC = 70.0%
BUILDING HEIGHT	1 STORY – SEE ARCH. PLANS BY OTHERS
FOUNDATION TYPE	CONCRETE SLAB

PARKING TABLE	
TOTAL BUILDING AREA	5,947 SF
PARKING RATIO – "AUTOMOTIVE SERVICES"	1 SPACE:400 SF + 1 SPACE/1000 SF STORAGE
PARKING REQUIRED	5,947 SF / 400 = 15 SPACES
PARKING PROVIDED	31 SPACES INCLUDING 2 ADA (1 VAN)

0 10' 20' 40'
SCALE: 1" = 20'

IF DRAWING BAR DOES NOT MEASURE 2" THIS PRINT IS NOT TO SCALE

THESE PLANS ARE RELEASED UNDER THE AUTHORITY OF NICHOLAS R. SANDLIN, P.E., TBPELS#124404, FOR THE PURPOSES OF REVIEW AND ARE NOT TO BE USED FOR CONSTRUCTION PRIOR TO APPROVAL BY THE APPLICABLE GOVERNMENT AUTHORITIES

THIS PLAN SET FOR REVIEW ONLY NOT FOR CONSTRUCTION

SITE PLAN LEGEND

- PROPOSED PROPERTY/ PROJECT BOUNDARY LINE
- EXISTING R.O.W./PROPERTY LINE
- EXISTING EASEMENT LINE
- FIRE LANE
- PROPOSED CURB & GUTTER
- STREET CENTERLINE
- 4' FENCE
- STRUCTURAL RETAINING WALL (BY OTHERS)
- PROPOSED CONCRETE SIDEWALK
- (R) PROPOSED PARKING SPACES
- (T) TRANSFORMER PAD
- SITE WALLS
- TAS ACCESSIBLE ROUTE
  TAS ACCESSIBLE ROUTES MAY NOT EXCEED A CROSS SLOPE OF 1:50 (2%) OR EXCEED A RUNNING SLOPE OF 1:20 (5%) UNLESS DESIGNED AS A RAMP. THE MAXIMUM RUNNING SLOPE OF A RAMP IN NEW CONSTRUCTION IS 1:12 (8.33%). THE MAXIMUM RISE FOR ANY RAMP RUN IS 30 INCHES. REFER TO GRADING SHEET(S).
- EX. WATER LINE / PR. WATER LINE
- EX. WASTEWATER / FIRE LINE
- EX. STORM SEWER LINE / PR. WASTEWATER
- PR. STORM SEWER LINE
- EX. FIRE HYDRANT / PR. FIRE HYDRANT
- EX. WATER METER / PR. WATER METER
- EX. WASTEWATER MANHOLE / PR. WASTEWATER MANHOLE
- FITTINGS AS NOTED
- GATE VALVE AS NOTED / FLOW ARROW
- WW CLEAN OUT
- BFP BACK FLOW PREVENTER / EX. UTILITY POLE

SITE LEGEND

A	6" CURB & GUTTER. SEE DETAIL SHEET.
B	RIBBON CURB. SEE DETAIL SHEET.
C	CASTELLATED CURB. SEE DETAIL SHEET.
D	STANDARD CITY TYPE II DRIVEWAY. SEE DETAIL SHEET
E	CONCRETE SIDEWALK. SEE DETAIL SHEET.
F	PEDESTRIAN CROSSWALK.
G	HANDICAP SPACE W/SIGN. SEE DETAIL SHEET.
H	PEDESTRIAN ADA RAMP OR AT GRADE ADA DOME PAVERS. SEE DETAIL SHEET.
I	CONCRETE WHEEL STOP. SEE DETAIL SHEET.
J	STANDARD CITY BIKE RACK. SEE DETAIL SHEET.
K	DUMPSTER ENCLOSURE WITH CONCRETE PAD PER GEOTECHNICAL REPORT AND CITY STANDARDS

811 TEXAS 811.ORG DIG SAFE BEFORE YOU DIG

WARNING !!!! CONTRACTOR TO FIELD VERIFY ALL EXIST. UTILITIES VERTICALLY AND HORIZONTALLY PRIOR TO CONSTRUCTION. THE CONTRACTOR IS TO CONTACT ENGINEER IF ANY EXISTING UTILITY INFORMATION DIFFERS FROM DATA SHOWN IN THE PLANS. CALL 811 BEFORE YOU DIG.

THESE PLANS COPYRIGHTED BY SANDLIN SERVICES, LLC

ENGINEERING | CONSULTING
SANDLIN
SERVICES, LLC
TBPELS FIRM #21356
9111 JOLLYVILLE RD. STE 212 AUSTIN, TX 78759

SITE PLAN

PROJECT CASE: 2025-7-SDP
PRO GLASS GEORGETOWN

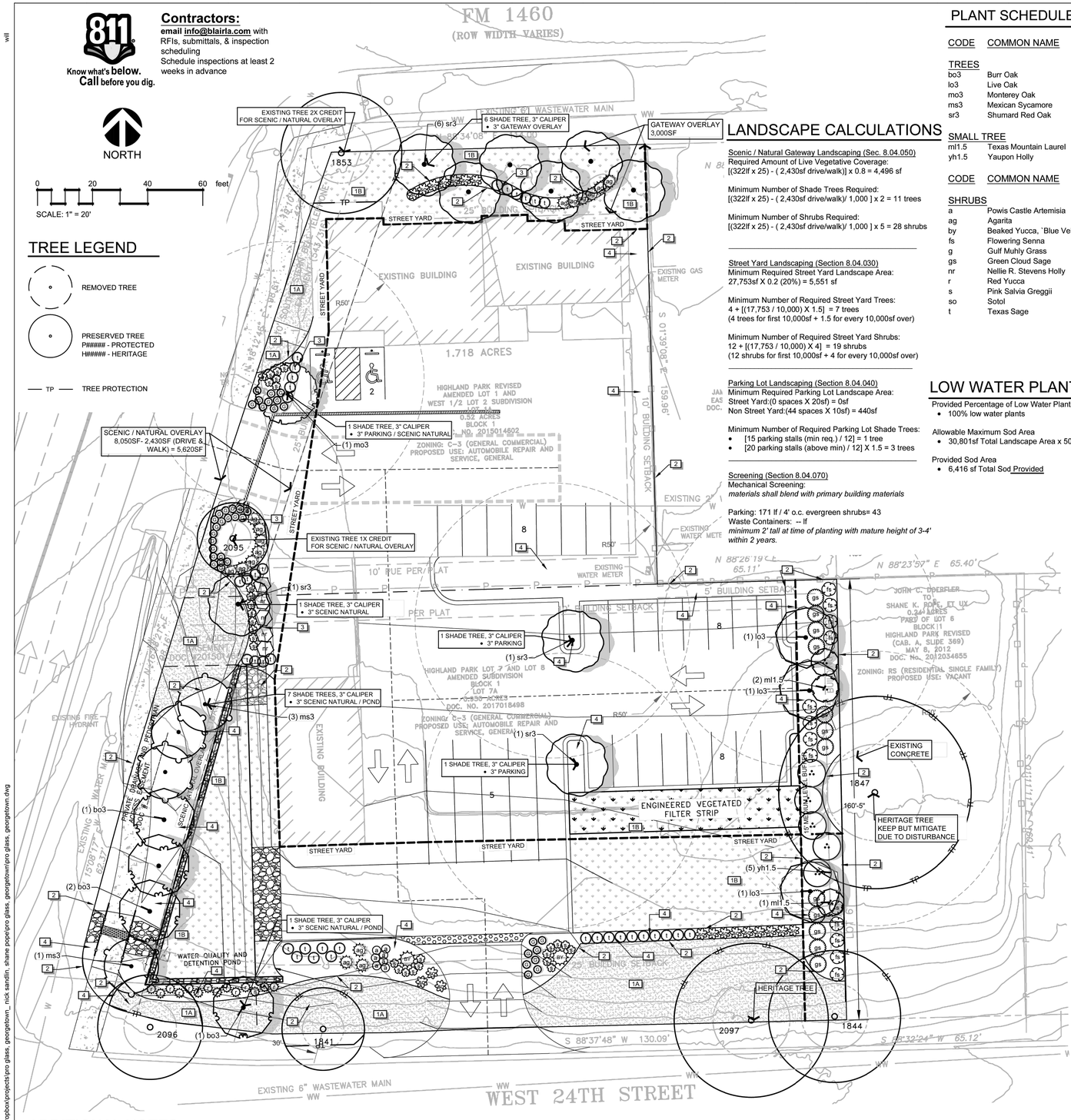
#	REVISION DESCRIPTION	SIGNATURE	DATE

SHEET 10 OF 27

G:\Shared drives\Sandlin Services LLC\Sandlin Services Projects\Land Development Division\01-0148-001 Pro Glass Georgetown\CAD\Construction Sheets\S PGG SITE.dwg–SITE PLAN Plotted Jul 17, 2026 at 8:10am by Engineer | Last Saved by: Engineer

Contractors:
email info@blairla.com with RFIs, submittals, & inspection scheduling
Schedule inspections at least 2 weeks in advance

811 Know what's below. Call before you dig.



NORTH

0 20 40 60 feet

SCALE: 1" = 20'

TREE LEGEND

REMOVED TREE

PRESERVED TREE
P##### - PROTECTED
H###### - HERITAGE

TP TREE PROTECTION

ADDITIONAL NOTES

1. No new shade trees are to be planted under overhead electric lines.
2. No parking stall is to be located more than 50' from the trunk of a tree.
3. The Planning Department and the Urban Forester shall, at time of final inspection, inspect all projects to ensure compliance with the approved Landscape Plan prior to issuance of a certificate of occupancy. With this inspection, the Urban Forester or the Director may reject any tree or vegetation that does not reflect the approved plans or does not meet the requirements of this chapter and require replacement plantings.
   Upon the installation of trees, the owner or landscape architect shall notify the Urban Forester that the work is ready for final inspection. If faulty work or substandard plant material is found, the owner shall be notified of the necessary changes.
4. Provide bubblers to all proposed trees.
5. Run irrigation sleeves to all islands and beds prior to concrete pour.
6. Contractor is responsible for verifying all plant and material quantities.

LANDSCAPE CALCULATIONS

Scenic / Natural Gateway Landscaping (Sec. 8.04.050)
Required Amount of Live Vegetative Coverage:
[(322lf x 25) - (2,430sf drive/walk)] x 0.8 = 4,496 sf

Minimum Number of Shade Trees Required:
[(322lf x 25) - (2,430sf drive/walk)/ 1,000] x 2 = 11 trees

Minimum Number of Shrubs Required:
[(322lf x 25) - (2,430sf drive/walk)/ 1,000] x 5 = 28 shrubs

Street Yard Landscaping (Section 8.04.030)
Minimum Required Street Yard Landscape Area:
27,753sf X 0.2 (20%) = 5,551 sf

Minimum Number of Required Street Yard Trees:
4 + [(17,753 / 10,000) X 1.5] = 7 trees
(4 trees for first 10,000sf + 1.5 for every 10,000sf over)

Minimum Number of Required Street Yard Shrubs:
12 + [(17,753 / 10,000) X 4] = 19 shrubs
(12 shrubs for first 10,000sf + 4 for every 10,000sf over)

Parking Lot Landscaping (Section 8.04.040)
Minimum Required Parking Lot Landscape Area:
Street Yard:(0 spaces X 20sf) = 0sf
Non Street Yard:(44 spaces X 10sf) = 440sf

Minimum Number of Required Parking Lot Shade Trees:
- [15 parking stalls (min req.) / 12] = 1 tree
- [20 parking stalls (above min) / 12] X 1.5 = 3 trees

Screening (Section 8.04.070)
Mechanical Screening:
materials shall blend with primary building materials

Parking: 171 lf / 4' o.c. evergreen shrubs= 43
Waste Containers: -- lf
minimum 2' tall at time of planting with mature height of 3-4' within 2 years.

PLANT SCHEDULE

CODE	COMMON NAME	BOTANICAL NAME	CONT	CAL	SIZE	QTY	WATER USE	MATURE HEIGHT	SEASON
TREES									
bo3	Burr Oak	Quercus macrocarpa	65 gallon min.	3"Cal	8`-10` H min.	4	Low	25 - 40ft. ht.	Deciduous
lo3	Live Oak	Quercus virginiana	65 gallon min.	3"Cal	6` H min	3	Low	25 - 40ft. ht.	Evergreen
mo3	Monterey Oak	Quercus polymorpha `Monterey`	65 gallon min.	3" Cal	8`-10` H min.	1	Low	25 - 40ft. ht.	Evergreen, Semi-deciduous
ms3	Mexican Sycamore	Platanus mexicana	65 gallon min.	3"Cal	8`-10` H min.	4	Medium	25 - 40ft. ht.	Deciduous
sr3	Shumard Red Oak	Quercus shumardii	65 gallon min.	3"Cal	8`-10` H min.	9	Low	25 - 40ft. ht.	Deciduous
SMALL TREE									
ml1.5	Texas Mountain Laurel	Sophora secundiflora	15 gal	1.5"Cal	6` H min	3	Low - Medium	15 - 25ft. ht.	Evergreen
yh1.5	Yaupon Holly	Ilex vomitoria	15 gal	1.5"Cal	6` H min	5	Low - Medium	< - ft. ht.	Evergreen

CODE	COMMON NAME	BOTANICAL NAME	CONT	SIZE	QTY	WATER USE	MATURE HEIGHT	SEASON
SHRUBS								
a	Powis Castle Artemisia	Artemisia x `Powis Castle`	5 gal	24" H min at time of install	7	Low	18 - 36in. ht.	Evergreen
ag	Agarita	Berberis trifoliata	5 gal	24" H min at time of install	16	Very low	18 - 36in. ht.	Evergreen
by	Beaked Yucca, `Blue Velvet`	Yucca rostrata `Blue Velvet`	5 gal	24" H min at time of install	2	Very low	3 - 6ft. ht.	Evergreen
fs	Flowering Senna	Cassia corymbosa	5 gal	24" H min at time of install	13	Low	6 - ft. ht.	Evergreen, Semi-deciduous
g	Gulf Muhly Grass	Muhlenbergia capillaris `Autumn Blush`	5 gal	24" H min at time of install	38	Low - Medium	18 - 36in. ht.	Semi-deciduous
gs	Green Cloud Sage	Leucophyllum frutescens `Green Cloud` TM	5 gal	24" H min at time of install	12	Low - Medium	6 - 10ft. ht.	Evergreen, Semi-deciduous
nr	Nellie R. Stevens Holly	Ilex x `Nellie R Stevens`	5 gal	24" H min at time of install	5	Low - Medium	15 - 25ft. ht.	Evergreen
r	Red Yucca	Hesperaloe parviflora	5 gal	24" H min at time of install	14	Very low - Low	3 - 6ft. ht.	Evergreen
s	Pink Salvia Greggii	Salvia greggii `Pink`	5 gal	24" H min at time of install	28	Low	18 - 36in. ht.	Evergreen, Semi-deciduous
so	Sotol	Dasylirion texanum	5 gal	24" H min at time of install	19	Low	3 - 6ft. ht.	Evergreen
t	Texas Sage	Leucophyllum frutescens	5 gal	24" H min at time of install	36	Low	3 - 6ft. ht.	Evergreen

LOW WATER PLANTS / SOD AREA

Provided Percentage of Low Water Plants
- 100% low water plants

Allowable Maximum Sod Area
- 30,801sf Total Landscape Area x 50% = 15,400sf Allowed

Provided Sod Area
- 6,416 sf Total Sod Provided

REFERENCE NOTES SCHEDULE

SYMBOL	CODE	DESCRIPTION	QTY
	1A	Lawn, Bermuda "Tif 419" Sod. Provide spray irrigation. Temporary irrigation only within septic fields or Right of Way (R.O.W.). Pre emergent weed treatment recommended.	6,416 sf
	1B	Lawn, Native Grass 609S Seed Mix. Upland Species, Shade-Dappeled Light Mix by C.O.A. 609S standards where existing is disturbed. Mix listed on spec sheet. Hydromulch w/tackifier agent. Temporary irrigation. Available through www.seedsource.com.	10,237 sf
	2	Steel edge, 3/16" x 4"landscape edging as manufactured by Ryerson, or equal, dark green and furnished with steel stakes. Install edging in smooth curves free of kinks. Final height of edging to be 1" above height of soil mat of sod.	
	3	Mulch, Native Hardwood. 3" deep with drip irrigation. Ensure that drip line is placed above rootballs.	
	4	River Cobble, "Brazos Brown" aka "Cafe". 3-4" size. 3" deep, weed barrier cloth beneath. If used in areas near plants provide irrigation bubblers to plants and use the following bed prep: 6" of "Growers Mix" soil (40% compost, 40% loam, 10% sand) tilled into existing soil in all areas of the bed. Pocket planting acceptable where plant material is not massed or limestone is present.	

Non-Residential Landscape Planting Requirements Summary Table

	Landscape Area Required	Landscape Area Proposed	Shrubs Required	Shrubs Proposed	Evergreen Shrubs Required	Evergreen Shrubs Proposed	Evergreen Ornamental Trees Required	Evergreen Ornamental Trees Proposed	Shade Trees Required	Shade Trees Proposed
Scenic / Natural Gateway Landscaping – Section 8.04.050 (if appl.)										
Scenic / Natural Gateway Landscape Required	4,496 sf		28						11	
Minus < 20` Landscape Credit Trees Counted	--	--	--	--	--	--	--	--	-1	--
Minus 20'+ Landscape Credit Trees Counted x 2	--	--	--	--	--	--	--	--	-2	--
Total	4,496 sf	5,242 sf	28	--	--	--	--	--	9	9
Gateway Overlay District Landscaping – Section 8.04.050 (if appl.)										
Gateway Landscape Required	3,000sf		15						6	
Minus < 20` Landscape Credit Trees Counted	--	--	--	--	--	--		--	--	--
Minus 20'+ Landscape Credit Trees Counted x 2	--	--	--	--	--	--	--	--	--	--
Total	3,000sf	3,831sf	15	19	--		--		6	6
Street Yard Landscaping - Section 8.04.030										
Street Yard Landscape Required	5,551 sf		19		--		--		7	
Minus < 20` Landscape Credit Trees Counted	--	--		--		--		--	--	--
Minus 20'+ Landscape Credit Trees Counted x 2	--	--		--		--		--	--	--
Minus area or plantings that can be credited from Scenic / Natural Landscape	-4,496 sf	--	-28	--	--	--	--	--	-9	--
Total	1,055 sf	14,590 sf	0	19		--		--	0	0
Parking Lot Landscaping -Section 8.04.040										
Parking Lot Landscape Required	440 sf								4	
Minus area or plantings that can be credited towards Street Yard Landscaping	--	--	--	--	--	--	--	--	--	--
Minus < 20` Landscape Credit Trees Counted	--	--	--	--	--	--	--	--	-1	--
Minus 20'+ Landscape Credit Trees Counted x 2	--	--	--	--	--	--	--	--	--	--
Total	440 sf	1,280 sf	--	--	--	--	--	--	3	4
Bufferyard Landscaping - Section 8.04.060 (if appl.)										
Bufferyard Landscape Required, Medium Level					26		6		3	
Minus < 20` Landscape Credit Trees Counted	--	--	--	--	--	--	--	--	--	--
Minus 20'+ Landscape Credit Trees Counted x 2	--	--	--	--	--	--	--	--	--	--
Total	--	--	--	--	26	26	6	6	3	3
Screening – Section 8.04.060 (if appl.)										
Total										
Grand Total	5,991 sf	21,112 sf	15	34	43	57	--	--	21	22

SITE PLAN LEGEND

- PROPOSED PROPERTY/ PROJECT BOUNDARY LINE
- EXISTING R.O.W./PROPERTY LINE
- EXISTING EASEMENT LINE
- TP PROPOSED TREE PROTECTION
- FIRE LANE
- PROPOSED CURB & GUTTER
- STREET CENTERLINE
- FENCE
- STRUCTURAL RETAINING WALL (BY OTHERS)
- PROPOSED CONCRETE SIDEWALK
- PROPOSED PARKING SPACES
- TRANSFORMER PAD
- SITE WALLS
- PHASING
- TAS ACCESSIBLE ROUTE
  TAS ACCESSIBLE ROUTES MAY NOT EXCEED A CROSS SLOPE OF 1:50 (2%) OR EXCEED A RUNNING SLOPE OF 1:20 (5%) UNLESS DESIGNED AS A RAMP. THE MAXIMUM RUNNING SLOPE OF A RAMP IN NEW CONSTRUCTION IS 1:12 (8.33%). THE MAXIMUM RISE FOR ANY RAMP RUN IS 30 INCHES. REFER TO GRADING SHEET(S).

- W EX. WATER LINE
- WW EX. WASTEWATER
- STM EX. STORM SEWER LINE
- EX. FIRE HYDRANT
- WM EX. WATER METER
- WW EX. WASTEWATER MANHOLE
- FITTINGS AS NOTED
- GATE VALVE AS NOTED
- WW CLEAN OUT
- BFP BACK FLOW PREVENTER
- W PR. WATER LINE
- F FIRE LINE
- WW PR. WASTEWATER
- STM PR. STORM SEWER LINE
- PR. FIRE HYDRANT
- PR. WATER METER
- WW PR. WASTEWATER MANHOLE
- FLOW ARROW
- P EX. UTILITY POLE

CITY OF GEORGETOWN LANDSCAPE PLAN NOTES

1. The Conventional System for irrigation has been selected for this development.
2. A separate irrigation plan will be provided at the time of application for a building permit and is included in these documents.
3. Maintenance: The current owner and subsequent owners of the landscaped property, or the manger or agent of the owner, shall be responsible for the maintenance of all landscaped areas and materials, required buffer yard areas and materials and required screening materials. Said areas must be maintained so as to present a healthy, neat and orderly appearance at all times and shall be kept free of refuse and debris. Maintenance will include replacement of all dead plant material if that material was used to meet the requirements of the UDC. All such plants shall be replaced within six (6) months of notification, or by the next planting season whichever comes first. A property / homeowners association may assume responsibility for maintenance of common areas.
4. This Landscape Plan has been prepared and certified by a Landscape Architect to meet all requirements (Chapter 8) of the City of Georgetown Unified Development Code.
5. All plant selections have been chosen from the City of Georgetown Preferred Plant List.
6. No more than 25% of plantings have been selected from any one species.
7. At least 50% of the required plant materials are low water users as identified on the preferred plant list.

Preparer's Seal and Statement of Compliance as follows (unless exempt per Section 8.05.020.B):

I, Will Blair, hereby certify that this Landscape Plan complies with the requirements of Chapter 8 of the Unified Development Code.

William S. Blair 12/6/2024

LANDSCAPE PLAN
(2 OF 2)

SHEET 26 OF 27

Date | Description | Rev

565

Consultant Seal

Company Name and Address
William S. Blair
info@BlairLA.com
www.BlairLA.com
2026 E Ben White Blvd
#240-7873
Austin TX 78741

BLAIR LANDSCAPE ARCHITECTURE, LLC
QUALITY. INTEGRITY. RELIABILITY.

WILLIAM S. BLAIR 24741 REGISTERED LANDSCAPE ARCHITECT STATE OF TEXAS

William S. Blair
July 16, 2026

Project Name and Address
Pro Glass
2303 S. Austin Ave. &
211 24th St. & 209 24th St.
Georgetown, Texas

Sheet Title
Landscape Plan

Design By: Will Blair
Checked By: xxxx
Issue Date: 12/06/2024
Project Number: 24058-LP

L2
OF 3

will blair 7/16/2026 7:03 PM d:\bla dropbox\projects\pro glass, georgetown_ nick sandlin, shane pope\pro glass, georgetown\pro glass, georgetown.dwg

Sandlin Services, LLC
P: (806)679-7303
TBPELS Firm # 21356

May 29, 2026

City of Georgetown
Planning & Zoning Commission
406 W. Eighth St.
Georgetown, TX 78626

Pro Glass Georgetown Special Use Permit - Letter of Intent

Planning and Zoning Commission,

On behalf of Pro Glass, we respectfully submit this request for approval of a Special Use Permit (SUP) for Automobile Repair and Service, General for the subject properties located at 2303 S. Austin Avenue and 211 24th Street. The properties were recently rezoned to C-3 (ORD 2026-13), General Commercial, and the requested Special Use Permit is the next required entitlement step to allow the existing automobile repair and glass replacement use to operate in full compliance with the City of Georgetown Unified Development Code.

A compliant Site Development Plan (Application 2025-7-SDP) has been prepared and is in process with the City in support of this SUP. The layout identifies the existing and proposed site features required for SUP review, including driveways, parking, building locations, circulation, sidewalks, landscaping, screening, utilities, & drainage.

Background and Purpose

Pro Glass has operated continuously in Georgetown since 1998, providing automobile glass replacement, repair, and related service work to residents and businesses in the area. The use has existed at this location for more than 25 years and has functioned as a long-standing commercial business along an established commercial corridor.

The purpose of this SUP request is to bring the existing use into compliance with the current zoning framework following the recent rezoning of the property to C-3, General Commercial. The request also supports the open Site Plan Application 2025-7-SDP, which includes associated parking, paving, drainage, and water quality improvements.

Approval of the SUP will not introduce a new or incompatible land use to the area. Rather, it will recognize and formalize an existing commercial service use that has historically operated on the property and will allow the site to continue improving under applicable City development standards.

Address	WCAD Parcel ID	Legal Description	Acreage	Existing Zoning	Future Land Use
2303 S. Austin Avenue	R539124	S10841 - Highland Park Revised, Block 1, Lot 1A	0.52 AC	C-3 General Commercial	Community Center
211 24th Street	R559138	S11366 - Highland Park, Block 1, Lot 7A	0.950 AC	C-3 General Commercial	Community Center

Sandlin Services, LLC
P: (806)679-7303
TBPELS Firm # 21356

Consistency with the Comprehensive Plan

The requested Special Use Permit is consistent with the City's Comprehensive Plan and the property's Community Center Future Land Use designation. Community Centers are intended to accommodate service-oriented commercial uses that support surrounding neighborhoods and are generally located along established corridors or near major intersections.

Automobile repair and glass replacement is a practical service-oriented use that directly serves residents, businesses, and commuters in the surrounding area. The existing location along S. Austin Avenue provides appropriate visibility and access for this type of commercial service activity while limiting unnecessary traffic through residential streets.

The request also supports reinvestment in an existing commercial site and allows a long-standing local business to continue operating while complying with current zoning and development standards.

Special Use Permit Review Criteria

1. The proposed special use is not detrimental to the health, welfare, and safety of the surrounding neighborhood or its occupants.

The proposed Special Use Permit will not be detrimental to the health, welfare, or safety of the surrounding area. The automobile repair and glass replacement use is existing and has operated at this location for more than 25 years. Approval of the SUP will not create a new impact, but will instead allow the City to formally regulate the use under the current UDC and approved site plan conditions.

The associated site improvements include reducing site driveways, adding sidewalks along S. Austin St., and drainage/water quality measures that promote safer circulation, improved site function, and better long-term compatibility with surrounding properties.

2. The proposed conceptual site layout, circulation plan, and design are harmonious with the character of the surrounding area.

The site plan is compatible with the established commercial character of the S. Austin Avenue corridor. The property is already developed for commercial use, and the proposed layout maintains the existing service-oriented function while improving pedestrian and vehicular access, circulation, and compliance with City standards.

Following closure of the FM 1460 driveway and 2 driveways along 24th St., access will be provided from the existing driveway on S. Austin Avenue and a newly constructed driveway on 24th Street. This will improve ingress/egress safety while still allowing adequate site circulation. The layout does not propose a major change in land use intensity and is intended to support the continued operation of an existing local business.

3. The proposed use does not negatively impact existing uses through impacts on public infrastructure or public services.

The proposed use is not anticipated to negatively impact existing public infrastructure or public services. The property is already served by existing public infrastructure, and no substantial utility expansion is requested as part of this SUP.

Existing water, wastewater, and electric utilities will continue to serve the buildings. The proposed improvements are intended to better organize site circulation and parking while maintaining adequate access for customers, employees, emergency services, and waste collection.

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P: (806)679-7303
TBPELS Firm # 21356

4. The proposed use does not negatively impact existing uses through noise, glare, fumes, dust, smoke, vibration, fire hazard, or other injurious or noxious impacts.

The proposed automobile glass replacement and repair use is not anticipated to create significant negative impacts related to noise, glare, fumes, dust, smoke, vibration, or fire hazard. The business primarily provides service-oriented automobile repair and glass replacement activities and has historically operated without creating substantial adverse impacts to the surrounding area.

Any outdoor activity, parking, lighting, refuse collection, screening, and drainage improvements will be subject to applicable City standards through the SUP and site plan review processes.

Conclusion

The requested Special Use Permit represents a practical and compatible entitlement for a long-standing Georgetown business. The use is consistent with the recently approved C-3 General Commercial zoning, supports the Community Center Future Land Use designation, and allows the property to continue transitioning from a nonconforming condition into full compliance with the City's current development standards.

Approval of this Special Use Permit will allow Pro Glass to continue serving the Georgetown community while supporting reinvestment, improved site design, and orderly commercial development along an established corridor.

We appreciate your consideration and respectfully request approval of the Special Use Permit for Pro Glass.

Please feel free to contact me with any questions.

Sincerely,

Nick Sandlin, P.E.
President & Principal
TBPELS Firm# 21356

Exhibit 6
UDC Approval Criteria Review

SPECIAL USE PERMIT (SUP) APPROVAL CRITERIA	
1. The proposed special use is not detrimental to the health, welfare, and safety of the surrounding neighborhood or its occupants.	**Partially Complies**
As part of the expansion of the business, there is a new parking lot in closer proximity to the residential area. A parking lot is not necessarily a desirable use to have adjacent to a residential area; however, the lot will be screened via landscaping and shielded with a medium level bufferyard to the east. Additionally, while the applicant does not intend to use the expanded parking lot to execute automotive repairs and has explained that repairs will be limited to the existing repair bay area, repairs are not ultimately restricted to any specific portion of the site.	
2. The proposed conceptual site layout, circulation plan, and design are harmonious with the character of the surrounding area.	**Partially Complies**
The conceptual site layout has been reviewed by staff and complies with the development standards set forth in the Unified Development Code. The main building and pre-existing parking area had a decent spatial buffer from the residences to the south, but the new parking area brings the use closer to these residences. Additionally, the new driveway on 24th Street may increase the volume of vehicles entering and exiting the business.	
3. The proposed use does not negatively impact existing uses in the area and in the City through impacts on public infrastructure such as roads, parking facilities, and water and sewer systems and on public services such as police and fire protection and solid waste collection and the ability of existing infrastructure and services to adequately provide services.	**Partially Complies**
The existing infrastructure can adequately serve the property; however, utilization of the reconfigured driveway on 24th street may cause additional wear & tear on the local street which is mostly utilized by residents for access to their homes.	
4. The proposed use does not negatively impact existing uses in the area and in the City through the creation of noise, glare, fumes, dust, smoke, vibration, fire hazard or other injurious or noxious impact.	**Does Not Comply**
This Special Use Permit would be maintained with the property – not the owner or tenant; as such, approval would allow all possible services which fall under the Automobile Repair and	

SPECIAL USE PERMIT (SUP) APPROVAL CRITERIA
Service, General use. As the intent of the special use permit is to permit an expansion of the business closer to the neighboring residence, there is an increased risk of noise, dust, and other hazards.

ZONING MAP AMENDMENT (REZONING) APPROVAL CRITERIA	
1. The application is complete and the information contained within the application is sufficient and correct enough to allow adequate review and final action.	**Complies**
This application was reviewed by staff and deemed to be complete.	
2. The zoning change is consistent with the Comprehensive Plan.	**Complies**
The future land use designation for the property is community center. Community Centers are meant to provide adjacent residential areas with neighborhood serving retail. The automobile service-oriented use of this property fits within the primary uses expected within areas with a Community Center future land use designation.	

3. The zoning change promotes the health, safety or general welfare of the City and the safe orderly, and healthful development of the City.	**Partially Complies**
This zoning change does not necessarily promote the health, safety or general welfare of the City; however, obtaining this Special Use Permit will eliminate the nonconforming use of the property.	
4. The zoning change is compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood.	**Partially Complies**
The property sits on the southeast corner of an active intersection – with Austin Ave (minor arterial) to the West and FM 1460 (major arterial) to the North. The northwest corner of the intersection features a gas station, convenience store and restaurants. The northeast corner is occupied by an animal hospital, and the southwest corner includes a building supply store. The proposed Special Use Permit is somewhat compatible with the present zoning and conforming uses of the nearby properties as the existing automobile repair establishment has been in operation for at least 20 years alongside the neighborhood. The use may cause increased risk of noise, dust, etc.	
5. The property to be rezoned is suitable for uses permitted by the District that would be applied by the proposed amendment.	**Complies**
The subject property does not have any natural features or site constraints that will inhibit the uses allowed within the proposed zoning district. The site has adequate access and will be served with necessary utilities.	

City of Georgetown, Texas
City Council
October 27, 2026

SUBJECT:
Second Reading - Ordinance designating Reinvestment Zone No. 2026-003

SUGGESTED ACTION:
Second Reading of an Ordinance designating Reinvestment Zone No. 2026-003 -- Cameron Goodman, Economic Development Director

ITEM SUMMARY:
An Ordinance of the City Council of the City of Georgetown, Texas, designating Reinvestment Zone No. 2026-003 providing eligibility of the zone for commercial-industrial tax abatement; containing findings that the area qualifies to be designated as a reinvestment zone and the improvements sought are feasible and practicable and of benefit to the land and the City; providing a repealing clause; providing a severability clause; and providing an effective date.

FINANCIAL IMPACT:

SUBMITTED BY:
Shelly Sommerfeld, Economic Development plus

ATTACHMENTS:
2026-003 Reinvestment Zone Ordinance Final Unsigned.pdf
Reinvestment Zone 2026-003 - Presentation.pdf

ORDINANCE NO. __

An Ordinance of the City Council of the City of Georgetown, Texas, designating Reinvestment Zone No. 2026-003; providing eligibility of the zone for commercial-industrial tax abatement; containing findings that the area qualifies to be designated as a reinvestment zone and the improvements sought are feasible and practicable and of benefit to the land and the City; providing a repealing clause; providing a severability clause; and providing an effective date.

Whereas, the City Council of the City of Georgetown, Texas, has caused notice to be published in a newspaper having general circulation in the City and has delivered such notice to the presiding officer of the governing body of each taxing unit that includes in its boundaries real property described herein that is to be included in the proposed reinvestment zone described herein; and

Whereas, the City Council of the City of Georgetown, Texas, has conducted a public hearing on the designation of the area described herein as a reinvestment zone on October 13, 2026 at 6:00 p.m. in the Council Chambers at the City Hall at which interested parties were allowed to speak and present evidence for or against the designation;

Now, therefore, be it ordained by the City Council of the City of Georgetown, Texas, that:

Section 1**.** The City Council of the City of Georgetown, Texas, finds that the area described herein will, if designated as a reinvestment zone, be reasonably likely to contribute to the retention or expansion of primary employment, or to attract major investment in the zone that will be of benefit to the property and contribute to the economic development of the City. The City Council further finds that the improvements sought are feasible and practicable and would be of benefit to the land to be included in the zone and to the City after the expiration of a tax abatement agreement.

Section 2. Pursuant to the provisions of Section 312.201 of the Texas Tax Code, the property described in Exhibit "A" attached hereto and made a part hereof for all purposes is hereby designated as a reinvestment zone and for identification is assigned the name "Reinvestment Zone No. 2026-003" or the "AA - Crosspoint Business District Phase 1 Zone".

Section 3. The property within Reinvestment Zone No. 2026-003 is eligible for commercial-industrial tax abatement effective on January 1, 2027.

Section 4. All provisions of the ordinances of the City of Georgetown, in conflict with the provisions of this Ordinance be, and the same are hereby, repealed, and all other provisions of the ordinances of the City of Georgetown not in conflict with the provisions of this Ordinance shall remain in full force and effect.

Section 5. Should any sentence, paragraph, subdivision, clause, phrase, or section of this Ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this Ordinance as a whole or a part or provision thereof other than the part thereof decided to be unconstitutional, illegal, or invalid.

Section 6. This Ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law and charter in such cases provide.

APPROVED on First Reading on the 13th day of October 2026.

APPROVED AND ADOPTED on Second Reading on the 27th day of October 2026.

THE CITY OF GEORGETOWN:

Josh Schroeder
Mayor

ATTEST:

Robyn Densmore
City Secretary

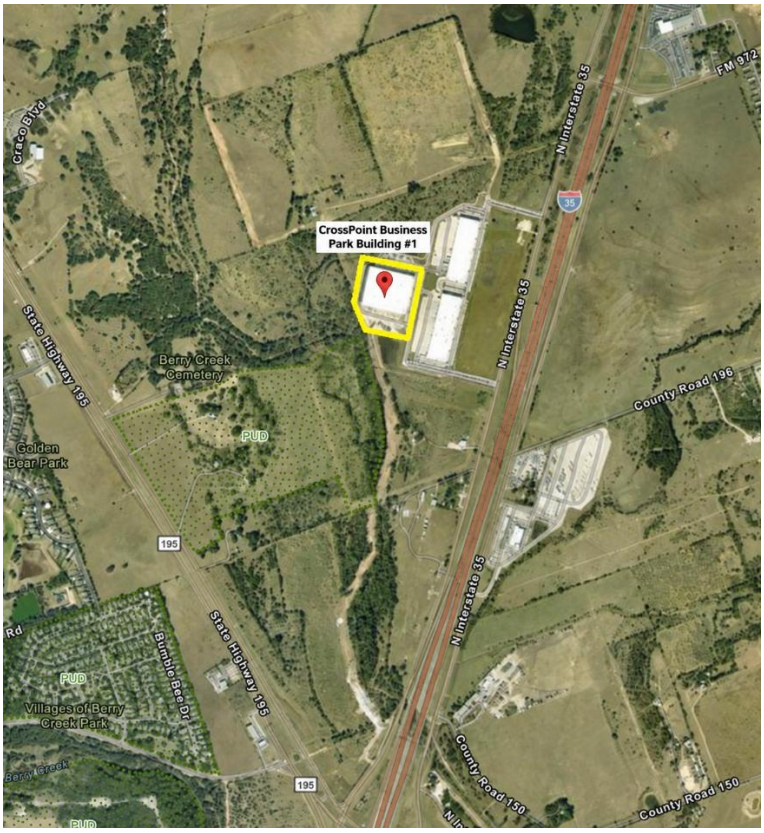
APPROVED AS TO FORM:

Skye Masson, City Attorney

Exhibit “A”

Reinvestment Zone Location

Lot 1, Block A, 19.675 acres of JACKSONSHAW GEORGETOWN, PHASE I, an addition to the City of Georgetown, Williamson County, Texas, according to the Plat thereof recorded as Document No. 2022058987 of the Real Property Records of Williamson County, Texas.

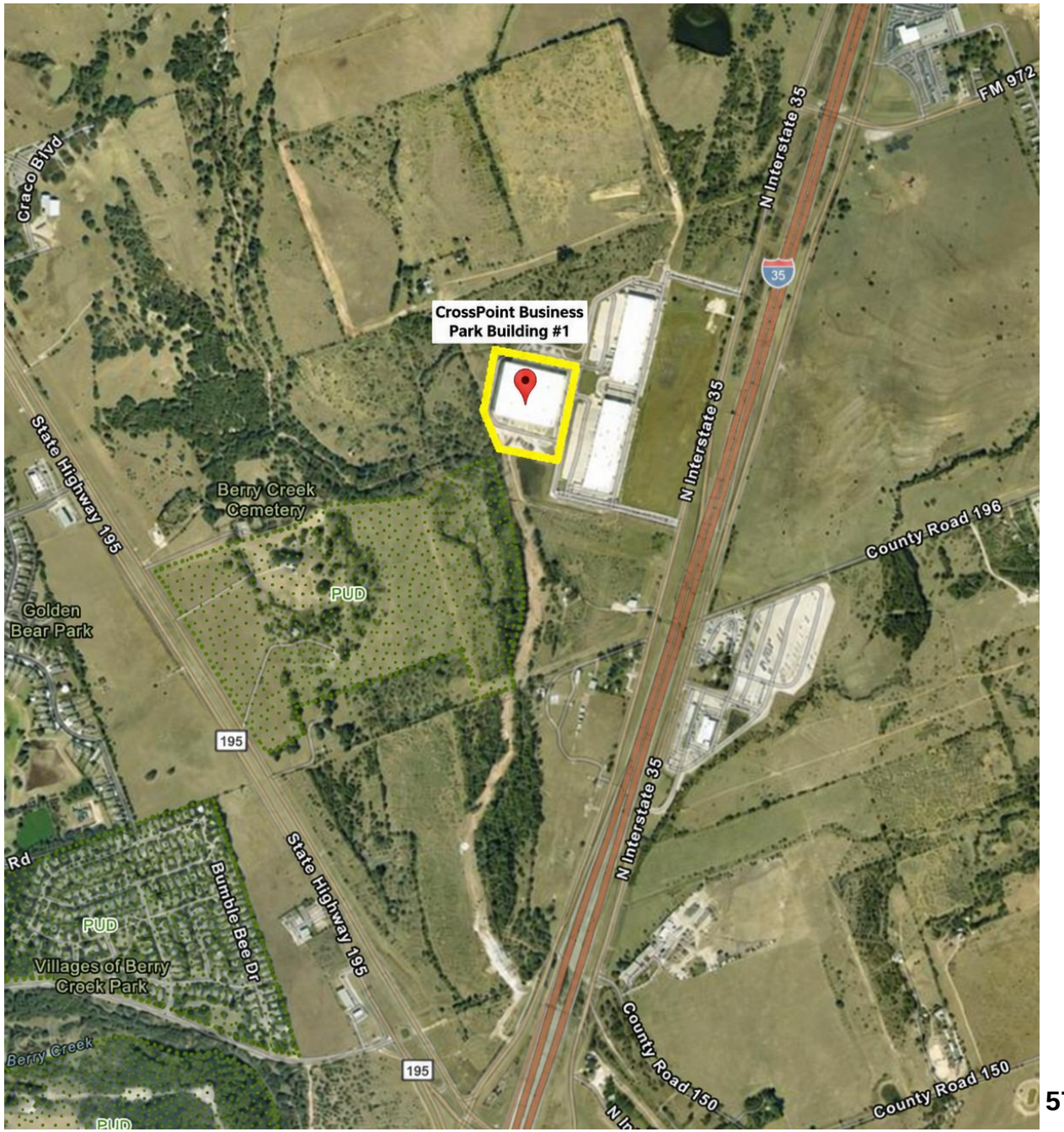


Item Under Consideration

- Public Hearing and First Reading of an Ordinance designating Reinvestment Zone No. 2026-003; providing eligibility of the zone for commercial-industrial tax abatement; containing findings that the area qualifies to be designated as a reinvestment zone and the improvements sought are feasible and practicable and of benefit to the land and the City; providing a repealing clause; providing a severability clause; and providing an effective date.

Location of Zone

- Address of Zone: Building 1, Lot 1, Block A, 19.675 acres of JacksonShaw Georgetown, Phase 1.



City of Georgetown, Texas
City Council
October 27, 2026

SUBJECT:
Public Hearing - Heirloom Public Improvement District (PID)

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

ITEM SUMMARY:
The purpose of the public hearing is to hear and pass on any objections to the assessments proposed to be levied against assessable property located in the Heirloom Public Improvement District, which is located on approximately 622 acres of land. Please see the attached public notice, which was posted in the September 30, 2026 edition of The Sun, for the 1) General Nature of Improvements 2) Estimated Costs of Improvements 3) Proposed Estimated Assessments 4) Boundaries of the District. Council is not being asked to take action on this item.

FINANCIAL IMPACT:
None

SUBMITTED BY:
Cresta Lyons, City Manager's Office

ATTACHMENTS:
PH Heirloom PID Assessment Levy (10-13-2026 CC).pdf

Heirloom PID

Public Hearing on Levy of Proposed Assessments

Nick Woolery, Assistant City Manager
October 13, 2026

Background

- March 2025 - 1st Council Workshop
- August 2025 - Annexation, Zoning, PID Development Agreement approved, Public Hearing and PID Creation Resolution
- July 2026 - Council Workshop approved usage of up front construction bond funds for all of their Major Improvement Area (MIA) except for the water quality ponds
- September 8, 2026 - Consideration of 1st Amended and Restated Developer Agreement; and Resolution determining the cost of the Major Improvement Area and the proposed assessment roll for Heirloom PID

Timeline

- **September 8, 2026**
  - Consider Resolution Approving First Amendment to Development and Construction Agreement
  - Consider Resolution Approving PSAP, Preliminary Assessment Rolls and calling a public hearing on levying assessments
- **September 22, 2026**
  - First Reading of Assessment Ordinance
  - Consider Resolution Authorizing Publication of PLOM
  - Consider Resolution Approving PID Construction, Financing and Reimbursement Agreement
- **October 13, 2026***we are here***
  - Public Hearing on Levying Assessments
  - Second Reading of Assessment Ordinance
  - Council to adopt Service and Assessment Plan (SAP) and agreements by Ordinance

Purpose

- The purpose of this public hearing is to hear and pass on any objections to the assessments proposed to be levied against assessable property located in the "Heirloom Public Improvement District" (the "PID") pursuant to Chapter 372 of the Texas Local Government Code. Any written and oral objections must be considered at this hearing.

- This is a public hearing. Any action will be taken in the next item, which is the 2nd reading of the Assessment Ordinance.

Second Reading of an Ordinance

AN ORDINANCE LEVYING SPECIAL ASSESSMENTS FOR, AND APPORTIONING THE COSTS OF, CERTAIN IMPROVEMENTS TO PROPERTY IN AND FOR THE HEIRLOOM PUBLIC IMPROVEMENT DISTRICT MAJOR IMPROVEMENT AREA; FIXING A CHARGE AND LIEN AGAINST ALL PROPERTIES WITHIN THE MAJOR IMPROVEMENT AREA OF THE DISTRICT, AND THE OWNERS THEREOF; PROVIDING FOR THE MANNER AND METHOD OF COLLECTION OF SUCH ASSESSMENTS; PROVIDING FOR PENALTIES AND INTEREST ON DELINQUENT ASSESSMENTS; MAKING A FINDING OF SPECIAL BENEFIT TO PROPERTY IN THE DISTRICT AND THE REAL AND TRUE OWNERS THEREOF; APPROVING A SERVICE AND ASSESSMENT PLAN;PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

City of Georgetown, Texas
City Council
October 27, 2026

SUBJECT:
Second Reading - Levying Special Assessments for Heirloom PID

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

ITEM SUMMARY:
On August 26, 2026, in accordance with the requirements of the Texas Local Government Code Chapter 372 (the “PID Act”) and after notice and hearing, the City Council passed and approved Resolution No. 082625-6.P (the “PID Creation Resolution”) authorizing the creation of the Heirloom Public Improvement District (the “PID”), covering approximately 622 acres.

The District is expected to be developed in phases beginning with an area designated as the "Major Improvement Area" within the District, which consists of approximately 622 acres located within the District (the "Major Improvement Area").

After notice was provided as required by the PID Act, the City Council on October 13, 2026, held a public hearing to consider the levy of the proposed Major Improvement Area Assessments on property within the Major Improvement Area of the District, the allocation of the Actual Costs of the authorized improvements to be undertaken for the benefit of all property to be assessed within the Major Improvement Area of the District, the purposes of the Major Improvement Area Assessments, the special benefits of the Major Improvement Area Authorized Improvements, and the penalties and interest on annual installments and on delinquent annual installments of the Major Improvement Area Assessments.

The City Council finds and determines that the Heirloom Public Improvement District Service and Assessment Plan, which includes the Major Improvement Area Assessment Roll, in a form substantially similar to the attached Exhibit A, which final form shall be approved by the City Manager (the "Service and Assessment Plan"), and which is incorporated herein for all purposes, should be approved and that the Major Improvement Area Assessments should be levied as provided in this Ordinance, the Service and Assessment Plan, and the Major Improvement Area Assessment Roll.

In connection with the levy of the Major Improvement Area Assessments, the owners (the "Landowners") of the privately-owned and taxable property located within the Major Improvement Area will execute a landowner certificate, wherein the Landowners, among other things, approve

and accept this Ordinance and the Service and Assessment Plan, including the Major Improvement Area Assessment Roll, consents to and accepts the levy of the Major Improvement Area Assessments against their property located within the District and agree to pay the Major Improvement Area Assessments.

FINANCIAL IMPACT:
None to the City.

SUBMITTED BY:
Cresta Lyons, City Manager's Office

ATTACHMENTS:
Assessment_Ordinance_Heirloom_PID with Exhibits.pdf

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS LEVYING SPECIAL ASSESSMENTS FOR, AND APPORTIONING THE COSTS OF, CERTAIN IMPROVEMENTS TO PROPERTY IN AND FOR THE HEIRLOOM PUBLIC IMPROVEMENT DISTRICT MAJOR IMPROVEMENT AREA; FIXING A CHARGE AND LIEN AGAINST ALL PROPERTIES WITHIN THE MAJOR IMPROVEMENT AREA OF THE DISTRICT, AND THE OWNERS THEREOF; PROVIDING FOR THE MANNER AND METHOD OF COLLECTION OF SUCH ASSESSMENTS; PROVIDING FOR PENALTIES AND INTEREST ON DELINQUENT ASSESSMENTS; MAKING A FINDING OF SPECIAL BENEFIT TO PROPERTY IN THE DISTRICT AND THE REAL AND TRUE OWNERS THEREOF; APPROVING A SERVICE AND ASSESSMENT PLAN; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Subchapter A of the Public Improvement District Assessment Act, Chapter 372 of the Texas Local Government Code, as amended (the "PID Act") allows for the creation of public improvement districts; and

WHEREAS, a petition was submitted and filed with the City Secretary (the "City Secretary") of the City of Georgetown, Texas (the "City") on July 30, 2025 (the "Petition") pursuant to the PID Act, requesting the creation of a public improvement district to be located within the corporate limits of the City to be known as Heirloom Public Improvement District (the "District" or "PID") to provide public improvements within the District to include the design, acquisition, and construction of public improvement projects authorized by Section 372.003(b) of the PID Act that are necessary for development of the District, which public improvements will include, but not be limited to, streets, roadway construction, water, wastewater, and drainage facilities and improvements, parkland improvements and other improvement projects; and

WHEREAS, the Petition contained the signatures of the record owners of taxable real property representing more than 50% of the appraised value of the real property liable for assessments within the District, as determined by the then current ad valorem tax rolls of the Williamson Central Appraisal District, and the signatures of record property owners who own taxable real property that constitutes more than 50% of the area of all taxable property that is liable for assessment within the District; and

WHEREAS, on August 26, 2025 after due notice, the City Council of the City (the "City Council") held the public hearing in the manner required by law on the advisability of the improvement projects described in the Petition as required by Section 372.009 of the PID Act and on August 26, 2025 the City Council made the findings required by Section 372.009(b) of the PID Act and, by Resolution No. 082625-6.P (the "Creation Resolution"), adopted by a majority of the members of the City Council, authorized the creation of the District in accordance with its finding as to the advisability of the improvement projects; and

WHEREAS, following the adoption of the Creation Resolution, the City filed a copy of the Creation Resolution with the County Clerk of Williamson County, Texas; and

WHEREAS, no written protests regarding the creation of the District from any owners of record of property within the District were filed with the City Secretary within 20 days after the recording of the Creation Resolution; and

WHEREAS, the District is expected to be developed in phases beginning with an area designated as the "Major Improvement Area" within the District, which consists of approximately 622 acres located within the District (the "Major Improvement Area"); and

WHEREAS, pursuant to the PID Act, the proposed *"Major Improvement Area Assessment Roll"* and Service and Assessment Plan (as defined herein) were filed with the City Secretary; and

WHEREAS, pursuant to Section 372.016(b) of the PID Act, the statutory notice of a public hearing to be held by the City Council on October 13, 2026 was published on [September 30], 2026, in *The Williamson County Sun*, a newspaper of general circulation in the City, advising that the City Council would consider the levy of the proposed assessments (the "Major Improvement Area Assessments") on real property within the Major Improvement Area of the District; and

WHEREAS, the City Secretary, pursuant to Section 372.016(c) of the PID Act, mailed notice of the public hearing to consider the proposed Major Improvement Area Assessment Roll and the Service and Assessment Plan and the levy of the Major Improvement Area Assessments on property within the Major Improvement Area of the District to the addresses of record at the Williamson Central Appraisal District, such addresses being the last known addresses of the owners of the property liable for the Major Improvement Area Assessments; and

WHEREAS, after notice was provided as required by the PID Act, the City Council on October 13, 2026, held a public hearing to consider the levy of the proposed Major Improvement Area Assessments on property within the Major Improvement Area of the District, at which any and all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the Major Improvement Area Assessment Roll, and the proposed Major Improvement Area Assessments, and to offer testimony pertinent to any issue presented on the amount of the Major Improvement Area Assessments, the allocation of the Actual Costs (as defined in the attached Service and Assessment Plan) of the authorized improvements to be undertaken for the benefit of all property to be assessed within the Major Improvement Area of the District (the "Major Improvement Area Improvements"), the purposes of the Major Improvement Area Assessments, the special benefits of the Major Improvement Area Authorized Improvements (as defined in the Service and Assessment Plan), and the penalties and interest on annual installments and on delinquent annual installments of the Major Improvement Area Assessments; and

WHEREAS, the City Council finds and determines that the Heirloom Public Improvement District Service and Assessment Plan, which includes the Major Improvement Area Assessment Roll, in a form substantially similar to the attached **Exhibit A**, which final form shall be approved by the City Manager (the "Service and Assessment Plan"), and which is incorporated herein for all

purposes, should be approved and that the Major Improvement Area Assessments should be levied as provided in this Ordinance, the Service and Assessment Plan, and the Major Improvement Area Assessment Roll; and

WHEREAS, the City Council further finds that there were no written objections or evidence submitted to the City Secretary in opposition to the Service and Assessment Plan, the Actual Costs of the Major Improvement Area Authorized Improvements as described in the Service and Assessment Plan, the Major Improvement Area Assessment Roll, or the levy of the Major Improvement Area Assessments; and

WHEREAS, in connection with the levy of the Major Improvement Area Assessments, concurrently herewith, the owners (the "Landowners") of the privately-owned and taxable property located within the Major Improvement Area will execute a landowner certificate, wherein the Landowners, among other things, approve and accept this Ordinance and the Service and Assessment Plan, including the Major Improvement Area Assessment Roll, consents to and accepts the levy of the Major Improvement Area Assessments against their property located within the District and agree to pay the Major Improvement Area Assessments; and

WHEREAS, the City Council closed the public hearing on October 13, 2026, and, after considering all oral, written and documentary evidence presented at the hearing, including all written comments and statements filed with the City, determined to proceed with the adoption of this Ordinance in conformity with the requirements of the PID Act; and

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

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

Section 1. All matters stated in the preamble of this Ordinance are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

Section 2. The action of the City Council holding and closing the public hearing in these proceedings is hereby ratified and confirmed.

Section 3. The Service and Assessment Plan attached to this Ordinance as **Exhibit A** has been presented to and reviewed by the City Council and the City Council hereby approves said Service and Assessment Plan and adopts the attached Service and Assessment Plan as the service plan and assessment plan for the Major Improvement Area within the District. All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Service and Assessment Plan.

Section 4. The Major Improvement Area Authorized Improvements described in the preamble of this Ordinance and in the Service and Assessment Plan include the Major Improvement Area Improvements, Bond Issuance Costs, and First Year Annual Collection Costs

(each as defined in the Service and Assessment Plan) (collectively, the "Major Improvement Area Authorized Improvements"). The Major Improvement Area Authorized Improvements benefit and serve all of the property within the Major Improvement Area of the District and are set forth in Section III of the Service and Assessment Plan.

Section 5. The City Council hereby finds and determines upon the evidence presented in reference to the property located within the Major Improvement Area of the District that: (i) the enhancement and value to accrue to the Major Improvement Area of the District and the real and true owner or owners thereof by virtue of construction of the Major Improvement Area Authorized Improvements will be equal to or in excess of the amount of the cost of the proposed Major Improvement Area Authorized Improvements; (ii) that the apportionment of the costs of the Major Improvement Area Authorized Improvements and the Major Improvement Area Assessments here and below made are just and equitable and produce substantial equality, considering the benefits received and the burdens imposed thereby, and result in imposing equal shares of the cost of the Major Improvement Area Authorized Improvements on property similarly benefitted, and are in accordance with the laws of the State of Texas; (iii) the property assessed is specially benefitted by means of the said Major Improvement Area Authorized Improvements in the District in relation to the costs of such improvements; (iv) all procedures that have taken place heretofore with reference to the Major Improvement Area Authorized Improvements and the Major Improvement Area Assessments are in all respects regular, proper, and valid; and (v) all prerequisites to the fixing of the assessment liens against the properties within the Major Improvement Area of the District, and the personal liability of the real and true owner or owners thereof, whether correctly named herein or not, have been in all things regularly and duly performed in compliance with the PID Act and the proceedings of the City Council. The cost of said Major Improvement Area Authorized Improvements is hereby assessed and levied as a special assessment against such properties and the real and true owner or owners thereof in the amounts as described in Exhibit F of the Service and Assessment Plan attached hereto.

Section 6. There shall be and is hereby levied and assessed against the property within the Major Improvement Area of the District, and against the real and true owners thereof (whether such owners be correctly named or not), the sums of money as listed in Exhibit F of the Service and Assessment Plan attached hereto and made a part hereof shown for each of the respective parcels of property, and the assessed against the same, and the owners thereof.

Section 7. The sums assessed against property located within the Major Improvement Area of the District and the real and true owners or owner thereof, whether the owner or owners be named or correctly named, or the properties be correctly described therein or not, together with interest thereon at the rate per annum when required as set forth in the Service and Assessment Plan and with reasonable attorney's fees and all costs and expenses of collection, if incurred, are hereby declared to be and made a first and prior lien upon the respective parcels of property against which same are assessed from and after this date, and a personal liability and charge against the real and true owner or owners thereof, whether or not such owner or owners be correctly named herein, paramount and superior to all other liens, claims or titles except for lawful claims for state, county, school district, or municipality ad valorem taxes; and that the sum so assessed shall be payable to the City or its assigns in accordance with the Major Improvement Area Assessment Roll attached as Exhibit F to the Service and Assessment Plan.

Section 8. (a) The levy of the Major Improvement Area Assessments shall be effective on the date of adoption of this Ordinance levying assessments and strictly in accordance with the terms of the Service and Assessment Plan.

(b) The apportionment of the costs of the Major Improvement Area Authorized Improvements to be assessed against the property within the Major Improvement Area of the District, shall be as set forth in the Service and Assessment Plan.

(c) Major Improvement Area Assessments and Annual Installments shall be collected, administered and may be reallocated, and the costs of improvements paid, as set forth in: (i) this Ordinance; (ii) the Service and Assessment Plan and (iii) any ordinance, resolution, bond indenture or agreement approved by the City Council.

(d) Each Major Improvement Area Assessment may be paid in a lump sum or may be paid in Annual Installments pursuant to the terms of the Service and Assessment Plan.

(e) Each Major Improvement Area Assessment shall accrue and bear interest at the rate or rates specified in the Service and Assessment Plan.

(f) Each Annual Installment shall be due and payable and shall be collected each year in the manner set forth in the Service and Assessment Plan.

(g) Major Improvement Area Assessments and the interest thereon shall be deposited as and when received by the City into a separate fund to be used to pay the costs incurred for the Major Improvement Area Authorized Improvements, including debt service on obligations issued to pay the costs of the Major Improvement Area Authorized Improvements, and the establishment of each such fund is hereby approved.

(h) The Annual Installments shall be reduced to equal the actual costs of repaying the related series of bonds and actual Annual Collection Costs (as provided for in the definition of such term), taking into consideration any other available funds for these costs, such as interest income on account balances.

Section 9. This Ordinance incorporates by reference all provisions and requirements of the PID Act.

Section 10. If any section, article, paragraph, sentence, clause, phrase, or word in this Ordinance, or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance; and the City Council hereby declares it would have passed such remaining portion of this Ordinance, despite such invalidity, which remaining portions shall remain in full force and effect.

Section 11. The Mayor is hereby authorized to sign this ordinance and the City Secretary to attest. This Ordinance shall take effect immediately from and after its adoption and it

is accordingly so ordained in accordance with the provisions of the City Charter of the City of Georgetown.

Section 12. The City Secretary is directed to cause a copy of this Ordinance, including the Service and Assessment Plan and/or the Major Improvement Area Assessment Roll, to be filed with the Williamson County Clerk and posted on the City's website, not later than the seventh day after the date the City Council adopts this Ordinance approving the Service and Assessment Plan. The City Secretary is further directed to similarly file each Annual Service Plan Update approved by the City Council not later than the seventh day after the date that the City Council approves each Annual Service Plan Update (or as otherwise required by the PID Act).

Section 13. (a) P3Works, LLC is hereby appointed and designated as the initial Administrator of the Service and Assessment Plan and of Assessments levied by this Ordinance. The Administrator shall perform the duties of the Administrator described in the Service and Assessment Plan and in this Ordinance. The Administrator's fees, charges and expenses for providing such service shall constitute an Annual Collection Cost.

(b) The Williamson County Tax Assessor-Collector is hereby appointed and designated as the collector of the Major Improvement Area Assessments (the "Collector"). The Collector shall serve in such capacity unless and until replaced by subsequent action of the City Council.

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PASSED AND APPROVED on First Reading on the 22nd day of September, 2026**.**

PASSED, APPROVED, AND ADOPTED on Second Reading on the 13th day of October, 2026**.**

ATTEST:

_____
Robyn Densmore, City Secretary

THE CITY OF GEORGETOWN:

_____
Josh Schroeder, Mayor

APPROVED AS TO FORM:

_____
Skye Masson, City Attorney

EXHIBIT A

HEIRLOOM PUBLIC IMPROVEMENT DISTRICT
SERVICE AND ASSESSMENT PLAN

Heirloom Public Improvement District

PRELIMINARY SERVICE AND ASSESSMENT PLAN

SEPTEMBER 8, 2026

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INTRODUCTION

Capitalized terms used in this Service and Assessment Plan shall have the meanings given to them in **Section I** unless otherwise defined in this Service and Assessment Plan or unless the context in which a term is used clearly requires a different meaning. Unless otherwise defined, a reference to a "Section" or an "Exhibit" shall be a reference to a Section of this Service and Assessment Plan or an Exhibit attached to and made a part of this Service and Assessment Plan for all purposes.

On August 26, 2025 the City Council took the following actions:

- The City Council passed and approved Ordinance No. 2025-45 which (i) annexed into the corporate boundaries of the City approximately 620 acres of land (the "Property") which is more particularly described by metes and bounds on **Exhibit A** and by sketch on **Exhibit B**, and (ii) approved a Planned Unit Development zoning classification and plan for the Property (the "ANX-PUD Ordinance"). The ANX-PUD Ordinance was recorded in the Official Public Records of Williamson County, Texas on_____.
- The City Council passed and approved Resolution No. 082625-5.P. authorizing the creation of the District over the Property, in accordance with the PID Act which authorization was effective upon publication as required by the PID Act. The resolution was recorded in the Official Public Records of Williamson County, Texas on September 3, 2025 as Document No. 2025069384. The purpose of the District is to finance the Actual Costs of the Authorized Improvements for the benefit of the property within the District.
- The City Council passed and approved Resolution No. 082625-6.M, approving the Development and Construction Agreement and the resolution was recorded in the Official Public Records of Williamson County as Document No. 2026023941 on March 3, 2026.

On March 19, 2026, a Preliminary Plat for the District was approved by the City (City Project NO. 2025-10-PP-20260318).

On _____,2026, the City adopted Resolution No. _____ approving the First Amendment to Development and Construction Agreement (Heirloom).

On _____,2026, the City adopted Ordinance No._____ approving this Service and Assessment Plan and the Major Improvement Area Assessment Roll for the Heirloom Public Improvement District.

The PID Act requires a service plan covering a period of at least five years and defining the annual indebtedness and projected cost of the Authorized Improvements. The Service Plan is contained in **Section IV**.

The PID Act requires that the Service Plan include an assessment plan that assesses the Actual Costs of the Authorized Improvements against Assessed Property within the District based on the special benefits conferred on such property by the Authorized Improvements. The Assessment Plan is contained in **Section V**.

The PID Act requires an Assessment Roll that states the Assessment against each Parcel determined by the method chosen by the City. The Assessment against each Assessed Property must be sufficient to pay the share of the Actual Costs apportioned to the Assessed Property and cannot exceed the special benefit conferred on the Assessed Property by the Authorized Improvements. The Major Improvement Area Assessment Roll is contained in **Exhibit F**.

SECTION I: DEFINITIONS

"Actual Costs" mean, with respect to Authorized Improvements, the actual costs paid or incurred by or on behalf of the Developer of the District: (1) to plan, design, acquire, construct, install, and dedicate such improvements to the City; (2) to prepare plans, specifications (including bid packages), contracts, and as-built drawings; (3) to obtain zoning, licenses, plan approvals, permits, inspections, and other governmental approvals; (4) for third-party professional consulting services including but not limited to, engineering, surveying, geotechnical, land planning, architectural, landscaping, legal, accounting, and appraisals; (5) of labor, materials, equipment, fixtures, payment and performance bonds and other construction security, and insurance premiums; and (6) to implement, administer, and manage the above-described activities, including a 4% construction management fee. Actual Costs shall not include general contractor's fees in an amount that exceeds a percentage equal to the percentage of work completed or construction management fees in an amount that exceeds an amount equal to the construction management fee amortized in approximately equal monthly installments over the term of the applicable construction management contract. Amounts expended for costs described in subsection (3), (4), and (6) above shall be excluded from the amount upon which the general contractor and construction management fees are calculated.

"Additional Interest" means the amount collected by application of the Additional Interest Rate if PID Bonds are issued.

"Additional Interest Rate" means the 0.50% additional interest rate charged on an Assessment as authorized by Section 372.018 of the PID Act.

"Administrator" means the City or the person or independent firm designated by the City who shall have the responsibility provided in this Service and Assessment Plan, the Indenture, or any other agreement or document approved by the City Council related to the duties and responsibility of the administration of the District.

"Annual Collection Costs" means the actual or budgeted costs and expenses relating to collecting the Annual Installments, including, but not limited to, costs and expenses for: (1) the Administrator and City staff; (2) legal counsel, engineers, accountants, financial advisors, and other consultants engaged by the City; (3) calculating, collecting, and maintaining records with respect to Assessments and Annual Installments; (4) preparing and maintaining records with respect to Assessment Rolls and Annual Service Plan Updates; (5) paying, and redeeming PID Bonds, if issued; (6) investing or depositing Assessments and Annual Installments; (7) complying with this Service and Assessment Plan and the PID Act with respect to the administration of the District, including continuing disclosure requirements; and (8) the paying agent/registrar and

Trustee in connection with PID Bonds, if issued, including their respective legal counsel. Annual Collection Costs collected but not expended in any year shall be carried forward and applied to reduce Annual Collection Costs for subsequent years.

"Annual Installment" means the annual installment payment of an Assessment as calculated by the Administrator and approved by the City Council, that may include: (1) principal; (2) interest; (3) Annual Collection Costs; and (4) Additional Interest, as applicable.

"Annual Service Plan Update" means an update to this Service and Assessment Plan prepared no less frequently than annually by the Administrator and approved by the City Council, in accordance with the PID Act.

"**ANX-PUD Ordinance"** means Ordinance No. 2025-45 passed and approved by the City on August 26, 2025.

"Assessed Property" means any Parcel within the District that benefits from the Authorized Improvements and on which an Assessment is levied as shown on the Assessment Roll and which includes any and all Parcels within the District other than Non-Benefited Property.

"Assessment" means an assessment levied against a Parcel and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

"Assessment Ordinance" means the ordinance adopted by the City Council in accordance with the PID Act that approves the Service and Assessment Plan and levies the Assessment on all or a portion of the Assessed Property within the District, as shown on any Assessment Roll.

"Assessment Plan" means the methodology employed to assess the Actual Costs of the Authorized Improvements against Assessed Property within the District based on the special benefits conferred on such property by the Authorized Improvements, as more specifically described in **Section V.**

"Assessment Roll" means any Assessment Roll approved by an Assessment Ordinance that levies Assessments on property within the District, including the Major Improvement Area Assessment Roll, as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of PID Bonds, if issued, or in connection with any Annual Service Plan Update.

"Authorized Improvements" means Public Improvements authorized by Section 372.003 of the PID Act, including District Formation Expenses, First Year Annual Collections Costs (as described

in **Section III (E)** herein), and Bond Issuance Costs, if PID Bonds are issued, as more specifically described in **Section III.**

"Bond Issuance Costs" mean the costs associated with issuing PID Bonds, if issued, including but not limited to attorney fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, City costs, capitalized interest, reserve fund requirements, underwriter discount, fees charged by the Texas Attorney General, and any other cost or expense directly associated with the issuance of PID Bonds, if bonds are issued.

"City" means the City of Georgetown, Texas.

"City Council" means the governing body of the City.

"County" means Williamson County, Texas.

"Creation Resolution" means Resolution No. 082625-5.P, approved by the City Council on, which authorized the creation of the District.

"Delinquent Collection Costs" mean, for an Assessed Property, interest, penalties, and other costs and expenses authorized by the PID Act that directly or indirectly relate to the collection of delinquent Assessments, delinquent Annual Installments, or any other delinquent amounts due under this SAP, including costs and expenses to foreclose liens.

"Developer" means Heirloom East TX, LLC. and HeirloomTX, LLC., collectively, and any successor developer of property within the District, or any portion thereof.

"Development and Construction Agreement" means that certain Development and Construction Agreement (Heirloom) between the City, the Georgetown Independent School District, and the Developer approved by the City Council via Resolution No. 082625-6.M and effective as of_____, as amended by the First Amendment to Development and Construction Agreement (Heirloom) approved by the City Council via Resolution No._____ and effective as of _____, 2026.

"District" means the Heirloom Public Improvement District containing approximately 622.525 acres within the corporate limits of the City, as described legally by metes and bounds on **Exhibit A** and as depicted by the map on **Exhibit B**.

"District Formation Expenses" means costs incurred creating the District, including attorney fees, consultant fees, and other fees and expenses related to the formation of the District and the levy of Assessments.

"Estimated Buildout Value" means the estimated buildout value of an Assessed Property at the time Assessments are levied, and shall be determined by the Administrator and confirmed by the City Council by considering such factors as density, lot size, proximity to amenities, view premiums, location, market conditions, historical sales, builder contracts, discussions with homebuilders, reports from third party consultants, or any other information that may impact value.

"Financing Agreement" means that certain "PID Construction, Financing and Reimbursement Agreement Heirloom Public Improvement District between the City, Georgetown Independent School District, Heirloom East TX, LLC and HEIRLOOM TX, LLC dated to be effective _____.

"Future Improvement Areas" means a distinct portion of the Major Improvement Area described by metes and bounds and developed as an individual improvement area which such area(s) to be described, designated, and subject to separate Assessments levied in the future to fund Future Improvement Area Improvements.

"Future Improvement Area Improvements" mean those Authorized Improvements which will confer a special benefit solely on the related Future Improvement Area.

"Indenture" means an Indenture of Trust entered into in connection with the issuance of PID Bonds, as amended or supplemented from time to time, between the City and the Trustee setting forth terms and conditions related to the PID Bonds, if issued.

"Landowner Certificate" means any Landowner Certificate executed by the respective Owner consenting to the levy of the Assessments dated ____, ____, as may be further amended.

"Lot" means (1) for any portion of the District for which a subdivision plat has been recorded in the official public records of the County, a tract of land described as a "lot" in such subdivision plat, and (2) for any portion of the District for which a subdivision plat has not been recorded in the official public records of the County, a tract of land anticipated to be described as a "lot" in a final recorded subdivision plat as shown on a concept plan or preliminary plat.

"Lot Type" means a classification of final building Lots with similar characteristics (e.g. lot size, home product, buildout value, etc.), as determined by the Administrator and confirmed and approved by the City Council. In the case of single-family residential Lots, the Lot Type shall be further defined by classifying the residential Lots by the Estimated Buildout Value of the Lot as calculated by the Administrator and confirmed and approved by the City Council.

"Major Improvement Area" means approximately 622.525 acres located within the District, as shown on **Exhibit B** and more specifically described in **Exhibit A**.

"Major Improvement Area Annual Installment" means the annual installment payment of the Major Improvement Area Special Assessment as calculated by the Administrator and approved by the City Council that may include: (1) principal, (2) interest, (3) Annual Collection Costs, and (4) Additional Interest, if PID Bonds are issued.

"Major Improvement Area Assessed Property" means any Parcel within the Major Improvement Area against which a Major Improvement Area Special Assessment is levied.

"Major Improvement Area Assessment Roll" means the assessment roll for the Major Improvement Area Assessed Property within the District and included in this Service and Assessment Plan as **Exhibit F,** as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of PID Bonds or in connection with any Annual Service Plan Update.

"Major Improvement Area Authorized Improvements" means, collectively, the Major Improvement Area Improvements, the First Year Annual Collection Costs allocable to the Major Improvement Area, and the Bond Issuance Costs related to the Major Improvement Area Bonds.

"Major Improvement Area Bonds" means those certain "City of Georgetown, Texas Special Assessment Revenue Bonds, Series 2026 (Heirloom Public Improvement District Major Improvement Area Project)", that are payable as provided in the Indenture relating to such bonds.

"Major Improvement Area Improvements" mean Authorized Improvements which only benefit Major Improvement Area Assessed Property as described in **Section III** and as shown on **Exhibit I**.

"Major Improvement Area Special Assessment" means an Assessment levied against Assessed Property within the Major Improvement Area and imposed pursuant to an Assessment Ordinance, as shown on the Major Improvement Area Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

"Maximum Assessment" means for each Lot Type within the District, at the time a new Lot is created by plat an Assessment equal to the amount calculated pursuant to **Section VI.A**. Maximum Assessment for future Improvement Areas will be determined in future Annual Service Plan updates.

"Non-Assessed Property" means approximately 121.86 acres of land located within the District against which a portion of the costs of the Major Improvement Area Improvements are

apportioned based on special conferred benefit which costs will be paid by the Developer without reimbursement from the City.

"Non-Benefited Property" means Parcels within the boundaries of the District that accrue no special benefit from Authorized Improvements as determined by the City Council.

"Owners" mean Heirloom East TX, LLC., Heirloom1 Communities Tx, LLC., HeirloomTX, LLC., and Georgetown Independent School District, and any successor owner of property within the District, or any portion thereof.

"Parcel(s)" means a property within the boundaries of the District, identified by either a tax map identification number assigned by the Williamson Central Appraisal District for real property tax purposes, by metes and bounds description, by lot and block number in a final subdivision plat recorded in the official public records of the County, or by any other means as determined by the City Council.

"PID Act" means Chapter 372, Texas Local Government Code, as amended.

"PID Bonds" mean any bonds issued in accordance with the PID Act, if applicable, that are secured by Assessments.

"Preliminary Plat" means that certain Preliminary Plat for a portion of the Property (361.85 acres) and the entire length of the Primary Collector approved by the City on March 19, 2026 (City Project No. 2025-10-PP-20260318).

"Prepayment" means the payment of all or a portion of an Assessment before the due date thereof. Amounts received at the time of a Prepayment which represent a payment of principal, interest, or penalties on a delinquent installment of Assessment are not to be considered a Prepayment, but rather are to be treated as a payment of the regularly scheduled Assessment.

"Prepayment Costs" mean interest, including Additional Interest (if applicable), and Annual Collection Costs incurred up to the date of Prepayment.

"Property" means the approximately 622.525 acres of land which is more particularly described by metes and bounds on **Exhibit A** and by sketch on **Exhibit B.**

"Service and Assessment Plan" or **"SAP"** means this Service and Assessment Plan as it may be modified, amended, supplemented, and updated from time to time.

"Service Plan" covers a period of at least five years and defines the annual indebtedness and projected costs of the Authorized Improvements, more specifically described in **Section IV**.

"Taken Property" shall have the meaning assigned to such term in **Section VI.F**.

"Taking" shall have the meaning assigned to such term in **Section VI.F**.

"Trigger Date" means, for each Parcel, the earlier of: (1) the date a final plat is filed and recorded in the real property records of the County which creates the Parcel, or (2) the date PID Bonds, if issued, secured by Assessments levied on the Parcel are issued. If the Trigger Date occurs on or before July 31st of the then current year, then Assessments will be due the January 31st of the following year. If the Trigger Date occurs after July 31st of the then current year, then the Assessments will be due on the second January 31st following the Trigger Date. Collection of the Annual Installments will in no case occur later than the two-year anniversary date of the levy of Assessments on the Parcel.

"Trustee" means the trustee (or successor trustee) under an Indenture.

SECTION II: THE DISTRICT

The District includes approximately 622.525 acres within the corporate limits of the City, as described legally by metes and bounds on **Exhibit A** and as depicted by the map on **Exhibit B**. Development of the District is governed by the ANX-PUD Ordinance and the Development and Construction Agreement. The District is to be developed as a mixed-use project. In general, the maximum number of residential units is 3,600 (unless an area reserved for school purposes is not developed as such, in which case the maximum number of residential units can increase by not more than 375 additional residential units). A variety of residential housing types and sizes are allowed, with maximum units by scale and maximum and minimum unit counts set forth in the ANX-PUD Ordinance. The ANX-PUD Ordinance requires 200,000 square feet of land to be used for commercial purposes to support the residential uses in the District and allows a variety of multifamily uses. Also included are associated rights-of-way, landscaping, and infrastructure necessary to provide roadways, drainage, and utilities to property within the District.

The Major Improvement Area includes approximately 622.525 acres as more particularly described on **Exhibit A** and depicted on **Exhibit B.** Development of the Major Improvement Area is anticipated to contain 1,333 single-family homes, 100 Townhome units, 116 Courtyard units, 100 Build-to-Rent units, 1,250 Multi-Family units, and 255,000 square feet of commercial space.

It is anticipated there will be additional Future Improvement Areas within the District. As the Future Improvements Areas are developed and in connection with the issuance of any PID Bonds, or the levy of Assessments in Future Improvement Areas pursuant to the Financing Agreement, this Service and Assessment Plan will be amended to update the Exhibits.

SECTION III: AUTHORIZED IMPROVEMENTS

The City, based on information provided by the Developer and its engineer and review by the City staff and by third-party consultants retained by the City, determined that the Authorized Improvements confer a special benefit on the Assessed Property. Major Improvement Area Improvements will be designed and constructed in accordance with City standards and will be owned and operated by the City once accepted unless specifically stated below. The budget for the Authorized Improvements, as well as the allocation of the Actual Costs of the Authorized Improvements, is shown on **Exhibit C**.

A. Major Improvement Area Improvements

- Streets

  With Phase 1, primary access to the District will be provided via the Heirloom Pkwy. extension, which will continue on the west side of Williams Drive opposite of the

existing section of Parmer Ranch Blvd. built with the Parmer Ranch Development. The Heirloom Pkwy. collector will then continue across the site, intersect with CR 248, and turn south before tying into the planned expanded section of Ronald Reagan Blvd. The subsequent residential phases of the development will branch off Heirloom Pkwy. for access. The collector will utilize a 96' ROW with a 4-lane divided 50' pavement section and 10' sidewalks on either side. Road section design is described in the Planned Unit Development Zoning Ordinance 2025-45-PUD. Proposed streets have been designed to urban standards consisting of concrete curb and gutter and will be designed with a flexible pavement section consisting of prepared subgrade, crushed limestone base, and hot mix asphaltic concrete (HMAC) pavement surface. The pavement recommendations can be found in the Heirloom tract Geotechnical Investigation reports prepared by MLA Geotechnical dated November 2025. The proposed street network meets City of Georgetown horizontal and vertical geometric design criteria. Ten-foot sidewalks with ADA ramps will be constructed along the collector on both sides of the street and will be constructed following standard specifications and details. Signage, valley gutters, excavation, embankment, clear and grub, and testing are also included within these improvements. See Heirloom Tract Phase 1 Construction plans prepared by Gray Civil for additional design information and street cross sections.

- Water

  The District will be served water by the City of Georgetown. An existing 24" line is located on the east side of CR 248, an existing 30" line is located on the south side of Ronald Reagan Blvd, and an existing 12" line is located on the west side of RM 2338. As part of the subdivision improvements, an 12" waterline is proposed to be constructed down the Parmer Ranch Blvd ROW and connected to the existing 30" waterline. The northern portion of the site will be served by a proposed 12" line to be connected to the existing 12" line. Water will be provided to the individual lots by proposed 8-inch and 12-inch water lines located within the public ROW. Utility line sizing is preliminary in nature and will ultimately depend on recommendation from GUS and their water model.

- Wastewater

  The portion of the District that generally slopes from northeast to southwest will gravity flow via a proposed 12" trunk line into an existing manhole offsite to the southwest corner of the site and to the existing Nolina lift station. A lift station will be constructed at the northeast corner for the remainder of the site and wastewater flows will be pumped back to an existing manhole connection to a 12" gravity wastewater line along RM 2338 via a force main. Phase 1 will include the construction of the 12" main trunk line through the site, while 8" local lines will be added with future phases.

Internal wastewater utilities will be typically located within the proposed right-of-way's standard assignments as established by the City of Georgetown. Internal water mains will be located outside of the pavement within the right-of-way per GUS standard assignment. The internal lines will be constructed in accordance with the GUS water and wastewater system design criteria and specifications. Improvements include trench excavation and embedment, trench safety, piping, valves, hydrants, manholes, service connections, testing, related earthwork, erosion controls and all necessary appurtenances.

- Drainage

  Stormwater runoff generated within the development will be conveyed by a system of curb and gutters, inlets, storm drains, channels, and ponds before being released into a tributary of either the North Fork San Gabriel River to the south or Berry Creek to the east, and onto neighboring properties. The drainage study performed for the preliminary plat utilizes the NRCS method to determine peak flow runoff for the 2-, 10-, 25-, and 100-year storms. The site is entirely within the Edwards Aquifer Contributing Zone and will therefore be required to provide water quality treatment and submit a related Contributing Zone Plan to TCEQ for all construction plan submittals.

  Most of the District generally slopes in a southerly direction and is bisected by a small tributary of the North Fork San Gabriel River, conveying offsite flows through the site. This tributary constitutes roughly 22.5 acres of existing calculated non-FEMA floodplain on the site and will necessitate two main culvert/bridge crossings. The portion of the District that flows to the northeast includes the 1 acre of FEMA zone A floodplain and constitutes a tributary to Berry Creek. Water Quality best management practices will be used to meet both the TCEQ's 80% TSS removal requirements along with the City of Georgetown's 85% removal requirement. Detention will be provided to reduce developed flows to pre-developed conditions for the 2, 10, 25, and 100-yr storm events.

  Drainage improvements include trench excavation and embankment, trench safety, piping, manholes, junction boxes, inlets, headwalls, channels, and associated outflow structures, testing, related earthwork, and erosion controls.

- Parkland

  The improvements to the parkland include the construction of a 10' wide paved hike and bike trail built to ADA standards along with associated benches and lighting. There will also be a network of bench cut, natural surface trails woven throughout the parkland/floodplain area.

- Soft Costs

Costs related to designing, constructing, installing, and financing the PID Improvements, including land planning and design, City fees, engineering, soil testing, survey, construction management, legal fees, consultant fees, contingency, inspection fees, district formation costs, landscaping and other PID costs incurred and paid by the developer.

C. District Formation Expenses

Costs incurred creating the District, including attorney fees, consultant fees, and other fees and expenses related to formation of the District and the levy of Assessments.

D. Bond Issuance Costs

- *Debt Service Reserve Requirement*
  Equals the amount required to fund a reserve under the Indenture in connection with the issuance of PID Bonds, if issued. This amount may be updated or revised at the time of issuance if PID Bonds are issued.

- *Capitalized Interest*
  Equals the amount of capitalized interest available for payment of interest on PID Bonds, if issued, as reflected in the Indenture. This amount may be updated or revised at the time of issuance if PID Bonds are issued.

- *Underwriter's Discount*
  Equals a percentage of the par amount of a particular series of PID Bonds, if issued, and includes a fee for underwriter's counsel. This amount may be updated or revised at the time of issuance if PID Bonds are issued.

- *Cost of Issuance*
  Costs associated with issuing PID Bonds, if issued, including but not limited to attorney fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, City costs, fees charged by the Texas Attorney General, and any other cost or expense directly associated with the issuance of PID Bonds. This amount may be updated or revised at the time of issuance if PID Bonds are issued.

E. First Year Annual Collection Costs

Estimated cost of the 1st year Annual Collection Costs.

SECTION IV: SERVICE PLAN

The PID Act requires the Service Plan to cover a period of at least five years. The Service Plan is required to define the projected costs and annual indebtedness for the Authorized

Improvements undertaken within the District during the five-year period. The Service Plan must be reviewed and updated, at least annually, and approved by the City Council. **Exhibit D** summarizes the Service Plan for the District.

Exhibit E summarizes the sources and uses of funds required to construct the Authorized Improvements. The sources and uses of funds shown on **Exhibit E** shall be updated each year in the Annual Service Plan Update to reflect any budget revisions and Actual Costs.

SECTION V: ASSESSMENT PLAN

The PID Act requires the City to apportion the Actual Costs of the Authorized Improvements to the Assessed Property based on the special benefit received from the Authorized Improvements. The PID Act provides that such costs may be apportioned: (1) equally per front foot or square foot; (2) according to the value of property as determined by the City, with or without regard to improvements constructed on the property; or (3) in any other manner approved by the City that results in imposing equal shares of such costs on property similarly benefited. The PID Act further provides that the governing body may establish by ordinance or order reasonable classifications and formulas for the apportionment of the cost between the municipality and the area to be assessed and the methods of assessing the special benefits for various classes of improvements.

This section of this Service and Assessment Plan describes the special benefit received by each Assessed Property within the District as a result of the Authorized Improvements and provides the basis and justification for the determination that this special benefit exceeds the amount of the Assessments levied on the Assessed Property for such Authorized Improvements.

The determination by the City of the assessment methodologies set forth below is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on the Owners and all future owners and developers of the Assessed Property.

A. Assessment Methodology

The City Council, acting in its legislative capacity based on information provided by the Developer and its engineer and reviewed by the City staff and by third-party consultants retained by the City, has determined that the costs of the Authorized Improvements shall be allocated as follows:

- The Major Improvement Area Improvements are allocated entirely to the Major Improvement Area Assessed Property.
- Bond Issuance Costs and First Year Annual Collection Costs shall be allocated entirely to the Assessed Property securing the applicable series of PID Bonds.

When, and if, a Future Improvement Area is developed and the issuance of additional PID Bonds are contemplated, this Service and Assessment Plan will be amended to determine the assessment methodology necessary to apply equal shares of Actual Costs of Future Improvement Area Improvements on Assessed Property similarly benefited within that Future Improvement Area.

B. Assessments

Major Improvement Area Assessments will be levied on the Major Improvement Area Assessed Property as shown on the Major Improvement Area Assessment Roll, attached hereto as **Exhibit F**. The projected Major Improvement Area Annual Installments are shown on **Exhibit G**, subject to revisions made during any Annual Service Plan Update**.**

When, and if, a Future Improvement Area is developed and the levy of Assessments on a Future Improvement Area is contemplated, this Service and Assessment Plan will be amended to determine the Assessment and Annual Installment associated with the costs of Future Improvement Area Improvements on each Lot located within the Future Improvement Area. The Assessment shall not exceed the benefit received by the Assessed Property. Prior to the Trigger Date for the collection of Annual Installments for a given Future Improvement Area Parcel, the Annual Collection Costs shall be billed and collected in the same manner as Annual Installments in the amounts set forth in each Annual Service Plan Update. Following the Trigger Date for the collection of Annual Installments, the Annual Collection Costs shall be collected as part of and in the same manner as Annual Installments in the amounts shown on the Assessment Roll, which may be revised based on actual costs incurred in Annual Service Plan Updates.

C. Findings of Special Benefit

The City Council, acting in its legislative capacity based on information provided by the Developer and its engineer and reviewed by the City staff and by third-party consultants retained by the City, has found and determined:

- The cost of Major Improvement Area Authorized Improvements equals $20,950,323 as shown on **Exhibit C**; and
- The Major Improvement Area Assessed Property receives special benefit from Major Improvement Area Authorized Improvements equal to or greater than the Actual Costs of the Major Improvement Area Authorized Improvements; and
- Major Improvement Area Assessed Property will be allocated 100% of the Major Improvement Area Assessments levied on the Major Improvement Area Assessed Property for Major Improvement Area Authorized Improvements, which equal $20,895,000, as shown on the Major Improvement Area Assessment Roll attached hereto as **Exhibit F;** and

- The special benefit (≥$20,950,323) received by the Major Improvement Area Assessed Property from the Major Improvement Area Authorized Improvements is greater than or equal to the amount of the Major Improvement Area Assessments ($20,895,000) levied on the Major Improvement Area Assessed Property for the Major Improvement Area Authorized Improvements; and
- At the time the City Council approved the Assessment Ordinance, the Owners owned 100% of Major Improvement Area. In a Landowner Certificate, each Owner acknowledged that the Major Improvement Area Authorized Improvements confer a special benefit on Major Improvement Area Assessed Property and consented to the imposition of the Major Improvement Area Assessments to pay for the Actual Costs associated therewith. The Owners ratified, confirmed, accepted, agreed to, and approved (1) the determinations and findings by the City Council as to the special benefits described herein and in the Assessment Ordinance, (2) the Service and Assessment Plan and the Assessment Ordinance, and (3) the levying of the Major Improvement Area Assessments on the Major Improvement Area Assessed Property.

D. Annual Collection Costs

The Annual Collection Costs shall be paid for on a pro rata basis by each Assessed Property based on the amount of outstanding Assessment remaining on the Assessed Property. Prior to the Trigger Date for the collection of Annual Installments for a given Parcel, the Annual Collection Costs shall be billed and collected in the same manner as Annual Installments in the amounts set forth in each Annual Service Plan Update. Following the Trigger Date for the collection of Annual Installments, the Annual Collection Costs shall be collected as part of and in the same manner as Annual Installments in the amounts shown on the Assessment Roll, which may be revised based on actual costs incurred in Annual Service Plan Updates.

E. Additional Interest

The interest rate on Assessments securing PID Bonds may exceed the interest rate on the PID Bonds by the Additional Interest Rate. If applicable, Additional Interest shall be collected as part of each Annual Installment and shall be deposited pursuant to the applicable Indenture.

SECTION VI: TERMS OF THE ASSESSMENTS

A. Reallocation of Assessments

1. Upon Division Prior to Recording of Subdivision Plat

Upon the division of any Assessed Property (without the recording of subdivision plat), the Administrator shall reallocate the Assessment for the Assessed Property prior to the division among the newly divided Assessed Properties according to the following formula:

$A = B \times (C \div D)$

Where the terms have the following meanings:

A = the Assessment for the newly divided Assessed Property
B = the Assessment for the Assessed Property prior to division
C = the Estimated Buildout Value of the newly divided Assessed Property
D = the sum of the Estimated Buildout Value for all the newly divided Assessed Properties

The sum of the Assessments for all newly divided Assessed Properties shall equal the Assessment for the Assessed Property prior to subdivision. The calculation shall be made separately for each newly divided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in the next Annual Service Plan Update and approved by the City Council.

2. Upon Subdivision by a Recorded Subdivision Plat

Upon the subdivision of any Assessed Property based on a recorded subdivision plat, the Administrator shall reallocate the Assessment for the Assessed Property prior to the subdivision among the new subdivided Lots based on Estimated Buildout Value according to the following formula:

$A = [B \times (C \div D)]/E$

Where the terms have the following meanings:

A = the Assessment for the newly subdivided Lot
B = the Assessment for the Parcel prior to subdivision
C = the sum of the Estimated Buildout Value of all newly subdivided Lots with the same Lot Type
D = the sum of the Estimated Buildout Value for all the newly subdivided Lots excluding Non-Benefited Property
E= the number of Lots with the same Lot Type

Prior to the recording of a subdivision plat, the Owner shall provide the City an Estimated Buildout Value as of the date of the recorded subdivision plat for each Lot created by the recorded subdivision plat.

The sum of the Assessments for all newly subdivided Lots shall not exceed the Assessment for the portion of the Assessed Property subdivided prior to subdivision. The calculation shall be made separately for each newly subdivided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in the next Annual Service Plan Update and approved by the City Council.

3. Upon Consolidation

If two or more Lots or Parcels are consolidated, the Administrator shall allocate the Assessments against the Lots or Parcels before the consolidation to the consolidated Lot or Parcel, which allocation shall be approved by the City Council in the next Annual Service Plan Update.

The Assessment for any resulting Lot will not exceed the Maximum Assessment for the applicable Lot Type, and compliance may require a mandatory prepayment of Assessments pursuant to **Section VI.B**.

B. True-up of Assessments if Maximum Assessment Exceeded

Prior to the City approving a final subdivision plat, the Administrator will certify that such plat will not result in the Assessment per Lot for any Lot Type to exceed the Maximum Assessment. If the Administrator determines that the resulting Assessment per Lot for any Lot Type will exceed the Maximum Assessment, then (i) the Assessment applicable to each Lot Type exceeding the Maximum Assessment shall be reduced to the Maximum Assessment, and (ii) the person or entity filing the plat shall pay to the City the amount the Assessment was reduced, plus Prepayment Costs and Delinquent Collection Costs, prior to the City approving the final plat. The City's approval of a final subdivision plat without payment of such amounts does not eliminate the obligation of the person or entity filing the plat to pay the amounts referenced in (ii) in the immediately preceding sentence.

C. Mandatory Prepayment of Assessments

If Assessed Property is transferred to a person or entity that is exempt from payment of the Assessments, the owner transferring the Assessed Property shall pay to the City or the Administrator on behalf of the City the full amount of the outstanding Assessment, plus Prepayment Costs and Delinquent Collection Costs, if any, for such Assessed Property, prior to the transfer. If the owner of the Assessed Property causes the Assessed Property to become Non-Benefited Property, the owner causing the change in status shall pay the full amount of the outstanding Assessment, plus Prepayment Costs and Delinquent Collection Costs, if any, prior to the change in status.

D. Reduction of Assessments

If as a result of cost savings or Authorized Improvements not being constructed, the Actual Costs of completed Authorized Improvements are less than the Assessments, (i) in the event PID Bonds are not issued, the City Council shall reduce each Assessment on a pro-rata basis such that the sum of the resulting reduced Assessments for all Assessed Property equals the reduced Actual Costs, or (ii) in the event PID Bonds are issued, the Trustee shall apply amounts on deposit in the applicable account of the project fund, relating to the PID Bonds, that are not expected to be used for purposes of the project fund to redeem outstanding PID Bonds, in accordance with the applicable Indenture. The Assessments shall not, however, be reduced to an amount less than the outstanding PID Bonds.

The Administrator shall update (and submit to the City Council for review and approval as part of the next Annual Service Plan Update) the Assessment Roll and corresponding Annual Installments to reflect the reduced Assessments.

E. Prepayment of Assessments

The owner of any Assessed Property may pay, at any time, all or any part of an Assessment in accordance with the PID Act. If PID Bonds are issued, interest costs from the date of prepayment to the date of redemption of the applicable PID Bonds, if any, may be paid from a reserve established under the applicable Indenture. If an Annual Installment has been billed prior to the Prepayment, the Annual Installment shall be due and payable and shall be credited against the Prepayment.

If an Assessment is pre-paid in full, with Prepayment Costs: (1) the Administrator shall cause the Assessment to be reduced to zero and the Assessment Roll to be revised accordingly; (2) the Administrator shall cause the revised Assessment Roll to be approved by the City Council as part of the next Annual Service Plan Update; (3) the obligation to pay the Assessment and corresponding Annual Installments shall terminate; and (4) the City shall provide the owner with a recordable "Notice of PID Assessment Termination," a form of which is attached as **Exhibit K**.

If an Assessment is pre-paid in part, with Prepayment Costs: (1) the Administrator shall cause the Assessment to be reduced and the Assessment Roll revised accordingly; (2) the Administrator shall cause the revised Assessment Roll to be approved by the City Council as part of the next Annual Service Plan Update; and (3) the obligation to pay the Assessment and corresponding Annual Installments shall be reduced to the extent of the Prepayment made.

F. Prepayment as a result of Eminent Domain Proceeding or Taking

Subject to applicable law, if any portion of any Parcel of Assessed Property is taken from an owner as a result of eminent domain proceedings or if a transfer of any portion of any Parcel of Assessed Property is made to an entity with the authority to condemn all or a portion of the Assessed

Property in lieu of or as a part of an eminent domain proceeding (a "**Taking**"), the portion of the Assessed Property that was taken or transferred (the "**Taken Property**") shall be reclassified as Non-Benefited Property.

For the Assessed Property that is subject to the Taking as described in the preceding paragraph, the Assessment that was levied against the Assessed Property (when it was included in the Taken Property) prior to the Taking shall remain in force against the remaining Assessed Property (the Assessed Property less the Taken Property,) (the "**Remaining Property**"), following the reclassification of the Taken Property as Non-Benefited Property, subject to an adjustment of the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. The owner of the Remaining Property will remain liable to pay in Annual Installments, or payable as otherwise provided by this Service and Assessment Plan, as updated, or the PID Act, the Assessment that remains due on the Remaining Property, subject to an adjustment in the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. Notwithstanding the foregoing, if the Assessment that remains due on the Remaining Property exceeds the Maximum Assessment, the owner of the Remaining Property will be required to make a Prepayment in an amount necessary to ensure that the Assessment against the Remaining Property does not exceed the Maximum Assessment, in which case the Assessment applicable to the Remaining Property will be reduced by the amount of the partial Prepayment. If the City receives all or a portion of the eminent domain proceeds (or payment made in an agreed sale in lieu of condemnation), such amount shall be credited against the amount of prepayment, with any remainder credited against the assessment on the Remaining Property.

In all instances the Assessment remaining on the Remaining Property shall not exceed the Maximum Assessment.

By way of illustration, if an owner owns 100 acres of Assessed Property subject to a $100 Assessment and 10 acres is taken through a Taking, the 10 acres of Taken Property shall be reclassified as Non-Benefited Property and the remaining 90 acres of Remaining Property shall be subject to the $100 Assessment, (provided that this $100 Assessment does not exceed the Maximum Assessment on the Remaining Property). If the Administrator determines that the $100 Assessment reallocated to the Remaining Property would exceed the Maximum Assessment on the Remaining Property by $10, then the owner shall be required to pay $10 as a Prepayment of the Assessment against the Remaining Property and the Assessment on the Remaining Property shall be adjusted to be $90.

Notwithstanding the previous paragraphs in this subsection (F), if the owner of the Taken Property notifies the City and the Administrator that the Taking prevents the Remaining Property from being developed for any use which could support the Estimated Buildout Value

requirement, the owner shall, upon receipt of the compensation for the Taken Property, be required to prepay the amount of the Assessment required to buy down the outstanding Assessment to the Maximum Assessment on the Remaining Property to support the Estimated Buildout Value requirement. Said owner will remain liable to pay the Annual Installments on both the Taken Property and the Remaining Property until such time that such Assessment has been prepaid in full.

Notwithstanding the previous paragraphs in this subsection (F), the Assessments shall not, however, be reduced to an amount less than the outstanding PID Bonds, if issued.

G. Payment of Assessment in Annual Installments

Assessments that are not paid in full shall be due and payable in Annual Installments. In no case will the Assessment for any Lot Type exceed the Maximum Assessment. Annual Installments are subject to adjustment in each Annual Service Plan Update.

The Administrator shall prepare and submit to the City Council for its review and approval an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include updated Assessment Rolls and updated calculations of Annual Installments. Annual Collection Costs shall be allocated pro rata among Assessed Properties for which the Assessments remain unpaid in proportion to the amount of the Annual Installments for the Assessed Property. Annual Installments shall be collected by the City in the same manner and at the same time as ad valorem taxes. Annual Installments shall be subject to the penalties, procedures, and foreclosure sale in case of delinquencies as set forth in the PID Act and in the same manner as ad valorem taxes for the City. The City Council may provide for other means of collecting Annual Installments. Assessments shall have the lien priority specified in the PID Act. For billing purposes only, until a plat has been recorded within the District, the Annual Installment will be billed to each property ID within the District based on the Williamson Central Appraisal District acreage.

Sales of the Assessed Property for nonpayment of Annual Installments shall be subject to the lien for the remaining unpaid Annual Installments against the Assessed Property, and the Assessed Property may again be sold at a judicial foreclosure sale if the purchaser fails to timely pay the Annual Installments as they become due and payable.

The City reserves the right to refund PID Bonds, if issued, in accordance with the PID Act, if such bonds are issued. In the event of a refunding, the Administrator shall recalculate the Annual Installments so that total Annual Installments will be sufficient to pay the refunding bonds, and the refunding bonds shall constitute “PID Bonds.”

Each Annual Installment of an Assessment, including interest on the unpaid principal of the Assessment, shall be updated annually. Each Annual Installment shall be due when billed and

shall be delinquent if not paid prior to February 1 of the following year. Failure of an owner of Assessed Property to receive an invoice for an Annual Installment on the property tax bill or otherwise shall not relieve the owner of Assessed Property of the obligation to pay the Assessment. Assessments, or Annual Installments thereof, that are delinquent shall incur Delinquent Collection Costs.

SECTION VII: ASSESSMENT ROLL

The Major Improvement Area Assessment Roll is attached as **Exhibit F**. The Administrator shall prepare and submit to the City Council for review and approval, proposed revisions to the Assessment Roll and Annual Installments for each Parcel within the Assessed Property as part of each Annual Service Plan Update.

SECTION VIII: ADDITIONAL PROVISIONS

A. Calculation Errors

If the owner of an Assessed Property claims that an error has been made in any calculation required by this Service and Assessment Plan, including, but not limited to, any calculation made as part of any Annual Service Plan Update, the sole and exclusive remedy of the owner of Assessed Property shall be to submit a written notice of error to the Administrator by December 1st of each year following City Council approval of the calculation; otherwise, the owner shall be deemed to have unconditionally approved and accepted the calculation. Upon receipt of a written notice of error from an owner the Administrator shall provide a written response to the City Council and the owner within 30 days of such referral. The City Council shall consider the owner's notice of error and the Administrator's response at a public meeting, and within 30 days after adjourning such meeting, the City Council shall make a final determination as to whether an error has been made. If the City Council determines that an error has been made, the City Council shall take such corrective action as is authorized by the PID Act, this Service and Assessment Plan, the applicable Assessment Ordinance, or the applicable Indenture, or is otherwise authorized by the discretionary power of the City Council. The determination by the City Council as to whether an error has been made, and any corrective action taken by the City Council, shall be final and binding on the owner and the Administrator.

B. Amendments

Amendments to this Service and Assessment Plan must be made by the City Council in accordance with the PID Act. To the extent permitted by the PID Act, this Service and Assessment Plan may be amended without notice to owners of the Assessed Property: (1) to correct mistakes and clerical errors; (2) to clarify ambiguities; and (3) to provide procedures to collect

Assessments, Annual Installments, and other charges imposed by this Service and Assessment Plan.

C. Administration and Interpretation

The Administrator shall: (1) perform the obligations of the Administrator as set forth in this Service and Assessment Plan; (2) administer the District for and on behalf of and at the direction of the City Council; and (3) interpret the provisions of this Service and Assessment Plan. Interpretations of this Service and Assessment Plan by the Administrator shall be in writing and shall be appealable to the City Council by owners of Assessed Property adversely affected by the interpretation. Appeals shall be decided by the City Council after providing an opportunity for all interested parties to be heard at a public meeting of the City Council. Decisions by the City Council shall be final and binding on the owners and developers and their successors and assigns.

D. Severability

If any provision of this Service and Assessment Plan is determined by a governmental agency or court to be unenforceable, the unenforceable provision shall be deleted and, to the maximum extent possible, shall be rewritten to be enforceable. Every effort shall be made to enforce the remaining provisions.

E. Form of Buyer Disclosure

Per Section 5.014 of the Texas Property Code, as amended, this Service and Assessment Plan, and any future Annual Service Plan Updates, shall include a form of the buyer disclosures for the District. The buyer disclosures are attached hereto as **Exhibit L**. Within seven days of approval by the City Council, the City shall file and record in the real property records of the County the executed ordinance approving this Service and Assessment Plan, or any future Annual Service Plan Updates. The executed ordinance, including any attachments, approving this Service and Assessment Plan or any future Annual Service Plan Updates shall be filed and recorded in its entirety.

LIST OF EXHIBITS

Exhibit A District/ Major Improvement Area Legal Description

Exhibit B District/ Major Improvement Area Boundary Map

Exhibit C Authorized Improvements

Exhibit D Service Plan – Five Year Plan

Exhibit E Service Plan – Sources and Uses

Exhibit F Major Improvement Area Assessment Roll

Exhibit G Major Improvement Area Annual Installments

Exhibit H District Estimated Buildout Value

Exhibit I Map of Authorized Improvements

Exhibit J Lot Type Classification Map

Exhibit K Notice of PID Assessment Termination

Exhibit L Buyer Disclosures

LIST OF APPENDICIES

Appendix A Engineer's Report

EXHIBIT A – DISTRICT/MAJOR IMPROVEMENT AREA LEGAL DESCRIPTION

EARLY LAND SURVEYING, LLC
P.O. Box 92588, Austin, TX 78709
512-202-8631
earlysurveying.com
TBPELS Firm No. 10194487

361.943 ACRES
WILLIAMSON COUNTY, TEXAS

A DESCRIPTION OF 361.943 ACRES (APPROXIMATELY 15,766,246 SQ. FT.) IN THE CHARLES H. DELANEY SURVEY NO.11, ABSTRACT NO. 181 IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF A 362.01 ACRE TRACT CONVEYED TO GVM III, LLC IN A SPECIAL WARRANTY DEED DATED JANUARY 30, 2019 AND RECORDED IN DOCUMENT NO. 2019009671 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 361.943 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar found in the north right-of-way line of Ronald Reagan Boulevard (right-of-way width varies) as described in Document No. 2006073735 of the Official Public Records of Williamson County, Texas, being the southernmost southeast corner of the said 362.01 acre tract, being also the southwest corner of Lot 5, Block F, Wade Crossing Phase 1, a subdivision recorded in Cabinet T, Slide 61 of the Plat Records of Williamson County, Texas;

THENCE with the north right-of-way line of Ronald Reagan Boulevard and the south line of the said 362.01 acre tract, the following thirteen (13) courses and distances:

1. South 64°21'56" West, a distance of 61.85 feet to a 1/2" rebar with "RPLS 5784" cap found;
2. With a curve to the left, having a radius of 8650.00 feet, a delta angle of 04°26'04", an arc length of 669.48 feet, and a chord which bears South 62°20'34" West, a distance of 669.31 feet to a 1/2" rebar with "PBSJ" cap found;
3. North 30°06'18" West, a distance of 9.99 feet to a 1/2" rebar with "PBSJ" cap found;
4. With a curve to the left, having a radius of 8670.00 feet, a delta angle of 01°28'05", an arc length of 222.14 feet, and a chord which bears South 59°23'20" West, a distance of 222.14 feet to a 1/2" rebar with "RPLS 5784" cap found;
5. South 58°39'00" West, a distance of 254.37 feet to a 1/2" rebar with "PBSJ" cap found;

6. North 31°40'32" West, a distance of 9.94 feet to a 1/2" rebar with "PBSJ" cap found;
7. South 58°39'01" West, a distance of 1518.07 feet to a 1/2" rebar with "PBSJ" cap found;
8. South 31°34'30" East, a distance of 20.03 feet to a 1/2" rebar with "PBSJ" cap found;
9. South 58°39'20" West, a distance of 1706.47 feet to a 1/2" rebar with "PBSJ" cap found;
10. North 32°01'03" West, a distance of 9.97 feet to a 1/2" rebar with "PBSJ" cap found;
11. South 58°40'41" West, a distance of 382.01 feet to a 1/2" rebar with "PBSJ" cap found;
12. South 31°19'19" East, a distance of 10.14 feet a cotton spindle "Early Boundary" washer set;
13. South 58°40'41" West, a distance of 42.16 feet to a 1/2" rebar with "PBSJ" cap found for the southwest corner of said 362.01 acre tract, being the southeast corner of a 523.521 acre tract described in Document No. 2022010857 of the Official Public Records of Williamson County, Texas;

THENCE with the west line of said 362.01 acre tract and the east line of said 523.521 acre tract, the following six (6) courses and distances:

1. North 20°51'09" West, a distance of 1031.61 feet to a 1/2" rebar found in the west side of a live oak tree;
2. North 27°20'27" West, a distance of 238.87 feet to a 1/2" rebar with illegible cap found;
3. North 20°43'00" West, a distance of 451.23 feet to a 1/2" rebar with illegible cap found;
4. North 20°44'15" West, a distance of 766.10 feet to a 1/2" rebar with illegible cap found;
5. North 64°38'15" East, a distance of 15.94 feet to 1/2" rebar found;
6. North 21°03'54" West, a distance of 2128.29 feet to a 1/2" rebar with "RPLS 5784" cap found for the northwest corner of said 362.01 acre tract;

THENCE North 68°43'41" East, with the north line of the 362.01 acre tract and the south line of the 523.521 acre tract, passing a 1/2" rebar with "Bury" cap found at a distance of 729.11 feet and continuing for a total distance of 3065.64 feet to a 1/2" rebar found in the southwest right-of-way line of County Road 248, being the northeast corner of the said 362.01 acre tract, being the easternmost corner of the said 523.521 acre tract;

THENCE with the west right-of-way line of County Road 248 and the east line of the said 362.01 acre tract, the following five (5) courses and distances:

1. South 64°44'40" East, a distance of 923.60 feet to a 1/2" rebar found;
2. South 40°32'58" East, a distance of 91.06 feet to a 1/2" rebar found;
3. South 15°30'30" East, a distance of 728.47 feet to a 6" x 6" square metal fence post;
4. South 38°36'41" East, a distance of 440.03 feet to a 1/2" rebar found;
5. South 60°43'49" East, a distance of 359.07 feet to a 1/2" rebar in concrete found for a southeast corner of the said 362.01 acre tract, being an angle point in the north line of Lot 36, Block F, of said Wade Crossing Phase 1, from which a 1/2" rebar found for angle point in the south right-of-way line of County Road 248, being the northeast corner of Lot 36, bears North 14°44'57" East, a distance of 21.45 feet;

THENCE with the common line of the said 362.01 acre tract, said Wade Crossing Phase 1 and Wade Crossing Phase II, a subdivision recorded in Cabinet V, Slide 227 of the Plat Records of Williamson County, Texas, the following ten (10) courses and distances:

1. South 68°42'08" West, a distance of 700.14 feet to a 1/2" rebar with "Diamond" cap found for the northwest corner of said Lot 36, Block F, of said Wade Crossing Phase 1;
2. South 21°17'04" East, a distance of 160.18 feet to a 1/2" rebar found for the southwest corner of said Lot 36, being the northwest corner of Lot 32, Block F, of said Wade Crossing Phase II;
3. South 21°02'35" East, a distance of 157.37 feet to a 1/2" rebar with illegible cap found for the northwest corner of Lot 31, Block F, of said Wade Crossing Phase II;
4. South 21°13'20" East, a distance of 231.14 feet to a 1/2" rebar with illegible cap found for the southwest corner of said Lot 31, being the northwest corner of Lot 30, Block F, of said of said Wade Crossing Phase II;

5. South 21°10'18" East, a distance of 244.21 feet to a 1/2" rebar with illegible cap found for the southwest corner of said Lot 30, being the northwest corner of Lot 29, Block F, of said Wade Crossing Phase II;

6. South 21°13'23" East, a distance of 296.63 feet to a 1/2" rebar with illegible cap found for the southwest corner of said Lot 29;

7. South 21°15'05" East, a distance of 130.36 feet to a mag nail in concrete found for the southwest corner of Lot 28, Block F, of said Wade Crossing Phase II, from which a 1/2" rebar found, bears North 13°10'21" East, a distance of 0.72 feet;

8. North 69°15'03" East, a distance of 249.83 feet to a 1/2" rebar with illegible cap found for the southeast corner of said Lot 28, being the southwest corner of Lot 27, Block F, of said Wade Crossing Phase II;

9. North 69°12'00" East, a distance of 1231.49 feet to a 1/2" rebar found for the southeast corner of Lot 9, Block F, of said Wade Crossing Phase II;

10. South 17°40'36" East, a distance of 407.67 feet to the **POINT OF BEGINNING**, containing an area of 361.943 acres, more or less.

Surveyed on the ground on March 30, 2023

Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, utilizing the SmartNet North America Network.

Attachments: Survey Drawing No. 1093-002-BASE

3/31/23

Joe Ben Early, Jr. Date
Registered Professional Land Surveyor
State of Texas No. 6016



EARLY LAND SURVEYING, LLC
P.O. Box 92588, Austin, TX 78709
512-202-8631
earlysurveying.com
TBPELS Firm No. 10194487

112.041 ACRES
WILLIAMSON COUNTY, TEXAS

A DESCRIPTION OF 112.041 ACRES (APPROXIMATELY 4,880,523 SQ. FT.) IN THE C.H. DELANEY SURVEY NO. 11, ABSTRACT NO. 181 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 5, M.C. HAMILTON'S SUBDIVISION, A SUBDIVISION OF RECORD IN VOLUME 27, PAGE 137 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 113.5 ACRE TRACT CONVEYED TO EMZIE FISHER IN A DEED DATED APRIL 11, 1979 AND RECORDED IN VOLUME 756, PAGE 287 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAVE AND EXCEPT A 10,000 SQ. FT. TRACT DESCRIBED IN A MEMORANDUM OF PCS SITE AGREEMENT DATED APRIL 26, 2001, AND RECORDED IN DOCUMENT NO. 2001040420 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND AMENDED IN DOCUMENT NO. 2017027880 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 112.041 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a concrete highway monument found for a point of tangency in the west right-of-way line of Ranch Road 2338 (variable width right-of-way) as described in Volume 416, Page 60 of the Deed Records of Williamson County, Texas, and shown on TXDOT right-of-way strip map CSJ 2211-01-001, being in the south line of said 113.5 acre tract, same being the south line of said Lot 5, being also in the north line of a 50 acre tract described in Volume 353, Page 94 of the Deed Records of Williamson County, Texas;

THENCE South 69°10'58" West, with the south line of said 113.5 acre tract, same being the south line of said Lot 5, also being the north line of said 50 acre tract, a distance of 374.52 feet to a 1/2" rebar with "Steger Bizzell" cap found for the northernmost northeast corner of Lot 1, G.I.S.D. West Side, a subdivision of record in Document No. 2018043822 of the Official Public Records of Williamson County, Texas;

THENCE South 69°08'50" West, with the south line of said 113.5 acre tract, same being the south line of said Lot 5, also being the north line of said Lot 1, a distance of 1407.11 feet to a 1/2" rebar found;

THENCE South 69°20'01" West, continuing with the south line of said 113.5 acre tract, same being the south line of said Lot 5, also being the north line of said Lot 1, passing

at a distance of 1659.17 feet a 1/2" rebar with "Steger Bizzell" cap found in the east right-of-way line of County Road 248 (right-of-way width varies), being the northwest corner of said Lot 1, also being the northeast corner of a 1.43 acre right-of-way dedication shown on said G.I.S.D. West Side subdivision, passing at an additional distance of 23.47 feet a 1/2" rebar with "Steger Bizzell" cap found for the northwest corner of said 1.43 acre right-of-way dedication and continuing, in all, a total distance of 1730.44 feet to a calculated point in the center of the existing pavement of County Road 248;

THENCE with the centerline of the existing pavement of County Road 248, as approximated by the following courses and distances:

1. North 65°57'11" West, a distance of 456.27 feet to a calculated point;
2. North 67°52'24" West, a distance of 1147.05 feet to a calculated point;
3. North 60°21'36" West, a distance of 78.43 feet to a calculated point for the northwest corner of said 113.5 acre tract, being in the north line of said Lot 5;

THENCE North 68°39'29" East, with the north line of said 113.5 acre tract, same being the north line of said Lot 5, a distance of 45.32 feet to a bent 1/2" rebar found in the east right-of-way line of County Road 248, being the southeast corner of a right-of-way dedication shown on West Ridge Subdivision Section One, a subdivision of record in Cabinet P, Slide 358 of the Plat Records of Williamson County, Texas, also being the southwest corner of Block B of said West Ridge Subdivision Section One;

THENCE North 68°39'29" East, with the north line of said 113.5 acre tract, same being the north line of said Lot 5, and the south line of said Block B, West Ridge Subdivision Section One, and Block B, West Ridge Subdivision Section Two, a subdivision of record in Cabinet Q, Slide 82, of the Plat Records of Williamson County, Texas, and Block B, West Ridge Subdivision Section Three, a subdivision of record in Cabinet Q, Slide 84, of the Plat Records of Williamson County, Texas, and Block B, West Ridge Subdivision Section Four, a subdivision of record in Cabinet Q, Slide 311, of the Plat Records of Williamson County, Texas, a distance of 4632.80 feet to a calculated point for an angle point in the west right-of-way line of Ranch Road 2338, being the southwest corner of a 20' right-of-way dedication shown on said West Ridge Subdivision Section Four;

THENCE North 68°39'29" East, with the right-of-way line of Ranch Road 2338 and the north line of said 113.5 acre tract, same being the north line of said Lot 5, passing at a distance of 18.99 feet to 1/2" rebar found, and continuing, in all, a total distance of 20.00 feet to a calculated point for an angle point in the west right-of-way line of Ranch Road 2338, from which:

- a concrete highway monument found for a point of tangency in the west right-of way line of Ranch Road 2338, bears North 22°14'26" West, a distance of 1814.24 feet,

- a concrete highway monument found in the east right-of-way line of Ranch Road 2338, bears North 22°14'26" West, a distance of 63.67 feet, and North 67°45'34" East, a distance of 80.00 feet;

THENCE crossing said 113.5 acre tract with the west right-of-way line of Ranch Road 2338, the following courses and distances:

1. South 22°14'26" East, a distance of 962.43 feet to a calculated point for a point of curvature, from which a disturbed concrete highway monument found, bears South 67°45'34" West, a distance of 1.30 feet;

2. With a curve to the right, having a radius of 11419.16 feet, a delta angle of 01°14'47", an arc length of 248.41 feet, and a chord which bears South 21°33'43" East, a distance of 248.40 feet to the **POINT OF BEGINNING**, containing an area of 112.271 acres, for a net acreage of 112.041 acres of land, more or less, *of which approximately 1.375 acres lies between the fence and the center of the existing pavement of County Road 248.*

SAVE AND EXCEPT TRACT

A DESCRIPTION OF 10,000 SQ. FT. IN THE C.H. DELANEY SURVEY NO. 11, ABSTRACT NO. 181 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 5, M.C. HAMILTON'S SUBDIVISION, A SUBDIVISION OF RECORD IN VOLUME 27, PAGE 137 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 113.5 ACRE TRACT CONVEYED TO EMZIE FISHER IN A DEED DATED APRIL 11, 1979 AND RECORDED IN VOLUME 756, PAGE 287 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS AND BEING ALL OF A 10,000 SQ. FT. TRACT DESCRIBED IN A MEMORANDUM OF PCS SITE AGREEMENT DATED APRIL 26, 2001, AND RECORDED IN DOCUMENT NO. 2001040420 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND AMENDED IN DOCUMENT NO. 2017027880 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 10,000 SQ. FT. MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a bent 1/2" rebar found in the east right-of-way line of County Road 248, being the southeast corner of a right-of-way dedication shown on West Ridge Subdivision Section One, a subdivision of record in Cabinet P, Slide 358 of the Plat Records of Williamson County, Texas, being the southwest corner of Lot 4, Block B of the said West Ridge Subdivision Section One, being also in the north line of the said 113.5 acre tract;

THENCE South 67°22'36" East, crossing the said 113.5 acre tract, a distance of 1307.76 feet to a 5/8" rebar with "Cobb Fendley Associates" cap found for **THE POINT OF BEGINNING**, being the apparent west corner of the said 10,000 sq. ft. tract;

- a concrete highway monument found in the east right-of-way line of Ranch Road 2338, bears North 22°14'26" West, a distance of 63.67 feet, and North 67°45'34" East, a distance of 80.00 feet;

THENCE crossing said 113.5 acre tract with the west right-of-way line of Ranch Road 2338, the following courses and distances:

1. South 22°14'26" East, a distance of 962.43 feet to a calculated point for a point of curvature, from which a disturbed concrete highway monument found, bears South 67°45'34" West, a distance of 1.30 feet;

2. With a curve to the right, having a radius of 11419.16 feet, a delta angle of 01°14'47", an arc length of 248.41 feet, and a chord which bears South 21°33'43" East, a distance of 248.40 feet to the **POINT OF BEGINNING**, containing an area of 112.271 acres, for a net acreage of 112.041 acres of land, more or less, *of which approximately 1.375 acres lies between the fence and the center of the existing pavement of County Road 248.*

SAVE AND EXCEPT TRACT

A DESCRIPTION OF 10,000 SQ. FT. IN THE C.H. DELANEY SURVEY NO. 11, ABSTRACT NO. 181 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 5, M.C. HAMILTON'S SUBDIVISION, A SUBDIVISION OF RECORD IN VOLUME 27, PAGE 137 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 113.5 ACRE TRACT CONVEYED TO EMZIE FISHER IN A DEED DATED APRIL 11, 1979 AND RECORDED IN VOLUME 756, PAGE 287 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS AND BEING ALL OF A 10,000 SQ. FT. TRACT DESCRIBED IN A MEMORANDUM OF PCS SITE AGREEMENT DATED APRIL 26, 2001, AND RECORDED IN DOCUMENT NO. 2001040420 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND AMENDED IN DOCUMENT NO. 2017027880 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 10,000 SQ. FT. MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a bent 1/2" rebar found in the east right-of-way line of County Road 248, being the southeast corner of a right-of-way dedication shown on West Ridge Subdivision Section One, a subdivision of record in Cabinet P, Slide 358 of the Plat Records of Williamson County, Texas, being the southwest corner of Lot 4, Block B of the said West Ridge Subdivision Section One, being also in the north line of the said 113.5 acre tract;

THENCE South 67°22'36" East, crossing the said 113.5 acre tract, a distance of 1307.76 feet to a 5/8" rebar with "Cobb Fendley Associates" cap found for **THE POINT OF BEGINNING**, being the apparent west corner of the said 10,000 sq. ft. tract;

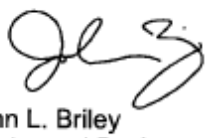
THENCE continuing across the said 113.5 acre tract with the apparent perimeter of the said 10,000 sq. ft. tract, the following courses and distances:

1. North 22°37'24" East, a distance of 100.00 feet to a calculated point;
2. South 67°22'36" East, a distance of 100.00 feet to a 5/8" rebar with "Cobb Fendley Associates" cap found;
3. South 22°37'24" West, a distance of 100.00 feet to a calculated point, from which a 1/2" rebar with "Steger Bizzell" cap found in the east right-of-way line of County Road 248 (right-of-way width varies), being the northwest corner of Lot 1, G.I.S.D. West Side, a subdivision of record in Document No. 2018043822 of the Official Public Records of Williamson County, Texas, being the northeast corner of a 1.43 acre right-of-way dedication shown on the said G.I.S.D. West Side subdivision, also being in the south line of the said 113.5 acre tract bears, South 68°38'13" East, a distance of 292.54 feet;
4. North 67°22'36" West, a distance of 100.00 feet the **POINT OF BEGINNING**, containing 10,000 sq. ft., more or less.

Surveyed on the ground on December 30, 2024.

Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, utilizing the SmartNet North America Network.

Attachments: Survey Drawing No. 1093-002-BASE-125 AC



01/02/2025
Date

John L. Briley
Registered Professional Land Surveyor
State of Texas No. 7070



GISD Property
[See next 8 pages]

BEING 98.38 acres of land, situated in the Charles H. Delaney Survey, Abstract No. 181, in Williamson County, Texas, said land being a portion of that certain tract of land, called 132.42 acres, as conveyed to Willrae Partners I, Ltd. by deed recorded as Document No. 2004067447 of the Official Records of Williamson County, Texas. Surveyed on the ground in the month of December, 2005, under the supervision of Brian F. Peterson, Registered Professional Land Surveyor, and being more particularly described as follows;

BEGINNING at an iron pin found on the west line of Farm to Market Highway No. 2338, marking the most easterly Northeast corner of the above-referenced Willrae Partners I, Ltd. tract, being the occupied Southeast corner of that certain tract of land, called 50 acres, as conveyed to Emzie Lee Fisher and wife, Elzora Fisher, by deed as recorded in Volume 353, Page 94, of the Deed Records of Williamson County, Texas, for the most easterly Northeast corner hereof;

THENCE, along the said west line of F.M. Highway No. 2338, being an easterly line of the said Willrae Partners I, Ltd. tract, S 20° 59' 45" E, 140.01 feet to an iron pin set for the most northerly Southeast corner hereof;

THENCE, S 69° 36' 15" W, 565.00 feet to an iron pin set for an interior corner hereof;

THENCE, S 24° 18' 15" W, 260.32 feet to an iron pin set for an interior corner hereof;

THENCE, S 20° 59' 45" E, 815.00 feet to an iron pin set; and S 25° 10' 15" E, 944.38 feet to an iron pin set on the north line of County Road No. 248, being the south line of the said Willrae Partners I, Ltd. tract, for the most southerly Southeast corner hereof;

THENCE, along the north and east line of County Road No. 248, being the south and west line of the said Willrae Partners I, Ltd. tract, as follows; N 86° 19' 30" W, 26.23 feet to an iron pin found; N 82° 15' 30" W, 120.16 feet to an iron pin found; N 69° 37' 30" W, 134.82 feet, to an iron pin found; N 65° 08' W, 230.89 feet to an iron pin found; N 68° 34' W, 207.37 feet to an iron pin found at a 10" Hackberry; N 72° 09' 30" W, 270.16 feet to an iron pin found at an 8" Hackberry; N 82° 40' 45" W, 414.51 feet to an iron pin found; N 87° 18' 30" W, 789.19 feet to an iron pin found at a 4" Live Oak; N 77° 36' W, 53.97 feet to an iron pin found; N 63° 23' 15" W, 279.77 feet to an iron pin found; N 51° 54' 15" W, 77.46 feet to an iron pin found; N 38° 08' 30" W, 259.64 feet to an iron pin found at an 8" Live Oak; N 31° 52' 15" W, 64.78 feet to an iron pin found; N 19° 53' W, 223.39 feet to an iron pin found; N 12° 48' 45" W, 198.09 feet to an iron pin found at an 8" Live Oak; N 15° 03' 15" W, 314.92 feet to an iron pin found; N 33° 51' 15" W, 73.71 feet to an iron pin found; N 44° 52' W, 48.30 feet to an iron pin found; N 57° 54' 30" W, 66.91 feet to an iron pin found; N 64° 39' W, 447.55 feet to an iron pin found and N 65° 09' W, 371.07 feet to an iron pin found for the Northwest corner of the said Willrae Partners I, Ltd. tract, being the Southwest corner of that certain tract of land, called 113.50 acres, as conveyed to Emzie Lee Fisher by deed as recorded in Volume 756, Page 287, of the Deed Records of Williamson County, Texas, for the Northwest corner hereof;

Page 1 of 8

THENCE, along the south line of the said 113.50 acre Fisher tract, N 69° 20' E, 1,682.59 feet to an iron pin found marking the most northerly Northeast corner of the said Willrae Partners I, Ltd. tract, for the most northerly Northeast corner hereof;

THENCE, with a fence, along an easterly line of the said Willrae Partners I, Ltd. tract, being the west line of the said 50 acre Fisher tract, as follows; S 14° 54' 15" E, 295.09 feet to a 40d nail found; S 14° 07' 45" E, 185.57 feet to a 40d nail found at a railroad tie post; S 18° 39' 15" E, 80.97 feet to a 40d nail found; S 20° 00' 45" E, 64.09 feet to a 40d nail found; S 21° 35' 45" E, 106.19 feet to a 40d nail found at a 32" Live Oak; S 20° 29' E, 280.39 feet to a 40d nail found and S 20° 59' 45" E, 141.06 feet to an iron pin found marking an interior corner of the said Willrae Partners I, Ltd. tract, being the Southwest corner of the said 50 acre Fisher tract, for an interior corner hereof;

THENCE, N 69° 36' 15" E, 1,841.06 feet to the Place of BEGINNING and containing 98.38 acres of land.

DESCRIPTION OF 1.63 ACRES OF LAND

DESCRIPTION OF A 1.63 ACRE TRACT OF LAND LOCATED IN THE CHARLES H. DULANEY SURVEY NO. 2, ABSTRACT NO. 181, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN CALLED 34.124 ACRE TRACT OF LAND CONVEYED TO TROOP DURGIN WRIGHT PROPERTIES, LP, BY WARRANTY DEED OF RECORD IN DOCUMENT NUMBER 2016000533, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (OPR), SAID 1.63 ACRE TRACT OF LAND BEING SURVEYED ON THE GROUND IN JANUARY, 2023, UNDER THE DIRECT SUPERVISION OF PATRICK J. STEVENS, RPLS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2-inch iron set with cap stamped "STEGER BIZZELL" set in the east boundary line of said 34.124 acre tract, and in the west right of way of Ranch Road 2338, a right of way of variable width of record in Volume 416, Page 60, of the deed records of Williamson County, Texas (DR), for the southeast corner and **POINT OF BEGINNING** of the herein described tract, from which a 1/2-inch iron rod with cap stamped "PBS&J" found in the west line of said Ranch Road 2338 for an easterly corner of said 34.124 acre tract lies South 20°59'34" East, a distance of 158.26 feet;

THENCE, over and across said 34.124 acre tract, North 66°02'25" West, a distance of 35.33 feet to a 1/2-inch iron set with cap stamped "STEGER BIZZELL", and South 69°58'39" West, a distance of 724.89 feet to a cotton spindle set with washer stamped "STEGER BIZZELL" in the east boundary line of that certain called 98.38 acre tract of land conveyed to Georgetown Independent School District by Warranty Deed of record in Document Number 2006075903, OPR, for the southwest corner of the herein described tract, from which a 1/2-inch iron set with cap stamped "STEGER BIZZELL" in the east line of said 98.38 acre tract for a westerly corner of said 34.124 acre tract lies South 20°59'38" East, a distance of 149.72 feet;

THENCE, North 20°59'38" West, a distance of 94.01 feet to a 1/2-inch iron set with cap stamped "STEGER BIZZELL" in the east line of said 98.38 acre tract and in the west line of said 34.124 acre tract for the northwest corner of the herein described tract;

THENCE, over and across said 34.124 acre tract, North 69°58'39" East, a distance of 724.90 feet to a 1/2-inch iron set with cap stamped "STEGER BIZZELL", and North 24°05'34" East, a distance of 35.30 feet to a 1/2-inch iron set with cap stamped "STEGER BIZZELL" in the east line of said 34.124 acre tract, and in the west line of said Ranch Road 2338, for the northeast corner of the herein described tract;

THENCE, with the east line of said 34.124 acre tract, same being the west line of said Ranch Road 2338, South 20°59'34" East, a distance of 143.90 feet to the **POINT OF BEGINNING,** and containing 1.63 acres of land, more or less, within these metes and bounds.

Bearings are based on the Texas Coordinate System of 1983, Central Zone (NAD_83 (2011)). All distances shown hereon are grid values represented in U.S. Survey Feet.

The foregoing metes and bounds description and survey on which it is based is accompanied by and a part of a sketch of the subject tract.

I certify that this description was prepared from an on the ground survey made in January, 2023, by me or under my supervision.

Steger & Bizzell Engineering Inc.

2-3-23



Patrick J. Stevens, RPLS
Texas Reg. No. 5784
1978 South Austin Avenue
Georgetown, Texas 78626
(512) 930-9412
TBPELS Firm No. 10003700

P:\22000-22999\22923 GISD Troop 1_74ac\Survey Data\Descriptions\22923-GISD TROOP ROW-GRID.docx

DESCRIPTION OF

DESCRIPTION OF A 38.53 ACRE TRACT OF LAND LOCATED IN THE C.H. DILANEY SURVEY, ABSTRACT 181, WILLIAMSON COUNTY, TEXAS, BEING OUT OF THAT CERTAIN 50 ACRE TRACT OF LAND CONVEYED TO EMZIE LEE FISHER, ET UX, BY WARRANTY DEED OF RECORD IN VOLUME 354, PAGE 94, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 38.53 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, at a 1/2 inch iron rod found on the west right-of-way line of RM 2338, also known as Williams Drive, an 80.00 foot wide roadway, as dedicated in Volume 416, Page 60, said Deed Records, at its intersection with the south line of said 50 acre tract of land, for the eastern most northeast corner of that certain 98.38 acre tract of land conveyed to the Georgetown Independent School District by Warranty Deed of record in Document No. 2006075903, of the Official Public Records of Williamson County, Texas, from which point a 1/2 inch iron rod with cap stamped "5784" found on said west right-of-way line of RM 2338, for the eastern most southeast corner of said 98.38 ac tract of land, same point being the northeast corner of that certain 34.124 acre tract of land conveyed to Troop Durgin Wright Properties, LP, by Special Warranty Deed of record in Document No. 2016000533, said Official Public Records bears South 21°01'00" East, with said right-of-way, a distance of 139.94 feet;

THENCE, South 69°36'44" West, with said south line of the 50 acre tract, same line being a north line of said 98.38 acre tract, a distance of 374.52 feet to a 1/2 inch iron rod with cap stamped "STEGER BIZZELL" set for the southeast corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, South 69°36'44" West, continuing with the common line of the 50 acre tract and the 98.38 acre tract, a distance of 1466.64 feet, to a 1/2 inch iron rod found for the southwest corner of said 50 acre tract, same point being an interior corner of said 98.38 acre tract of land, and for the southwest corner of the herein described tract;

THENCE, with the west line of said 50 acre tract, same line being an east line of said 98.38 acre tract, the following seven (7) courses and distances:

1. North 20°59'16" West, a distance of 141.06 feet, to a 1/2 inch iron rod with cap stamped "STEGER BIZZELL" set;
2. North 20°29'49" West, a distance of 280.19 feet to a 40d nail in a fence post found;
3. North 21°33'45" West, a distance of 106.02 feet, to a 40d nail in a fence post found;
4. North 20°04'23" West, a distance of 64.17 feet, to a 40d nail in a fence post found;

5. North 18°37'34" West, a distance of 80.98 feet, to a 1/2 inch iron rod with cap stamped "STEGER BIZZELL" set;
6. North 14°06'04" West, a distance of 185.59 feet, to a 40d nail in a fence post found;
7. North 14°53'55" West, a distance of 295.09 feet, to a 1/2 inch iron rod found on the south line of that certain 113.5 acre tract of land conveyed to Emzie Lee Fisher by deed of record in Volume 756, Page 287, said Deed Records, for the northwest corner of said 50 acre tract, same point being the northern most northeast corner of said 98.38 acre tract of land, and for the northwest corner of the herein described tract;

THENCE, North 69°09'19" East, with the north line of said 50 acre tract, same line being said south line of the 113.5 acre tract of land, a distance of 1407.10 feet, to a /2 inch iron rod with cap stamped "STEGER BIZZELL" set for the northeast corner of the herein described tract, from which point a Texas Department of Transportation concrete monument with brass disc (TxDOT Type II) found on said west right-of-way line of RM 2338, bears North 69°09'19" East, a distance of 374.50 feet;

THENCE, South 20°59'55" East, severing said 50 acre tract, a distance of 1161.85 feet, to the **POINT OF BEGINNING**, and containing 38.53 acres of land, more or less, within these metes and bounds.

Bearings are based on the Texas Coordinate System of 1983, Central Zone (NAD_83 (2011)). All distances shown hereon are surface values represented in U.S. Survey Feet based on a Grid-to-Surface Combined Adjustment Factor of 1.00015.

The forgoing metes and bounds description and survey on which it is based is accompanied by and a part of survey map of the subject tract.

I certify that this description was prepared from a survey made on the ground in/on June and July 2017, under my supervision.

Steger & Bizzell Engineering Inc.

07/06/17

Miguel A. Escobar, LSLS, RPLS
Texas Reg. No. 5630
1978 South Austin Avenue
Georgetown, Texas 78626
(512) 930-9412
TBPLS Firm No. 10003700

STATE OF TEXAS
REGISTERED
MIGUEL ANGEL ESCOBAR
5630
PROFESSIONAL
LAND SURVEYOR

P:\22000-22999\22534 GISD_Fisher\Survey Data\Descriptions\22534-m&b-GISD Fisher Tract.docx

1978 S. Austin Ave
Georgetown, TX 78626

Page 6 of 8

EARLY LAND SURVEYING, LLC
P.O. Box 92588, Austin, TX 78709
512-202-8631
earlysurveying.com
TBPELS Firm No. 10194487

10.001 ACRES
WILLIAMSON COUNTY, TEXAS

A DESCRIPTION OF 10.001 ACRES (APPROXIMATELY 435,639 SQ. FT.) IN THE C.H. DELANEY SURVEY NO. 11, ABSTRACT NO. 181 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 50 ACRE TRACT CONVEYED TO EMZIE AND ELZORA FISHER IN A WARRANTY DEED DATED NOVEMBER 5, 1948 AND RECORDED IN VOLUME 353, PAGE 94 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 10.001 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a concrete highway monument found for a point of tangency in the west right-of-way line of Ranch Road 2338 (variable width right-of-way) as described in Volume 416, Page 60 of the Deed Records of Williamson County, Texas, and shown on TXDOT right-of-way strip map CSJ 2211-01-001, being in the north line of said 50 acre tract, also being in the south line of a 113.5 acre tract described in Volume 756, Page 287 of the Deed Records of Williamson County, Texas, same being the south line of Lot 5 of M.C. Hamilton's Subdivision, a subdivision of record in Volume 27, Page 137 of the Deed Records of Williamson County, Texas, from which a concrete highway monument found in the east right-of-way line of Ranch Road 2338, bears North 69°31'35" East, a distance of 80.00 feet;

THENCE South 20°59'36" East, with the west right-of-way line of Ranch Road 2338, crossing said 50 acre tract, a distance of 1164.60 feet to a 1/2" rebar with "Early Boundary" cap set for an angle point in the west right-of-way line of Ranch Road 2338, being in the south line of said 50 acre tract, being the northeast corner of a 3,848 sq. ft. right-of-way dedication shown on the G.I.S.D. West Side, a subdivision of record in Document No. 2018043822 of the Official Public Records of Williamson County, Texas, from which a 1/2" rebar with "Steger Bizzell" cap found for the southeast corner of said 3,848 sq. ft. right-of-way dedication, bears South 20°59'36" East, a distance of 139.94 feet;

THENCE South 69°37'24" West, with the right-of-way line of Ranch Road 2338, same being the north line of said 3,848 sq. ft. right-of-way dedication, also being the south line of said 50 acre tract, a distance of 27.50 feet to a 1/2" rebar with "Early Boundary" cap set for the easternmost northeast corner of Lot 1, Block A of said G.I.S.D. West Side, being the northwest corner of said 3,848 sq. ft. right-of-way dedication;

THENCE South 69°37'24" West, with the south line of said 50 acre tract and a north line of said Lot 1, a distance of 347.07 feet to a 1/2" rebar with "Steger Bizzell" cap found for an interior corner of said Lot 1;

THENCE North 20°59'31" West, crossing said 50 acre tract with an east line of said Lot 1, a distance of 1161.72 feet to a 1/2" rebar with "Steger Bizzell" cap found in the north line of said 50 acre tract, being the northernmost northeast corner of said Lot 1, being also in the south line of said 113.5 acre tract, same being the south line of said Lot 5;

THENCE North 69°10'58" East, with the north line of said 50 acre tract, and the south line of said 113.5 acre tract, same being the south line of said Lot 5, a distance of 374.52 feet to the **POINT OF BEGINNING**, containing an area of 10.001 acres, more or less.

Surveyed on the ground on August 28, 2024.

Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, utilizing the SmartNet North America Network.

Attachments: Survey Drawing No. 1093-002-125AC

08-30-24

John L. Briley Date
Registered Professional Land Surveyor
State of Texas No. 7070



EXHIBIT B – DISTRICT/MAJOR IMPROVEMENT AREA BOUNDARY MAP

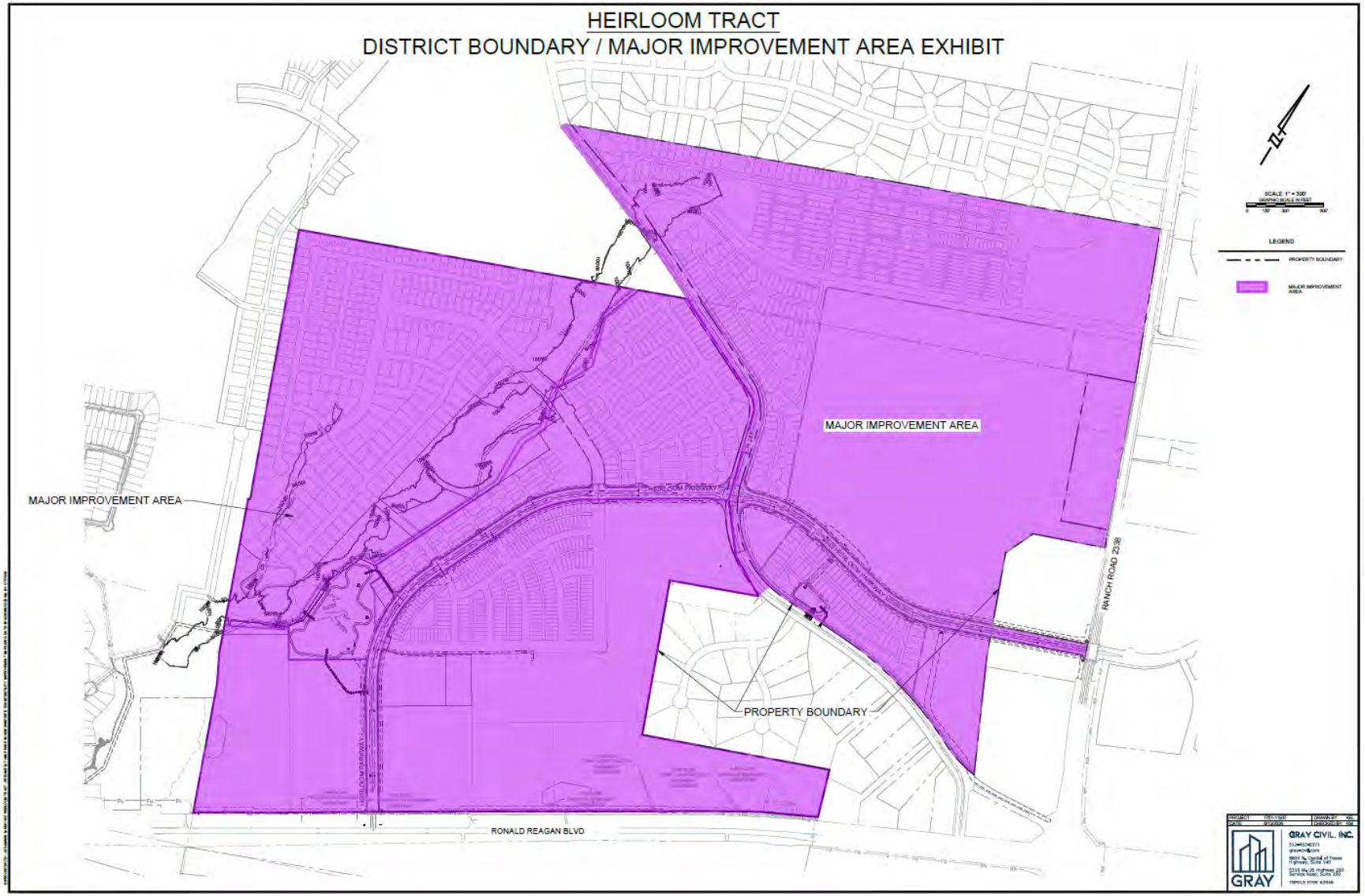


EXHIBIT C – AUTHORIZED IMPROVEMENTS

	Total Costs[a]	Non-Assessed Property %	Non-Assessed Property Cost	Major Improvement Area %	Major Improvement Area Cost
Major Improvement Area Improvements [b]					
Streets	$ 5,740,904	9.00%	$ 516,681.32	91.00%	$ 5,224,222
Water	$ 1,168,742	9.00%	105,187	91.00%	1,063,555
Wastewater	$ 1,385,791	9.00%	124,721	91.00%	1,261,070
Drainage	$ 2,060,233	9.00%	185,421	91.00%	1,874,812
Parkland	$ 2,000,000	9.00%	180,000	91.00%	1,820,000
Soft Costs[c]	$ 1,795,227	9.00%	134,570	91.00%	1,660,656
Contingency	1,698,108	9.00%	149,590	91.00%	1,548,518
	$ 15,849,004		$ 1,396,170		$ 14,452,834
Bond Issuance Costs [e]					
Debt Service Reserve Fund	$ 1,869,193		$ -		$ 1,869,193
Capitalized Interest	2,707,208		-		2,707,208
Underwriter Discount[f]	626,850		-		626,850
Cost of Issuance	1,254,238		-		1,254,238
	$ 6,457,489		$ -		$ 6,457,489
Other Costs [e]					
Deposit to Administrative Fund	$ 40,000		$ -		$ 40,000
	$ 40,000		$ -		$ 40,000
Total	**$ 22,346,493**		**$ 1,396,170**		**$ 20,950,323**

Footnotes:

[a] Per Engineer's Report dated August 2026.

[b] The Major Improvements are allocated between Non-Assessed ISD Site and the Major Improvement Area based on the total LUEs.

[c] Soft costs include engineering, staking, surveying, project management and District Formation Costs.

[d] Not reimburseable to the Developer through Assessments or the issuance of PID Bonds.

[e] Preliminary estimates only and subject to change upon the issuance of PID Bonds.

[f] Includes the fee of counsel to the Underwriter.

EXHIBIT D – SERVICE PLAN – FIVE YEAR PLAN

Major Improvement Area						
Annual Installment Due		**1/31/2027**	**1/31/2028**	**1/31/2029**	**1/31/2030**	**1/31/2031**
Principal		$ -	$ -	$ 386,000.00	$ 413,000.00	$ 443,000.00
Interest		1,296,796.00	1,410,413.00	1,410,412.50	1,384,357.50	1,356,480.00
Capitalized Interest	(1)	(1,296,796.00)	(1,410,413.00)	-	-	-
		$ -	$ -	$ 1,796,412.50	$ 1,797,357.50	$ 1,799,480.00
Additional Interest	(2)	$ -	$ -	$ 104,475.00	$ 102,545.00	$ 100,480.00
Annual Collection Costs	(3)	$ 40,800.00	$ 41,616.00	$ 42,448.32	$ 43,297.29	$ 44,163.23
Total Annual Installment Due	**(4) = (1) + (2) + (3)**	**$ 40,800.00**	**$ 41,616.00**	**$ 1,943,335.82**	**$ 1,943,199.79**	**$ 1,944,123.23**

EXHIBIT E – SERVICE PLAN – SOURCES AND USES

	Major Improvement Area	Non-Assessed Property	Total
Sources of Funds			
Major Improvement Area Bonds	$ 20,895,000	$ -	$ 20,895,000
Developer Contribution[a]	55,323	1,396,170	1,451,493
Total Sources of Funds	**$ 20,950,323**	**$ 1,396,170**	**$ 22,346,493**
Uses of Funds			
Major Improvements	$ 14,452,834	$ 1,396,170	$ 15,849,004
	$ 14,452,834	$ 1,396,170	$ 15,849,004
Bond Issuance Costs [b]			
Debt Service Reserve Fund	$ 1,869,193	$ -	$ 1,869,193
Capitalized Interest	2,707,208	-	2,707,208
Underwriter Discount[c]	626,850	-	626,850
Cost of Issuance	1,254,238	-	1,254,238
	$ 6,457,489	$ -	$ 6,457,489
Other Costs [b]			
Deposit to Administrative Fund	$ 40,000	$ -	$ 40,000
	$ 40,000	$ -	$ 40,000
Total Uses of Funds	**$ 20,950,323**	**$ 1,396,170**	**$ 22,346,493**

Footnotes:

[a] Not reimbursable to the Developer through Assessments or the issuance of PID Bonds.

[b] Preliminary estimates only and subject to change upon the issuance of PID Bonds.

[c] Includes the fee of counsel to the Underwriter.

EXHIBIT F – MAJOR IMPROVEMENT AREA ASSESSMENT ROLL

Property ID[a]	Tract	Lot Type	Outstanding Assessment	Annual Installment Due 1/31/2027[b]
R093976	1	Non-Assessed Property	$ -	$ -
R570140	2	Major Improvement Area Initial Parcel	$ 636,378.53	$ 1,242.61
R570140	3	Major Improvement Area Initial Parcel	$ 768,454.70	$ 1,500.50
R570140	4	Non-Assessed Property	$ -	$ -
R570140	5	Non-Assessed Property	$ -	$ -
R649611	6	Non-Assessed Property	$ -	$ -
R039430	7	Non-Assessed Property	$ -	$ -
R039375	7	Non-Assessed Property	$ -	$ -
R570140	8	Non-Assessed Property	$ -	$ -
R039376	9	Major Improvement Area Initial Parcel	$ 4,168,357.71	$ 8,139.22
R039364	10	Major Improvement Area Initial Parcel	$ 13,456,360.19	$ 26,275.16
R684456	11	Major Improvement Area Initial Parcel	$ 1,865,448.87	$ 3,642.51
Total			**$ 20,895,000.00**	**$ 40,800.00**

Footnotes:

[a] For billing purposes, the Major Improvement Area Annual Installment due 1/31/2027 shall be allocated pro rata based on acreage. Property IDs preliminary and subject to change prior to billing.

[b] Annual Installment due may not match Service Plan or Annual Installment schedule due to rounding.

EXHIBIT G – MAJOR IMPROVEMENT AREA ANNUAL INSTALLMENTS

Installment Due 1/31	Principal	Interest[a]	Capitalized Interest	Additional Interest	Annual Collection Costs	Total Annual Installment Due[b]
2027	$ -	$ 1,296,796	$ (1,296,796)	$ -	$ 40,800	$ 40,800
2028	$ -	$ 1,410,413	$ (1,410,413)	$ -	$ 41,616	$ 41,616
2029	$ 386,000	$ 1,410,413	$ -	$ 104,475	$ 42,448	$ 1,943,336
2030	$ 413,000	$ 1,384,358	$ -	$ 102,545	$ 43,297	$ 1,943,200
2031	$ 443,000	$ 1,356,480	$ -	$ 100,480	$ 44,163	$ 1,944,123
2032	$ 474,000	$ 1,326,578	$ -	$ 98,265	$ 45,046	$ 1,943,889
2033	$ 507,000	$ 1,294,583	$ -	$ 95,895	$ 45,947	$ 1,943,425
2034	$ 543,000	$ 1,260,360	$ -	$ 93,360	$ 46,866	$ 1,943,586
2035	$ 581,000	$ 1,223,708	$ -	$ 90,645	$ 47,804	$ 1,943,156
2036	$ 623,000	$ 1,184,490	$ -	$ 87,740	$ 48,760	$ 1,943,990
2037	$ 667,000	$ 1,142,438	$ -	$ 84,625	$ 49,735	$ 1,943,797
2038	$ 714,000	$ 1,097,415	$ -	$ 81,290	$ 50,730	$ 1,943,435
2039	$ 765,000	$ 1,049,220	$ -	$ 77,720	$ 51,744	$ 1,943,684
2040	$ 819,000	$ 997,583	$ -	$ 73,895	$ 52,779	$ 1,943,257
2041	$ 878,000	$ 942,300	$ -	$ 69,800	$ 53,835	$ 1,943,935
2042	$ 940,000	$ 883,035	$ -	$ 65,410	$ 54,911	$ 1,943,356
2043	$ 1,007,000	$ 819,585	$ -	$ 60,710	$ 56,010	$ 1,943,305
2044	$ 1,079,000	$ 751,613	$ -	$ 55,675	$ 57,130	$ 1,943,417
2045	$ 1,156,000	$ 678,780	$ -	$ 50,280	$ 58,272	$ 1,943,332
2046	$ 1,239,000	$ 600,750	$ -	$ 44,500	$ 59,438	$ 1,943,688
2047	$ 1,328,000	$ 517,118	$ -	$ 38,305	$ 60,627	$ 1,944,049
2048	$ 1,423,000	$ 427,478	$ -	$ 31,665	$ 61,839	$ 1,943,982
2049	$ 1,525,000	$ 331,425	$ -	$ 24,550	$ 63,076	$ 1,944,051
2050	$ 1,634,000	$ 228,488	$ -	$ 16,925	$ 64,337	$ 1,943,750
2051	$ 1,751,000	$ 118,193	$ -	$ 8,755	$ 65,624	$ 1,943,572
Total	**$ 20,895,000**	**$ 23,733,594**	**$ (2,707,209)**	**$ 1,557,510**	**$ 1,306,836**	**$ 44,785,731**

Footnotes:

[a] Interest is calculated at a 6.75% rate for illustrative purposes.

[b] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

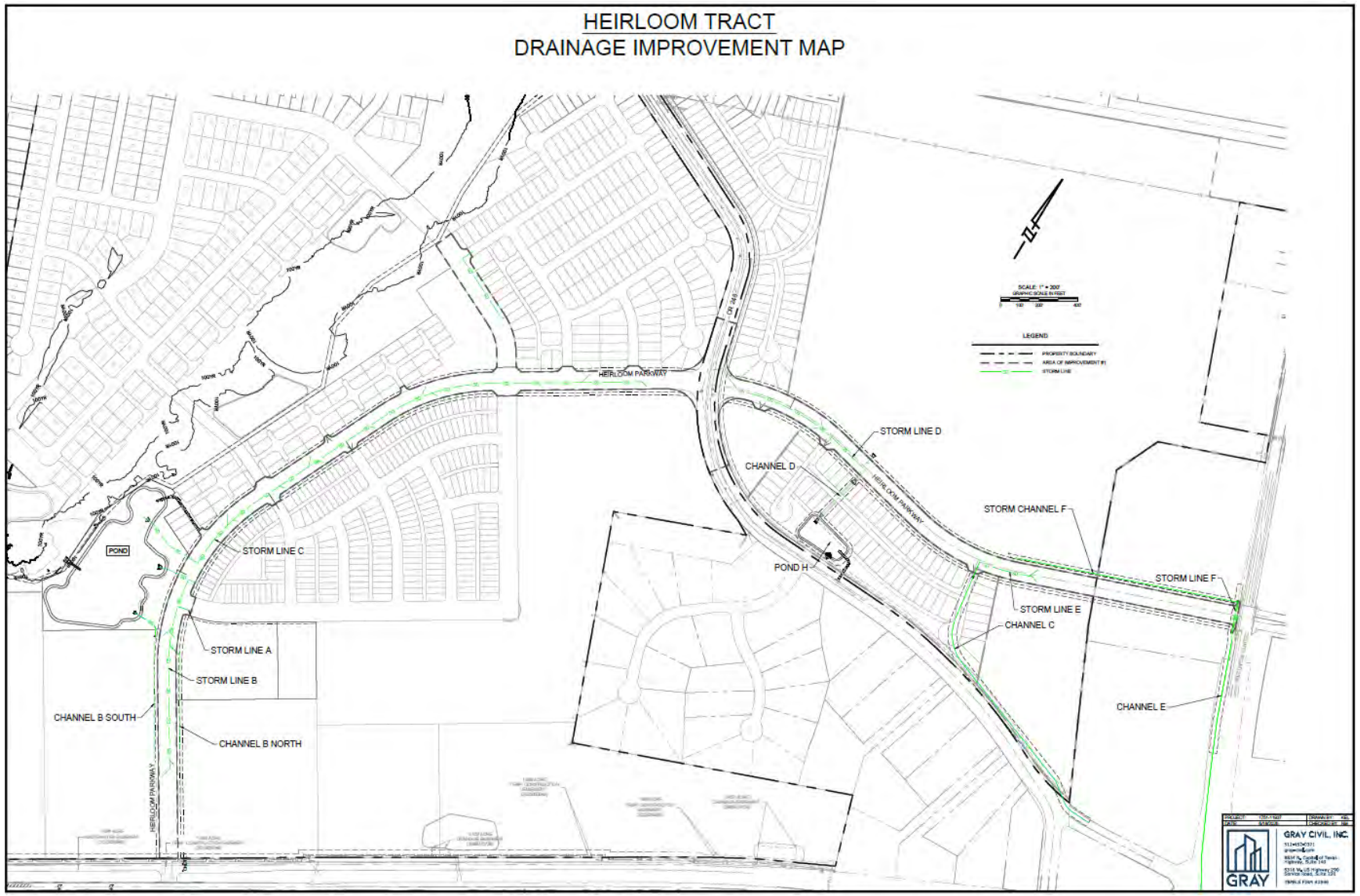
EXHIBIT H – DISTRICT ESTIMATED BUILDOUT VALUE

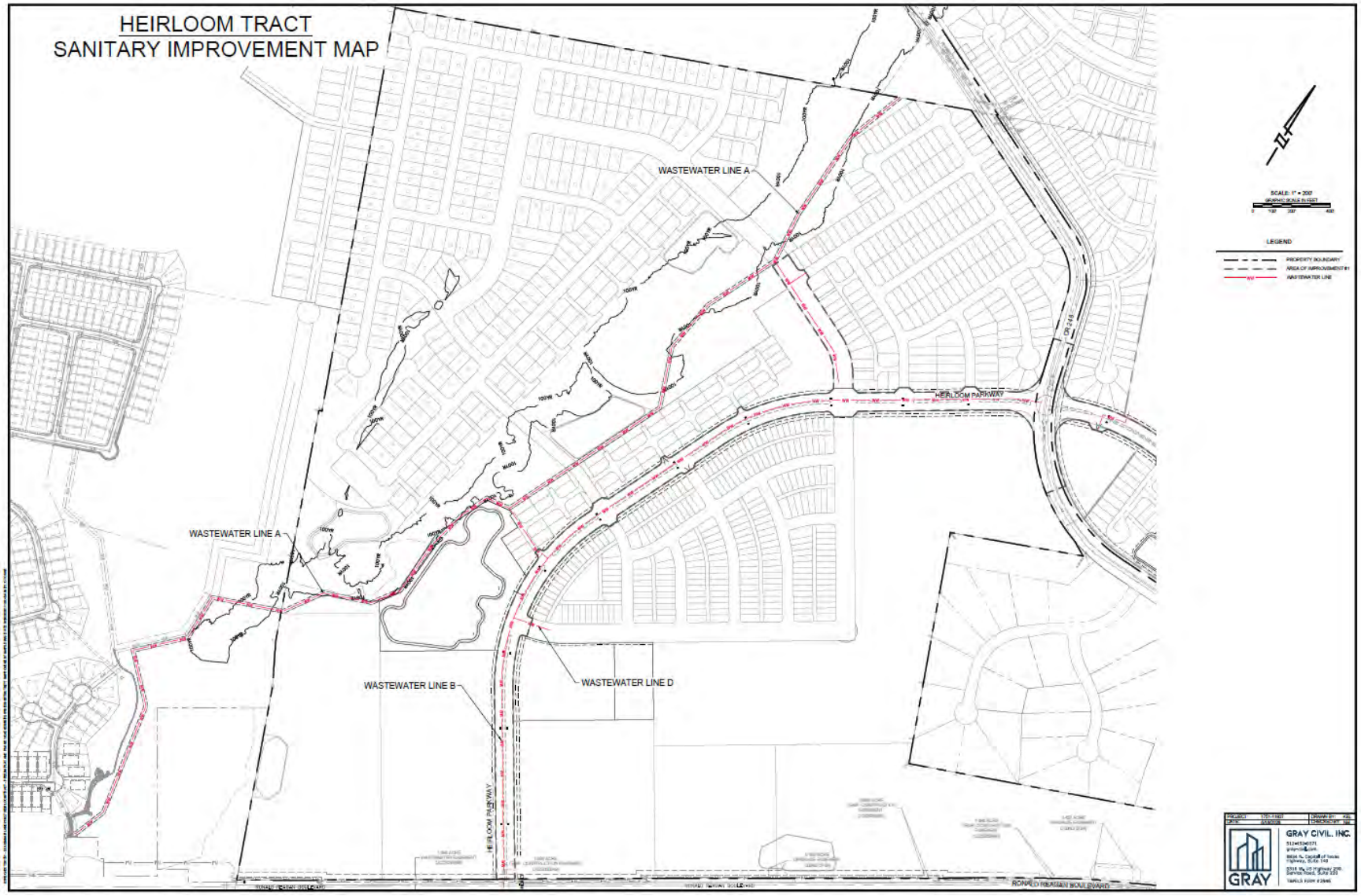
Lot Type	Units/SF[a]	Estimated Buildout Value[a]	
		Per Unit	Total
Major Improvement Area - Future Improvement Areas			
60' East	27	$ 490,000	$ 13,230,000
60' West	300	550,000	165,000,000
45' East	231	445,000	102,795,000
45' West	305	480,000	146,400,000
35' East	50	415,000	20,750,000
35' West	270	435,000	117,450,000
25'	150	385,000	57,750,000
Townhome	100	385,000	38,500,000
Courtyard East	61	425,000	25,925,000
Courtyard West	55	450,000	24,750,000
BTR	100	415,000	41,500,000
Multifamily East	275	250,000	68,750,000
Multifamily West	975	275,000	268,125,000
Commercial	255,000	180	45,900,000
Total			**$ 1,136,825,000**

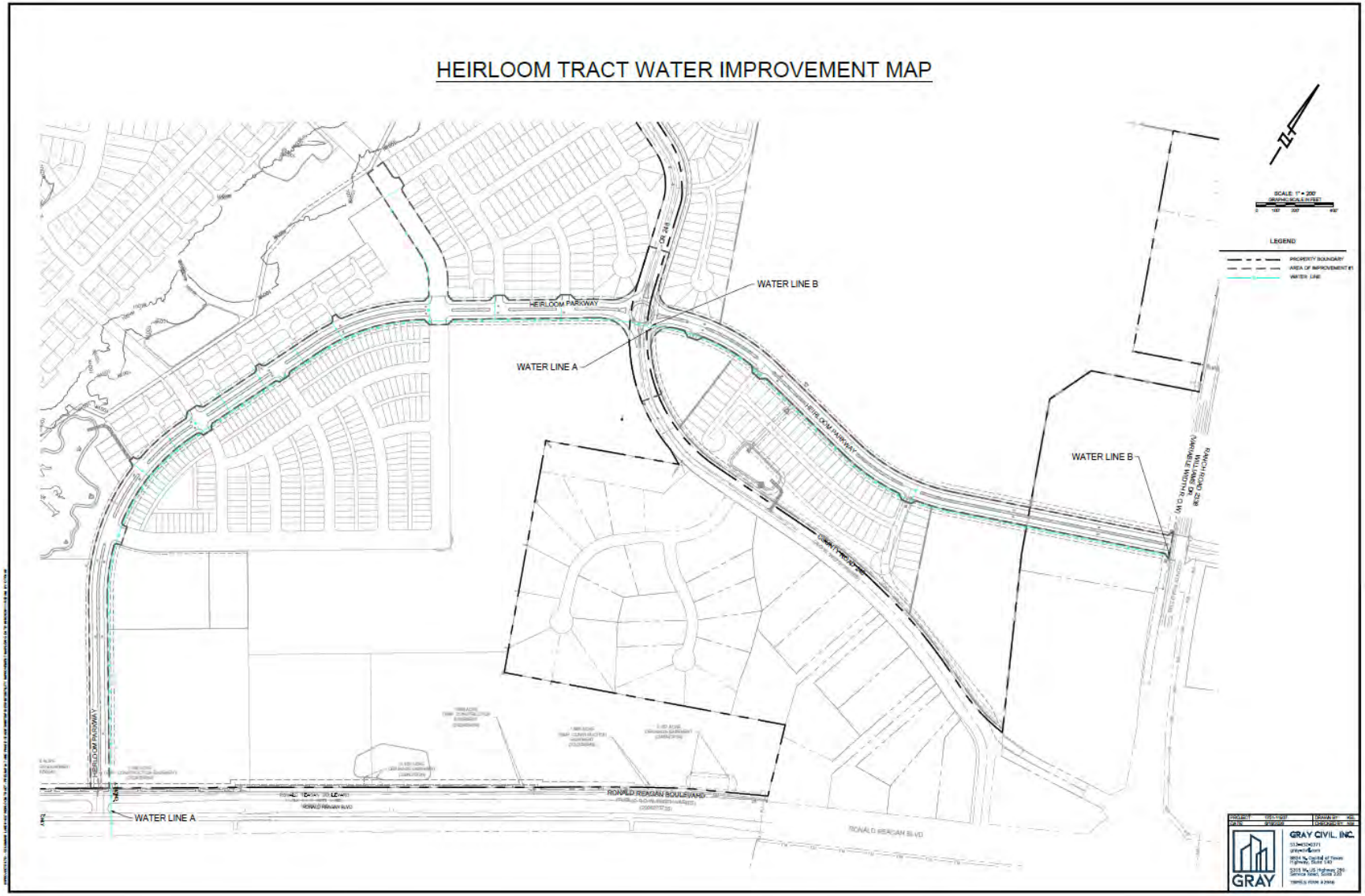
Footnotes:

[a] As provided in the Developer model dated 8/5/26.

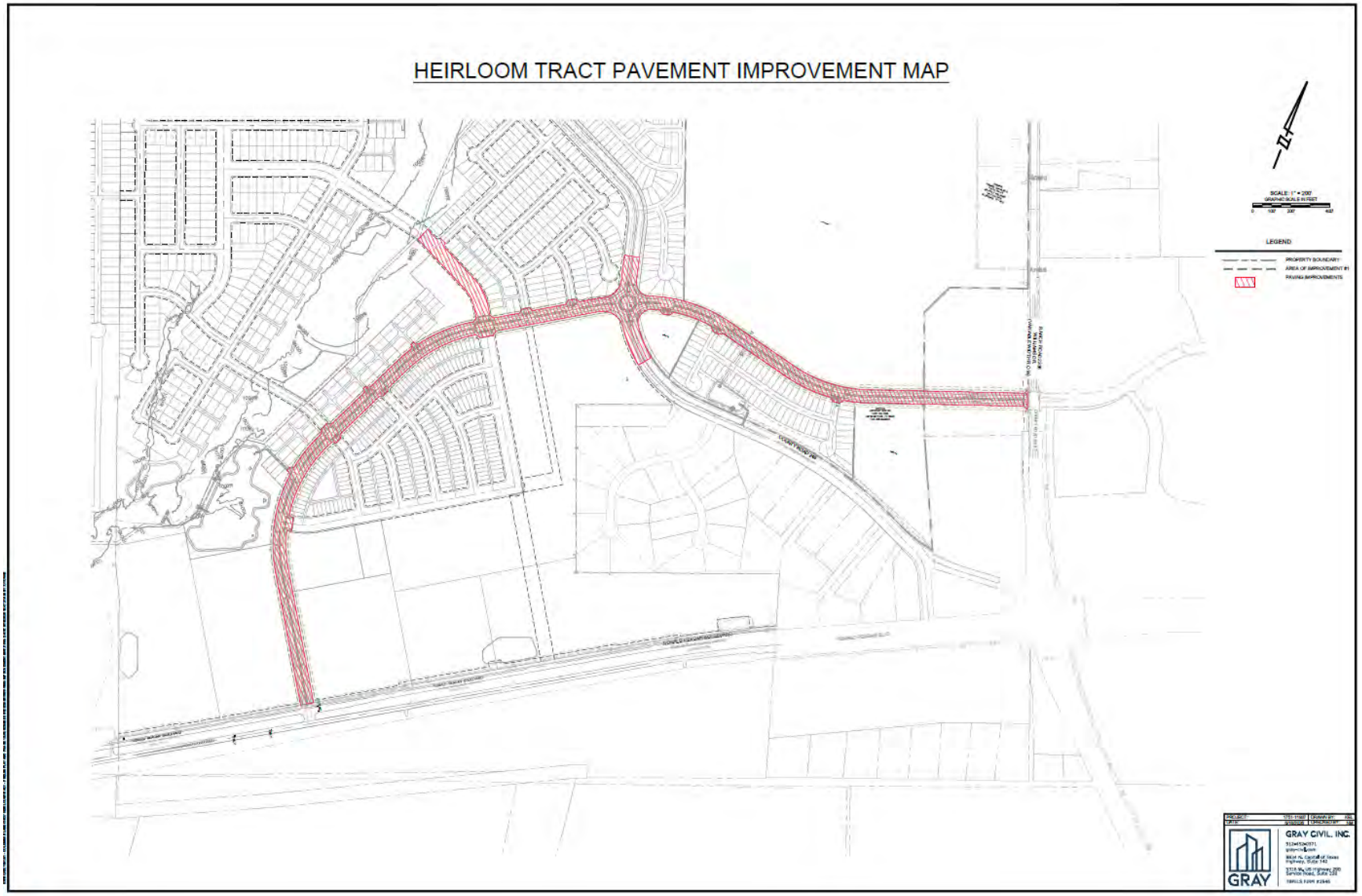
EXHIBIT I – MAPS OF AUTHORIZED IMPROVEMENTS




HEIRLOOM TRACT
SANITARY IMPROVEMENT MAP
WASTEWATER LINE A
WASTEWATER LINE A
WASTEWATER LINE B
WASTEWATER LINE D
HEIRLOOM PARKWAY
HEIRLOOM PARKWAY
RONALD REAGAN BOULEVARD
LEGEND
GRAY CIVIL, INC.
GRAY


HEIRLOOM TRACT WATER IMPROVEMENT MAP
WATER LINE B
WATER LINE A
HEIRLOOM PARKWAY
WATER LINE B
WATER LINE A
RONALD REAGAN BOULEVARD
LEGEND
GRAY CIVIL, INC.
GRAY

HEIRLOOM TRACT PAVEMENT IMPROVEMENT MAP




HEIRLOOM PARKWAY
PARKLAND 11.2114
PARKLAND/FLOODPLAIN 17.5098
TOTAL 28.7211
LEGEND
PROPERTY BOUNDARY
PHASE BOUNDARY
PROPOSED STREET CENTERLINE
PROPOSED LOT LINE
EXISTING 100-YR FLOODPLAIN, PER GC STUDY
PARKLAND
PARKLAND/FLOODPLAIN
GC TOWN CENTER 4.30 AC
GRAY CIVIL, INC.
GRAY
PHASE 01 PARKLANDS EXHIBIT
HEIRLOOM TRACT WEST PRELIMINARY PLAT WILLIAMSON COUNTY, TX
PROJECT NO: 11937
DESIGNED BY: OAT
DRAWN BY: OAT
CHECKED BY: NM
NOTICE:
FOR REVIEW THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF REVIEW UNDER THE AUTHORITY OF NICK WARING ON SEPTEMBER 26, 2025. IT IS NOT TO BE USED FOR BIDDING, PERMIT OR CONSTRUCTION
SHEET 01 OF 01
PROJECT NO: 2025-10-FF
HEIRLOOM TRACT WEST PRELIM

EXHIBIT J – DISTRICT CONCEPT PLAN

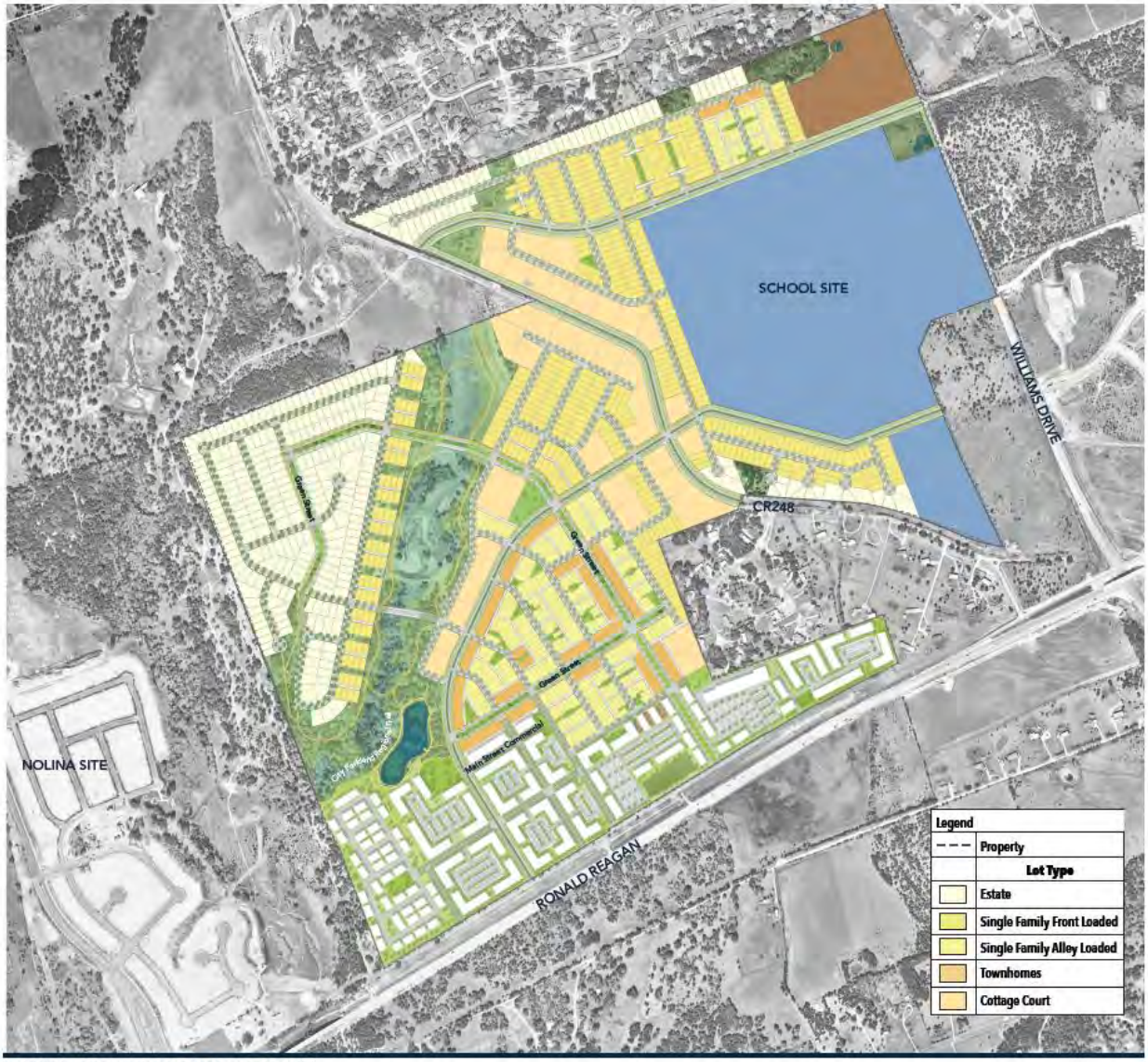


EXHIBIT K – NOTICE OF PID ASSESSMENT TERMINATION

P3Works, LLC
9824 Huntington Square, Suite 100
North Richland Hills, TX 76182

[Date]
Williamson County Clerk's Office
Honorable [County Clerk Name]
Williamson County Justice Center County Clerk
405 Martin Luther King, Jr. St.
Georgetown, TX 78626

Re: **City of Georgetown Lien Release documents for filing**

Dear Ms./Mr. [County Clerk Name],

Enclosed is a lien release that the City of Georgetown is requesting to be filed in your office. Lien release for [insert legal description]. Recording Numbers: [Plat]. Please forward copies of the filed documents below:

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

Please contact me if you have any questions or need additional information.

Sincerely,
[Signature]

P3Works
P: (817) 393-0353
admin@p3-works.com

AFTER RECORDING RETURN TO:

[City Secretary Name]
808 Martin Luther King, Jr. St.
Georgetown, TX 78626

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

FULL RELEASE OF PUBLIC IMPROVEMENT DISTRICT LIEN

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

THIS FULL RELEASE OF PUBLIC IMPROVEMENT DISTRICT LIEN (this "Full Release") is executed and delivered as of the Effective Date by the City of Georgetown, Texas.

RECITALS

WHEREAS, the governing body (hereinafter referred to as the "City Council") of the City of Georgetown, Texas (hereinafter referred to as the "City "), is authorized by Chapter 372, Texas Local Government Code, as amended (hereinafter referred to as the "Act"), to create public improvement districts within the corporate limits and extraterritorial jurisdiction of the City; and

WHEREAS, on or about August 26, 2025, the City Council for the City, approved Resolution No. 082625-5.P, creating the Heirloom Public Improvement District; and

WHEREAS, the Heirloom Public Improvement District consists of approximately 622.525 contiguous acres located within the City; and

WHEREAS, on or about ____, ____, the City Council, approved Ordinance No. ____, (hereinafter referred to as the "Assessment Ordinance") approving a service and assessment plan and assessment roll for the Property within the Heirloom Public Improvement District; and

WHEREAS, the Assessment Ordinance imposed an assessment in the amount of $____ (hereinafter referred to as the "Lien Amount") for the following property:

[legal description], a subdivision in Williamson County, Texas, according to the map or plat of record in Document/Instrument No. _____ of the Plat Records of Williamson County, Texas (hereinafter referred to as the "Property"); and

WHEREAS, the property owners of the Property have paid unto the City the Lien Amount.

RELEASE

NOW THEREFORE, the City, the owner and holder of the Lien, Instrument No. _____, in the Real Property Records of Williamson County, Texas, in the amount of the Lien Amount against the Property releases and discharges, and by these presents does hereby release and discharge, the above-described Property from said lien held by the undersigned securing said indebtedness.

EXECUTED to be **EFFECTIVE** this the _____ day of _____, 20__.

CITY OF GEORGETOWN, TEXAS,

By: _____
[City Official Name], City Official Title

ATTEST:

_____
[Secretary Name], City Secretary

STATE OF TEXAS **§**
§
COUNTY OF WILLIAMSON **§**

This instrument was acknowledged before me on the ____ day of _____, 20__, by [City Official Name], City Official Title for the City of Georgetown, Texas, on behalf of said municipality.

_____
Notary Public, State of Texas

EXHIBIT L – BUYER DISCLOSURES

Forms of the buyer disclosures for the following Lot Types are found in this Exhibit:

Major Improvement Area

- Major Improvement Area Initial Parcel

HEIRLOOM PUBLIC IMPROVEMENT DISTRICT MAJOR IMPROVEMENT AREA INITIAL PARCEL BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO CITY OF GEORGETOWN, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

MAJOR IMPROVEMENT AREA INITIAL PARCEL PRINCIPAL ASSESSMENT: $20,895,000.00

As the purchaser of the real property described above, you are obligated to pay assessments to City of Georgetown, Texas, (the "City"), for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Heirloom Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City. The exact amount of each annual installment will be approved each year by the City of Georgetown, Texas, City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

_____ _____

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this_____ , 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

_____ _____

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Williamson County.

ANNUAL INSTALLMENTS - MAJOR IMPROVEMENT AREA INITIAL PARCEL

Installment Due 1/31	Principal	Interest[a]	Capitalized Interest	Additional Interest	Annual Collection Costs	Total Annual Installment Due[b]
2027	$ -	$ 1,296,796	$ (1,296,796)	$ -	$ 40,800	$ 40,800
2028	$ -	$ 1,410,413	$ (1,410,413)	$ -	$ 41,616	$ 41,616
2029	$ 386,000	$ 1,410,413	$ -	$ 104,475	$ 42,448	$ 1,943,336
2030	$ 413,000	$ 1,384,358	$ -	$ 102,545	$ 43,297	$ 1,943,200
2031	$ 443,000	$ 1,356,480	$ -	$ 100,480	$ 44,163	$ 1,944,123
2032	$ 474,000	$ 1,326,578	$ -	$ 98,265	$ 45,046	$ 1,943,889
2033	$ 507,000	$ 1,294,583	$ -	$ 95,895	$ 45,947	$ 1,943,425
2034	$ 543,000	$ 1,260,360	$ -	$ 93,360	$ 46,866	$ 1,943,586
2035	$ 581,000	$ 1,223,708	$ -	$ 90,645	$ 47,804	$ 1,943,156
2036	$ 623,000	$ 1,184,490	$ -	$ 87,740	$ 48,760	$ 1,943,990
2037	$ 667,000	$ 1,142,438	$ -	$ 84,625	$ 49,735	$ 1,943,797
2038	$ 714,000	$ 1,097,415	$ -	$ 81,290	$ 50,730	$ 1,943,435
2039	$ 765,000	$ 1,049,220	$ -	$ 77,720	$ 51,744	$ 1,943,684
2040	$ 819,000	$ 997,583	$ -	$ 73,895	$ 52,779	$ 1,943,257
2041	$ 878,000	$ 942,300	$ -	$ 69,800	$ 53,835	$ 1,943,935
2042	$ 940,000	$ 883,035	$ -	$ 65,410	$ 54,911	$ 1,943,356
2043	$ 1,007,000	$ 819,585	$ -	$ 60,710	$ 56,010	$ 1,943,305
2044	$ 1,079,000	$ 751,613	$ -	$ 55,675	$ 57,130	$ 1,943,417
2045	$ 1,156,000	$ 678,780	$ -	$ 50,280	$ 58,272	$ 1,943,332
2046	$ 1,239,000	$ 600,750	$ -	$ 44,500	$ 59,438	$ 1,943,688
2047	$ 1,328,000	$ 517,118	$ -	$ 38,305	$ 60,627	$ 1,944,049
2048	$ 1,423,000	$ 427,478	$ -	$ 31,665	$ 61,839	$ 1,943,982
2049	$ 1,525,000	$ 331,425	$ -	$ 24,550	$ 63,076	$ 1,944,051
2050	$ 1,634,000	$ 228,488	$ -	$ 16,925	$ 64,337	$ 1,943,750
2051	$ 1,751,000	$ 118,193	$ -	$ 8,755	$ 65,624	$ 1,943,572
Total	**$ 20,895,000**	**$ 23,733,594**	**$ (2,707,209)**	**$ 1,557,510**	**$ 1,306,836**	**$ 44,785,731**

Footnotes:

[a] Interest is calculated at a 6.75% rate for illustrative purposes.

[b] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

APPENDIX A – ENGINEER'S REPORT

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Heirloom Tract

MIA PID

HeirloomTX, LLC.

PID Engineering Report

City of Georgetown, Williamson County, Texas

Gray Civil
TBPE Registration No. F-2946

August 2026

Overview –

The Heirloom Combined Tract (Site) is an approximately 622.528 acre development located within the City of Georgetown in Williamson County. The site is located at the northwest corner of the intersection of Ronald Reagan Boulevard and RM 2338. Zoning on the tract consists of zone RS – Residential Single-Family, MF-2 – High-Density Multifamily, TH – Town Home, and zone C-3 – General Commercial, along with a GISD school site and dedicated parkland. Zoning estimates are based on the land plan provided by the client from the Development Plan approved by the City. The Preliminary Plat for the western tract was submitted on September 8th, 2025 consisting of 935 total lots (879 single-family lots, 51 non-residential lots, 2 commercial lots, and 3 multi-family lots). The Preliminary Plat for the eastern tract will be submitted at the beginning of September 2026.

The development is in the North Fork San Gabriel River watershed and lies within the Contributing Zone of the Edwards Aquifer. Refer to Exhibit 1 for a Location Map. There is approximately 1 acre of the site located within the 100-year floodplain as defined on the FEMA Panel No. 48491C0275E and 48491C0100E effective date September 26, 2008.

Public Improvement District –

The Heirloom Tract development is subject to the Planned Unit Development Zoning Ordinance 2025-45. This report focuses on the Major Improvement Area (MIA) consisting of Phase 1 improvements that will be reimbursed with PID Bond Issue #1. See Exhibits 1 and 2 for MIA/district area map and legal descriptions.

MIA contains the full 622.528 acres located across the western and eastern tracts of the site. Phase 1 will contain 7,770 lf of collector road and 26.88 acres of parkland with trail networks, and no single-family lots. It will also include street, drainage, water, and wastewater improvements.

Zoning –

Zoning –

The Heirloom Tract development is located entirely within the City of Georgetown full purpose jurisdiction and is subject to the RS Base district and C3 Base district requirements of the City of Georgetown with modifications described in the 2025-45-PUD zoning ordinance.

Development Improvements –

Paving Improvements

With Phase 1, primary access to the site will be provided via the Heirloom Pkwy. extension, which will continue on the west side of Williams Drive opposite of the existing section of Parmer Ranch Blvd. built with the Parmer Ranch Development. The Heirloom Pkwy. collector will then continue across the site, intersect CR 248 with a proposed roundabout, and turn south before tying into the existing section of Ronald Reagan Blvd. The subsequent residential phases of the development will branch off of Heirloom Pkwy. for access. The collector will utilize a 96’ ROW with a 4-lane divided 50’ pavement section and 10’ sidewalks on either side. Road section design is described in the Planned Unit Development Zoning Ordinance 2025-45-PUD.

Proposed streets have been designed to urban standards consisting of concrete curb and gutter and will be designed with a flexible pavement section consisting of prepared subgrade, crushed limestone base, and hot mix asphaltic concrete (HMAC) pavement surface. The pavement recommendations can be found in the Heirloom tract Geotechnical Investigation reports prepared by MLA Geotechnical dated November 2025.

The proposed street network meets City of Georgetown horizontal and vertical geometric design criteria. Ten-foot sidewalks with ADA ramps will be constructed along the collector on both sides of the street and will be constructed following standard specifications and details. Signage, valley gutters, excavation, embankment, clear and grub, and testing are also included within these improvements. See Heirloom Tract Phase 1 Construction plans prepared by Gray Civil for additional design information and street cross sections.

Water and Wastewater Utilities

The Site will be served water by the City of Georgetown. An existing 24” line is located on the east side of CR 248, an existing 30” line is located on the south side of Ronald Reagan Blvd, and an existing 12” line is located on the west side of RM 2338. As part of the subdivision improvements, a 12” waterline is proposed to be constructed down Heirloom Pkwy. in a dedicated easement and connected to the existing 30” waterline. The northern portion of the site will be served by a proposed 12” line to be connected to the existing 12” line. Water will be provided to the individual lots by proposed 8-inch and 12-inch water lines located within the public ROW. Utility line sizing is preliminary in nature and will ultimately depend on recommendation from GUS and their water model.

The portion of the Site that generally slopes from northeast to southwest will gravity flow via a proposed 12” trunk line into an existing manhole offsite to the southwest corner of the site and to the existing Nolina lift station. For the remainder of the site, a lift station will be constructed at the northeast corner and wastewater flows will be pumped back to an existing manhole connection to a 12” gravity wastewater line along Ronald Reagan Blvd. via a force main. Phase 1 will include the construction of the 12” main trunk line through the site, with 8” local lines within the Heirloom Pkwy. ROW.

Internal wastewater utilities will be typically located within the proposed right-of-way’s standard assignments as established by the City of Georgetown. Internal water mains will be located outside of the pavement within the right-of-way per GUS standard assignment. The internal lines will be constructed in accordance with the GUS water and wastewater system design criteria and specifications. Improvements include trench excavation and embedment, trench safety, piping, valves, hydrants, manholes, service connections, testing , related earthwork, erosion controls and all necessary appurtenances.

Drainage

Stormwater runoff generated within the development will be conveyed by a system of curb and gutters, inlets, storm drains, channels, and ponds before being released into a tributary of either the North Fork San Gabriel River to the south or Berry Creek to the east, and onto neighboring properties. The drainage study performed for the preliminary plat utilizes the NRCS method to determine peak flow runoff for the 2-, 10-, 25-, and 100-year storms. The site is entirely within the Edwards Aquifer Contributing Zone, and will therefore be required to provide water quality treatment and submit a related Contributing Zone Plan to TCEQ for all construction plan submittals.

Most of the site generally slopes in a southerly direction and is bisected by a small tributary of the North Fork San Gabriel River, conveying offsite flows through the site. This tributary constitutes roughly 22.5 acres of existing calculated non-FEMA floodplain on the site, and will necessitate two main culvert/bridge crossings. The portion of the site that flows to the northeast includes the 1 acre of FEMA zone A floodplain and constitutes a tributary to Berry Creek. Water Quality best management practices will be used to meet both the TCEQ's 80% TSS removal requirements along with the City of Georgetown's 85% removal requirement. Detention will be provided to reduce developed flows to pre-developed conditions for the 2, 10, 25, and 100-yr storm events.

Drainage improvements include trench excavation and embankment, trench safety, piping, manholes, junction boxes, inlets, headwalls, channels, and associated outflow structures, testing, related earthwork, and erosion controls.

Parkland Improvements

The improvements to the parkland include the construction of a 10' wide paved hike and bike trail built to ADA standards along with associated benches and lighting. There will also be a network of bench cut, natural surface trails woven throughout the parkland/floodplain area.

Refer to Exhibits 3 through 6 for maps of the improvements.

Soft Costs

Costs related to designing, constructing, installing, and financing the PID Improvements, including land planning and design, City fees, engineering, soil testing, survey, construction management, legal fees, consultant fees, contingency, inspection fees, district formation costs, landscaping and other PID costs incurred and paid by the developer.

District Formation Costs –

District Formation Costs consist of the costs associated with forming the District, including, but not limited to, attorney fees, engineering costs, and any other cost or expense incurred by the City of the Developer directly associated with the establishment of the District.

Funding Sources –

There are no oversized improvement cost sharing or outside funding sources contributing to any portion of the MIA improvements. An Engineer's Opinion of Probable Cost (OPC) is included in Exhibit 7 with line-item descriptions of each improvement. Additionally, Exhibit 8 contains a schedule of construction for MIA improvements.

List of Attachments

- Exhibit 1 – MIA Boundary Map
- Exhibit 2 – MIA/District Legal Description
- Exhibit 3 – MIA Drainage Improvement Map
- Exhibit 4 – MIA Sanitary Improvement Map
- Exhibit 5 – MIA Water Improvement Map
- Exhibit 6 – MIA Paving Improvement Map
- Exhibit 7 – MIA Parkland Improvement Map
- Exhibit 8 – Engineer's Opinion of Probable Cost
- Exhibit 9 – Construction Schedule

Exhibit 1 – MIA Boundary Map

HEIRLOOM TRACT
REGIONAL LOCATION MAP



SCALE: 1" = 2000'
GRAPHIC SCALE IN FEET
0 1000' 2000' 4000'

LEGEND

PROPERTY BOUNDARY

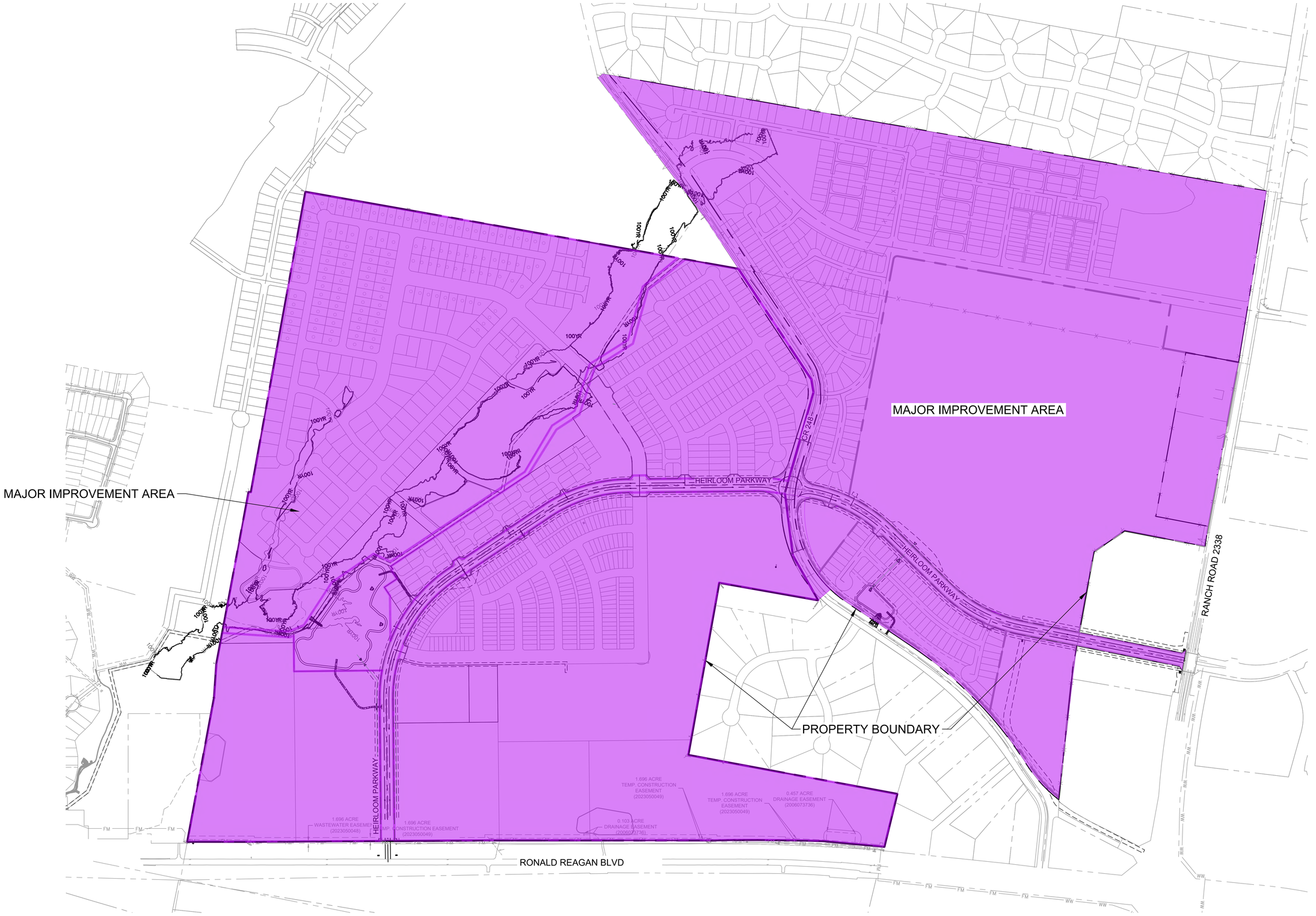
MAJOR IMPROVEMENT AREA

PROJECT:	1751-11937	DRAWN BY:	KEL
DATE:	5/11/2026	CHECKED BY:	NM

GRAY CIVIL, INC.
512-452-0371
gray-civil.com
8834 N. Capital of Texas Highway, Suite 140
5316 W. US Highway 290 Service Road, Suite 220
TBPELS FIRM #2946

I:\PROJECTS\1751 - COLUMBIAN LANDS\11937-HEIRLOOM TRACT - PRELIM PLAT AND PHASE 1\DACE\WIP\TBPDS EXHIBITS\REGIONAL LOCATION MAP.DWG DATE: 5/11/2026 4:24:51 PM BY: KTOVAR

HEIRLOOM TRACT
DISTRICT BOUNDARY / MAJOR IMPROVEMENT AREA EXHIBIT



SCALE: 1" = 300'
GRAPHIC SCALE IN FEET
0 150' 300' 600'

LEGEND

PROPERTY BOUNDARY

MAJOR IMPROVEMENT AREA

PROJECT:	1751-11937	DRAWN BY:	KEL
DATE:	8/13/2026	CHECKED BY:	NM

GRAY CIVIL, INC.
512-452-0371
gray-civil.com
8834 N. Capital of Texas Highway, Suite 140
5316 W. US Highway 290 Service Road, Suite 220
TBPELS FIRM #2946

H:\PROJECTS\1751-ZOLLINGER LAND\11937-HEIRLOOM TRACT - PRELIM PLAT AND PHASE 1\CAD\EXHIBITS\DISTRICT EXHIBITS\DISTRICT EXHIBIT - IMPROVEMENT MAPS.DWG DATE: 8/13/2026 9:52:29 AM BY: KTROHAR

Exhibit 2 – MIA/District Legal Description

Heirloom – PID Creation Resolution
Exhibit B

EARLY LAND SURVEYING, LLC
P.O. Box 92588, Austin, TX 78709
512-202-8631
earlysurveying.com
TBPELS Firm No. 10194487

361.943 ACRES
WILLIAMSON COUNTY, TEXAS

A DESCRIPTION OF 361.943 ACRES (APPROXIMATELY 15,766,246 SQ. FT.) IN THE CHARLES H. DELANEY SURVEY NO.11, ABSTRACT NO. 181 IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF A 362.01 ACRE TRACT CONVEYED TO GVM III, LLC IN A SPECIAL WARRANTY DEED DATED JANUARY 30, 2019 AND RECORDED IN DOCUMENT NO. 2019009671 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 361.943 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar found in the north right-of-way line of Ronald Reagan Boulevard (right-of-way width varies) as described in Document No. 2006073735 of the Official Public Records of Williamson County, Texas, being the southernmost southeast corner of the said 362.01 acre tract, being also the southwest corner of Lot 5, Block F, Wade Crossing Phase 1, a subdivision recorded in Cabinet T, Slide 61 of the Plat Records of Williamson County, Texas;

THENCE with the north right-of-way line of Ronald Reagan Boulevard and the south line of the said 362.01 acre tract, the following thirteen (13) courses and distances:

1. South 64°21'56" West, a distance of 61.85 feet to a 1/2" rebar with "RPLS 5784" cap found;

2. With a curve to the left, having a radius of 8650.00 feet, a delta angle of 04°26'04", an arc length of 669.48 feet, and a chord which bears South 62°20'34" West, a distance of 669.31 feet to a 1/2" rebar with "PBSJ" cap found;

3. North 30°06'18" West, a distance of 9.99 feet to a 1/2" rebar with "PBSJ" cap found;

4. With a curve to the left, having a radius of 8670.00 feet, a delta angle of 01°28'05", an arc length of 222.14 feet, and a chord which bears South 59°23'20" West, a distance of 222.14 feet to a 1/2" rebar with "RPLS 5784" cap found;

5. South 58°39'00" West, a distance of 254.37 feet to a 1/2" rebar with "PBSJ" cap found;

6. North 31°40'32" West, a distance of 9.94 feet to a 1/2" rebar with "PBSJ" cap found;

7. South 58°39'01" West, a distance of 1518.07 feet to a 1/2" rebar with "PBSJ" cap found;

8. South 31°34'30" East, a distance of 20.03 feet to a 1/2" rebar with "PBSJ" cap found;

9. South 58°39'20" West, a distance of 1706.47 feet to a 1/2" rebar with "PBSJ" cap found;

10. North 32°01'03" West, a distance of 9.97 feet to a 1/2" rebar with "PBSJ" cap found;

11. South 58°40'41" West, a distance of 382.01 feet to a 1/2" rebar with "PBSJ" cap found;

12. South 31°19'19" East, a distance of 10.14 feet a cotton spindle "Early Boundary" washer set;

13. South 58°40'41" West, a distance of 42.16 feet to a 1/2" rebar with "PBSJ" cap found for the southwest corner of said 362.01 acre tract, being the southeast corner of a 523.521 acre tract described in Document No. 2022010857 of the Official Public Records of Williamson County, Texas;

THENCE with the west line of said 362.01 acre tract and the east line of said 523.521 acre tract, the following six (6) courses and distances:

1. North 20°51'09" West, a distance of 1031.61 feet to a 1/2" rebar found in the west side of a live oak tree;

2. North 27°20'27" West, a distance of 238.87 feet to a 1/2" rebar with illegible cap found;

3. North 20°43'00" West, a distance of 451.23 feet to a 1/2" rebar with illegible cap found;

4. North 20°44'15" West, a distance of 766.10 feet to a 1/2" rebar with illegible cap found;

5. North 64°38'15" East, a distance of 15.94 feet to 1/2" rebar found;

6. North 21°03'54" West, a distance of 2128.29 feet to a 1/2" rebar with "RPLS 5784" cap found for the northwest corner of said 362.01 acre tract;

THENCE North 68°43'41" East, with the north line of the 362.01 acre tract and the south line of the 523.521 acre tract, passing a 1/2" rebar with "Bury" cap found at a distance of 729.11 feet and continuing for a total distance of 3065.64 feet to a 1/2" rebar found in the southwest right-of-way line of County Road 248, being the northeast corner of the said 362.01 acre tract, being the easternmost corner of the said 523.521 acre tract;

THENCE with the west right-of-way line of County Road 248 and the east line of the said 362.01 acre tract, the following five (5) courses and distances:

1. South 64°44'40" East, a distance of 923.60 feet to a 1/2" rebar found;
2. South 40°32'58" East, a distance of 91.06 feet to a 1/2" rebar found;
3. South 15°30'30" East, a distance of 728.47 feet to a 6" x 6" square metal fence post;
4. South 38°36'41" East, a distance of 440.03 feet to a 1/2" rebar found;
5. South 60°43'49" East, a distance of 359.07 feet to a 1/2" rebar in concrete found for a southeast corner of the said 362.01 acre tract, being an angle point in the north line of Lot 36, Block F, of said Wade Crossing Phase 1, from which a 1/2" rebar found for angle point in the south right-of-way line of County Road 248, being the northeast corner of Lot 36, bears North 14°44'57" East, a distance of 21.45 feet;

THENCE with the common line of the said 362.01 acre tract, said Wade Crossing Phase 1 and Wade Crossing Phase II, a subdivision recorded in Cabinet V, Slide 227 of the Plat Records of Williamson County, Texas, the following ten (10) courses and distances:

1. South 68°42'08" West, a distance of 700.14 feet to a 1/2" rebar with "Diamond" cap found for the northwest corner of said Lot 36, Block F, of said Wade Crossing Phase 1;
2. South 21°17'04" East, a distance of 160.18 feet to a 1/2" rebar found for the southwest corner of said Lot 36, being the northwest corner of Lot 32, Block F, of said Wade Crossing Phase II;
3. South 21°02'35" East, a distance of 157.37 feet to a 1/2" rebar with illegible cap found for the northwest corner of Lot 31, Block F, of said Wade Crossing Phase II;
4. South 21°13'20" East, a distance of 231.14 feet to a 1/2" rebar with illegible cap found for the southwest corner of said Lot 31, being the northwest corner of Lot 30, Block F, of said of said Wade Crossing Phase II;

5. South 21°10'18" East, a distance of 244.21 feet to a 1/2" rebar with illegible cap found for the southwest corner of said Lot 30, being the northwest corner of Lot 29, Block F, of said Wade Crossing Phase II;

6. South 21°13'23" East, a distance of 296.63 feet to a 1/2" rebar with illegible cap found for the southwest corner of said Lot 29;

7. South 21°15'05" East, a distance of 130.36 feet to a mag nail in concrete found for the southwest corner of Lot 28, Block F, of said Wade Crossing Phase II, from which a 1/2" rebar found, bears North 13°10'21" East, a distance of 0.72 feet;

8. North 69°15'03" East, a distance of 249.83 feet to a 1/2" rebar with illegible cap found for the southeast corner of said Lot 28, being the southwest corner of Lot 27, Block F, of said Wade Crossing Phase II;

9. North 69°12'00" East, a distance of 1231.49 feet to a 1/2" rebar found for the southeast corner of Lot 9, Block F, of said Wade Crossing Phase II;

10. South 17°40'36" East, a distance of 407.67 feet to the **POINT OF BEGINNING**, containing an area of 361.943 acres, more or less.

Surveyed on the ground on March 30, 2023

Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, utilizing the SmartNet North America Network.

Attachments: Survey Drawing No. 1093-002-BASE

3/31/23

Joe Ben Early, Jr. Date
Registered Professional Land Surveyor
State of Texas No. 6016



EARLY LAND SURVEYING, LLC
P.O. Box 92588, Austin, TX 78709
512-202-8631
earlysurveying.com
TBPELS Firm No. 10194487

112.041 ACRES
WILLIAMSON COUNTY, TEXAS

A DESCRIPTION OF 112.041 ACRES (APPROXIMATELY 4,880,523 SQ. FT.) IN THE C.H. DELANEY SURVEY NO. 11, ABSTRACT NO. 181 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 5, M.C. HAMILTON'S SUBDIVISION, A SUBDIVISION OF RECORD IN VOLUME 27, PAGE 137 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 113.5 ACRE TRACT CONVEYED TO EMZIE FISHER IN A DEED DATED APRIL 11, 1979 AND RECORDED IN VOLUME 756, PAGE 287 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAVE AND EXCEPT A 10,000 SQ. FT. TRACT DESCRIBED IN A MEMORANDUM OF PCS SITE AGREEMENT DATED APRIL 26, 2001, AND RECORDED IN DOCUMENT NO. 2001040420 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND AMENDED IN DOCUMENT NO. 2017027880 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 112.041 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a concrete highway monument found for a point of tangency in the west right-of-way line of Ranch Road 2338 (variable width right-of-way) as described in Volume 416, Page 60 of the Deed Records of Williamson County, Texas, and shown on TXDOT right-of-way strip map CSJ 2211-01-001, being in the south line of said 113.5 acre tract, same being the south line of said Lot 5, being also in the north line of a 50 acre tract described in Volume 353, Page 94 of the Deed Records of Williamson County, Texas;

THENCE South 69°10'58" West, with the south line of said 113.5 acre tract, same being the south line of said Lot 5, also being the north line of said 50 acre tract, a distance of 374.52 feet to a 1/2" rebar with "Steger Bizzell" cap found for the northernmost northeast corner of Lot 1, G.I.S.D. West Side, a subdivision of record in Document No. 2018043822 of the Official Public Records of Williamson County, Texas;

THENCE South 69°08'50" West, with the south line of said 113.5 acre tract, same being the south line of said Lot 5, also being the north line of said Lot 1, a distance of 1407.11 feet to a 1/2" rebar found;

THENCE South 69°20'01" West, continuing with the south line of said 113.5 acre tract, same being the south line of said Lot 5, also being the north line of said Lot 1, passing

at a distance of 1659.17 feet a 1/2" rebar with "Steger Bizzell" cap found in the east right-of-way line of County Road 248 (right-of-way width varies), being the northwest corner of said Lot 1, also being the northeast corner of a 1.43 acre right-of-way dedication shown on said G.I.S.D. West Side subdivision, passing at an additional distance of 23.47 feet a 1/2" rebar with "Steger Bizzell" cap found for the northwest corner of said 1.43 acre right-of-way dedication and continuing, in all, a total distance of 1730.44 feet to a calculated point in the center of the existing pavement of County Road 248;

THENCE with the centerline of the existing pavement of County Road 248, as approximated by the following courses and distances:

1. North 65°57'11" West, a distance of 456.27 feet to a calculated point;
2. North 67°52'24" West, a distance of 1147.05 feet to a calculated point;
3. North 60°21'36" West, a distance of 78.43 feet to a calculated point for the northwest corner of said 113.5 acre tract, being in the north line of said Lot 5;

THENCE North 68°39'29" East, with the north line of said 113.5 acre tract, same being the north line of said Lot 5, a distance of 45.32 feet to a bent 1/2" rebar found in the east right-of-way line of County Road 248, being the southeast corner of a right-of-way dedication shown on West Ridge Subdivision Section One, a subdivision of record in Cabinet P, Slide 358 of the Plat Records of Williamson County, Texas, also being the southwest corner of Block B of said West Ridge Subdivision Section One;

THENCE North 68°39'29" East, with the north line of said 113.5 acre tract, same being the north line of said Lot 5, and the south line of said Block B, West Ridge Subdivision Section One, and Block B, West Ridge Subdivision Section Two, a subdivision of record in Cabinet Q, Slide 82, of the Plat Records of Williamson County, Texas, and Block B, West Ridge Subdivision Section Three, a subdivision of record in Cabinet Q, Slide 84, of the Plat Records of Williamson County, Texas, and Block B, West Ridge Subdivision Section Four, a subdivision of record in Cabinet Q, Slide 311, of the Plat Records of Williamson County, Texas, a distance of 4632.80 feet to a calculated point for an angle point in the west right-of-way line of Ranch Road 2338, being the southwest corner of a 20' right-of-way dedication shown on said West Ridge Subdivision Section Four;

THENCE North 68°39'29" East, with the right-of-way line of Ranch Road 2338 and the north line of said 113.5 acre tract, same being the north line of said Lot 5, passing at a distance of 18.99 feet to 1/2" rebar found, and continuing, in all, a total distance of 20.00 feet to a calculated point for an angle point in the west right-of-way line of Ranch Road 2338, from which:

- a concrete highway monument found for a point of tangency in the west right-of way line of Ranch Road 2338, bears North 22°14'26" West, a distance of 1814.24 feet,

- a concrete highway monument found in the east right-of-way line of Ranch Road 2338, bears North 22°14'26" West, a distance of 63.67 feet, and North 67°45'34" East, a distance of 80.00 feet;

THENCE crossing said 113.5 acre tract with the west right-of-way line of Ranch Road 2338, the following courses and distances:

1. South 22°14'26" East, a distance of 962.43 feet to a calculated point for a point of curvature, from which a disturbed concrete highway monument found, bears South 67°45'34" West, a distance of 1.30 feet;

2. With a curve to the right, having a radius of 11419.16 feet, a delta angle of 01°14'47", an arc length of 248.41 feet, and a chord which bears South 21°33'43" East, a distance of 248.40 feet to the **POINT OF BEGINNING**, containing an area of 112.271 acres, for a net acreage of 112.041 acres of land, more or less, *of which approximately 1.375 acres lies between the fence and the center of the existing pavement of County Road 248.*

SAVE AND EXCEPT TRACT

A DESCRIPTION OF 10,000 SQ. FT. IN THE C.H. DELANEY SURVEY NO. 11, ABSTRACT NO. 181 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 5, M.C. HAMILTON'S SUBDIVISION, A SUBDIVISION OF RECORD IN VOLUME 27, PAGE 137 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 113.5 ACRE TRACT CONVEYED TO EMZIE FISHER IN A DEED DATED APRIL 11, 1979 AND RECORDED IN VOLUME 756, PAGE 287 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS AND BEING ALL OF A 10,000 SQ. FT. TRACT DESCRIBED IN A MEMORANDUM OF PCS SITE AGREEMENT DATED APRIL 26, 2001, AND RECORDED IN DOCUMENT NO. 2001040420 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND AMENDED IN DOCUMENT NO. 2017027880 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 10,000 SQ. FT. MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a bent 1/2" rebar found in the east right-of-way line of County Road 248, being the southeast corner of a right-of-way dedication shown on West Ridge Subdivision Section One, a subdivision of record in Cabinet P, Slide 358 of the Plat Records of Williamson County, Texas, being the southwest corner of Lot 4, Block B of the said West Ridge Subdivision Section One, being also in the north line of the said 113.5 acre tract;

THENCE South 67°22'36" East, crossing the said 113.5 acre tract, a distance of 1307.76 feet to a 5/8" rebar with "Cobb Fendley Associates" cap found for **THE POINT OF BEGINNING**, being the apparent west corner of the said 10,000 sq. ft. tract;

THENCE continuing across the said 113.5 acre tract with the apparent perimeter of the said 10,000 sq. ft. tract, the following courses and distances:

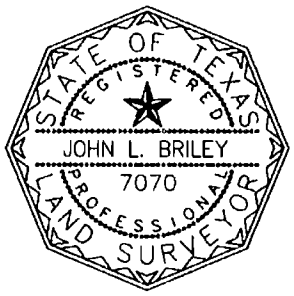
1. North 22°37'24" East, a distance of 100.00 feet to a calculated point;
2. South 67°22'36" East, a distance of 100.00 feet to a 5/8" rebar with "Cobb Fendley Associates" cap found;
3. South 22°37'24" West, a distance of 100.00 feet to a calculated point, from which a 1/2" rebar with "Steger Bizzell" cap found in the east right-of-way line of County Road 248 (right-of-way width varies), being the northwest corner of Lot 1, G.I.S.D. West Side, a subdivision of record in Document No. 2018043822 of the Official Public Records of Williamson County, Texas, being the northeast corner of a 1.43 acre right-of-way dedication shown on the said G.I.S.D. West Side subdivision, also being in the south line of the said 113.5 acre tract bears, South 68°38'13" East, a distance of 292.54 feet;
4. North 67°22'36" West, a distance of 100.00 feet the **POINT OF BEGINNING**, containing 10,000 sq. ft., more or less.

Surveyed on the ground on December 30, 2024.

Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, utilizing the SmartNet North America Network.

Attachments: Survey Drawing No. 1093-002-BASE-125 AC

01/02/2025
John L. Briley Date
Registered Professional Land Surveyor
State of Texas No. 7070



GISD Property
[See next 8 pages]

BEING 98.38 acres of land, situated in the Charles H. Delaney Survey, Abstract No. 181, in Williamson County, Texas, said land being a portion of that certain tract of land, called 132.42 acres, as conveyed to Willrae Partners I, Ltd. by deed recorded as Document No. 2004067447 of the Official Records of Williamson County, Texas. Surveyed on the ground in the month of December, 2005, under the supervision of Brian F. Peterson, Registered Professional Land Surveyor, and being more particularly described as follows;

BEGINNING at an iron pin found on the west line of Farm to Market Highway No. 2338, marking the most easterly Northeast corner of the above-referenced Willrae Partners I, Ltd. tract, being the occupied Southeast corner of that certain tract of land, called 50 acres, as conveyed to Emzie Lee Fisher and wife, Elzora Fisher, by deed as recorded in Volume 353, Page 94, of the Deed Records of Williamson County, Texas, for the most easterly Northeast corner hereof;

THENCE, along the said west line of F.M. Highway No. 2338, being an easterly line of the said Willrae Partners I, Ltd. tract, S 20° 59' 45" E, 140.01 feet to an iron pin set for the most northerly Southeast corner hereof;

THENCE, S 69° 36' 15" W, 565.00 feet to an iron pin set for an interior corner hereof;

THENCE, S 24° 18' 15" W, 260.32 feet to an iron pin set for an interior corner hereof;

THENCE, S 20° 59' 45" E, 815.00 feet to an iron pin set; and S 25° 10' 15" E, 944.38 feet to an iron pin set on the north line of County Road No. 248, being the south line of the said Willrae Partners I, Ltd. tract, for the most southerly Southeast corner hereof;

THENCE, along the north and east line of County Road No. 248, being the south and west line of the said Willrae Partners I, Ltd. tract, as follows; N 86° 19' 30" W, 26.23 feet to an iron pin found; N 82° 15' 30" W, 120.16 feet to an iron pin found; N 69° 37' 30" W, 134.82 feet, to an iron pin found; N 65° 08' W, 230.89 feet to an iron pin found; N 68° 34' W, 207.37 feet to an iron pin found at a 10" Hackberry; N 72° 09' 30" W, 270.16 feet to an iron pin found at an 8" Hackberry; N 82° 40' 45" W, 414.51 feet to an iron pin found; N 87° 18' 30" W, 789.19 feet to an iron pin found at a 4" Live Oak; N 77° 36' W, 53.97 feet to an iron pin found; N 63° 23' 15" W, 279.77 feet to an iron pin found; N 51° 54' 15" W, 77.46 feet to an iron pin found; N 38° 08' 30" W, 259.64 feet to an iron pin found at an 8" Live Oak; N 31° 52' 15" W, 64.78 feet to an iron pin found; N 19° 53' W, 223.39 feet to an iron pin found; N 12° 48' 45" W, 198.09 feet to an iron pin found at an 8" Live Oak; N 15° 03' 15" W, 314.92 feet to an iron pin found; N 33° 51' 15" W, 73.71 feet to an iron pin found; N 44° 52' W, 48.30 feet to an iron pin found; N 57° 54' 30" W, 66.91 feet to an iron pin found; N 64° 39' W, 447.55 feet to an iron pin found and N 65° 09' W, 371.07 feet to an iron pin found for the Northwest corner of the said Willrae Partners I, Ltd. tract, being the Southwest corner of that certain tract of land, called 113.50 acres, as conveyed to Emzie Lee Fisher by deed as recorded in Volume 756, Page 287, of the Deed Records of Williamson County, Texas, for the Northwest corner hereof;

THENCE, along the south line of the said 113.50 acre Fisher tract, N 69° 20' E, 1,682.59 feet to an iron pin found marking the most northerly Northeast corner of the said Willrae Partners I, Ltd. tract, for the most northerly Northeast corner hereof;

THENCE, with a fence, along an easterly line of the said Willrae Partners I, Ltd. tract, being the west line of the said 50 acre Fisher tract, as follows; S 14° 54' 15" E, 295.09 feet to a 40d nail found; S 14° 07' 45" E, 185.57 feet to a 40d nail found at a railroad tie post; S 18° 39' 15" E, 80.97 feet to a 40d nail found; S 20° 00' 45" E, 64.09 feet to a 40d nail found; S 21° 35' 45" E, 106.19 feet to a 40d nail found at a 32" Live Oak; S 20° 29' E, 280.39 feet to a 40d nail found and S 20° 59' 45" E, 141.06 feet to an iron pin found marking an interior corner of the said Willrae Partners I, Ltd. tract, being the Southwest corner of the said 50 acre Fisher tract, for an interior corner hereof;

THENCE, N 69° 36' 15" E, 1,841.06 feet to the Place of BEGINNING and containing 98.38 acres of land.

DESCRIPTION OF 1.63 ACRES OF LAND

DESCRIPTION OF A 1.63 ACRE TRACT OF LAND LOCATED IN THE CHARLES H. DULANEY SURVEY NO. 2, ABSTRACT NO. 181, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN CALLED 34.124 ACRE TRACT OF LAND CONVEYED TO TROOP DURGIN WRIGHT PROPERTIES, LP, BY WARRANTY DEED OF RECORD IN DOCUMENT NUMBER 2016000533, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (OPR), SAID 1.63 ACRE TRACT OF LAND BEING SURVEYED ON THE GROUND IN JANUARY, 2023, UNDER THE DIRECT SUPERVISION OF PATRICK J. STEVENS, RPLS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2-inch iron set with cap stamped "STEGER BIZZELL" set in the east boundary line of said 34.124 acre tract, and in the west right of way of Ranch Road 2338, a right of way of variable width of record in Volume 416, Page 60, of the deed records of Williamson County, Texas (DR), for the southeast corner and **POINT OF BEGINNING** of the herein described tract, from which a 1/2-inch iron rod with cap stamped "PBS&J" found in the west line of said Ranch Road 2338 for an easterly corner of said 34.124 acre tract lies South 20°59'34" East, a distance of 158.26 feet;

THENCE, over and across said 34.124 acre tract, North 66°02'25" West, a distance of 35.33 feet to a 1/2-inch iron set with cap stamped "STEGER BIZZELL", and South 69°58'39" West, a distance of 724.89 feet to a cotton spindle set with washer stamped "STEGER BIZZELL" in the east boundary line of that certain called 98.38 acre tract of land conveyed to Georgetown Independent School District by Warranty Deed of record in Document Number 2006075903, OPR, for the southwest corner of the herein described tract, from which a 1/2-inch iron set with cap stamped "STEGER BIZZELL" in the east line of said 98.38 acre tract for a westerly corner of said 34.124 acre tract lies South 20°59'38" East, a distance of 149.72 feet;

THENCE, North 20°59'38" West, a distance of 94.01 feet to a 1/2-inch iron set with cap stamped "STEGER BIZZELL" in the east line of said 98.38 acre tract and in the west line of said 34.124 acre tract for the northwest corner of the herein described tract;

THENCE, over and across said 34.124 acre tract, North 69°58'39" East, a distance of 724.90 feet to a 1/2-inch iron set with cap stamped "STEGER BIZZELL", and North 24°05'34" East, a distance of 35.30 feet to a 1/2-inch iron set with cap stamped "STEGER BIZZELL" in the east line of said 34.124 acre tract, and in the west line of said Ranch Road 2338, for the northeast corner of the herein described tract;

THENCE, with the east line of said 34.124 acre tract, same being the west line of said Ranch Road 2338, South 20°59'34" East, a distance of 143.90 feet to the **POINT OF BEGINNING,** and containing 1.63 acres of land, more or less, within these metes and bounds.

Bearings are based on the Texas Coordinate System of 1983, Central Zone (NAD_83 (2011)). All distances shown hereon are grid values represented in U.S. Survey Feet.

The foregoing metes and bounds description and survey on which it is based is accompanied by and a part of a sketch of the subject tract.

I certify that this description was prepared from an on the ground survey made in January, 2023, by me or under my supervision.

Steger & Bizzell Engineering Inc.

2-3-23



Patrick J. Stevens, RPLS
Texas Reg. No. 5784
1978 South Austin Avenue
Georgetown, Texas 78626
(512) 930-9412
TBPELS Firm No. 10003700

P:\22000-22999\22923 GISD Troop 1_74ac\Survey Data\Descriptions\22923-GISD TROOP ROW-GRID.docx

DESCRIPTION OF

DESCRIPTION OF A 38.53 ACRE TRACT OF LAND LOCATED IN THE C.H. DILANEY SURVEY, ABSTRACT 181, WILLIAMSON COUNTY, TEXAS, BEING OUT OF THAT CERTAIN 50 ACRE TRACT OF LAND CONVEYED TO EMZIE LEE FISHER, ET UX, BY WARRANTY DEED OF RECORD IN VOLUME 354, PAGE 94, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 38.53 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, at a 1/2 inch iron rod found on the west right-of-way line of RM 2338, also known as Williams Drive, an 80.00 foot wide roadway, as dedicated in Volume 416, Page 60, said Deed Records, at its intersection with the south line of said 50 acre tract of land, for the eastern most northeast corner of that certain 98.38 acre tract of land conveyed to the Georgetown Independent School District by Warranty Deed of record in Document No. 2006075903, of the Official Public Records of Williamson County, Texas, from which point a 1/2 inch iron rod with cap stamped "5784" found on said west right-of-way line of RM 2338, for the eastern most southeast corner of said 98.38 ac tract of land, same point being the northeast corner of that certain 34.124 acre tract of land conveyed to Troop Durgin Wright Properties, LP, by Special Warranty Deed of record in Document No. 2016000533, said Official Public Records bears South 21°01'00" East, with said right-of-way, a distance of 139.94 feet;

THENCE, South 69°36'44" West, with said south line of the 50 acre tract, same line being a north line of said 98.38 acre tract, a distance of 374.52 feet to a 1/2 inch iron rod with cap stamped "STEGER BIZZELL" set for the southeast corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, South 69°36'44" West, continuing with the common line of the 50 acre tract and the 98.38 acre tract, a distance of 1466.64 feet, to a 1/2 inch iron rod found for the southwest corner of said 50 acre tract, same point being an interior corner of said 98.38 acre tract of land, and for the southwest corner of the herein described tract;

THENCE, with the west line of said 50 acre tract, same line being an east line of said 98.38 acre tract, the following seven (7) courses and distances:

1. North 20°59'16" West, a distance of 141.06 feet, to a 1/2 inch iron rod with cap stamped "STEGER BIZZELL" set;
2. North 20°29'49" West, a distance of 280.19 feet to a 40d nail in a fence post found;
3. North 21°33'45" West, a distance of 106.02 feet, to a 40d nail in a fence post found;
4. North 20°04'23" West, a distance of 64.17 feet, to a 40d nail in a fence post found;

RECORDERS MEMORANDUM

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

5. North 18°37'34" West, a distance of 80.98 feet, to a 1/2 inch iron rod with cap stamped "STEGER BIZZELL" set;
6. North 14°06'04" West, a distance of 185.59 feet, to a 40d nail in a fence post found;
7. North 14°53'55" West, a distance of 295.09 feet, to a 1/2 inch iron rod found on the south line of that certain 113.5 acre tract of land conveyed to Emzie Lee Fisher by deed of record in Volume 756, Page 287, said Deed Records, for the northwest corner of said 50 acre tract, same point being the northern most northeast corner of said 98.38 acre tract of land, and for the northwest corner of the herein described tract;

THENCE, North 69°09'19" East, with the north line of said 50 acre tract, same line being said south line of the 113.5 acre tract of land, a distance of 1407.10 feet, to a /2 inch iron rod with cap stamped "STEGER BIZZELL" set for the northeast corner of the herein described tract, from which point a Texas Department of Transportation concrete monument with brass disc (TxDOT Type II) found on said west right-of-way line of RM 2338, bears North 69°09'19" East, a distance of 374.50 feet;

THENCE, South 20°59'55" East, severing said 50 acre tract, a distance of 1161.85 feet, to the **POINT OF BEGINNING**, and containing 38.53 acres of land, more or less, within these metes and bounds.

Bearings are based on the Texas Coordinate System of 1983, Central Zone (NAD_83 (2011)). All distances shown hereon are surface values represented in U.S. Survey Feet based on a Grid-to-Surface Combined Adjustment Factor of 1.00015.

The forgoing metes and bounds description and survey on which it is based is accompanied by and a part of survey map of the subject tract.

I certify that this description was prepared from a survey made on the ground in/on June and July 2017, under my supervision.

Steger & Bizzell Engineering Inc.

07/05/17

Miguel A. Escobar, LSLS, RPLS
Texas Reg. No. 5630
1978 South Austin Avenue
Georgetown, Texas 78626
(512) 930-9412
TBPLS Firm No. 10003700

STATE OF TEXAS
REGISTERED
MIGUEL ANGEL ESCOBAR
5630
PROFESSIONAL
LAND SURVEYOR

P:\22000-22999\22534 GISD_Fisher\Survey Data\Descriptions\22534-m&b-GISD Fisher Tract.docx

1978 S. Austin Ave
Georgetown, TX 78626

EARLY LAND SURVEYING, LLC
P.O. Box 92588, Austin, TX 78709
512-202-8631
earlysurveying.com
TBPELS Firm No. 10194487

10.001 ACRES
WILLIAMSON COUNTY, TEXAS

A DESCRIPTION OF 10.001 ACRES (APPROXIMATELY 435,639 SQ. FT.) IN THE C.H. DELANEY SURVEY NO. 11, ABSTRACT NO. 181 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 50 ACRE TRACT CONVEYED TO EMZIE AND ELZORA FISHER IN A WARRANTY DEED DATED NOVEMBER 5, 1948 AND RECORDED IN VOLUME 353, PAGE 94 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 10.001 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a concrete highway monument found for a point of tangency in the west right-of-way line of Ranch Road 2338 (variable width right-of-way) as described in Volume 416, Page 60 of the Deed Records of Williamson County, Texas, and shown on TXDOT right-of-way strip map CSJ 2211-01-001, being in the north line of said 50 acre tract, also being in the south line of a 113.5 acre tract described in Volume 756, Page 287 of the Deed Records of Williamson County, Texas, same being the south line of Lot 5 of M.C. Hamilton's Subdivision, a subdivision of record in Volume 27, Page 137 of the Deed Records of Williamson County, Texas, from which a concrete highway monument found in the east right-of-way line of Ranch Road 2338, bears North 69°31'35" East, a distance of 80.00 feet;

THENCE South 20°59'36" East, with the west right-of-way line of Ranch Road 2338, crossing said 50 acre tract, a distance of 1164.60 feet to a 1/2" rebar with "Early Boundary" cap set for an angle point in the west right-of-way line of Ranch Road 2338, being in the south line of said 50 acre tract, being the northeast corner of a 3,848 sq. ft. right-of-way dedication shown on the G.I.S.D. West Side, a subdivision of record in Document No. 2018043822 of the Official Public Records of Williamson County, Texas, from which a 1/2" rebar with "Steger Bizzell" cap found for the southeast corner of said 3,848 sq. ft. right-of-way dedication, bears South 20°59'36" East, a distance of 139.94 feet;

THENCE South 69°37'24" West, with the right-of-way line of Ranch Road 2338, same being the north line of said 3,848 sq. ft. right-of-way dedication, also being the south line of said 50 acre tract, a distance of 27.50 feet to a 1/2" rebar with "Early Boundary" cap set for the easternmost northeast corner of Lot 1, Block A of said G.I.S.D. West Side, being the northwest corner of said 3,848 sq. ft. right-of-way dedication;

THENCE South 69°37'24" West, with the south line of said 50 acre tract and a north line of said Lot 1, a distance of 347.07 feet to a 1/2" rebar with "Steger Bizzell" cap found for an interior corner of said Lot 1;

THENCE North 20°59'31" West, crossing said 50 acre tract with an east line of said Lot 1, a distance of 1161.72 feet to a 1/2" rebar with "Steger Bizzell" cap found in the north line of said 50 acre tract, being the northernmost northeast corner of said Lot 1, being also in the south line of said 113 5 acre tract, same being the south line of said Lot 5;

THENCE North 69°10'58" East, with the north line of said 50 acre tract, and the south line of said 113.5 acre tract, same being the south line of said Lot 5, a distance of 374.52 feet to the **POINT OF BEGINNING**, containing an area of 10.001 acres, more or less.

Surveyed on the ground on August 28, 2024.

Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, utilizing the SmartNet North America Network.

Attachments: Survey Drawing No. 1093-002-125AC

08-30-24

John L. Briley Date
Registered Professional Land Surveyor
State of Texas No. 7070

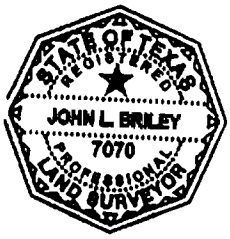


Exhibit 3 – MIA Drainage Improvement Map

HEIRLOOM TRACT
DRAINAGE IMPROVEMENT MAP

SCALE: 1" = 200'
GRAPHIC SCALE IN FEET
0 100' 200' 400'

LEGEND

- PROPERTY BOUNDARY
- AREA OF IMPROVEMENT #1
- SD — STORM LINE

HEIRLOOM PARKWAY
CR 248
STORM LINE D
CHANNEL D
HEIRLOOM PARKWAY
STORM CHANNEL F
STORM LINE F
POND H
STORM LINE E
CHANNEL C
COUNTY ROAD 8238
CHANNEL E
POND
STORM LINE C
STORM LINE A
STORM LINE B
CHANNEL B SOUTH
CHANNEL B NORTH
HEIRLOOM PARKWAY
1.696 ACRE WASTEWATER EASEMENT (2023050048)
1.696 ACRE TEMP. CONSTRUCTION EASEMENT (2023050049)
0.103 ACRE DRAINAGE EASEMENT (2006073736)
1.696 ACRE TEMP. CONSTRUCTION EASEMENT (2023050049)
1.696 ACRE TEMP. CONSTRUCTION EASEMENT (2023050049)
0.457 ACRE DRAINAGE EASEMENT (2006073736)

PROJECT: 1751-11937	DRAWN BY: KEL
DATE: 6/18/2026	CHECKED BY: NM

GRAY CIVIL, INC.
512-452-0371
gray-civil.com
8834 N. Capital of Texas Highway, Suite 140
5316 W. US Highway 290 Service Road, Suite 220
TBPELS FIRM #2946

I:\PROJECTS\2021\...\COLUMBIAN LAND\11937 HEIRLOOM TRACT - PRELIM PLAT AND PHASE 1\CAD\EXHIBITS\PSD\ EXHIBIT\UTILITY - IMPROVEMENT MAPS.DWG DATE: 6/18/2026 10:21:20 PM BY: STEVAR

Exhibit 4 – MIA Sanitary Improvement Map

HEIRLOOM TRACT
SANITARY IMPROVEMENT MAP

WASTEWATER LINE A

WASTEWATER LINE A

WASTEWATER LINE B

WASTEWATER LINE D

HEIRLOOM PARKWAY

HEIRLOOM PARKWAY

CR 248

RONALD REAGAN BOULEVARD

RONALD REAGAN BOULEVARD

RONALD REAGAN BOULEVARD

1.696 ACRE
WASTEWATER EASEMENT
(2023050048)

1.696 ACRE
TEMP. CONSTRUCTION EASEMENT
(2023050049)

1.696 ACRE
TEMP. CONSTRUCTION EASEMENT
(2023050049)

1.696 ACRE
TEMP. CONSTRUCTION EASEMENT
(2023050049)

0.103 ACRE
DRAINAGE EASEMENT
(2006073736)

0.457 ACRE
DRAINAGE EASEMENT
(2006073736)

BM #1

SCALE: 1" = 200'
GRAPHIC SCALE IN FEET
0 100' 200' 400'

LEGEND

- PROPERTY BOUNDARY
- AREA OF IMPROVEMENT #1
- WW — WASTEWATER LINE

PROJECT: 1751-11937	DRAWN BY: KEL
DATE: 6/18/2026	CHECKED BY: NM

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W:\PROJECTS\1751 - COLEMAN RANCH\1937 HEIRLOOM TRACT - PRELIM PLAT AND PHASE 1\CAD\EXHIBITS\PSI CONSTRUCTION\1751-11937 - IMPROVEMENT MAP.DWG, DATE: 6/18/2026 11:36:49 AM, BY: OTOVAR

Exhibit 5 – MIA Water Improvement Map

HEIRLOOM TRACT WATER IMPROVEMENT MAP



PROJECT:	1751-11937	DRAWN BY:	KEL
DATE:	6/18/2026	CHECKED BY:	NM

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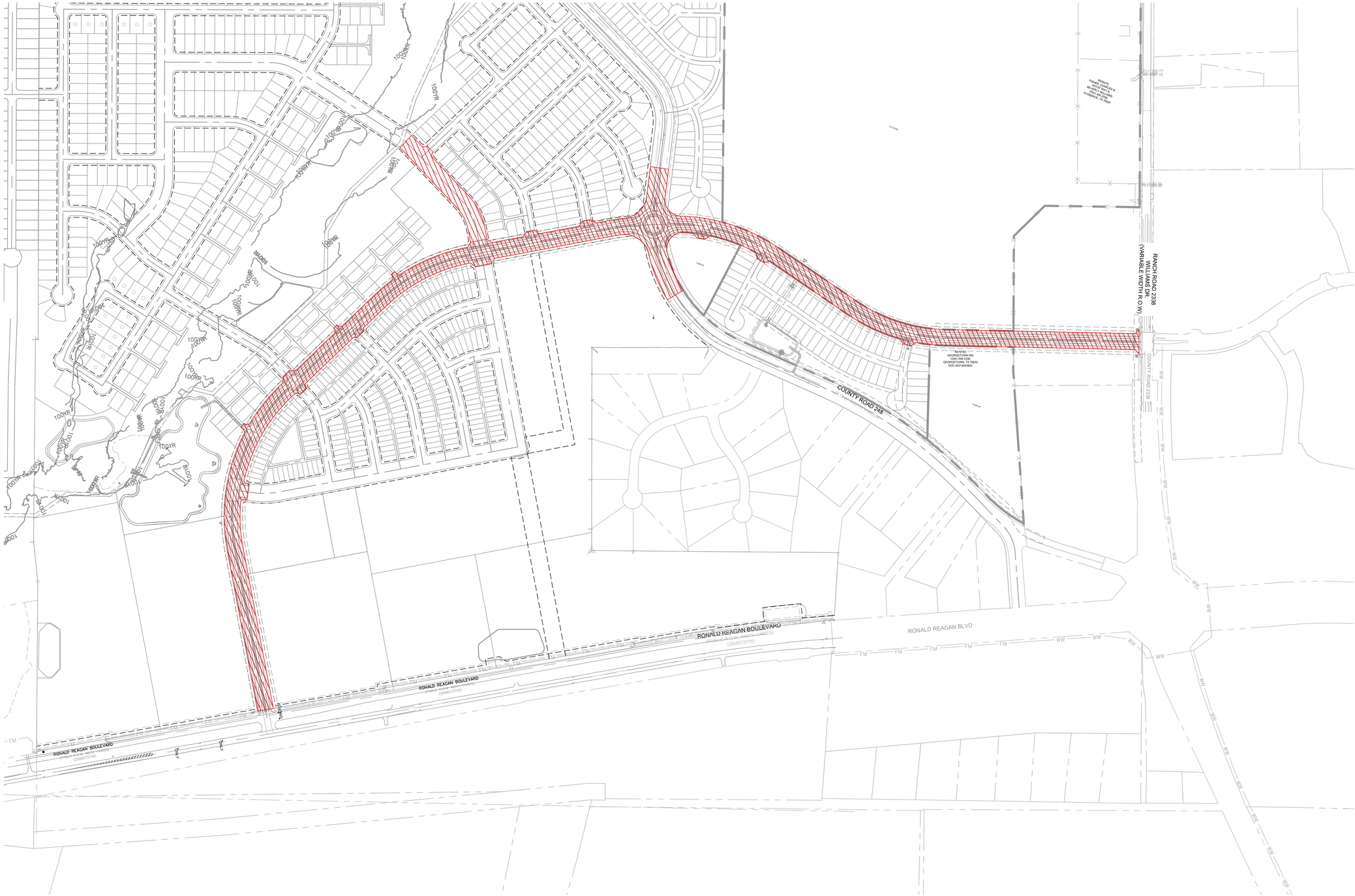
H:\PROJECTS\1751 - COLUMBUS LAND\1937-HEIRLOOM TRACT - PRELIM PLAT AND PHASE 1\CAD\EXHIBITS\PDS EXHIBIT\UTILITY IMPROVEMENT MAPS.DWG, DATE: 6/18/2026 11:15:32 AM, BY: DTOVAR

Exhibit 6 – MIA Paving Improvement Map

HEIRLOOM TRACT PAVEMENT IMPROVEMENT MAP



SCALE: 1" = 200'
GRAPHIC SCALE IN FEET
0 100' 200' 400'

LEGEND

- PROPERTY BOUNDARY
- AREA OF IMPROVEMENT #1
- PAVING IMPROVEMENTS

PROJECT:	1751-11937	DRAWN BY:	KEL
DATE:	6/18/2026	CHECKED BY:	NM

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TBPELS FIRM #2946

I:\PROJECTS\1751 - COLUMNAR LAND\11937 HEIRLOOM TRACT - PRELIM PLAT AND PHASE 1\CAD\EXHIBITS\PVD EXHIBIT\PAVING IMPROVEMENT MAP.DWG, DATE: 6/18/2026 10:47:31 AM, BY: OTOVAR

Exhibit 7 – MIA Parkland Improvement Map

R010295
JDS RR LLC
GOLDEN SAGE AVE,
GEORGETOWN, TX 78633
DOC.#2022010857
AFFIDAVIT OF CORRECTION
DOC.#2022053696

R039376
HEIRLOOM EAST TX, LLC
1050 CR248, GEORGETOWN, TX 78633

R660921
WILLIAMSON COUNTY ESD #7
1055 CR 248, GEORGETOWN, TX 78633
DOC.#2024017870

COUNTY ROAD 248

R010295
JDS RR LLC
GOLDEN SAGE AVE,
GEORGETOWN, TX 78633
DOC.#2022010857
AFFIDAVIT OF CORRECTION
DOC.#2022053696

LOT 45
PARKLAND
15.668
AC.

EXISTING CREEK

HEIRLOOM PARKWAY

LOT 9
PARKLAND
11.216 AC.

1
GC
TOWN CENTER
4.90 AC.

2
PARKLAND
TOWN CENTER
1.84 AC.

R652908
JDS RR LLC
GOLDEN SAGE AVE,
GEORGETOWN, TX 78633
DOC.#2023078970

R039364
HEIRLOOM TX LLC
751 CR 248, GEORGETOWN
78633

100YR

SCALE: 1" = 250'
GRAPHIC SCALE IN FEET
0 125' 250' 500'

PARKLAND	11.2114
PARKLAND/FLOODPLAIN	17.5098
TOTAL	**28.7211**

LEGEND

- PROPERTY BOUNDARY
- PHASE BOUNDARY
- PROPOSED STREET CENTERLINE
- PROPOSED LOT LINE
- 100YR — EXISTING 100-YR FLOODPLAIN, PER GC STUDY
- PARKLAND
- PARKLAND/FLOODPLAIN

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5316 W. US Highway 290 Service Road, Suite 220
TBPELS FIRM #2946
GRAY

NO.	BY	DATE	REVISION DESCRIPTION

PHASE 01 PARKLANDS EXHIBIT

HEIRLOOM TRACT WEST
PRELIMINARY PLAT
WILLIAMSON COUNTY, TX

PROJECT NO: 11937
DESIGNED BY: OAT
DRAWN BY: OAT
CHECKED BY: NM

NOTICE:
ALTERATION OF A SEALED DRAWING WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS A VIOLATION OF THE TEXAS ENGINEERING PRACTICE ACT.

FOR REVIEW. THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF REVIEW UNDER THE AUTHORITY OF NICK MARINO 146339 ON SEPTEMBER 08, 2025. IT IS NOT TO USED FOR BIDDING, PERMIT OR CONSTRUCTION

SHEET 01 OF 01

H:\PROJECTS\1751 - COLUMNAR LAND\11937 HEIRLOOM TRACT - PRELIM PLAT AND PHASE 1\CAD\EXHIBITS\11937-PARKLANDS EXHIBIT.DWG DATE: 8/17/2026 2:23:16 PM BY: OTOVAR

Exhibit 8 – Engineer's Opinion of Probable Cost

HEIRLOOM PHASE 1
ENGINEER'S OPINION OF
PROBABLE CONSTRUCTION COSTS

PROJECT: HEIRLOOM PHASE 1 BY: NM
BASED ON: Construction Plans DATE: 08/17/26
PREPARED BY: GRAY CIVIL INC. SF LOTS 0

STREET IMPROVEMENTS

ITEM	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
1	SUBGRADE PREPARATION	60,491	SY	$2.20	$133,080.20
2	SUBGRADE PREPARATION (ADD/ALT)	5,219	SY	$2.00	$10,438.00
3	8" COMPACTED FLEX BASE MATERIAL	1,717	SY	$12.00	$20,604.00
4	8" COMPACTED FLEX BASE MATERIAL (ADD/ALT)	171	SY	$10.50	$1,795.50
5	10" COMPACTED FLEX BASE MATERIAL	1,236	SY	$9.00	$11,124.00
6	10" COMPACTED FLEX BASE MATERIAL (ADD/ALT)	5,048	SY	$11.00	$55,528.00
7	14" COMPACTED FLEX BASE MATERIAL	51,229	SY	$15.25	$781,242.25
8	16" COMPACTED FLEX BASE MATERIAL	6,309	SY	$12.50	$78,862.50
9	2" HMAC PAVEMENT	38,800	SY	$14.50	$562,600.00
10	2" HMAC PAVEMENT (ADD/ALT)	3,430	SY	$14.50	$49,735.00
11	4" HMAC PAVEMENT	4,267	SY	$21.50	$91,740.50
12	6" CONCRETE PAVEMENT (ALLEY)	541	SY	$91.00	$49,231.00
13	STANDARD 6" CONCRETE CURB & GUTTER	14,437	LF	$22.00	$317,614.00
14	STANDARD 6" CONCRETE CURB & GUTTER (ADD/ALT)	1,576	LF	$22.00	$34,672.00
15	RIBBON CURB	1,365	LF	$30.50	$41,632.50
16	6" CURB & GUTTER (SPILL) CURB	14,028	LF	$21.00	$294,588.00
17	6" CURB & GUTTER (SPILL) CURB (ADD/ALT)	1,573	LF	$20.00	$31,460.00
18	MOUNTABLE CURB AND GUTTER	421	LF	$47.00	$19,787.00
19	PEDESTRIAN RAMPS	70	EA	$1,817.00	$127,190.00
20	PEDESTRIAN RAMPS (ADD/ALT)	6	EA	$1,554.00	$9,324.00
21	5' CONCRETE SIDEWALK	433	SY	$58.00	$25,114.00
22	5' CONCRETE SIDEWALK (ADD/ALT)	543	SY	$63.00	$34,209.00
23	10' CONCRETE SIDEWALK	16,136	SY	$53.00	$855,208.00
24	8" CONCRETE ROUNDABOUT TRUCK APRON	573	SY	$215.00	$123,195.00
25	CONCRETE VALLEY GUTTER	10	EA	$7,100.00	$71,000.00
26	COLLECTOR STREET CONCRETE VALLEY GUTTER	3	EA	$9,940.00	$29,820.00
27	TYPE II DRIVEWAY (ADD/ALT)	1	EA	$2,420.00	$2,420.00
28	STREET END BARRICADES	15	EA	$1,246.00	$18,690.00
29	STREET END BARRICADES (ADD/ALT)	2	EA	$1,221.00	$2,442.00
30	SAW CUT AND TIE INTO EXISTING PAVEMENT	4	EA	$45.50	$182.00
31	TRAFFIC CONTROL PLAN	1	LS	$5,209.00	$5,209.00
32	TRAFFIC SIGNAGE	1	LS	$26,906.00	$26,906.00
33	TRAFFIC SIGNAGE (ADD/ALT)	1	LS	$1,230.00	$1,230.00
	SUB-TOTAL STREET IMPROVEMENTS				**$3,917,873.45**

SIGNALIZED INTERSECTION

ITEM	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
1	ADD FOURTH LEG OF TRAFFIC SIGNAL AT PARMER RANCH BLVD AND WILLIAMS DR	1	LS	$200,000.00	$200,000.00
2	ADD TRAFFIC SIGNAL AT PARMER RANCH BLVD AND RONALD REAGAN BLVD	1	LS	$875,000.00	$875,000.00
	SUB-TOTAL SIGNALIZED INTERSECTION				**$1,075,000.00**

WASTEWATER IMPROVEMENTS

ITEM	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
1	8" PVC SDR-26 GRAVITY WASTEWATER LINE (ALL DEPTHS)	5,219	LF	$53.00	$276,607.00
2	8" PVC SDR-26 GRAVITY WASTEWATER LINE (ALL DEPTHS) (ADD/ALT)	820	LF	$50.00	$41,000.00
3	8" PVC 160 PSI PRESSURE PIPE	120	LF	$66.50	$7,980.00
4	12" PVC SDR-26 GRAVITY WASTEWATER LINE (ALL DEPTHS)	6,604	LF	$72.50	$478,790.00
5	12" PVC 160 PSI PRESSURE PIPE	20	LF	$155.50	$3,110.00
6	24" STEEL ENCASEMENT	100	LF	$111.00	$11,100.00
7	PARKLAND WW SERVICE	1	EA	$3,492.00	$3,492.00
8	4' DIA. STANDARD WASTEWATER MANHOLE	24	EA	$5,974.00	$143,376.00
9	4' DIA. STANDARD WASTEWATER MANHOLE (ADD/ALT)	3	EA	$5,948.00	$17,844.00
10	4' DIA. EXTERNAL DROP MANHOLE	2	EA	$7,537.00	$15,074.00
11	4' DIA. BOLTED AND GASKETED WASTEWATER MANHOLE	1	EA	$6,203.00	$6,203.00
12	5' DIA. STANDARD WASTEWATER MANHOLE	1	EA	$8,179.00	$8,179.00
13	5' DIA. EXTERNAL DROP MANHOLE	1	EA	$10,602.00	$10,602.00
14	5' DIA. BOLTED AND GASKETED WASTEWATER MANHOLE	22	EA	$8,292.00	$182,424.00
15	5' DIA. EXTERNAL DROP BOLTED AND GASKETED WASTEWATER MANHOLE	2	EA	$11,735.00	$23,470.00
16	EXTRA DEPTH 4' DIA. MANHOLE EXTENSION	98	VLF	$281.00	$27,538.00
17	EXTRA DEPTH 4' DIA. MANHOLE EXTENSION (ADD/ALT)	6	VLF	$410.00	$2,460.00
18	EXTRA DEPTH 5' DIA. MANHOLE EXTENSION	145	VLF	$491.00	$71,195.00
19	SINGLE WASTEWATER SERVICE (ADD/ALT)	5	EA	$3,778.00	$18,890.00
20	DOUBLE WASTEWATER SERVICE (ADD/ALT)	4	EA	$4,562.00	$18,248.00
21	CORE INTO EXISTING MANHOLE	1	EA	$4,007.00	$4,007.00
22	REMOVE & REPAIR EXISTING LIFT STATION ROAD	1	LS	$1,717.00	$1,717.00
23	TRENCH SAFETY SYSTEM	11,665	LF	$1.00	$11,665.00
24	TRENCH SAFETY SYSTEM (ADD/ALT)	820	LF	$1.00	$820.00
	SUB-TOTAL WASTEWATER IMPROVEMENTS				**$1,385,791.00**

WATER IMPROVEMENTS

ITEM	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
1	8" PVC C-900	707	LF	$49.00	$34,643.00
2	8" PVC C-901 (ADD/ALT)	129	LF	$51.00	$6,579.00
3	12" PVC C-900	8,013	LF	$74.50	$596,968.50
4	12" PVC C-901 (ADD/ALT)	795	LF	$75.00	$59,625.00
5	ENCASED 12" PVC C-900	189	LF	$135.00	$25,515.00
6	PARKLAND W SERVICE	1	EA	$3,794.00	$3,794.00
7	8" GATE VALVE WITH BOX AND COVER	10	EA	$2,944.00	$29,440.00
8	8" GATE VALVE WITH BOX AND COVER (ADD/ALT)	1	EA	$2,886.00	$2,886.00
9	12" RESILIENT GATE VALVE WITH BOX AND COVER	16	EA	$4,916.00	$78,656.00
10	12" RESILIENT GATE VALVE WITH BOX AND COVER (ADD/ALT)	1	EA	$4,820.00	$4,820.00
11	2" AIR RELEASE VALVE	2	EA	$5,852.00	$11,704.00
12	2" AIR RELEASE VALVE (ADD/ALT)	1	EA	$6,623.00	$6,623.00
13	2" FLUSH VALVE (ADD/ALT)	1	EA	$5,017.00	$5,017.00
14	FIRE HYDRANT ASSEMBLY	20	EA	$8,315.00	$166,300.00
15	FIRE HYDRANT ASSEMBLY (ADD/ALT)	2	EA	$8,564.00	$17,128.00
16	SINGLE WATER SERVICE (ADD/ALT)	3	EA	$3,705.00	$11,115.00
17	DOUBLE WATER SERVICE (ADD/ALT)	5	EA	$4,092.00	$20,460.00
18	24" WET CONNECTION	2	EA	$27,444.00	$54,888.00
19	TIE INTO 30" EXISTING LINE	1	EA	$27,756.00	$27,756.00
20	TRENCH SAFETY SYSTEM	8,725	LF	$0.50	$4,362.50
21	TRENCH SAFETY SYSTEM (ADD/ALT)	924	LF	$0.50	$462.00
	SUB-TOTAL WATER IMPROVEMENTS				**$1,168,742.00**

DRAINAGE IMPROVEMENTS

ITEM	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
1	18" RCP CL. III STORM SEWER (ALL DEPTHS)	2,109	LF	$61.00	$128,649.00
2	18" RCP CL. III STORM SEWER (ALL DEPTHS) (ADD/ALT)	398	LF	$60.00	$23,880.00
3	24" RCP CL. III STORM SEWER (ALL DEPTHS)	1,133	LF	$81.00	$91,773.00
4	24" RCP CL. III STORM SEWER (ALL DEPTHS) (ADD/ALT)	63	LF	$82.00	$5,166.00
5	30" RCP CL. III STORM SEWER (ALL DEPTHS)	459	LF	$101.00	$46,359.00
6	36" RCP CL. III STORM SEWER (ALL DEPTHS)	1,130	LF	$148.00	$167,240.00
7	42" RCP CL. III STORM SEWER (ALL DEPTHS)	250	LF	$211.00	$52,750.00
8	48" RCP CL. III STORM SEWER (ALL DEPTHS)	783	LF	$247.00	$193,401.00
9	60" RCP CL. III STORM SEWER (ALL DEPTHS)	608	LF	$422.00	$256,576.00
10	60" GASKETED RCP CL. III STORM SEWER (ALL DEPTHS)	224	LF	$496.00	$111,104.00
11	5' X 5' GASKETED RCB (ALL DEPTHS)	151	LF	$542.00	$81,842.00
12	4' X 4' REINFORCED CONCRETE BOX MANHOLE	1	EA	$5,408.00	$5,408.00
13	4' X 4' REINFORCED CONCRETE BOX MANHOLE (ADD/ALT)	1	EA	$4,977.00	$4,977.00
14	5' X 5' REINFORCED CONCRETE BOX MANHOLE	2	EA	$6,528.00	$13,056.00
15	6' X 6' REINFORCED CONCRETE BOX MANHOLE	2	EA	$8,066.00	$16,132.00
16	7' X 7' REINFORCED CONCRETE BOX MANHOLE	4	EA	$12,618.00	$50,472.00
17	4' DIA MANHOLE	2	EA	$5,194.00	$10,388.00
18	5' DIA MANHOLE	2	EA	$6,417.00	$12,834.00
19	6' DIA MANHOLE	1	EA	$7,698.00	$7,698.00
20	4' X 4' AREA INLET	4	EA	$4,622.00	$18,488.00
21	10' STANDARD STORMWATER CURB INLET	22	EA	$5,860.00	$128,920.00
22	10' STANDARD STORMWATER CURB INLET (ADD/ALT)	2	EA	$5,330.00	$10,660.00
23	CHANNEL B NORTH - 3' WIDE GRASS LINED CHANNEL	713	LF	$20.00	$14,260.00
24	CHANNEL B SOUTH - 3' WIDE GRASS LINED CHANNEL	815	LF	$21.50	$17,522.50
25	CHANNEL C - 4' WIDE GRASS LINED CHANNEL	1,460	LF	$32.50	$47,450.00
26	CHANNEL D - 5' WIDE GRASS LINED CHANNEL	302	LF	$15.50	$4,681.00
27	CHANNEL E - 15' WIDE GRASS LINED CHANNEL	730	LF	$18.00	$13,140.00
28	CHANNEL F - 8' WIDE GRASS LINED CHANNEL	1,134	LF	$18.50	$20,979.00
29	TEMPORARY CHANNEL - 3' WIDE GRASS LINED (ADD/ALT)	379	LF	$16.00	$6,064.00
30	24" HEADWALL W/ DISSIPATORS	1	EA	$6,530.00	$6,530.00
31	24" SET PER TXDOT DETAIL	2	EA	$3,777.00	$7,554.00
32	24" SLOPED HEADWALL (ADD/ALT)	1	EA	$2,870.00	$2,870.00
33	30" SET PER TXDOT DETAIL	4	EA	$4,450.00	$17,800.00
34	36" HEADWALL	1	EA	$7,608.00	$7,608.00
35	48" HEADWALL	1	EA	$12,351.00	$12,351.00
36	48" HEADWALL W/ DISSIPATORS	1	EA	$14,976.00	$14,976.00
37	60" HEADWALL W/ DISSIPATORS	1	EA	$19,812.00	$19,812.00
38	5' X 5' RCB HEADWALL W/ DISSIPATORS	1	EA	$21,979.00	$21,979.00
39	CONCRETE RIPRAP	55	SY	$174.00	$9,570.00
40	ROCK RIPRAP (ADD/ALT)	30	SY	$61.00	$1,830.00
41	WROUGHT IRON FENCE	100	LF	$85.00	$8,500.00
42	WROUGHT IRON FENCE (ADD/ALT)	190	LF	$84.00	$15,960.00
43	TRENCH SAFETY SYSTEM	6,905	LF	$1.00	$6,905.00
44	TRENCH SAFETY SYSTEM (ADD/ALT)	461	LF	$1.00	$461.00
	SUB-TOTAL DRAINAGE IMPROVEMENTS				**$1,716,575.50**

EROSION CONTROL IMPROVEMENTS

ITEM	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
1	SILT FENCE FOR EROSION CONTROL	15,749	LF	$4.00	$62,996.00
2	SILT FENCE FOR EROSION CONTROL (ADD/ALT)	756	LF	$4.00	$3,024.00
3	INLET PROTECTION	26	EA	$102.00	$2,652.00
4	INLET PROTECTION (ADD/ALT)	2	EA	$100.00	$200.00
5	RESTORATION & REVEGETATION	53,567	SY	$1.90	$101,777.30
6	RESTORATION & REVEGETATION (ADD/ALT)	4,094	SY	$2.00	$8,188.00
7	STABILIZED CONSTRUCTION ENTRANCE	2	EA	$1,244.00	$2,488.00
8	RETAINING WALL (ADD/ALT)	1,144	SF	$24.00	$27,456.00
9	ROCK BERM	150	LF	$28.00	$4,200.00
10	ROCK BERM (ADD/ALT)	16	LF	$28.00	$448.00
11	DEMO EXISTING STRUCTURES	1	LS	$98,145.00	$98,145.00
12	STORMWATER POLLUTION PREVENTION PLAN	1	LS	$1,105.00	$1,105.00
13	TREE PROTECTION	6,573	LF	$4.50	$29,578.50
14	TREE PROTECTION (ADD/ALT)	350	LF	$4.00	$1,400.00
	SUB-TOTAL EROSION CONTROL				**$343,657.80**

CLEARING AND GRADING IMPROVEMENTS

ITEM	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
1	CLEARING & GRUBBING	39	AC	$2,030.00	$79,170.00
2	CLEARING & GRUBBING (ADD/ALT)	2	AC	$2,011.00	$4,022.00
3	EXCAVATION	38,805	CY	$5.00	$194,025.00
4	EXCAVATION (ADD/ALT)	1,600	CY	$5.00	$8,000.00
5	EMBANKMENT	47,616	CY	$2.15	$102,374.40
6	EMBANKMENT (ADD/ALT)	13,876	CY	$1.75	$24,283.00
7	MATERIALS TESTING	1	LS	$170,261.00	$170,261.00
8	HAUL & PLACE GENERATED SPOILS	94,797	CY	$1.75	$165,894.75
	SUB-TOTAL CLEARING AND GRADING IMPROVEMENTS				**$748,030.15**

PARKLAND IMPROVEMENTS

ITEM	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
1	TRAILS	1	LS	$750,000.00	$750,000.00
2	COMMON AREA LANDSCAPING	1	LS	$1,000,000.00	$1,000,000.00
3	PARK IMPROVEMENTS	1	LS	$250,000.00	$250,000.00
	SUB-TOTAL PARKLAND IMPROVEMENTS				**$2,000,000.00**

DESIGN AND ENGINEERING

ITEM	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
1	DESIGN AND ENGINEERING	1	LS	$1,001,000.00	$1,001,000.00
	SUB-TOTAL SOFT COSTS				**$1,001,000.00**

DISTRICT FORMATION

ITEM	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
1	FORMATION OF PID DISTRICT	1	LS	$300,000.00	$300,000.00
	SUB-TOTAL SOFT COSTS				**$300,000.00**

PROJECT MANAGEMENT FEE

ITEM	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
1	PROJECT MANAGEMENT FEE (4%)	1	LS	$494,226.80	$494,226.80
	SUB-TOTAL TRADITION TRAIL IMPROVEMENTS				**$494,226.80**

SUMMARY

ITEM	DESCRIPTION	GISD (9%)	HEIRLOOM	TOTAL
1	STREET IMPROVEMENTS	$352,608.61	$3,565,264.84	$3,917,873.45
2	SIGNALIZED INTERSECTION	$96,750.00	$978,250.00	$1,075,000.00
3	WASTEWATER IMPROVEMENTS	$124,721.19	$1,261,069.81	$1,385,791.00
4	WATER IMPROVEMENTS	$105,186.78	$1,063,555.22	$1,168,742.00
5	DRAINAGE IMPROVEMENTS	$154,491.80	$1,562,083.71	$1,716,575.50
6	EROSION CONTROL IMPROVEMENTS	$30,929.20	$312,728.60	$343,657.80
7	CLEARING AND GRADING IMPROVEMENTS	$67,322.71	$680,707.44	$748,030.15
8	PARKLAND IMPROVEMENTS	$180,000.00	$1,820,000.00	$2,000,000.00
9	DESIGN AND ENGINEERING	$90,090.00	$910,910.00	$1,001,000.00
10	DISTRICT FORMATION	$0.00	$300,000.00	$300,000.00
11	PROJECT MANAGEMENT FEE	$44,480.41	$449,746.38	$494,226.80
	SUB-TOTAL	$1,246,580.70	$12,904,315.99	**$14,150,896.70**
	12% CONTINGENCY	$144,252.03	$1,494,548.35	**$1,638,800.39**
TOTAL PHASE 1 COSTS W/ CONTINGENCY		**$1,390,832.74**	**$14,398,864.35**	**$15,789,697.08**

Exhibit 9 – Construction Schedule

Heirloom Tract

Major Improvement Area	
	Date of Construction
A. Streets	2026
B. Wastewater	2026
C. Water	2026

City of Georgetown, Texas
City Council
October 27, 2026

SUBJECT:
First and Final Reading - Ordinance Authorizing Issuance of Bond for Heirloom Public Improvement District (PID)

SUGGESTED ACTION:
Consideration and possible action to approve on first and final reading an Ordinance authorizing the issuance of the "City Of Georgetown, Texas Special Assessment Revenue Bonds, Series 2026 (Heirloom Public Improvement District Major Improvement Area Project)"; approving and authorizing an Indenture of Trust, a Bond Purchase Agreement, an Offering Memorandum, a Continuing Disclosure Agreement and Other Agreements and documents in connection therewith; making findings with respect to the issuance of such bonds; and Providing an effective date -- Nick Woolery, Assistant City Manager

ITEM SUMMARY:
On August 26, 2025, in accordance with the requirements of the Texas Local Government Code Chapter 372 (the "PID Act") and after notice and hearing, the City Council passed and approved Resolution No. 082625-6.P (the "Creation Resolution") authorizing the creation of Heirloom Public Improvement District (the "PID").

In the Assessment Ordinance Council approved and accepted the Service and Assessment Plan and levied the Major Improvement Area Assessments in the Major Improvement Area of the District as shown on the Assessment Roll. Council has also found and determined that it is in the best interests of the City to issue its bonds to be designation "City of Georgetown, Texas Special Assessment Revenue Bonds, Series 2026 (Heirloom Public Improvement District Major Improvement Area Project)". The Bonds are payable from and secured by the Pledged Revenues, as defined in the Indenture and other assets pledged under the Indenture to the payment of the Bonds.

The City is authorized by the PID Act to issue the Bonds for the purpose of (i) paying a portion of the Actual Costs of the Major Improvement Area Improvements, (ii) paying the Administrative Reserves related to the Bonds, (iii) paying Bond Issuance Costs for the Bonds, including funding a reserve fund for the payment of principal and interest on the Bonds, and (v) paying the interest on the Bonds during and after the period of construction (all as defined in the Indenture).

In connection with the issuance of the Bonds, the Major Improvement Area Improvements (as defined in the Service and Assessment Plan) are located within the District, and the City has determined that the Major Improvement Area Authorized Improvements (as defined in the Service and Assessment Plan) confer a special benefit on Major Improvement Area in the District as provided in Section V.C. of the Service and Assessment Plan.

Council has found and determined to approve (i) the issuance of the Bonds to finance the Major Improvement Area Authorized Improvements, (ii) the form, terms and provisions of the Indenture securing the Bonds authorized hereby, (iii) the form, terms and provisions of a Bond Purchase

Agreement between the City and the purchaser of the Bonds, (iv) an Offering Memorandum, and (v) a Continuing Disclosure Agreement.

FINANCIAL IMPACT:
None.

SUBMITTED BY:
Cresta Lyons, City Manager's Office

ATTACHMENTS:
Bond Ordinance_Heirloom PID (w exhibits).pdf
Heirloom PID_ORD_Caption_2026-10-13.pdf

ORDINANCE NO. ___

AN ORDINANCE AUTHORIZING THE ISSUANCE OF THE "CITY OF GEORGETOWN, TEXAS SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026 (HEIRLOOM PUBLIC IMPROVEMENT DISTRICT MAJOR IMPROVEMENT AREA PROJECT)"; APPROVING AND AUTHORIZING AN INDENTURE OF TRUST, A BOND PURCHASE AGREEMENT, AN OFFERING MEMORANDUM, A CONTINUING DISCLOSURE AGREEMENT AND OTHER AGREEMENTS AND DOCUMENTS IN CONNECTION THEREWITH; MAKING FINDINGS WITH RESPECT TO THE ISSUANCE OF SUCH BONDS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Georgetown, Texas (the "City"), pursuant to and in accordance with the terms, provisions and requirements of the Public Improvement District Assessment Act, Subchapter A of Chapter 372, Texas Local Government Code (the "PID Act"), has previously created the Heirloom Public Improvement District, (the "District"), pursuant to Resolution No. 082625-6.P (the "Creation Resolution") adopted by the City Council of the City (the "Council") on August 26, 2025; and

WHEREAS, following the adoption of the Creation Resolution, the City filed a copy of the Creation Resolution with the County Clerk of Williamson County, Texas; and

WHEREAS, no written protests regarding the creation of the District from any owners of record of property within the District were filed with the City Secretary within 20 days after the recording of the Creation Resolution; and

WHEREAS, the District is expected to be developed in phases beginning with an area designated as the "Major Improvement Area" within the District, which is comprised of approximately 622 acres located within the District ("Major Improvement Area") and wholly located within Williamson County, Texas; and

WHEREAS, pursuant to the PID Act, on September 30, 2026, the Council published notice of the assessment hearing in *The Williamson County Sun*, a newspaper of general circulation in the City, and held a public hearing on October 13, 2026, regarding the levy of special assessments within the Major Improvement Area of the District, and on October 13, 2026, the Council adopted Ordinance No. ____ (the "Assessment Ordinance"); and

WHEREAS, in the Assessment Ordinance, the Council approved and accepted the Service and Assessment Plan (the "Service and Assessment Plan") and levied the Major Improvement Area Assessments (as defined in the Service and Assessment Plan) in the Major Improvement Area of the District as shown on the Major Improvement Area Assessment Roll (as defined and described in the Service and Assessment Plan); and

WHEREAS, the Council has found and determined that it is in the best interests of the City to issue its bonds to be designated "City of Georgetown, Texas Special Assessment Revenue Bonds, Series 2026 (Heirloom Public Improvement District Major Improvement Area Project)" (the "Bonds"), such Bonds to be payable from and secured by the Pledged Revenues, as defined in the Indenture (defined below) and other assets pledged under the Indenture to the payment of the Bonds; and

WHEREAS, the City is authorized by the PID Act to issue the Bonds for the purpose of (i) paying a portion of the Actual Costs of the Major Improvement Area Improvements, (ii) paying the Administrative Reserves related to the Bonds, (iii) paying Bond Issuance Costs for the Bonds, including funding a reserve fund for the payment of principal and interest on the Bonds, and (iv) paying the interest on the Bonds during and after the period of construction (all as defined in the Indenture); and

WHEREAS, in connection with the issuance of the Bonds, the Major Improvement Area Improvements (as defined in the Service and Assessment Plan) are located within the District, and the City has determined that the Major Improvement Area Authorized Improvements (as defined in the Service and Assessment Plan) confer a special benefit on Major Improvement Area in the District as provided in Section V.C. of the Service and Assessment Plan; and

WHEREAS, the Council has found and determined to approve (i) the issuance of the Bonds to finance the Major Improvement Area Authorized Improvements, (ii) the form, terms and provisions of the Indenture securing the Bonds authorized hereby, (iii) the form, terms and provisions of a Bond Purchase Agreement (defined below) between the City and the purchaser of the Bonds, (iv) an Offering Memorandum (defined below), and (v) a Continuing Disclosure Agreement (defined below); and

WHEREAS, the meeting at which this Ordinance is considered is open to the public as required by law, and the public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended;

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

Section 1. Findings. The findings and determinations set forth in the preamble hereof are hereby incorporated by reference for all purposes as if set forth in full herein.

Section 2. Approval of Issuance of Bonds and Indenture.

(a) The issuance of the Bonds in the principal amount of $20,895,000* for the purpose of (i) paying a portion of the Actual Costs of the Major Improvement Area Improvements, (ii) paying the Administrative Reserves related to the Bonds, (iii) paying Bond Issuance Costs for the Bonds, including funding a reserve fund for the payment of principal and interest on the Bonds, and (iv) paying the interest on the Bonds during and after the period of construction (all as defined in the Indenture).

(b) The Bonds shall be issued and secured under that certain Indenture of Trust (the "Indenture") dated as of November 1, 2026, between the City and UMB Bank, N.A., as trustee (the "Trustee"), with such changes as may be necessary or desirable to carry out the intent of this Ordinance and as approved by the Mayor or Mayor Pro Tem of the City, such approval to be evidenced by the execution and delivery of the Indenture, which Indenture is hereby approved in substantially final form attached hereto as **Exhibit A** and incorporated herein as a part hereof for all purposes. The Mayor or Mayor Pro-Tem of the City is hereby authorized and directed to execute

* Preliminary, subject to change.

the Indenture and the City Secretary or Deputy City Secretary is hereby authorized and directed to attest such signature of the Mayor or Mayor Pro Tem.

(c) The Bonds shall be dated, shall mature on the date or dates and in the principal amount or amounts, shall bear interest, shall be subject to redemption and shall have such other terms and provisions as set forth in the Indenture. The Bonds shall be in substantially the form set forth in the Indenture, with such insertions, omissions and modifications as may be required to conform the form of Bond to the actual terms of the Bonds. The Bonds shall be payable from and secured by the Pledged Revenues (as defined in the Indenture) and other assets of the Trust Estate (as defined in the Indenture) pledged to the Bonds, and shall never be payable from ad valorem taxes or any other funds or revenues of the City.

Section 3. Sale of Bonds; Approval of Bond Purchase Agreement. The Bonds shall be sold to FMSbonds, Inc. (the "Underwriter") at the price and on the terms and provisions set forth in that certain Bond Purchase Agreement (the "Bond Purchase Agreement"), dated the date hereof, between the City and the Underwriter, attached hereto as **Exhibit B** and incorporated herein as a part hereof for all purposes, which terms of sale are declared to be in the best interest of the City. The form, terms and provisions of the Bond Purchase Agreement are hereby authorized and approved with such changes as may be required to carry out the purpose of this Ordinance and approved by the City Manager, and the Mayor or Mayor Pro Tem of the City is hereby authorized and directed to execute and deliver the Bond Purchase Agreement. The Mayor's or Mayor Pro Tem's signature on the Bond Purchase Agreement may be attested by the City Secretary or Deputy City Secretary.

Section 4. Offering Memorandum. The form and substance of the Preliminary Limited Offering Memorandum for the Bonds and any addenda, supplement or amendment thereto and the final Limited Offering Memorandum (the "Offering Memorandum") presented to and considered at the meeting at which this Ordinance is considered are hereby in all respects approved and adopted. The Offering Memorandum, with such appropriate variations as shall be approved by the Mayor or Mayor Pro Tem of the City and the Underwriter, may be used by the Underwriter in the offering and sale of the Bonds. The Mayor or Mayor Pro Tem of the City is hereby authorized and directed to execute, and the City Secretary is hereby authorized and directed to attest, the Offering Memorandum. The City Secretary is hereby authorized and directed to include and maintain a copy of the Preliminary Limited Offering Memorandum and Offering Memorandum and any addenda, supplement or amendment thereto thus approved among the permanent records of this meeting. The use and distribution of the Preliminary Limited Offering Memorandum in the offering of the Bonds is hereby ratified, approved and confirmed. Notwithstanding the approval and delivery of such Preliminary Limited Offering Memorandum and Offering Memorandum by the Council, the Council is not responsible for and proclaims no specific knowledge of the information contained in the Preliminary Limited Offering Memorandum and Offering Memorandum pertaining to the Major Improvement Area Improvements, the Developers (as defined in the Offering Memorandum) or its financial ability, any builders, any landowners, or the appraisal of the property in the District.

Section 5. Continuing Disclosure Agreement. The Continuing Disclosure Agreement (the "Continuing Disclosure Agreement") between the City and UMB Bank, N.A., as dissemination agent, is hereby authorized and approved in substantially final form attached hereto as **Exhibit C** and incorporated herein as a part hereof for all purposes and the City Manager of the City is hereby authorized and directed to execute and deliver such Continuing Disclosure Agreement with such changes as may be required to

carry out the purpose of this Ordinance and approved by the City Manager, such approval to be evidenced by the execution thereof.

Section 6. Bond Counsel's Opinion. The obligation of the Underwriter to accept delivery of the Bonds is subject to the Underwriter being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., bond counsel to the City, which opinion shall be dated as of and delivered on the date of initial delivery of the Bonds to the Underwriter. The engagement of such firm as bond counsel to the City in connection with issuance, sale and delivery of the Bonds is hereby approved and confirmed. The execution and delivery of an engagement letter, to the extent desired by the City, between the City and such firm, with respect to such services as bond counsel, is hereby authorized in such form as may be approved by the Mayor, and the Mayor is hereby authorized to execute such engagement letter. Additionally, a closing instruction letter executed by the City's Chief Financial Officer shall further provide for the fees and expenses to be paid for such bond counsel services.

Section 7. Additional Actions. The Mayor, Mayor Pro-Tem, City Manager, Assistant City Manager, Chief Financial Officer and the City Secretary or Deputy City Secretary are hereby authorized and directed to take any and all actions on behalf of the City necessary or desirable to carry out the intent and purposes of this Ordinance and to issue the Bonds in accordance with the terms of this Ordinance. The Mayor, Mayor Pro-Tem, City Manager, Assistant City Manager, Chief Financial Officer and the City Secretary or Deputy City Secretary are hereby authorized and directed to execute and deliver any and all certificates, agreements, notices, instruction letters, requisitions, and other documents which may be necessary or advisable in connection with the sale, issuance and delivery of the Bonds and the carrying out of the purposes and intent of this Ordinance.

Section 8. Severability. If any Section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such Section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 9. Effective Date. This Ordinance is passed on one reading as authorized by Texas Government Code, Section 1201.028, and shall be effective immediately upon its passage and adoption.

[Remainder of page left blank intentionally]

PASSED, APPROVED AND EFFECTIVE THIS 13TH DAY OF OCTOBER, 2026.

_____
Josh Schroeder, Mayor

ATTEST:

_____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

_____
Skye Masson, City Attorney

[Signature Page]

EXHIBIT A

INDENTURE OF TRUST

INDENTURE OF TRUST

By and Between

CITY OF GEORGETOWN, TEXAS

and

UMB BANK, N.A.,
AS TRUSTEE

DATED AS OF NOVEMBER 1, 2026

SECURING

$[_____]

CITY OF GEORGETOWN, TEXAS
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026
(HEIRLOOM PUBLIC IMPROVEMENT DISTRICT
MAJOR IMPROVEMENT AREA PROJECT)

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INDENTURE OF TRUST

THIS INDENTURE, dated as of November 1, 2026, is by and between the CITY OF GEORGETOWN, TEXAS (the "*City*"), and UMB Bank, N.A., a national banking association, as trustee (together with its successors, the "*Trustee*"). Capitalized terms used in the preambles, recitals and granting clauses and not otherwise defined shall have the meanings assigned thereto in Article I.

WHEREAS, a petition was submitted and filed with the City Secretary (the "*City Secretary*") of the City pursuant to the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "*PID Act*"), requesting the creation of a public improvement district located within the extraterritorial jurisdiction of the City to be known as Heirloom Public Improvement District (the "*District*" or "*PID*") to provide public improvements within the District to include the design, acquisition, and construction of public improvement projects authorized by Section 372.003(b) of the PID Act that are necessary for development of the District, which public improvements will include, but not be limited to, streets, roadway construction, water, wastewater, and drainage facilities and improvements, parkland improvements and other improvement projects; and

WHEREAS, the petition contained the signatures of the record owners of taxable real property representing more than 50% of the appraised value of the real property liable for assessments within the District, as determined by the then current ad valorem tax rolls of the Williamson Central Appraisal District, and the signatures of record property owners who own taxable real property that constitutes more than 50% of the area of all taxable property that is liable for assessment by the District; and

WHEREAS, on August 26, 2025, after due notice, the City Council (the "*City Council*") of the City held the public hearing in the manner required by law on the advisability of the improvement projects described in the petition as required by Section 372.009 of the PID Act and on August 28, 2025, the City Council made the findings required by Section 372.009(b) of the PID Act and, by Resolution No. 082625-6.P (the "*Creation Resolution*"), adopted by a majority of the members of the City Council, authorized the creation of the District in accordance with its finding as to the advisability of the improvement projects; and

WHEREAS, following the adoption of the Creation Resolution, the City filed a copy of the Creation Resolution with the County Clerk of Williamson County, Texas; and

WHEREAS, no written protests regarding the creation of the District from any owners of record of property within the District were filed with the City Secretary within 20 days after the effective date of the Creation Resolution; and

WHEREAS, the District will be developed as a single-family and multifamily residential development, in accordance with the Development and Construction Agreement (Heirloom) (as amended, the "*Development and Construction Agreement*"), entered into between Heirloom East Tx, LLC, a Delaware limited liability company ("*Heirloom East*"), HEIRLOOMTX, LLC, a Delaware limited liability company ("*Heirloom Tx*" and collectively with Heirloom East, the

"*Developer*"), Georgetown Independent School District ("*GISD*"), and the City on August 27, 2025, and recorded in the Official Public Records of Williamson County, Texas as Document No. 2026023941; and

WHEREAS, on September 22, 2026, the City Council found and determined to authorize and approve in substantially final form the PID Construction, Financing and Reimbursement Agreement Heirloom Public Improvement District between the City, the Developer and GISD, dated as of September 22, 2026 (the "*Financing Agreement*"), pursuant to which the Developer has agreed to construct the Major Improvement Area Improvements and Future Improvement Area Improvements as defined and identified in the Service and Assessment Plan, and the City has agreed to reimburse the Developer for the costs of constructing such improvements from the Assessments or, after bonds are issued as allowed by the PID Act, from the proceeds of said bonds; and

WHEREAS, pursuant to the PID Act, the proposed assessment roll for the Major Improvement Area Assessed Property (defined herein) (the "*Major Improvement Area Assessment Roll*") and service and assessment plan were filed with the City Secretary; and

WHEREAS, pursuant to Section 372.016(b) of the PID Act, the statutory notice of a public hearing to be held by the City Council on October 13, 2026 was published on September 30, 2026, in *The Williamson County Sun*, a newspaper of general circulation in the City, advising that the City Council would consider the levy of the proposed assessments on the Major Improvement Area Assessed Property (the "*Major Improvement Area Assessments*") on real property within the District; and

WHEREAS, the City Secretary, pursuant to Section 372.016(c) of the PID Act, mailed notice of the public hearing to consider the proposed Major Improvement Area Assessment Roll and the Service and Assessment Plan and the levy of the Major Improvement Area Assessments on property within Major Improvement Area of the District to the address of record at Williamson Central Appraisal District, such address being the last known address of the owners of the property liable for the Major Improvement Area Assessments; and

WHEREAS, after notice was provided as required by the PID Act, the City Council on October 13, 2026, held a public hearing to consider the levy of the proposed Major Improvement Area Assessments on property within the Major Improvement Area of the District, at which any and all persons who appeared, or requested to appear, in person or by authorized electronic means as provided in the notice of public hearing published on September 30, 2026 or by their attorney, were given the opportunity to contend for or contest the Major Improvement Area Assessment Roll, and the proposed Major Improvement Area Assessments, and to offer testimony pertinent to any issue presented on the amount of the Major Improvement Area Assessments, the allocation of the Actual Costs of the authorized improvements to be undertaken for the benefit of all property to be assessed within the Major Improvement Area of the District (the "*Major Improvement Area Authorized Improvements*"), the purposes of the Major Improvement Area Assessments, the special benefits of the Major Improvement Area Authorized Improvements, and the penalties and interest on Annual Installments and on delinquent Annual Installments of the Major Improvement Area Assessments; and

WHEREAS, the City Council convened the hearing on October 13, 2026, at which there were no written objections or evidence submitted to the City Secretary in opposition to the Service and Assessment Plan, the allocation of Actual Costs, the Major Improvement Area Assessment Roll, or the levy of the Major Improvement Area Assessments; and

WHEREAS, the City Council closed the hearing and, after considering all written and documentary evidence presented at the hearing, including all written comments and statements filed with the City, approved and accepted the Service and Assessment Plan in conformity with the requirements of the PID Act and passed, approved and adopted the Assessment Ordinance on a second and final reading, which Assessment Ordinance approved the Major Improvement Area Assessment Roll and levied the Major Improvement Area Assessments; and

WHEREAS, on October 13, 2026, in connection with the levy of the Major Improvement Area Assessments, concurrently therewith, the Developer, being the owner of the taxable property located within the Major Improvement Area of the District, each executed a Landowner Certificate (defined herein), wherein the Developer, among other things, approved and accepted the Assessment Ordinance and the Service and Assessment Plan, including the Major Improvement Area Assessment Roll, consented to and accepted the levy of the Major Improvement Area Assessments against its properties located within the Major Improvement Area of the District, and agreed to pay the Major Improvement Area Assessments; and

WHEREAS, the City Council is authorized by the PID Act to issue its City of Georgetown, Texas Special Assessment Revenue Bonds, Series 2026 (Heirloom Public Improvement District Major Improvement Area Project) (the "*Bonds*") payable from the Pledged Revenues (defined herein) for the purpose of (i) paying a portion of the Actual Costs of the Major Improvement Area Improvements, (ii) paying the Administrative Reserves related to the Bonds, (iii) paying Bond Issuance Costs for the Bonds, including funding a reserve fund for the payment of principal and interest on the Bonds, and (iv) paying the interest on the Bonds during and after the period of construction; and

WHEREAS, the Trustee has agreed to accept the trusts herein created upon the terms set forth in this Indenture;

NOW, THEREFORE, the City, in consideration of the foregoing premises and acceptance by the Trustee of the trusts herein created, of the purchase and acceptance of the Bonds Similarly Secured by the Holders thereof, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, CONVEY, PLEDGE, TRANSFER, ASSIGN, and DELIVER to the Trustee for the benefit of the Holders, a first lien on, security interest in, and pledge of all of the moneys, rights and properties described in the Granting Clauses hereof, as follows (collectively, the "*Trust Estate*"):

FIRST GRANTING CLAUSE

The Pledged Revenues, as herein defined, including all moneys and investments held in the Pledged Funds, and including any contract or any evidence of indebtedness related thereto or other rights of the City to receive any of such moneys or investments, whether now existing or hereafter coming into existence, and whether now or hereafter acquired; and

SECOND GRANTING CLAUSE

Any and all other property or money of every name and nature which is, from time to time hereafter by delivery or by writing of any kind, conveyed, pledged, assigned or transferred, to the Trustee as additional security hereunder by the City or by anyone on its behalf or with its written consent, and the Trustee is hereby authorized to receive any and all such property or money at any and all times and to hold and apply the same subject to the terms thereof; and

THIRD GRANTING CLAUSE

Any and all proceeds of the foregoing property and proceeds from the investment of the foregoing property;

TO HAVE AND TO HOLD the Trust Estate, whether now owned or hereafter acquired, unto the Trustee and its successors or assigns;

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth for the benefit of all present and future Holders of the Bonds Similarly Secured from time to time issued under and secured by this Indenture, and for enforcement of the payment of the Bonds Similarly Secured in accordance with their terms, and for the performance of and compliance with the obligations, covenants, and conditions of this Indenture;

PROVIDED, HOWEVER, if the City or its assigns shall well and truly pay, or cause to be paid, the principal or Redemption Price of and the interest on the Bonds Similarly Secured at the times and in the manner stated in the Bonds Similarly Secured, according to the true intent and meaning thereof, then this Indenture and the rights hereby granted shall cease, terminate and be void; otherwise this Indenture is to be and remain in full force and effect;

IN ADDITION, the Bonds Similarly Secured are special, limited obligations of the City payable solely from the Trust Estate, as and to the extent provided in this Indenture. The Bonds Similarly Secured do not give rise to a charge against the general credit or taxing powers of the City and are not payable except as provided in this Indenture. Notwithstanding anything to the contrary herein, the Holders of the Bonds Similarly Secured shall never have the right to demand payment thereof out of any funds of the City other than the Trust Estate. The City shall have no legal or moral obligation to pay for the Bonds Similarly Secured out of any funds of the City other than the Trust Estate.

THIS INDENTURE FURTHER WITNESSETH, and it is expressly declared, that all Bonds Similarly Secured issued and secured hereunder are to be issued, authenticated, and

delivered and the Trust Estate hereby created, assigned, and pledged is to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses, and purposes as hereinafter expressed, and the City has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective Holders from time to time of the Bonds Similarly Secured as follows:

ARTICLE I

DEFINITIONS, FINDINGS AND INTERPRETATION

Section 1.1. **Definitions.**

Unless otherwise expressly provided or unless the context clearly requires otherwise in this Indenture, the following terms shall have the meanings specified below:

"*Account*", in the singular, means any of the accounts established pursuant to Section 6.1 of this Indenture, and "*Accounts*", in the plural, means, collectively, all accounts established pursuant to Section 6.1 of this Indenture.

"*Actual Cost(s)*" means, with respect to the Major Improvement Area Projects, the actual costs paid or incurred by or on behalf of the Developer: (1) to plan, design, acquire, construct, install, and dedicate such improvements to the City; (2) to prepare plans, specifications (including bid packages), contracts, and as-built drawings; (3) to obtain zoning, licenses, plan approvals, permits, inspections, and other governmental approvals; (4) for third-party professional consulting services including but not limited to, engineering, surveying, geotechnical, land planning, architectural, landscaping, legal, accounting, and appraisals; (5) of labor, materials, equipment, fixtures, payment and performance bonds and other construction security, and insurance premiums; and (6) to implement, administer, and manage the above-described activities, including a 4.0% construction management fee. Actual Costs shall not include general contractor's fees in an amount that exceeds a percentage equal to the percentage of work completed or construction management fees in an amount that exceeds an amount equal to the construction management fee amortized in approximately equal monthly installments over the term of the applicable construction management contract. Amounts expended for costs described in subsection (3), (4), and (6) above shall be excluded from the amount upon which the general contractor and construction management fees are calculated.

"*Additional Interest*" means the amount collected by application of the Additional Interest Rate.

"*Additional Interest Rate*" means the additional 0.50% interest charged on the Major Improvement Area Assessments as authorized by Section 372.018 of the PID Act.

"*Additional Obligations*" means any bonds or obligations, including specifically, any installment contracts, reimbursement agreements, temporary notes, or time warrants, secured in whole or in part by an assessment, other than the Major Improvement Area Assessments securing

the Bonds Similarly Secured, levied against property within the Major Improvement Area of the District in accordance with the PID Act.

"*Administrative Fund*" means that Fund established by Section 6.1 and administered pursuant to Section 6.9.

"*Administrative Reserves*" means the estimated first year Annual Collection Costs.

"*Administrator*" means the City, or the person or independent firm designated by the City who shall have the responsibility provided in the Service and Assessment Plan, this Indenture, or any other agreement or document approved by the City Council related to the duties and responsibility of the administration of the District.

"*Annual Collection Costs*" means the actual or budgeted costs and expenses relating to collecting the Annual Installments, including, but not limited to, costs and expenses for: (1) the Administrator and City staff; (2) legal counsel, engineers, accountants, financial advisors, and other consultants engaged by the City; (3) calculating, collecting, and maintaining records with respect to the Major Improvement Area Assessments and Annual Installments; (4) preparing and maintaining records with respect to the Major Improvement Area Assessment Roll and Annual Service Plan Updates; (5) issuing, paying, and redeeming Bonds Similarly Secured; (6) investing or depositing Major Improvement Area Assessments and Annual Installments; (7) complying with the Service and Assessment Plan and the PID Act with respect to the administration of the District, including continuing disclosure requirements; and (8) the paying agent/registrar and Trustee in connection with Bonds Similarly Secured, including their respective legal counsel. Annual Collection Costs collected but not expended in any year shall be carried forward and applied to reduce Annual Collection Costs for subsequent years.

"*Annual Debt Service*" means, for each Bond Year, the sum of (i) the interest due on the Outstanding Bonds Similarly Secured in such Bond Year (excluding interest paid from funds on deposit in the Capitalized Interest Account of the Bond Fund), assuming that the Outstanding Bonds Similarly Secured are retired as scheduled (including by reason of Sinking Fund Installments), and (ii) the principal amount of the Outstanding Bonds Similarly Secured due in such Bond Year (including any Sinking Fund Installments due in such Bond Year).

"*Annual Installment*" means the annual installment payment of a Major Improvement Area Assessment as calculated by the Administrator and approved by the City Council that includes: (1) principal; (2) interest; (3) Annual Collection Costs; and (4) Additional Interest.

"*Annual Service Plan Update*" means an update to the Service and Assessment Plan prepared no less frequently than annually by the Administrator and approved by the City Council, in accordance with the PID Act.

"*Applicable Laws*" means the PID Act, and all other laws or statutes, rules, or regulations, and any amendments thereto, of the State or of the United States, by which the City and its powers, securities, operations, and procedures are, or may be, governed or from which its powers may be derived.

"*Assessed Property*" or "*Assessed Properties*" means any Parcel within the District that benefits from an Authorized Improvement and on which Assessments have been levied as shown on an Assessment Roll (as the same may be updated each year by an update to a Service and Assessment Plan).

"*Assessment*" means an assessment levied against a Parcel imposed pursuant to an assessment ordinance and the provisions herein, as shown on any Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

"*Assessment Ordinance*" means Ordinance No. [_____] adopted by the City Council on October 13, 2026, that levied the Major Improvement Area Assessments, as shown on the Major Improvement Area Assessment Roll.

"*Assessment Revenues*" means the revenues received by the City from the collection of the Major Improvement Area Assessments, including Prepayments, Annual Installments and Foreclosure Proceeds.

"*Assessment Roll(s)*" means any assessment roll for the Assessed Property within the District, including the Major Improvement Area Assessment Roll included in the Service and Assessment Plan as Exhibit F thereto, as updated, modified, or amended from time to time in accordance with the procedures set forth in the Service and Assessment Plan and in the PID Act, including updates prepared in connection with the levy of an Assessment, the issuance of Bonds Similarly Secured, or in connection with any Annual Service Plan Update.

"*Attorney General*" means the Attorney General of the State.

"*Authorized Denomination*" means, with respect to the Bonds, $25,000 and any integral multiple of $1,000 in excess thereof. The City prohibits any Bond to be issued in a denomination of less than $25,000 and further prohibits the assignment of a CUSIP number to any Bond with a denomination of less than $25,000, and, unless made pursuant to Section 4.5 herein, any attempt to accomplish either of the foregoing shall be void and of no effect, provided, however, that if the total principal amount of any Outstanding Bond is less than $25,000, then the Authorized Denomination of such Outstanding Bond shall be the amount of such Outstanding Bond. With respect to Refunding Bonds, such term shall have the meaning ascribed thereto in the Supplemental Indenture authorizing the issuance of such Refunding Bonds.

"*Authorized Improvements*" means improvements authorized by Section 372.003 of the PID Act as described in Section III and depicted on Exhibit I to the Service and Assessment Plan.

"*Bond*" means any of the Bonds.

"*Bond Counsel*" means McCall, Parkhurst & Horton L.L.P. or any other attorney or firm of attorneys designated by the City that are nationally recognized for expertise in rendering opinions as to the legality and tax-exempt status of securities issued by public entities.

"*Bond Date*" means the date designated as the initial date of the Bonds by Section 3.2(a) of this Indenture.

"*Bond Fund*" means the Fund established pursuant to Section 6.1 and administered pursuant to Section 6.4.

"*Bond Issuance Costs*" means the costs associated with issuing Bonds Similarly Secured, including but not limited to attorney fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, City costs, reserve fund requirements, underwriter's discount, fees charged by the Texas Attorney General, and any other cost or expense directly associated with the issuance of Bonds Similarly Secured.

"*Bond Ordinance*" means Ordinance No. [_____] adopted by the City Council on October 13, 2026, authorizing the issuance of the Bonds pursuant to this Indenture.

"*Bond Pledged Revenue Account*" means the Account in the Pledged Revenue Fund established pursuant to Section 6.1 of this Indenture.

"*Bond Year*" means the one-year period beginning on September 15 in each year and ending on September 14 in the following year.

"*Bonds*" means the City's bonds authorized to be issued by Section 3.1 of this Indenture entitled "City of Georgetown, Texas Special Assessment Revenue Bonds, Series 2026 (Heirloom Public Improvement District Major Improvement Area Project)."

"*Bonds Similarly Secured*" means, collectively, any Outstanding Bonds and Refunding Bonds.

"*Business Day*" means any day other than a Saturday, Sunday or legal holiday in the State observed as such by the City or the Trustee or any national holiday observed by the Trustee.

"*Capitalized Interest Account*" means the Account in the Bond Fund established pursuant to Section 6.1 of this Indenture.

"*Certification for Payment*" means a certificate given pursuant to the Financing Agreement executed by an engineer, construction manager or other person or entity acceptable to the City, as evidenced by the written approval of a City Representative, specifying the amount of work performed and the cost thereof, presented to the Trustee to request payment for Actual Costs from money on deposit in the Project Fund. The Form of Certification for Payment is attached to the Financing Agreement as Exhibit A thereto.

"*City Certificate*" means a certificate signed by the City Representative and delivered to the Trustee.

"*City Council*" means the governing body of the City.

"*City Representative*" means that official or agent of the City authorized by the City Council to undertake the action referenced herein as evidenced by a written incumbency certificate provided to the Trustee. Such certificate may designate alternates, each of whom shall be entitled to perform all duties of the City Representative.

"*Closing Date*" means the date of the initial delivery of and payment for the applicable series of Bonds Similarly Secured.

"*Code*" means the Internal Revenue Code of 1986, as amended, including applicable regulations, published rulings and court decisions.

"*Comptroller*" means the Comptroller of Public Accounts of the State.

"*Continuing Disclosure Agreement of Heirloom East*" means the agreement executed between Heirloom East, the Administrator and dissemination agent in connection with the issuance of the Bonds pursuant to which the Heirloom East agrees to provide certain information regarding the development of the District and the Major Improvement Area Projects for the benefit of the Holders of the Bonds (including Holders of beneficial interests of the Bonds).

"*Continuing Disclosure Agreement of Heirloom Tx*" means the agreement executed between Heirloom Tx, the Administrator and dissemination agent in connection with the issuance of the Bonds pursuant to which Heirloom Tx agrees to provide certain information regarding the development of the District and the Major Improvement Area Projects for the benefit of the Holders of the Bonds (including Holders of beneficial interests of the Bonds).

"*Continuing Disclosure Agreement of Issuer*" means the agreement executed between the City, Administrator and the dissemination agent for the benefit of the Holders of the Bonds (including Holders of beneficial interests of the Bonds), to provide, by certain dates prescribed in the Continuing Disclosure Agreement of Issuer periodic information and notices of material events regarding the City in accordance with Securities and Exchange Commission Rule 15c2-12.

"*Costs of Issuance Account*" means the Account in the Project Fund established pursuant to Section 6.1 of this Indenture.

"*County*" means Williamson County, Texas.

"*Defeasance Securities*" means Investment Securities then authorized by applicable law for the investment of funds to defease public securities.

"*Delinquency & Prepayment Reserve Account*" means the Account in the Reserve Fund established pursuant to Section 6.1 of this Indenture.

"*Delinquency & Prepayment Reserve Requirement*" means an amount equal to 5.5% of the principal amount of the then Outstanding Bonds Similarly Secured, which amount will be funded from the Major Improvement Area Assessments and Annual Installments deposited to the Pledged

Revenue Fund for subsequent transfer to the Delinquency & Prepayment Reserve Account of the Reserve Fund in accordance with the terms of this Indenture.

"*Delinquent Collection Costs*" means, for a Major Improvement Area Assessed Property, interest, penalties, and other costs and expenses authorized by the PID Act that directly or indirectly relate to the collection of delinquent Major Improvement Area Assessments, delinquent Annual Installments, or any other delinquent amounts due under the Service and Assessment Plan, including costs and expenses to foreclose liens.

"*Designated Payment/Transfer Office*" means (i) with respect to the initial Paying Agent/Registrar named in this Indenture, the transfer/payment office designated by the Paying Agent/Registrar, initially Austin, Texas and (ii) with respect to any successor Paying Agent/Registrar, the office of such successor designated and located as may be agreed upon by the City and such successor.

"*Developer*" means, collectively, Heirloom East and Heirloom Tx, and their successors and assigns, which are serving as the developer for all land within the District.

"*Development and Construction Agreement*" means the Development and Construction Agreement between the City, GISD and the Developer, governing development of property within the District, as may have been or may be further amended and supplemented from time to time.

"*DTC*" means The Depository Trust Company of New York, New York, or any successor securities depository.

"*DTC Participant*" means brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions.

"*Financing Agreement*" means the PID Construction, Financing and Reimbursement Agreement Heirloom Public Improvement District between the City, the Developer and GISD, dated as of September 22, 2026, and recorded in the Official Public Records of Williamson County, Texas as Document No. [_____], as may have been or may be further amended and supplemented from time to time.

"*Foreclosure Proceeds*" means the proceeds, including interest and penalty interest, received by the City from the enforcement of the Major Improvement Area Assessments, whether by foreclosure of lien or otherwise, but excluding and net of all Delinquent Collection Costs.

"*Fund*", in the singular, means any of the funds established pursuant to Section 6.1 of this Indenture, and "*Funds*", in the plural, means, collectively, all of the funds established pursuant to Section 6.1 of this Indenture.

"*Future Improvement Area*" means a distinct portion of the Major Improvement Area described by metes and bounds or final plat and developed as an individual improvement area,

with such area(s) to be described and designated, and subject to separate Assessments levied in the future to fund Future Improvement Area Improvements.

"*Future Improvement Area Assessed Property*" means any and all Parcels within the Future Improvement Area other than Non-Benefitted Property (as defined in the Service and Assessment Plan).

"*Future Improvement Area Assessment*" means an assessment levied on Future Improvement Area Assessed Property for the purpose of financing Future Improvement Area Improvements. The Future Improvement Area Assessments are not a part of the Trust Estate and are not security for the Bonds.

"*Future Improvement Area Bonds*" means the bonds that are authorized to be issued in accordance with the terms and conditions prescribed in Section 13.2 of this Indenture.

"*Future Improvement Area Improvements*" mean Authorized Improvements which only benefit the assessed property within the applicable Future Improvement Area.

"*GISD*" means Georgetown Independent School District.

"*Heirloom East*" means Heirloom East Tx, LLC, a Delaware limited liability company.

"*Heirloom Tx*" means HEIRLOOMTX, LLC, a Delaware limited liability company.

"*Holder*" means the Person who is the registered owner of a Bond or Bonds, as shown in the Register, which shall be Cede & Co., as nominee for DTC, so long as the Bonds are in book-entry only form and held by DTC as securities depository in accordance with Section 3.11. The term "*Holder*", when used in connection with the Bonds Similarly Secured, shall also include the Person who is the registered owner of a Bond Similarly Secured under the terms of any indenture relating thereto.

"*Indenture*" means this Indenture of Trust as originally executed or as it may be from time to time supplemented or amended by one or more indentures supplemental hereto and entered into pursuant to the applicable provisions hereof.

"*Independent Financial Consultant*" means any consultant or firm of such consultants appointed by the City who, or each of whom: (i) is judged by the City, as the case may be, to have experience in matters relating to the issuance and/or administration of the Bonds Similarly Secured; (ii) is in fact independent and not under the domination of the City; (iii) does not have any substantial interest, direct or indirect, with or in the City, or any owner of real property in the District, or any real property in the District; and (iv) is not connected with the City as an officer or employee of the City, but who may be regularly retained to make reports to the City.

"*Initial Bonds*" means the Initial Bonds authorized by Section 5.2 of this Indenture.

"*Interest Payment Date*" means the date or dates upon which interest on the Bonds is scheduled to be paid until their respective dates of maturity or prior redemption, such dates being on March 15 and September 15 of each year, commencing March 15, 2027.

"*Investment Securities*" means those authorized investments determined by the City and described in the Public Funds Investment Act, Chapter 2256, Government Code, as amended, which investments are, at the time made, included in and authorized by the City's official investment policy as approved by the City Council from time to time.

"*Landowner Certificate*" means the Landowner Certificates executed by the Developer, being owners of all the property subject to the Major Improvement Area Assessments, dated October 13, 2026, as may be further amended.

"*Major Improvement Area*" means approximately 618.98 acres located within the District, as shown on Exhibit B and described legally by metes and bounds on Exhibit A to the Service and Assessment Plan.

"*Major Improvement Area Assessed Property*" means any Parcel within the Major Improvement Area against which a Major Improvement Area Assessment is levied as shown on the Major Improvement Area Assessment Roll (as the same may be updated each year by an Annual Service Plan Update) and which includes any and all Parcels within the Major Improvement Area other than Non-Benefited Property as defined in the Service and Assessment Plan.

"*Major Improvement Area Assessment*" means an Assessment levied against the Major Improvement Area Assessed Property and imposed pursuant to the Assessment Ordinance and the provisions of the Service and Assessment Plan, as shown on the Major Improvement Area Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions of the Service and Assessment Plan and in the PID Act.

"*Major Improvement Area Assessment Roll*" means the Assessment Roll for the Major Improvement Area Assessed Property and included in the Service and Assessment Plan as Exhibit F, as updated, modified, or amended from time to time in accordance with the procedures set forth in the Service and Assessment Plan and in the PID Act, including updates prepared in connection with any Annual Service Plan Update.

"Major Improvement Area Authorized Improvements" means, collectively, the Major Improvement Area Improvements, the First Year Annual Collection Costs allocable to the Major Improvement Area, and the Bond Issuance Costs related to the Bonds.

"*Major Improvement Area Improvement Account*" means the Account in the Project Fund established pursuant to Section 6.1 of this Indenture.

"Major Improvement Area Improvements" mean the Authorized Improvements which only benefit the Major Improvement Area Assessed Property as described in Section III and as shown on Exhibit I of the Service and Assessment Plan.

"*Maximum Annual Debt Service*" means the largest Annual Debt Service for any Bond Year after the calculation is made through the final maturity date of any Outstanding Bonds Similarly Secured.

"*Outstanding*" means, as of any particular date when used with reference to Bonds Similarly Secured, all Bonds Similarly Secured authenticated and delivered under this Indenture except (i) any Bond Similarly Secured that has been canceled by the Trustee (or has been delivered to the Trustee for cancellation) at or before such date, (ii) any Bond Similarly Secured for which the payment of the principal or Redemption Price of and interest on such Bond Similarly Secured shall have been made as provided in Article IV, (iii) any Bond Similarly Secured in lieu of or in substitution for which a new Bond Similarly Secured shall have been authenticated and delivered pursuant to Section 3.10, and (iv) Bond Similarly Secured alleged to have been mutilated, destroyed, lost or stolen which have been paid as provided in this Indenture.

"*Parcel*" or "*Parcels*" means a parcel or parcels within the boundaries of the District, identified by either a tax map identification number assigned by the Williamson Central Appraisal District for real property tax purposes, by metes and bounds description, or by lot and block number in a final subdivision plat recorded in the real property records of Williamson County or by any other means determined by the City Council.

"*Paying Agent/Registrar*" means initially the Trustee, or any successor thereto as provided in this Indenture.

"*Person*" or "*Persons*" means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

"*PID Act*" means Chapter 372, Texas Local Government Code, as amended.

"*Pledged Funds*" means, collectively, the Pledged Revenue Fund, the Bond Fund, the Project Fund, the Reserve Fund, and the Redemption Fund.

"*Pledged Revenue Fund*" means that Fund established pursuant to Section 6.1 and administered pursuant to Section 6.3.

"*Pledged Revenues*" means, collectively, the (i) Assessment Revenues (excluding the portion of the Major Improvement Area Assessments and Annual Installments collected for the payment of Annual Collection Costs and Delinquent Collection Costs, as set forth in the Service and Assessment Plan), (ii) the moneys held in any of the Pledged Funds and (iii) any additional revenues that the City may pledge to the payment of the Bonds or other Bonds Similarly Secured.

"*Prepayment*" means the payment of all or a portion of a Major Improvement Area Assessment before the due date thereof. Amounts received at the time of a Prepayment which represent a payment of principal, interest or penalties on a delinquent installment of a Major

Improvement Area Assessment are not to be considered a Prepayment, but rather are to be treated as the payment of the regularly scheduled Annual Installment.

"*Principal and Interest Account*" means the Account in the Bond Fund established pursuant to Section 6.1 of this Indenture.

"*Project Collection Fund*" means that Fund established pursuant to Section 6.1.

"*Project Fund*" means that Fund established pursuant to Section 6.1 and administered pursuant to Section 6.5.

"*Purchaser*" means the initial purchaser of the Bonds.

"*Quarter in Interest*" means as of any particular date of calculation, the Holders of no less than twenty-five percent (25%) of the principal amount of the then Outstanding Bonds Similarly Secured so affected. In the event that two or more groups of Holders satisfy the percentage requirement set forth in the immediately preceding sentence and act (or direct the Trustee in writing to act) in a conflicting manner, only the group of Holders with the greatest percentage of then Outstanding Bonds Similarly Secured so affected (as measured in accordance with the immediately preceding sentence) shall, to the extent of such conflict, be deemed to satisfy such requirement.

"*Rebatable Arbitrage*" means rebatable arbitrage as defined in Section 1.148-3 of the Treasury Regulations.

"*Rebate Fund*" means that Fund established pursuant to Section 6.1 and administered pursuant to Section 6.8.

"*Record Date*" means the close of business on the last Business Day of the month next preceding an Interest Payment Date.

"*Redemption Fund*" means that fund established pursuant to Section 6.1 and administered pursuant to Section 6.6.

"*Redemption Price*" means, when used with respect to any Bond or portion thereof, the principal amount of such Bond or such portion thereof plus the applicable premium, if any, plus accrued and unpaid interest on such Bond to the date fixed for redemption payable upon redemption thereof pursuant to this Indenture.

"*Refunding Bonds*" means bonds issued to refund all or any portion of the Bonds Similarly Secured and secured by a parity lien with the Bonds Similarly Secured on the Trust Estate, as more specifically described in the indenture authorizing such Refunding Bonds.

"*Register*" means the register specified in Article III of this Indenture.

"*Release Condition*" has the meaning assigned in Section 6.5(i).

"*Reserve Account*" means the Account in the Reserve Fund established pursuant to Section 6.1 of this Indenture.

"*Reserve Account Requirement*" means the least of: (i) Maximum Annual Debt Service on the Bonds Similarly Secured as of the date of issuance, (ii) 125% of average Annual Debt Service on the Bonds Similarly Secured as of the date of issuance, and (iii) 10% of the proceeds of the Bonds Similarly Secured; provided, however, that such amount shall be reduced as a result of (1) an optional redemption pursuant to Section 4.3 or (2) an extraordinary optional redemption pursuant to Section 4.4, and any such reduction in the Reserve Account Requirement shall be by a percentage equal to the pro rata principal amount of Bonds Similarly Secured redeemed by such redemption divided by the total principal amount of the Outstanding Bonds Similarly Secured prior to such redemption. As of the date of delivery of the Bonds, the Reserve Account Requirement is $[_____] which is an amount equal to [the Maximum Annual Debt Service on the Bonds] as of the date of issuance. The City Representative shall provide the Trustee with written confirmation of the Reserve Account Requirement and any modifications related thereto.

"*Reserve Fund*" means that Fund established pursuant to Section 6.1 and administered pursuant to Section 6.7.

"*Service and Assessment Plan*" and "*SAP*" each mean the document, including the Major Improvement Area Assessment Roll, which is attached as Exhibit A to the Assessment Ordinance, as amended and restated, as may be updated, amended and supplemented from time to time.

"*Sinking Fund Installment*" means the amount of money to redeem or pay at maturity the principal of a Stated Maturity of Bonds payable from such installments at the times and in the amounts provided in Section 4.2.

"*Special Record Date*" means in the event of nonpayment of interest on a scheduled Interest Payment Date, and for 30 days thereafter, a new record date for such interest payment that will be established by the Trustee, if and when funds for the payment of such interest have been received from the City.

"*State*" means the State of Texas.

"*Stated Maturity*" means the date the Bonds, or any portion of the Bonds, as applicable are scheduled to mature without regard to any redemption or prepayment.

"*Supplemental Indenture*" means an indenture which has been duly executed by the Trustee and the City Representative pursuant to an ordinance adopted by the City Council and which indenture amends or supplements this Indenture, but only if and to the extent that such indenture is specifically authorized hereunder.

"*Tax Assessor-Collector*" means the Williamson County, Texas Tax Assessor-Collector.

"*Tax Certificate*" means a certificate of the City setting forth the facts, estimates and circumstances in existence on the date of closing, which establish that it is not expected that the proceeds of the Bonds will be used in a manner that would cause the Bonds to be "arbitrage bonds" within the meaning of the Code and any applicable regulations (whether final, temporary or proposed) issued pursuant to the Code.

"*Treasury Regulations*" shall have the meaning assigned to such term in Section 7.5(c).

"*Trust Estate*" means the Trust Estate described in the granting clauses of this Indenture.

"*Trustee*" means UMB Bank, N.A., a national banking association, in its capacity as trustee hereunder, and its successors, and any other corporation or association that may at any time be substituted in its place, as provided in Article IX, such entity to serve as Trustee and Paying Agent/Registrar for the Bonds Similarly Secured.

"*Value of Investment Securities*" means the amortized value of any Investment Securities, provided, however, that all United States of America, United States Treasury Obligations – State and Local Government Series shall be valued at par and those obligations which are redeemable at the option of the Holder shall be valued at the price at which such obligations are then redeemable. The computations shall include accrued interest on the investment securities paid as a part of the purchase price thereof and not collected. For the purposes of this definition "amortized value," when used with respect to a security purchased at par means the purchase price of such security and when used with respect to a security purchased at a premium above or discount below par, means as of any subsequent date of valuation, the value obtained by dividing the total premium or discount by the number of interest payment dates remaining to maturity on any such security after such purchase and by multiplying the amount as calculated by the number of interest payment dates having passed since the date of purchase and (i) in the case of a security purchased at a premium, by deducting the product thus obtained from the purchase price, and (ii) in the case of a security purchased at a discount, by adding the product thus obtained to the purchase price. The Trustee retains the ability and may rely upon the City's financial advisor to provide a determination as to the foregoing.

"*Value to Lien Ratio*" means the ratio of the appraised value of a specific assessed parcel or assessed parcels, as applicable, in a Future Improvement Area, based on an appraisal delivered by an independent appraiser licensed in the State of Texas, to the sum of (i) the Future Improvement Area Assessments levied or to be levied on a specific parcel or parcels, as applicable, within such Future Improvement Area and (ii) the outstanding Major Improvement Area Assessments levied on such parcel or parcels, as applicable, within such Future Improvement Area.

Section 1.2. **Findings.**

The declarations, determinations and findings declared, made and found in the preamble to this Indenture are hereby adopted, restated and made a part of the operative provisions hereof.

Section 1.3. **Table of Contents, Titles and Headings.**

The table of contents, titles, and headings of the Articles and Sections of this Indenture

have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Indenture or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.4. **Interpretation.**

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) Words importing persons include any individual, corporation, limited liability company, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or agency or political subdivision thereof.

(c) Any reference to a particular Article or Section shall be to such Article or Section of this Indenture unless the context shall require otherwise.

(d) When used in Article XI of this Indenture in connection with the Bonds Similarly Secured, any reference to this Indenture, Article XI of this Indenture or any Section thereunder, and/or any events of default or remedies set forth therein, such terms and references shall be read and interpreted to include any indenture relating to any Bonds Similarly Secured, the related Article or Section in such indenture, and/or the events of default and remedies set forth therein.

(e) This Indenture and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein to sustain the validity of this Indenture.

ARTICLE II

THE BONDS

Section 2.1. **Security for the Bonds Similarly Secured.**

(a) The Bonds Similarly Secured, as to both principal and interest, are and shall be equally and ratably secured by and payable from a first lien on, security interest in, and pledge of the Trust Estate.

(b) The lien on, security interest in, and pledge of the Trust Estate shall be valid and binding and fully perfected from and after the Closing Date of the Bonds, which is the date of the delivery of this Indenture, without physical delivery or transfer of control of the Trust Estate, the filing of this Indenture or any other act; all as provided in Chapter 1208 of the Texas Government Code, as amended, which applies to the issuance of the Bonds and the pledge of the Trust Estate granted by the City under this Indenture, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Bonds are Outstanding such that the pledge of the Trust Estate granted by the City under this Indenture is to be subject to the filing requirements of

Chapter 9, Texas Business and Commerce Code, as amended, then in order to preserve to the registered Holders of the Bonds the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business and Commerce Code, as amended, and enable a filing to perfect the security interest in said pledge to occur.

Section 2.2. **Limited Obligations.**

The Bonds Similarly Secured are special and limited obligations of the City, payable solely from and secured solely by the Trust Estate, including the Pledged Revenues and the Pledged Funds; and the Bonds Similarly Secured shall never be payable out of funds raised or to be raised by taxation or from any other revenues, properties or income of the City.

Section 2.3. **Authorization for Indenture.**

The terms and provisions of this Indenture and the execution and delivery hereof by the City to the Trustee have been duly authorized by official action of the City Council of the City. The City has ascertained and it is hereby determined and declared that the execution and delivery of this Indenture is necessary to carry out and effectuate the purposes set forth in the preambles of this Indenture and that each and every covenant or agreement herein contained and made is necessary, useful and/or convenient in order to better secure the Bonds Similarly Secured and is a contract or agreement necessary, useful and/or convenient to carry out and effectuate the purposes herein described.

Section 2.4. **Contract with Holders and Trustee.**

(a) The purposes of this Indenture are to establish a lien and the security for, and to prescribe the minimum standards for the authorization, issuance, execution and delivery of, the Bonds Similarly Secured and to prescribe the rights of the Holders, and the rights and duties of the City and the Trustee.

(b) In consideration of the purchase and acceptance of any or all of the Bonds Similarly Secured by those who shall purchase and hold the same from time to time, the provisions of this Indenture shall be a part of the contract of the City with the Holders, and shall be deemed to be and shall constitute a contract among the City, the Holders, and the Trustee.

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE BONDS SIMILARLY SECURED

Section 3.1. **Authorization.**

The Bonds are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State, including particularly the PID Act, as amended. The Bonds shall be issued in the aggregate principal amount of $[_____] for the purpose of (i) paying a

portion of the Actual Costs of the Major Improvement Area Improvements, (ii) paying the Administrative Reserves related to the Bonds, (iii) paying Bond Issuance Costs for the Bonds, including funding a reserve fund for the payment of principal and interest on the Bonds, and (iv) paying the interest on the Bonds during and after the period of construction.

Section 3.2. **Date, Denomination, Maturities, Numbers and Interest.**

(a) The Bonds shall be dated the date of the initial delivery thereof (the "*Bond Date*") and shall be issued in Authorized Denominations. The Bonds shall be in fully registered form, without coupons, and shall be numbered separately from R-1 upward, except the Initial Bond, which shall be numbered T-1.

(b) Interest shall accrue and be paid on each Bond from the later of the Bond Date or the most recent Interest Payment Date to which interest has been paid or provided for, at the rate per annum set forth below until the principal thereof has been paid on the maturity date specified below or otherwise provided for. Such interest shall be payable semiannually on March 15 and September 15 of each year, commencing March 15, 2027, computed on the basis of a 360-day year of twelve 30-day months.

(c) The Bonds shall mature on September 15 in the years and in the principal amounts and shall bear interest at the rates set forth below:

Year	Principal Amount	Interest Rate
	$	%

(d) The Bonds shall be subject to mandatory sinking fund redemption, optional redemption, and extraordinary optional redemption prior to maturity as provided in Article IV, and shall otherwise have the terms, tenor, denominations, details, and specifications as set forth in the form of Bond set forth in Section 5.2.

Section 3.3. **Conditions Precedent to Delivery of Bonds.**

The Bonds shall be executed by the City and delivered to the Trustee, whereupon the Trustee shall authenticate the Bonds and, upon payment of the purchase price of the Bonds, shall deliver (which delivery may be via electronic mail in portable document (PDF) or similar format) the Bonds upon the order of the City, but only upon delivery to the Trustee of:

(a) a certified copy of the Assessment Ordinance;

(b) a certified copy of the Bond Ordinance;

(c) a copy of the executed Financing Agreement and any amendments;

(d) an executed copy of the Continuing Disclosure Agreement of the City, an executed copy of the Continuing Disclosure Agreement of Heirloom East, and an executed copy of the Continuing Disclosure Agreement of Heirloom Tx;

(e) a copy of this Indenture executed by the Trustee and the City;

(f) an executed City Certificate directing the authentication and delivery of the Bonds, describing the Bonds to be authenticated and delivered, designating the purchasers to whom the Bonds are to be delivered, stating the purchase price of the Bonds and stating that all items required by this Section are therewith delivered to the Trustee in form and substance satisfactory to the City;

(g) an executed signature and no-litigation certificate of the City;

(h) executed opinions of Bond Counsel and the City Attorney; and

(i) the approving opinion of the Attorney General of the State and the State Comptroller's registration certificate.

Section 3.4. **Medium, Method and Place of Payment.**

(a) Principal of and interest on the Bonds Similarly Secured shall be paid in lawful money of the United States of America, as provided in this Section.

(b) Interest on the Bonds Similarly Secured shall be payable to the Holders thereof as shown in the Register at the close of business on the relevant Record Date or Special Record Date, as applicable.

(c) Interest on the Bonds Similarly Secured shall be paid by check, dated as of the Interest Payment Date for the applicable series of Bonds Similarly Secured, and sent, first class United States mail, postage prepaid, by the Paying Agent/Registrar to each Holder at the address of each as such appears in the Register or by such other customary banking arrangement acceptable to the Paying Agent/Registrar and the Holder; provided, however, the Holder shall bear all risk and expense of such other banking arrangement.

(d) The principal of each Bond Similarly Secured shall be paid to the Holder of such Bond on the due date thereof, whether at the maturity date or the date of prior redemption thereof, upon presentation and surrender of such Bond at the Designated Payment/Transfer Office of the Paying Agent/Registrar.

(e) If the date for the payment of the principal of or interest on the Bonds Similarly Secured shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are required or authorized by law or executive order to close, the date for such payment shall be the next succeeding day that is not a Saturday, Sunday, legal holiday, or day on which banking institutions are required or authorized to close, and payment on such date shall for all purposes be deemed to have been made on the due date thereof as specified in Section 3.2 of this Indenture.

(f) Unclaimed payments of amounts due hereunder shall be segregated in a special account and held in trust, uninvested by the Paying Agent/Registrar, for the account of the Holder of the Bonds Similarly Secured to which such unclaimed payments pertain. Subject to any escheat, abandoned property, or similar law of the State, any such payments remaining unclaimed by the Holders entitled thereto for three (3) years after the applicable payment or redemption date shall be applied to the next payment or payments on the Bonds Similarly Secured thereafter coming due and, to the extent any such money remains after the retirement of all Outstanding Bonds Similarly Secured, shall be paid to the City to be used for any lawful purpose. Thereafter, none of the City, the Paying Agent/Registrar, or any other Person shall be liable or responsible to any Holders of such Bonds for any further payment of such unclaimed moneys or on account of any such Bonds Similarly Secured, subject to any applicable escheat law or similar law of the State.

Section 3.5. **Execution and Registration of Bonds.**

(a) The Bonds Similarly Secured shall be executed on behalf of the City by the Mayor or Mayor Pro-Tem and City Secretary, by their manual or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon such facsimile signatures on the Bonds Similarly Secured shall have the same effect as if each of the Bonds Similarly Secured had been signed manually and in person by each of said officers, and such facsimile seal on the Bonds Similarly Secured shall have the same effect as if the official seal of the City had been manually impressed upon each of the Bonds Similarly Secured.

(b) In the event that any officer of the City whose manual or facsimile signature appears on the Bonds Similarly Secured ceases to be such officer before the authentication of such Bonds Similarly Secured or before the delivery thereof, such manual or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Bond Similarly Secured shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Indenture unless and until there appears thereon the Certificate of Trustee substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Trustee. It shall not be required that the same officer or authorized signatory of the Trustee sign the Certificate of Trustee on all of the Bonds Similarly Secured. In lieu of the executed Certificate of Trustee described above, the Initial Bond delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller, or by his duly authorized agent, which certificate shall be evidence that the Initial Bond has been duly approved by the Attorney General, is a valid and binding obligation of the City, and has been registered by the Comptroller.

(d) On the Closing Date, one Initial Bond for each series of Bonds Similarly Secured representing the entire principal amount of all Bonds Similarly Secured and registered in the name of Cede & Co, payable in stated installments to the Purchaser, or its designee, executed with the manual or facsimile signatures of the Mayor or Mayor Pro-Tem and the City Secretary, approved by the Attorney General, and registered and manually signed by the Comptroller, will be delivered to the Purchaser or its designee. Upon payment for the Initial Bond, the Trustee shall cancel the Initial Bond and upon City order deliver to DTC on behalf of the Purchaser one registered definitive Bond for each year of maturity of such series of the Bonds Similarly Secured, in the aggregate principal amount of all Bonds Similarly Secured of such series for such maturity, registered in the name of Cede & Co., as nominee of DTC.

Section 3.6. **Ownership.**

(a) The City, the Trustee, the Paying Agent/Registrar and any other Person may treat the Person in whose name any Bond Similarly Secured is registered as the absolute owner of such Bond Similarly Secured for the purpose of making and receiving payment as provided herein (except interest shall be paid to the Person in whose name such Bond Similarly Secured is registered on the Record Date or Special Record Date, as applicable) and for all other purposes, whether or not such Bond Similarly Secured is overdue, and none of the City, the Trustee or the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Holder of any Bond Similarly Secured shall be valid and effectual and shall discharge the liability of the City, the Trustee and the Paying Agent/Registrar upon such Bond to the extent of the sums paid.

Section 3.7. **Registration, Transfer and Exchange.**

(a) So long as any Bond Similarly Secured remains Outstanding, the City shall cause the Paying Agent/Registrar to keep at the Designated Payment/Transfer Office a Register in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds Similarly Secured in accordance with this Indenture. The Paying Agent/Registrar represents and warrants that it will maintain a copy of the Register, which may be in electronic form, and shall cause the Register to be current with all registration and transfer information as from time to time may be applicable.

(b) A Bond Similarly Secured shall be transferable only upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar. No transfer of any Bond Similarly Secured shall be effective until entered in the Register.

(c) The Bonds Similarly Secured shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar for a Bond Similarly Secured or Bonds Similarly Secured of the same maturity and interest rate and in any Authorized Denomination and in an aggregate principal amount equal to the unpaid principal

amount of the Bond presented for exchange. The Trustee is hereby authorized to authenticate and deliver Bonds exchanged for other Bonds Similarly Secured in accordance with this Section.

(d) The Trustee is hereby authorized to authenticate and deliver Bonds Similarly Secured transferred or exchanged in accordance with this Section. A new Bond Similarly Secured or Bonds Similarly Secured will be delivered by the Paying Agent/Registrar, in lieu of the Bond Similarly Secured being transferred or exchanged, at the Designated Payment/Transfer Office, or sent by United States mail, first class, postage prepaid, to the Holder or his designee. Each transferred Bond Similarly Secured delivered by the Paying Agent/Registrar in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Indenture to the same extent as the Bond Similarly Secured or Bonds Similarly Secured in lieu of which such transferred Bond Similarly Secured is delivered.

(e) Each exchange Bond Similarly Secured delivered in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Indenture to the same extent as the Bond Similarly Secured or Bonds Similarly Secured in lieu of which such exchange Bond Similarly Secured is delivered.

(f) No service charge shall be made to the Holder for the initial registration, subsequent transfer, or exchange for a different Authorized Denomination of any of the Bonds Similarly Secured. The Paying Agent/Registrar, however, may require the Holder to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer, or exchange of a Bond Similarly Secured.

(g) Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer, or exchange any Bond or portion thereof called for redemption prior to maturity within forty-five (45) days prior to the date fixed for redemption; provided, however, such limitation shall not be applicable to an exchange by the Holder of the uncalled principal balance of a Bond Similarly Secured.

Section 3.8. **Cancellation.**

All Bonds Similarly Secured paid or redeemed before scheduled maturity in accordance with this Indenture, and all Bonds Similarly Secured in lieu of which exchange Bonds Similarly Secured or replacement Bonds Similarly Secured are authenticated and delivered in accordance with this Indenture, shall be cancelled, and proper records shall be made regarding such payment, redemption, exchange, or replacement. Whenever in this Indenture provision is made for the cancellation by the Trustee of any Bonds, at the City's written direction, the Trustee shall destroy such Bonds Similarly Secured and deliver a certificate of such destruction to the City.

Section 3.9. **Temporary Bonds.**

(a) Following the delivery and registration of the Initial Bond of each series of Bonds Similarly Secured and pending the preparation of definitive Bonds Similarly Secured, the proper officers of the City may execute and, upon the City's written request, the Trustee shall authenticate and deliver, one or more temporary Bonds Similarly Secured that are printed, lithographed,

typewritten, mimeographed or otherwise produced, in any Authorized Denomination, substantially of the tenor of the definitive Bonds Similarly Secured in lieu of which they are delivered, without coupons, and with such appropriate insertions, omissions, substitutions and other variations as the officers of the City executing such temporary Bonds may determine, as evidenced by their signing of such temporary Bonds Similarly Secured.

(b) Until exchanged for Bonds Similarly Secured in definitive form, such Bonds Similarly Secured in temporary form shall be entitled to the benefit and security of this Indenture.

(c) The City, without unreasonable delay, shall prepare, execute and deliver to the Trustee the Bonds Similarly Secured in definitive form; thereupon, upon the presentation and surrender of the Bond Similarly Secured or Bonds Similarly Secured in temporary form to the Paying Agent/Registrar, the Paying Agent/Registrar shall cancel the Bonds in temporary form and the Trustee shall authenticate and deliver in exchange therefor a Bond Similarly Secured or Bonds Similarly Secured of the same maturity and series, in definitive form, in the Authorized Denomination, and in the same aggregate principal amount, as the Bond Similarly Secured or Bonds Similarly Secured in temporary form surrendered. Such exchange shall be made without the making of any charge therefor to any Holder.

Section 3.10. **Replacement Bonds.**

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Bond, the City shall issue and the Trustee shall authenticate and deliver in exchange therefor a replacement Bond Similarly Secured of like tenor and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Holder of such Bond Similarly Secured to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Bond Similarly Secured is lost, apparently destroyed, or wrongfully taken, the City shall issue and the Trustee, pursuant to the Applicable Laws of the State and in the absence of notice or knowledge that such Bond Similarly Secured has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Bond Similarly Secured of like tenor and principal amount bearing a number not contemporaneously outstanding, provided that the Holder first complies with the following requirements:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Bond Similarly Secured;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar and the Trustee to save them and the City harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Trustee and the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the City and the Trustee.

(c) After the delivery of such replacement Bond Similarly Secured, if a bona fide purchaser of the original Bond Similarly Secured in lieu of which such replacement Bond Similarly Secured was issued presents for payment such original Bond Similarly Secured, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Bond Similarly Secured from the Person to whom it was delivered or any Person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost, or expense incurred by the City, the Paying Agent/Registrar or the Trustee in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Bond Similarly Secured has become or is about to become due and payable, the Paying Agent/Registrar, instead of issuing a replacement Bond Similarly Secured, may pay such Bond Similarly Secured if it has become due and payable or may pay such Bond Similarly Secured when it becomes due and payable.

(e) Each replacement Bond Similarly Secured delivered in accordance with this Section shall constitute an original additional contractual obligation of the City and shall be entitled to the benefits and security of this Indenture to the same extent as the Bond Similarly Secured or Bonds Similarly Secured in lieu of which such replacement Bond Similarly Secured is delivered.

Section 3.11. **Book-Entry Only System.**

(a) The Bonds Similarly Secured shall initially be issued in book-entry-only form and shall be deposited with DTC, which is hereby appointed to act as the securities depository therefor, in accordance with the letter of representations from the City to DTC. On the Closing Date the definitive Bonds Similarly Secured shall be issued in the form of a single typewritten certificate for each maturity thereof registered in the name of Cede & Co., as nominee for DTC.

(b) With respect to Bonds Similarly Secured registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any Person on behalf of whom such a DTC Participant holds an interest in the Bonds Similarly Secured. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds Similarly Secured, (ii) the delivery to any DTC Participant or any other Person, other than a Holder, as shown on the Register, of any notice with respect to the Bonds Similarly Secured, including any notice of redemption, or (iii) the payment to any DTC Participant or any other Person, other than a Holder, as shown in the Register of any amount with respect to principal of, premium, if any, or interest on the Bonds Similarly Secured. Notwithstanding any other provision of this Indenture to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the Person in whose name each Bond

Similarly Secured is registered in the Register as the absolute Holder of such Bond for the purpose of payment of principal of, premium, if any, and interest on Bonds Similarly Secured, for the purpose of giving notices of redemption and other matters with respect to such Bond Similarly Secured, for the purpose of registering transfer with respect to such Bond Similarly Secured, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Bonds Similarly Secured only to or upon the order of the respective Holders as shown in the Register, as provided in this Indenture, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, and interest on the Bonds Similarly Secured to the extent of the sum or sums so paid. No Person other than a Holder, as shown in the Register, shall receive a Bond Similarly Secured certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Indenture. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Indenture with respect to interest checks or drafts being mailed to the registered Holder at the close of business on the Record Date or Special Record Date, as applicable, the word "Cede & Co." in this Indenture shall refer to such new nominee of DTC.

Section 3.12. **Successor Securities Depository: Transfer Outside Book-Entry-Only System.**

In the event that the City determines that DTC is incapable of discharging its responsibilities described herein and in the letter of representations from the City to DTC, the City shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds Similarly Secured to such successor securities depository; or (ii) notify DTC and DTC Participants of the availability through DTC of certificated Bonds Similarly Secured and cause the Paying Agent/Registrar to transfer one or more separate registered Bonds Similarly Secured to DTC Participants having Bonds Similarly Secured credited to their DTC accounts. In such event, the Bonds Similarly Secured shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Holders transferring or exchanging Bonds Similarly Secured shall designate, in accordance with the provisions of this Indenture.

Section 3.13. **Payments to Cede & Co.**

Notwithstanding any other provision of this Indenture to the contrary, so long as any Bonds Similarly Secured are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bonds Similarly Secured, and all notices with respect to such Bonds Similarly Secured shall be made and given, respectively, in the manner provided in the blanket letter of representations from the City to DTC.

ARTICLE IV

REDEMPTION OF BONDS SIMILARLY SECURED BEFORE MATURITY

Section 4.1. **Limitation on Redemption.**

The Bonds shall be subject to redemption before their scheduled maturity only as provided in this Article IV. Each series of Bonds Similarly Secured, other than the Bonds, shall be subject to mandatory sinking fund redemption, extraordinary optional redemption, and/or optional redemption as provided in the Supplemental Indenture authorizing the issuance of such series of Bonds Similarly Secured.

Section 4.2. **Mandatory Sinking Fund Redemption.**

(a) The Bonds maturing on September 15 in the years [___], [___], [___] and [___] (collectively, the "*Term Bonds*"), are subject to mandatory sinking fund redemption prior to their respective maturities and will be redeemed by the City in part at the Redemption Price from moneys available for such purpose in the Principal and Interest Account of the Bond Fund pursuant to Article VI, on the dates and in the respective Sinking Fund Installments as set forth in the following schedule:

Term Bonds Maturing September 15, [___]

Redemption Date	Principal Amount
September 15, 20[__]	$
September 15, 20[__]	
September 15, 20[__]†	

†Final Maturity

Term Bonds Maturing September 15, [___]

Redemption Date	Principal Amount
September 15, 20[__]	$
September 15, 20[__]	
September 15, 20[__]†	

†Final Maturity

Term Bonds Maturing September 15, [___]

Redemption Date	Principal Amount
September 15, 20[__]	$
September 15, 20[__]	
September 15, 20[__]†	

†Final Maturity

Term Bonds Maturing September 15, [___]

Redemption Date	Principal Amount
September 15, 20[__]	$
September 15, 20[__]	
September 15, 20[__]†	

†Final Maturity

(b) At least thirty (30) days prior to each sinking fund redemption date, and subject to any prior reduction authorized by subparagraphs (c) and (d) of this Section 4.2, the Trustee shall select for redemption randomly by lot a principal amount of Term Bonds of such maturity equal to the Sinking Fund Installment amount of such Term Bonds to be redeemed, shall call such Term Bonds for redemption on such scheduled mandatory redemption date, and shall give notice of such redemption, as provided in Section 4.6.

(c) The principal amount of Term Bonds required to be redeemed on any redemption date pursuant to subparagraph (a) of this Section 4.2 shall be reduced, at the option of the City, by the principal amount of any Term Bonds of such maturity which, at least 30 days prior to the sinking fund redemption date shall have been acquired by the City at a price not exceeding the principal amount of such Term Bonds plus accrued unpaid interest to the date of purchase thereof, and delivered to the Trustee for cancellation.

(d) The principal amount of Term Bonds required to be redeemed on any redemption date pursuant to subparagraph (a) of this Section 4.2 shall be reduced on a pro rata basis among Sinking Fund Installments by the principal amount of any Term Bonds which, at least 30 days prior to the sinking fund redemption date, shall have been redeemed pursuant to the optional redemption provisions in Section 4.3 hereof or the extraordinary optional redemption provisions in Section 4.4 hereof and not previously credited to a mandatory sinking fund redemption.

Section 4.3. **Optional Redemption.**

The Bonds may be redeemed prior to their scheduled maturities on any date on or after September 15, 20[__], at the option of the City, with funds derived from any available and lawful source, as a whole, or in part, and, if in part, the particular Bonds, or portions thereof, to be redeemed shall be selected and designated by the City, at the Redemption Price. The Trustee shall receive written notice from the City of the City's intention to conduct an optional redemption of Bonds not less than thirty-five (35) days prior to the date fixed for redemption.

Section 4.4. **Extraordinary Optional Redemption.**

The City reserves the right and option to redeem Bonds before their respective scheduled maturity dates, in whole or in part, on any date, at the Redemption Price, from amounts on deposit in the Redemption Fund as a result of Prepayments (including related transfers to the Redemption Fund as provided in Section 6.7(d)) or any other transfers to the Redemption Fund under the terms of this Indenture. If less than all Bonds are called for extraordinary optional redemption, the Bonds

or portion of a Bond to be redeemed shall be allocated on a pro rata basis (as nearly as practicable) among all Outstanding Bonds. The Trustee shall receive written notice from the City of the City's intention to conduct an extraordinary optional redemption of Bonds not less than thirty-five (35) days prior to the date fixed for redemption.

Section 4.5. **Partial Redemption.**

(a) If less than all of the Bonds are to be redeemed pursuant to either Sections 4.2, 4.3 or 4.4, Bonds shall be redeemed in increments of $1,000; provided that no redemption shall cause the principal amount of any Bond to be less than the minimum Authorized Denomination for such Bond except as provided in the following sentence. Notwithstanding the foregoing, if any Bonds are to be partially redeemed and such redemption results in the redemption of a portion of a single Bond in an amount less than the Authorized Denomination in effect at the time, a Bond in the principal amount equal to the unredeemed portion, but not less than $1,000, may be issued. Each Bond shall be treated as representing the number of Bonds that is obtained by dividing the principal amount of such Bond by the minimum Authorized Denomination for such Bond.

(b) If less than all of the Bonds are called for optional redemption pursuant to Section 4.3 hereof, the City shall, pursuant to a City Certificate, determine the Bond or Bonds or the amount thereof within a Stated Maturity to be redeemed and direct the Trustee in writing to call by lot the Bonds, or portions thereof, within such Stated Maturity and in such principal amounts, for redemption.

(c) If less than all of the Bonds are called for extraordinary optional redemption pursuant to Section 4.4 hereof, the Bonds or portion of a Bond to be redeemed shall be allocated on a pro rata basis (as nearly as practicable) among all Outstanding Bonds. If less than all Bonds within a Stated Maturity are called for extraordinary optional redemption pursuant to Section 4.4 hereof, the Trustee shall call by lot the Bonds, or portions thereof, within such Stated Maturity and in such principal amounts, for redemption.

(d) Upon surrender of any Bond for redemption in part, the Trustee in accordance with Section 3.7 of this Indenture, shall authenticate and deliver an exchange Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered, such exchange being without charge.

Section 4.6. **Notice of Redemption to Holders.**

(a) Upon written notification by the City to the Trustee of the exercise of any redemption, the Trustee shall give notice of any redemption of Bonds Similarly Secured by sending notice by first class United States mail, postage prepaid, not less than 30 days before the date fixed for redemption, to the Holder of each Bond Similarly Secured or portion thereof to be redeemed, at the address shown in the Register.

(b) The notice shall state the redemption date, the Redemption Price, the place at which the Bonds Similarly Secured are to be surrendered for payment, and, if less than all the Outstanding Bonds Similarly Secured are to be redeemed, and subject to Section 4.5, an identification of the

Bonds Similarly Secured or portions thereof to be redeemed, any conditions to such redemption and that on the redemption date, if all conditions, if any, to such redemption have been satisfied, such Bond Similarly Secured shall become due and payable.

(c) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Holder receives such notice.

(d) The City has the right to rescind any optional redemption or extraordinary optional redemption described in Section 4.3 or 4.4 by written notice to the Trustee on or prior to the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds are not available on the date fixed for redemption for the payment in full of the Bonds Similarly Secured then called for redemption, and such cancellation shall not constitute an Event of Default under this Indenture. Upon written direction from the City, the Trustee shall mail notice of rescission of redemption in the same manner notice of redemption was originally provided.

(e) With respect to any optional redemption of the Bonds, unless the Trustee has received funds sufficient to pay the Redemption Price of the Bonds to be redeemed before giving of a notice of redemption, the notice may state the City may condition redemption on the receipt of such funds by the Trustee on or before the date fixed for the redemption, or on the satisfaction of any other prerequisites set forth in the notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption are not satisfied and sufficient funds are not received, the notice shall be of no force and effect, the City shall not redeem the Bonds and the Trustee shall give notice, in the manner in which the notice of redemption was given, that the Bonds have not been redeemed.

Section 4.7. **Payment Upon Redemption.**

(a) The Trustee shall make provision for the payment of the Bonds Similarly Secured to be redeemed on such date by setting aside and holding in trust an amount from the Redemption Fund or otherwise received by the Trustee from the City and shall use such funds solely for the purpose of paying the Redemption Price on the Bonds Similarly Secured being redeemed.

(b) Upon presentation and surrender of any Bond Similarly Secured called for redemption at the designated corporate trust office of the Trustee on or after the date fixed for redemption, the Trustee shall pay the Redemption Price on such Bond Similarly Secured to the date of redemption from the moneys set aside for such purpose.

Section 4.8. **Effect of Redemption.**

Notice of redemption having been given as provided in Section 4.6 of this Indenture, the Bonds Similarly Secured or portions thereof called for redemption shall become due and payable on the date fixed for redemption provided that funds for the payment of the Redemption Price on such Bonds Similarly Secured are on deposit with the Trustee; thereafter, such Bonds Similarly Secured or portions thereof shall cease to bear interest from and after the date fixed for redemption,

whether or not such Bonds Similarly Secured are presented and surrendered for payment on such date.

ARTICLE V

FORM OF THE BONDS SIMILARLY SECURED

Section 5.1. **Form Generally.**

(a) The Bonds, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of the Trustee, and the Assignment to appear on each of the Bonds, (i) shall be substantially in the form set forth in this Article with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Indenture, and with respect to any Refunding Bonds, substantially in the form set forth in a Supplemental Indenture with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by the Supplemental Indenture and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of Bond Counsel) thereon as, consistently herewith, may be determined by the City or by the officers executing such Bonds, as evidenced by their execution thereof.

(b) Any portion of the text of any Bonds Similarly Secured may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Bonds Similarly Secured.

(c) The definitive Bonds Similarly Secured shall be typewritten, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Bonds Similarly Secured, as evidenced by their execution thereof.

(d) The Initial Bond of each series of Bond Similarly Secured submitted to the Attorney General may be typewritten and photocopied or otherwise reproduced.

Section 5.2. **Form of the Bonds.**

(a) Form of Bond.

NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OF TEXAS, THE CITY, WILLIAMSON COUNTY, OR ANY OTHER POLITICAL CORPORATION, SUBDIVISION OR AGENCY THEREOF, IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THIS BOND.

REGISTERED
NO. _____

United States of America
State of Texas

REGISTERED
$_____

CITY OF GEORGETOWN, TEXAS
SPECIAL ASSESSMENT REVENUE BOND, SERIES 2026
(HEIRLOOM PUBLIC IMPROVEMENT DISTRICT
MAJOR IMPROVEMENT AREA PROJECT)

INTEREST RATE	MATURITY DATE	DATE OF DELIVERY	CUSIP NUMBER
_____%	September 15, 20__	[_____], 2026	_____ ___

The City of Georgetown, Texas (the "*City*"), for value received, hereby promises to pay, solely from the Trust Estate, to

_____

or registered assigns, on the Maturity Date, as specified above, the sum of

_____ DOLLARS

unless this Bond shall have been sooner called for redemption and the payment of the principal hereof shall have been paid or provision for such payment shall have been made, and to pay interest on the unpaid principal amount hereof from the later of the Date of Delivery, as specified above, or the most recent Interest Payment Date to which interest has been paid or provided for until such principal amount shall have been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be paid semiannually on March 15, and September 15, of each year, commencing March 15, 2027.

Capitalized terms appearing herein that are defined terms in the Indenture (defined below), have the meanings assigned to them in the Indenture. Reference is made to the Indenture for such definitions and for all other purposes.

The principal of this Bond shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Bond at the corporate trust office in Austin, Texas (the "*Designated Payment/Transfer Office*"), of UMB Bank, N.A., a national banking association, as trustee and paying agent/registrar (the "*Trustee*"), or, with respect to a successor trustee and paying agent/registrar, at the Designated Payment/Transfer Office of such successor. Interest on this Bond is payable by check dated as of the Interest Payment Date, mailed by the Trustee to the registered Holder at the address shown on the registration books kept by the Trustee or by such other customary banking arrangements acceptable to the Trustee, requested by, and at the risk and expense of, the Person to whom interest is to be paid. For the purpose of the payment of interest on this Bond, the registered Holder shall be the Person in whose name this Bond is registered at the close of business on the "Record Date," which shall be the last Business Day of the month next preceding such Interest Payment Date; provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, and for 30 days

thereafter, a new record date for such interest payment (a "*Special Record Date*") will be established by the Trustee, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five Business Days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Holder of a Bond appearing on the books of the Trustee at the close of business on the last Business Day preceding the date of mailing such notice.

If a date for the payment of the principal of or interest on the Bonds is a Saturday, Sunday, legal holiday, or a day on which banking institutions in the city in which the Designated Payment/Transfer Office is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding Business Day, and payment on such date shall have the same force and effect as if made on the original date payment was due.

This Bond is one of a duly authorized issue of assessment revenue bonds of the City having the designation specified in its title (herein referred to as the "Bonds"), dated as of the Date of Delivery and issued in the aggregate principal amount of $[_____] and issued, with the limitations described herein, pursuant to an Indenture of Trust, dated as of November 1, 2026 (the "*Indenture*"), by and between the City and the Trustee, to which Indenture reference is hereby made for a description of the amounts thereby pledged and assigned, the nature and extent of the lien and security, the respective rights thereunder to the Holders of the Bonds, the Trustee, and the City, and the terms upon which the Bonds are, and are to be, authenticated and delivered and by this reference to the terms of which each Holder of this Bond hereby consents. All Bonds issued under the Indenture are equally and ratably secured by the amounts thereby pledged and assigned. The Bonds are being issued for the purpose of (i) paying a portion of the Actual Costs of the Major Improvement Area Improvements, (ii) paying the Administrative Reserves related to the Bonds, (iii) paying Bond Issuance Costs for the Bonds, including funding a reserve fund for the payment of principal and interest on the Bonds, and (iv) paying the interest on the Bonds during and after the period of construction.

The Bonds are special, limited obligations of the City payable solely from the Trust Estate. Reference is hereby made to the Indenture, copies of which are on file with and available upon request from the Trustee, for the provisions, among others, with respect to the nature and extent of the duties and obligations of the City, the Trustee and the Holders. The Holder of this Bond, by the acceptance hereof, is deemed to have agreed and consented to the terms, conditions and provisions of the Indenture.

The City has reserved the right to issue Refunding Bonds, Future Improvement Area Bonds and other obligations on the terms and conditions specified in the Indenture.

Notwithstanding any provision hereof, the Indenture may be released and the obligation of the City to make money available to pay this Bond may be defeased by the deposit of money and/or certain direct or indirect Defeasance Securities sufficient for such purpose as described in the Indenture.

The Bonds are issuable as fully registered bonds only in denominations of $25,000 and any multiple of $1,000 in excess thereof ("*Authorized Denominations*"). The City prohibits the breaking up or allocation of CUSIP numbers to any Bond or Bonds in denominations of less than $25,000, and any attempt to do so will be void and of no effect, except as may be the result of a partial redemption of a single Bond as provided in the Indenture, provided, however, that if the total principal amount of any Outstanding Bond is less than $25,000, then the Authorized Denomination of such Outstanding Bond shall be the amount of such Outstanding Bond.

The Bonds maturing on September 15 in the years [___], [___], [___] and [___] (collectively, the "*Term Bonds*"), are subject to mandatory sinking fund redemption prior to their respective maturities and will be redeemed by the City in part at a redemption price equal to the principal amount thereof plus accrued and unpaid interest thereon to the date set for redemption from moneys available for such purpose in the Principal and Interest Account of the Bond Fund pursuant to Article VI of the Indenture, on the dates and in the respective Sinking Fund Installments as set forth in the following schedule:

Term Bonds Maturing September 15, [___]

Redemption Date	Principal Amount
September 15, 20[__]	$
September 15, 20[__]	
September 15, 20[__]†	

†Final Maturity

Term Bonds Maturing September 15, [___]

Redemption Date	Principal Amount
September 15, 20[__]	$
September 15, 20[__]	
September 15, 20[__]†	

†Final Maturity

Term Bonds Maturing September 15, [___]

Redemption Date	Principal Amount
September 15, 20[__]	$
September 15, 20[__]	
September 15, 20[__]†	

†Final Maturity

Term Bonds Maturing September 15, [___]

Redemption Date	Principal Amount
September 15, 20[__]	$
September 15, 20[__]	

September 15, 20[__]†

†Final Maturity

At least thirty (30) days prior to each sinking fund redemption date, and subject to any prior reduction authorized by the Indenture, the Trustee shall select for redemption randomly by lot, a principal amount of Term Bonds of such maturity equal to the Sinking Fund Installments of such Term Bonds to be redeemed, shall call such Term Bonds for redemption on such scheduled mandatory sinking fund redemption date, and shall give notice of such redemption, as provided in Section 4.6 of the Indenture.

The principal amount of Term Bonds required to be redeemed on any sinking fund redemption date shall be reduced, at the option of the City, by the principal amount of any Term Bonds of such maturity which, at least thirty (30) days prior to the sinking fund redemption date shall have been acquired by the City at a price not exceeding the principal amount of such Term Bonds plus accrued and unpaid interest to the date of purchase thereof, and delivered to the Trustee for cancellation.

The principal amount of Term Bonds required to be redeemed on any sinking fund redemption date shall be reduced on a pro rata basis among Sinking Fund Installments by the principal amount of any Term Bonds which, at least 30 days prior to the sinking fund redemption date, shall have been redeemed pursuant to the optional redemption or extraordinary optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.

The Bonds may be redeemed prior to their scheduled maturities on any date on or after September 15, 20[__], at the option of the City, with funds derived from any available and lawful source, as a whole, or in part, and, if in part, the particular Bonds, or portions thereof, to be redeemed shall be selected and designated by the City, at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date fixed for redemption.

The Bonds are subject to extraordinary optional redemption prior to maturity in whole or in part, on any date, at the option of the City, at a redemption price equal to the principal amount of the Bonds called for redemption, plus accrued and unpaid interest to the date fixed for redemption from amounts on deposit in the Redemption Fund as a result of Prepayments or any other transfers to the Redemption Fund under the terms of the Indenture. If less than all Bonds are called for extraordinary optional redemption, the Bonds or portion of a Bond to be redeemed shall be allocated on a pro rata basis (as nearly as practicable) among all Outstanding Bonds.

The Trustee shall give notice of any redemption of Bonds by sending notice by first class United States mail, postage prepaid, not less than 30 days before the date fixed for redemption, to the Holder of each Bond (or part thereof) to be redeemed, at the address shown on the Register. The notice shall state the redemption date, the Redemption Price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds Outstanding are to be redeemed, an identification of the Bonds or portions thereof to be redeemed. Any notice so given shall be conclusively presumed to have been duly given, whether or not the Holder receives such notice.

The City has the right to rescind any optional redemption or extraordinary optional redemption described in the Indenture by written notice to the Trustee on or prior to the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds are not available on the date fixed for redemption for the payment in full of the Bonds then called for redemption, and such cancellation shall not constitute an Event of Default under the Indenture. The Trustee shall mail notice of rescission of redemption in the same manner notice of redemption was originally provided.

With respect to any optional redemption of the Bonds, unless the Trustee has received funds sufficient to pay the Redemption Price of the Bonds to be redeemed before giving of a notice of redemption, the notice may state the City may condition redemption on the receipt of such funds by the Trustee on or before the date fixed for the redemption, or on the satisfaction of any other prerequisites set forth in the notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption are not satisfied and sufficient funds are not received, the notice shall be of no force and effect, the City shall not redeem the Bonds and the Trustee shall give notice, in the manner in which the notice of redemption was given, that the Bonds have not been redeemed.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the City and the rights of the Holders of the Bonds under the Indenture at any time Outstanding affected by such modification. The Indenture also contains provisions permitting the Holders of specified percentages in aggregate principal amount of the Bonds at the time Outstanding, on behalf of the Holders of all the Bonds, to waive compliance by the City with certain past defaults under the Bond Ordinance or the Indenture and their consequences. Any such consent or waiver by the Holder of this Bond or any predecessor Bond evidencing the same debt shall be conclusive and binding upon such Holder and upon all future Holders thereof and of any Bond issued upon the transfer thereof or in exchange therefor or in lieu thereof, whether or not notation of such consent or waiver is made upon this Bond.

As provided in the Indenture, this Bond is transferable upon surrender of this Bond for transfer at the Designated Payment/Transfer Office, with such endorsement or other evidence of transfer as is acceptable to the Trustee, and upon delivery to the Trustee of such certifications and/or opinion of counsel as may be required under the Indenture for the transfer of this Bond. Upon satisfaction of such requirements, one or more new fully registered Bonds of the same Stated Maturity, of Authorized Denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

Neither the City nor the Trustee shall be required to issue, transfer or exchange any Bond called for redemption where such redemption is scheduled to occur within 45 calendar days of the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the registered owner of the uncalled principal balance of a Bond.

The City, the Trustee, and any other Person may treat the Person in whose name this Bond is registered as the Holder hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the Person in whose name this Bond is registered on the Record Date or

Special Record Date, as applicable) and for all other purposes, whether or not this Bond be overdue, and neither the City nor the Trustee shall be affected by notice to the contrary.

NEITHER THE FULL FAITH AND CREDIT NOR THE GENERAL TAXING POWER OF THE CITY, WILLIAMSON COUNTY, OR THE STATE OF TEXAS, OR ANY POLITICAL SUBDIVISION THEREOF, IS PLEDGED TO THE PAYMENT OF THE BONDS.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Bond and the series of which it is a part is duly authorized by law; that all acts, conditions and things required to be done precedent to and in the issuance of the Bonds have been properly done and performed and have happened in regular and due time, form and manner, as required by law; and that the total indebtedness of the City, including the Bonds, does not exceed any Constitutional or statutory limitation.

IN WITNESS WHEREOF, the City Council of the City has caused this Bond to be executed under the official seal of the City.

City Secretary, City of Georgetown, Texas	Mayor, City of Georgetown, Texas

[CITY SEAL]

(b) Form of Comptroller's Registration Certificate.

The following Registration Certificate of Comptroller of Public Accounts shall appear on the Initial Bond:

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER	§	
OF PUBLIC ACCOUNTS	§	REGISTER NO. _____
THE STATE OF TEXAS	§	

I HEREBY CERTIFY THAT there is on file and of record in my office an opinion to the effect that the Attorney General of the State of Texas has approved this Bond, and that this Bond has been registered this day by me.

WITNESS MY SIGNATURE AND SEAL OF OFFICE this _____

_____
Comptroller of Public Accounts
of the State of Texas

[SEAL]

(c) Form of Certificate of Trustee.

CERTIFICATE OF TRUSTEE

It is hereby certified that this is one of the Bonds of the series of Bonds referred to in the within mentioned Indenture.

UMB Bank, N.A., as Trustee

DATED: _____

By: _____
Authorized Signatory

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto (print or typewrite name and address, including zip code, of Transferee.)

_____

_____

_____
(Social Security or other identifying number: _____) the within Bond and all rights hereunder, and hereby irrevocably constitutes and appoints _____, attorney, to register the transfer of the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed by:

_____ _____

_____

Authorized Signatory

NOTICE: The signature on this Assignment must correspond with the name of the registered Holder as it appears on the face of the within Bond in every particular and must be guaranteed in a manner acceptable to the Trustee.

(e) The Initial Bond shall be in the form set forth in paragraphs (a), (b) and (d) of this section, except for the following alterations:

(i) immediately under the name of the Bond the heading "INTEREST RATE" and "MATURITY DATE" shall both be completed with the expression "As Shown Below," and the reference to the "CUSIP NUMBER" shall be deleted;

(ii) the Initial Bond shall be numbered T-1; and

(iii) in the first paragraph of the Bond, the words "on the Maturity Date, as specified above, the sum of _____ DOLLARS" shall be deleted and the following will be inserted: "on September 15 in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

Year	Principal Amount	Interest Rate
	$	%

Section 5.3. **CUSIP Registration.**

The City may secure identification numbers through CUSIP Global Services, managed by FactSet Research Systems, Inc. on behalf of the American Bankers Association, New York, New York, and may authorize the printing of such numbers on the face of the Bonds Similarly Secured. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds Similarly Secured shall be of no significance or effect as regards the legality thereof and none of the City, the attorneys approving said Bonds Similarly Secured as to legality or the Trustee are to be held responsible for CUSIP numbers incorrectly printed on the Bonds Similarly Secured. Except as authorized by Section 4.5 hereof, the City prohibits any Bond to be issued in a denomination of less than $25,000 and further prohibits the assignment of a CUSIP number to any Bond with a denomination of less than $25,000, and any attempt to accomplish either of the foregoing shall be void and of no effect, except as provided in Section 4.5 hereof. The Trustee may include in any redemption notice a statement to the effect that the CUSIP numbers on the

Bonds Similarly Secured have been assigned by an independent service and are included in such notice solely for the convenience of the Holders and that neither the City nor the Trustee shall be liable for any inaccuracies in such numbers.

Section 5.4. **Legal Opinion.**

The approving legal opinion of Bond Counsel may be printed on or attached to each Bond Similarly Secured over the certification of the City Secretary of the City, which may be executed in facsimile.

ARTICLE VI

FUNDS AND ACCOUNTS

Section 6.1. **Establishment of Funds and Accounts.**

(a) Creation of Funds. The following Funds are hereby created and established by the Trustee under this Indenture:

(i) Pledged Revenue Fund;

(ii) Bond Fund;

(iii) Project Fund;

(iv) Reserve Fund;

(v) Redemption Fund;

(vi) Rebate Fund;

(vii) Administrative Fund; and

(viii) Project Collection Fund.

(b) Creation of Accounts.

(i) The following Accounts are hereby created and established under the Bond Fund:

(A) Capitalized Interest Account; and

(B) Principal and Interest Account.

(ii) The following Accounts are hereby created and established under the Reserve Fund:

(A) Reserve Account; and

(B) Delinquency & Prepayment Reserve Account.

(iii) The following Accounts are hereby created and established under the Project Fund:

(A) Major Improvement Area Improvement Account; and

(B) Costs of Issuance Account.

(iv) The following Account is hereby created and established under the Pledged Revenue Fund:

(A) Bond Pledged Revenue Account.

(c) Each Fund and each Account created within such Fund shall be maintained by the Trustee separate and apart from all other funds and accounts of the City. The Pledged Funds shall constitute trust funds which shall be held in trust by the Trustee as part of the Trust Estate solely for the benefit of the Holders of the Bonds Similarly Secured. Amounts on deposit in the Funds and Accounts shall be used solely for the purposes set forth herein.

(d) Interest earnings and profit on each respective Fund and Account established by this Indenture shall be applied or withdrawn for the purposes of such Fund or Account as specified below.

(e) The Trustee may, from time to time, upon written direction from the City pursuant to a City Certificate, create additional Funds or Accounts hereunder as may be necessary for the receipt and application of the Assessment Revenues to account properly for the payment of the Actual Costs of the Major Improvement Area Improvements or to facilitate the payment or redemption for the Bonds Similarly Secured.

Section 6.2. **Initial Deposits to Funds and Accounts.**

The proceeds from the sale of the Bonds shall be paid to the Trustee and deposited or transferred by the Trustee as follows:

(i) to the Capitalized Interest Account of the Bond Fund: $[_____];

(ii) to the Reserve Account of the Reserve Fund: $[_____] which is equal to the initial Reserve Account Requirement;

(iii) to the Costs of Issuance Account of the Project Fund: $[_____];

(iv) to the Major Improvement Area Improvement Account of the Project Fund: $[_____]; and

(v) to the Administrative Fund: $[_____].

Section 6.3. **Pledged Revenue Fund and Project Collection Fund.**

(a) On or before February 20, 2029, and on or before each August 20 and February 20 of each year thereafter while the Bonds Similarly Secured are Outstanding, the City shall transfer to the Trustee for deposit to the Pledged Revenue Fund the Pledged Revenues, other than the Pledged Revenues deposited into the Project Collection Fund by the Trustee upon the receipt from the Tax Assessor-Collector of the County. Upon the Trustee's receipt of the Pledged Revenues, including the Pledged Revenues deposited into the Project Collection Fund pursuant to Section 6.3(b) and subsequently transferred to the Pledged Revenue Fund by the Trustee pursuant to a City Certificate as described in Section 6.3(b), the Trustee shall deposit or cause to be deposited the foregoing amounts as follows: (i) first, to the Bond Pledged Revenue Account of the Pledged Revenue Fund in an amount sufficient to pay debt service on the Bonds Similarly Secured next coming due, (ii) second, to the Reserve Account of the Reserve Fund in an amount to cause the amount in the Reserve Account to equal the Reserve Account Requirement, (iii) third to pay other Actual Costs of the Major Improvement Area Improvements as provided in Section 6.5 hereof, and (iv) fourth to pay other costs permitted by the PID Act as identified in a City Certificate directed to the Trustee. Notwithstanding the foregoing, the Additional Interest of the Annual Installments shall only be utilized for the purposes set forth in Section 6.7(b) hereof and, on each March 15, beginning March 15, 2029, and on any other day set forth in a City Certificate, the amount of Additional Interest of the Annual Installments confirmed by the City pursuant to a City Certificate, will be deposited into the Delinquency & Prepayment Reserve Account and/or the Redemption Fund, as applicable. If there are insufficient funds to make the deposit in full set forth in (i) above for the debt service payment date immediately following the required transfer date or the deposit in full set forth in (ii) above after the City transfers the Pledged Revenues to the Trustee by the dates specified in this Section 6.3(a) and after the Trustee deposits all such Pledged Revenues as provided in this Section 6.3(a), the City shall make additional transfers of Pledged Revenues as soon as available and practicable to the Trustee from time to time for deposit to the Pledged Revenue Fund as necessary to ensure such deposits in (i) and (ii) are made in full.

(b) While any of the Bonds Similarly Secured are Outstanding, the County acting by and through its Tax Assessor-Collector or another taxing unit or an appraisal district, by agreement with the City, may collect Assessment Revenues on the City's behalf. If such taxing unit or appraisal district presents or otherwise tenders to the Trustee such collected Assessment Revenues for deposit on the City’s behalf, the Trustee shall accept such Assessment Revenues and deposit the same into the Project Collection Fund. The Trustee shall, as directed by the City pursuant to a City Certificate deposit or cause to be deposited (i) all of that portion of the Assessment Revenues deposited into the Project Collection Fund that consists of the Annual Collection Costs to the Administrative Fund, and (ii) all of that portion of the Assessment Revenues deposited into the Project Collection Fund that consists of the Pledged Revenues into the Pledged Revenue Fund and shall further deposit or cause to be deposited such Pledged Revenues pursuant to Section 6.3(a). The City shall provide such City Certificates on or before February 20, 2029 and on or before

every August 20 and February 20 thereafter while the Bonds Similarly Secured are Outstanding. The Project Collection Fund is not a Pledged Fund. If there are insufficient funds to make the deposit in full set forth in (i) of Section 6.3(a) for the debt service payment date immediately following the required City Certificate delivery date or the deposit in full set forth in (ii) of Section 6.3(a) after the City provides a City Certificate by the dates specified in this Section 6.3(b) and after the Trustee deposits all Pledged Revenues received as provided in this Section 6.3(b) and Section 6.3(a), the City will provide additional City Certificates as soon as practicable to the Trustee from time to time upon notice from the Trustee that additional Assessment Revenues have been deposited to the Project Collection Fund and the Trustee will make the transfers contemplated by this Section 6.3(b) and Section 6.3(a) as necessary to ensure the deposits set forth in (i) and (ii) of Section 6.3(a) are made in full.

(c) From time to time as needed to pay the obligations relating to the Bonds Similarly Secured, but no later than five (5) Business Days before each Interest Payment Date, the Trustee shall withdraw from the Bond Pledged Revenue Account of the Pledged Revenue Fund and transfer to the Principal and Interest Account of the Bond Fund, an amount, taking into account any amounts then on deposit in such Principal and Interest Account and any expected transfers from the Capitalized Interest Account to the Principal and Interest Account, such that the amount on deposit in the Principal and Interest Account equals the principal (including any Sinking Fund Installments) and interest due on the Bonds Similarly Secured on the next Interest Payment Date.

(d) The Trustee shall transfer the amounts determined in writing by the City as Prepayments to the Redemption Fund promptly after deposit of such amounts into the Pledged Revenue Fund.

(e) Upon receipt of Foreclosure Proceeds, the Trustee shall transfer such amount of Foreclosure Proceeds determined in writing by the City, first to the Reserve Account to restore any transfers from the Accounts within the Reserve Fund made with respect to the particular Major Improvement Area Assessed Property to which the Foreclosure Proceeds relate (first, to replenish the Reserve Account Requirement, and, second, to replenish the Delinquency & Prepayment Reserve Requirement), and second, to the Redemption Fund.

(f) After satisfaction of the requirement to provide for the payment of the principal of and interest on the Bonds Similarly Secured and to fund any deficiency that may exist in the Reserve Fund, the Trustee shall, at the written request of the City, transfer any Pledged Revenues remaining in the Pledged Revenue Fund to the City, which monies may be used for any lawful purpose for which Major Improvement Area Assessments may be used under the PID Act. The Trustee may rely upon any such request of the City and shall have no obligation to determine the lawful purposes permitted under the PID Act.

Section 6.4. **Bond Fund.**

(a) On each Interest Payment Date, the Trustee shall withdraw from the Principal and Interest Account and transfer to the Paying Agent/Registrar the principal (including any Sinking Fund Installments) and/or interest then due and payable on the Bonds Similarly Secured, less any

amount to be used to pay interest on the Bonds Similarly Secured on such Interest Payment Date from the Capitalized Interest Account as provided below.

(b) If amounts in the Principal and Interest Account are insufficient for the purposes set forth in paragraph (a) above, the Trustee shall withdraw from the Reserve Fund amounts to cover the amount of such insufficiency pursuant to Section 6.7(f). Amounts so withdrawn from the Reserve Fund shall be deposited in the Principal and Interest Account and transferred to the Paying Agent/Registrar.

(c) Moneys in the Capitalized Interest Account shall be used for the payment of all interest due on the Bonds on March 15, 2027, September 15, 2027, March 15, 2028, and September 15, 2028. Any amounts on deposit in the Capitalized Interest Account after the payment of interest on the dates listed above shall be transferred to the Major Improvement Area Improvement Account of the Project Fund, or if the Major Improvement Area Improvement Account of the Project Fund has been closed as provided in Section 6.5(e) or (g), such amounts shall be transferred to the Redemption Fund to be used to redeem Bonds and the Capitalized Interest Account shall be closed.

(d) If, after the foregoing transfers and any transfer from the Reserve Fund as provided in Section 6.7, there are insufficient funds to make the payments provided in paragraph (a) above, the Trustee shall apply the available funds in the Principal and Interest Account first to the payment of interest, then to the payment of principal (including any Sinking Fund Installments) on the Bonds Similarly Secured.

Section 6.5. **Project Fund.**

(a) Money on deposit in the Project Fund shall be used for the purposes specified in Section 3.1, as described below.

(b) Disbursements from the Costs of Issuance Account of the Project Fund shall be made by the Trustee to pay costs of issuance of the Bonds Similarly Secured pursuant to the instructions on the memorandum to be issued by the City's financial advisor (the "*Closing Memorandum*") as of the Closing Date for the respective series of Bonds Similarly Secured. If, after the foregoing disbursements made pursuant to the Closing Memorandum, there are funds remaining in the Costs of Issuance Account, disbursements from the Costs of Issuance Account of the Project Fund shall be made by the Trustee pursuant to one or more City Certificates as provided in Section 6.5(h).

(c) Disbursements from the Major Improvement Area Improvement Account of the Project Fund to pay Actual Costs of the Major Improvement Area Improvements shall be made by the Trustee upon receipt by the Trustee of a properly executed and completed Certification for Payment. Each such Certification for Payment shall include a list of the payees and the payments (not to exceed) to be made to such payees as well as a statement that all payments shall be made by check or wire transfer in accordance with the payment instructions set forth in such written request and the Trustee may conclusively rely on such payment instructions given by the City with no duty to investigate or inquire as to the authenticity of or authorization for the invoice or the

payment instructions, including any wire instructions, contained therein. The execution by the City or its designee of such Certification for Payment shall constitute conclusive evidence upon which the Trustee may conclusively rely that the disbursement of funds from the Major Improvement Area Improvement Account is in compliance with the disbursement procedures described in the Financing Agreement or as provided in such written direction. The Trustee shall be permitted to conclusively rely on the Closing Memorandum, any Certification for Payment, City Certificate, or other written direction received pursuant to this Indenture without investigation, and Trustee shall not be responsible for receiving or reviewing any backup or attachments thereto.

(d) Except as provided in Section 6.5(e) and (g), money on deposit in the Major Improvement Area Improvement Account shall be used solely to pay Actual Costs of the Major Improvement Area Improvements provided the Trustee shall have no responsibility for the application of any funds disbursed from the Major Improvement Area Improvement Account in reliance upon a Certification for Payment approved by the City.

(e) If the City Representative determines in the City Representative's reasonable discretion that amounts then on deposit in the Major Improvement Area Improvement Account of the Project Fund are not expected to be expended for purposes of the Major Improvement Area Improvement Account of the Project Fund due to the abandonment, or constructive abandonment, of one or more of the Major Improvement Area Improvements such that, in the reasonable opinion of the City Representative, it is unlikely that the amounts in the Major Improvement Area Improvement Account of the Project Fund will ever be expended for the purposes of the Major Improvement Area Improvement Account of the Project Fund, the City Representative shall file a City Certificate with the Trustee which identifies the amounts then on deposit in the Major Improvement Area Improvement Account of the Project Fund that are not expected to be used for purposes of the Major Improvement Area Improvement Account of the Project Fund. If such City Certificate is so filed, the amounts on deposit in the Major Improvement Area Improvement Account of the Project Fund shall be transferred to the Redemption Fund to redeem Bonds Similarly Secured on the earliest practicable date after notice of redemption has been provided in accordance with this Indenture. Upon such transfers, the Major Improvement Area Improvement Account of the Project Fund shall be closed.

(f) In making any determination pursuant to this Section, the City Representative may conclusively rely upon a certificate of an Independent Financial Consultant.

(g) Upon the filing of a City Certificate stating that all of the Major Improvement Area Improvements have been completed and that all Actual Costs have been paid, or that any Actual Costs of the Major Improvement Area Improvements are not required to be paid from the Major Improvement Area Improvement Account of the Project Fund pursuant to a Certification for Payment, the Trustee shall transfer the amount, if any, remaining within the Major Improvement Area Improvement Account of the Project Fund to the Bond Fund or to the Redemption Fund as directed by the City Representative in a City Certificate filed with the Trustee. Upon such transfers, the Major Improvement Area Improvement Account of the Project Fund shall be closed.

(h) Upon the Trustee's receipt of a written determination by the City Representative that all costs of issuance of the applicable series of Bonds Similarly Secured have been paid, any

amounts remaining in the Costs of Issuance Account shall be transferred to (i) the Major Improvement Area Improvement Account of the Project Fund and used to pay Actual Costs of the Major Improvement Area Improvements, or (ii) if no Major Improvement Area Improvements remain to be funded, to the Principal and Interest Account of the Bond Fund and used to pay principal on the Bonds, as directed in a City Certificate filed with the Trustee and the Costs of Issuance Account shall be closed.

Section 6.6. **Redemption Fund.**

Subject to adequate amounts on deposit in the Pledged Revenue Fund, the Trustee, pursuant to a City Certificate, shall cause to be deposited to the Redemption Fund from the Pledged Revenue Fund an amount sufficient to redeem Bonds Similarly Secured as provided in Sections 4.3 and 4.4 on the dates specified for redemption as provided in Sections 4.3 and 4.4. Amounts on deposit in the Redemption Fund shall be used and withdrawn by the Trustee to redeem Bonds Similarly Secured as provided in Article IV.

Section 6.7. **Reserve Fund.**

(a) The City agrees with the Holders of the Bonds Similarly Secured to accumulate and, when accumulated, maintain in the Reserve Account, an amount equal to not less than the Reserve Account Requirement. All amounts deposited in the Reserve Account shall be used and withdrawn by the Trustee for the purpose of making transfers to the Principal and Interest Account of the Bond Fund or the Redemption Fund, as provided in this Indenture.

(b) Subject to 6.3(a) herein, the Trustee will transfer from the Pledged Revenue Fund to the Delinquency & Prepayment Reserve Account on March 15 of each year, commencing March 15, 2029, and on any other day set forth in a City Certificate, an amount equal to the Additional Interest until the Delinquency & Prepayment Reserve Requirement has been accumulated in the Delinquency & Prepayment Reserve Account. Once the Delinquency & Prepayment Reserve Requirement has accumulated in the Delinquency & Prepayment Reserve Account, any amounts in excess of the Delinquency & Prepayment Reserve Requirement shall be transferred by the Trustee to the Redemption Fund to redeem Bonds Similarly Secured as provided in Article IV provided, however, that at any time the amount on deposit in the Delinquency & Prepayment Reserve Account is less than Delinquency & Prepayment Reserve Requirement, the Trustee shall resume depositing such Additional Interest into the Delinquency & Prepayment Reserve Account until the Delinquency & Prepayment Reserve Requirement has accumulated in the Delinquency & Prepayment Reserve Account. In determining the amounts to be transferred pursuant to this Section, the Trustee may conclusively rely on a City Certificate specifying the amounts to transfer. The Additional Interest shall continue to be collected and deposited pursuant to this Indenture until the Bonds are no longer Outstanding.

(c) Whenever a transfer is made from the Reserve Fund to the Bond Fund due to a deficiency in the Bond Fund, the Trustee shall provide written notice thereof to the City, specifying the amount withdrawn and the source of said funds.

(d) In the event of an extraordinary optional redemption of Bonds Similarly Secured pursuant to Section 4.4, the Trustee, pursuant to written directions from the City, shall transfer from the Reserve Account of the Reserve Fund to the Redemption Fund the amount specified in such directions, which shall be an amount equal to the principal amount of Bonds Similarly Secured to be redeemed multiplied by the lesser of: (i) the amount required to be in the Reserve Account of the Reserve Fund divided by the principal amount of Outstanding Bonds Similarly Secured prior to the redemption, and (ii) the amount actually in the Reserve Account of the Reserve Fund divided by the principal amount of Outstanding Bonds Similarly Secured prior to the redemption. If after such transfer, and after applying investment earnings on the Prepayment toward payment of accrued interest, there are insufficient funds to pay the principal amount plus accrued and unpaid interest on such Bonds Similarly Secured to the date fixed for redemption of the Bonds Similarly Secured to be redeemed as a result of such Prepayment, the Trustee shall transfer an amount equal to the shortfall, or any additional amounts necessary to permit the Bonds Similarly Secured to be redeemed in minimum principal amounts of $1,000, from the Delinquency & Prepayment Reserve Account to the Redemption Fund to be applied to the redemption of the Bonds Similarly Secured.

(e) Whenever, on any Interest Payment Date, or on any other date at the request of a City Representative, the value of cash and Value of Investment Securities on deposit in the Reserve Account exceeds the Reserve Account Requirement, the Trustee shall provide written notice to the City Representative of the amount of the excess. Such excess shall be transferred to the Principal and Interest Account to be used for the payment of interest on the Bonds Similarly Secured on the next Interest Payment Date in accordance with Section 6.4, unless prior to the next Interest Payment Date, the Trustee receives a City Certificate instructing the Trustee to apply such excess: (i) to pay amounts due under Section 6.8 hereof, (ii) to the Administrative Fund in an amount not more than the Annual Collection Costs for the Bonds Similarly Secured or (iii) to the Major Improvement Area Improvement Account of the Project Fund to pay Actual Costs of the Major Improvement Area Improvements if such application and the expenditure of funds is expected to occur within three years of the date hereof.

(e-1) Whenever, on any Interest Payment Date, or on any other date at the written request of the City Representative, the amount in the Delinquency & Prepayment Reserve Account exceeds the Delinquency & Prepayment Reserve Requirement, the Trustee shall provide written notice to the City of the amount of the excess, and the Trustee shall transfer such excess pursuant to Section 6.7(b) hereof.

(f) Whenever, on any Interest Payment Date, the amount on deposit in the Bond Fund is insufficient to pay the debt service on the Bonds Similarly Secured due on such date, the Trustee shall transfer first from the Delinquency & Prepayment Reserve Account of the Reserve Fund, and second from the Reserve Account of the Reserve Fund to the Bond Fund the amounts necessary to cure such deficiency.

(g) At the final maturity of the Bonds Similarly Secured, the amount on deposit in the Reserve Account and the Delinquency & Prepayment Reserve Account shall be transferred to the Redemption Fund and applied to the payment of the principal of the Bonds Similarly Secured.

(h) If, after a Reserve Account withdrawal, the amount on deposit in the Reserve Account is less than the Reserve Account Requirement, the Trustee shall transfer from the Pledged Revenue Fund to the Reserve Account the amount of such deficiency, but only to the extent that such amount is not required for the timely payment of principal, interest, or Sinking Fund Installments.

(i) If the amount held in the Reserve Fund together with the amount held in the Pledged Revenue Fund, the Bond Fund and Redemption Fund is sufficient to pay the principal amount of all Outstanding Bonds Similarly Secured on the next date the Bonds Similarly Secured may be optionally redeemed by the City at a redemption price of par, together with the unpaid interest accrued on such Bonds Similarly Secured as of such date, the moneys shall be transferred to the Redemption Fund and thereafter used to redeem all Bonds Similarly Secured on such date.

Section 6.8. **Rebate Fund: Rebatable Arbitrage.**

(a) The Rebate Fund is to be held by the Trustee in accordance with the terms and provisions of this Indenture. Amounts on deposit in the Rebate Fund shall be used solely for the purpose of paying amounts due the United States Government in accordance with the Code. The Rebate Fund shall not be part of the Trust Estate and shall not be security for the Bonds Similarly Secured.

(b) In order to assure that Rebatable Arbitrage is paid to the United States rather than to a third party, investments of funds on deposit in the Rebate Fund shall be made in accordance with the Code and the Tax Certificate.

(c) The Trustee conclusively shall be deemed to have complied with the provisions of this Section and shall not be liable or responsible if it follows the instructions of the City and shall not be required to take any action under this Section in the absence of instructions from the City.

(d) If, on the date of each annual calculation, the amount on deposit in the Rebate Fund exceeds the amount of the Rebatable Arbitrage, the City may direct the Trustee, pursuant to a City Certificate, to transfer the amount in excess of the Rebatable Arbitrage to the Bond Fund.

Section 6.9. **Administrative Fund.**

(a) On or before February 20, 2029, and on or before each February 20 and August 20 of each year thereafter while the Bonds Similarly Secured are Outstanding, the City shall deposit or cause to be deposited to the Administrative Fund the portion of the Major Improvement Area Assessments and Annual Installments allocated to the payment of Annual Collection Costs and Delinquent Collection Costs, as set forth in the Service and Assessment Plan, other than the Annual Collection Costs and Delinquent Collection Costs deposited into the Project Collection Fund which amounts shall be deposited in accordance with Section 6.3(b) hereof, as applicable.

(b) Moneys in the Administrative Fund shall be held by the Trustee separate and apart from the other Funds created and administered hereunder and used as directed by a City Certificate solely for the purposes set forth in the Service and Assessment Plan, including payment of Annual

Collection Costs and Delinquent Collection Costs or may be withdrawn by the Trustee without further authorization for the payment of the fees, expenses, advances and indemnities owed to the Trustee in accordance with Section 9.6. The Administrative Fund shall not be part of the Trust Estate and shall not be security for the Bonds Similarly Secured.

Section 6.10. **Investment of Funds.**

(a) Money in any Fund or Account, other than the Reserve Account, shall be invested by the Trustee as directed by the City pursuant to a City Certificate filed with the Trustee in Investment Securities; provided that all such deposits and investments shall be made in such manner that the money required to be expended from any Fund or Account will be available at the proper time or times. Money in the Reserve Account shall be invested in such Investment Securities as directed by the City pursuant to a City Certificate filed with the Trustee, provided that the final maturity of any individual Investment Security shall not exceed 270 days and the average weighted maturity of any investment pool or no-load money market mutual fund shall not exceed 90 days. Each such City Certificate shall be a certification that the investment directed therein constitutes an Investment Security and that such investments meet the maturity and average weighted maturity requirements set forth in the preceding sentence and the Trustee shall not be responsible for determining such requirements. Such investments shall be valued each year in terms of the Value of Investment Securities as of September 30. For purposes of maximizing investment returns, to the extent permitted by law, money in the Funds and Accounts may be invested in common investments of the kind described above, or in a common pool of such investment which shall be kept and held at an official depository bank, which shall not be deemed to be or constitute a commingling of such money or funds provided that safekeeping receipts or certificates of participation clearly evidencing the investment or investment pool in which such money is invested and the share thereof purchased with such money or owned by such Fund or Account are held by or on behalf of each such Fund or Account. If necessary, such investments shall be promptly sold, in order to make the disbursements required or permitted by this Indenture, to prevent any default under this Indenture. To ensure that cash on hand is invested, if the City does not give the Trustee written or timely instructions with respect to investments of funds, the Trustee shall invest and re-invest cash balances in the Morgan Stanley Institutional Liquidity Funds Government Portfolio, CUSIP No. 61747C889, Ticker: MPCXX, until directed otherwise by the City Certificate; provided, however, if such fund is no longer available the Trustee shall hold such funds uninvested in the absence of written direction.

(b) Obligations purchased as an investment of moneys in any Fund or Account shall be deemed to be part of such Fund or Account, subject, however, to the requirements of this Indenture for transfer of interest earnings and profits resulting from investment of amounts in Funds and Accounts. Whenever in this Indenture any moneys are required to be transferred by the City to the Trustee, such transfer may be accomplished by transferring a like amount of Investment Securities as determined and directed in writing by the City.

(c) The Trustee and its affiliates may act as sponsor, advisor, depository, principal or agent in the acquisition or disposition of any investment. The Trustee may make any and all such investments through its own investment department or that of its affiliates or subsidiaries, and may charge its ordinary and customary fees for such trades. The Trustee shall not incur any liability for

losses (including depreciation of value) arising from any investments made or sold pursuant to this Section. The Trustee shall not be required to determine the legality of any investments and shall have no discretion for investing funds or advising any parties on investing funds. The Trustee is not providing investment supervision, recommendation, or advice in acting pursuant to the provisions hereof.

(d) Investments in any and all Funds and Accounts may be commingled in a separate fund or funds for purposes of making, holding and disposing of investments, notwithstanding provisions herein for transfer to or holding in or to the credit of particular Funds or Accounts of amounts received or held by the Trustee hereunder, provided that the Trustee shall at all times account for such investments strictly in accordance with the Funds and Accounts to which they are credited and otherwise as provided in this Indenture.

(e) The Trustee will furnish to the City, upon the City's written request, periodic cash transaction statements which include detail for all investment transactions effected by the Trustee or brokers selected by the City. Such statements will be delivered via the Trustee's online service and paper statements will be provided only upon request. The City waives the right to receive brokerage confirmations of security transactions effected by the Trustee as they occur, to the extent permitted by law. The City further understands that trade confirmations for securities transactions effected by the Trustee will be available upon request and at no additional cost and other trade confirmations may be obtained from the applicable broker.

(f) In the event it is found, after an annual calculation has been done pursuant to Section 6.8 hereof, that the City owes Rebatable Arbitrage to the United States Government, the City shall direct the Trustee, pursuant to a City Certificate, to transfer to the Rebate Fund the investment earnings on funds on deposit in the Pledged Funds in an amount equal to the Rebatable Arbitrage owed by the City. The City Certificate shall specify the amount to the transferred and the Pledged Fund or Pledged Funds from which the investment earnings shall be transferred.

Section 6.11. **Security of Funds.**

All Funds heretofore created or reaffirmed, to the extent not invested as herein permitted, shall be secured in the manner and to the fullest extent required by law for the security of public funds, and such Funds shall be used only for the purposes and in the manner permitted or required by this Indenture.

ARTICLE VII

COVENANTS

Section 7.1. **Confirmation of Major Improvement Area Assessments.**

The City hereby confirms, covenants, and agrees that, in the Assessment Ordinance, it has levied the Major Improvement Area Assessments against the property in the District from which the Assessment Revenues will be collected and received.

Section 7.2. **Collection and Enforcement of Major Improvement Area Assessments.**

(a) For so long as any Bonds Similarly Secured are Outstanding, the City covenants, agrees and warrants that it will take and pursue all reasonable actions permissib1e under Applicable Laws to cause the Major Improvement Area Assessments to be collected and the liens thereof enforced continuously, in the manner and to the maximum extent permitted by Applicable Laws, and to cause no reduction, abatement or exemption in the Major Improvement Area Assessments.

(b) To the extent permitted by law, notice of the Annual Installments shall be sent by, or on behalf of, the City to the affected property owners on the same statement or such other mechanism that is used by the City, so that such Annual Installments are collected simultaneously with ad valorem taxes and shall be subject to the same penalties, procedures, and foreclosure sale in case of delinquencies as are provided for ad valorem taxes of the City.

(c) The City will determine or cause to be determined, no later than February 15 of each year, whether or not any Annual Installment is delinquent and, if such delinquencies exist, the City will order and cause to be commenced as soon as practicable any and all appropriate and legally permissible actions to obtain such Annual Installment, and any delinquent charges and interest thereon, including diligently prosecuting an action in district court to foreclose the currently delinquent Annual Installment. Notwithstanding the foregoing, the City shall not be required under any circumstances to purchase or make payment for the purchase of the delinquent Major Improvement Area Assessments or the corresponding property.

(d) The City shall not be required under any circumstances to expend any funds for Delinquent Collection Costs or Annual Collection Costs in connection with its covenants and agreements under this Section or otherwise other than funds on deposit in the Administrative Fund.

Section 7.3. **Against Encumbrances.**

(a) The City shall not create and shall not suffer to remain, any lien, encumbrance or charge upon the Trust Estate or upon any other property pledged under this Indenture, except the pledge created for the security of the Bonds Similarly Secured, and other than a lien or pledge subordinate to the lien and pledge of such property related to the Bonds Similarly Secured.

(b) So long as Bonds Similarly Secured are Outstanding hereunder, the City shall not issue any bonds, notes or other evidences of indebtedness, other than the Bonds, and Refunding Bonds, secured by any pledge of or other lien or charge on the Trust Estate or other property pledged under this Indenture, other than a lien or pledge subordinate to the lien and pledge of such property related to the Bonds Similarly Secured.

Section 7.4. **Records, Accounts, Accounting Reports.**

The City hereby covenants and agrees that so long as any Bonds Similarly Secured are Outstanding, it will keep and maintain a proper and complete system of records and accounts pertaining to the Major Improvement Area Assessments. The Trustee and Holder or Holders of

not less than 10% in principal amount of Bonds Similarly Secured then Outstanding or any duly authorized agent or agents of such Holders shall have the right at all reasonable times to inspect all such records, accounts, and data relating thereto, upon written request to the City by the Trustee or duly authorized representative, as applicable; provided, however, the Trustee shall have no duty to so inspect unless directed to by any Holder or Holders of not less than 10% in principal amount of Bonds Similarly Secured then Outstanding. The City shall provide the Trustee or duly authorized representative, as applicable, an opportunity to inspect such books and records relating to the Bonds Similarly Secured during the City's regular business hours and on a mutually agreeable date not later than thirty days after the City receives such request.

Section 7.5. **Covenants Regarding Tax Exemption of Interest on Bonds.**

(a) The City covenants to take any action necessary to assure, or refrain from any action that would adversely affect, the treatment of the Bonds as an obligation described in section 103 of the Code, the interest on which is not includable in the "gross income" of the Holder for purposes of federal income taxation. In furtherance thereof, the City covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Bonds (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the City, with respect to such private business use, do not, under the terms of this Article or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Bonds, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Bonds or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" that is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount that is greater than the lesser of $5,000,000, or 5 percent of the proceeds of the Bonds (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action that would otherwise result in the Bonds being treated as a "private activity bond" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Bonds being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Bonds, directly or indirectly, to acquire or to replace funds that were used, directly or indirectly, to acquire

investment property (as defined in section 148(b)(2) of the Code) that produces a materially higher yield over the term of the Bonds, other than investment property acquired with –

(A) proceeds of the Bonds invested for a reasonable temporary period of 3 years or less or, for a period of 90 days or less until such proceeds are needed for the purpose for which the Bonds is issued,

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

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Bonds;

(7) to otherwise restrict the use of the proceeds of the Bonds or amounts treated as proceeds of the Bonds, as may be necessary, so that the Bonds do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

(8) to refrain from using the proceeds of the Bonds or proceeds of any prior bonds to pay debt service on another issue more than 90 days after the date of issue of the Bonds in contravention of the requirements of section 149(d) of the Code (relating to advance refundings);

(9) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Bonds) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Bonds has been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code; and

(10) to establish reasonable expectations to prevent using the proceeds of the Bonds in contravention of the requirements of section 149(g) of the Code (relating to hedge bonds).

(b) In order to facilitate compliance with the above covenant (a)(9), the Rebate Fund is established by the City pursuant to Section 6.1 for the sole benefit of the United States of America, and such Rebate Fund shall not be subject to the claim of any other person, including without limitation the registered Holder. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) The City understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Bonds. It is the understanding of the City that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto (the "*Treasury Regulations*"). In the event that regulations or rulings

are hereafter promulgated that modify or expand provisions of the Code, as applicable to the Bonds, the City will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated that impose additional requirements applicable to the Bonds, the City agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In furtherance of such intention, the City hereby authorizes and directs the Mayor or Mayor Pro-Tem to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the City, that may be permitted by the Code as are consistent with the purpose for the issuance of the Bonds.

(d) The City covenants to account for the expenditure of sale proceeds and investment earnings to be used for Actual Costs of the Major Improvement Area Improvements on its books and records in accordance with the requirements of the Code. The City recognizes that in order for the proceeds to be considered used for the reimbursement of costs, the proceeds must be allocated to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Projects are completed; but in no event later than three years after the date on which the original expenditure is paid. The foregoing notwithstanding, the City recognizes that in order for proceeds to be expended under the Code, the sale proceeds or investment earnings must be expended no more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Bonds, or (2) the date the Bonds is retired. The City agrees to obtain the advice of nationally-recognized bond counsel if such expenditure fails to comply with the foregoing to assure that such expenditure will not adversely affect the tax-exempt status of the Bonds. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) The City covenants that the projects funded with the proceeds of the Bonds will not be sold or otherwise disposed in a transaction resulting in the receipt by the City of cash or other compensation, unless the City obtains an opinion of nationally-recognized bond counsel that such sale or other disposition will not adversely affect the tax-exempt status of the Bonds. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains a legal opinion that such failure to comply will not adversely affect the excludability for federal income tax proposes from gross income of the interest.

ARTICLE VIII

LIABILITY OF CITY

Section 8.1. **Liability of City.**

(a) Neither the full faith and credit nor the general taxing power of the City is pledged to the payment of the Bonds Similarly Secured, and no City taxes, fee or revenues, other than the Pledged Revenues, from any source are pledged to the payment of, or available to pay any portion of, the Bonds Similarly Secured or any other obligations relating to the District. The City shall never be liable for any obligations relating to the Bonds Similarly Secured or other obligations relating to the District, other than as specifically provided for in this Indenture.

(b) The City shall not incur any responsibility in respect of the Bonds Similarly Secured or this Indenture other than in connection with the duties or obligations explicitly herein or in the Bonds Similarly Secured assigned to or imposed upon it. The City shall not be liable in connection with the performance of its duties hereunder, except for its own willful default or act of bad faith. The City shall not be bound to ascertain or inquire as to the performance or observance of any of the terms, conditions covenants or agreements of the Trustee herein or of any of the documents executed by the Trustee in connection with the Bonds Similarly Secured, or as to the existence of a default or event of default thereunder.

(c) In the absence of bad faith, the City may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the City and conforming to the requirements of this Indenture. The City shall not be liable for any error of judgment made in good faith unless it shall be proved that it was negligent in ascertaining the pertinent facts.

(d) No provision of this Indenture, the Bonds Similarly Secured, the Assessment Ordinance, or any agreement, document, instrument, or certificate executed, delivered or approved in connection with the issuance, sale, delivery, or administration of the Bonds Similarly Secured (collectively, the "*Bond Documents*"), shall require the City to expend or risk its own general funds or other funds or otherwise incur any financial liability (other than with respect to the Trust Estate or the Annual Collection Costs) in the performance of any of its obligations hereunder, or in the exercise of any of its rights or powers, if in the judgment of the City there are reasonable grounds for believing that the repayment of such funds or liability is not reasonably assured to it.

(e) Neither the Holders nor any other Person shall have any claim against the City or any of its officers, officials, agents, or employees for damages suffered as a result of the City's failure to perform in any respect any covenant, undertaking, or obligation under any Bond Documents or as a result of the incorrectness of any representation in, or omission from, any of the Bond Documents, except to the extent that any such claim relates to an obligation, undertaking, representation, or covenant of the City, in accordance with the Bond Documents and the PID Act. Any such claim shall be payable only from Trust Estate or the Annual Collection Costs as provided herein. Nothing contained in any of the Bond Documents shall be construed to preclude any action or proceeding in any court or before any governmental body, agency, or instrumentality against

the City or any of its officers, officials, agents, or employees to enforce the provisions of any of the Bond Documents or to enforce all rights of the Holders of the Bonds Similarly Secured by mandamus or other proceeding at law or in equity.

(f) The City may rely on and shall be protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, bond, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The City may consult with counsel with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith. Whenever in the administration of its duties under this Indenture the City shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of willful misconduct on the part of the City, be deemed to be conclusively proved and established by a certificate of the Trustee, an Independent Financial Consultant, an independent inspector or City Manager or other independent person designated by the City Council to so act on behalf of the City, and such certificate shall be full warrant to the City for any action taken or suffered under the provisions of this Indenture upon the faith thereof, but in its discretion the City may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may deem reasonable.

(g) In order to perform its duties and obligations hereunder, the City may employ such persons or entities as it deems necessary or advisable. The City shall not be liable for any of the acts or omissions of such persons or entities employed by it in good faith hereunder, and shall be entitled to rely, and shall be fully protected in doing so, upon the opinions, calculations, determinations, and directions of such persons or entities.

ARTICLE IX

THE TRUSTEE

Section 9.1. **Acceptance of Trust; Trustee as Registrar and Paying Agent.**

(a) The Trustee accepts and agrees to execute the respective trusts imposed upon it by this Indenture, but only upon the terms and conditions and subject to the provisions of this Indenture to all of which the parties hereto and the respective Holders of the Bonds Similarly Secured agree. The Trustee undertakes to perform such duties and only such duties as are specifically set forth herein. No implied covenants or obligations shall be read into this Indenture against the Trustee. These duties shall be deemed non-discretionary in nature, and the Trustee shall not be liable except in connection with its performance of such duties.

(b) The Trustee is hereby designated and agrees to act as Paying Agent/Registrar for and in respect to the Bonds Similarly Secured.

Section 9.2. **Trustee Entitled to Indemnity.**

The Trustee shall be under no obligation to spend its own funds, to institute any suit, or to undertake any proceeding under this Indenture, or to enter any appearance or in any way defend in any suit in which it may be made defendant, or to take any steps in the execution of the trusts hereby created or in the enforcement or exercise of any rights and powers hereunder, until it shall be indemnified to its satisfaction by the Holders against any and all costs and expenses, outlays, and counsel fees and other reasonable disbursements, and against all liability except as a consequence of its own negligence or willful misconduct; provided, however, so long as no Event of Default has occurred and is continuing, in no event shall the Trustee request or require indemnification as a condition to making any deposits, payments or transfers (provided such payment or transfer is prior to an Event of Default) when required hereunder. To the extent permitted by law and during the occurrence of an Event of Default, the Trustee shall be entitled to indemnification as a condition to making any deposits, payments or transfers when required hereunder, or to delivering any notice when required hereunder. Nevertheless, the Trustee may begin suit, or appear in and defend suit, or do anything else in its judgment proper to be done by it as the Trustee, without indemnity, and in such case the Trustee may make transfers from the Administrative Fund to pay all fees, costs, and expenses, outlays, and counsel fees and other reasonable disbursements properly incurred in connection therewith and shall be entitled to a preference therefor over any Bonds Similarly Secured Outstanding hereunder on amounts held within the Administrative Fund.

Section 9.3. **Responsibilities of the Trustee.**

(a) The recitals contained in this Indenture and in the Bonds Similarly Secured shall be taken as the statements of the City and the Trustee assumes no responsibility and takes no duty to verify the correctness of the same. The Trustee makes no representations as to the value or condition of the Trust Estate or any part thereof, or as to the validity or sufficiency of the offering documents, this Indenture or the Bonds Similarly Secured, the right, title or interest of the City therein, or with respect to the security afforded by this Indenture, or the technical or financial feasibility of the project of the compliance of the project with the PID Act, or the tax-exempt status of the Bonds Similarly Secured, and the Trustee shall incur no liability with respect thereto. Except as otherwise expressly provided in this Indenture, the Trustee shall have no responsibility or duty with respect to: (i) the issuance of Bonds Similarly Secured for value; (ii) the application of the proceeds thereof, except to the extent that such proceeds are received by it in its capacity as Trustee; (iii) the application of any moneys paid to the City or others in accordance with this Indenture, except as to the application of any moneys paid to it in its capacity as Trustee; (iv) any calculation of arbitrage or rebate under the Code; (v) any loss suffered in connection with any investment of funds in accordance with this Indenture, or (vi) undertaking any other action unless specifically authorized pursuant to a written direction by the City pursuant to this Indenture. The Trustee has the right to act through agents and attorneys and shall have no liability for the negligence or willful misconduct of the agents and attorneys appointed with due care.

(b) The duties and obligations of the Trustee shall be determined by the express provisions of this Indenture, and the Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Indenture.

(c) The Trustee shall not be liable for any action taken or omitted by it in the performance of its duties under this Indenture, except for such losses, damages, or expenses which have been finally adjudicated by a court of competent jurisdiction to have directly resulted from the Trustee's own negligence or willful misconduct. In no event shall the Trustee be liable for incidental, indirect, special, punitive or consequential or damages of any kind whatsoever (including, but not limited to, loss of profit) in connection with or arising from this Indenture for the existence, furnishing or use of the Major Improvement Area Improvements. If an Event of Default has occurred and is continuing, the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances in the conduct of his own affairs. The Trustee shall not be required to give any bond or surety in respect of the execution of the trusts and powers or otherwise in respect of the premises granted in this Indenture.

(d) The Trustee shall not be liable for any action taken, or errors of judgment made in good faith by any one of its officers, agents, or employees unless it shall be established that the Trustee was negligent in ascertaining the pertinent facts.

(e) The Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Holders of at least a Quarter in Interest of the Bonds Similarly Secured relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Indenture. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with the direction of the Holders of at least a Quarter in Interest of the Bonds Similarly Secured notwithstanding such directions conflict or are inconsistent with a subsequent direction from a group of Holders with a greater percentage of then Outstanding Bonds Similarly Secured.

(f) With the exception of an Event of Default described in Section 11.1(i) or Section 11.1(iv) hereof, the Trustee shall not be required to take notice, and shall not be deemed to have notice, of any events or information, default or Event of Default unless the Trustee has actual knowledge thereof or shall be notified specifically of the default or Event of Default in a written instrument or document delivered to it by the City or by the Holders of at least Quarter in Interest of the Bonds Similarly Secured at that time. The Trustee may assume conclusively that there is no Event of Default, except as noted above.

(g) The Trustee's immunities and protections from liability and its right to indemnification in connection with the performance of its duties under this Indenture shall extend to the Trustee's officers, directors, agents, attorneys and employees. Such immunities and protections and rights to indemnification, together with the Trustee's right to compensation, shall survive the Trustee's resignation or removal, the discharge of this Indenture, and final payment of the Bonds Similarly Secured.

(h) The permissive rights of the Trustee to do things enumerated in this Indenture shall not be construed as a duty and, with respect to such permissive rights, the Trustee shall not be answerable for other than its negligence or willful misconduct.

(i) The Trustee may act through attorneys or agents and shall not be responsible for the acts or omissions of any such attorney or agent appointed with due care.

(j) Neither the Trustee nor any of its directors, officers, employees, agents or affiliates shall be responsible for nor have any duty to monitor the performance or any action of the City, the Developer, or any of their directors, members, officers, agents, affiliates or employees, nor shall it have any liability in connection with the malfeasance or nonfeasance by such party. The Trustee may assume performance by all such Persons of their respective obligations. The Trustee shall have no enforcement or notification obligations relating to breaches of representations or warranties of any other Person.

(k) In the event that any of the Trust Estate shall be attached, garnished or levied upon by any court order, or the delivery thereof shall be stayed or enjoined by an order of a court, or any order, judgment or decree shall be made or entered by any court order affecting the such assets, the Trustee is hereby expressly authorized, in its sole discretion, to respond as it deems appropriate or to comply with all writs, orders or decrees so entered or issued, or which it is advised by legal counsel of its own choosing is binding upon it, whether with or without jurisdiction. In the event that the Trustee obeys or complies with any such writ, order or decree it shall not be liable to any of the Parties or to any other person, firm or corporation, should, by reason of such compliance notwithstanding, such writ, order or decree be subsequently reversed, modified, annulled, set aside or vacated.

(l) The Trustee shall not be responsible or liable for any failure or delay in the performance of its obligations under this Indenture arising out of or caused, directly or indirectly, by circumstances beyond its control, including without limitation, any act or provision of any present or future law or regulation or governmental authority; acts of God; earthquakes; fires; floods; wars; terrorism; civil or military disturbances; sabotage; epidemics; pandemics; riots; interruptions, loss or malfunctions of utilities, computer (hardware or software) or communications service; accidents; labor disputes; acts of civil or military authority or governmental actions; or the unavailability of the Federal Reserve Bank wire or telex or other wire or communication facility; it being understood that the Trustee shall use its best efforts to resume performance as soon as practicable under the circumstances.

Section 9.4. **Property Held in Trust.**

All moneys and securities held by the Trustee at any time pursuant to the terms of this Indenture shall be held by the Trustee in trust for the purposes and under the terms and conditions of this Indenture.

Section 9.5. **Trustee Protected in Relying on Certain Documents.**

(a) The Trustee may, at the expense of the City, request, conclusively rely and shall be protected in acting or refraining from acting upon any order, judgment, notice, request, consent, waiver, certificate, statement, affidavit, requisition, bond, debenture, note, other evidence of indebtedness, resolution, direction, report or other document or instrument provided to the Trustee

in accordance with the terms of this Indenture that it shall in good faith believe to be genuine and to have been adopted or signed by the proper board or Person or to have been prepared and furnished pursuant to any of the provisions of this Indenture, or upon the written opinion of any counsel, architect, engineer, insurance consultant, management consultant, or accountant believed by the Trustee to be qualified in relation to the subject matter, not only as to due execution, validity and effectiveness, but also as to the truth and accuracy of any information contained therein, and the Trustee shall be under no duty to make any investigation or inquiry into or verify any calculations in connection therewith, and shall not be deemed to have knowledge of any statements contained or matters referred to in any such instrument. Subject to Section 9.1 and 9.3, the Trustee may, at the expense of the City, consult with counsel selected by the Trustee with due care, who may or may not be Bond Counsel, and any advice from such counsel with respect to compliance with the provisions of this Indenture shall be full and complete authorization and protection in respect of any action taken, suffered or omitted to be taken by it hereunder, reasonably and in good faith, in accordance with such advice.

(b) Whenever the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action under this Indenture, the Trustee may request a City Certificate, and such matter may be deemed to be conclusively proved and established by such City Certificate, unless other evidence in respect thereof be hereby specifically prescribed. Such City Certificate shall be full warrant for any action taken or suffered in good faith under the provisions hereof, but the Trustee may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence as it may deem reasonable. Except as otherwise expressly provided herein, any request, order, notice, or other direction required or permitted to be furnished pursuant to any provision hereof by the City to the Trustee shall be sufficiently executed if executed in the name of the City by the City Representative. The Trustee shall be entitled to conclusively rely upon the foregoing as sufficient evidence of the facts set forth herein. The execution of any City Certificate shall constitute, unto the Trustee, an irrevocable determination that all conditions precedent thereto have occurred.

(c) The Trustee shall not be under any obligation to see to the recording or filing of this Indenture, or otherwise to the giving to any Person of notice of the provisions hereof except as expressly required in Section 9.13.

Section 9.6. **Compensation.**

The City hereby agrees to compensate the Trustee, from the amount collected each year for Annual Collection Costs and in the manner set forth in this section, for the Trustee's services as Trustee and as Paying Agent/Registrar. Unless otherwise provided by contract with the Trustee, the Trustee shall transfer from the Administrative Fund, from time to time, reasonable compensation for all services rendered by it hereunder, including its services as Paying Agent/Registrar, together with all its reasonable expenses, charges, and other disbursements and those of its counsel, agents and employees, incurred in and about the administration and execution of the trusts hereby created and the exercise of its powers and the performance of its duties hereunder, which, with respect to ordinary fees and expenses incurred prior to an Event of Default hereunder, shall be transferred pursuant to a City Certificate and subject to any limit on the amount of such compensation or recovery of expenses or other charges as shall be prescribed by such City

Certificate, and the Trustee shall have a lien therefor on any and all funds at any time held by it (other than the Rebate Fund) prior to any Bonds Similarly Secured then Outstanding. Following an Event of Default, the foregoing limitation on expenses shall not apply, however any such fees or expenses must be reasonable. The Trustee shall have the right to increase its fees as the cost of business dictates and as negotiated and subsequently approved by the City. None of the provisions contained in this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur liability, financial or otherwise, in the performance of any of its duties or in the exercise of any of its rights or powers, if in the judgment of the Trustee there are reasonable grounds for believing that the repayment of such funds and adequate indemnity against such risk or liability is not reasonably assured to it. If the City shall fail to make any payment required by this Section, the Trustee may make such payment from any moneys in its possession in the Administrative Fund, subject to the limitations set forth herein, and shall be entitled to a preference therefor over any Bonds Similarly Secured Outstanding hereunder.

In the event that the Trustee renders any service not contemplated in this Indenture, or if any material controversy arises hereunder, or the Trustee is made a party to any litigation pertaining to this Indenture or the subject matter hereof, then the Trustee shall, subject to the limitations set forth herein, be compensated for such extraordinary services and any services or work performed by the Trustee in connection with any delay, controversy, litigation or event, and reimbursed for all costs and expenses, including reasonable attorneys' fees and expenses, occasioned by any such delay, controversy, litigation or event. The right of the Trustee to compensation, fees, expense, and indemnification shall survive the release, discharge, and satisfaction of the Indenture, and the resignation or removal of the Trustee as set forth in Section 9.3(g) hereof.

Section 9.7. **Permitted Acts.**

The Trustee and its directors, officers, employees, or agents may become the Holder of or may in good faith buy, sell, own, hold and deal in Bonds Similarly Secured and may join in any action that any Holder of Bonds Similarly Secured may be entitled to take as fully and with the same rights as if it were not the Trustee. The Trustee may act as depository, and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, the City or any committee formed to protect the rights of Holders of Bonds Similarly Secured or to effect or aid in any reorganization growing out of the enforcement of the Bonds Similarly Secured or this Indenture, whether or not such committee shall represent the holders of a Quarter in Interest of the Bonds Similarly Secured.

Section 9.8. **Resignation of Trustee.**

The Trustee may at any time resign and be discharged of its duties and obligations hereunder by giving not fewer than 30 days' notice, specifying the date when such resignation shall take effect, to the City and each Holder of any Outstanding Bonds Similarly Secured. Such resignation shall take effect upon the appointment of a successor as provided in Section 9.10 and the acceptance of such appointment by such successor.

Section 9.9. **Removal of Trustee.**

The Trustee may be removed by giving not fewer than 30 days' notice, specifying the date when such removal shall take effect at any time by (i) the Holders of at least a Quarter in Interest of the Bonds Similarly Secured by an instrument or concurrent instruments in writing signed and acknowledged by such Holders or by their attorneys-in-fact, duly authorized and delivered to the City, or (ii) so long as the City is not in default under this Indenture, the City. Copies of each such instrument shall be delivered by the City to the Trustee and any successor thereof. The Trustee may also be removed at any time for any breach of trust or for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any provision of this Indenture with respect to the duties and obligations of the Trustee by any court of competent jurisdiction upon the application of the City or the Holders of not less than 10% of the aggregate principal amount of Bonds Similarly Secured then Outstanding.

Section 9.10. **Successor Trustee.**

(a) If the Trustee shall resign, be removed, be dissolved, or become incapable of acting, or shall be adjudged a bankrupt or insolvent, or if a receiver, liquidator, or conservator of the Trustee or of its property shall be appointed, or if any public officer shall take charge or control of the Trustee or of its property or affairs, the position of the Trustee hereunder shall thereupon become vacant.

(b) If the position of Trustee shall become vacant for any of the foregoing reasons or for any other reason, a successor Trustee may be appointed within one year after any such vacancy shall have occurred by the Holders of at least a Quarter in Interest of the Bonds Similarly Secured by an instrument or concurrent instruments in writing signed and acknowledged by such Holders or their attorneys-in-fact, duly authorized and delivered to such successor Trustee, with notification thereof being given to the predecessor Trustee and the City.

(c) Until such successor Trustee shall have been appointed by the Holders of the Bonds Similarly Secured, the City shall forthwith appoint a Trustee to act hereunder. Copies of any instrument of the City providing for any such appointment shall be delivered by the City to the Trustee so appointed. The City shall mail notice of any such appointment to each Holder of any Outstanding Bonds Similarly Secured within 30 days after such appointment. Any appointment of a successor Trustee made by the City immediately and without further act shall be superseded and revoked by an appointment subsequently made by the Holders of Bonds Similarly Secured.

(d) If in a proper case no appointment of a successor Trustee shall be made within 45 days after the giving by any Trustee of any notice of resignation in accordance with Section 9.8 or after the occurrence of any other event requiring or authorizing such appointment, the Trustee or any Holder of Bonds Similarly Secured may apply to any court of competent jurisdiction for the appointment of such a successor, and the court may thereupon, after such notice, if any, as the court may deem proper, appoint such successor and the City shall be responsible for the costs of such appointment process. Any duties and obligations of such predecessor Trustee shall thereafter cease and terminate, and the payment of the fees and expenses owed to the predecessor Trustee shall be paid in full.

(e) Any successor Trustee appointed under the provisions of this Section shall be a commercial bank or trust company or national banking association (i) having a capital and surplus and undivided profits aggregating at least $50,000,000, if there be such a commercial bank or trust company or national banking association willing and able to accept the appointment on reasonable and customary terms, and (ii) authorized by law to perform all the duties of the Trustee required by this Indenture.

(f) Each successor Trustee shall mail, in accordance with the provisions of the Bonds Similarly Secured, notice of its appointment, to any rating agency which, at the time of such appointment, is providing a rating on the Bonds Similarly Secured and each of the Holders of the Bonds Similarly Secured.

(g) The Trustee shall not be responsible or liable for the acts or omissions of any successor trustee, nor shall it be responsible or liable for any costs of appointment or transition of such successor trustee.

Section 9.11. **Transfer of Rights and Property to Successor Trustee.**

Any successor Trustee appointed under the provisions of Section 9.10 shall execute, acknowledge, and deliver to its predecessor and the City an instrument in writing accepting such appointment, and thereupon such successor, without any further act, deed, or conveyance, shall become fully vested with all moneys, estates, properties, rights, immunities, powers, duties, obligations, and trusts of its predecessor hereunder, with like effect as if originally appointed as Trustee. However, the Trustee then ceasing to act shall nevertheless, on request of the City or of such successor and upon receipt of its outstanding charges, execute, acknowledge, and deliver such instruments of conveyance and further assurance and do such other things as may reasonably be required for more fully and certainly vesting and confirming in such successor all the rights, immunities, powers, and trusts of such Trustee and all the right, title, and interest of such Trustee in and to the Trust Estate, and shall pay over, assign, and deliver to such successor any moneys or other properties subject to the trusts and conditions herein set forth. Should any deed, conveyance, or instrument in writing from the City be required by such successor for more fully and certainly vesting in and confirming to it any such moneys, estates, properties, rights, powers, duties, or obligations, any and all such deeds, conveyances, and instruments in writing, on request and so far as may be authorized by law, shall be executed, acknowledged, and delivered by the City.

Section 9.12. **Merger, Conversion or Consolidation of Trustee.**

Any corporation or association into which the Trustee may be converted or merged or with which it may be consolidated or any corporation or association resulting from any merger, conversion or consolidation to which it shall be a party or any corporation or association to which the Trustee may sell or transfer all or substantially all of its corporate trust business shall be the successor to such Trustee hereunder and will have and succeed to the rights, powers, duties, immunities and privileges as its predecessor, without any further act, deed or conveyance, provided that such corporation or association shall be a commercial bank or trust company or national

banking association qualified to be a successor to such Trustee under the provisions of Section 9.10, or a trust company that is a wholly-owned subsidiary of any of the foregoing.

Section 9.13. **Trustee To File Continuation Statements.**

The City will cause to be filed all appropriate financing statements, if any. If necessary, the Trustee, as directed in writing by the City, shall file or cause to be filed, at the City's expense, such continuation statements as may be delivered to the Trustee and which may be required by the Texas Uniform Commercial Code, as from time to time in effect (the "*UCC*"), in order to continue perfection of the security interest and rights of the Trustee in such items of tangible or intangible personal property and any fixtures as may have been granted to the Trustee pursuant to this Indenture in the time, place and manner required by the UCC. Unless otherwise notified in writing by the City or a Holder, the Trustee may conclusively rely upon the initial financing statements in filing any continuation statements hereunder. The Trustee shall have no responsibility to file financing statements or continuation statements other than to file continuation statements that are delivered to it.

If applicable, but immediately upon its receipt thereof, the City, or an authorized third-party representative thereof, shall deliver to the Trustee file-stamped copies of each UCC initial financing statement recorded in the jurisdictions applicable thereto.

The Trustee's UCC filing requirements are limited to those responsibilities as set forth in this Section 9.13.

Section 9.14 **Offering Documentation.**

The Trustee shall have no responsibility with respect to any information, statement, or recital in any official statement, offering memorandum, financial report, or any other disclosure material prepared or distributed with respect to the Bonds Similarly Secured and shall have no responsibility for compliance with any State or federal securities laws in connection with the Bonds Similarly Secured.

Section 9.15 **Expenditure of Funds and Risk.**

None of the provisions of this Indenture shall require the Trustee to expend or risk its own funds or otherwise to incur any liability, financial or otherwise, in the performance of any of its duties hereunder, or in the exercise of its rights or powers if the Trustee shall have reasonable grounds for believing that the repayment of such funds or indemnity against such risk or liability is not assured.

Section 9.16 **Environmental Hazards.**

The Trustee may inform any Holder of environmental hazards that the Trustee has reason to believe exist, and the Trustee has the right to take no further action and in such event, no fiduciary duty exists which imposes any obligation for further action with respect to the Trust Estate or any portion thereof if the Trustee, in its individual capacity, determines that any such

action would materially and adversely subject the Trustee to environmental or other liability for which the Trustee has not been adequately indemnified.

The Trustee shall not be responsible or liable for the environmental condition related to the improvements to any real property or for diminution in value of the same, or for any claims by or on behalf of the Holders thereof as the result of any contamination by a hazardous substance, hazardous material, pollutant, or contaminant. The Trustee assumes no duty or obligation to assess the environmental condition of any improvements or with respect to compliance thereof under State or federal laws pertaining to the transport, storage, treatment, or disposal of hazardous substances, hazardous materials, pollutants, or contaminants or regulations, permits, or licenses issued under such laws.

Section 9.17. **Accounts, Periodic Reports and Certificates.**

The Trustee shall keep or cause to be kept proper books of record and account (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to the Funds and Accounts established by this Indenture and which shall at all times be subject to inspection by the City, and the Holder or Holders of not less than 10% in principal amount of the Bonds Similarly Secured then Outstanding or their representatives duly authorized in writing.

Section 9.18. **Construction of Indenture.**

The Trustee may construe any of the provisions of this Indenture insofar as the same may appear to be ambiguous or inconsistent with any other provision hereof, and any construction of any such provisions hereof by the Trustee in good faith shall be binding upon the Holders of the Bonds Similarly Secured. Whether or not therein expressly so provided, every provision of this Indenture relating to the conduct or affecting the liability of or affording protection to the Trustee shall be subject to the provisions of this Article IX.

Section 9.19 **Verifications of Statutory Representations and Covenants.**

The Trustee makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Indenture. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Trustee within the meaning of Securities and Exchange Commission Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Indenture shall survive until barred by the applicable statute of limitations and shall not be liquidated or otherwise limited by any provision of this Indenture, notwithstanding anything in this Indenture to the contrary.

(a) *Not a Sanctioned Company*. The Trustee represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Trustee and each of its parent company, wholly- or majority-

owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

(b) *No Boycott of Israel*. The Trustee hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Indenture. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.

(c) *No Discrimination Against Firearm Entities*. The Trustee hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Indenture. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3), Government Code.

(d) *No Boycott of Energy Companies*. The Trustee hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Indenture. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.

Section 9.20. **Attorney General Standing Letter**.

The Trustee represents that it has on file with the Texas Attorney General a standing letter addressing the representation and verifications in Section 9.19 of this Indenture in a form acceptable to the Texas Attorney General. The Trustee hereby agrees to provide the City with a copy of such letter not later than ten days prior to the Closing Date. In addition, if the Trustee has received notice from the Texas Comptroller of Public Accounts in connection with a review of their standing letter (or of an affiliate of the Trustee), the Trustee shall provide the City or Bond Counsel with written confirmation one day prior to the Closing Date (or on the Closing Date upon the reasonable request of the City or Bond Counsel) to the effect that it and/or its affiliate intends to timely comply with the Comptroller's request and that the applicable standing letter remains in effect and may be relied upon by the City.

ARTICLE X

MODIFICATION OR AMENDMENT OF THIS INDENTURE

Section 10.1. **Amendments Permitted.**

(a) This Indenture and the rights and obligations of the City and of the Holders of the Bonds Similarly Secured may be modified or amended at any time by a Supplemental Indenture, except as provided below, pursuant to the affirmative vote at a meeting of Holders of the Bonds Similarly Secured, or with the written consent without a meeting, of the Holders of the Bonds

Similarly Secured of at least a majority of the aggregate outstanding principal of the Bonds Similarly Secured at that time and City approval of such modification or amendment. No such modification or amendment shall (i) extend the maturity of any Bond Similarly Secured or reduce the interest rate thereon, or otherwise alter or impair the obligation of the City to pay the principal of, and the interest and any premium on, any Bond Similarly Secured, without the express consent of the Holder of such Bond Similarly Secured, or (ii) permit the creation by the City of any pledge or lien upon the Trust Estate superior to or on a parity with the pledge and lien created for the benefit of the Bonds Similarly Secured (except as otherwise permitted by Applicable Laws and this Indenture), or (iii) reduce the percentage of Bonds Similarly Secured required for the amendment hereof. Any such amendment shall not modify any of the rights, immunities, indemnities or obligations of the Trustee without its prior written consent. In executing or accepting any Supplemental Indenture, the Trustee shall be fully protected in relying upon an opinion of qualified counsel addressed and delivered to the Trustee stating that (a) the execution of such Supplemental Indenture is permitted by and in compliance with this Indenture, (b) the execution and delivery of will not adversely affect the exclusion from federal gross income of the interest on the Bonds Similarly Secured, and (c) such Supplemental Indenture will, upon the execution and delivery thereof, to be a valid and binding obligation of the City.

(b) This Indenture and the rights and obligations of the City and of the Holders may also be modified or amended at any time by a Supplemental Indenture, without the consent of any Holders, only to the extent permitted by Applicable Laws, and only for anyone or more of the following purposes:

(i) to add to the covenants and agreements of the City in this Indenture contained, other covenants and agreements thereafter to be observed, or to limit or surrender any right or power herein reserved to or conferred upon the City;

(ii) to make modifications not adversely affecting any Outstanding Bonds Similarly Secured in any material respect;

(iii) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision contained in this Indenture, or in regard to questions arising under this Indenture, as the City may deem necessary or desirable and not inconsistent with this Indenture, and that shall not adversely affect the rights of the Holders of the Bonds Similarly Secured;

(iv) to provide for the issuance of Refunding Bonds, as set forth in Section 13.2 herein; and

(v) to make such additions, deletions or modifications as may be necessary or desirable to assure exemption from federal income taxation of interest on the Bonds Similarly Secured.

(c) Notwithstanding anything to the contrary herein, no Supplemental Indenture entered into in accordance with Section 10.1(b) above shall be effective unless the City first delivers to the Trustee an opinion of Bond Counsel to the effect that such amendment is permitted

by and in compliance with this Indenture and will not adversely affect the: (i) interests of the Holders in any material respect, or (ii) exclusion of interest on any Bond Similarly Secured from gross income for purposes of federal income taxation.

Section 10.2. **Holders' Meetings.**

The City may at any time call a meeting of the Holders of the Bonds Similarly Secured. In such event the City is authorized to fix the time and place of said meeting and to provide for the giving of notice thereof, and to fix and adopt rules and regulations for the conduct of said meeting.

Section 10.3. **Procedure for Amendment with Written Consent of Holders.**

(a) The City and the Trustee may at any time adopt a Supplemental Indenture amending the provisions of the Bonds Similarly Secured or of this Indenture, to the extent that such amendment is permitted by Section 10.1, to take effect when and as provided in this Section. A copy of such Supplemental Indenture, together with a request to Holders for their consent thereto, if such consent is required pursuant to Section 10.1, shall be mailed by first class mail, by the Trustee to each Holder of Bonds Similarly Secured from whom consent is required under this Indenture, but failure to mail copies of such Supplemental Indenture and request shall not affect the validity of the Supplemental Indenture when assented to as in this Section provided.

(b) Such Supplemental Indenture shall not become effective unless there shall be filed with the Trustee the written consents of the Holders as required by this Indenture and a notice shall have been mailed as hereinafter in this Section provided. Each such consent shall be effective only if accompanied by proof of ownership of the Bonds Similarly Secured for which such consent is given, which proof shall be such as is permitted by Section 11.6. Any such consent shall be binding upon the Holder of the Bonds Similarly Secured giving such consent and on any subsequent Holder (whether or not such subsequent Holder has notice thereof), unless such consent is revoked in writing by the Holder giving such consent or a subsequent Holder by filing such revocation with the Trustee prior to the date when the notice hereinafter in this Section provided for has been mailed.

(c) After the Holders of the required percentage of Bonds Similarly Secured shall have filed their consents to the Supplemental Indenture, the City shall mail a notice to the Holders in the manner hereinbefore provided in this Section for the mailing of the Supplemental Indenture, stating in substance that the Supplemental Indenture has been consented to by the Holders of the required percentage of Bonds Similarly Secured and will be effective as provided in this Section (but failure to mail copies of said notice shall not affect the validity of the Supplemental Indenture or consents thereto). Proof of the mailing of such notice shall be filed with the Trustee. A record, consisting of the papers required by this Section 10.3 to be filed with the Trustee, shall be proof of the matters therein stated until the contrary is proved. The Supplemental Indenture shall become effective upon the filing with the Trustee of the proof of mailing of such notice, and the Supplemental Indenture shall be deemed conclusively binding (except as otherwise hereinabove specifically provided in this Article) upon the City and the Holders of all Bonds Similarly Secured at the expiration of sixty (60) days after such filing, except in the event of a final decree of a court

of competent jurisdiction setting aside such consent in a legal action or equitable proceeding for such purpose commenced within such sixty-day period.

Section 10.4. **Procedure for Amendment Not Requiring Holder Consent.**

(a) The City and the Trustee may at any time adopt a Supplemental Indenture amending the provisions of the Bonds Similarly Secured or of this Indenture, to the extent that such amendment is permitted by Section 10.1, to take effect when and as provided in this Section. A copy of such Supplemental Indenture, together with a notice stating that the Supplemental Indenture does not require Holder consent, shall be mailed by first class mail by the Trustee to each Holder of Bonds Similarly Secured, but failure to mail copies of such Supplemental Indenture shall not affect the validity of the Supplemental Indenture. The Trustee shall retain the proof of its mailing of such notice. A record, consisting of the papers required by this Section 10.4, shall be proof of the matters therein stated until the contrary is proved.

(b) The Supplemental Indenture shall become effective upon the execution and delivery of such Supplemental Indenture by the Trustee and the City, and the Supplemental Indenture shall be deemed conclusively binding upon the City, the Trustee and the Holders of all Bonds Similarly Secured as of the date of such execution and delivery.

Section 10.5. **Effect of Supplemental Indenture.**

From and after the time any Supplemental Indenture becomes effective pursuant to this Article X, this Indenture shall be deemed to be modified and amended in accordance therewith, the respective rights, duties, and obligations under this Indenture of the City, the Trustee and all Holders of Bonds Similarly Secured Outstanding shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modifications and amendments, and all the terms and conditions of any such Supplemental Indenture shall be deemed to be part of the terms and conditions of this Indenture for any and all purposes.

Section 10.6. **Endorsement or Replacement of Bonds Similarly Secured Issued After Amendments.**

The City may determine that Bonds Similarly Secured issued and delivered after the effective date of any action taken as provided in this Article X shall bear a notation, by endorsement or otherwise, in form approved by the City, as to such action. In that case, upon demand of the Holder of any Bonds Similarly Secured Outstanding at such effective date and presentation of his Bond Similarly Secured for that purpose at the designated office of the Trustee or at such other office as the City may select and designate for that purpose, a suitable notation shall be made on such Bond Similarly Secured. The City may determine that new Bonds Similarly Secured, so modified as in the opinion of the City is necessary to conform to such Holders' action, shall be prepared, executed, and delivered. In that case, upon demand of the Holder of any Bonds Similarly Secured then Outstanding, such new Bonds Similarly Secured shall be exchanged at the designated office of the Trustee without cost to any Holder, for Bonds Similarly Secured then Outstanding, upon surrender of such Bonds Similarly Secured.

Section 10.7. **Amendatory Endorsement of Bonds Similarly Secured.**

The provisions of this Article X shall not prevent any Holder from accepting any amendment as to the particular Bonds Similarly Secured held by such Holder, provided that due notation thereof is made on such Bonds Similarly Secured.

Section 10.8. **Waiver of Default.**

Subject to Section 10.1, with the written consent of the Holders of at least a majority of the aggregate Outstanding principal of the Bonds Similarly Secured at that time, the Holders may waive compliance by the City with certain past defaults under this Indenture and their consequences. Any such consent shall be conclusive and binding upon the Holders and upon all future Holders. For the avoidance of doubt, any waiver given pursuant to this Section shall be subject to Section 11.5 hereof.

Section 10.9. **Execution of Supplemental Indenture.**

In executing, or accepting the additional trusts created by, any Supplemental Indenture permitted by this Article or the modification thereby of the trusts created by this Indenture, the Trustee shall receive, and shall be fully protected in relying upon, an opinion of counsel addressed and delivered to the Trustee and the City stating that the execution of such Supplemental Indenture is permitted by and in compliance with this Indenture. The Trustee may, but shall not be obligated to, enter into any such Supplemental Indenture which affects the Trustee's own rights, duties or immunities under this Indenture or otherwise.

ARTICLE XI

DEFAULT AND REMEDIES

Section 11.1. **Events of Default.**

Each of the following occurrences or events shall be and is hereby declared to be an "Event of Default," to wit:

(i) The failure of the City to deposit the Pledged Revenues to the Pledged Revenue Fund;

(ii) The failure of the City to enforce the collection of the Major Improvement Area Assessments including the prosecution of foreclosure proceedings, in accordance with Section 7.2;

(iii) Default in the performance or observance of any covenant, agreement or obligation of the City under this Indenture other than a default under (i) above or (iv) below, and the continuation thereof for a period of ninety (90) days after written notice specifying such default and requiring same to be remedied shall have been given to the City by the Trustee, which may

give such notice in its discretion and shall give such notice at the written request of the Holders of at least a majority of the aggregate principal of the Bonds Similarly Secured then Outstanding; and

(iv) The failure to make payment of the principal of or interest on any of the Bonds Similarly Secured when the same becomes due and payable and such failure is not remedied within thirty (30) days thereafter; provided, however, that the payments are to be made only from Pledged Revenues or other funds currently available in the Pledged Funds and available to the City to make any such payments.

Section 11.2. **Immediate Remedies for Default.**

(a) Subject to Article VIII, upon the happening and continuance of any of the Events of Default described in Section 11.1, then and in every such case the Trustee may proceed, and upon the written request of the Holders of at least a Quarter in Interest of the Bonds Similarly Secured then Outstanding hereunder and its receipt of indemnity satisfactory to it shall proceed, to protect and enforce the rights of the Holders under this Indenture, by action seeking mandamus or by other suit, action, or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief to the extent permitted by Applicable Laws, including, but not limited to, the specific performance of any covenant or agreement contained herein, or injunction; provided, however, that any action for money damages against the City shall be limited to recovery from the Trust Estate. The Trustee retains the right to obtain the advice of counsel in its exercise of remedies for default.

(b) PURSUANT TO SECTION 11.7, THE PRINCIPAL OF THE BONDS SIMILARLY SECURED SHALL NOT BE SUBJECT TO ACCELERATION UNDER ANY CIRCUMSTANCES.

(c) Whenever moneys are to be applied pursuant to this Article XI, irrespective of and whether other remedies authorized under this Indenture shall have been pursued in whole or in part, the Trustee may cause any or all of the assets of the Trust Estate, including Investment Securities, to be sold. The Trustee may so sell the assets of the Trust Estate and all right, title, interest, claim and demand thereto and the right of redemption thereof, in one or more parts, at any such place or places, and at such time or times and upon such notice and terms as the Trustee may deem appropriate and as may be required by law and apply the proceeds thereof in accordance with the provisions of this Section. The Trustee shall sell Trust Estate assets, according to the appraised value thereof, beginning with the asset of the highest value and continuing such sales in the order of next succeeding most valuable asset until satisfaction of debts pertaining to the Outstanding Bonds Similarly Secured. Upon such sale, the Trustee may make and deliver to the purchaser or purchasers a good and sufficient assignment or conveyance for the same, which sale shall be a perpetual bar both at law and in equity against the City, and all other Persons claiming such properties. No purchaser at any sale shall be bound to see to the application of the purchase money proceeds thereof or to inquire as to the authorization, necessity, expediency, or regularity of any such sale. Nevertheless, if so requested by the Trustee, the City shall ratify and confirm any sale or sales by executing and delivering to the Trustee or to such purchaser or purchasers all such instruments as may be necessary or, in the judgment of the Trustee, proper for the purpose which may be designated in such request.

(d) If an Event of Default shall have occurred and be continuing, the City, upon demand of the Trustee, shall surrender the possession of, and it shall be lawful for the Trustee, by such officer or agent as it may appoint, to take possession of all or any part of the Trust Estate, together with the books, papers, and accounts of the City pertaining thereto, and including the rights and the position of the City, and to hold, operate, and manage the same, and from time to time make all needed repairs and improvements, as well as set up proper reserve for the payment of all proper costs and expenses, holding and managing the same, including (i) reasonable compensation to the Trustee, its agents, and counsel, (ii) any reasonable charges of the Trustee hereunder, (iii) any taxes and assessments and other charges prior to the lien of this of Indenture, and (iv) all expenses of such repairs and improvements. After payment in full of the foregoing, the Trustee shall surrender possession of the Trust Estate to the City, its successors or assigns.

Section 11.3. **Restriction on Holder's Action.**

(a) No Holder shall have any right to institute any action, suit or proceeding at law or in equity for the enforcement of this Indenture or for the execution of any trust thereof or any other remedy hereunder, unless (i) a default has occurred and is continuing of which the Trustee has actual knowledge thereof or has been notified in writing as provided in Section 9.3(f), or of which by such Section it is deemed to have notice, (ii) such default has become an Event of Default and the Holders of at least a Quarter in Interest of the Bonds Similarly Secured then Outstanding and so affected by such Event of Default have made written request to the Trustee and offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, (iii) the Holders have furnished to the Trustee written evidence of indemnity as provided in Section 9.2, (iv) the Trustee has for 60 days after such notice failed or refused to exercise the powers hereinbefore granted, or to institute such action, suit, or proceeding in its own name, (v) no written direction inconsistent with such written request has been given to the Trustee during such 60-day period by the Holders of at least a Quarter in Interest of the Bonds Similarly Secured then Outstanding and so affected by such Event of Default, and (vi) notice of such action, suit, or proceeding is given to the Trustee in writing; however, no one or more Holders of the Bonds Similarly Secured shall have any right in any manner whatsoever to affect, disturb, or prejudice this Indenture by its, his, or their action or to enforce any right hereunder except in the manner provided herein, and that all proceedings at law or in equity shall be instituted and maintained in the manner provided herein and for the equal benefit of the Holders of all Bonds Similarly Secured then Outstanding. The notification, request and furnishing of indemnity set forth above shall, at the option of the Trustee as advised by counsel, be conditions precedent to the execution of the powers and trusts of this Indenture and to any action or cause of action for the enforcement of this Indenture or for any other remedy hereunder.

(b) Subject to Article VIII, nothing in this Indenture shall affect or impair the right of any Holder to enforce, by action at law, payment of any Bond Similarly Secured at and after the maturity thereof, or on the date fixed for redemption or the obligation of the City to pay each Bond Similarly Secured issued hereunder to the respective Holders thereof at the time and place, from the source and in the manner expressed herein and in the Bonds Similarly Secured.

(c) In case the Trustee or any Holders of Bonds Similarly Secured shall have proceeded to enforce any right under this Indenture and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Trustee or any Holders of Bonds Similarly Secured, then and in every such case the City, the Trustee and the Holders of Bonds Similarly Secured shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 11.4. **Application of Revenues and Other Moneys After Default.**

(a) All moneys, securities, funds and Pledged Revenues and other assets of the Trust Estate and the income therefrom received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall, after payment of the cost, liabilities, advances and expenses of the proceedings resulting in the collection of such amounts, the expenses (including its counsel fees, costs and expenses), liabilities, and advances incurred or made by the Trustee and the fees of the Trustee in carrying out this Indenture, during the continuance of an Event of Default, notwithstanding Section 11.2, be applied by the Trustee, on behalf of the City, to the payment of interest and principal or Redemption Price then due on Bonds Similarly Secured, as follows:

> FIRST: To the payment to the Holders entitled thereto all installments of interest then due in the direct order of maturity of such installments, and, if the amount available shall not be sufficient to pay in full any installment, then to the payment thereof ratably, according to the amounts due on such installment, to the Holders entitled thereto, without any discrimination or preference; and
>
> SECOND: To the payment to the Holders entitled thereto of the unpaid principal of Outstanding Bonds Similarly Secured, or Redemption Price of any Bonds Similarly Secured which shall have become due, whether at maturity or by call for redemption, in the direct order of their due dates and, if the amounts available shall not be sufficient to pay in full all the Bonds Similarly Secured due on any date, then to the payment thereof ratably, according to the amounts of principal due or Redemption Price and to the Holders entitled thereto, without any discrimination or preference.

Within thirty (30) days of receipt of such good and available funds, the Trustee may fix a record date and a payment date for any payment to be made to Holders of Bonds Similarly Secured pursuant to this Section 11.4.

(b) In the event funds are not adequate to cure any of the Events of Default described in Section 11.1, the available funds shall be allocated to the Bonds Similarly Secured that are Outstanding in proportion to the quantity of Bonds Similarly Secured that are currently due and in default under the terms of this Indenture.

(c) The restoration of the City to its prior position after any and all defaults have been cured, as provided in Section 11.3, shall not extend to or affect any subsequent default under this Indenture or impair any right consequent thereon.

Section 11.5. **Effect of Waiver.**

The Trustee may, with the prior written consent of at least a majority of the aggregate Outstanding principal of the Bonds Similarly Secured at that time, waive an Event of Default occurring hereunder. No delay or omission of the Trustee, or any Holder, to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Indenture to the Trustee or the Holders, respectively, may be exercised from time to time and as often as may be deemed expedient.

Section 11.6. **Evidence of Ownership of Bonds Similarly Secured.**

(a) Any request, consent, revocation of consent or other instrument which this Indenture may require or permit to be signed and executed by the Holders of Bonds Similarly Secured may be in one or more instruments of similar tenor, and shall be signed or executed by such Holders in person or by their attorneys duly appointed in writing. Proof of the execution of any such instrument, or of any instrument appointing any such attorney, or the holding by any Person of the Bonds Similarly Secured shall be sufficient for any purpose of this Indenture (except as otherwise herein expressly provided) if made in the following manner:

(i) The fact and date of the execution of such instruments by any Holder of Bonds Similarly Secured or the duly appointed attorney authorized to act on behalf of such Holder may be provided by a guarantee of the signature thereon by a bank or trust company or by the certificate of any notary public or other officer authorized to take acknowledgments of deeds, that the Person signing such request or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer. Where such execution is by an officer of a corporation or association or a member of a partnership, on behalf of such corporation, association or partnership, such signature guarantee, certificate, or affidavit shall also constitute sufficient proof of his authority.

(ii) The ownership of Bonds Similarly Secured and the amount, numbers and other identification and date of holding the same shall be proved by the Register.

(b) Except as otherwise provided in this Indenture with respect to revocation of a consent, any request or consent by a Holder of any Bond Similarly Secured shall bind all future Holders of the same Bond Similarly Secured in respect of anything done or suffered to be done by the City or the Trustee in accordance therewith.

Section 11.7. **No Acceleration.**

In the event of the occurrence of an Event of Default under Section 11.1, the right of acceleration of any Stated Maturity is not granted as a remedy hereunder and the right of acceleration under this Indenture is expressly denied.

Section 11.8. **Mailing of Notice.**

Any provision in this Article for the mailing of a notice or other document to Holders shall be fully complied with if it is mailed, first class postage prepaid, only to each Holder at the address appearing upon the Register.

Section 11.9. **Exclusion of Bonds Similarly Secured.**

Bonds Similarly Secured owned or held by or for the account of the City will not be deemed Outstanding for any purpose. The City shall promptly deliver any such Bonds Similarly Secured to the Trustee for cancellation.

Section 11.10. **Remedies Not Exclusive.**

Subject to Section 11.2, no remedy herein conferred upon or reserved to the Trustee or to the Holders is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to any other remedy given hereunder or now or hereafter existing at law or in equity, by statute or by contract.

Section 11.11. **Direction by Holders**.

Anything herein to the contrary notwithstanding, the Holders of at least a Quarter in Interest of the Bonds Similarly Secured so affected by such Event of Default shall have the right by an instrument in writing executed and delivered to the Trustee, to direct the choice of remedies and the time, method and place of conducting any proceeding for any remedy available to the Trustee hereunder, under each Supplemental Indenture or otherwise, or exercising any trust or power conferred upon the Trustee, including the power to direct or withhold directions with respect to any remedy available to the Trustee or the Holders, provided, (i) such direction shall not be otherwise than in accordance with law and the provisions hereof, (ii) that the Trustee may take any other action deemed proper by the Trustee which is not inconsistent with such direction, (iii) that the Trustee may still require satisfactory indemnity prior to taking such action, and (iv) that the Trustee shall have the right to decline to follow any such direction which in the opinion of the Trustee would be unjustly prejudicial to Holders not parties to such direction. The Trustee shall be entitled to request and receive such directions in writing and shall have no responsibility or liability for any losses or damages of any nature that may arise from any action taken or not taken by the Trustee in accordance with such written direction.

ARTICLE XII

GENERAL COVENANTS AND REPRESENTATIONS

Section 12.1. **Representations as to Trust Estate.**

(a) The City represents and warrants that it is authorized by Applicable Laws to authorize and issue the Bonds Similarly Secured, to execute and deliver this Indenture and to pledge the Trust Estate in the manner and to the extent provided in this Indenture, and that the

Trust Estate is and will be and remain free and clear of any pledge, lien, charge, or encumbrance thereon or with respect thereto prior to, or of equal rank with, the pledge and lien created in or authorized by this Indenture except as expressly provided herein.

(b) The City shall at all times, to the extent permitted by Applicable Laws, defend, preserve and protect the pledge of the Trust Estate and all the rights of the Holders and the Trustee, under this Indenture against all claims and demands of all Persons whomsoever.

(c) Subject to Section 7.2(d), the City will take all steps reasonably necessary and appropriate, and will provide written direction to the Trustee to take all steps reasonably necessary and appropriate, to collect all delinquencies in the collection of the Major Improvement Area Assessments and any other amounts pledged to the payment of the Bonds Similarly Secured to the fullest extent permitted by the PID Act and other Applicable Laws.

Section 12.2. **General.**

The City shall do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the City under the provisions of this Indenture.

ARTICLE XIII

SPECIAL COVENANTS

Section 13.1. **Further Assurances; Due Performance.**

(a) At any and all times the City will duly execute, acknowledge and deliver, or will cause to be done, executed and delivered, all and every such further acts, conveyances, transfers, and assurances in a manner as the Trustee shall reasonably require for better conveying, transferring, pledging, and confirming unto the Trustee, all and singular, the revenues, Funds, Accounts and properties constituting the Pledged Revenues, and the Trust Estate hereby transferred and pledged, or intended so to be transferred and pledged.

(b) The City will duly and punctually keep, observe and perform each and every term, covenant and condition on its part to be kept, observed and performed, contained in this Indenture.

Section 13.2. **Other Obligations or Other Liens; Refunding Bonds; Future Improvement Area Bonds.**

(a) The City reserves the right to issue Additional Obligations under other indentures, assessment ordinances, or similar agreements or other obligations which do not constitute or create a lien on any portion of the Trust Estate and are not payable from the Trust Estate.

(b) Other than Refunding Bonds and obligations secured by and payable from Pledged Revenues subordinate to the pledge of Pledged Revenues securing payment of the Bonds Similarly Secured, the City will not create or voluntarily permit to be created any debt, lien or charge on the Trust Estate, and will not do or omit to do or suffer to be done or omit to be done any matter or

things whatsoever whereby the lien of this Indenture or the priority hereof might or could be lost or impaired; and further covenants that it will pay or cause to be paid or will make adequate provisions for the satisfaction and discharge of all lawful claims and demands which if unpaid might by law be given precedence over or any equality with this Indenture as a lien or charge upon the Trust Estate; provided, however, that nothing in this Section shall require the City to apply, discharge, or make provision for any such lien, charge, claim, or demand so long as the validity thereof shall be contested by it in good faith, unless thereby, in the opinion of counsel to the Trustee, the same would endanger the security for the Bonds Similarly Secured.

(c) Additionally, the City has reserved the right to issue bonds or other obligations secured by and payable from Pledged Revenues so long as such pledge is subordinate to the pledge of Pledged Revenues securing payment of the Bonds Similarly Secured.

(d) Notwithstanding anything to the contrary herein, no Refunding Bonds or obligations secured by and payable from Pledged Revenues subordinate to the pledge of Pledged Revenues securing payment of the Bonds Similarly Secured may be issued by the City unless: (1) the principal (including any principal amounts to be redeemed on a mandatory sinking fund redemption date) of such Refunding Bonds or subordinate lien obligations is scheduled to mature on September 15 of the years in which principal is scheduled to mature and (2) the interest on such Refunding Bonds or subordinate lien obligations must be scheduled to be paid on March 15 and September 15 of the years in which interest is scheduled to be paid.

(e) Future Improvement Area Bonds may be issued to fund and/or to reimburse the Developer for funding the costs of internal Future Improvement Area Improvements within a Future Improvement Area. The Developer may request that the City issue Future Improvement Area Bonds; provided, however, that no Future Improvement Area Bonds shall be issued unless such Future Improvement Area Bonds are made to mature on September 15 in each of the years in which they are scheduled to mature, and the applicable requirements in this Section 13.2(e) are met:

(i) The Trustee shall receive a certificate from the City Representative certifying that the City is not in default in the performance and observance of any of the terms, provisions and conditions applicable to the City contained in this Indenture or any indenture of trust authorizing the issuance of Future Improvement Area Bonds for the District;

(ii) The Trustee and the City shall receive a certificate from the Developer, through an authorized representative, certifying that the Developer is not in default beyond any applicable notice and cure period in the performance and observance of any of the terms, provisions and conditions applicable to the Developer contained in the Development and Construction Agreement and Financing Agreement applicable to the District or any continuing disclosure agreement entered into by the Developer relating to the District, unless any defaults under the foregoing agreements (except for defaults under any continuing disclosure agreements entered into by the Developer which defaults shall be cured) are disclosed in a certificate from the Developer to the City and the City Council

elects to proceed with the issuance of the Future Improvement Area Bonds regardless of the existence of such default or defaults;

(iii) The Trustee and the City shall receive a certificate from the Administrator certifying that there is no default by the Developer or any owner of more than five percent (5%) of the assessed parcels in the applicable Future Improvement Area for failure to pay special assessments or ad valorem taxes on assessed parcels in such Future Improvement Area owed by the Developer or such owner prior to the delinquency date thereof;

(iv) With respect to Future Improvement Area Bonds issued for the next subsequent Future Improvement Area following the issuance of the Bonds, the Trustee and the City shall receive a certificate from the Developer certifying that at least seventy-five percent (75%) of the assessed parcels in such Future Improvement Area, for which Future Improvement Area Bonds will be issued, are under contract with merchant builder(s) or real estate developer(s) for sale to end users;

(v) With respect to Future Improvement Area Bonds issued for the Future Improvement Areas thereafter:

i. the Trustee and the City shall receive a certificate from the Developer certifying that (A) a certificate of occupancy for completed homes has been issued for at least forty percent (40%) of the lots or residential units, as applicable, in the preceding Improvement Areas, and (B) at least seventy-five percent (75%) of the residential lots to be assessed in such Future Improvement Area, for which Future Improvement Area Bonds will be issued, are under contract with merchant builder(s) or real estate developer(s) for sale to end users; and

ii. the Trustee and City shall receive an appraisal delivered by an independent appraiser evidencing that the Value to Lien Ratio of each individual assessed parcel in the Future Improvement Area for which Future Improvement Area Bonds will be issued is not less than 4:1, together with a certificate of a City Representative or the Administrator stating the 4:1 test is met, on which the Trustee may conclusively rely.

The requirements in Sections 13.2(e)(iv) and 13.2(e)(v) shall not apply to bonds issued for the Major Improvement Area Authorized Improvements or to Future Improvement Area Bonds issued for Future Improvement Areas consisting solely of non-residential development. The Trustee may conclusively rely on each certificate, appraisal, and other document delivered under this Section 13.2(e), and shall have no duty to verify the accuracy of, to determine satisfaction of, or to monitor or enforce, any condition to the issuance of Future Improvement Area Bonds, and no responsibility for such issuance.

Section 13.3. **Books of Record.**

(a) The City shall cause to be kept full and proper books of record and accounts, in which full, true and proper entries will be made of all dealings, business and affairs of the City, which relate to the Pledged Revenues, the Pledged Funds, and the Bonds Similarly Secured.

(b) The Trustee shall have no responsibility with respect to the financial and other information received by it pursuant to this Section 13.3 except to receive and retain same, subject to the Trustee's document retention policies, and to distribute the same in accordance with the provisions of this Indenture. Specifically, but without limitation, the Trustee shall have no duty to review such information, is not considered to have notice of the contents of such information or a default based on such contents, and has no duty to verify the accuracy of such information.

ARTICLE XIV

PAYMENT AND CANCELLATION OF THE BONDS AND SATISFACTION OF THE INDENTURE

Section 14.1. **Trust Irrevocable.**

The trust created by the terms and provisions of this Indenture is irrevocable until the Bonds Similarly Secured that are secured hereby are fully paid or provision is made for their payment as provided in this Article.

Section 14.2. **Satisfaction of Indenture.**

If the City shall pay or cause to be paid, or there shall otherwise be paid to the Holders, principal of and interest on all of the Bonds Similarly Secured, at the times and in the manner stipulated in this Indenture, and all amounts due and owing with respect to the Bonds Similarly Secured have been paid or provided for, then the pledge of the Trust Estate and all covenants, agreements, and other obligations of the City to the Holders of such Bonds Similarly Secured, shall thereupon cease, terminate, and become void and be discharged and satisfied. In such event, the Trustee shall execute and deliver to the City copies of all such documents as it may have evidencing that principal of and interest on all of the Bonds Similarly Secured has been paid so that the City may determine if this Indenture is satisfied; if so, the Trustee shall pay over or deliver all moneys held by it in the Funds and Accounts held hereunder as directed in writing by the City.

Section 14.3. **Bonds Similarly Secured Deemed Paid.**

(a) Any Outstanding Bonds Similarly Secured shall, prior to the Stated Maturity or redemption date thereof, be deemed to have been paid and no longer Outstanding within the meaning of this Indenture (a "*Defeased Debt*"), and particularly this Article XIV, when payment of the principal of, premium, if any, on such Defeased Debt, plus interest thereon to the due date thereof (whether such due date be by reason of maturity, redemption, or otherwise), either (1) shall have been made in accordance with the terms thereof, or (2) shall have been provided by irrevocably depositing with the Trustee, in trust, and irrevocably set aside exclusively for such

payment, (A) money sufficient to make such payment or (B) Defeasance Securities, certified by an independent public accounting firm of national reputation to mature as to principal and interest in such amount and at such times as will insure the availability, without reinvestment, of sufficient money to make such payment, and all necessary and proper fees, compensation, and expenses of the Trustee pertaining to the Bonds Similarly Secured with respect to which such deposit is made shall have been paid or the payment thereof provided for to the satisfaction of the Trustee. Neither Defeasance Securities nor moneys deposited with the Trustee pursuant to this Section nor principal or interest payments on any such Defeasance Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal of and interest on the Bonds Similarly Secured. Any cash received from such principal of and interest on such Defeasance Securities deposited with the Trustee, if not then needed for such purpose, shall, be reinvested in Defeasance Securities as directed in writing by the City maturing at times and in amounts sufficient to pay when due the principal of and interest on the Bonds Similarly Secured on and prior to such redemption date or maturity date thereof, as the case may be. Any payment for Defeasance Securities purchased for the purpose of reinvesting cash as aforesaid shall be made only against delivery of such Defeasance Securities.

(b) Any determination not to redeem Defeased Debt that is made in conjunction with the payment arrangements specified in Sections 14.3(a)(1) or 14.3(a)(2) shall not be irrevocable, provided that: (1) in the proceedings providing for such defeasance, the City expressly reserves the right to call the Defeased Debt for redemption; (2) the City gives notice of the reservation of that right to the Holders of the Defeased Debt immediately following the defeasance; (3) the City directs that notice of the reservation be included in any defeasance or redemption notices that it authorizes; and (4) at or prior to the time of the redemption, the City satisfies the conditions of clause (a) of this Section 14.3 with respect to such Defeased Debt as though it was being defeased at the time of the exercise of the option to redeem the Defeased Debt, after taking the redemption into account in determining the sufficiency of the provisions made for the payment of the Defeased Debt.

ARTICLE XV

MISCELLANEOUS

Section 15.1. **Benefits of Indenture Limited to Parties.**

Nothing in this Indenture, expressed or implied, is intended to give to any Person other than the City, the Trustee and the Holders, any right, remedy, or claim under or by reason of this Indenture. Any covenants, stipulations, promises or agreements in this Indenture by and on behalf of the City shall be for the sole and exclusive benefit of the Holders and the Trustee. This Indenture sets forth the entire agreement and understanding of the parties related to this transaction and supersedes all prior agreements and understandings, oral or written.

Section 15.2. **Successor is Deemed Included in All References to Predecessor.**

Whenever in this Indenture or any Supplemental Indenture either the City or the Trustee is named or referred to, such reference shall be deemed to include the successors or assigns thereof,

and all the covenants and agreements in this Indenture contained by or on behalf of the City or the Trustee shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 15.3. **Execution of Documents and Proof of Ownership by Holders.**

(a) Any request, declaration, or other instrument which this Indenture may require or permit to be executed by Holders may be in one or more instruments of similar tenor, and shall be executed by Holders in person or by their attorneys duly appointed in writing.

(b) Except as otherwise expressly provided herein, the fact and date of the execution by any Holder or his attorney of such request, declaration, or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the Person signing such request, declaration, or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

(c) Except as otherwise herein expressly provided, the ownership of registered Bonds Similarly Secured and the amount, maturity, number, and date of holding the same shall be proved by the Register.

(d) Any request, declaration or other instrument or writing of the Holder of any Bond Similarly Secured shall bind all future Holders of such Bond Similarly Secured in respect of anything done or suffered to be done by the City or the Trustee in good faith and in accordance therewith.

Section 15.4. **No Waiver of Personal Liability.**

No member, officer, agent, or employee of the City shall be individually or personally liable for the payment of the principal of, or interest or any premium on, the Bonds Similarly Secured; but nothing herein contained shall relieve any such member, officer, agent, or employee from the performance of any official duty provided by law.

Section 15.5. **Notices to and Demands on City and Trustee.**

(a) Except as otherwise expressly provided herein, all notices or other instruments required or permitted under this Indenture shall be in writing and shall delivered by hand or mailed by first class mail, postage prepaid, and addressed as follows:

If to the City	City of Georgetown, Texas 808 Martin Luther King Jr. St. Georgetown, Texas 78626 Attn: City Manager Telephone: 512-930-3652 Email: ms@georgetowntexas.gov

If to the Trustee Or the Paying Agent/Registrar	UMB Bank, N.A., 6034 West Courtyard Drive, Suite 225 Austin, Texas 78730 Attn: Robert Rodriguez Telephone: 512-582-5859 Email: Robert.Rodriguez@umb.com

(b) Any such notice, demand, or request may also be transmitted to the appropriate party by telephone and shall be deemed to be properly given or made at the time of such transmission if, and only if, such transmission of notice shall be confirmed in writing and sent as specified above.

(c) Any of such addresses may be changed at any time upon written notice of such change given to the other party by the party effecting the change. Notices and consents given by mail in accordance with this Section shall be deemed to have been given five Business Days after the date of dispatch; notices and consents given by any other means shall be deemed to have been given when received.

(d) The Trustee shall mail to each Holder of a Bond Similarly Secured notice of (1) any substitution of the Trustee; or (2) the redemption or defeasance of all Outstanding Bonds Similarly Secured.

(e) The Trustee agrees to accept and act upon instructions or directions, including funds transfer instructions ("*Instructions*") given pursuant to the governing documents sent in writing by Electronic Means. “Electronic Means” means the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Trustee, or another method or system specified by the Trustee as available for use in connection with its services hereunder); provided, however, that the City shall provide to the Trustee an incumbency certificate listing officers with the authority to provide such Instructions ("*Authorized Officers*"), which incumbency certificate shall be amended by the City whenever a person is to be added or deleted from the listing. If the City elects to give the Trustee Instructions using Electronic Means and the Trustee in its discretion elects to act upon such Instructions, the Trustee’s reasonable understanding of such Instructions shall be deemed controlling. The City understands and agrees that the Trustee cannot determine the identity of the actual sender of such Instructions and that the Trustee shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Trustee have been sent by such Authorized Officer. The City shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Trustee and the City and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the City. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee’s reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The City agrees (i) to assume all risks arising out of the use of such Electronic

Means to submit instructions and directions in writing to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Trustee and that there may be more secure methods of transmitting Instructions than the method(s) selected by the City; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedures.

Section 15.6. **Partial Invalidity.**

If any Section, paragraph, sentence, clause, or phrase of this Indenture shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Indenture. The City hereby declares that it would have adopted this Indenture and each and every other Section, paragraph, sentence, clause, or phrase hereof and authorized the issue of the Bonds Similarly Secured pursuant thereto irrespective of the fact that anyone or more Sections, paragraphs, sentences, clauses, or phrases of this Indenture may be held illegal, invalid, or unenforceable.

Section 15.7. **Applicable Laws; Jurisdiction.**

THIS INDENTURE SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS AND THE OBLIGATIONS OF THE PARTIES HERETO ARE AND SHALL BE PERFORMABLE IN THE COUNTY WHEREIN THE PROPERTY IS LOCATED, AND IF LEGAL ACTION IS NECESSARY BY EITHER PARTY WITH RESPECT TO THE ENFORCEMENT OF ANY TERM OF THIS INDENTURE, EXCLUSIVE VENUE FOR SAME SHALL LIE IN THE COURTS OF WILLIAMSON COUNTY, TEXAS. BY EXECUTING THIS INDENTURE, EACH PARTY HERETO EXPRESSLY (a) CONSENTS AND SUBMITS TO PERSONAL JURISDICTION AND VENUE CONSISTENT WITH THE PREVIOUS SENTENCE, (b) WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL CLAIMS AND DEFENSES THAT SUCH JURISDICTION AND VENUE ARE NOT PROPER OR CONVENIENT, AND (c) CONSENTS TO THE SERVICE OF PROCESS IN ANY MANNER AUTHORIZED BY TEXAS LAW.

Section 15.8. **Payment on Business Day.**

In any case where the date of the maturity of interest or of principal (and premium, if any) of the Bonds Similarly Secured or the date fixed for redemption of any Bonds Similarly Secured or the date any action is to be taken pursuant to this Indenture is other than a Business Day, the payment of interest or principal (and premium, if any) or the action need not be made on such date but may be made on the next succeeding day that is a Business Day with the same force and effect as if made on the date required and no interest shall accrue for the period from and after such date.

Section 15.9. **Counterparts.**

This Indenture may be executed in counterparts, each of which shall be deemed an original.

Section 15.10. **Electronic Storage.**

The parties agree that the transaction described herein may be conducted and related documents may be stored by Electronic Means. Copies, telecopies, facsimiles, electronic files, and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action, or suit in the appropriate court of law.

IN WITNESS WHEREOF, the City and the Trustee have caused this Indenture of Trust to be executed as of the date hereof.

CITY OF GEORGETOWN, TEXAS

By: _____
Josh Schroeder, Mayor

Attest:

_____
Robyn Densmore, City Secretary

(CITY SEAL)

UMB Bank, N.A.,
as Trustee

By: _____
Authorized Officer

EXHIBIT B

BOND PURCHASE AGREEMENT

$[_____]
CITY OF GEORGETOWN, TEXAS
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026
(HEIRLOOM PUBLIC IMPROVEMENT DISTRICT MAJOR IMPROVEMENT AREA PROJECT)

BOND PURCHASE AGREEMENT

October [13], 2026

City of Georgetown, Texas
808 Martin Luther King Jr. Street
Georgetown, Texas 78626

Ladies and Gentlemen:

The undersigned, FMSbonds, Inc. (the "Underwriter"), offers to enter into this Bond Purchase Agreement (this "Agreement") with the City of Georgetown, Texas (the "City"), which will be binding upon the City and the Underwriter upon the acceptance of this Agreement by the City. This offer is made subject to its acceptance by the City by execution of this Agreement and its delivery to the Underwriter on or before 10:00 p.m., Central Time, on the date hereof and, if not so accepted, will be subject to withdrawal by the Underwriter upon written notice delivered to the City at any time prior to the acceptance hereof by the City. All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Indenture (as defined herein) between the City and UMB Bank, N.A., as trustee (the "Trustee"), authorizing the issuance of the Bonds (as defined herein), and in the Limited Offering Memorandum (as defined herein).

1. Purchase and Sale of Bonds. Upon the terms and conditions and upon the basis of representations, warranties, and agreements hereinafter set forth, the Underwriter hereby agrees to purchase from the City, and the City hereby agrees to sell to the Underwriter, all (but not less than all) of the $[_____] aggregate principal amount of the City of Georgetown, Texas, Special Assessment Revenue Bonds, Series 2026 (Heirloom Public Improvement District Major Improvement Area Project) (the "Bonds"), at a purchase price of $[_____] (representing the aggregate principal amount of the Bonds, [less][plus] an original issue [discount][premium] of $[_____], less an Underwriter's Discount of $[_____]).

Inasmuch as this purchase and sale represents a negotiated transaction, the City understands, and hereby confirms, that the Underwriter is not acting as a municipal advisor or fiduciary of the City (including, without limitation, a "municipal advisor" (as such term is defined in Section 975(e) of the Dodd Frank Wall Street Reform and Consumer Protection Act)), but rather is acting solely in its capacity as Underwriter for its own account. The City acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Agreement is an arm's length

commercial transaction between the City and the Underwriter, (ii) in connection with the discussions, undertakings, and procedures leading up to the consummation of this transaction, the Underwriter is and has been acting solely as a principal and is not acting as the agent, municipal advisor, financial advisor, or fiduciary of the City, (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the City with respect to the offering described herein or the discussions, undertakings, and procedures leading thereto (regardless of whether the Underwriter has provided other services or is currently providing other services to the City on other matters) and the Underwriter has no obligation to the City with respect to the offering described herein except the obligations expressly set forth in this Agreement, (iv) the City has consulted its own legal, financial and other advisors to the extent it has deemed appropriate, (v) the Underwriter has financial and other interests that differ from those of the City, and (vi) the Underwriter has provided to the City prior disclosures under Rule G-17 of the Municipal Securities Rulemaking Board ("MSRB"), which have been received by the City. The City further acknowledges and agrees that following the issuance and delivery of the Bonds, the Underwriter has indicated that it may have periodic discussions with the City regarding the expenditure of Bond proceeds and the construction of the Major Improvement Area Improvements financed with the Bonds and, in connection with such discussions, the Underwriter shall be acting solely as a principal and will not be acting as the agent or fiduciary of, and will not be assuming an advisory or fiduciary responsibility in favor of, the City.

The Bonds shall be dated November [10], 2026 and shall have the maturities and redemption features, if any, and bear interest at the rates per annum shown on Schedule I hereto. Payment for and delivery of the Bonds, and the other actions described herein, shall take place on November [10], 2026 (or such other date as may be agreed to by the City and the Underwriter) (the "Closing Date").

2. Authorization Instruments and Law. The Bonds were authorized by an ordinance adopted by the City Council of the City (the "City Council") on October [13], 2026 (the "Bond Ordinance") and shall be issued pursuant to the provisions of the Public Improvement District Assessment Act, Subchapter A of Chapter 372, Texas Local Government Code, as amended (the "Act"), and the Indenture of Trust, dated as of November 1, 2026, between the City and the Trustee, authorizing the issuance of the Bonds (the "Indenture"). The Bonds shall be substantially in the form described in, and shall be secured under the provisions of, the Indenture.

The Bonds and interest thereon shall be secured by the Trust Estate (as defined in the Indenture) consisting primarily of revenue from proceeds of special assessments (the "Major Improvement Area Assessments") levied on the assessable parcels within Major Improvement Area of the Heirloom Public Improvement District (the "District"). The District was established by a resolution (the "Creation Resolution"), enacted by the City Council on August 26, 2025, in accordance with the Act. The Major Improvement Area Assessments were levied in accordance with a service and assessment plan, adopted by the City Council on October [13], 2026, as subsequently amended (the "Service and Assessment Plan"), pursuant to an ordinance (the "Assessment Ordinance" and, together with the Creation Resolution, the Indenture and the Bond Ordinance, the "Authorizing Documents"). The Bonds shall be further secured by certain applicable funds and accounts created pursuant to the Indenture.

The Bonds shall be as described in Schedule I attached hereto, the Indenture, and the Limited Offering Memorandum. The proceeds of the Bonds shall be used for (1) paying a portion of the Actual Costs of the Major Improvement Area Improvements benefitting the entire District, (2) paying the Administrative Reserves related to the Bonds, (3) paying the Bond Issuance Costs (as defined herein) for the Bonds, including funding a reserve fund for the payment of principal and interest on the Bonds, and (4) paying the interest on the Bonds during and after the period of construction.

3. Public Offering. The Underwriter agrees to make a bona fide limited public offering of all of the Bonds in accordance with Section 4 hereof and to no more than thirty-five (35) persons that qualify as "Accredited Investors" (as defined in Rule 501 of Regulation D under the Securities Act (as defined herein)) or "Qualified Institutional Buyers" (as defined in Rule 144A under the Securities Act). On or before the third (3rd) business day prior to the Closing Date, the Underwriter shall execute and deliver to Bond Counsel (as defined herein) the Issue Price Certificate (as defined herein), in substantially the form attached hereto as Appendix B.

4. Establishment of Issue Price. Notwithstanding any provision of this Agreement to the contrary, the following provisions related to the establishment of the issue price of the Bonds apply:

a. *Definitions.* For purposes of this Paragraph, the following definitions apply:

(i) "*Public*" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than a Participating Underwriter or a Related Party to a Participating Underwriter.

(ii) "*Participating Underwriter*" means (A) any person that agrees pursuant to a written contract with the City to participate in the initial sale of the Bonds to the Public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public).

(iii) "*Related Party*" means any two or more persons who are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interest or profits interest of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

(iv) "*Sale Date*" means the date of execution of this Agreement by all parties.

b. *Issue Price Certificate.* The Underwriter, agrees to assist the City in establishing the issue price of the Bonds and to execute and deliver to the City at Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as *Appendix B,* with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the City and Bond Counsel, to accurately reflect, as applicable, the initial offering price (the "Initial Offering Price") or prices or the sales price or prices to the Public of the Bonds.

c. *Substantial Amount Test.* Other than those maturities of the Bonds which are designated by the Underwriter in writing in attached Schedule I (the "*Hold-the-Price Maturities*"), the City will treat the first price at which at least ten percent (a "Substantial Amount") in principal amount of each maturity of the Bonds is sold to the Public as of the Sale Date (the *"Substantial Amount Test"*) as the issue price of that maturity (or each separate CUSIP number within that maturity). At or promptly after the execution of this Agreement, the Underwriter will report to the City the price or prices at which the Participating Underwriters have offered and sold to the Public each maturity of the Bonds. If at that time the Substantial Amount Test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the City the prices at which the Bonds have been sold by the Participating Underwriters to the Public. That reporting obligation will continue, whether or not the Closing Date has occurred, until the Substantial Amount Test has been satisfied as to the Bonds of that maturity or until all Bonds of that maturity have been sold to the Public.

d. *Hold-the-Price Restriction.* The Underwriter agrees, on behalf of the Participating Underwriters, that each Participating Underwriter will neither offer nor sell any of the Hold-the-Price Maturities to any person at a price that is higher than the applicable Initial Offering Price for such maturity during the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date, or (ii) the date on which the Participating Underwriters have sold a Substantial Amount of such a Maturity to the Public at a price that is no higher than the Initial Offering Price of such Maturity (the "Hold-the-Price Restriction").

The Underwriter shall promptly advise the City when the Participating Underwriters have sold a Substantial Amount of each such Hold-The-Price Maturity to the Public at a price that is no higher than the applicable Initial Offering Price such Hold-The-Price Maturity, if that occurs prior to the close of the fifth business day after the Sale Date.

The City acknowledges that, in making the representation set forth in this subparagraph, the Underwriter will rely on (A) the agreement of each Participating Underwriter to comply with the Hold-the-Price Restriction, as set forth in an agreement among underwriters and the related pricing wires, (B) in the event a selling group has been created in connection with the sale of the Bonds to the Public, the agreement of each dealer who is a member of the selling group to comply with the Hold-the-Price Restriction, as set forth in a selling group agreement and the related pricing wires, and (C) in the event that a Participating Underwriter is a party to a third-party distribution agreement that was employed in connection with the sale of the Bonds, the agreement of each such underwriter,

dealer or broker-dealer that is a party to such agreement to comply with the Hold-the-Price Restriction, as set forth in the third-party distribution agreement and the related pricing wires. The City further acknowledges that each Participating Underwriter will be solely liable for its failure to comply with its agreement regarding the Hold-the-Price Restriction and that no Participating Underwriter will be liable for the failure of any other Participating Underwriter to comply with its corresponding agreement regarding the Hold-the-Price Restriction as applicable to the Bonds.

e. *Agreements Among Participating Underwriters*. The Underwriter confirms that (i) any agreement among underwriters, any selling group agreement and each third-party distribution agreement to which the Underwriter is a party relating to the initial sale of the Bonds to the Public, together with related pricing wires, contains or will contain language obligating each Participating Underwriter, each dealer who is a member of any selling group, and each broker-dealer that is a party to any such retail distribution agreement, as applicable, to (A) report the prices at which it sells to the Public the unsold Bonds of each maturity allocated to it until it is notified by the Underwriter that either the Substantial Amount Test has been satisfied as to the Bonds of that maturity or all Bonds if that maturity have been sold to the Public, (B) comply with the Hold-the-Price Restriction, if applicable, in each case if and for so long as directed by the Underwriter and as set forth in the relating pricing wires, and (C) acknowledge that, unless otherwise advised by the Participating Underwriter, the Underwriter will assume that based on such agreement each order submitted by the underwriter, dealer or broker-dealer is a sale to the Public; and (ii) any agreement among underwriters relating to the initial sale of the Bonds to the Public, together with related pricing wires, contains or will contain language obligating each Participating Underwriter that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the Public to require each underwriter or broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the Public the unsold Bonds of each maturity allotted to it until it is notified by the Underwriter or the applicable Participating Underwriter that either the Substantial Amount Test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the Public and (B) comply with the Hold-the-Price Restriction, if applicable, in each case if and for so long as directed by the Underwriter or the applicable Participating Underwriter and as set forth in the relating pricing wires, and

f. *Sale to Related Party not a Sale to the Public.* The Participating Underwriters acknowledge that sales of any Bonds to any person that is a Related Party to a Participating Underwriter do not constitute sales to the Public for purposes of this Section. If a Related Party to a Participating Underwriter purchases during the initial offering period all of a Hold-The-Price Maturity, the related Participating Underwriter will notify the Underwriter and will take steps to confirm in writing that such Related Party will either (i) hold such Bonds for its own account, without present intention to sell, reoffer, or otherwise dispose of such Bonds for at least five business days from the Sale Date, or (ii) comply with the Hold-the-Price Restriction. The Underwriter will notify the Issuer if any of the Hold-the-Price Maturities are allotted to a Participating Underwriter or sold or allotted to a Related Party of the Underwriter.

5. Limited Offering Memorandum.

a. Delivery of Limited Offering Memorandum. The City previously has delivered, or caused to be delivered, to the Underwriter the Preliminary Limited Offering Memorandum for the Bonds dated September 25, 2026, (the "Preliminary Limited Offering Memorandum"), in a "designated electronic format," as defined in the MSRB Rule G-32 ("Rule G-32"). The City will prepare, or cause to be prepared, a final Limited Offering Memorandum relating to the Bonds (as more particularly defined below, the "Limited Offering Memorandum") which will be (i) dated the date of this Agreement, (ii) complete within the meaning of the United States Securities and Exchange Commission's Rule 15c2-12, as amended ("Rule 15c2-12"), (iii) in a "designated electronic format," and (iv) substantially in the form of the most recent version of the Preliminary Limited Offering Memorandum provided to the Underwriter before the execution hereof, except for the inclusion of the information permitted to be excluded from the Preliminary Limited Offering Memorandum by Section (b)(1) of Rule 15c2-12. The Limited Offering Memorandum, including the cover page thereto, all exhibits, schedules, appendices, maps, charts, pictures, diagrams, reports, and statements included or incorporated therein or attached thereto, and all amendments and supplements thereto that may be authorized for use with respect to the Bonds are collectively referred to herein as the "Limited Offering Memorandum." Until the Limited Offering Memorandum has been prepared and is available for distribution, the City shall provide to the Underwriter, upon request, sufficient quantities (which may be in electronic format) of the Preliminary Limited Offering Memorandum as the Underwriter reasonably deems necessary to satisfy the obligation of the Underwriter under Rule 15c2-12 with respect to distribution to each potential customer.

b. Preliminary Limited Offering Memorandum Deemed Final. The Preliminary Limited Offering Memorandum has been prepared for use by the Underwriter in connection with the limited public offering, sale, and distribution of the Bonds. The City hereby represents and warrants that the Preliminary Limited Offering Memorandum has been deemed final by the City as of its date, except for the omission of such information which is dependent upon the final pricing of the Bonds for completion, all as permitted to be excluded by Section (b)(1) of Rule 15c2-12.

c. Use of Limited Offering Memorandum in Offering and Sale. The City hereby authorizes the Limited Offering Memorandum and the information therein contained to be used by the Underwriter in connection with the limited public offering and the sale of the Bonds. The City consents to the use by the Underwriter prior to the date hereof of the Preliminary Limited Offering Memorandum in connection with the public offering of the Bonds. The City shall provide, or cause to be provided, to the Underwriter as soon as practicable after the date of the City's acceptance of this Agreement (but, in any event, not later than the earlier of the Closing Date or seven (7) business days after the City's acceptance of this Agreement) copies of the Limited Offering Memorandum which is complete as of the date of its delivery to the Underwriter. The City shall provide the Limited Offering Memorandum, or cause the Limited Offering Memorandum to be provided, (i) in a "designated electronic format" consistent with the requirements of Rule G-32 and (ii) in a printed format in such quantity as the Underwriter shall reasonably

request in order for the Underwriter to comply with Section (b)(4) of Rule 15c2-12 and the rules of the MSRB.

d. Updating of Limited Offering Memorandum. If, after the date of this Agreement, up to and including the date the Underwriter is no longer required to provide a Limited Offering Memorandum to potential customers who request the same pursuant to Rule 15c2-12 (the earlier of (i) ninety (90) days from the "end of the underwriting period" (as defined in Rule 15c2-12) and (ii) the time when the Limited Offering Memorandum is available to any person from the MSRB, but in no case less than the twenty-fifth (25th) day after the "end of the underwriting period" for the Bonds), the City becomes aware of any fact or event which might or would cause the Limited Offering Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, or if it is necessary to amend or supplement the Limited Offering Memorandum to comply with law, the City will notify the Underwriter promptly (and for the purposes of this clause provide the Underwriter with such information as it may from time to time reasonably request), and if, in the reasonable judgment of the Underwriter, such fact or event requires preparation and publication of a supplement or amendment to the Limited Offering Memorandum, the City will forthwith prepare and furnish, at no expense to the Underwriter (in a form and manner approved by the Underwriter), either an amendment or a supplement to the Limited Offering Memorandum so that the statements therein as so amended and supplemented will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading or so that the Limited Offering Memorandum will comply with law; provided, however, that for all purposes of this Agreement and any certificate delivered by the City in accordance herewith, the City makes no representations with respect to the following information (collectively, the "Non-City Disclosures") (i) the descriptions in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum of The Depository Trust Company, New York, New York ("DTC"), or its book-entry-only system, and (ii) the information in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum in any maps included therein or under the captions and subcaptions "PLAN OF FINANCE — Development Plan and Plan of Finance," "LIMITATIONS APPLICABLE TO INITIAL PURCHASERS," "BOOK-ENTRY ONLY SYSTEM," "THE MAJOR IMPROVEMENT AREA IMPROVEMENTS," "THE DEVELOPMENT," "THE DEVELOPERS," "THE ADMINISTRATOR," "APPRAISAL," "BONDHOLDERS' RISKS" (only as it pertains to the Developers, the Major Improvement Area Improvements and the Development, as defined in the Limited Offering Memorandum), "LEGAL MATTERS — Litigation – The Developers," "CONTINUING DISCLOSURE — The Developers" and " — The Developers' Compliance with Prior Undertakings," "INFORMATION RELATING TO THE TRUSTEE," "APPENDIX E-2," "APPENDIX E-3" and "APPENDIX F." If such notification shall be subsequent to the Closing (as defined herein), the City, at no expense to the Underwriter, shall furnish such legal opinions, certificates, instruments, and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of such supplement or amendment to the Limited Offering Memorandum. The

City shall provide any such amendment or supplement, or cause any such amendment or supplement to be provided, (i) in a "designated electronic format" consistent with the requirements of Rule G-32 and (ii) in a printed format in such quantity as the Underwriter shall reasonably request in order for the Underwriter to comply with Section (b)(4) of Rule 15c2-12 and the rules of the MSRB.

e. Filing with MSRB. The Underwriter hereby agrees to timely file the Limited Offering Memorandum with the MSRB through its Electronic Municipal Market Access system within one (1) business day after receipt but no later than the Closing Date. Unless otherwise notified in writing by the Underwriter, the City can assume that the "end of the underwriting period" for purposes of Rule 15c2-12 is the Closing Date.

f. Limited Offering. The Underwriter hereby represents, warrants and covenants that the Bonds were initially sold pursuant to a limited offering. The Bonds were sold to not more than thirty-five (35) persons that qualify as "Accredited Investors" (as defined in Rule 501 of Regulation D under the Securities Act) or "Qualified Institutional Buyers" (as defined in Rule 144A under the Securities Act).

6. City Representations, Warranties and Covenants. The City represents, warrants and covenants that:

a. Due Organization, Existence and Authority. The City is a political subdivision of the State of Texas (the "State"), and has, and at the Closing Date will have, full legal right, power and authority:

(i) to enter into and perform its duties and obligations under:

(1) this Agreement;

(2) the Indenture;

(3) the "PID Construction, Financing and Reimbursement Agreement Heirloom Improvement District," dated [_____,], 2026 (the "Financing Agreement") executed and delivered by the City, Heirloom East Tx, LLC, a Delaware limited liability company (the "Heirloom East Developer") and HEIRLOOMTX, LLC, a Delaware Limited Liability Company (the "Heirloom Tx Developer" and, together with the Heirloom East Developer, the "Developers"), and consented to by Georgetown Independent School District, a political subdivision of the State of Texas ("Georgetown ISD") and Heirloom1 Communities TX, LLC, a Delaware limited liability company (the "Landowner");

(4) the "Development and Construction Agreement (Heirloom)," effective August 27, 2025, as amended by a First Amendment to Development and Construction Agreement (Heirloom) dated [_____], 2026 (collectively, the "Development Agreement") executed and delivered by the City, the Developers, Georgetown ISD, and consented to the Landowner; and

(5) the "Continuing Disclosure Agreement of Issuer" with respect to the Bonds, dated as of November 1, 2026 (the "Continuing Disclosure Agreement of Issuer"), executed and delivered by the City, P3Works, LLC, (the "Administrator") and UMB Bank, N.A., as dissemination agent;

(ii) to issue, sell, and deliver the Bonds to the Underwriter as provided herein; and

(iii) to carry out and consummate the transactions on its part described in (1) the Authorizing Documents, (2) this Agreement, (3) the Financing Agreement, (4) the Development Agreement, (5) the Continuing Disclosure Agreement of Issuer, and (6) the Limited Offering Memorandum (the documents described by subclauses (1) through (6) being referred to collectively herein as the "City Documents").

b. Due Authorization and Approval of City. By all necessary official action of the City, the City has duly authorized and approved the adoption or execution and delivery by the City of, and the performance by the City of the obligations on its part contained in, the City Documents and, as of the date hereof, such authorizations and approvals are in full force and effect and have not been amended, modified or rescinded, except as may have been approved by the Underwriter. When validly executed and delivered by the other parties thereto, the City Documents will constitute the legally valid and binding obligations of the City enforceable upon the City in accordance with their respective terms, except insofar as enforcement may be limited by principles of sovereign immunity, bankruptcy, insolvency, reorganization, moratorium, or similar laws or equitable principles relating to or affecting creditors' rights generally. The City has complied, and will at the Closing be in compliance, in all material respects, with the obligations on its part to be performed on or prior to the Closing Date under the City Documents.

c. Due Authorization for Issuance of the Bonds. The City has duly authorized the issuance and sale of the Bonds pursuant to the Bond Ordinance, the Indenture, and the Act. The City has, and at the Closing will have, full legal right, power and authority (i) to enter into, execute, deliver, and perform its obligations under this Agreement and the other City Documents, (ii) to issue, sell and deliver the Bonds to the Underwriter pursuant to the Indenture, the Bond Ordinance, the Act, and as provided herein, and (iii) to carry out, give effect to and consummate the transactions on the part of the City described by the Bond Ordinance and the other City Documents.

d. No Breach or Default. As of the time of acceptance hereof, and to its knowledge, the City is not, and as of the Closing Date the City will not be, in breach of or in default in any material respect under any applicable constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment or decree or any trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument related to the Bonds and to which the City is a party or is otherwise subject, and no event has occurred and is continuing which, with the

passage of time or the giving of notice, or both, would constitute a default or event of default under any such instrument which breach, default or event could have a material adverse effect on the City's ability to perform its obligations under the Bonds or the City Documents; and, as of such times, the authorization, execution and delivery of the Bonds and the City Documents and compliance by the City with the obligations on its part to be performed in each of such agreements or instruments does not and will not conflict with or constitute a breach of or default in any material respect under any applicable constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment, decree, license, permit, trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument to which the City (or any of its officers in their respective capacities as such) is subject, or by which it or any of its properties are bound, nor will any such authorization, execution, delivery or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any portion of the Trust Estate or under the terms of any such law, regulation or instrument, except as may be permitted by the City Documents.

e. No Litigation. At the time of acceptance hereof there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body (collectively and individually, an "Action") pending against the City with respect to which the City has been served with process, nor to the knowledge of the City is any Action threatened against the City, in which any such Action (i) in any way questions the existence of the City or the rights of the members of the City Council to hold their respective positions, (ii) in any way questions the formation or existence of the District, (iii) affects, contests or seeks to prohibit, restrain or enjoin the issuance or delivery of any of the Bonds, or the payment or collection of any amounts pledged or to be pledged to pay the principal of and interest on the Bonds, or in any way contests or affects the validity of the City Documents or the consummation of the transactions on the part of the City described therein, or contests the exclusion of the interest on the Bonds from federal income taxation, or (iv) which may result in any material adverse change in the financial condition of the City; and, as of the time of acceptance hereof, to the City's knowledge, there is no basis for any action, suit, proceeding, inquiry, or investigation of the nature described in clauses (i) through (iv) of this sentence.

f. Bonds Issued Pursuant to Indenture. The City represents that the Bonds, when issued, executed, and delivered in accordance with the Indenture and sold to the Underwriter as provided herein, will be validly issued and outstanding obligations of the City subject to the terms of the Indenture, entitled to the benefits of the Indenture and the security of the pledge of the proceeds of the levy of the Major Improvement Area Assessments received by the City, all to the extent provided for in the Indenture. The Indenture creates a valid pledge of certain revenues and the monies in certain funds and accounts established pursuant to the Indenture to the extent provided for in the Indenture, including the investments thereof, subject in all cases to the provisions of the Indenture permitting the application thereof for the purposes and on the terms and conditions set forth therein.

g. Major Improvement Area Assessments. The Major Improvement Area Assessments constituting the security for the Bonds have been levied by the City in accordance with the Assessment Ordinance and the Act on those parcels of land identified in the Assessment Roll (as defined in the Service and Assessment Plan). According to the Act, such Major Improvement Area Assessments constitute a valid and legally binding first and prior lien against the properties assessed, superior to all other liens and claims, except liens or claims for state, county, school district, or municipality ad valorem taxes.

h. Consents and Approvals. All authorizations, approvals, licenses, permits, consents, elections, and orders of or filings with any governmental authority, legislative body, board, agency, or commission having jurisdiction in the matters which are required by the Closing Date for the due authorization of, which would constitute a condition precedent to or the absence of which would adversely affect the due performance by the City of, its obligations in connection with the City Documents have been duly obtained or made and are in full force and effect, except the approval of the Bonds by the Attorney General of the State, registration of the Bonds by the Comptroller of Public Accounts of the State, and the approvals, consents and orders as may be required under Blue Sky or securities laws of any jurisdiction.

i. Public Debt. Prior to the Closing, the City will not offer or issue any bonds, notes or other obligations for borrowed money or incur any material liabilities, direct or contingent, payable from or secured by a pledge of the Major Improvement Area Assessments which secure the Bonds without the prior approval of the Underwriter.

j. Preliminary Limited Offering Memorandum. The information contained in the Preliminary Limited Offering Memorandum is true and correct in all material respects, and such information does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that the City makes no representations with respect to the Non-City Disclosures.

k. Limited Offering Memorandum. At the time of the City's acceptance hereof and (unless the Limited Offering Memorandum is amended or supplemented pursuant to Section 5(d) of this Agreement) at all times subsequent thereto during the period up to and including the twenty-fifth (25th) day subsequent to the "end of the underwriting period," the information contained in the Limited Offering Memorandum does not and will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that the City makes no representations with respect to the Non-City Disclosures; and further provided, however, that if the City notifies the Underwriter of any fact or event as required by Section 5(d) hereof, and the Underwriter determines that such fact or event does not require preparation and publication of a supplement or amendment to the Limited Offering Memorandum, then the Limited Offering Memorandum in its then-current form shall be conclusively deemed to be complete and correct in all material respects.

l. Supplements or Amendments to Limited Offering Memorandum. If the Limited Offering Memorandum is supplemented or amended pursuant to paragraph (d) of Section 5 of this Agreement, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto during the period up to and including the twenty-fifth (25th) day subsequent to the "end of the underwriting period," the Limited Offering Memorandum as so supplemented or amended will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that if the City notifies the Underwriter of any fact or event as required by Section 5(d) hereof, and the Underwriter determines that such fact or event does not require preparation and publication of a supplement or amendment to the Limited Offering Memorandum, then the Limited Offering Memorandum in its then-current form shall be conclusively deemed to be complete and correct in all material respects.

m. Compliance with Rule 15c2-12. During the past five (5) years, the City has complied in all material respects with its previous continuing disclosure undertakings made by it in accordance with Rule 15c2-12, except as described in the Limited Offering Memorandum.

n. Use of Bond Proceeds. The City will apply, or cause to be applied, the proceeds from the sale of the Bonds as provided in and subject to all of the terms and provisions of the Indenture and will not take or omit to take any action which action or omission will adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Bonds.

o. Blue Sky and Securities Laws and Regulations. The City will furnish such information and execute such instruments and take such action in cooperation with the Underwriter as the Underwriter may reasonably request, at no expense to the City, (i) to (y) qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions in the United States as the Underwriter may designate and (z) determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions and (ii) to continue such qualifications in effect so long as required for the initial distribution of the Bonds by the Underwriter (provided, however, that the City will not be required to qualify as a foreign corporation or to file any general or special consents to service of process under the laws of any jurisdiction) and will advise the Underwriter immediately of receipt by the City of any notification with respect to the suspension of the qualification of the Bonds for sale in any jurisdiction or the initiation or threat of any proceeding for that purpose.

p. Certificates of the City. Any certificate signed by any official of the City authorized to do so in connection with the transactions described in this Agreement shall be deemed a representation and/or warranty, as applicable in the legal context, by the City to the Underwriter as to the statements made therein and can be relied upon by the Underwriter as to the statements made therein.

q. Intentional Actions Regarding Representations and Warranties. The City covenants that between the date hereof and the Closing it will not intentionally take actions which will cause the representations and warranties made in this Section to be untrue as of the Closing.

r. Municipal Advisor. The City has engaged Specialized Public Finance, Inc. as its municipal advisor (the "Municipal Advisor") in connection with its offering and issuance of the Bonds.

By delivering the Limited Offering Memorandum to the Underwriter, the City shall be deemed to have reaffirmed, with respect to the Limited Offering Memorandum, the representations, warranties and covenants set forth above.

7. Developers Letter of Representations. At the signing of this Agreement, the City and Underwriter shall receive (a) from the Heirloom East Developer an executed Heirloom East Developer Letter of Representations (the "Heirloom East Developer Letter of Representations") in the form of Appendix A-1 hereto, and (b) from the Heirloom Tx Developer an executed Heirloom Tx Developer Letter of Representations (the "Heirloom Tx Developer Letter of Representations") in the form of Appendix A-2 hereto. At the Closing, the City and the Underwriter shall receive (a) a certificate signed by the Heirloom East Developer as set forth in Section 10(e) hereof (the "Heirloom East Developer Closing Certificate"), and (b) a certificate signed by the Heirloom Tx Developer as set forth in Section 10(e) hereof (the "Heirloom Tx Developer Closing Certificate").

8. The Closing. At 10:00 a.m., Central time, on the Closing Date, or at such other time or on such earlier or later business day as shall have been mutually agreed upon by the City and the Underwriter, (i) the City will deliver or cause to be delivered to DTC through its "FAST" System, the Bonds in the form of one fully registered Bond for each maturity, registered in the name of Cede & Co., as nominee for DTC, duly executed by the City and authenticated by the Trustee as provided in the Indenture, and (ii) the City will deliver the closing documents hereinafter mentioned to McCall, Parkhurst & Horton L.L.P. ("Bond Counsel"), or a place to be mutually agreed upon by the City and the Underwriter. Settlement will be through the facilities of DTC. The Underwriter will accept delivery and pay the purchase price of the Bonds as set forth in Section 1 hereof by wire transfer in federal funds payable to the order of the City or its designee. These payments and deliveries, together with the delivery of the aforementioned documents, are herein called the "Closing." The Bonds will be made available to the Underwriter or Underwriter's Counsel (as defined herein) for inspection not less than twenty-four (24) hours prior to the Closing.

9. Underwriter's Closing Conditions. The Underwriter has entered into this Agreement in reliance upon the representations and covenants herein, in the Heirloom East Developer Letter of Representations, and in the Heirloom Tx Developer Letter of Representations, and the performance by the City of its obligations under this Agreement, both as of the date hereof and as of the Closing Date. Accordingly, the Underwriter's obligations under this Agreement to purchase, accept delivery of, and pay for the Bonds shall be conditioned upon the performance by the City of its obligations to be performed hereunder at or prior to Closing and shall also be subject to the following additional conditions:

a. Bring-Down Representations of the City. The representations and covenants of the City contained in this Agreement shall be true and correct in all material respects as of the date hereof and at the time of the Closing, as if made on the Closing Date.

b. Executed Agreements and Performance Thereunder. At the time of the Closing (i) the City Documents shall be in full force and effect, and shall not have been amended, modified, or supplemented except with the written consent of the Underwriter; (ii) the Authorizing Documents shall be in full force and effect; (iii) there shall be in full force and effect such other ordinances, resolutions or actions of the City as, in the opinion of Bond Counsel and Underwriter's Counsel, shall be necessary on or prior to the Closing Date in connection with the transactions on the part of the City described in this Agreement and the City Documents; (iv) there shall be in full force and effect such other resolutions or actions of the Developers as, in the opinion of Metcalfe Wolff Stuart & Williams, LLP ("Developers' Counsel"), shall be necessary on or prior to the Closing Date in connection with the transactions on the part of the Developers described in the Heirloom East Developer Letter of Representations, the Heirloom Tx Developer Letter of Representations, the Financing Agreement, the Development Agreement, the Continuing Disclosure Agreement of Heirloom East Developer with respect to the Bonds, dated as of November 1, 2026, executed and delivered by the Heirloom East Developer, P3Works, LLC, as Administrator, and UMB Bank, N.A. as dissemination agent (the "Continuing Disclosure Agreement of Heirloom East Developer"), the Continuing Disclosure Agreement of Heirloom Tx Developer with respect to the Bonds, dated as of November 1, 2026, executed and delivered by the Heirloom Tx Developer, P3Works, LLC, as Administrator, and UMB Bank, N.A. as dissemination agent (the "Continuing Disclosure Agreement of Heirloom Tx Developer"), the Landowner Consent Certificate of the Heirloom East Developer, dated October [13], 2026 (the "Heirloom East Developer Landowner Consent Certificate"), the Landowner Consent Certificate of the Heirloom Tx Developer, dated October [13], 2026 (the "Heirloom Tx Developer Landowner Consent Certificate"), and the Landowner Consent Certificate of the Landowner, dated October [13], 2026 (the "Landowner Landowner Consent Certificate" and, together with the Heirloom East Developer Letter of Representations, the Heirloom Tx Developer Letter of Representations, the Financing Agreement, the Development Agreement, Continuing Disclosure Agreement of Heirloom East Developer, Continuing Disclosure Agreement of Heirloom Tx Developer, the Heirloom East Developer Landowner Consent Certificate and the Heirloom Tx Developer Landowner Consent Certificate, the "Developer Documents"); and (v) the City shall perform or have performed its obligations required or specified in the City Documents to be performed at or prior to Closing.

c. No Default. At the time of the Closing, no default shall have occurred or be existing and no circumstances or occurrences that, with the passage of time or giving of notice, shall constitute an event of default under this Agreement, the Indenture, the City Documents, the Developer Documents or other documents relating to the financing and construction of the Major Improvement Area Improvements and the Development (as defined in the Limited Offering Memorandum), and the Developers shall not be in default in the payment of principal or interest on any of its indebtedness which default shall

materially adversely impact the ability of the Developers to pay the Major Improvement Area Assessments when due or complete the Major Improvement Area Improvements.

d. Closing Documents. At or prior to the Closing, the Underwriter or Underwriter's Counsel shall have received each of the documents required under Section 10 below.

e. Termination Events. The Underwriter shall have the right to cancel its obligation to purchase the Bonds and to terminate this Agreement without liability therefor by written notification to the City if, between the date of this Agreement and the Closing, in the Underwriter's reasonable judgment, any of the following shall have occurred:

(i) the market price or marketability of the Bonds, or the ability of the Underwriter to enforce contracts for the sale of the Bonds, shall be materially adversely affected by the occurrence of any of the following:

(1) legislation shall have been introduced in or enacted by the Congress of the United States or adopted by either House thereof, or legislation pending in the Congress of the United States shall have been amended, or legislation shall have been recommended to the Congress of the United States or otherwise endorsed for passage (by press release, other form of notice, or otherwise) by the President of the United States, the Treasury Department of the United States, or the Internal Revenue Service or legislation shall have been proposed for consideration by either the U.S. Senate Committee on Finance or the U.S. House of Representatives Committee on Ways and Means or legislation shall have been favorably reported for passage to either House of the Congress of the United States by a Committee of such House to which such legislation has been referred for consideration, or a decision by a court of the United States or the Tax Court of the United States shall be rendered or a ruling, regulation, or official statement (final, temporary, or proposed) by or on behalf of the Treasury Department of the United States, the Internal Revenue Service, or other federal agency shall be made, which would result in federal taxation of revenues or other income of the general character expected to be derived by the City or upon interest on securities of the general character of the Bonds or which would have the effect of changing, directly or indirectly, the federal income tax consequences of receipt of interest on securities of the general character of the Bonds in the hands of the holders thereof, and which in either case, makes it, in the reasonable judgment of the Underwriter, impracticable or inadvisable to proceed with the offer, sale, or delivery of the Bonds on the terms and in the manner described in the Limited Offering Memorandum; or

(2) legislation shall be enacted by the Congress of the United States, or a decision by a court of the United States shall be rendered, or a stop order, ruling, regulation or official statement by, or on behalf of, the Securities and Exchange Commission or any other governmental agency

having jurisdiction of the subject matter shall be issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, including all underlying obligations, as described herein or by the Limited Offering Memorandum, is in violation or would be in violation of, or that obligations of the general character of the Bonds, or the Bonds, are not exempt from registration under, any provision of the federal securities laws, including the Securities Act of 1933, as amended and as then in effect (the "Securities Act"), or that the Indenture needs to be qualified under the Trust Indenture Act of 1939, as amended and as then in effect (the "Trust Indenture Act"); or

(3) a general suspension of trading in securities on the New York Stock Exchange, the establishment of minimum prices on such exchange, the establishment of material restrictions (not in force as of the date hereof) upon trading securities generally by any governmental authority or any national securities exchange, a general banking moratorium declared by federal, State of New York, or State officials authorized to do so; provided, however that such suspension in trading or any disruption in securities settlement, payment or clearance service is not in force on the date hereof; or

(4) there shall have occurred (whether or not foreseeable) (i) any outbreak of hostilities (including, without limitation, an act of terrorism) including, but not limited to, an escalation of hostilities that existed prior to the date hereof, (ii) national or international calamity or crisis, including, but not limited to, an escalation in the scope or magnitude of any pandemic or natural disaster, or (iii) material financial crisis or adverse change in the financial or economic conditions affecting the United States government or the securities markets in the United States, and the effect of any such event on the financial markets of the United States shall be such as would make it impracticable, in the reasonable judgment of the Underwriter, for it to sell the Bonds on the terms and in the manner described in the Limited Offering Memorandum; or

(5) there shall have occurred since the date of this Agreement any materially adverse change in the affairs or financial condition of the City, except as disclosed in or described in the Limited Offering Memorandum; or

(6) any state blue sky or securities commission or other governmental agency or body in any state in which more than ten percent (10%) of the Bonds have been offered and sold shall have withheld registration, exemption or clearance of the offering of the Bonds as described herein, or issued a stop order or similar ruling relating thereto; or

(7) any amendment to the federal or State Constitution or action by any federal or State court, legislative body, regulatory body, or other authority materially adversely affecting the tax status of the City, its property, income, securities (or interest thereon), or the validity or enforceability of the Major Improvement Area Assessments pledged to pay principal of and interest on the Bonds; or

(ii) the New York Stock Exchange or other national securities exchange or any governmental authority shall impose, as to the Bonds or as to obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriter; or

(iii) any event occurring, or information becoming known which, in the reasonable judgment of the Underwriter, makes untrue in any material respect any statement or information contained in the Limited Offering Memorandum, or has the effect that the Limited Offering Memorandum contains any untrue statement of material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, which change shall occur subsequent to the date of this Agreement and shall not be due to the malfeasance, misfeasance or nonfeasance of the Underwriter; or

(iv) any fact or event shall exist or have existed that, in the Underwriter's reasonable judgment, requires or has required an amendment of or supplement to the Limited Offering Memorandum; or

(v) a general banking moratorium shall have been declared by federal or State authorities having jurisdiction and shall be in force; or

(vi) a material disruption in securities settlement, payment or clearance services shall have occurred; or

(vii) a decision by a court of the United States shall be rendered, or a stop order, release, regulation or no-action letter by or on behalf of the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall have been issued or made, to the effect that the issuance, offering or sale of the Bonds, including the underlying obligations as described in this Agreement or in the Limited Offering Memorandum, or any document relating to the issuance, offering or sale of the Bonds, is or would be in violation of any provision of the federal securities laws on the Closing Date, including the Securities Act, the Securities Exchange Act of 1934 and the Trust Indenture Act; or

(viii) the purchase of and payment for the Bonds by the Underwriter, or the resale of the Bonds by the Underwriter, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or

commission, which prohibition shall occur subsequent to the date hereof and shall not be due to the malfeasance, misfeasance, or nonfeasance of the Underwriter.

With respect to the conditions described in subparagraphs (ii), (vii) and (viii) above, the Underwriter is not aware of any current, pending or proposed law or government inquiry or investigation as of the date of execution of this Agreement which would permit the Underwriter to invoke its termination rights hereunder.

10. Closing Documents. At or prior to the Closing, the Underwriter (or Underwriter's Counsel on behalf of the Underwriter) shall receive the following documents:

a. Bond Opinion. The approving opinion of Bond Counsel, dated the Closing Date and substantially in the form included as Appendix D to the Limited Offering Memorandum, together with a reliance letter from Bond Counsel, dated the Closing Date and addressed to the Underwriter, which may be included in the supplemental opinion required by Section 10(b) hereof, to the effect that the foregoing opinion may be relied upon by the Underwriter to the same extent as if such opinion were addressed to it.

b. Supplemental Opinion. A supplemental opinion of Bond Counsel dated the Closing Date and addressed to the City and the Underwriter, in form and substance acceptable to Underwriter's Counsel, to the following effect:

(i) Except to the extent noted therein, Bond Counsel has not verified and is not passing upon, and does not assume any responsibility for, the accuracy, completeness or fairness of the statements and information contained in the Preliminary Limited Offering Memorandum and in the Limited Offering Memorandum but that Bond Counsel has reviewed the statements and information appearing in the Preliminary Limited Offering Memorandum and in the Limited Offering Memorandum under the captions and subcaptions "PLAN OF FINANCE — The Bonds," "DESCRIPTION OF THE BONDS," "SECURITY FOR THE BONDS SIMILARLY SECURED," "ASSESSMENT PROCEDURES" (except for the subcaptions "Assessment Methodology," "Billing and Collection Services Agreement" and "Assessment Amounts"), "THE DISTRICT," "TAX MATTERS," "LEGAL MATTERS — Legal Proceedings" (first paragraph only) and "— Legal Opinions" (except for the final paragraph thereof), "CONTINUING DISCLOSURE — The City," "REGISTRATION AND QUALIFICATION OF BONDS FOR SALE," "LEGAL INVESTMENTS AND ELIGIBILITY TO SECURE PUBLIC FUNDS IN TEXAS," and "APPENDIX B" and Bond Counsel is of the opinion that the information relating to the Bonds and legal issues contained under such captions and subcaptions is an accurate and fair description of the laws and legal issues addressed therein and, with respect to the Bonds, such information conforms to the Bond Ordinance, the Assessment Ordinance, and the Indenture;

(ii) The Bonds are not subject to the registration requirements of the Securities Act, and the Indenture is exempt from qualification pursuant to the Trust Indenture Act;

(iii) The City has or at the time of the adoption thereof had full power and authority to adopt the Creation Resolution, the Assessment Ordinance, and the Bond Ordinance (collectively, the foregoing documents are referred to herein as the "City Actions") and perform its obligations thereunder and the City Actions have been duly adopted, are in full force and effect and have not been modified, amended or rescinded; and

(iv) The Indenture, the Financing Agreement, the Continuing Disclosure Agreement of Issuer, and this Agreement have been duly authorized, executed and delivered by the City and, assuming the due authorization, execution and delivery of such instruments, documents, and agreements by the other parties thereto, constitute the legal, valid, and binding agreements of the City, enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, or other laws affecting enforcement of creditors' rights, or by the application of equitable principles if equitable remedies are sought and to the application of Texas law relating to governmental immunity applicable to governmental entities.

c. City Legal Opinion. An opinion of the City Attorney dated the Closing Date and addressed to the Underwriter, the City and the Trustee, with respect to matters relating to the City, substantially in the form of Appendix C hereto or in form otherwise agreed upon by the Underwriter.

d. Opinions of Developers' Counsel. Opinion of Developers' Counsel, substantially in the form of Appendix D hereto, dated the Closing Date and addressed to the City, Bond Counsel, the attorney for the City, the Underwriter, and the Trustee.

e. Developers' Closing Certificates. The (i) Heirloom East Developer Closing Certificate dated as of the Closing Date, signed by authorized officers of the Heirloom East Developer in substantially the form of Appendix E-1 hereto, and (ii) Heirloom Tx Developer Closing Certificate dated as of the Closing Date, signed by authorized officers of the Heirloom Tx Developer in substantially the form of Appendix E-2 hereto.

f. City Closing Certificate. A certificate of the City, dated the Closing Date, signed by an appropriate City official, to the effect that:

(i) the representations and warranties of the City contained herein and in the City Documents are true and correct in all material respects on and as of the Closing Date as if made on the date thereof;

(ii) the Authorizing Documents and City Documents are in full force and effect and have not been amended, modified, or supplemented;

(iii) except as disclosed in the Limited Offering Memorandum, no litigation or proceeding against the City is pending or, to the best of the knowledge of such person, threatened in any court or administrative body nor is there a basis for litigation which would (a) contest the right of the members or officials of the City to hold and exercise their respective positions, (b) contest the due organization

and valid existence of the City or the establishment of the District, (c) contest the validity, due authorization and execution of the Bonds or the City Documents, or (d) attempt to limit, enjoin or otherwise restrict or prevent the City from levying and collecting the Major Improvement Area Assessments pledged to pay the principal of and interest on the Bonds, or the pledge thereof; and

(iv) the City has, to the best of such person's knowledge, complied with all agreements and covenants and satisfied all conditions set forth in the City Documents, on its part to be complied with or satisfied hereunder at or prior to the Closing.

g. Trustee's Counsel Opinion. An opinion of counsel to the Trustee, dated the Closing Date and addressed to the Underwriter, the City and Bond Counsel, in form and substance acceptable to Underwriter's Counsel, the City and Bond Counsel to the following effect:

(i) The Trustee is duly organized, validly existing and in good standing as a national banking association organized under the laws of the United States of America, with full corporate power and authority to conduct its business and affairs as Trustee;

(ii) The Trustee has full right, power, and authority to enter into the Indenture, to perform its obligations under, and to carry out and consummate all of the transactions involving the Trustee contemplated by, the Indenture;

(iii) The Indenture has been duly authorized, executed and delivered by the Trustee and is valid and enforceable against the Trustee in accordance with its terms; and

(iv) No consent, approval, authorization or other action by any governmental authority having jurisdiction over the Trustee that has not been obtained is or will be required for the authentication of the Bonds or the consummation by the Trustee of the other transactions contemplated to be performed by the Trustee in connection with the authentication of the Bonds and the acceptance and performance of the obligations created by the Indenture.

h. Trustee's Certificate. A customary authorization and incumbency certificate dated prior to the Closing Date, signed by authorized officers of the Trustee in form and substance acceptable to the Underwriter, Underwriter's Counsel and Bond Counsel.

i. Underwriter Counsel's Opinion. An opinion, dated the Closing Date and addressed to the Underwriter, of Norton Rose Fulbright US LLP ("Underwriter's Counsel"), to the effect that:

(i) The Bonds are not subject to the registration requirements of the Securities Act, and the Indenture is exempt from qualification pursuant to the Trust Indenture Act;

(ii) Such counsel is not passing upon and does not assume any responsibility for the accuracy, completeness or fairness of any of the statements contained in the Preliminary Limited Offering Memorandum or in the Limited Offering Memorandum and makes no representation that it has independently verified the accuracy, completeness or fairness of any such statements. In its capacity as counsel to the Underwriter, to assist the Underwriter in part of its responsibility with respect to the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum, such counsel has participated in conferences with representatives of the Underwriter, representatives of the City, and its counsel, McCall, Parkhurst & Horton L.L.P., as bond counsel, Specialized Public Finance, Inc., as municipal advisor, the public improvement district administrator, the Developer, and its engineers and others, during which the contents of the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum and related matters were discussed. Based on such counsel's participation in the above-mentioned conferences (which, with respect to the Preliminary Limited Offering Memorandum, did not extend beyond October [13], 2026, and, with respect to the Limited Offering Memorandum, did not extend beyond its date), and in reliance thereon, on oral and written statements and representations of the City, the Developer and others and on the records, documents, certificates, opinions and matters herein mentioned, such counsel advises the Underwriter as a matter of fact and not opinion that, during the course of such counsel's representation of the Underwriter on this matter, (a) no facts had come to the attention of the attorneys in such counsel's firm rendering legal services to the Underwriter in connection with the Preliminary Limited Offering Memorandum which caused such counsel to believe, as of the date of the Preliminary Limited Offering Memorandum and as of November [10], 2026, based on the documents, drafts, and facts in existence and reviewed as of those dates, that the Preliminary Limited Offering Memorandum contained any untrue statement of a material fact or omitted to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (except any information marked as preliminary or subject to change, any information permitted to be omitted by Securities and Exchange Commission Rule 15c2-12 or otherwise left blank and any other differences with the information in the Limited Offering Memorandum), and (b) no facts had come to the attention of the attorneys in such counsel's firm rendering legal service to the Underwriter in connection with the Limited Offering Memorandum which caused such counsel to believe that the Limited Offering Memorandum contained or contains any untrue statement of a material fact or omitted or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that, such counsel expressly excludes from the scope of this paragraph and expresses no view or opinion, with respect to both the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum, about any CUSIP numbers, financial, accounting, statistical or economic, engineering or demographic data or forecasts, numbers, charts, tables, graphs, estimates, projections, assumptions or expressions of opinion, any information about verification, feasibility, valuation, appraisals, absorption, real estate or environmental matters, relationship among the

parties, Appendices, or any information about book-entry, DTC, Cede & Co., tax matters, included or referred to therein or omitted therefrom. No responsibility is undertaken or view expressed with respect to any other disclosure document, materials or activity, or as to any information from another document or source referred to by or incorporated by reference in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum; and

(iii) The Continuing Disclosure Agreement of Issuer satisfies the requirements contained in Securities and Exchange Commission Rule 15c2-12(b)(5) for an undertaking for the benefit of the holders of the Bonds to provide the information at the times and in the manner required by said Rule; provided that, for purposes of this opinion, such counsel is not expressing any view regarding the content of the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum that is not expressly stated in numbered paragraph ii, above.

j. Limited Offering Memorandum. The Limited Offering Memorandum and each supplement or amendment, if any, thereto.

k. Delivery of City Documents, Developer Documents and Landowner Consent Certificates. The City Documents, Developer Documents and the Landowner Consent Certificates executed by the Heirloom East Developer, the Heirloom Tx Developer and the Landowner dated as of [October 13], 2026 shall have been executed and delivered in form and content satisfactory to the Underwriter.

l. Form 8038-G. Evidence that the federal tax information form 8038-G has been prepared by Bond Counsel for filing.

m. Federal Tax Certificate. A certificate of the City in form and substance satisfactory to Bond Counsel and Underwriter's Counsel setting forth the facts, estimates and circumstances in existence on the Closing Date, which establish that it is not expected that the proceeds of the Bonds will be used in a manner that would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and any applicable regulations (whether final, temporary or proposed), issued pursuant to the Code.

n. Attorney General Opinion and Comptroller Registration. The approving opinion of the Attorney General of the State regarding the Bonds and the Comptroller of the State's Certificate of Registration for the Initial Bond.

o. Continuing Disclosure Agreements. The Continuing Disclosure Agreement of Issuer, the Continuing Disclosure Agreement of Heirloom East Developer, and the Continuing Disclosure Agreement of Heirloom Tx Developer shall have been executed by the parties thereto in substantially the forms attached to the Limited Offering Memorandum as Appendix E-1, Appendix E-2 and Appendix E-3.

p. Letter of Representation of the Appraiser. (i) Letter of Representation of the Appraiser, substantially in the form of Appendix F hereto, addressed to the City, Bond Counsel, the Underwriter, and the Trustee, or in form otherwise agreed upon by the

Underwriter, and (ii) a copy of the revised real estate appraisal of the property in the District effective as of August 27, 2026.

q. Letter of Representation of Administrator. Letter of Representation of Administrator, substantially in the form of Appendix G hereto, addressed to the City, Bond Counsel, the Underwriter, and the Trustee, or in form otherwise agreed upon by the Underwriter.

r. Evidence of Filing of Creation Resolution and Assessment Ordinance. Evidence that (i) the Creation Resolution including a legal description of the District by metes and bounds and (ii) the Assessment Ordinance, including the legal description of the property within the District, the Assessment Roll and a statement indicating the contact for and address of where a copy of the Service and Assessment Plan, and any updates thereto may be obtained or viewed have been filed of record in the real property records of Williamson County, Texas.

s. Developers' Organizational Documents. The Heirloom East Developer and the Heirloom Tx Developer shall each have delivered to the Underwriter and the City, (i) fully executed copies of such Developer's organizational documents, (ii) evidence of good standing in the State of Delaware, (iii) a Certificate of Authority from the Texas Secretary of State, and (iv) verification of franchise tax account status from the Texas Comptroller of Public Accounts.

t. Rule 15c2-12 Certification. A resolution, ordinance or certificate whereby the City has deemed the Preliminary Limited Offering Memorandum final as of its date, except for permitted omissions, as contemplated by Rule 15c2-12 in connection with the offering of the Bonds, which certification may be included in the Bond Ordinance.

u. Dissemination Agent. Evidence acceptable to the Underwriter in its sole discretion that the City has engaged a dissemination agent acceptable to the Underwriter for the Bonds, with the execution of the Continuing Disclosure Agreement of Issuer, the Continuing Disclosure Agreement of the Heirloom East Developer, and the Continuing Disclosure Agreement of the Heirloom Tx Developer, by other parties thereto being conclusive evidence of such acceptance by the Underwriter.

v. BLOR. A copy of the current Blanket Issuer Letter of Representation to DTC signed by the City.

w. Additional Documents. Such additional legal opinions, certificates, instruments, and other documents as the Underwriter or Underwriter's Counsel may reasonably deem necessary.

11. City's Closing Conditions. The obligation of the City hereunder to deliver the Bonds shall be subject to receipt on or before the Closing Date of the purchase price set forth in Section 1 hereof, the Attorney General Opinion, the opinion of Bond Counsel described in Section 10(a) hereof and all documents required to be delivered by the Developer.

12. Consequences of Termination. If the City shall be unable to satisfy the conditions contained in this Agreement or if the obligations of the Underwriter shall be terminated for any reason permitted by this Agreement, this Agreement shall terminate and the Underwriter and the City shall have no further obligation hereunder, except as further set forth in Sections 13, 15 and 16 hereof.

13. Costs and Expenses.

a. The Underwriter shall be under no obligation to pay, and the City shall cause to be paid from proceeds of the Bonds the following expenses incident to the issuance of the Bonds and performance of the City's obligations hereunder: (i) the costs of the preparation and printing of the Bonds; (ii) the cost of preparation, printing, and mailing of the Preliminary Limited Offering Memorandum, the final Limited Offering Memorandum and any supplements and amendments thereto; (iii) the fees and disbursements of the City's Municipal Advisor, the Trustee's counsel, Bond Counsel, Developers' Counsel, and the Trustee relating to the issuance of the Bonds; (iv) the Attorney General's review fees; (v) the fees and disbursements of accountants, advisers and any other experts or consultants retained by the City or the Developers, including but not limited to the fees and expenses of the Appraiser and the Administrator; and (vi) the expenses incurred by or on behalf of City employees and representatives that are incidental to the issuance of the Bonds and the performance by the City of its obligations under this Agreement.

b. The Underwriter shall pay the following expenses: (i) all advertising expenses in connection with the limited offering of the Bonds; (ii) fees of Underwriter's Counsel; and (iii) all other expenses, including CUSIP fees (including out-of-pocket expenses and related regulatory expenses), incurred by it in connection with its public offering and distribution of the Bonds, except as noted in Subsection 13(a) above.

c. The City acknowledges that the Underwriter will pay from the Underwriter's expense allocation of the underwriting discount the applicable per bond assessment charged by the Municipal Advisory Council of Texas, a nonprofit corporation whose purpose is to collect, maintain and distribute information relating to issuing entities of municipal securities.

14. Notice. Any notice or other communication to be given to the City under this Agreement may be given by delivering the same in writing to: City of Georgetown, 808 Martin Luther King Jr. Street, Georgetown Texas 78626, Attention: City Manager.

Any notice or other communication to be given to the Underwriter under this Agreement may be given by delivering the same in writing to: FMSbonds, Inc., 5 Cowboys Way, Suite 300-25, Frisco, Texas 75034, Attention: Tripp Davenport, Director.

15. Entire Agreement. This Agreement is made solely for the benefit of the City and the Underwriter (including their respective successors and assigns), and no other person shall acquire or have any right hereunder or by virtue hereof. All of the City's representations, warranties, and agreements contained in this Agreement shall remain operative and in full force and effect regardless of: (i) any investigations made by or on behalf of the Underwriter, provided

the City shall have no liability with respect to any matter of which the Underwriter has actual knowledge prior to the purchase of the Bonds; or (ii) delivery of any payment for the Bonds pursuant to this Agreement. The agreements contained in this Section and in Sections 16 and 22 shall survive any termination of this Agreement.

16. Survival of Representations and Warranties. All representations and warranties of the parties made in, pursuant to or in connection with this Agreement shall survive the execution and delivery of this Agreement, notwithstanding any investigation by the parties. All statements contained in any certificate, instrument, or other writing delivered by a party to this Agreement or in connection with the transactions described in or by this Agreement constitute representations and warranties by such party under this Agreement to the extent such statement is set forth as a representation and warranty in the instrument in question.

17. Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. The City and the Underwriter agree that electronic signatures to this Agreement may be regarded as original signatures.

18. Severability. In case any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof.

19. State Law and Venue. The validity, interpretation, and performance of this Agreement shall be governed by the laws of the State of Texas and venue shall lie in Williamson County, Texas.

20. No Assignment. The rights and obligations created by this Agreement shall not be subject to assignment by the Underwriter or the City without the prior written consent of the other party hereto.

21. No Personal Liability. None of the members of the City Council, nor any officer, representative, agent, or employee of the City, shall be charged personally by the Underwriter with any liability, or be held liable to the Underwriter under any term or provision of this Agreement, or because of execution or attempted execution, or because of any breach or attempted or alleged breach of this Agreement.

22. Statutory Verifications. The Underwriter makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Agreement. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Underwriter within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification prior to the expiration or earlier termination of this Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

a. Not a Sanctioned Company. The Underwriter represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Underwriter and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

b. No Boycott of Israel. The Underwriter hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.

c. No Discrimination Against Firearm Entities. The Underwriter hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3), Government Code.

d. No Boycott of Energy Companies. The Underwriter hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.

23. Form 1295. Submitted herewith is a completed Form 1295 in connection with the Underwriter's participation in the execution of this Agreement generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). The City hereby confirms receipt of the Form 1295 from the Underwriter, and the City agrees to acknowledge such form with the TEC through its electronic filing application not later than the thirtieth (30th) day after the receipt of such form. The Underwriter and the City understand and agree that, with the exception of information identifying the City and the contract identification number, neither the City nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Underwriter; and, neither the City nor its consultants have verified such information.

[Signature pages follow.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first set forth above.

FMSbonds, Inc.,
as Underwriter

By: _____
Name: Theodore A. Swinarski
Title: Senior Vice President – Trading

Accepted at _____ a.m./p.m. central time on the date first stated above.

City of Georgetown, Texas

By: _____
Josh Schroeder, Mayor

SCHEDULE I

$[_____]
CITY OF GEORGETOWN, TEXAS
(a municipal corporation of the State of Texas located in Williamson County)
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026
(HEIRLOOM PUBLIC IMPROVEMENT DISTRICT MAJOR IMPROVEMENT AREA PROJECT)

Interest Accrues From: Closing Date

$_____ _____% Term Bonds, Due September 15, 20__, Priced to Yield _____%; CUSIP _____ [(a) (b) (c) (d)]

$_____ _____% Term Bonds, Due September 15, 20__, Priced to Yield _____%; CUSIP _____ [(a) (b) (c) (d)]

$_____ _____% Term Bonds, Due September 15, 20__, Priced to Yield _____%; CUSIP _____ [(a) (b) (c) (d)]

(a) CUSIP numbers are included solely for the convenience of owners of the Bonds. CUSIP is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services ("CGS"), managed by FactSet Research Systems Inc. on behalf of the American Bankers Association. This data is not intended to create a database and does not serve in any way as a substitute for the service provided by CGS. CUSIP numbers are provided for convenience of reference only. The City, the City's Municipal Advisor and the Underwriter do not take any responsibility for the accuracy of such numbers.

(b) The Bonds are subject to redemption, in whole or in part, before their scheduled maturity, at the option of the City, on any date on or after September 15, 20__, such redemption date or dates to be fixed by the City, at the redemption price of 100% of principal amount thereof, plus accrued interest to the date of redemption, as described in the Limited Offering Memorandum under "DESCRIPTION OF THE BONDS — Redemption Provisions."

(c) The Bonds are also subject to mandatory sinking fund redemption and extraordinary optional redemption as described in the Limited Offering Memorandum under "DESCRIPTION OF THE BONDS — Redemption Provisions."

(d) The Bonds maturing September 15, 20__, September 15, 20__, and September 15, 20__ are also subject to mandatory sinking fund redemption on the dates and in the respective Sinking Fund Installment as set forth in the following schedules:

$_____ Bonds Maturing September 15, 20__

Redemption Date	**Sinking Fund Installment**
September 15, 20__	$
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__ †	

† Stated Maturity

$ Bonds Maturing September 15, 20

Redemption Date	Sinking Fund Installment
September 15, 20__	$
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__†	

† Stated Maturity

$ Bonds Maturing September 15, 20

Redemption Date	Sinking Fund Installment
September 15, 20__	$
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__†	

† Stated Maturity

APPENDIX A-1

FORM OF HEIRLOOM EAST DEVELOPER LETTER OF REPRESENTATIONS

$[_____]
CITY OF GEORGETOWN, TEXAS
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026
(HEIRLOOM PUBLIC IMPROVEMENT DISTRICT MAJOR IMPROVEMENT AREA)

HEIRLOOM EAST DEVELOPER LETTER OF REPRESENTATIONS

October [13], 2026

City of Georgetown, Texas
808 Martin Luther King Jr. Street
Georgetown Texas 78626

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

Ladies and Gentlemen:

This letter is being delivered to the City of Georgetown, Texas (the "City") and FMSbonds, Inc. (the "Underwriter"), in consideration for your entering into the Bond Purchase Agreement dated the date hereof (the "Bond Purchase Agreement") for the sale and purchase of the $[_____] "City of Georgetown, Texas Special Assessment Revenue Bonds, Series 2026 (Heirloom Public Improvement District Major Improvement Area Project)" (the "Bonds"). Pursuant to the Bond Purchase Agreement, the Underwriter has agreed to purchase from the City, and the City has agreed to sell to the Underwriter the Bonds. In order to induce the City to enter into the Bond Purchase Agreement and as consideration for the execution, delivery, and sale of the Bonds by the City and the purchase of them by the Underwriter, the undersigned, Heirloom East Tx, LLC, a Delaware limited liability company (the "Heirloom East Developer"), makes the representations, warranties, and covenants contained in this Heirloom East Developer Letter of Representations. Unless the context clearly indicates otherwise, each capitalized term used in this Heirloom East Developer Letter of Representations will have the meaning set forth in the Bond Purchase Agreement.

1. Purchase and Sale of Bonds. Inasmuch as the purchase and sale of the Bonds represents a negotiated transaction, the Heirloom East Developer understands, and hereby confirms, that the Underwriter is not acting as a fiduciary of the Heirloom East Developer, but rather is acting solely in its capacity as Underwriter of the Bonds for its own account.

2. Updating of the Limited Offering Memorandum. If, after the date of this Heirloom East Developer Letter of Representations, up to and including the date the Underwriter is no longer required to provide a Limited Offering Memorandum to potential customers who request the same pursuant to Rule 15c2-12 (the earlier of (i) ninety (90) days from the "end of the underwriting period" (as defined in Rule 15c2-12) and (ii) the time when the Limited Offering Memorandum is available to any person from the MSRB, but in no case less than twenty-five (25) days after the "end of the underwriting period" for the Bonds), the Heirloom East Developer becomes aware of any fact or event which might or would cause the Limited Offering Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, or if it is necessary to amend or supplement the Limited Offering Memorandum to comply with law, the Heirloom East Developer will notify the Underwriter promptly (and for the purposes of this clause provide the Underwriter with such information as it may from time to time request); however, that for the purposes of this Heirloom East Developer Letter of Representations and any certificate delivered by the Heirloom East Developer in accordance with the Bond Purchase Agreement, the Heirloom East Developer makes no representations with respect to the information appearing in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum except for the information set forth in all of the maps included therein and under the captions and subcaptions "PLAN OF FINANCE — Development Plan and Plan of Finance," "THE MAJOR IMPROVEMENT AREA IMPROVEMENTS," "THE DEVELOPMENT," and "THE DEVELOPERS" (only as it pertains to the Heirloom East Developer), and, to the Heirloom East Developer's knowledge after due inquiry, under the captions "BONDHOLDERS' RISKS" (only as it pertains to the Heirloom East Developer, the Landowner, the Major Improvement Area Improvements and the Development, as defined in the Limited Offering Memorandum), "LEGAL MATTERS — Litigation – The Developers," (only as it pertains to the Heirloom East Developer) "CONTINUING DISCLOSURE — The Developers" and " — The Developers' Compliance with Prior Undertakings," (only as it pertains to the Heirloom East Developer) "SOURCES OF INFORMATION — Source of Certain Information," "APPENDIX E-2," "APPENDIX F," and "APPENDIX G" (collectively, the "Heirloom East Developer Disclosures") in accordance with subsection 4(f) herein.

3. Heirloom East Developer Documents. The Heirloom East Developer has executed and delivered each of the below listed documents (individually, a "Heirloom East Developer Document" and collectively, the "Heirloom East Developer Documents") in the capacity provided for in each such Heirloom East Developer Document, and each such Heirloom East Developer Document constitutes a valid and binding obligation of the Heirloom East Developer, enforceable against the Heirloom East Developer in accordance with its terms:

a. this Heirloom East Developer Letter of Representations;

b. the "PID Construction, Financing and Reimbursement Agreement Heirloom Improvement District," dated [_____,], 2026 (the "Financing Agreement") executed and delivered by the City, the Heirloom East Developer, and HEIRLOOMTX, LLC, a Delaware Limited Liability Company (the "Heirloom Tx Developer" and, together with the Heirloom East Developer, the "Developers"), and consented to by Georgetown Independent School District, a political subdivision of the State of Texas ("Georgetown

ISD") and Heirloom1 Communities TX, LLC, a Delaware limited liability company (the "Landowner");

c. the "Development and Construction Agreement (Heirloom)," effective August 27, 2026, as amended by a First Amendment to Development and Construction Agreement (Heirloom) dated [_____], 2026 (collectively, the "Development Agreement") executed and delivered by the City, Georgetown ISD and the Developers, and consented to by the Landowner;

d. the Continuing Disclosure Agreement of Heirloom East Developer, executed and delivered by the Heirloom East Developer, P3Works, LLC, as Administrator, and UMB Bank, N.A., as dissemination agent; and

e. the Landowner Consent Certificate of the Heirloom East Developer, dated October [13], 2026.

The Heirloom East Developer has complied in all material respects with all of the Heirloom East Developer's agreements and covenants and satisfied all conditions required to be complied with or satisfied by the Heirloom East Developer under the Heirloom East Developer Documents on or prior to the date hereof.

The representations and warranties of the Heirloom East Developer contained in the Heirloom East Developer Documents are true and correct in all material respects on and as of the date hereof.

4. Heirloom East Developer Representations, Warranties and Covenants. The Heirloom East Developer represents, warrants, and covenants to the City and the Underwriter that:

a. Due Organization and Existence. The Heirloom East Developer is duly formed and validly existing as a limited liability company under the laws of the State of Delaware.

b. Organizational Documents. The copies of the organizational documents of the Heirloom East Developer provided by the Heirloom East Developer to the City and the Underwriter are fully executed, true, correct, and complete copies of such documents and such documents have not been amended or supplemented since delivery to the City and the Underwriter and are in full force and effect as of the date hereof.

c. No Breach. The execution and delivery of the Heirloom East Developer Documents by Heirloom East Developer does not violate any judgment, order, writ, injunction or decree binding on Heirloom East Developer or any indenture, agreement, or other instrument to which the Heirloom East Developer is a party.

d. No Litigation. Other than as described in the Preliminary Limited Offering Memorandum and in the Limited Offering Memorandum, there are no proceedings pending or threatened in writing before any court or administrative agency against the Heirloom East Developer that are either not covered by insurance or which singularly or collectively would have a material, adverse effect on the ability of the Heirloom East Developer to

perform its obligations under the Heirloom East Developer Documents in all material respects or that would reasonably be expected to prevent or prohibit the development of the District in accordance with the description thereof in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum.

e. Information. The information prepared and submitted by the Heirloom East Developer to the City or the Underwriter in connection with the preparation of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum was, and is, as of this date, true and correct in all material respects.

f. Preliminary Limited Offering Memorandum and Limited Offering Memorandum. The Heirloom East Developer represents and warrants that the information set forth in the Heirloom East Developer Disclosures in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum is true and correct and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. The Heirloom East Developer agrees to provide a certificate dated the Closing Date affirming, as of such date, the representations contained in this subsection (f) with respect to the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum.

g. Events of Default. To the Heirloom East Developer's knowledge, no "Event of Default" or "event of default" by the Heirloom East Developer under any of the Heirloom East Developer Documents or under any material documents relating to the financing and construction of the Major Improvement Area Improvements to which the Heirloom East Developer is a party, or event that, with the passage of time or the giving of notice or both, would constitute such "Event of Default" or "event of default" by the Heirloom East Developer, has occurred and is continuing.

5. Indemnification.

a. The Heirloom East Developer will indemnify and hold harmless the City and the Underwriter and each of their officers, directors, employees and agents against any losses, claims, damages or liabilities to which any of them may become subject, under the Securities Act of 1933 or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained or incorporated by reference in the Heirloom East Developer Disclosures in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum, or any amendment or supplement to the Limited Offering Memorandum amending or supplementing the information contained under the aforementioned captions (as qualified above), or arise out of or are based upon the omission, untrue statement or alleged untrue statement or omission to state therein a material fact necessary to make the statements under the aforementioned captions (as qualified above) not misleading under the circumstances under which they were made and will reimburse any indemnified party for any reasonable legal or other expenses reasonably incurred by them in connection with investigating or defending any such action or claim as such expenses are incurred.

b. Promptly after receipt by an indemnified party under subsection (a) above of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party under such subsection, notify the indemnifying party in writing of the commencement thereof; but the omission so to notify the indemnifying party shall not relieve the indemnifying party from any liability which it may have to the indemnified party otherwise than under such subsection, unless such indemnifying party was prejudiced by such delay or lack of notice. In case any such action shall be brought against an indemnified party, it shall promptly notify the indemnifying party of the commencement thereof, the indemnifying party shall be entitled to participate therein and, to the extent that it shall wish, to assume the defense thereof, with counsel reasonably satisfactory to such indemnified party (who shall not, except with the consent of the indemnified party, be counsel to the indemnifying party), and, after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party shall not be liable to such indemnified party under such subsection for any legal expenses of other counsel or any other expenses, in each case subsequently incurred by such indemnified party, in connection with the defense thereof other than reasonable costs of investigation. The indemnifying party shall not be liable for any settlement of any such action effected without its consent, but if settled with the consent of the indemnifying party or if there is a final judgment for the plaintiff in any such action, the indemnifying party will indemnify and hold harmless any indemnified party from and against any loss or liability by reason of such settlement or judgment. The indemnity herein shall survive delivery of the Bonds and shall survive any investigation made by or on behalf of the City, the Heirloom East Developer or the Underwriter.

6. Survival of Representations, Warranties and Covenants. All representations, warranties, and agreements in this Heirloom East Developer Letter of Representations will survive regardless of (a) any investigation or any statement in respect thereof made by or on behalf of the Underwriter, (b) delivery of any payment by the Underwriter for the Bonds hereunder, and (c) any termination of the Bond Purchase Agreement.

7. Binding on Successors and Assigns. This Heirloom East Developer Letter of Representations will be binding upon the Heirloom East Developer and its successors and assigns and inure solely to the benefit of the Underwriter and the City, and no other person or firm or entity will acquire or have any right under or by virtue of this Heirloom East Developer Letter of Representations.

[Signature page follows.]

HEIRLOOM EAST TX, LLC,
a Delaware limited liability company

By:_____
Daniel A. Traylor, Manager

APPENDIX A-2

FORM OF HEIRLOOM TX DEVELOPER LETTER OF REPRESENTATIONS

$[_____]
CITY OF GEORGETOWN, TEXAS
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026
(HEIRLOOM PUBLIC IMPROVEMENT DISTRICT MAJOR IMPROVEMENT AREA)

HEIRLOOM TX DEVELOPER LETTER OF REPRESENTATIONS

October [13], 2026

City of Georgetown, Texas
808 Martin Luther King Jr. Street
Georgetown Texas 78626

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

Ladies and Gentlemen:

This letter is being delivered to the City of Georgetown, Texas (the "City") and FMSbonds, Inc. (the "Underwriter"), in consideration for your entering into the Bond Purchase Agreement dated the date hereof (the "Bond Purchase Agreement") for the sale and purchase of the $[_____] "City of Georgetown, Texas Special Assessment Revenue Bonds, Series 2026 (Heirloom Public Improvement District Major Improvement Area Project)" (the "Bonds"). Pursuant to the Bond Purchase Agreement, the Underwriter has agreed to purchase from the City, and the City has agreed to sell to the Underwriter the Bonds. In order to induce the City to enter into the Bond Purchase Agreement and as consideration for the execution, delivery, and sale of the Bonds by the City and the purchase of them by the Underwriter, the undersigned, HEIRLOOMTX, LLC, a Delaware Limited Liability Company (the "Heirloom Tx Developer"), makes the representations, warranties, and covenants contained in this Heirloom Tx Developer Letter of Representations. Unless the context clearly indicates otherwise, each capitalized term used in this Heirloom Tx Developer Letter of Representations will have the meaning set forth in the Bond Purchase Agreement.

1. Purchase and Sale of Bonds. Inasmuch as the purchase and sale of the Bonds represents a negotiated transaction, the Heirloom Tx Developer understands, and hereby confirms, that the Underwriter is not acting as a fiduciary of the Heirloom Tx Developer, but rather is acting solely in its capacity as Underwriter of the Bonds for its own account.

2. Updating of the Limited Offering Memorandum. If, after the date of this Heirloom Tx Developer Letter of Representations, up to and including the date the Underwriter is no longer required to provide a Limited Offering Memorandum to potential customers who request the same pursuant to Rule 15c2-12 (the earlier of (i) ninety (90) days from the "end of the underwriting period" (as defined in Rule 15c2-12) and (ii) the time when the Limited Offering Memorandum is available to any person from the MSRB, but in no case less than twenty-five (25) days after the "end of the underwriting period" for the Bonds), the Heirloom Tx Developer becomes aware of any fact or event which might or would cause the Limited Offering Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, or if it is necessary to amend or supplement the Limited Offering Memorandum to comply with law, the Heirloom Tx Developer will notify the Underwriter promptly (and for the purposes of this clause provide the Underwriter with such information as it may from time to time request); however, that for the purposes of this Heirloom Tx Developer Letter of Representations and any certificate delivered by the Heirloom Tx Developer in accordance with the Bond Purchase Agreement, the Heirloom Tx Developer makes no representations with respect to the information appearing in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum except for the information set forth in all of the maps included therein and under the captions and subcaptions "PLAN OF FINANCE — Development Plan and Plan of Finance," "THE MAJOR IMPROVEMENT AREA IMPROVEMENTS," "THE DEVELOPMENT," and "THE DEVELOPERS" (only as it pertains to the Heirloom Tx Developer), and, to the Heirloom Tx Developer's knowledge after due inquiry, under the captions "BONDHOLDERS' RISKS" (only as it pertains to the Heirloom Tx Developer, the Landowner, the Major Improvement Area Improvements and the Development, as defined in the Limited Offering Memorandum), "LEGAL MATTERS — Litigation – The Developers," (only as it pertains to the Heirloom Tx Developer) "CONTINUING DISCLOSURE — The Developers" and " — The Developers' Compliance with Prior Undertakings," (only as it pertains to the Heirloom Tx Developer) "SOURCES OF INFORMATION — Source of Certain Information," "APPENDIX E-3," "APPENDIX F" and "APPENDIX G" (collectively, the "Heirloom Tx Developer Disclosures") in accordance with subsection 4(f) herein.

3. Heirloom Tx Developer Documents. The Heirloom Tx Developer has executed and delivered each of the below listed documents (individually, a "Heirloom Tx Developer Document" and collectively, the "Heirloom Tx Developer Documents") in the capacity provided for in each such Heirloom Tx Developer Document, and each such Heirloom Tx Developer Document constitutes a valid and binding obligation of the Heirloom Tx Developer, enforceable against the Heirloom Tx Developer in accordance with its terms:

a. this Heirloom Tx Developer Letter of Representations;

b. the "PID Construction, Financing and Reimbursement Agreement Heirloom Improvement District," dated [_____,], 2026 (the "Financing Agreement") executed and delivered by the City, Heirloom East Tx, LLC, a Delaware limited liability company (the "Heirloom East Developer" and, together with the Heirloom Tx Developer, the "Developers") "), and consented to by Georgetown Independent School District, a political subdivision of the State of Texas ("Georgetown ISD") and Heirloom1 Communities TX, LLC, a Delaware limited liability company (the "Landowner");

c. the "Development and Construction Agreement (Heirloom)," effective August 27, 2026, as amended by a First Amendment to Development and Construction Agreement (Heirloom) dated [_____], 2026 (collectively, the "Development Agreement") executed and delivered by the City, Georgetown ISD and the Developers, and consented to by the Landowner;

d. the Continuing Disclosure Agreement of the Heirloom Tx Developer, executed and delivered by the Heirloom Tx Developer, P3Works, LLC, as Administrator, and UMB Bank, N.A., as dissemination agent; and

e. the Landowner Consent Certificate of the Heirloom Tx Developer, dated October [13], 2026.

The Heirloom Tx Developer has complied in all material respects with all of the Heirloom Tx Developer's agreements and covenants and satisfied all conditions required to be complied with or satisfied by the Heirloom Tx Developer under the Heirloom Tx Developer Documents on or prior to the date hereof.

The representations and warranties of the Heirloom Tx Developer contained in the Heirloom Tx Developer Documents are true and correct in all material respects on and as of the date hereof.

4. Heirloom Tx Developer Representations, Warranties and Covenants. The Heirloom Tx Developer represents, warrants, and covenants to the City and the Underwriter that:

a. Due Organization and Existence. The Heirloom Tx Developer is duly formed and validly existing as a limited liability company under the laws of the State of Delaware.

b. Organizational Documents. The copies of the organizational documents of the Heirloom Tx Developer provided by the Heirloom Tx Developer to the City and the Underwriter are fully executed, true, correct, and complete copies of such documents and such documents have not been amended or supplemented since delivery to the City and the Underwriter and are in full force and effect as of the date hereof.

c. No Breach. The execution and delivery of the Heirloom Tx Developer Documents by Heirloom Tx Developer does not violate any judgment, order, writ, injunction or decree binding on Heirloom Tx Developer or any indenture, agreement, or other instrument to which the Heirloom Tx Developer is a party.

d. No Litigation. Other than as described in the Preliminary Limited Offering Memorandum and in the Limited Offering Memorandum, there are no proceedings pending or threatened in writing before any court or administrative agency against the Heirloom Tx Developer that are either not covered by insurance or which singularly or collectively would have a material, adverse effect on the ability of the Heirloom Tx Developer to perform its obligations under the Heirloom Tx Developer Documents in all material respects or that would reasonably be expected to prevent or prohibit the development of

the District in accordance with the description thereof in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum.

e. Information. The information prepared and submitted by the Heirloom Tx Developer to the City or the Underwriter in connection with the preparation of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum was, and is, as of this date, true and correct in all material respects.

f. Preliminary Limited Offering Memorandum and Limited Offering Memorandum. The Heirloom Tx Developer represents and warrants that the information set forth in the Heirloom Tx Developer Disclosures in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum is true and correct and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. The Heirloom Tx Developer agrees to provide a certificate dated the Closing Date affirming, as of such date, the representations contained in this subsection (f) with respect to the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum.

g. Events of Default. To the Heirloom Tx Developer's knowledge, no "Event of Default" or "event of default" by the Heirloom Tx Developer under any of the Heirloom Tx Developer Documents or under any material documents relating to the financing and construction of the Major Improvement Area Improvements to which the Heirloom Tx Developer is a party, or event that, with the passage of time or the giving of notice or both, would constitute such "Event of Default" or "event of default" by the Heirloom Tx Developer, has occurred and is continuing.

5. Indemnification.

a. The Heirloom Tx Developer will indemnify and hold harmless the City and the Underwriter and each of their officers, directors, employees and agents against any losses, claims, damages or liabilities to which any of them may become subject, under the Securities Act of 1933 or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained or incorporated by reference in the Heirloom Tx Developer Disclosures in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum, or any amendment or supplement to the Limited Offering Memorandum amending or supplementing the information contained under the aforementioned captions (as qualified above), or arise out of or are based upon the omission, untrue statement or alleged untrue statement or omission to state therein a material fact necessary to make the statements under the aforementioned captions (as qualified above) not misleading under the circumstances under which they were made and will reimburse any indemnified party for any reasonable legal or other expenses reasonably incurred by them in connection with investigating or defending any such action or claim as such expenses are incurred.

b. Promptly after receipt by an indemnified party under subsection (a) above of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party under such subsection, notify the indemnifying party in writing of the commencement thereof; but the omission so to notify the indemnifying party shall not relieve the indemnifying party from any liability which it may have to the indemnified party otherwise than under such subsection, unless such indemnifying party was prejudiced by such delay or lack of notice. In case any such action shall be brought against an indemnified party, it shall promptly notify the indemnifying party of the commencement thereof, the indemnifying party shall be entitled to participate therein and, to the extent that it shall wish, to assume the defense thereof, with counsel reasonably satisfactory to such indemnified party (who shall not, except with the consent of the indemnified party, be counsel to the indemnifying party), and, after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party shall not be liable to such indemnified party under such subsection for any legal expenses of other counsel or any other expenses, in each case subsequently incurred by such indemnified party, in connection with the defense thereof other than reasonable costs of investigation. The indemnifying party shall not be liable for any settlement of any such action effected without its consent, but if settled with the consent of the indemnifying party or if there is a final judgment for the plaintiff in any such action, the indemnifying party will indemnify and hold harmless any indemnified party from and against any loss or liability by reason of such settlement or judgment. The indemnity herein shall survive delivery of the Bonds and shall survive any investigation made by or on behalf of the City, the Heirloom Tx Developer or the Underwriter.

6. Survival of Representations, Warranties and Covenants. All representations, warranties, and agreements in this Heirloom Tx Developer Letter of Representations will survive regardless of (a) any investigation or any statement in respect thereof made by or on behalf of the Underwriter, (b) delivery of any payment by the Underwriter for the Bonds hereunder, and (c) any termination of the Bond Purchase Agreement.

7. Binding on Successors and Assigns. This Heirloom Tx Developer Letter of Representations will be binding upon the Heirloom Tx Developer and its successors and assigns and inure solely to the benefit of the Underwriter and the City, and no other person or firm or entity will acquire or have any right under or by virtue of this Heirloom Tx Developer Letter of Representations.

[Signature page follows.]

HEIRLOOMTX, LLC,
a Delaware limited liability company

By: CH II HEIRLOOMTX, LLC,
its Manager

By: _____
Name: _____
Title: _____

APPENDIX B

$[_____]
CITY OF GEORGETOWN, TEXAS
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026
(HEIRLOOM PUBLIC IMPROVEMENT DISTRICT MAJOR IMPROVEMENT AREA PROJECT)

ISSUE PRICE CERTIFICATE

The undersigned, as the duly authorized representative of FMSbonds, Inc. ("Purchaser"), with respect to the City of Georgetown, Texas Special Assessment Revenue Bonds, Series 2026 (Heirloom Public Improvement District Major Improvement Area Project) issued by the City of Georgetown, Texas ("Issuer") in the principal amount of $[_____] ("Bonds"), hereby certifies, based on its records and information, as follows:

(a) The first price at which at least ten percent ("Substantial Amount") of the principal amount of each maturity of the Bonds having the same credit and payment terms (a "Maturity") was sold to a person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter (the "Public") is set forth in the final Official Statement relating to the Bonds.

(b) On or before the first day on which the Bond Purchase Agreement is entered into (the "Sale Date"), the Purchaser offered to the Public each Maturity of the Hold-the-Price Maturities at their respective initial offering prices (the "Initial Offering Prices"), as listed in the final Limited Offering Memorandum relating to the Bonds.

(c) As set forth in the Bond Purchase Agreement, the Purchaser agreed in writing to neither offer nor sell any of the Hold-the-Price Maturities to any person at any higher price than the respective Initial Offering Price for such Maturity until a date that is the earlier of the close of the fifth Business Day after the Sale Date or the date on which the Purchaser sells a Substantial Amount of a Maturity of the Bonds to the Public at no higher price than the Initial Offering Price for such Maturity.

A copy of the pricing wire or equivalent communication for the Bonds is attached to this Certificate as Schedule A.

For purposes of this Issue Price Certificate, the term "Underwriter" means (1) (i) a person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, or (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (1)(i) of this paragraph (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public) to participate in the initial sale of the Bonds to the Public, and (2) any person who has more than 50% common ownership, directly or indirectly, with a person described in clause (1) of this paragraph.

The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Federal Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by McCall, Parkhurst & Horton L.L.P. in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds. Notwithstanding anything set forth herein, the Purchaser is not engaged in the practice of law and makes no representation as to the legal sufficiency of the factual matters set forth herein.

FMSbonds, Inc.,
as Underwriter

By:_____

Name: Theodore A. Swinarski
Title: Senior Vice President – Trading

Dated: November [10], 2026

SCHEDULE A

PRICING WIRE OR EQUIVALENT COMMUNICATION

(*Attached*)

APPENDIX C

[LETTERHEAD OF CITY ATTORNEY]

November [10], 2026

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

UMB Bank, N.A.
6034 West Courtyard Drive, Suite 225
Austin, Texas 78730

City of Georgetown, Texas
808 Martin Luther King Jr. Street
Georgetown Texas 78626

$[_____]
CITY OF GEORGETOWN, TEXAS
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026
(HEIRLOOM PUBLIC IMPROVEMENT DISTRICT MAJOR IMPROVEMENT AREA PROJECT)

Ladies and Gentlemen:

I am the City Attorney for the City of Georgetown, Texas (the "City") and am rendering this opinion in connection with the issuance and sale of $[_____] "City of Georgetown, Texas Special Assessment Revenue Bonds, Series 2026 (Heirloom Public Improvement District Major Improvement Area Project)" (the "Bonds"), by the City, a political subdivision of the State of Texas.

The Bonds are authorized pursuant to an ordinance adopted by the City Council of the City (the "City Council") on October [13], 2026 (the "Bond Ordinance") and shall be issued pursuant to the provisions of Subchapter A of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "Act") and the Indenture of Trust dated as of November 1, 2026 (the "Indenture") by and between the City and UMB Bank, N.A., as trustee (the "Trustee"). Capitalized terms not defined herein shall have the same meanings as in the Indenture, unless otherwise stated herein.

In connection with rendering this opinion, I have reviewed the:

(a) The Resolution No. 082625-6 (the "Creation Resolution") enacted by the City Council on August 26, 2025;

(b) The Assessment Ordinance, and the Service and Assessment Plan attached as an exhibit thereto;

(c) The Bond Ordinance;

(d) The Indenture;

(e) The Development Agreement;

(f) The Financing Agreement; and

(g) The Continuing Disclosure Agreement of Issuer

The Creation Resolution, the Assessment Ordinance, the Indenture and the Bond Ordinance shall hereinafter be referred to as the "Authorizing Documents" and the remaining documents shall hereinafter be collectively referred to as the "City Documents."

In all such examinations, I have assumed that all signatures on documents and instruments executed by the City are genuine and that all documents submitted to me as copies conform to the originals. In addition, for purposes of this opinion, I have assumed the due authorization, execution and delivery of the City Documents by all parties other than the City.

Based upon and subject to the foregoing and the additional qualifications and assumptions set forth herein, I am of the opinion that:

1. The City is a Texas political subdivision and has all necessary power and authority to enter into and perform its obligations under the Authorizing Documents and the City Documents. The City has taken or obtained all actions, approvals, consents and authorizations required of it by applicable laws in connection with the execution of the Authorizing Documents and the City Documents and the performance of its obligations thereunder.

2. To the best of my knowledge, there is no action, suit, proceeding, inquiry or investigation at law or in equity, before or by any court, public board or body, pending, or threatened against the City: (a) affecting the existence of the City or the titles of its officers to their respective offices, (b) in any way questioning the formation or existence of the District, (c) affecting, contesting or seeking to prohibit, restrain or enjoin the delivery of any of the Bonds, or the payment, collection or application of any amounts pledged or to be pledged to pay the principal of and interest on the Bonds, including the Major Improvement Area Assessments in the District pursuant to the provisions of the Assessment Ordinance, the Bond Ordinance and the Service and Assessment Plan referenced therein, (d) contesting or affecting the validity or enforceability or the City's performance of the City Documents, (e) contesting the exclusion of the interest on the Bonds from federal income taxation, or (f) which may result in any material adverse change relating to the financial condition of the City.

3. The Authorizing Documents were duly enacted by the City and remain in full force and effect on the date hereof.

4. The City Documents have been duly authorized, executed and delivered by the City and remain legal, valid and binding obligations of the City enforceable against the City in accordance with their terms. However, the enforceability of the obligations of the City under such City Documents may be limited or otherwise affected by (a) bankruptcy, insolvency, reorganization, moratorium and other laws affecting the rights of creditors generally, (b) principles of equity, whether considered at law or in equity, and (c) the application of Texas law relating to

action by future councils and relating to governmental immunity applicable to governmental entities.

5. The performance by the City of the obligations under the Authorizing Documents and the City Documents will not violate any provision of any federal or Texas constitutional or statutory provision.

6. No further consent, approval, authorization, or order of any court or governmental agency or body or official is required to be obtained by the City as a condition precedent to the performance by the City of its obligations under the Authorizing Documents and the City Documents.

7. The City has duly authorized and delivered the Preliminary Limited Offering Memorandum.

8. Based upon my limited participation in the preparation of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum (collectively, the "Limited Offering Memorandum"), the statements and information contained in the Limited Offering Memorandum with respect to the City under the captions and subcaptions "ASSESSMENT PROCEDURES," "THE CITY," "THE DISTRICT," "LEGAL MATTERS — Litigation — The City," "CONTINUING DISCLOSURE — The City" and " — The City's Compliance with Prior Undertakings" and "APPENDIX A" is a fair and accurate summary of the law and the documents and facts summarized therein.

9. The adoption of the Authorizing Documents and the execution and delivery of the City Documents and the compliance with the provisions of the Authorizing Documents and the City Documents under the circumstances contemplated thereby, to the best of my knowledge: (a) do not and will not in any material respect conflict with or constitute on the part of the City a breach of or default under any agreement to which the City is a party or by which it is bound, and (b) do not and will not in any material respect conflict with or constitute on the part of the City a violation, breach of or default under any existing law, regulation, court order or consent decree to which the City is subject.

This opinion may not be relied upon by any other person except those specifically addressed in this letter.

Very truly yours,

_____

ATTORNEY FOR THE CITY

APPENDIX D

[LETTERHEAD OF DEVELOPER'S COUNSEL]

November [10], 2026

City of Georgetown, Texas
808 Martin Luther King Jr. Street
Georgetown Texas 78626

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

UMB Bank, N.A.
6034 West Courtyard Drive, Suite 225
Austin, Texas 78730

McCall, Parkhurst & Horton L.L.P.
600 Congress Ave, Suite 2150
Austin, TX 78701

Carls Law Firm
901 South MoPac Expressway
Building 2, Suite 500t
Austin, TX 78746

$[_____]
CITY OF GEORGETOWN, TEXAS
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026
(HEIRLOOM PUBLIC IMPROVEMENT DISTRICT MAJOR IMPROVEMENT AREA PROJECT)

Ladies and Gentlemen:

We have acted as special counsel to Heirloom East Tx, LLC, a Delaware limited liability company (the "*Heirloom East Developer*"), and HEIRLOOMTX, LLC, a Delaware limited liability company (the "*Heirloom Tx Developer*" and, together with the Heirloom East Developer, the "*Developers*"), and in connection with the issuance and sale by the City of Georgetown, Texas (the "Issuer"), of $[_____] City of Georgetown, Texas Special Assessment Revenue Bonds, Series 2026 (Heirloom Public Improvement District Major Improvement Area Project) (the *"Bonds"),* pursuant to the Indenture of Trust dated as of November 1, 2026 (the *"Indenture"),* by and between the Issuer and UMB Bank, N.A., as trustee (the *"Trustee").* Proceeds from the sale of the Bonds will be used, in part, to fund certain public infrastructure improvements in the development known as "Heirloom" (the *"Development")* located in the City of Georgetown, Texas.

The Bonds are being sold to FMSbonds, Inc. (the *"Underwriter"),* pursuant to that certain Bond Purchase Agreement dated October [13], 2026 (the *"Bond Purchase Agreement"),* between the Issuer and the Underwriter. This opinion is being delivered pursuant to Section 10(d) of the Bond Purchase Agreement.

All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Bond Purchase Agreement.

In our capacity as special counsel to the Developer, and for purposes of rendering the opinions set forth herein, we have examined originals or copies, certified or otherwise identified to our satisfaction, of:

(a) the following documents (collectively, the *"Material Documents"):*

(1) the Financing Agreement, executed and delivered by the City, the Heirloom East Developer, and the Heirloom Tx Developer;

(2) the Continuing Disclosure Agreement of the Heirloom East Developer;

(3) the Continuing Disclosure Agreement of the Heirloom Tx Developer;

(4) Development and Construction Agreement (Heirloom), as amended by a First Amendment to Development and Construction Agreement (Heirloom) (collectively, the "Development Agreement") executed and delivered by the City, Georgetown ISD and the Developers, and consented to by the Landowner;

(5) the Bond Purchase Agreement;

(6) the Heirloom East Developer Letter of Representations dated October [13], 2026;

(7) the Heirloom Tx Developer Letter of Representations dated October [13], 2026;

(8) the Landowner Consent Certificate of the Heirloom East Developer, dated October [13], 2026;

(9) the Landowner Consent Certificate of the Heirloom Tx Developer, dated October [13], 2026;

(10) the Landowner Consent Certificate of the Heirloom Tx Developer, dated October [13], 2026;

(11) the Landowner Consent Certificate of Heirloom1 Communities TX, LLC, a Delaware limited liability company;

(b) The General Certificate of the Heirloom East Developer, the General Certificate of the Heirloom Tx Developer, the Closing Certificate of Heirloom East Developer, and the Closing Certificate of Heirloom Tx Developer, each dated as of the date hereof (the *"Closing Certificates of Developers")*;

(c) The Preliminary Limited Offering Memorandum, dated September 25, 2026 relating to the issuance of the Bonds (the *"Preliminary Limited Offering Memorandum")*;

(d) The final Limited Offering Memorandum, dated October [13], 2026, relating to the issuance of the Bonds (collectively with the Preliminary Limited Offering Memorandum, the *"Limited Offering Memorandum")*; and

(e) Such other documents, records, agreements and certificates of the Developers as we have deemed necessary or appropriate to enable us to render the opinions expressed below.

In basing the opinions and other matters set forth herein on "our knowledge," the words "our knowledge" signify that, in the course of our representation of the Developers, the principal attorneys in this firm involved in the current actual transaction do not have actual knowledge or actual notice that any such opinions or other matters are not accurate or that any of the documents, certificates, reports, and information on which we have relied are not accurate and complete. Except as otherwise stated herein, we have undertaken no independent investigation or certification of such matters. The words "our knowledge" and similar language used herein are intended to be limited to the knowledge of the attorneys within our firm who have worked on the matters contemplated by our representation as special counsel.

In rendering the opinions set forth herein, we have assumed, without independent investigation (other than the Developers): (i) the due authorization, execution, and delivery of each of the documents referred to in this opinion letter by all parties thereto (other than the Developers) and that each such document constitutes a valid, binding, and enforceable obligation of each party thereto (other than the Developers), (ii) that all of the parties (other than the Developers) to the documents referred to in this opinion letter are duly organized, validly existing, in good standing and have the requisite power, authority (corporate, limited liability company, partnership or other) and legal right to execute, deliver, and perform its obligations under such documents (except to the extent set forth in our opinions set forth herein regarding valid existence and power and authority of the Developers to execute, deliver, and perform its obligations under the Material Documents), (iii) that each certificate from governmental officials reviewed by us is accurate, complete, and authentic, and all official public records are accurate and complete, (iv) the legal capacity of all natural persons, (v) the genuineness of all signatures (other than those of the Developers in respect of the Material Documents), (vi) the authenticity and accuracy of all documents submitted to us as originals, (vii) the conformity to original documents of all documents submitted to us as photostatic or certified copies, (viii) that no laws or judicial, administrative, or other action of any governmental authority of any jurisdiction not expressly opined to herein would adversely affect the opinions set forth herein, and (ix) that the execution and delivery by each party (other than the Developers) of, and performance of its agreements in, the Material Documents do not breach or result in a default under any existing obligation of such party under any agreements, contracts, or instruments to which such party is a party to or otherwise subject to or any order, writ, injunction or decree of any court applicable to such party.

In addition, we have assumed that the Material Documents accurately reflect the complete understanding of the parties with respect to the transactions contemplated thereby and the rights and obligations of the parties thereunder. We have also assumed that the terms and conditions of

the transaction as reflected in the Material Documents have not been amended, modified or supplemented, directly or indirectly, by any other agreement or understanding of the parties or waiver of any of the material provisions of the Material Documents.

We assume that none of the parties to the Material Documents (other than the Developers) is a party to any court or regulatory proceeding relating to or otherwise affecting the Material Documents or is subject to any order, writ, injunction or decree of any court or federal, state or local governmental agency or commission that would prohibit the execution and delivery of the Material Documents, or the consummation of the transactions therein contemplated in the manner therein provided, or impair the validity or enforceability thereof. We assume that each of the parties to the Material Documents (other than the Developers) has full authority to close this transaction in accordance with the terms and provisions of the Material Documents.

We assume that neither the Underwriter nor the Issuer nor their respective counsel has any current actual knowledge of any facts not known to us or any law or judicial decision which would make the opinions set forth herein incorrect, and that no party upon whom we have relied for purposes of this opinion letter has perpetrated a fraud.

We have only been engaged by our clients in connection with the Material Documents (and the transactions contemplated in the Material Documents) and do not represent these clients generally.

Opinions and Assurances

Based solely upon the foregoing, and subject to the assumptions and limitations set forth herein, we are of the opinion that:

1. The Heirloom East Developer and the Heirloom Tx Developer are each (i) a limited liability company, (ii) validly existing under the laws of the State of Delaware and (iii) in good standing under the laws of the State of Delaware, and (iv) authorized to do business in the State of Texas.

2. The Developers have the full legal right, power, and authority to execute, deliver, and perform their obligations, as applicable, under each of the Material Documents to which they are a party and have taken all necessary actions to authorize the execution, distribution, and delivery by the Developers of such Material Documents and the performance by the Developers of such obligations.

3. The execution and delivery by the Developers of the Material Documents and the performance by the Developers of their obligations under the Material Documents will not, to our knowledge, (i) violate any applicable law, statute, rule, or regulation applicable to the Developers under the laws of the State of Texas; (ii) conflict with or result in the breach of any court decree or order of any governmental body identified in the Closing Certificates of the Developers or otherwise actually known to the lawyers who have provided substantive attention to the representation reflected in this opinion binding upon or affecting the Developers, the conflict with which or breach of which would have a material, adverse effect on the ability of the Developers to perform their obligations under the Material Documents to which they are a party; or (iii) constitute a violation of its articles of incorporation or certificate of formation.

4. To our knowledge, no governmental approval which has not been obtained or taken is required to be obtained or taken by the Developers on or before the date hereof as a condition to (a) the execution and delivery by the Developers of the Material Documents to which they are a party, or (b) the performance by the Developers of their obligations under the Material Documents to which they are a party, except for governmental approvals that may be required to comply with certain covenants contained in the Material Documents (including, without limitation, covenants to comply with applicable laws).

5. The Developers have duly executed and delivered each of the Material Documents to which they are a party, and each of the Material Documents constitutes the legal, valid, and binding obligation of the Developers, enforceable against the Developers in accordance with its respective terms, subject to the following qualifications: (i) the effect of applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally, (ii) the effect of the exercise of judicial discretion in accordance with general principles of equity (whether applied by a court of law or of equity), and (iii) the effect that enforceability of the indemnification provisions therein may be limited, in whole or in part.

6. There are no actions, suits, or proceedings pending or, to our knowledge after reasonable inquiry, threatened against the Developers identified in the Closing Certificates of Developers or otherwise actually known to the lawyers who have provided substantive attention to the representation reflected in this opinion in any court of law or equity, or before or by any governmental instrumentality with respect to (i) the Developers' organization or existence under the laws of the State of Delaware or qualification to do business in the State of Texas, (ii) their authority to execute or deliver the Material Documents to which they are a party; (iii) the validity or enforceability against the Developers of such Documents or the transactions contemplated thereby; (iv) the titles of their officers executing the Material Documents; (v) the execution and delivery of the Material Documents on behalf of the Developers; or (vi) the operations or financial condition of the Developers that would materially adversely affect those operations or the financial condition of the Developers; or (vii) the acquisition and construction of the property and improvements identified in the Limited Offering Memorandum the cost of which is to be funded or reimbursed, in whole or in part, by proceeds of the Bonds.

7. To our knowledge, no taxes or other charges, including, without limitation, intangible or documentary stamp taxes, mortgage or recording taxes, transfer taxes or similar charges, are payable to the State of Texas by the Developers on account of its execution or delivery of any of the Material Documents or the creation of the indebtedness evidenced or secured by any of the Material Documents or the recording or filing of any of the Material Documents, except for normal filing or recording fees.

8. To our knowledge, the execution and delivery of the Material Documents do not, and the transactions described therein may be consummated and the terms and conditions thereof may be observed and performed in a manner that does not, conflict with or constitute a breach of or default under any loan agreement, trust agreement, bond note, resolution, agreement, or other instrument to which the Developers are a party or is otherwise subject and which have been identified in the Closing Certificates of Developers which violation, breach or default would materially adversely affect the Developers or their performance of its obligations under the transactions described in the Material Documents; nor will any such execution, delivery, adoption, fulfillment, or compliance result in the creation or imposition of any lien, charge, or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Developers, except as expressly described in the Material Documents (a) under applicable law, or (b) under any such loan agreement, indenture, bond note, resolution, agreement, or other instrument.

9. In addition, based upon our participation at conferences with representatives of the City and its counsel, representatives of the Underwriter and its counsel, and with representatives of the Developers, at which the Preliminary Limited Offering Memorandum, the Limited Offering Memorandum and related matters were discussed, and although we have not independently verified the information in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum and are not passing upon and do not assume any responsibility for the accuracy, completeness or fairness of the statements contained in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum and any amendment or supplement thereto: the information set forth in the Limited Offering Memorandum under the captions "PLAN OF FINANCE — Development Plan and Plan of Finance," "THE MAJOR IMPROVEMENT AREA IMPROVEMENTS," "THE DEVELOPMENT," and "THE DEVELOPERS," and, to the Developers' knowledge after due inquiry, under the captions "BONDHOLDERS' RISKS" (only as it pertains to the Developers, the Landowner, the Major Improvement Area Improvements and the Development, as defined in the Limited Offering Memorandum), "LEGAL MATTERS – Litigation — The Developers," "CONTINUING DISCLOSURE — The Developers" and "– The Developers' Compliance with Prior Undertakings," "SOURCES OF INFORMATION – Source of Certain Information," "APPENDIX E-2," "APPENDIX E-3," "APPENDIX F," "APPENDIX G" and "APPENDIX H" insofar as such statements constitute matters of law, summaries solely of legal matters, provisions of the Developers' certificate of formation or articles of incorporation or legal proceedings fairly summarize those matters of law, legal matters, provisions of the Developers' certificate of formation or articles of incorporation or legal proceedings in all material respects; and no facts have come to our attention that lead us to believe that the information set forth under the captions referenced in the preceding paragraph with respect to the Preliminary Limited Offering Memorandum, as of the date of the Preliminary Limited Offering Memorandum, and with respect to the Limited Offering Memorandum, as of the date of the

Limited Offering Memorandum and the date hereof, contained or contains any untrue statement of a material fact, or omitted or omits to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

Qualifications

In addition to any assumptions, qualifications and other matters set forth elsewhere herein, the opinions set forth above are subject to the following assumptions and qualifications:

(a) We have not examined any court dockets, agency files, or other public records regarding the entry of any judgments, writs, decrees or orders or the pendency of any actions, proceedings, investigations, or litigation.

(b) We have relied upon the Closing Certificates of Developers, as well as the representations of the Developers contained in the Material Documents, with respect to certain facts material to our opinion. Except as otherwise specifically indicated herein, we have made no independent investigation regarding any of the foregoing documents or the representations contained therein.

(c) Our opinion delivered pursuant to Section 3 above is subject to the effect of any applicable bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other laws affecting creditors' rights generally and to the effect of general principles of equity, including (without limitation) remedies of specific performance and injunctive relief and concepts of materiality, reasonableness, good faith and fair dealing (regardless of whether considered in a proceeding in equity or at law).

(d) Except for the Material Documents, we have not reviewed, and express no opinion as to, any other contracts or agreements to which the Developers are a party or by which the Developers are or may be bound.

(e) The opinions expressed herein are based upon and limited to the applicable laws of the State of Texas and the laws of the United States of America, excluding the principles of conflicts of laws thereof, as in effect as of the date hereof, and our knowledge of the facts relevant to such opinions on such date. In this regard, we note that we are members of the Bar of the State of Texas, we do not express any opinion herein as to matters governed by the laws of any other jurisdiction, except the United States of America, we do not purport to be experts in any other laws and we can accept no responsibility for the applicability or effect of any such laws. In addition, we assume no obligation to supplement the opinions expressed herein if any applicable laws change after the date hereof, or if we become aware of any facts or circumstances that affect the opinions expressed herein.

(f) This letter is strictly limited to the matters expressly set forth herein and no statements or opinions should be inferred beyond such matters.

(g) Notwithstanding anything contained herein to the contrary, we express no opinion whatsoever concerning the status of title to any real or personal property.

(h) The opinions expressed herein regarding the enforceability of the Material Documents are subject to the qualification that certain of the remedial, waiver or other provisions thereof may not be enforceable; but such unenforceability will not, in our judgment, render the Material Documents invalid as a whole or substantially interfere with the practical realization of the principal legal benefits provided in the Material Documents, except to the extent of any economic consequences of any procedural delays which may result therefrom.

(i) The opinion expressed herein as to the enforceability of the Material Documents is specifically subject to the qualification that enforceability of the Material Documents is limited by the following: (i) the rights of the United States under the Federal Tax Lien Act of 1966, as amended; (ii) principles of equity, public policy and unconscionability which may limit the availability of certain remedies; (iii) bankruptcy, insolvency, reorganization, fraudulent conveyance, liquidation, probate, conservatorship and other laws applicable to creditors' rights or the collection of debtors' obligations generally; and (iv) requirements of due process under the United States Constitution, the Constitution of the State of Texas, and other laws or court decisions limiting the rights of creditors to repossess, foreclose or otherwise realize upon the property of a debtor without appropriate notice or hearing or both.

(j) We express no opinion as to whether a court would grant specific performance or any other equitable remedy with respect to the enforcement of the Material Documents.

(k) We express no opinion as to the validity, binding effect, or enforceability of: (i) provisions which purport to waive rights or notices, including rights to trial by jury, counterclaims or defenses, jurisdiction or venue; (ii) provisions relating to consent judgments, waivers of defenses or the benefits of statutes of limitations, marshaling of assets, the transferability of any assets which by their nature are nontransferable, sales in inverse order of alienation, or severance; (iii) provisions purporting to waive the benefits of present or of future laws relating to exemptions, appraisement, valuation, stay of execution, redemption, extension of time for payment, setoff and similar debtor protection laws; or (iv) provisions requiring a party to pay fees and expenses regardless of the circumstances giving rise to such fees or expenses or the reasonableness thereof.

(l) The opinions expressed herein are subject to the effect of generally applicable rules of law that provide that forum selection clauses in contracts are not necessarily binding on the court(s) in the forum selected.

(m) We express no opinion as to the enforceability of any provisions in the Material Documents purporting to entitle a party to indemnification in respect of any matters arising in whole or in part by reason of any negligent, illegal or wrongful act or omission of such party.

This opinion is furnished to those parties addressed in this letter solely in connection with the transactions, for the purposes and on the terms described above and may not be relied upon for any other purpose or by any other person in any manner or for any purpose.

Sincerely,

_____

Metcalfe Wolff Stuart & Williams, LLP

APPENDIX E-1

CLOSING CERTIFICATE OF HEIRLOOM EAST DEVELOPER

Heirloom East Tx, LLC, a Delaware limited liability company (the "Heirloom East Developer"), pursuant to the terms of that certain Bond Purchase Agreement by and between FMSBonds, Inc. (the "Underwriter"), and the City of Georgetown, Texas (the "City"), entered into on October [13], 2026 (the "Bond Purchase Agreement") DOES HEREBY CERTIFY the following as of the date hereof. All capitalized terms not otherwise defined herein shall have the meaning given to such term in the Bond Purchase Agreement.

1. The Heirloom East Developer is a limited liability company organized, validly existing and in good standing under the laws of the State of Delaware.

2. Representatives of the Heirloom East Developer have provided information to the City and the "Underwriter to be used in connection with the offering by the City of its $[_____] principal amount of Special Assessment Revenue Bonds, Series 2026 (Heirloom Public Improvement District Major Improvement Area Project) (the "Bonds"), pursuant to the Preliminary Limited Offering Memorandum, dated September 25, 2026 (the "Preliminary Limited Offering Memorandum"), and Limited Offering Memorandum dated October [13], 2026 (the "Limited Offering Memorandum").

3. The Heirloom East Developer has delivered to the Underwriter and the City true, correct, complete and fully executed copies of the Heirloom East Developer's organizational documents, and such documents have not been amended or supplemented since delivery to the Underwriter and the City and are in full force and effect as of the date hereof.

4. The Heirloom East Developer has delivered to the Underwriter and the City a (i) certificate of Good Standing from the Delaware Secretary of State, (ii) a Certificate of Authority from the Texas Secretary of State and (iii) verification of franchise tax account status from the Texas Comptroller of Public Accounts.

5. The Heirloom East Developer has executed and delivered each of the below listed documents (individually, a "Heirloom East Developer Document" and collectively, the "Heirloom East Developer Documents") in the capacity provided for in each such Heirloom East Developer Document, and each such Heirloom East Developer Document constitutes a valid and binding obligation of the Heirloom East Developer, enforceable against the Heirloom East Developer in accordance with its terms:

(a) the Heirloom East Developer Letter of Representations dated October [13], 2026;

(b) the Financing Agreement, executed and delivered by the City, the Heirloom East Developer, and HEIRLOOMTX, LLC, a Delaware limited liability company (the "Heirloom Tx Developer" and, together with the Heirloom East Developer, the "Developers"), consenting thereto;

(c) Development and Construction Agreement (Heirloom), as amended by a First Amendment to Development and Construction Agreement (Heirloom) (collectively,

the "Development Agreement") executed and delivered by the City, Georgetown ISD and the Developers, and consented to by the Landowner;

(d) the Continuing Disclosure Agreement of Heirloom East Developer, executed and delivered by the Heirloom East Developer, P3Works, LLC, as Administrator, and UMB Bank, N.A., as dissemination agent; and

(f) the Landowner Consent Certificate of the Heirloom East Developer, dated October [13], 2026.

6. The Heirloom East Developer has complied in all material respects with all of the Heirloom East Developer's agreements and covenants and satisfied all conditions required to be complied with or satisfied by the Heirloom East Developer under the Heirloom East Developer Documents on or prior to the date hereof.

7. The representations and warranties of the Heirloom East Developer contained in the Heirloom East Developer Documents are true and correct in all material respects on and as of the date hereof.

8. The execution and delivery of the Heirloom East Developer Documents by the Heirloom East Developer does not violate any judgment, order, writ, injunction or decree binding on the Heirloom East Developer or any indenture, agreement, or other instrument to which the Heirloom East Developer is a party. There are no proceedings pending or threatened in writing before any court or administrative agency against the Heirloom East Developer that is either not covered by insurance or which singularly or collectively would have a material, adverse effect on the ability of the Heirloom East Developer to perform its obligations under the Heirloom East Developer Documents in all material respects or that would reasonably be expected to prevent or prohibit the development of the District in accordance with the description thereof in the Limited Offering Memorandum.

9. The Heirloom East Developer has reviewed and approved the information contained in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum in all of the maps included therein and under the captions and subcaptions "PLAN OF FINANCE — Development Plan and Plan of Finance," (only as it pertains to the Heirloom East Developer and the Landowner), "THE MAJOR IMPROVEMENT AREA IMPROVEMENTS," "THE DEVELOPMENT," and "THE DEVELOPERS" (only as it pertains to the Heirloom East Developer) and, to the Heirloom East Developer's knowledge after due inquiry, under the captions "BONDHOLDERS' RISKS" (only as it pertains to the Heirloom East Developer, the Landowner, the Major Improvement Area Improvements and the Development, as defined in the Limited Offering Memorandum), "LEGAL MATTERS — Litigation – The Developers" (only as it pertains to the Heirloom East Developer), "CONTINUING DISCLOSURE — The Developers" and " — The Developers' Compliance with Prior Undertakings" (only as it pertains to the Heirloom East Developer), "SOURCES OF INFORMATION — Source of Certain Information," "APPENDIX E-2," "APPENDIX F," "APPENDIX G" and "APPENDIX H" (collectively, the "Heirloom East Developer Disclosures") and certifies that the same does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they are made, not misleading, as of the date of the Preliminary Limited Offering Memorandum and as of the date of the Limited Offering Memorandum, as applicable; provided, however, that the foregoing

certification is not a certification as to the accuracy, completeness or fairness of any of the other statements contained in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum.

10. To the Heirloom East Developer's knowledge, the Heirloom East Developer is in compliance in all material respects with all provisions of applicable law relating to the Heirloom East Developer in connection with the Development. Except as otherwise described in the Limited Offering Memorandum: (a) to the Heirloom East Developer's knowledge, there is no default of any zoning condition, land use permit or development agreement binding upon the Heirloom East Developer or any portion of the Development that would materially and adversely affect the Heirloom East Developer's ability to complete or cause to be completed the development of the property within the District as described in the Limited Offering Memorandum; and (b) the Heirloom East Developer has no reason to believe that any additional permits, consents and licenses required to complete the development of the property within the District as and in the manner described in the Limited Offering Memorandum will not be reasonably obtainable in due course.

11. The Heirloom East Developer is not insolvent and has not made an assignment for the benefit of creditors, filed or consented to a petition in bankruptcy, petitioned or applied (or consented to any third party petition or application) to any tribunal for the appointment of a custodian, receiver or any trustee or commenced any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction.

12. The levy of the Major Improvement Area Assessments on property in the District owned by the Heirloom East Developer will not conflict with or constitute a breach of or default under any agreement, mortgage, deed of trust, indenture or other instrument to which the Heirloom East Developer is a party or to which the Heirloom East Developer or any of its property or assets is subject.

13. The Heirloom East Developer is not in default under any mortgage, trust indenture, lease or other instrument to which it or any of its assets is subject, which default would have a material and adverse effect on the Bonds or the Heirloom East Developer's ability to perform its obligations under the Heirloom East Developer Documents.

14. The Heirloom East Developer has no knowledge of any physical condition of the Development owned or to be developed by the Heirloom East Developer that currently requires, or currently is reasonably expected to require in the process of development investigation or remediation under any applicable federal, state or local governmental laws or regulations relating to the environment in any material and adverse respect.

[SIGNATURE PAGE FOLLOWS.]

Dated: November [10], 2026

HEIRLOOM EAST DEVELOPER:

HEIRLOOM EAST TX, LLC,
a Delaware limited liability company

By:_____
Daniel A. Traylor, Manager

APPENDIX E-2

CLOSING CERTIFICATE OF HEIRLOOM TX DEVELOPER

HEIRLOOMTX, LLC, a Delaware Limited Liability Company (the "Heirloom Tx Developer"), pursuant to the terms of that certain Bond Purchase Agreement by and between FMSBonds, Inc. (the "Underwriter"), and the City of Georgetown, Texas (the "City"), entered into on October [13], 2026 (the "Bond Purchase Agreement") DOES HEREBY CERTIFY the following as of the date hereof. All capitalized terms not otherwise defined herein shall have the meaning given to such term in the Bond Purchase Agreement.

1. The Heirloom Tx Developer is a limited liability company organized, validly existing and in good standing under the laws of the State of Delaware, and is authorized to do business in the State of Texas.

2. Representatives of the Heirloom Tx Developer have provided information to the City and the "Underwriter to be used in connection with the offering by the City of its $[_____] principal amount of Special Assessment Revenue Bonds, Series 2026 (Heirloom Public Improvement District Major Improvement Area Project) (the "Bonds"), pursuant to the Preliminary Limited Offering Memorandum, dated September 25, 2026 (the "Preliminary Limited Offering Memorandum"), and Limited Offering Memorandum dated October [13], 2026 (the "Limited Offering Memorandum").

3. The Heirloom Tx Developer has delivered to the Underwriter and the City true, correct, complete and fully executed copies of the Heirloom Tx Developer's organizational documents, and such documents have not been amended or supplemented since delivery to the Underwriter and the City and are in full force and effect as of the date hereof.

4. The Heirloom Tx Developer has delivered to the Underwriter and the City a (i) certificate of Good Standing from the Delaware Secretary of State, (ii) a Certificate of Authority from the Texas Secretary of State and (iii) verification of franchise tax account status from the Texas Comptroller of Public Accounts for the Heirloom Tx Developer.

5. The Heirloom Tx Developer has executed and delivered each of the below listed documents (individually, a "Heirloom Tx Developer Document" and collectively, the "Heirloom Tx Developer Documents") in the capacity provided for in each such Heirloom Tx Developer Document, and each such Heirloom Tx Developer Document constitutes a valid and binding obligation of the Heirloom Tx Developer, enforceable against the Heirloom Tx Developer in accordance with its terms:

(a) the Heirloom Tx Developer Letter of Representations dated October [13], 2026;

(b) the Financing Agreement, executed and delivered by the City, the Heirloom Tx Developer, and Heirloom East Tx, LLC, a Delaware limited liability company (the "Heirloom East Developer" and, together with the Heirloom Tx Developer, the "Developers"), consenting thereto;

(c) Development and Construction Agreement (Heirloom), as amended by a First Amendment to Development and Construction Agreement (Heirloom) (collectively, the "Development Agreement") executed and delivered by the City, Georgetown ISD and the Developers, and consented to by the Landowner;

(d) the Continuing Disclosure Agreement of Heirloom Tx Developer, executed and delivered by the Heirloom Tx Developer, P3Works, LLC, as Administrator, and UMB Bank, N.A., as dissemination agent; and

(e) the Landowner Consent Certificate of the Heirloom Tx Developer, dated October [13], 2026.

6. The Heirloom Tx Developer has complied in all material respects with all of the Heirloom Tx Developer's agreements and covenants and satisfied all conditions required to be complied with or satisfied by the Heirloom Tx Developer under the Heirloom Tx Developer Documents on or prior to the date hereof.

7. The representations and warranties of the Heirloom Tx Developer contained in the Heirloom Tx Developer Documents are true and correct in all material respects on and as of the date hereof.

8. The execution and delivery of the Heirloom Tx Developer Documents by the Heirloom Tx Developer does not violate any judgment, order, writ, injunction or decree binding on the Heirloom Tx Developer or any indenture, agreement, or other instrument to which the Heirloom Tx Developer is a party. There are no proceedings pending or threatened in writing before any court or administrative agency against the Heirloom Tx Developer that is either not covered by insurance or which singularly or collectively would have a material, adverse effect on the ability of the Heirloom Tx Developer to perform its obligations under the Heirloom Tx Developer Documents in all material respects or that would reasonably be expected to prevent or prohibit the development of the District in accordance with the description thereof in the Limited Offering Memorandum.

9. The Heirloom Tx Developer has reviewed and approved the information contained in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum in all of the maps included therein and under the captions and subcaptions "PLAN OF FINANCE — Development Plan and Plan of Finance," (only as it pertains to the Heirloom Tx Developer and the Landowner), "THE MAJOR IMPROVEMENT AREA IMPROVEMENTS," "THE DEVELOPMENT," and "THE DEVELOPERS" (only as it pertains to the Heirloom Tx Developer) and, to the Heirloom Tx Developer's knowledge after due inquiry, under the captions "BONDHOLDERS' RISKS" (only as it pertains to the Heirloom Tx Developer, the Landowner, the Major Improvement Area Improvements and the Development, as defined in the Limited Offering Memorandum), "LEGAL MATTERS — Litigation – The Developers" (only as it pertains to the Heirloom Tx Developer), "CONTINUING DISCLOSURE — The Developers" and " — The Developers' Compliance with Prior Undertakings" (only as it pertains to the Heirloom Tx Developer), "SOURCES OF INFORMATION — Source of Certain Information," "APPENDIX E-3," "APPENDIX F", and "APPENDIX G" (collectively, the "Heirloom Tx Developer Disclosures") and certifies that the same does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they are made, not misleading, as of the date of the Preliminary

Limited Offering Memorandum and as of the date of the Limited Offering Memorandum, as applicable; provided, however, that the foregoing certification is not a certification as to the accuracy, completeness or fairness of any of the other statements contained in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum.

10. To the Heirloom Tx Developer's knowledge, the Heirloom Tx Developer is in compliance in all material respects with all provisions of applicable law relating to the Heirloom Tx Developer in connection with the Development. Except as otherwise described in the Limited Offering Memorandum: (a) to the Heirloom Tx Developer's knowledge, there is no default of any zoning condition, land use permit or development agreement binding upon the Heirloom Tx Developer or any portion of the Development that would materially and adversely affect the Heirloom Tx Developer's ability to complete or cause to be completed the development of the property within the District as described in the Limited Offering Memorandum; and (b) the Heirloom Tx Developer has no reason to believe that any additional permits, consents and licenses required to complete the development of the property within the District as and in the manner described in the Limited Offering Memorandum will not be reasonably obtainable in due course.

11. The Heirloom Tx Developer is not insolvent and has not made an assignment for the benefit of creditors, filed or consented to a petition in bankruptcy, petitioned or applied (or consented to any third party petition or application) to any tribunal for the appointment of a custodian, receiver or any trustee or commenced any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction.

12. The levy of the Major Improvement Area Assessments on property in the District owned by the Heirloom Tx Developer will not conflict with or constitute a breach of or default under any agreement, mortgage, deed of trust, indenture or other instrument to which the Heirloom Tx Developer is a party or to which the Heirloom Tx Developer or any of its property or assets is subject.

13. The Heirloom Tx Developer is not in default under any mortgage, trust indenture, lease or other instrument to which it or any of its assets is subject, which default would have a material and adverse effect on the Bonds or the Heirloom Tx Developer's ability to perform its obligations under the Heirloom Tx Developer Documents.

14. The Heirloom Tx Developer has no knowledge of any physical condition of the Development owned or to be developed by the Heirloom Tx Developer that currently requires, or currently is reasonably expected to require in the process of development investigation or remediation under any applicable federal, state or local governmental laws or regulations relating to the environment in any material and adverse respect.

[SIGNATURE PAGE FOLLOWS.]

Dated: November [10], 2026

HEIRLOOM TX DEVELOPER:

HEIRLOOMTX, LLC,
a Delaware limited liability company

By: CH II HEIRLOOMTX, LLC,
its Manager

By: _____
Name: _____
Title: _____

APPENDIX F

[LETTERHEAD OF BARLETTA & ASSOCIATES, INC.]

November [10], 2026

City of Georgetown, Texas
808 Martin Luther King Jr. Street
Georgetown Texas 78626

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

McCall, Parkhurst & Horton L.L.P.
600 Congress Ave, Suite 2150
Austin, TX 78701

UMB Bank, N.A.
6034 West Courtyard Drive, Suite 225
Austin, Texas 78730

Re: City of Georgetown, Texas Special Assessment Revenue Bonds, Series 2026 (Heirloom Public Improvement District Major Improvement Area Project) (the "Bonds")

Ladies and Gentlemen:

The undersigned, _____, representative of Barletta & Associates, Inc. ("Barletta"), the appraiser of the undeveloped property contained in Heirloom Public Improvement District (the "District"), does hereby represent the following:

1. Barletta has supplied certain information contained in the Preliminary Limited Offering Memorandum for the Bonds, dated September 25, 2026 and the Limited Offering Memorandum for the Bonds, dated October [13], 2026 (together, the "Limited Offering Memorandum"), relating to the issuance of the Bonds by the City of Georgetown, Texas, as described above. The information Barletta provided for the Limited Offering Memorandum is the real estate appraisal of the property in the District (the "Appraisal"), located in APPENDIX F to the Limited Offering Memorandum, and the description thereof, set forth under the caption "APPRAISAL — The Appraisal."

2. To the best of my professional knowledge and belief, as of the date of the Appraisal, the portion of the Limited Offering Memorandum described above does not contain an untrue statement of a material fact as to the information and data set forth therein, and does not omit to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

3. Barletta agrees to the inclusion of the Appraisal in the Limited Offering Memorandum and the use of its name in the Limited Offering Memorandum for the Bonds.

4. Barletta agrees that, to the best of its ability, it will inform you immediately should it learn of any event(s) or information of which you are not aware subsequent to the date of this letter and prior to the actual time of delivery of the Bonds (anticipated to occur on or about November [10], 2026) which would render any such information in the Limited Offering

Memorandum untrue, incomplete, or incorrect, in a material fact or render any statement in the appraisal materially misleading.

5. The undersigned hereby represents that he or she has been duly authorized to execute this letter of representations.

Sincerely yours,

BARLETTA & ASSOCIATES, INC.

By: _____
Its: _____

APPENDIX G

[LETTERHEAD OF P3WORKS, LLC]

November [10], 2026

City of Georgetown, Texas
808 Martin Luther King Jr. Street
Georgetown Texas 78626

FMSbonds, Inc.
5 Cowboy Way, Suite 300-25
Frisco, Texas 75034

McCall, Parkhurst & Horton L.L.P.
600 Congress Ave, Suite 2150
Austin, TX 78701

UMB Bank, N.A.
6034 West Courtyard Drive, Suite 225
Austin, Texas 78730

Re: City of Georgetown, Texas Special Assessment Revenue Bonds, Series 2026 (Heirloom Public Improvement District Major Improvement Area Project) (the "Bonds")

Ladies and Gentlemen:

The undersigned, _____, representative of P3Works, LLC ("P3Works"), consultant in connection with the creation by the City of Georgetown, Texas (the "City"), of Heirloom Public Improvement District (the "District"), does hereby represent the following:

1. P3Works has supplied certain information contained in the Preliminary Limited Offering Memorandum for the Bonds, dated September 25, 2026, and the final Limited Offering Memorandum for the Bonds, dated October [13], 2026 (together, the "Limited Offering Memorandum"), relating to the issuance of the Bonds by the City, as described above. The information P3Works provided for the Limited Offering Memorandum is located (a) under the captions "ASSESSMENT PROCEDURES" and "THE ADMINISTRATOR" and (b) in the Service and Assessment Plan (the "SAP") for the City located in APPENDIX C to the Limited Offering Memorandum.

2. At the request of the City, P3Works has prepared the SAP and acknowledges and agrees that the SAP will be included in the Limited Offering Memorandum for the Bonds.

3. To the best of my professional knowledge and belief, the portions of the Limited Offering Memorandum described in paragraph 1 above do not contain an untrue statement of a material fact as to the information and data set forth therein, and does not omit to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

4. P3Works agrees to the use of its name in the Limited Offering Memorandum for the Bonds.

5. P3Works agrees that, to the best of its ability, it will inform you immediately should it learn of any event(s) or information of which you are not aware subsequent to the date of this

letter and prior to the actual time of delivery of the Bonds (anticipated to occur on or about November [10], 2026) which would render any such information in the Limited Offering Memorandum untrue, incomplete, or incorrect, in a material fact or render any such information materially misleading.

6. The undersigned hereby represents that he or she has been duly authorized to execute this letter of representation.

Sincerely yours,

P3Works, LLC

_____

By: _____

Its: _____

EXHIBIT C

CONTINUING DISCLOSURE AGREEMENT

CITY OF GEORGETOWN, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026
(HEIRLOOM PUBLIC IMPROVEMENT DISTRICT MAJOR IMPROVEMENT AREA PROJECT)

CONTINUING DISCLOSURE AGREEMENT OF ISSUER

This Continuing Disclosure Agreement of Issuer, dated as of November 1, 2026 (this "Disclosure Agreement"), is executed and delivered by and among the City of Georgetown, Texas (the "Issuer"), P3Works, LLC (the "Administrator"), and UMB Bank, N.A., acting solely in its capacity as dissemination agent (the "Dissemination Agent"), with respect to the Issuer's "Special Assessment Revenue Bonds, Series 2026 (Heirloom Public Improvement District Major Improvement Area Project)" (the "Bonds"). The Issuer, the Administrator, and the Dissemination Agent covenant and agree as follows:

SECTION 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Issuer, the Administrator, and the Dissemination Agent for the benefit of the Holders and beneficial owners of the Bonds. Unless and until a different filing location is designated by the MSRB (defined below) or the SEC (defined below), all filings made by the Dissemination Agent pursuant to this Disclosure Agreement shall be filed with the MSRB through EMMA (defined below).

SECTION 2. Definitions. In addition to the definitions set forth above and in the Indenture of Trust dated as of November 1, 2026, relating to the Bonds (the "Indenture"), which apply to any capitalized term used in this Disclosure Agreement, including the Exhibits hereto, the following capitalized terms shall have the following meanings:

"Annual Collections Report" shall mean any Annual Collections Report provided by the Issuer pursuant to, and as described in, Section 5 of this Disclosure Agreement.

"Annual Collections Report Filing Date" shall mean, for each Fiscal Year succeeding the reporting Fiscal Year, the date that is three (3) months after the Final Assessment Payment Date, which Annual Collections Report Filing Date is currently April 30.

"Annual Financial Information" shall mean annual financial information as such term is used in paragraph (b)(5)(i) of the Rule and specified in subsection 4(a) of this Disclosure Agreement.

"Annual Financial Statements" shall mean audited or unaudited financial statements of the Issuer prepared in accordance with generally accepted accounting principles for governmental units as prescribed by the Government Accounting Standards Board from time to time, or such other accounting principles as the Issuer may be required to employ from time to time pursuant to state law or regulation.

"Annual Financials Filing Date" shall mean, for each Fiscal Year, the date on which the Annual Financial Statements must be filed with the MSRB, which date is twelve (12) months after the end of the Issuer's Fiscal Year. The Annual Financials Filing Date is currently September 30.

"Annual Information Filing Date" shall mean, for each Fiscal Year, the date on which the Annual Financial Information must be filed with the MSRB, which date is six (6) months after the end of the Issuer's Fiscal Year. The Annual Information Filing Date is currently March 31.

"Assessments" shall have the meaning assigned to Major Improvement Area Assessments in the Indenture.

"Collections Reporting Date" shall mean, for each Tax Year, the date that is one (1) month after the Delinquency Date, which Collections Reporting Date is currently March 1.

"Delinquency Date" shall mean February 1 of the year following the year in which the Assessments were billed or as may be otherwise defined in Section 31.02 of the Texas Tax Code, as amended.

"Developer" shall mean, collectively, Heirloom East Tx, LLC, a Delaware limited liability company (the "Heirloom East Developer"), HEIRLOOMTX, LLC, a Delaware Limited Liability Company (the "Heirloom Tx Developer"), and Heirloom1 Communities TX, LLC, a Delaware limited liability company (the "Heirloom1 Developer").

"Disclosure Agreement of Developer" shall mean, collectively, the Continuing Disclosure Agreement of the Heirloom East Developer, the Continuing Disclosure Agreement of the Heirloom Tx Developer, and the Continuing Disclosure Agreement of the Heirloom1 Developer, each relating to the Bonds, dated as of November 1, 2026, and executed and delivered by the respective Developer, the Administrator, and the Dissemination Agent.

"Disclosure Representative" shall mean the Chief Financial Officer or City Manager of the Issuer or his or her designee or such other officer or employee as the Issuer may designate in writing to the Dissemination Agent from time to time.

"Dissemination Agent" shall mean UMB Bank, N.A., acting solely in its capacity as dissemination agent, or any successor Dissemination Agent designated in writing by the Issuer and which has filed with the Trustee a written acceptance of such designation.

"District" shall mean Heirloom Public Improvement District.

"EMMA" shall mean the Electronic Municipal Market Access system currently available on the internet at http://emma.msrb.org.

"Filing Date" means, collectively, an Annual Financials Filing Date, an Annual Information Filing Date and an Annual Collections Report Filing Date, or, individually, as the context requires, an Annual Financials Filing Date, an Annual Information Filing Date or an Annual Collections Report Filing Date.

"Final Assessment Payment Date" shall mean the calendar day preceding the Delinquency Date.

"Financial Obligation" shall mean a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"Fiscal Year" shall mean the Issuer's fiscal year, currently the twelve-month period from October 1 through September 30.

"Listed Events" shall mean any of the events listed in subsection 6(a) of this Disclosure Agreement.

"MSRB" shall mean the Municipal Securities Rulemaking Board or any other entity designated or authorized by the SEC to receive continuing disclosure reports pursuant to the Rule.

"Participating Underwriter" shall mean FMSbonds, Inc., and its successors and assigns.

"Rule" shall mean Rule 15c2-12 adopted by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"SEC" shall mean the United States Securities and Exchange Commission.

"Tax Year" means the calendar year, or as may be otherwise defined in Section 1.04 of the Texas Tax Code, as amended.

SECTION 3. Provision of Annual Financial Information and Audited Financial Statements.

(a) For each Fiscal Year, commencing with the Fiscal Year ending September 30, 2027, the Issuer shall cause, pursuant to written direction, and hereby directs the Dissemination Agent to provide or cause to be provided to the MSRB, in the electronic or other format required by the MSRB, the Annual Financial Information and the Annual Financial Statements.

(i) The Issuer shall provide or cause to be provided the Annual Financial Information to the MSRB not later than the Annual Information Filing Date; and

(ii) The Issuer shall provide or cause to be provided audited Annual Financial Statements to the MSRB not later than the Annual Financials Filing Date, or if audited Annual Financial Statements are not available by the Annual Financials Filing Date, unaudited Annual Financial Statements, provided to the Dissemination Agent which is consistent with the requirements specified in Section 4 of this Disclosure Agreement.

In each case, the Annual Financial Information and Annual Financial Statements may include by reference other information as provided in Section 4 of this Disclosure Agreement. If the Issuer's Fiscal Year changes, it shall file notice of such change (including the date of the new Fiscal Year) with the MSRB prior to the next Annual Information Filing Date. All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

(b) As soon as available, the Issuer shall provide the Annual Financial Information or Annual Financial Statements, as applicable, to the Dissemination Agent together with written direction to file such Annual Financial Information or Annual Financial Statements with the MSRB. The Dissemination Agent shall provide such Annual Financial Information or Annual Financial Statements to the MSRB no later than the applicable Filing Date for such Fiscal Year.

If by the fifth (5th) day before the applicable Filing Date, the Dissemination Agent has not received a copy of the Annual Financial Information or Annual Financial Statements, as applicable, the Dissemination Agent shall contact the Disclosure Representative in writing (which may be by e-mail) to remind the Issuer of its undertaking to provide the applicable Annual Financial Information or Annual Financial Statements pursuant to subsection (a). Upon such reminder, the Disclosure Representative shall either (i) provide the Dissemination Agent with an electronic copy of the Annual Financial Information or Annual Financial Statements, as applicable, no later than two (2) Business Days prior to the applicable Filing Date; or (ii) instruct the Dissemination Agent in writing that the Issuer will not be able to provide the Annual Financial Information by the Annual Information Filing Date or the Annual Financial Statements by the Annual Financials Filing Date, as applicable, and instruct the Dissemination Agent in writing to immediately send a notice to the MSRB in substantially the form attached as Exhibit A; provided, however, that in the event the Disclosure Representative is required to act under either (i) or (ii) described above, the Dissemination Agent still must file the Annual Financial Information, Annual Financial Statements or the notice of failure to file, as applicable, to the MSRB, no later than the applicable Filing Date; provided further, however, that in the event the Disclosure Representative fails to act under either (i) or (ii) described above, the Dissemination Agent shall file a notice of failure to file no later than the applicable Filing Date.

(c) The Dissemination Agent, pursuant to written direction, shall:

(i) determine the filing address or other filing location of the MSRB each year prior to filing the Annual Financial Information and the Annual Financial Statements on the dates required in subsection (a);

(ii) on behalf of the Issuer, file the Annual Financial Information and the Annual Financial Statements containing or incorporating by reference the information set forth in Section 4 hereof; and

(iii) if the Issuer has provided the Dissemination Agent with the completed Annual Financial Information and the Annual Financial Statements, as applicable, and the Dissemination Agent has filed such Annual Financial Information or Annual Financial Statements with the MSRB, then the Dissemination Agent shall provide written confirmation to the Issuer stating that the Annual Financial Information or Annual Financial Statements has been provided pursuant to this Disclosure Agreement, stating the date it was provided and that it was filed with the MSRB.

SECTION 4. Content and Timing of Annual Financial Information and Annual Financial Statements.

(a) *Annual Financial Information*. The Annual Financial Information for the Bonds shall contain or incorporate by reference, and the Issuer agrees to provide or cause to be provided to the Dissemination Agent to file by the Annual Information Filing Date, the following Annual Financial Information (any or all of which may be unaudited):

(i) Information regarding the Bonds and the Trustee in substantially similar form to that shown in the tables provided under Section 4(a)(i) of Exhibit B attached hereto. Such information shall be provided as of the end of the Fiscal Year to which the information being reported relates;

(ii) Financial information and operating data with respect to the Issuer of the general type and in substantially similar form to that shown in the tables provided under Section 4(a)(ii) of Exhibit B attached hereto. Such information shall be provided as of the end of the Fiscal Year to which the information being reported relates;

(iii) Any updates to the Service and Assessment Plan, including the Annual Service Plan Update; and

(iv) A description of any amendment to this Disclosure Agreement and a copy of any restatements to the Issuer's audited financial statements during such Fiscal Year.

(b) *Annual Financial Statements*. The Issuer agrees to provide or cause to be provided to the Dissemination Agent to file by the Annual Financials Filing Date the audited Annual Financial Statements of the Issuer for the most recently ended Fiscal Year, prepared in accordance with generally accepted accounting principles applicable from time to time to the Issuer. If the audited Annual Financial Statements of the Issuer are not available by the Annual Financials Filing Date, the Issuer shall provide unaudited Annual Financial Statements of the Issuer no later than the Annual Financials Filing Date and audited Annual Financial Statements when and if available.

(c) See Exhibit B hereto for a form for submitting the information set forth in subsection 4(a) above. The Issuer has designated P3Works, LLC as the initial Administrator. The Administrator, and if no Administrator is designated, Issuer's staff, shall prepare the Annual Financial Information. In all cases, the Issuer shall have the sole responsibility for the content, design and other elements comprising substantive contents of the Annual Financial Information under this Section 4.

Any or all of the items listed above may be included by specific reference to other documents, including disclosure documents of debt issues of the Issuer, which have been submitted to and are publicly accessible from the MSRB. If the document included by reference is a final offering document, it must be available from the MSRB. The Issuer shall clearly identify each such other document so included by reference. The Dissemination Agent has no duty or obligation to determine whether or not the information contained in any completed forms containing financial information and operating data as shown in Exhibit B provided to it has been accurately completed and shall only be required to file the forms as completed and provided to it by either the Administrator or the Issuer, pursuant to written direction (which written document may be made by electronic means).

SECTION 5. Annual Collections Report.

(a) For each Fiscal Year succeeding the reporting Fiscal Year, the Issuer shall cause, pursuant to written direction, and hereby directs the Dissemination Agent to provide or cause to be provided to the MSRB, in the electronic or other format required by the MSRB, not later than the Annual Collections Report Filing Date, an Annual Collections Report provided to the Dissemination Agent which complies with the requirements specified in this Section 5; provided that the Issuer may provide the Annual Collections Report as part of the Annual Financial Information, if such Annual Collections Report is available when the Annual Financial Information is provided to the MSRB. All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

Not later than ten (10) days prior to the Annual Collections Report Filing Date, the Issuer shall provide the Annual Collections Report to the Dissemination Agent together with written direction to file

such Annual Collections Report with the MSRB. The Dissemination Agent shall provide such Annual Collections Report to the MSRB not later than ten (10) days from receipt of such Annual Collections Report from the Issuer, but in no event later than the Annual Collections Report Filing Date.

If by the fifth (5th) day before the Annual Collections Report Filing Date, the Dissemination Agent has not received a copy of the Annual Collections Report, the Dissemination Agent shall contact the Disclosure Representative in writing (which may be by e-mail) to remind the Issuer of its undertaking to provide the applicable Annual Collections Report pursuant to this subsection 5(a). Upon such reminder, the Disclosure Representative shall either (i) provide the Dissemination Agent with an electronic copy of the Annual Collections Report no later than two (2) Business Days prior to the Annual Collections Report Filing Date or (ii) instruct the Dissemination Agent in writing that the Issuer will not be able to provide the Annual Collections Report by the Annual Collections Report Filing Date, state the date by which the Annual Collections Report for such year will be provided and instruct the Dissemination Agent to immediately send a notice to the MSRB in substantially the form attached hereto as Exhibit A; provided, however, that in the event the Disclosure Representative is required to act under either (i) or (ii) described above, the Dissemination Agent still must file the Annual Collections Report or the notice of failure to file, as applicable, to the MSRB, no later than the Annual Collections Report Filing Date; provided further, however, that in the event the Disclosure Representative fails to act under either (i) or (ii) described above, the Dissemination Agent shall file a notice of failure to file no later than on the last Business Day prior to the Annual Collections Report Filing Date; or the Issuer will notify the Dissemination Agent in writing that the Issuer will provide or cause to be provided the Annual Collections Report to the MSRB through alternate means. If the Issuer so notifies the Dissemination Agent, the Issuer will provide the Dissemination Agent with a written report certifying that the Annual Collections Report has been provided to the MSRB pursuant to this Disclosure Agreement, stating the date it was provided and that it was filed with the MSRB prior to the second (2nd) Business Day prior to the Annual Collections Report Filing Date. In the event the Issuer fails to provide the Dissemination Agent with such a report, the Dissemination Agent shall file a notice of failure to file no later than the applicable Annual Collections Report Filing Date.

(b) The Annual Collections Report for the Bonds shall contain, and the Issuer agrees to provide or cause to be provided to the Dissemination Agent to file by the Annual Collections Report Filing Date, certain financial information and operating data with respect to collection of the Assessments of the general type and in substantially similar form to that shown in the tables provided in Exhibit C attached hereto. Such information shall cover the period beginning the first (1st) day of the Fiscal Year succeeding the reporting Fiscal Year through the Collections Reporting Date. If the State Legislature amends the definition of Delinquency Date or Tax Year, the Issuer shall file notice of such change or changes with the MSRB prior to the next Annual Collections Report Filing Date. The Administrator, and if no Administrator is designated, Issuer's staff, shall prepare the Annual Collections Report. In all cases, the Issuer shall have the sole responsibility for the content, design, and other elements comprising substantive contents of the Annual Collections Report under this Section 5.

SECTION 6. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 6, each of the following is a Listed Event with respect to the Bonds:

1. Principal and interest payment delinquencies.

2. Non-payment related defaults, if material.

3. Unscheduled draws on debt service reserves reflecting financial difficulties.

4. Unscheduled draws on credit enhancements reflecting financial difficulties.

5. Substitution of credit or liquidity providers, or their failure to perform.

6. Adverse tax opinions, the issuance by the IRS of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds.

7. Modifications to rights of Holders, if material.

8. Bond calls, if material, and tender offers.

9. Defeasances.

10. Release, substitution, or sale of property securing repayment of the Bonds, if material.

11. Rating changes.

12. Bankruptcy, insolvency, receivership or similar event of the Issuer.

13. The consummation of a merger, consolidation, or acquisition of the Issuer, or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.

14. Appointment of a successor or additional trustee under the Indenture or the change of name of a trustee, if material.

15. Incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, any of which affect security holders, if material.

16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

Any sale by the Developer of real property within Major Improvement Area will not constitute a Listed Event for the purposes of paragraph (10) above.

For these purposes, any event described in paragraph (12) above is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the Issuer in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing

body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer.

The Issuer intends the words used in paragraphs (15) and (16) above and the definition of Financial Obligation to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018. For the avoidance of doubt, the incurrence of Additional Obligations without the filing of a corresponding official statement with the MSRB will constitute the incurrence of a material Financial Obligation for which a notice of a Listed Event in accordance with this Section 6 must be filed with the MSRB.

Upon the occurrence of a Listed Event, the Issuer shall promptly notify the Dissemination Agent in writing and the Issuer shall direct the Dissemination Agent in writing to immediately file a notice of such occurrence with the MSRB. The Dissemination Agent shall file such notice no later than the Business Day immediately following the day on which it receives written notice of such occurrence from the Issuer. Any such notice is required to be filed within ten (10) Business Days of the occurrence of such Listed Event; provided, however, the failure of the Issuer to provide timely written notice to the Dissemination Agent in accordance with this paragraph shall not constitute a failure of the Dissemination Agent to comply with the MSRB's ten (10) Business Day filing requirement.

Any notice under the preceding paragraphs shall be accompanied with the text of the disclosure that the Issuer desires to make, the written direction of the Issuer for the Dissemination Agent to disseminate such information as provided herein, and the date the Issuer desires for the Dissemination Agent to disseminate the information.

In all cases, the Issuer shall have the sole responsibility for the content, design and other elements comprising substantive contents of all disclosures made under this Section 6. In addition, the Issuer shall have the sole responsibility to ensure that any notice required to be filed under this Section 6 is filed within ten (10) Business Days of the occurrence of the Listed Event.

(b) The Dissemination Agent shall, promptly, and not more than five (5) Business Days after obtaining actual knowledge of the occurrence of any Listed Event with respect to the Bonds, notify the Disclosure Representative in writing of such Listed Event. The Dissemination Agent shall not be required to file a notice of the occurrence of such Listed Event with the MSRB unless and until it receives written instructions from the Disclosure Representative to do so. If the Dissemination Agent has been instructed in writing by the Disclosure Representative on behalf of the Issuer to report the occurrence of a Listed Event under this subsection (b), the Dissemination Agent shall file a notice of such occurrence with the MSRB no later than two (2) Business Days following the day on which it receives such written instructions. It is agreed and understood that the duty to make or cause to be made the disclosures herein is that of the Issuer and not that of the Trustee or the Dissemination Agent. It is agreed and understood that the Dissemination Agent has agreed to give the foregoing notice to the Issuer as an accommodation to assist it in monitoring the occurrence of such event, but is under no obligation to investigate whether any such event has occurred. As used above, "actual knowledge" means the actual fact or statement of knowing, without a duty to make any investigation with respect thereto. In no event shall the Dissemination Agent be liable in damages or in tort to the Issuer, the Participating Underwriter, the

Trustee, or any Holder or beneficial owner of any interests in the Bonds, or any other party as a result of its failure to give the foregoing notice or to give such notice in a timely fashion.

(c) If in response to a notice from the Dissemination Agent under subsection (b), the Issuer determines that the Listed Event under number 2, 7, 8 (as to bond calls only), 10, 13, 14, or 15 of subparagraph (a) above is not material under applicable federal securities laws, the Issuer shall promptly, but in no case more than five (5) Business Days after the occurrence of the event, notify the Dissemination Agent and the Trustee (if the Dissemination Agent is not the Trustee) in writing and instruct the Dissemination Agent not to report the occurrence pursuant to subsection (b).

SECTION 7. Termination of Reporting Obligations. The obligations of the Issuer, the Administrator, and the Dissemination Agent under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds, when the Issuer is no longer an obligated person with respect to the Bonds, or upon delivery by the Disclosure Representative to the Dissemination Agent and the Administrator of an opinion of the City's bond counsel to the effect that continuing disclosure is no longer required. So long as any of the Bonds remain Outstanding, the Administrator and the Dissemination Agent may assume that the Issuer is an obligated person with respect to the Bonds until they receive written notice from the Disclosure Representative stating that the Issuer is no longer an obligated person with respect to the Bonds, and the Dissemination Agent and the Administrator may conclusively rely upon such written notice with no duty to make investigation or inquiry into any statements contained or matters referred to in such written notice. If such termination occurs prior to the final maturity of the Bonds, the Issuer shall give notice of such termination in the same manner as for a Listed Event with respect to the Bonds under Section 6(a).

SECTION 8. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent or successor Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge such Dissemination Agent, with or without appointing a successor Dissemination Agent. If the Issuer discharges the Dissemination Agent without appointing a successor Dissemination Agent, the Issuer shall use best efforts to appoint a successor Dissemination Agent within thirty (30) days of such discharge. If at any time there is not any other designated Dissemination Agent, the Issuer shall be the Dissemination Agent. The initial Dissemination Agent appointed hereunder shall be UMB Bank, N.A. The Issuer will give prompt written notice to the Developer, or any other party responsible for providing quarterly information pursuant to the Disclosure Agreement of Developer, of any change in the identity of the Dissemination Agent under the Disclosure Agreement of Developer. The Dissemination Agent may resign at any time with thirty (30) days' written notice to the Issuer.

SECTION 9. Amendment; Waiver. Notwithstanding any other provisions of this Disclosure Agreement, the Issuer, the Administrator, and the Dissemination Agent may jointly amend this Disclosure Agreement (and the Dissemination Agent shall not unreasonably withhold its consent to any amendment so requested in writing by the Issuer or the Administrator), and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4, 5, or 6(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the delivery of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either (i) is approved by the Holders of the Bonds in the same manner as provided in the Indenture for amendments to the Indenture with the consent of Holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or beneficial owners of the Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the Issuer shall describe such amendment in the next related Annual Financial Information, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 6(a), and (ii) the Annual Financial Information for the Fiscal Year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. No amendment which adversely affects the Dissemination Agent may be made without its prior written consent (which consent will not be unreasonably withheld or delayed).

SECTION 10. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Financial Information, Annual Financial Statements, Annual Collections Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Financial Information, Annual Financial Statements, Annual Collections Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Financial Information, Annual Financial Statements, Annual Collections Report or notice of occurrence of a Listed Event.

SECTION 11. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Agreement, the Dissemination Agent or any Holder or beneficial owner of the Bonds may, and the Dissemination Agent (at the written request of any Participating Underwriter or the Holders of at least twenty-five percent (25%) aggregate principal amount of Outstanding Bonds and upon being indemnified to its satisfaction against all costs, fees, expenses and liabilities for such actions) shall, take such actions as may be necessary and appropriate to cause the Issuer to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Indenture with respect to the Bonds, and the sole remedy under this Disclosure Agreement in the event of any failure of the Issuer to comply with this Disclosure Agreement shall be an action for mandamus or specific performance. A default under this Disclosure Agreement shall not be deemed a default under the Disclosure Agreement of Developer and a default under the Disclosure Agreement of Developer shall not be deemed a default under this Disclosure Agreement.

SECTION 12. Duties, Immunities and Liabilities of Dissemination Agent and Administrator.

(a) Notwithstanding anything to the contrary contained herein, the Dissemination Agent shall not have any duty with respect to the content of any disclosures made pursuant to the terms hereof. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement, and no implied covenants shall be read into this Disclosure Agreement with respect to the Dissemination Agent. To the extent permitted by law, the Issuer agrees to indemnify and hold harmless the Dissemination Agent, its officers, directors, employees and agents, but only from Annual Collection Costs collected from the property owners in Major Improvement Area, against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities that are finally adjudicated by a court of competent jurisdiction to have directly resulted from to the Dissemination Agent's negligence or willful misconduct; provided, however, that nothing herein shall be construed to require the Issuer to indemnify the Dissemination Agent for losses, expenses or liabilities arising from information provided to the Dissemination Agent by the Developer or the failure of the Developer to provide information to the Dissemination Agent as and when required under the Disclosure Agreement of Developer. The obligations of the Issuer under this Section shall survive termination of this Disclosure Agreement, resignation or removal of the Dissemination Agent and payment in full of the Bonds. Nothing in this Disclosure Agreement shall be construed to mean or to imply that the Dissemination Agent is an "obligated person" under the Rule. If the Issuer does not provide the Dissemination Agent with the Annual Financial Information or Annual Financial Statements in accordance with Section 4(a) and 4(b), respectively, or the Annual Collections Report in accordance with Section 5(a), the Dissemination Agent shall not be responsible for the failure to submit Annual Financial Information, Annual Financial Statements, or the Annual Collections Report, as applicable, to the MSRB. The Dissemination Agent is not acting in a fiduciary capacity in connection with the performance of its respective obligations hereunder. The fact that the Dissemination Agent may have a banking or other business relationship with the Issuer or any person with whom the Issuer contracts in connection with the transaction described in the Indenture, apart from the relationship created by the Indenture or this Disclosure Agreement, shall not be construed to mean the Dissemination Agent has actual knowledge of any event described in Section 6 above, except as may be provided by written notice to the Dissemination Agent pursuant to this Disclosure Agreement. The Dissemination Agent shall not in any event incur any liability with respect to (i) any action taken or omitted to be taken in good faith upon advice of legal counsel given with respect to any question relating to duties and responsibilities of the Dissemination Agent hereunder, or (ii) any action taken or omitted to be taken in reliance upon any document delivered to the Dissemination Agent and believed to be genuine and to have been signed or presented by the proper party or parties.

The Dissemination Agent may, from time to time, consult with legal counsel of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or its duties hereunder, and the Dissemination Agent shall not incur any liability and shall be fully protected in acting or refraining from acting in good faith upon the advice of such legal counsel.

The Issuer, the Administrator and the Dissemination Agent agree that the legal expenses of the Dissemination Agent, which it is expressly entitled to be paid under this paragraph 12(a), are expenses which may be paid from the Annual Collection Costs.

(b) The Administrator shall not have any duty with respect to the content of any disclosures made pursuant to the terms hereof. The Administrator shall have only such duties as are specifically set forth in this Disclosure Agreement, and no implied covenants shall be read into this Disclosure Agreement with respect to the Administrator. To the extent permitted by law, the Issuer agrees to indemnify and hold harmless the Administrator, its officers, directors, employees and agents, but only from Annual Collection Costs collected from the property owners in Major Improvement Area, against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including reasonable attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Administrator's negligence or willful misconduct; provided, however, that nothing herein shall be construed to require the Issuer to indemnify the Administrator for losses, expenses or liabilities arising from information provided to the Administrator by third parties, or the failure of any third party to provide information to the Administrator as and when required under this Disclosure Agreement, or the failure of the Developer to provide information to the Administrator as and when required under the Disclosure Agreement of Developer. The obligations of the Issuer under this Section shall survive resignation or removal of the Administrator and payment in full of the Bonds. Nothing in this Disclosure Agreement shall be construed to mean or to imply that the Administrator is an "obligated person" under the Rule. The Administrator is not acting in a fiduciary capacity in connection with the performance of its respective obligations hereunder. The Administrator shall not in any event incur any liability with respect to (i) any action taken or omitted to be taken in good faith upon advice of legal counsel given with respect to any question relating to duties and responsibilities of the Administrator hereunder, or (ii) any action taken or omitted to be taken in reliance upon any document delivered to the Administrator and believed to be genuine and to have been signed or presented by the proper party or parties.

The Administrator may, from time to time, consult with legal counsel of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or its duties hereunder, and the Administrator shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel.

The Issuer, the Administrator and the Dissemination Agent agree that the legal expenses of the Administrator, which it is expressly entitled to be paid under this paragraph 12(b), are expenses which may be paid from the Annual Collection Costs.

(c) UNDER NO CIRCUMSTANCES SHALL THE DISSEMINATION AGENT, THE ADMINISTRATOR, OR THE ISSUER BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY ANY PARTY TO THIS DISCLOSURE AGREEMENT, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS DISCLOSURE AGREEMENT, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE. THE DISSEMINATION AGENT AND THE ADMINISTRATOR ARE UNDER NO OBLIGATION NOR ARE THEY REQUIRED TO BRING SUCH AN ACTION, EXCEPT AS DESCRIBED IN SECTION 11 WITH RESPECT TO THE DISSEMINATION AGENT.

SECTION 13. Assessment Timeline. The basic expected timeline for the collection of Assessments and the anticipated procedures for pursuing the collection of delinquent Assessments is set

forth in Exhibit D which is intended to illustrate the general procedures expected to be followed in enforcing the payment of delinquent Assessments. Except as expressly set forth in the body of this Disclosure Agreement, the Dissemination Agent has no duties or obligations with respect to Exhibit D. Failure to adhere to such expected timeline shall not constitute a default by the Issuer under this Disclosure Agreement, the Indenture, the Bonds, or any other document related to the Bonds.

SECTION 14. No Personal Liability. No covenant, stipulation, obligation or agreement of the Issuer, the Administrator, or the Dissemination Agent contained in this Disclosure Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future council members, officer, agent or employee of the Issuer, the Administrator, or the Dissemination Agent in other than that person's official capacity.

SECTION 15. Severability. In case any section or provision of this Disclosure Agreement, or any covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder or any application thereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect the remainder thereof or any other section or provision thereof or any other covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder (except to the extent that such remainder or section or provision or other covenant, stipulation, obligation, agreement, act or action, or part thereof is wholly dependent for its operation on the provision determined to be invalid), which shall be construed and enforced as if such illegal or invalid portion were not contained therein, nor shall such illegality or invalidity of any application thereof affect any legal and valid application thereof, and each such section, provision, covenant, stipulation, obligation, agreement, act or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

SECTION 16. Sovereign Immunity. The Dissemination Agent and the Administrator agree that nothing in this Disclosure Agreement shall constitute or be construed as a waiver of the Issuer's sovereign or governmental immunities regarding liability or suit.

SECTION 17. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Administrator, the Dissemination Agent, the Participating Underwriter, and the Holders and the beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity. Nothing in this Disclosure Agreement is intended or shall act to disclaim, waive or otherwise limit the duties of the Issuer under federal and state securities laws.

SECTION 18. Dissemination Agent and Administrator Compensation. The fees and expenses incurred by the Dissemination Agent and the Administrator for their respective services rendered in accordance with this Disclosure Agreement constitute Annual Collection Costs and will be included in the Annual Installments as provided in the annual updates to the Service and Assessment Plan. The Issuer shall pay or reimburse the Dissemination Agent and the Administrator, but only with funds to be provided from the Annual Collection Costs component of the Annual Installments collected from the property owners in Major Improvement Area, for the fees and expenses for their respective services rendered in accordance with this Disclosure Agreement.

SECTION 19. Statutory Verifications. The Dissemination Agent and the Administrator each respectively make the following representations and verifications pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into

this Disclosure Agreement. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Dissemination Agent or the Administrator, as applicable, within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Disclosure Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Disclosure Agreement, notwithstanding anything in this Disclosure Agreement to the contrary.

(a) Not a Sanctioned Company. The Dissemination Agent and Administrator each respectively represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Dissemination Agent, Administrator and each of their respective parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

(b) No Boycott of Israel. The Dissemination Agent and Administrator each respectively hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Disclosure Agreement. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.

(c) No Discrimination Against Firearm Entities. The Dissemination Agent and the Administrator each respectively hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Disclosure Agreement. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3), Government Code.

(d) No Boycott of Energy Companies. The Dissemination Agent and Administrator each respectively hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Disclosure Agreement. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.

SECTION 20. Disclosure of Interested Parties. Pursuant to Section 2252.908(c)(4), Texas Government Code, as amended, the Dissemination Agent hereby certifies it is a publicly traded business entity and is not required to file a Certificate of Interested Parties Form 1295 related to this Disclosure Agreement. Submitted herewith is a completed Form 1295 in connection with the Administrator's participation in the execution of this Disclosure Agreement generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). The Issuer hereby confirms receipt of the Form 1295 from the Administrator and the Issuer agrees to acknowledge such form with the TEC through its electronic filing application not later than the thirtieth (30th) day after the receipt of such form. The Administrator and the Issuer understand and agree that, with the exception of

information identifying the Issuer and the contract identification number, neither the Issuer nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Administrator; and, neither the Issuer nor its consultants have verified such information.

SECTION 21. Notice. Any written notice required to be given or made hereunder among or between any of the Issuer, the Trustee, the Administrator, the Dissemination Agent and/or Participating Underwriter, shall be given or made by e-mail, hand delivery, overnight courier, or by United States mail, certified or registered mail, return receipt requested, postage prepaid, at the addresses listed below or at such other addresses as any be specified in writing by any party hereto to the other parties hereto. If the required notice is provided or delivered by e-mail, the sender must request a read or delivery receipt from the recipient confirming that the recipient received the e-mail or the e-mail was delivered with such notice. Failure of any party to this Disclosure Agreement to provide proof of an e-mail read receipt or delivery receipt does not constitute a breach or default by such under this Disclosure Agreement.

If to the Trustee or Dissemination Agent:
UMB Bank, N.A.
Attn: Robert Rodriguez
6034 West Courtyard Drive, Suite 225
Email: Austin, TX 78730
robert.rodriguez@umb.com

If to Administrator:
P3Works, LLC
9284 Huntington Square, Ste 100
North Richland Hills, Texas 76182
Email: admin@p3-works.com

If to the Issuer:
City of Georgetown
Attn: City Manager
808 Martin Luther King Jr. St.
Georgetown, Texas 78626
Email: ms@georgetowntexas.gov

If to Participating Underwriter:
FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034
E-mail: Tdavenport@fmsbonds.com

SECTION 22. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of Texas.

SECTION 23. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The Issuer, the Administrator, and the Dissemination Agent agree that electronic signatures to this Disclosure Agreement may be regarded as original signatures.

(Signature pages follow.)

CITY OF GEORGETOWN, TEXAS

By: _____
Mayor

UMB Bank, N.A.
(as Dissemination Agent)

By: _____
Authorized Officer

P3Works, LLC
(as Administrator)

By: _____
Authorized Officer

EXHIBIT A

NOTICE TO MSRB OF FAILURE TO FILE
[ANNUAL FINANCIAL INFORMATION][ANNUAL COLLECTIONS REPORT]
[AUDITED/UNAUDITED ANNUAL FINANCIAL STATEMENTS]

Name of Issuer:	City of Georgetown, Texas
Name of Bond Issue:	Special Assessment Revenue Bonds, Series 2026 (Heirloom Public Improvement District Major Improvement Area Project) (the "Bonds")
CUSIP Nos.	[insert CUSIP NOs.]
Date of Delivery:	_____, 2026

NOTICE IS HEREBY GIVEN that the City of Georgetown, Texas (the "Issuer"), has not provided [an Annual Financial Information][an Annual Collections Report][audited/unaudited Annual Financial Statements] with respect to the Bonds as required by the Continuing Disclosure Agreement of Issuer dated as of November 1, 2026, by and among the Issuer, P3Works, LLC, as "Administrator," and UMB Bank, N.A., as "Dissemination Agent." The Issuer anticipates that [the Annual Financial Information][the Annual Collections Report][audited/unaudited Annual Financial Statements] will be filed by _____.

Dated: _____

UMB Bank, N.A.,
on behalf of the City of Georgetown, Texas
(as Dissemination Agent)

By: _____

Title: _____

cc: City of Georgetown, Texas

EXHIBIT B

CITY OF GEORGETOWN, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026
(HEIRLOOM PUBLIC IMPROVEMENT DISTRICT
MAJOR IMPROVEMENT AREA PROJECT)

ANNUAL FINANCIAL INFORMATION*

Delivery Date: _____, 20__

CUSIP Nos: [insert CUSIP Nos.]

DISSEMINATION AGENT

Name: UMB Bank, N.A.
Address: 6034 West Courtyard Drive, Suite 225
City: Austin, TX 78730
Telephone: (512) 582-5859
Contact Person: Attn: Robert Rodriguez

Section 4(a)(i)

BONDS OUTSTANDING

Maturity Date	Interest Rate	Original Principal Amount	Outstanding Principal Amount	Outstanding Interest Amount
				–
				–
		Total		

INVESTMENTS

Fund/ Account Name	Investment Description	Par Value(1)	Book Value(1)	Market Value(1)

(1) As such information is provided by the Trustee.

*Excluding audited financial statements of the Issuer

ASSETS AND LIABILITIES OF TRUST ESTATE

Cash Position of Trust Estate for statements dated September 30, 20[__]		
[List of Funds/Accounts Held Under Indenture]	Amount In the Fund	
Total		A
Bond Principal Amount Outstanding		B
Outstanding Assessment Amount to be collected		C
Net Position of Trust Estate and Outstanding Bonds and Assessments		A-B+C

September 30, 20[__] Trust Statements: ☐ Audited ☐ Unaudited

Accounting Type: ☐ Cash ☐ Accrual ☐ Modified Accrual

Section 4(a)(ii)

FINANCIAL INFORMATION AND OPERATING DATA WITH RESPECT TO THE ISSUER OF THE GENERAL TYPE AND IN SUBSTANTIALLY SIMILAR FORM PROVIDED IN THE FOLLOWING TABLES AS OF THE END OF THE FISCAL YEAR

Debt Service Requirements on the Bonds

Year Ending (September 30)	Principal	Interest	Total

Top [Five] Assessment Payers in Major Improvement Area [(1)]

Property Owner	No. of Parcels/Lots	Percentage of Parcels/Lots	Outstanding Assessments	Percentage of Total Assessments

[(1)] Does not include those owing less than one percent (1%) of total Assessments.

Assessed Value of Major Improvement Area of the District

The [YEAR] certified total assessed value for the Assessed Property in Major Improvement Area of the District is approximately $[AMOUNT] according to the Williamson Central Appraisal District.

Foreclosure History Related to the Assessments for the Past Five Fiscal Years

Fiscal Year Ended (9/30)	Delinquent Assessment Amount not in Foreclosure Proceedings	Parcels in Foreclosure Proceedings	Delinquent Assessment Amount in Foreclosure Proceedings	Foreclosure Sales	Foreclosure Proceeds Received
	$		$		$
20__					
20__					
20__					
20__					
20__					

[insert any necessary footnotes]

Collection and Delinquency History of Annual Installments for the Past Five Fiscal Years

Fiscal Year Ended (9/30)	Total Annual Installment Billed	Parcels Levied[(1)]	Delinquent Amount as of 3/1	Delinquent % as of 3/1	Delinquent Amount as of [9/1]	Delinquent % as of [9/1]	Total Annual Installments Collected[(2)]
	$		$	%	$	%	$
20__							
20__							
20__							
20__							
20__							

[(1)] Pursuant to Section 31.031, Texas Tax Code, certain veterans, persons aged 65 or older, and the disabled, who qualify for an exemption under either Section 11.13(c), 11.32, or 11.22, Texas Tax Code, are eligible to pay property taxes in four equal installments ("Installment Payments"). Effective January 1, 2018, pursuant to Section 31.031(a-1), Texas Tax Code, the Installment Payments are each due before February 1, April 1, June 1, and August 1. Each unpaid Installment Payment is delinquent and incurs penalties and interest if not paid by the applicable date.

[(2)] [Does/does not] include interest and penalties.

Parcel Numbers for Delinquencies Equaling or Exceeding 10% of Annual Installments Due

For the past five Fiscal Years, if the total amount of delinquencies as of September 1 equals or exceeds ten percent (10%) of the amount of Annual Installments due, a list of parcel numbers for which the Annual Installments are delinquent.

Fiscal Year Ended (9/30)	Delinquent % as of 9/1	Parcel Numbers
	%	
20__		
20__		

History of Prepayment of Assessments for the Past Five Fiscal Years

Fiscal Year Ended (9/30)	Number of Prepayments	Amount of Prepayments	Bond Call Date	Amount of Bonds Redeemed
		$		$
20__				
20__				
20__				
20__				
20__				

[insert any necessary footnotes]

ITEMS REQUIRED BY SECTION 4(a)(iii) - (iv)

[Insert a line item for each applicable listing]

EXHIBIT C

CITY OF GEORGETOWN, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026
(HEIRLOOM PUBLIC IMPROVEMENT DISTRICT
MAJOR IMPROVEMENT AREA PROJECT)

ANNUAL COLLECTIONS REPORT

Delivery Date: _____, 20__

CUSIP Nos: [insert CUSIP Nos.]

DISSEMINATION AGENT

Name: [_____]
Address: [_____]
City: [_____, Texas _____]
Telephone: (___) ___-____
Contact Person: Attn: _____

SELECT FINANCIAL INFORMATION AND OPERATING DATA WITH RESPECT TO THE COLLECTION OF ASSESSMENTS COVERING THE PERIOD BEGINNING WITH THE FIRST DAY OF THE FISCAL YEAR SUCCEEDING THE REPORTING FISCAL YEAR THROUGH THE COLLECTIONS REPORTING DATE PROVIDED IN COMPLIANCE WITH SUBSECTION 5(A) OF THE ISSUER'S DISCLOSURE AGREEMENT

Foreclosure History Related To The Annual Installments[(1)]

Succeeding Fiscal Year	Delinquent Annual Installment Amount not in Foreclosure Proceedings	Parcels in Foreclosure Proceedings	Delinquent Annual Installment Amount in Foreclosure Proceedings	Foreclosure Sales	Foreclosure Proceeds Received
20__	$		$		$

(i) Period covered includes October 1, 20__ through March 1, 20__.

Collection and Delinquency of Annual Installments [1]

Succeeding Fiscal Year	Total Annual Installments Levied	Parcels Levied[2]	Delinquent Amount as of 3/1	Delinquent % as of 3/1	Total Annual Installments Collected[3]
20__	$		$	%	$

[1] Period covered includes October 1, 20__ through March 1, 20__.

[2] Pursuant to Section 31.031, Texas Tax Code, certain veterans, persons aged 65 or older, and the disabled, who qualify for an exemption under either Section 11.13(c), 11.32, or 11.22, Texas Tax Code, are eligible to pay property taxes in four equal installments ("Installment Payments"). Effective January 1, 2018, pursuant to Section 31.031(a-1), Texas Tax Code, the Installment Payments are each due before February 1, April 1, June 1, and August 1. Each unpaid Installment Payment is delinquent and incurs penalties and interest if not paid by the applicable date.

[3] [Does/does not] include interest and penalties.

Prepayment of Assessments[1]

Succeeding Fiscal Year	Number of Prepayments	Amount of Prepayments	Bond Call Date	Amount of Bonds Redeemed
		$		$

[1] Period covered includes October 1, 20__ through March 1, 20__.

EXHIBIT D

BASIC EXPECTED TIMELINE FOR ASSESSMENT COLLECTIONS AND PURSUIT OF DELINQUENCIES[1]

Date	Delinquency Clock (Days)	Activity
January 31		Assessments are due.
February 1	1	Assessments delinquent if not received.
February 15	15	Immediately upon receipt, but in no event later than February 15, Issuer forwards payment to Trustee for all collections received, along with detailed breakdown. Subsequent payments and relevant details will follow monthly thereafter. Issuer and/or Administrator should be aware of actual and specific delinquencies. Administrator should be aware if Reserve Fund needs to be utilized for debt service payments during the corresponding Fiscal Year. Issuer and Administrator should determine if previously collected surplus funds, if any, plus actual Annual Installment collections will be fully adequate for debt service in the corresponding March and September. **If there is to be a shortfall of any Annual Installments due to be paid that Fiscal Year, the Trustee and the Dissemination Agent should be immediately notified in writing**.
March 15	43/44	Trustee pays bond interest payments to Holders. Issuer, or the Trustee on behalf of the Issuer, to notify Dissemination Agent in writing of the occurrence of a draw on the Reserve Fund and, following receipt of such notice, Dissemination Agent to notify MSRB of such draw or the Reserve Fund, if applicable.

[1] Illustrates anticipated dates and procedures for pursuing the collection of delinquent Annual Installments of Assessments, which dates and procedures shall be in accordance with Chapters 31, 32, 33, and 34, Texas Tax Code, as amended (the "Code"), and the Tax/Assessor Collector's procedures, and are subject to adjustment by the Issuer. If the collection and delinquency procedures under the Code are subsequently modified, whether due to an executive order of the Governor of Texas, an amendment to the Code, or otherwise, such modifications shall control.

April 1	59/60	At this point, if total delinquencies are under 5% and if there is adequate funding in the Pledged Revenue Fund for transfer to the Principal and Interest Account for full September payments, no further action is anticipated for collection of Assessments except that the Issuer or Administrator, working with the City Attorney or an appropriate designee, will begin process to cure deficiency.
July 1	**152/153**	**Issuer, or the Administrator on behalf of the Issuer, determines whether or not any Annual Installments are delinquent and, if such delinquencies exist, the Issuer commences as soon as practicable appropriate and legally permissible actions to obtain such delinquent Annual Installments, in accordance with the County Tax Assessor-Collector procedures.** [2] **Preliminary Foreclosure activity commences in accordance with Tax Assessor/Collector's procedures.** **Issuer notifies Trustee and Dissemination Agent in writing of the commencement of preliminary foreclosure activity.** If Dissemination Agent has not received Foreclosure Schedule and Plan of Collections, Dissemination Agent to request same from the Issuer. If the Issuer has not provided the Dissemination Agent with Foreclosure Schedule and Plan of Collections and if instructed by the Holders under Section 11.2 of the Indenture, Trustee requests that the Issuer commence foreclosure or provide plan for collection and deliver such plan to the Dissemination Agent.
August 15	197/198	The designated lawyers or law firm will be preparing the formal foreclosure documents and will provide periodic updates to the Dissemination Agent for dissemination to those Holders who have requested to be notified of collections progress. The goal for the foreclosure actions is a filing by no later than August 15 (day 197/198).

[2] If the collection and delinquency procedures under the Code are subsequently modified, whether due to an executive order of the Governor of Texas or an amendment to the Code, such modifications shall control.

		Foreclosure action to be filed with the court as soon as practicable, in accordance with the Tax Assessor/Collector's procedures. **Issuer notifies Trustee and Dissemination Agent of Foreclosure filing status in writing. Dissemination Agent notifies Holders**. If Holders and Dissemination Agent have not been notified of a foreclosure action, Dissemination Agent will notify the Issuer that it is appropriate to file action.
August 20	202/203	Issuer forwards payment to Trustee for all Pledged Revenues received as of August 20, along with detailed breakdown, or causes amounts in the Project Collection Fund to be transferred by the Trustee either to the Pledged Revenue Fund or to the Administrative Fund, as directed by the Issuer pursuant to a City Certificate, as applicable.

Council Action

AN ORDINANCE AUTHORIZING THE ISSUANCE OF THE "CITY OF GEORGETOWN, TEXAS SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026 (HEIRLOOM PUBLIC IMPROVEMENT DISTRICT PROJECT)"; APPROVING AND AUTHORIZING AN INDENTURE OF TRUST, A BOND PURCHASE AGREEMENT, AN OFFERING MEMORANDUM, A CONTINUING DISCLOSURE AGREEMENT AND OTHER AGREEMENTS AND DOCUMENTS IN CONNECTION THEREWITH; MAKING FINDINGS WITH RESPECT TO THE ISSUANCE OF SUCH BONDS; AND PROVIDING AN EFFECTIVE DATE

City of Georgetown, Texas
City Council
October 27, 2026

SUBJECT:
Resolution Finding of Public Convenience and Necessity and Authorizing Eminent Domain Proceedings - Wolf Ranch Parkway Road Expansion Project from SH29 to Rivery Boulevard

SUGGESTED ACTION:
Consideration and possible action to approve a Resolution of Public Convenience and Necessity pursuant to Government Code Section 2206.053, thereby authorizing finding that portions of property located at 141 Belford Street, Georgetown, Texas 78628, currently owned by Owners Association of Wolf Ranch Residential Community Association, Inc., is necessary for the Wolf Ranch Road Improvements Project; and authorizing eminent domain proceedings for the acquisition of fee simple right-of-way ("ROW"), drainage easement and temporary construction easement, or any lesser interest from said property -- Scott Mikel, Real Estate Services Coordinator

ITEM SUMMARY:

Staff and the City's designated Project Right-Of-Way Acquisition consultant are in the process of negotiating the acquisition of the necessary ROW, drainage easement, and temporary construction easement ("TCE") across portions of property along the Project limits, as part of the planned roadway improvements to Wolf Ranch Pkwy. The owner of this parcel that is impacted by this Project has not agreed to the City's acquisition offer. A Final Offer has been sent to the property owner in an attempt to settle the ROW/drainage easement/TCE acquisition. However, if negotiations continue to fail and in order to meet the desired Project construction schedule and avoid delays, an eminent domain proceeding may have to be initiated to complete the acquisition of the necessary ROW/drainage easement/TCE. Staff and the City's acquisition consultant will continue working with the impacted property owner, attempting to reach acquisition settlements, up to the time condemnation action is filed. A resolution finding public convenience and necessity ("PCN Resolution") authorizing the acquisition of the necessary land rights by condemnation is necessary to ensure that the acquisition process complies with eminent domain law and to avoid delays in acquiring the property.

FINANCIAL IMPACT:
N/A

SUBMITTED BY:
Susan Demeo, City Attorney's Office/ Real Estate

ATTACHMENTS:
2026.09.22 - Wolf Ranch Roadway Expansion Parcels 4&5 PCN Resolution with Exhibit - Final.pdf
2026.10.27_Council_PPPt_Wolf Ranch Roadway Expansion Parcels 4&5 - PCN (Final).pdf

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, FINDING PUBLIC CONVENIENCE AND NECESSITY FOR THE WOLF RANCH PARKWAY ROAD IMPROVEMENTS PROJECT; AUTHORIZING EMINENT DOMAIN PROCEEDINGS, IF NECESSARY, FOR THE ACQUISITION OF REAL PROPERTY RIGHTS; REPEALING CONFLICTING RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, in order to facilitate the safe and efficient movement of people and goods within Georgetown, Texas, to control the flow of stormwater within its jurisdiction, to preserve the financial investment of the public in its roadway infrastructure, and to protect the safety of the public, the City of Georgetown (the "City") hereby finds that public convenience and necessity requires the acquisition of fee simple interest, and/or easement interest, and/or lesser real property interest in all or a portion of the following properties (collectively, the "Property") for the purposes of laying out, opening, constructing, reconstructing, maintaining, widening, extending, and operating Wolf Ranch Parkway, from SH 29 to Rivery Boulevard, in Williamson County, Texas, including any drainage improvements necessary therefore (the "Project"):

Parcels P4 and P5, a 0.1021-acre portion, 0.4086-acre portion, a 0.0936-acre portion, and a 0.0020-acre portion from tracts of land owned by Owners Association of Wolf Ranch Residential Community Association, Inc., located at 1001 Legacy Xing, Georgetown, TX 78628, WCAD No. R551110 and 141 Belford St., Georgetown, TX 78628, WCAD No. R551183, as more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

WHEREAS, as provided for in Sections 251.001 and 273.001 of the Texas Local Government Code, the City finds and determines that the Property is necessary or convenient for the purposes of laying out, opening, constructing, reconstructing, maintaining, widening, extending, and operating the above described Project in Williamson County, Texas, including roadway improvements, drainage improvements, utility improvements, public utility infrastructure improvements, and/or other public uses and purposes related thereto as permitted by law, and it is necessary to acquire fee simple interest, and/or easement interest, and/or lesser real property interest in the Property or a portion thereof. The City finds and determines that condemnation of the Property, or a portion thereof, may be required.

WHEREAS, in order to effectuate the Project, it will be necessary and convenient that the employees, agents, and/or representatives of the City to lay out the Project and acquire the necessary right of way and temporary construction easements upon, over, under and across the Property for the purpose of construction, reconstruction, operation, and maintenance of roadway and drainage infrastructure improvements, and appurtenances thereto, and for the use of any excavated materials from the Property for use in construction of such infrastructure improvements;

WHEREAS, it may be necessary to hire engineers, surveyors, appraisers, attorneys, title companies, architects, or other persons or companies to effect the acquisition of the Property for the Project;

WHEREAS, in order to acquire the Property, it will be or has been necessary for the City's employees, agents, and/or representatives, to enter upon the Property for the purposes of surveying and establishing said land titles and to determine adequate compensation for the Property, to conduct tests, and to negotiate with the owners thereof for the purchase of the land titles; and,

WHEREAS, it is necessary to set out procedures for the establishment and approval of just compensation for Property to be acquired for the Project;

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

Section 1. The meeting at which this Resolution was approved was conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 2. The facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim.

Section 3. In order to promote the public health, safety, and welfare, public convenience and necessity requires the acquisition of fee simple interest in, and/or easement rights in, and/or lesser real property interest in the real property described hereinabove for the purposes of laying out, opening, constructing, reconstructing, maintaining, widening, extending, and operating the Project in Williamson County, Texas, including roadway and drainage improvements, and/or other public uses and purposes as permitted by law.

Section 4. The City's employees, agents, and/or representatives are hereby authorized to:

a. Lay out the exact location of the land area needed from the Property;

b. Hire such engineers, surveyors, appraisers, title companies, architects, and other persons or companies needed to effect the laying out of the facilities for the Project, the establishment and acquisition of the required right-of-way, and the construction of permanent infrastructure improvements, and appurtenances thereto;

c. Enter upon any property necessary for the purpose of surveying and establishing the title, in order to determine adequate compensation for the rights being acquired, and to conduct tests;

d. Negotiate with the owner(s) of any such properties for the purchase thereof;

e. To purchase any necessary fee simple rights, or any lesser real property interest, on, over, under and across the Property, and execute all documents necessary to acquire such Property, all subject to the City Council's express approval of the specific, negotiated terms of the acquisition;

f. Initiate eminent domain proceedings against the owner(s), lienholders, and any owners of any other interests in the Property to obtain the necessary title(s) for the Property in the event the owner(s) fail(s) to accept a bona fide offer to purchase the Property; and

g. Take whatever further actions are deemed appropriate to economically effect the establishment of the Project and appurtenances thereto.

Section 5. The initiation of condemnation proceedings for the Property is adopted and authorized by a single order for the Property, and this first vote by the City applies to all of the Property identified.

Section 6. The City Attorney is hereby authorized to proceed to condemnation on the Property, if necessary, and directed to transmit or cause to be transmitted this request of the City to legal counsel to file or cause to be filed against all owners, lienholders, and any owners of any other interests in the Property, proceedings in condemnation to acquire in the name of and on behalf of the City, fee simple title to the Property or such lesser estates or property interests as determined necessary, save and except oil, gas, and sulfur, as provided by law.

Section 7. All previous acts and proceedings done or initiated by the City's employees, agents, and/or representatives for the establishment of the Project, including the negotiation for and/or acquisition of any necessary property rights in the Property are hereby authorized, ratified, approved, confirmed, and validated.

Section 8. 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 9. 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 10. The Mayor is hereby authorized to sign this Resolution and the City Secretary to attest. This resolution shall become effective and be in full force and effect immediately in accordance with the provisions of the City Charter of the City of Georgetown.

PASSED AND APPROVED on this ____ day of _____, 2026.

ATTEST: THE CITY OF GEORGETOWN:

By: _____ By: _____
Robyn Densmore, City Secretary Josh Schroeder, Mayor

APPROVED AS TO FORM:

_____
Skye Masson, City Attorney

EXHIBIT “A”

County: Williamson
Roadway: Wolf Ranch Parkway
Project Limits: Memorial Dr./C.R. 265 to Rivery Blvd.

PROPERTY DESCRIPTION FOR PARCEL P4

A 0.1021 ACRE (4,446 SQUARE FEET) TRACT OF LAND OUT OF LOT 1, A CALCULATED 2.035 ACRE OPEN SPACE TRACT, IN BLOCK A, WOLF RANCH WEST, SECTION 1A, PHASE 3, A SUBDIVISION IN THE CITY OF GEORGETOWN, AS RECORDED IN INSTRUMENT NUMBER, (INST.), 2016085463, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, (O.P.R.W.Co.TX.), SAID LOT 1, BEING DESCRIBED IN ERROR IN EXHIBIT “A”, 3RD PARAGRAPH, 1ST REFERENCED LOT, AS LOT 1, BLOCK B IN A DEED WITHOUT WARRANTY FROM H4WR PHASE 1 LLC, A TEXAS LIMITED LIABILITY COMPANY TO OWNERS ASSOCIATION OF WOLF RANCH RESIDENTIAL COMMUNITY ASSOCIATION, A TEXAS NONPROFIT CORPORATION, EXECUTED MAY 16, 2018, RECORDED IN INST. 2018043765, O.P.R.W.CO.TX., SAID ERROR BEING CORRECTED FROM LOT 1, BLOCK B TO LOT 1, BLOCK A, BY CORRECTION INST. 2025089968, O.P.R.W.Co.TX., SAID 0.1021 ACRE TRACT BEING IN THE JOSEPH P. PULSIFER NO. 3G, ABSTRACT 498, PATENTED IN CONFLICT WITH THE ORVILL PERRY SURVEY No. 1, ABSTRACT 10, WILLIAMSON COUNTY, TEXAS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING at a found 5/8 inch iron rod with yellow cap stamped “Pape-Dawson” on the existing north Right-of-Way, (R.O.W.), line of Memorial Drive, also known as County Road 265, (C.R. 265), (Variable Width R.O.W.), as established on Inst. 2005080398, O.P.R.W.Co.TX., being a point of intersection, (P.I.), corner on the south line of Lot 1;

THENCE, North 83º47’16” East, (called South 83°47’16” West), along and with the existing north R.O.W. line of Memorial Drive/C.R. 265, being the south line of Lot 1, a distance of 639.00 feet to a set 5/8 inch iron rod with yellow cap stamped “Pape-Dawson” for the westernmost corner and POINT OF BEGINNING of the herein described Parcel P4, said point having surface coordinates of N 10,204,855.23 and E 3,124,395.80;

THENCE, over and across Lot 1, along and with the proposed north R.O.W. line of Memorial Drive/C.R. 265, the following nine (9) courses and distances:

(1) North 73º30’11” East, a distance of 20.11 feet to a set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson” for an angle point;

(2) North 67º31’52” East, a distance of 64.23 feet to a set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson” for an angle point;

EXHIBIT “A”

(3) South 24º14’31” East, a distance of 11.60 feet to a set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson” with a Pape-Dawson washer for an angle point;

(4) North 65º45’29” East, a distance of 24.07 feet to a set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson” for an angle point;

(5) North 56º15’48” East, a distance of 5.99 feet to a set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson” for an angle point;

(6) North 35º47’07” East, a distance of 7.11 feet to a set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson” for an angle point;

(7) North 17º02’15” East, a distance of 13.57 feet to a set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson” for an angle point;

(8) North 26º35’58” West, a distance of 18.11 feet to a set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson” for an angle point;

(9) North 67º37’01” East, a distance of 46.17 feet to a set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson” for an angle point to a set Mag Nail with a Pape-Dawson washer on the existing west R.O.W. line of Wolf Ranch Parkway, (Variable Width R.O.W.), as established in Inst. 2005082789 & Inst. 2005082790, O.P.R.W.Co.TX., being on the east line of Lot 1;

(10) THENCE, South 02º13’01” East, along and with the existing west R.O.W. line of Wolf Ranch Parkway, being the east line of Lot 1, a distance of 54.79 feet to a found cotton spindle at the beginning of a cut-back line of the intersection of Wolf Ranch Parkway with Memorial Drive/C.R. 265;

THENCE, along and with the existing north R.O.W. line of Memorial Drive/C.R. 265, and the southeast, and south lines of Lot 1, the following three (3) courses and distances:

(11) South 39º18’07” West, a distance of 39.79 feet to a found 5/8 inch iron rod;

(12) North 86º04’33” West, a distances of 80.67 feet to a found 5/8 inch iron rod with cap stamped “Pape-Dawson”;

(13) South 83º47’16” West, a distance of 49.77 feet to the POINT OF BEGINNING and containing 0.1021 acres (4,446 square feet) in the City of Georgetown, Williamson County, Texas.

EXHIBIT “A”

PROPERTY DESCRIPTION FOR PARCEL P5

A 0.4086 ACRE (17,799 SQUARE FEET) TRACT OF LAND OUT OF LOT 1, A CALLED 31,371 SQUARE FEET OPEN SPACE TRACT IN BLOCK A, WOLF RANCH WEST, SECTION 1A, PHASE 1, A SUBDIVISION IN THE CITY OF GEORGETOWN, RECORDED IN INSTRUMENT No., (INST.) 2016085214, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, (O.P.R.W.Co.TX.), SAID 0.4086 BEING FURTHER OUT OF LOT 1, A CALCULATED 2.035 ACRE OPEN SPACE TRACT, IN BLOCK A, WOLF RANCH WEST, SECTION 1A, PHASE 3, A SUBDIVISION IN THE CITY OF GEORGETOWN, RECORDED IN INST. 2016085463, O.P.R.Co.TX., SAID LOT 1, BLOCK A, WOLF RANCH WEST, SECTION 1A, PHASE 1, BEING CORRECTLY DESCRIBED IN A DEED WITHOUT WARRANTY FROM H4WR PHASE 1 LLC, A TEXAS LIMITED LIABILITY COMPANY TO OWNERS ASSOCIATION OF WOLF RANCH RESIDENTIAL COMMUNITY ASSOCIATION, A TEXAS NONPROFIT CORPORATION, IN EXHIBIT “A”, 1ST PARAGRAPH, 1ST REFERENCED LOT, AS EXECUTED MAY 16, 2018, RECORDED IN INST. 2018043765, O.P.R.W.Co.TX., SAID LOT 1, WOLF RANCH WEST, SECTION 1A, PHASE 3, BEING DESCRIBED IN ERROR IN EXHIBIT “A”, 3RD PARAGRAPH, 1ST REFERENCED LOT, AS LOT 1, BLOCK B IN SAME SAID DEED WITHOUT WARRANTY, SAID ERROR BEING CORRECTED FROM LOT 1, BLOCK B TO LOT 1, BLOCK A, BY CORRECTION INST. 2025089968, O.P.R.W.Co.TX., SAID 0.4086 ACRE TRACT BEING IN THE JOSEPH P. PULSIFER No. 3G, ABSTRACT No. 498, PATENTED IN CONFLICT WITH THE ORVILL PERRY SURVEY No. 1, ABSTRACT 10, WILLIAMSON COUNTY, TEXAS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING at found 5/8 iron rod with yellow cap stamped “Pape-Dawson” for the southeast corner of Lot 21, Block A, being an interior ell corner of Lot 1, both in Phase 3;

THENCE, North 01º16’30” East, along and with the east line of Lot 21, being a west line of Lot 1, Phase 3, a distance of 20.63 feet to a set 5/8 iron rod with yellow cap stamped “Pape-Dawson” for the southwest corner and POINT OF BEGINNING of the herein described Parcel P5, said point having surface coordinates of N 10,205,071.50 and E 3,124,511.56;

THENCE, along and with the east lines of Lot 21, Lot 20, Lot 19, Lot 18, Lot 17, Lot 16, Lot 15, Lot 14, and Lot 13, Block A, Phase 3, being a west line of Lot 1, Phase 3, same being the proposed west R.O.W. line of Wolf Ranch Parkway the following seven (7) courses and distances:

(1) North 01º16’30” East, a distance of 132.38 feet to a calculated point behind a stone wall;

(2) North 03º23’48” East, a distance of 51.04 feet to a calculated point behind a stone wall;

EXHIBIT "A"

(3) North 03º38º41" East, a distance of 51.05 feet to a calculated point behind a stone wall;

(4) North 01º16"30" East, a distance of 51.00 to a calculated point behind a stone wall;

(5) North 00º45"51" East, a distance of 51.00 feet to a calculated point behind a stone wall;

(6) North 01º34"42" East, a distance of 51.00 feet to a calculated point behind a stone wall;

(7) North 07º39"13" East, a distance of 51.32 feet to a calculated point behind a stone wall for the southeast corner of Lot 12, Block A, being an interior corner of Lot 1, both in Phase 3;

(8) THENCE, North 09º12'47' East, over and across Lot 1, Phase 3, a distance of 119.71 feet to a set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson" on the northern most line of Lot 1, Phase 3, being a common line between Phase 1 and Phase 3, for a Point of Curvature, (P.C.), of a curve to the left;

THENCE, over and across Lot 1, Phase 1, the following three (3) courses and distances:

(9) 151.50 feet along the arc of said curve to the left, having a radius of 1,947.91 feet, a delta angle of 4º27'22", a chord bearing and distance of North 03º30'11" East, 151.46 feet to a set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson" for the Point of Tangency, (P.T.);

(10) North 01º16'30" East, a distance of 53.62 feet to a found 5/8 inch iron rod with yellow cap stamped "Pape-Dawson" for a P.I. corner;

(11) North 27º14'46" West, a distance of 10.48 feet to a found iron rod with an illegible cap on the existing south R.O.W. line of Legacy Crossing, (65 feet R.O.W.), as established in Phase 1, being the northernmost east corner of Lot 1, Phase 1, for the beginning of a cutback line at the intersection of Legacy Crossing with the existing west R.O.W. line of Wolf Ranch Parkway;

THENCE, along and with the existing west R.O.W. line of Wolf Ranch Parkway, being the northeast and east lines of Lot 1, Phase 1, and the east line of Lot 1, Phase 3, the following six (6) courses and distances:

(12) South 43º43'30" East, a distance of 35.36 feet to a set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson";

EXHIBIT "A"

(13) South 01º16'26" West, a distance of 37.83 feet to a found iron rod with cap stamped "Pape-Dawson" for a P.C. of a curve to the right;

(14) 159.57 feet along the short arc of said curve to the right passing a found 1/2 inch iron rod for the southeast corner of Lot 1, Phase 1, being the northeast corner of Lot 1, Phase 3, continuing for a full arc distance of 229.86 feet along the arc of said curve to the right, having a radius of 1,967.91 feet, a delta angle of 6º41'32", a chord bearing and distance of South 04º37'16" West, 229.73 feet to a found iron rod with yellow cap stamped "Pape-Dawson" for a Point of Reverse Curvature, (PRC);

(15) 362.28 feet along the arc of said curve to the left, having a radius of 2,031.91 feet, a delta angle of 10º12'56", a chord bearing and distance of South 02º51'34" West, 361.80 feet to a found iron rod with yellow cap stamped "Pape-Dawson" for a PRC;

(16) 49.50 feet along the arc of said curve to the right, having a radius of 884.05 feet, a delta angle of 3º12'28", a chord bearing and distance of South 00º38'40" East, 49.49 feet to a found iron rod with yellow cap stamped "Pape-Dawson" for a PRC;

(17) 66.12 feet along the arc of said curve to the left, having a radius of 1,349.75 feet, a delta angle of 2º48'24", a chord bearing and distance of South 00º26'38" East, 66.11 feet to a set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson", from which a found 1/2 inch iron rod bears, 9.17 feet along said arc;

(18) THENCE, South 88º09'10" West, over and across Lot 1, Phase 3 subdivision, a distance of 32.21 feet to the POINT OF BEGINNING and containing 0.4086 acres (17,799 square feet) in the City of Georgetown, Williamson County, Texas.

EXHIBIT "A"

County: Williamson
Roadway: Wolf Ranch Parkway
Project Limits: Memorial Dr./C.R. 265 to Rivery Blvd.

PROPERTY DESCRIPTION FOR DRAINAGE EASEMENT DE3

0.0936 ACRE, (4,078 SQUARE FEET), TRACT OF LAND OUT OF LOT 1, A CALCULATED 2.035 ACRE OPEN SPACE TRACT, IN BLOCK A, WOLF RANCH WEST, SECTION 1A, PHASE 3, A SUBDIVISION IN THE CITY OF GEORGETOWN, AS RECORDED IN INSTRUMENT NUMBER, (INST.), 2016085463, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, (O.P.R.W.Co.TX.), SAID LOT 1, BEING DESCRIBED IN ERROR IN EXHIBIT "A", 3RD PARAGRAPH, 1ST REFERENCED LOT, AS LOT 1, BLOCK B IN A DEED WITHOUT WARRANTY FROM H4WR PHASE 1 LLC, A TEXAS LIMITED LIABILITY COMPANY TO OWNERS ASSOCIATION OF WOLF RANCH RESIDENTIAL COMMUNITY ASSOCIATION, A TEXAS NONPROFIT CORPORATION, EXECUTED MAY 16, 2018, RECORDED IN INST. 2018043765, O.P.R.W.Co.TX., SAID ERROR BEING CORRECTED FROM LOT 1, BLOCK B TO LOT 1, BLOCK A, BY CORRECTION INST. 2025089968, O.P.R.W.Co.TX., SAID 0.0936 ACRE TRACT BEING IN THE JOSEPH P. PULSIFER No. 3G, ABSTRACT No. 498, PATENTED IN CONFLICT WITH THE ORVILL PERRY SURVEY No. 1, ABSTRACT 10, WILLIAMSON COUNTY, TEXAS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a found 1/2 inch iron rod on the existing north right-of-way, (R.O.W.), line of Memorial Drive, also known as County Road 265, (C.R. 265), a variable width R.O.W., as recorded in Inst. 2005080398, O.P.R.W.Co.TX., being the southeast corner and POINT OF BEGINNING of the herein described Drainage Easement DE3, said point having surface coordinates of N 10,204,721.61 and E 3,123,457.15;

(1.) THENCE, South 75º47'43" West, (record South 75º47'43" West), along and with the north R.O.W. line of Memorial Drive, being the south line of said Lot 1, a distance of 298.65 feet to a found 1/2 inch iron rod for the southwest corner, being the southeast corner of a called 39.17 acres described in Inst. 1997020098, O.P.R.W.Co.TX.;

(2.) THENCE, North 10º38'56" West, (record North 10º38'56" West), along and with the west line of said Lot 1, being the east line of said 39.17 acre tract, a distance of 14.03 feet, to a set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson" for the northwest corner;

EXHIBIT “A”

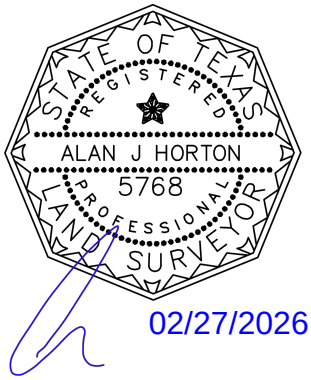
THENCE, traversing over, across, and through said Lot 1 two (2) courses and distances:

(3.) North 75º47’41” East, a distance of 283.77 feet, to a set 5/8 inch iron rod with yellow cap stamped “Pape-Dawson” for the northeast corner;

(4.) South 59°13’11” East, a distance of 19.81 feet to the POINT OF BEGINNING and containing 0.0936 acres (4,078 square feet) in the City of Georgetown, Texas.

All bearings and coordinates are based on the Texas Coordinate System established for the Central Zone from the North American Datum of 1983 NAD 83 (NA2011) epoch 2010.00. All distances and coordinates shown hereon are surface values represented in U.S. Survey Feet and may be converted to grid by dividing by a surface adjustment factor of 1.00004.

Note: Parcel plats of even date were prepared in conjunction with these property descriptions.



PREPARED BY:	Pape-Dawson Engineers, Texas Surveying Firm #10028800 10801 N. MoPac Expressway, Bldg. 3, Suite 200, Austin, Texas, 78759 (512) 454-8711
DATE:	December 18, 2025
REVISED:	February 27, 2026 – Updated Parcel 4 Boundary
JOB NO.	51423-04
DOC. ID.	H:\Survey\CIVIL\51423-04\dwg\Parcels\Legal Descriptions\Parcel P4_P5_D3 M&B_r1.docx

NOTES:

1) 5/8" IRON ROD WITH CAP STAMPED "PAPE-DAWSON" SET AT ALL PARCEL BOUNDARY CORNERS UNLESS NOTED OTHERWISE.
2) THE BEARINGS AND COORDINATES FOR THIS SURVEY ARE SURFACE VALUES IN US SURVEY FEET, BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00 FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE, WITH A SURFACE ADJUSTMENT FACTOR OF 1.00004 APPLIED.
3) ABSTRACTING COMPLETED IN MAY 2025.
4) FIELD SURVEY COMPLETED BETWEEN APRIL 29, 2025 AND MAY 01, 2025
5) A PROPERTY DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS PARCEL PLAT.

LEGEND:

C.R. 265	COUNTY ROAD 265 – MEMORIAL DRIVE
D.P.R.W.Co.TX.	DEED AND PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
D.R.W.Co.TX.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
FD	FOUND
FNC	FENCE
IR	IRON ROD
N.T.S.	NOT TO SCALE
SQ. FT.	SQUARE FEET
O.P.R.W.Co.TX.	OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
PR	PLAT RECORDS, WILLIAMSON COUNTY, TEXAS
P.U.E.	PUBLIC UTILITY EASEMENT
( )	RECORD INFORMATION FROM DEED OR PLAT
●	FOUND 5/8" IRON ROD WITH CAP STAMPED "PAPE-DAWSON" UNLESS NOTED OTHERWISE.
○	SET 5/8" IRON ROD WITH YELLOW PAPE-DAWSON CAP
△	SET MAG NAIL PAPE-DAWSON WASHER
	CALCULATED POINT
	LAND HOOK
	PARCEL BOUNDARY LINE
	ADJACENT PROPERTY LINE
	APPROXIMATE LOCATION OF ORIGINAL SURVEY LINE
	WOODED PRIVACY FENCE
	RECORD R.O.W. PARCEL LINE
	GUY WIRE
PP	POWER POLE
OHE	OVERHEAD ELECTRIC LINE
	WIRE FENCE
	LUMINARE STANDARD LIGHT POLE
	STORM DRAIN MANHOLE
	GAS MARKER
	VALVE
	FIRE HYDRANT

N.T.S.

[A] PARENT TRACT
LOT 1, (CALLED 31,371 SQ. FT.)
BLOCK A, OPEN SPACE
WOLF RANCH WEST, SECTION 1A, PHASE 1
INST. 2016085214, O.P.R.W.Co.TX.

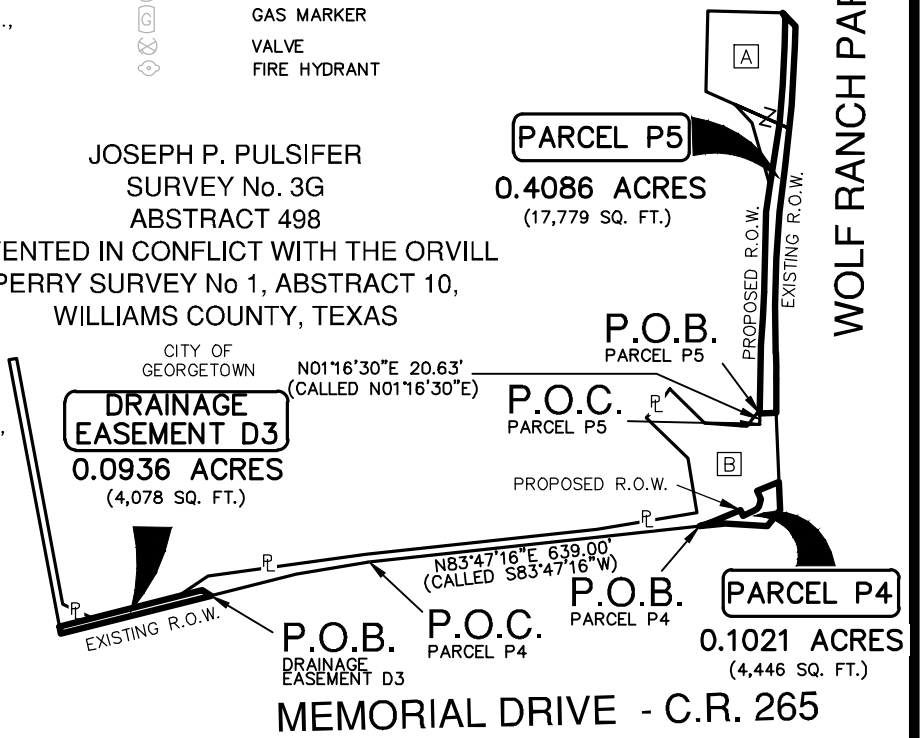
LOT 1, BLOCK A,
OPEN SPACE
WOLF RANCH WEST, SECTION 1A, PHASE 1
H4WR PHASE1, LLC,
A TEXAS LIMITED LIABILITY COMPANY
TO
OWNERS ASSOCIATION OF WOLF RANCH
RESIDENTIAL COMMUNITY ASSOCIATION, INC.,
A TEXAS NONPROFIT ORGANIZATION
MAY 16, 2018
INST. 2018043765, O.P.R.W.Co.TX.

[B] PARENT TRACT
LOT 1, CALCULATED 2.035 ACRES
BLOCK A, OPEN SPACE
WOLF RANCH WEST
SECTION 1A, PHASE 3
INST. 2016085463, O.P.R.W.Co.TX.

CALLED LOT 1, BLOCK B
LOT 1, BLOCK B (DOES NOT EXIST)
WOLF RANCH WEST, SECTION 1A, PHASE 3
H4WR PHASE1, LLC,
A TEXAS LIMITED LIABILITY COMPANY TO
OWNERS ASSOCIATION OF WOLF RANCH
RESIDENTIAL COMMUNITY ASSOCIATION, INC.,
A TEXAS NONPROFIT ORGANIZATION
MAY 16, 2018
INST. 2018043765, O.P.R.W.Co.TX.

CORRECTED FROM
LOT 1, BLOCK B
TO
LOT 1, BLOCK A
CORRECTION INSTRUMENT
NOVEMBER 07, 2025
INST. 2025089968
O.P.R.W.Co.TX.

JOSEPH P. PULSIFER
SURVEY No. 3G
ABSTRACT 498
PATENTED IN CONFLICT WITH THE ORVILL
PERRY SURVEY No 1, ABSTRACT 10,
WILLIAMS COUNTY, TEXAS



REV. NO.	DATE	DESCRIPTION	BY
1	02/26/26	UPDATED PARCEL 4 BOUNDARY	DC

WILLIAMSON COUNTY, TEXAS

PARCEL NO.	DEED ACREAGE	ACQUIRED ACRES (SQ. FT.)	ABSTRACT	ACRES (SQ.FT.) IN ORIGINAL SURVEY	REMAINDER
D3	2.035	0.0936 (4,078)	498	N/A	
P4		0.1021 (4,446)	498	N/A	
TOTAL		0.1957 (8,524)	498	N/A	1.839 LT
P5	2.755	0.4086 (17,799)	498	N/A	2.346 LT

PARCEL PLAT SHOWING
PARCEL P4, P5, & D3

FED. RD. DIV. NO.	COUNTY	STATE	ORIGINAL DATE			ROADWAY
X	WILLIAMSON	TEXAS	DECEMBER 2025			WOLF RANCH PARKWAY
DIST.	SCALE		CONT. NO.	SECT. NO.	JOB NO.	SHEET NO.
	N.T.S.					8 OF 14

STATE OF TEXAS
REGISTERED
ALAN J HORTON
5768
PROFESSIONAL
LAND SURVEYOR

02/27/2026

PAPE-DAWSON ENGINEERS
SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
10801 N MOPAC EXPY STE 200 | AUSTIN, TX 78759 | 512.454.8711
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

Date: Feb 27, 2026, 8:09am User ID: DCaballero
File: H:\Survey\CIVIL\51423-04\dwg\Parcels\Parcel P4 & P5_r1.dwg

REFERENCE:

REFERENCES:

This survey was prepared in conjunction with, but not solely relying on, the Title Commitment listed below.

PARCELS P4 & P5
Title Commitment: G.F. No. GT2503716
Texan Title Insurance Company
Date Effective: December 02, 2025
Date Issued: December 08, 2025

10. The following matters and all terms of the documents creating or offering evidence of the matters.

a. NOT A SURVEY ISSUE
b. NOT A SURVEY ISSUE
c. SUBJECT TO AS SHOWN
d. UNBUILDABLE (MAY BE SUBJECT TO)
e. UNBUILDABLE (MAY BE SUBJECT TO)
f. UNBUILDABLE (MAY BE SUBJECT TO)
g. UNBUILDABLE (MAY BE SUBJECT TO)
h. UNBUILDABLE (MAY BE SUBJECT TO)
i. DOES NOT AFFECT
j. DOES NOT AFFECT
k. DOES NOT AFFECT
l. SUBJECT TO (SHOWN HEREON)
m. DOES NOT AFFECT
n. UNBUILDABLE (MAY BE SUBJECT TO)
o. SUBJECT TO (SHOWN HEREON)
p. TERMS, CONDITIONS AND STIPULATIONS MAY APPLY
q. TERMS, CONDITIONS AND STIPULATIONS MAY APPLY
r. TERMS, CONDITIONS AND STIPULATIONS MAY APPLY
s. TERMS, CONDITIONS AND STIPULATIONS MAY APPLY
t. TERMS, CONDITIONS AND STIPULATIONS MAY APPLY
u. TERMS, CONDITIONS AND STIPULATIONS MAY APPLY
v. NOT A SURVEY ISSUE
w. NOT A SURVEY ISSUE
x. NOT A SURVEY ISSUE
y. NOT A SURVEY ISSUE
z. NOT A SURVEY ISSUE
aa. SUBJECT TO
bb. SUBJECT TO
cc. SUBJECT TO

PAPE-DAWSON ENGINEERS
SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
10801 N MOPAC EXPY STE 200 | AUSTIN , TX 78759 | 512.454.8711
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

PARCEL PLAT SHOWING
PARCEL P4, P5, & D3

FED. RD. DIV. NO.	COUNTY	STATE	ORIGINAL DATE			ROADWAY
X	WILLIAMSON	TEXAS	DECEMBER 2025			WOLF RANCH PARKWAY
DIST.	SCALE:		CONT. NO.	SECT. NO.	JOB NO.	SHEET NO.
						9 OF 14

REFERENCE:

Date: Feb 27, 2026, 8:10am User ID: DCaballero
File: H:\Survey\CIVIL\51423-04\dwg\Parcels\Parcel P4 & P5_r1.dwg

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C5	66.12'	1349.75'	2°48'24"	S00°26'38"E	66.11'

LINE TABLE		
LINE	BEARING	LENGTH
L14	N01°16'30"E	20.63'
L15	N01°16'30"E	132.38'
L27	S88°09'10"W	32.21'

RECORD LINE TABLE	
LINE	BEARING
(14)	(N01°16'30"E)

LINE TABLE		
LINE	BEARING	LENGTH
L1	N73°30'11"E	20.11'
L2	N67°31'52"E	64.23'
L3	S24°14'31"E	11.60'
L4	N65°45'29"E	24.07'
L5	N56°15'48"E	5.99'
L6	N35°47'07"E	7.11'
L7	N17°02'15"E	13.57'
L8	N26°35'58"W	18.11'
L9	N67°37'01"E	46.17'
L10	S02°13'01"E	54.79'
L11	S39°18'07"W	39.79'
L12	N86°04'33"W	80.67'
L13	S83°47'16"W	49.77'

JOSEPH P. PULSIFER
SURVEY No. 3G
ABSTRACT 498
PATENTED IN CONFLICT WITH
THE ORVILL PERRY SURVEY
No 1, ABSTRACT 10,
WILLIAMS COUNTY, TEXAS

MATCH LINE SHEET 11 OF 14

0 25 50
SCALE: 1"= 50'

3' FENCE EASEMENT
DOC. NO. 2018043765,
OPR

LOT 20, BLOCK A

CITY OF
GEORGETOWN

PARCEL P5
0.4086 ACRES
(17,799 SQ. FT.)

LOT 21, BLOCK A

P.O.B.
PARCEL P5
N:10,205,071.50
E: 3,124,511.56

P.O.C.

LOT 1, BLOCK A
OPEN SPACE
WOLF RANCH WEST,
SECTION 1A, PHASE 3
DOCUMENT 2016085463 PARCEL P5
O.P.R.W.Co.TX.

LOT 1, CALCULATED 2.035 ACRES
BLOCK A, OPEN SPACE
CALLED LOT 1, BLOCK B
LOT 1, BLOCK B (DOES NOT EXIST)
WOLF RANCH WEST
SECTION 1A, PHASE 3
H4WR PHASE1, LLC
A TEXAS LIMITED LIABILITY COMPANY
TO
OWNERS ASSOCIATION OF WOLF RANCH
RESIDENTIAL COMMUNITY ASSOCIATION, INC.
A TEXAS NONPROFIT CORPORATION
MAY 16, 2018
DOC. 2018043765,
O.P.R.W.Co.TX.

CORRECTED FROM
LOT 1, BLOCK B
TO
LOT 1, BLOCK A
CORRECTION INSTRUMENT
NOVEMBER 07, 2025
INST. 2025089968
O.P.R.W.Co.TX.

LOT 22, BLOCK A
WOLF RANCH WEST, SECTION 1A, PHASE 3
DOCUMENT 2016085463, OPR

PARCEL P4
0.1021 ACRES
(4,446 SQ. FT.)

VARIABLE WIDTH
PEDERNALES ELECTRIC
EASEMENT
DOC. NO. 2018043765,
O.P.R.W.Co.TX

PROPOSED ROW

PARCEL P4
P.O.C.

N83°47'16"E 639.00'
(CALLED S83°47'16"W)

P.O.B.
PARCEL P4
N:10,204,855.23
E: 3,124,395.80

EXISTING ROW
FOUND 5/8" IRON ROD

CALLED 1.798 ACRE
GEORGETOWN UTILITY
EASEMENT
DOC. NO. 2005082794,
OPR

PROPOSED ROW
SIDEWALK
EXISTING ROW
EDGE OF PAVEMENT
FOUND SPINDLE

10' PEDERNALES
ELECTRIC EASEMENT
INST. 2016085463, OPR

10.0' P.U.E.
10.0' P.U.E.

9.17'
N02°08'48"W 130.03'

WOLF RANCH PARKWAY
(VARIABLE WIDTH R.O.W.)
(DOCUMENT 2005082789 & 2005082790 OPR)

MEMORIAL DRIVE - C.R. 265
(VARIABLE WIDTH R.O.W.)
(DOCUMENT 2005080398, OPR)

OHE OHE OHE

PARCEL PLAT SHOWING
PARCEL P4, P5, & D3

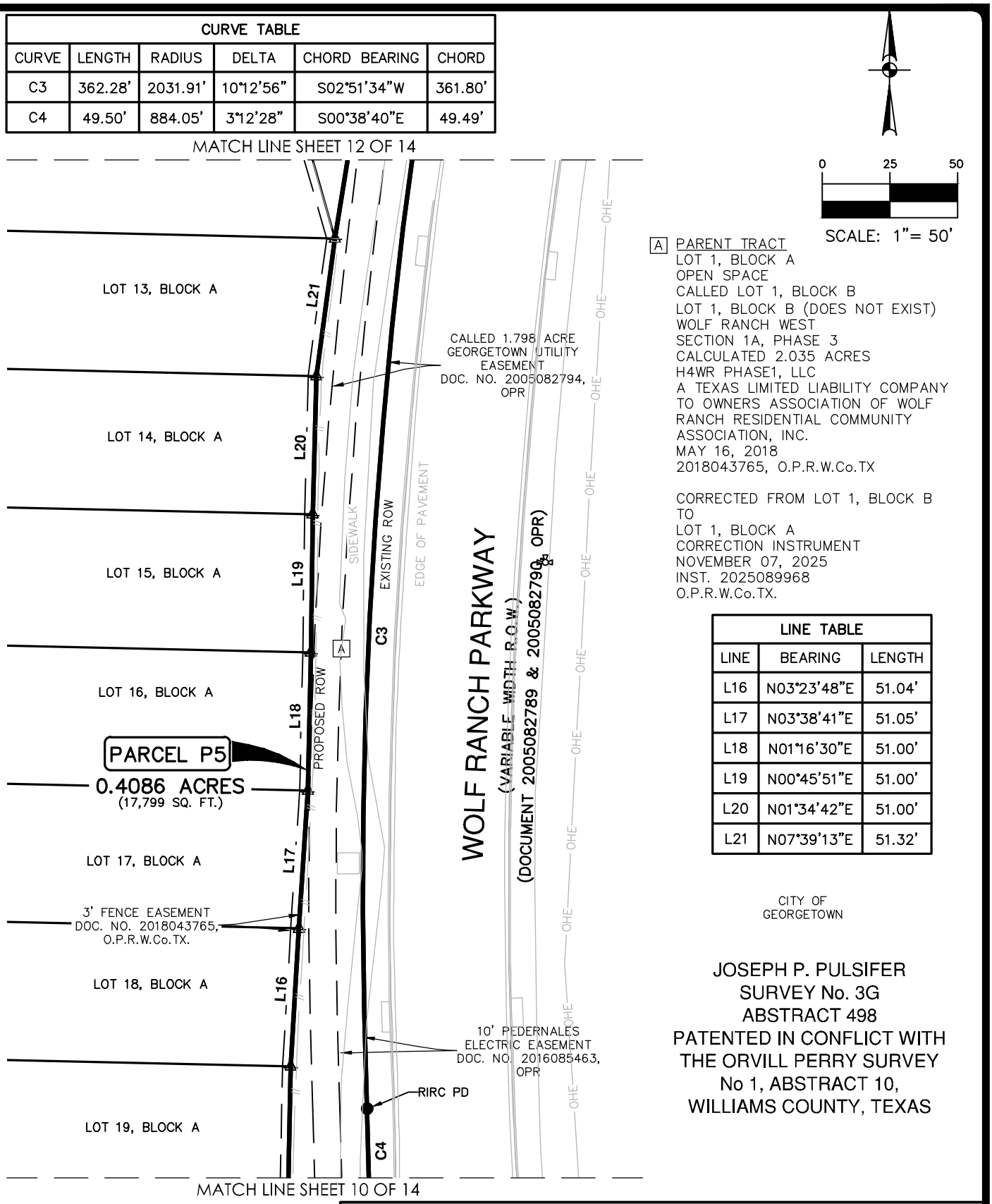
FED. RD. DIV. NO.	COUNTY	STATE	ORIGINAL DATE			ROADWAY
X	WILLIAMSON	TEXAS	DECEMBER 2025			WOLF RANCH PARKWAY
DIST.	SCALE:		CONT. NO.	SECT. NO.	JOB NO.	SHEET NO.
	1"=50'					10 OF 14

PAPE-DAWSON ENGINEERS
SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
10801 N MOPAC EXPY STE 200 | AUSTIN, TX 78759 | 512.454.8711
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

Date: Feb 27, 2026, 8:10am User ID: DCaballero
File: H:\Survey\CIVIL\51423-04\dwg\Parcels\Parcel P4 & P5_r1.dwg

REFERENCE:

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C3	362.28'	2031.91'	10°12'56"	S02°51'34"W	361.80'
C4	49.50'	884.05'	3°12'28"	S00°38'40"E	49.49'



A PARENT TRACT
LOT 1, BLOCK A
OPEN SPACE
CALLED LOT 1, BLOCK B
LOT 1, BLOCK B (DOES NOT EXIST)
WOLF RANCH WEST
SECTION 1A, PHASE 3
CALCULATED 2.035 ACRES
H4WR PHASE1, LLC
A TEXAS LIMITED LIABILITY COMPANY
TO OWNERS ASSOCIATION OF WOLF
RANCH RESIDENTIAL COMMUNITY
ASSOCIATION, INC.
MAY 16, 2018
2018043765, O.P.R.W.Co.TX

CORRECTED FROM LOT 1, BLOCK B
TO
LOT 1, BLOCK A
CORRECTION INSTRUMENT
NOVEMBER 07, 2025
INST. 2025089968
O.P.R.W.Co.TX.

LINE TABLE		
LINE	BEARING	LENGTH
L16	N03°23'48"E	51.04'
L17	N03°38'41"E	51.05'
L18	N01°16'30"E	51.00'
L19	N00°45'51"E	51.00'
L20	N01°34'42"E	51.00'
L21	N07°39'13"E	51.32'

CITY OF
GEORGETOWN

JOSEPH P. PULSIFER
SURVEY No. 3G
ABSTRACT 498
PATENTED IN CONFLICT WITH
THE ORVILL PERRY SURVEY
No 1, ABSTRACT 10,
WILLIAMS COUNTY, TEXAS

PAPE-DAWSON ENGINEERS
SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
10801 N MOPAC EXPY STE 200 | AUSTIN , TX 78759 | 512.454.8711
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

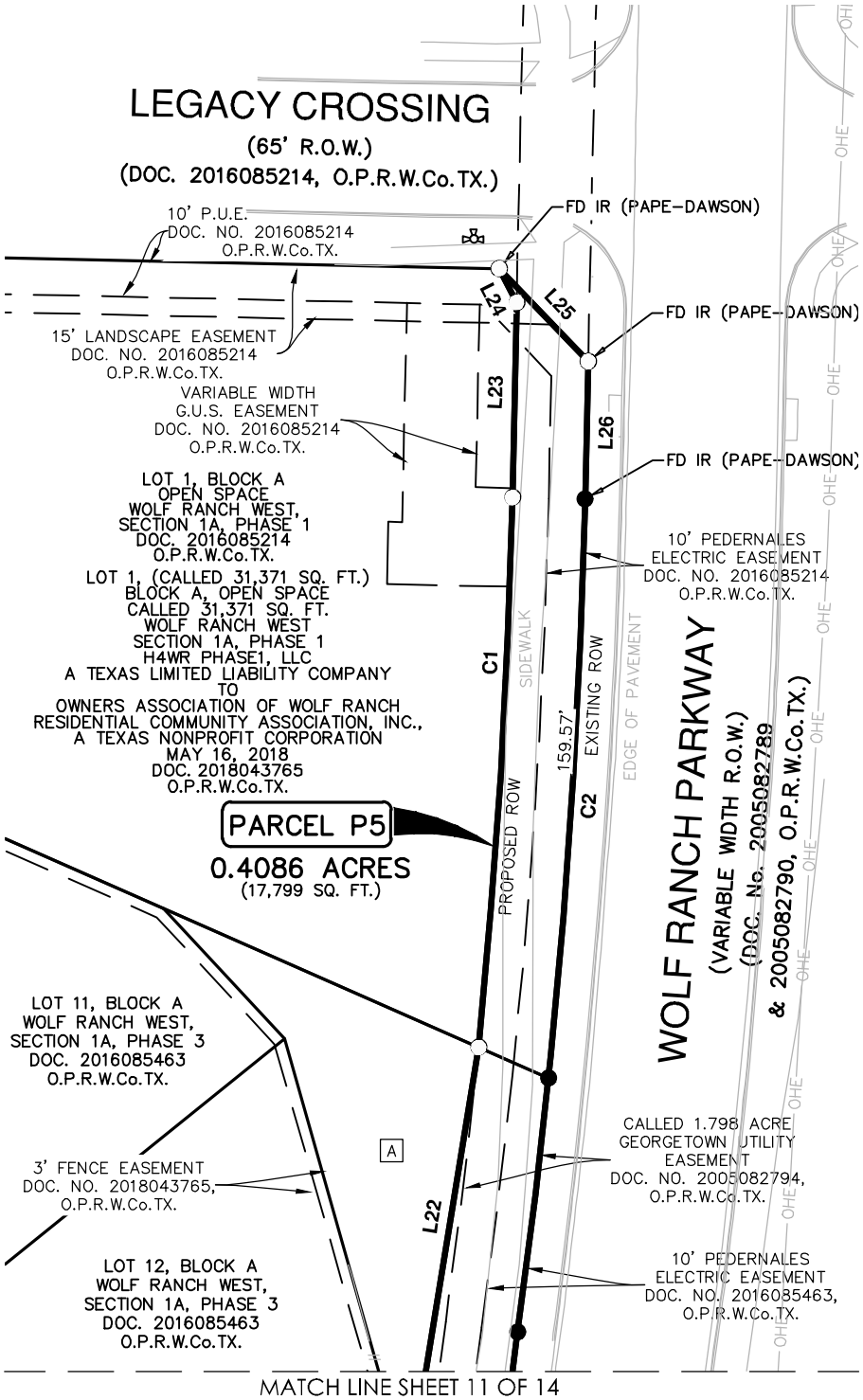
PARCEL PLAT SHOWING
PARCEL P4, P5, & D3

FED. RD. DIV. NO.	COUNTY	STATE	ORIGINAL DATE			ROADWAY
X	WILLIAMSON	TEXAS	DECEMBER 2025			WOLF RANCH PARKWAY
DIST.	SCALE:		CONT. NO.	SECT. NO.	JOB NO.	SHEET NO.
	1"=50'					11 OF 14

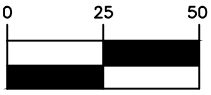
Date: Feb 27, 2026, 8:10am User ID: DCaballero
File: H:\Survey\CIVIL\51423-04\dwg\Parcels\Parcel P4 & P5_r1.dwg

REFERENCE:

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C1	151.50'	1947.91'	4°27'22"	N03°30'11"E	151.46'
C2	229.86'	1967.91'	6°41'32"	S04°37'16"W	229.73'







SCALE: 1"= 50'

A PARENT TRACT
LOT 1, CALCULATED 2.035 ACRES
BLOCK A, OPEN SPACE
WOLF RANCH WEST
SECTION 1A, PHASE 3
DOC. No. 2016085463
O.P.R.W.Co.TX.

CALLED LOT 1, BLOCK B
LOT 1, BLOCK B (DOES NOT EXIST)
WOLF RANCH WEST
SECTION 1A, PHASE 3
H4WR PHASE1, LLC,
A TEXAS LIMITED LIABILITY COMPANY
TO
OWNERS ASSOCIATION OF WOLF RANCH
RESIDENTIAL COMMUNITY+
ASSOCIATION, INC.,
A TEXAS NONPROFIT ORGANIZATION
MAY 16, 2018
DOC. No. 2018043765, O.P.R.W.Co.TX

CORRECTED FROM
LOT 1, BLOCK B
TO
LOT 1, BLOCK A
CORRECTION INSTRUMENT
NOVEMBER 07, 2025
INST. 2025089968
O.P.R.W.Co.TX.

LINE TABLE		
LINE	BEARING	LENGTH
L22	N09°12'47"E	119.71'
L23	N01°16'30"E	53.62'
L24	N27°14'46"W	10.48'
L25	S43°43'30"E	35.36'
L26	S01°16'26"W	37.83'

CITY OF
GEORGETOWN

JOSEPH P. PULSIFER
SURVEY No. 3G
ABSTRACT 498
PATENTED IN CONFLICT WITH
THE ORVILL PERRY SURVEY
No 1, ABSTRACT 10,
WILLIAMS COUNTY, TEXAS

PAPE-DAWSON ENGINEERS

SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
10801 N MOPAC EXPY STE 200 | AUSTIN , TX 78759 | 512.454.8711
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

PARCEL PLAT SHOWING
PARCEL P4, P5, & D3

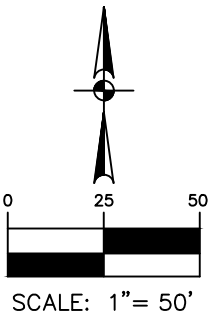
FED. RD. DIV. NO.	COUNTY	STATE	ORIGINAL DATE			ROADWAY
X	WILLIAMSON	TEXAS	DECEMBER 2025			WOLF RANCH PARKWAY
DIST.	SCALE:		CONT. NO.	SECT. NO.	JOB NO.	SHEET NO.
	1"=50'					12 OF 14

Date: Feb 27, 2026, 8:11am User ID: DCaballero
File: H:\Survey\CIVIL\51423-04\dwg\Parcels\Parcel P4 & P5_r1.dwg

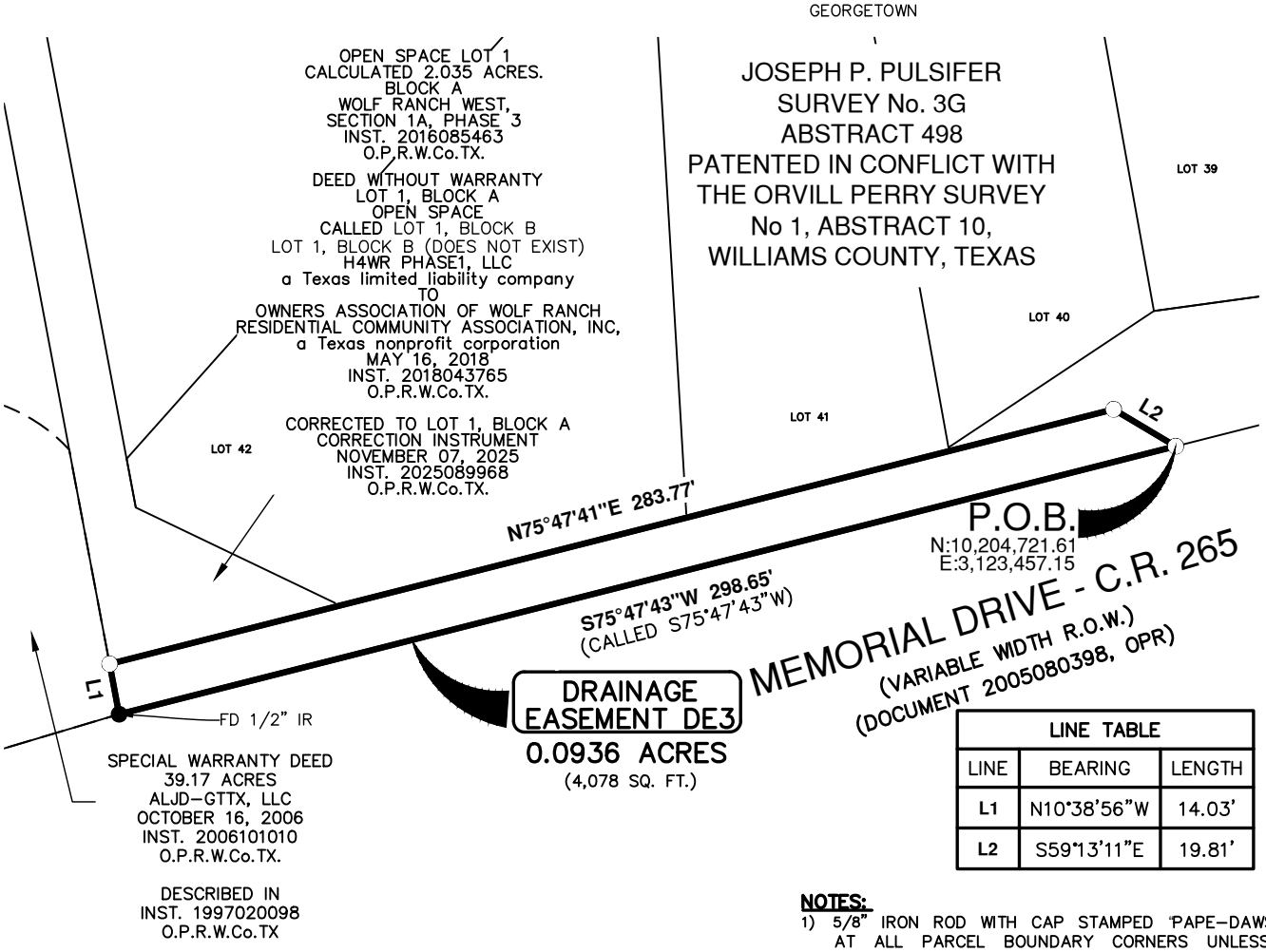
REFERENCE:

LEGEND:

C.R. 265	COUNTY ROAD 265 – MEMORIAL DRIVE
S.H. 29	STATE HIGHWAY 29
D.P.R.W.Co.TX.	DEED AND PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
D.R.W.Co.TX.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
FD	FOUND
FNC	FENCE
IR	IRON ROD
N.T.S.	NOT TO SCALE
O.P.R.W.Co.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
P.U.E.	PUBLIC UTILITY EASEMENT
( )	RECORD INFORMATION FROM DEED OR PLAT
INST.	INSTRUMENT
SLD.	SLIDE
CAB	CABINET
●	FOUND 5/8" IRON ROD WITH CAP STAMPED "PAPE–DAWSON" UNLESS NOTED OTHERWISE.
○	SET 5/8" IRON ROD WITH YELLOW PAPE–DAWSON CAP



SCALE: 1"= 50'



LINE TABLE		
LINE	BEARING	LENGTH
L1	N10°38'56"W	14.03'
L2	S59°13'11"E	19.81'

NOTES:

1) 5/8" IRON ROD WITH CAP STAMPED "PAPE–DAWSON" SET AT ALL PARCEL BOUNDARY CORNERS UNLESS NOTED OTHERWISE.
2) THE BEARINGS AND COORDINATES FOR THIS SURVEY ARE SURFACE VALUES IN US SURVEY FEET, BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00 FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE, WITH A SURFACE ADJUSTMENT FACTOR OF 1.00004 APPLIED.
3) ABSTRACTING COMPLETED IN MAY 2025.
4) FIELD SURVEY COMPLETED BETWEEN APRIL 29, 2025 AND MAY 01, 2025
5) A PROPERTY DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS PARCEL PLAT.

PAPE-DAWSON ENGINEERS

SAN ANTONIO I AUSTIN I HOUSTON I FORT WORTH I DALLAS
10801 N MOPAC EXPY STE 200 I AUSTIN , TX 78759 I 512.454.8711
TEXAS ENGINEERING FIRM #470 I TEXAS SURVEYING FIRM #10028800

PARCEL PLAT SHOWING
PARCEL P4, P5, & D3

FED. RD. DIV. NO.	COUNTY	STATE	ORIGINAL DATE			ROADWAY
X	WILLIAMSON	TEXAS	DECEMBER 2025			WOLF RANCH PARKWAY
DIST.	SCALE:		CONT. NO.	SECT. NO.	JOB NO.	SHEET NO.
	1"=50'					13 OF 14

REFERENCE:

Date: Dec 18, 2025, 12:53pm User ID: dcaballero
File: C:\Users\LOCAL_~1\Temp\AcPublish_18788\Parcel-Drainage Esmt 3.dwg

REFERENCES:

This survey was prepared in conjunction with, but not solely relying on, the Title Commitment listed below.

DRAINAGE EASEMENT D3
Title Commitment: G.F. No. GT2503866
Texan Title Insurance Company
Date Effective: December 2, 2025
Date Issued: December 8, 2025

10. The following matters and all terms of the documents creating or offering evidence of the matters.

a. NOT A SURVEY ISSUE
b. NOT A SURVEY ISSUE
c. UNBUILDABLE (MAY BE SUBJECT TO)
d. UNBUILDABLE (MAY BE SUBJECT TO)
e. UNBUILDABLE (MAY BE SUBJECT TO)
f. UNBUILDABLE (MAY BE SUBJECT TO)
g. UNBUILDABLE (MAY BE SUBJECT TO)
h. DOES NOT AFFECT
i. DOES NOT AFFECT
j. DOES NOT AFFECT
k. DOES NOT AFFECT
l. DOES NOT AFFECT
m. UNBUILDABLE (MAY BE SUBJECT TO)
n. TERMS, CONDITIONS AND STIPULATIONS MAY APPLY
o. TERMS, CONDITIONS AND STIPULATIONS MAY APPLY
p. TERMS, CONDITIONS AND STIPULATIONS MAY APPLY
q. TERMS, CONDITIONS AND STIPULATIONS MAY APPLY
r. TERMS, CONDITIONS AND STIPULATIONS MAY APPLY
s. TERMS, CONDITIONS AND STIPULATIONS MAY APPLY
t. TERMS, CONDITIONS AND STIPULATIONS MAY APPLY
u. NOT A SURVEY ISSUE
v. NOT A SURVEY ISSUE
w. NOT A SURVEY ISSUE
x. NOT A SURVEY ISSUE
y. NOT A SURVEY ISSUE
z. NOT A SURVEY ISSUE
aa. SUBJECT TO
bb. SUBJECT TO
cc. SUBJECT TO

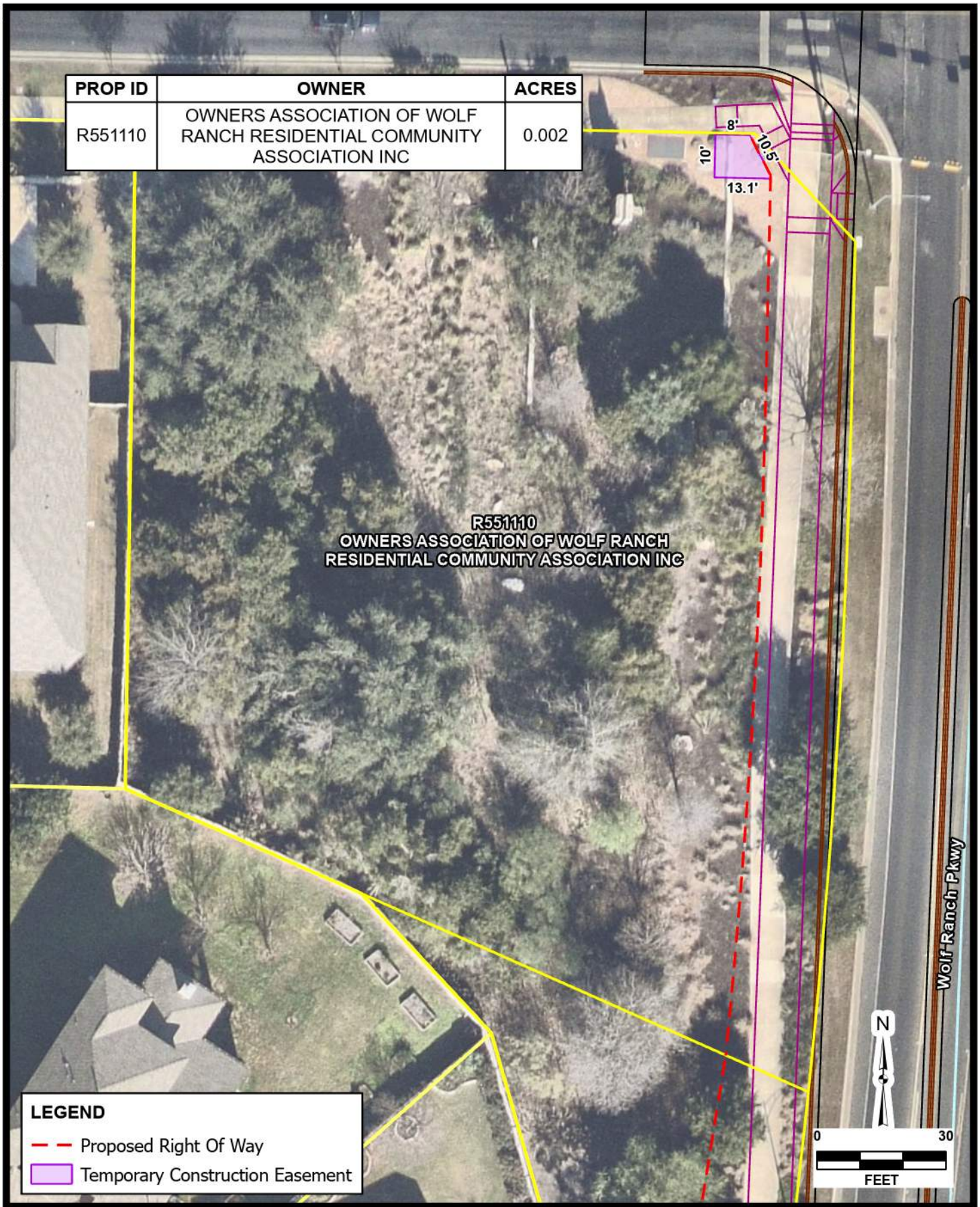
PAPE-DAWSON ENGINEERS
SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
10801 N MOPAC EXPY STE 200 | AUSTIN , TX 78759 | 512.454.8711
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

PARCEL PLAT SHOWING
PARCEL P4, P5, & D3

FED. RD. DIV. NO.	COUNTY	STATE	ORIGINAL DATE			ROADWAY
X	WILLIAMSON	TEXAS	DECEMBER 2025			WOLF RANCH PARKWAY
DIST.	SCALE:		CONT. NO.	SECT. NO.	JOB NO.	SHEET NO.
						14 OF 14

REFERENCE:

Date: Dec 18, 2025, 12:53pm User ID: dcaballero
File: C:\Users\LOCAL_~1\Temp\AcPublish_18788\Parcel-Drainage Esmt 3.dwg



AERIAL IMAGERY PROVIDED BY GOOGLE © UNLESS OTHERWISE NOTED. Imagery ©2026, CAPCOG,Digital Globe,Texas Orthoimagery Program, USDA Farm Service Agency,

File: H:\Projects\51423\Survey\Easement_Acquisition.aprx Layout: OWNERS ASSOCIATION OF WOLF RANCH RESIDENTIAL COMMUNITY ASSOCIATION INC (R551110) Map: Layers Map Frame

JOB NO. 51423-04
DATE Mar 2026
DESIGNER JS
CHECKED BC DRAWN EH
SHEET 1.0

OWNERS ASSOCIATION OF WOLF RANCH RESIDENTIAL COMMUNITY ASSOCIATION INC (R551110)

GEORGETOWN, TEXAS

EASEMENT ACQUISITION EXHIBIT

PAPE-DAWSON
6105 TENNYSON PKWY, STE 210 | PLANO, TX 75024 | 214.420.8494
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

THIS DOCUMENT HAS BEEN PRODUCED FROM MATERIAL THAT WAS STORED AND/OR TRANSMITTED ELECTRONICALLY AND MAY HAVE BEEN INADVERTENTLY ALTERED. RELY ONLY ON FINAL HARDCOPY MATERIALS BEARING THE CONSULTANT'S ORIGINAL SIGNATURE AND SEAL.

Wolf Ranch Parkway Road Improvements Project Right-of-Way ("ROW")Acquisition

City Council Legislative Session

Public Convenience and Necessity Resolution

-Eminent Domain Authorization-

City of Georgetown, Texas

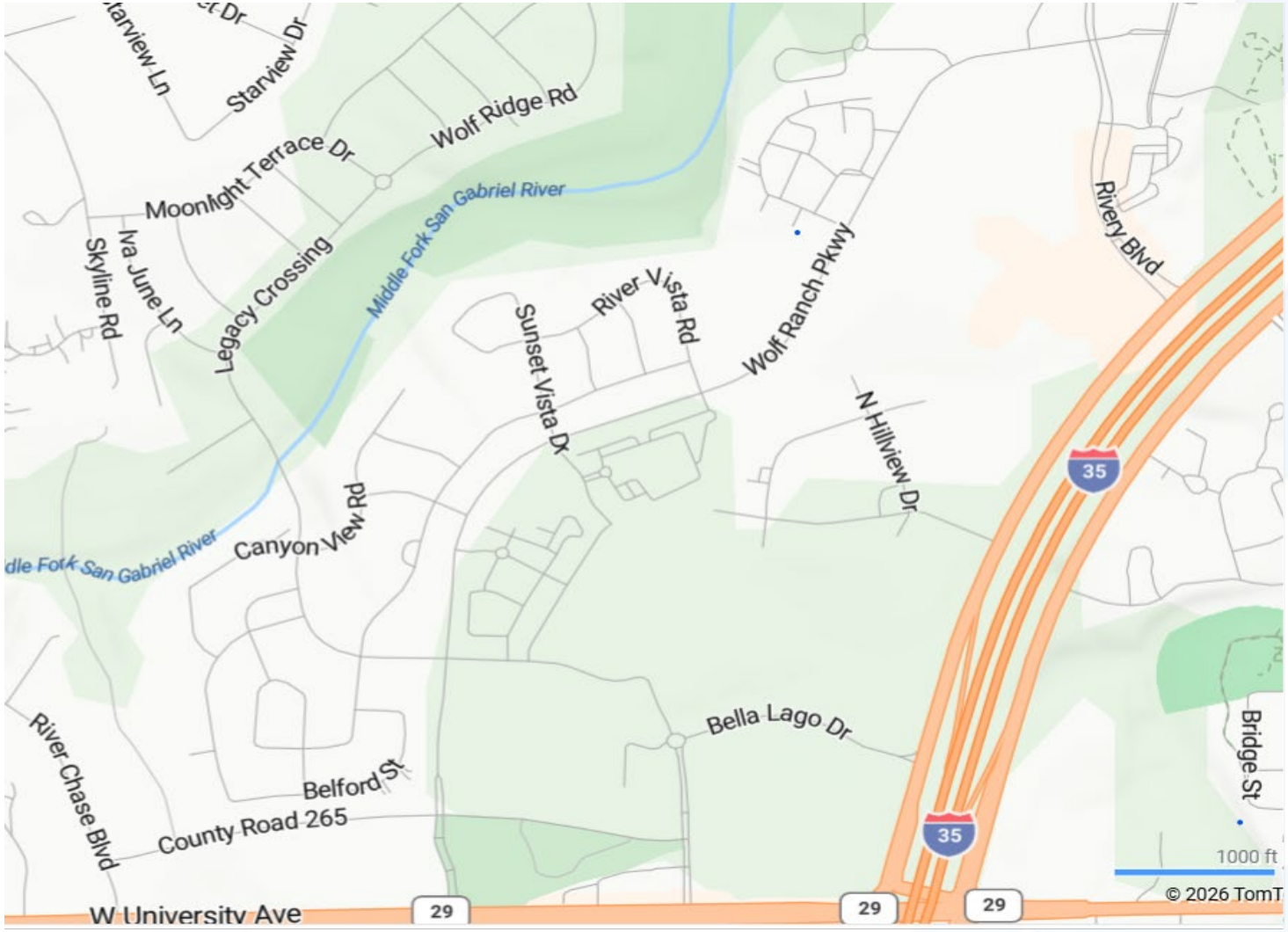
October 27, 2026

GEORGETOWN TEXAS

Overview – Wolf Ranch Pkwy Roadway Improvements Project

- Improve safety
- Construct one additional lane in each direction
- Construct a raised median
- Dedicated left/right turn lanes
- Construct a shared-use path for pedestrians and bicyclists
- Upgrade storm drain with curbs and gutters
- Install/upgrade intersections with signals and ADA ramps
- Install a roundabout at Memorial/Wolf Ranch intersection

Project Location and Limits



Impacted Parcel



Right of Way – Green

Drainage Easement – Blue

TCE - Orange

Previous Council Action and ROW Acquisition Status

- Initial Offer, based on appraisal value for new ROW, Drainage Easement, and Temporary Construction Easement ("TCE"), approved by City Council September 23, 2025
- Initial Offer, Final Offer and interim Possession and Use Agreement (PUA) sent to impacted property owner
- No ROW acquisition agreement has been reached with property owner
- Property owner has not agreed to the use of the PUA
- Project construction timeline is fast approaching; we need to advance possession of the required ROW for timely utility relocation work prior to Project construction.

Texas Property Code Chapter 21

If Condemnation necessary, must follow steps in statute:

1. Initial offer with appraisal report
2. If rejected or no response received, send final offer
3. If final offer rejected or no response is received,
4. City Council authorization to use eminent domain
5. File Petition for Condemnation
6. Special Commissioners Hearing
   - Compensation, or "Award", determined
   - possession of new ROW / TCE upon deposit of Award amount by City
7. If either party objects, trial over value

Today's Action

- Adopt a Resolution finding that acquisition of new Right-Of-Way, Drainage Easement, and Temporary Construction Easement is necessary for the Wolf Ranch Parkway Road Improvements Project, as Public Convenience and Necessity.

- Authorization of the use of eminent domain for the acquisition of the necessary property rights for this Project.

- Specific Motion language is required by Texas Government Code Chapter 2206

- Vote must be a record vote

Motion

Language pursuant to Government Code Ch. 2206

“I move that the City Council of the City of Georgetown, by adopting the proposed Resolution pertaining to the Wolf Ranch Parkway Road Improvements Project, authorizes the use of the power of eminent domain to acquire the necessary fee simple rights, and/or easement rights, and/or lesser interest from portions of property in the Joseph P. Pulsifer Survey No. 3G, Abstract No. 498, Williamson County, Texas, located at 141 Belford St., Georgetown, TX 78628, currently owned by Owners Association of Wolf Ranch Residential Community Association, Inc.; such portions of property being more fully described in Exhibit “A” of the proposed Resolution for this Agenda Item. I further move that the first record vote applies to all units of property to be condemned."

City of Georgetown, Texas
City Council
October 27, 2026

SUBJECT:
Resolution Finding of Public Convenience and Necessity and Authorizing Eminent Domain Proceedings Resolution - Memorial Drive Improvements Project from River Chase Blvd. to Wolf Lakes Dr.

SUGGESTED ACTION:

Consideration and possible action to approve a Resolution of Public Convenience and Necessity pursuant to Government Code Section 2206.053 finding that a portion of property located at 750 Memorial Drive, Georgetown TX 78626, currently owned by ALJD-GTTX, LLC, is necessary for the Memorial Drive Improvements Project; and authorizing eminent domain proceedings for the acquisition of a drainage easement, or any lesser interest from said property -- Scott Mikel, Real Estate Services Coordinator.

ITEM SUMMARY:
City Staff is in the process of negotiating the acquisition of the necessary drainage easement across a portion of property along the Project limits, as part of the planned improvements to Memorial Drive. The owner impacted by this Project has not agreed to the City's acquisition offer. A Final Offer has been sent to the property owner in an attempt to settle the drainage easement acquisition. However, if negotiations continue to fail and in order to meet the desired Project construction schedule and avoid delays, an eminent domain proceeding may have to be initiated to complete the acquisition of the necessary drainage easement. City Staff will continue working with the impacted property owner, attempting to reach an acquisition settlement, up to the time condemnation action is filed. A resolution finding public convenience and necessity ("PCN Resolution") authorizing the acquisition of the necessary land rights by condemnation is necessary to ensure that the acquisition process complies with eminent domain law and to avoid delays in acquiring the property.

FINANCIAL IMPACT:
N/A

SUBMITTED BY:
Scott Mikel, City Attorney's Office/ Real Estate

ATTACHMENTS:
2026.10.27_Council_PPPt_Memorial Drive Improvements Drainage Easement - PCN.pdf
2026.10.27 - Memorial Drive Improvements - PCN Resolution.pdf

Memorial Drive Improvements Project - Easement Acquisition

City Council Legislative Session

Public Convenience and Necessity Resolution

-Eminent Domain Authorization-

City of Georgetown, Texas

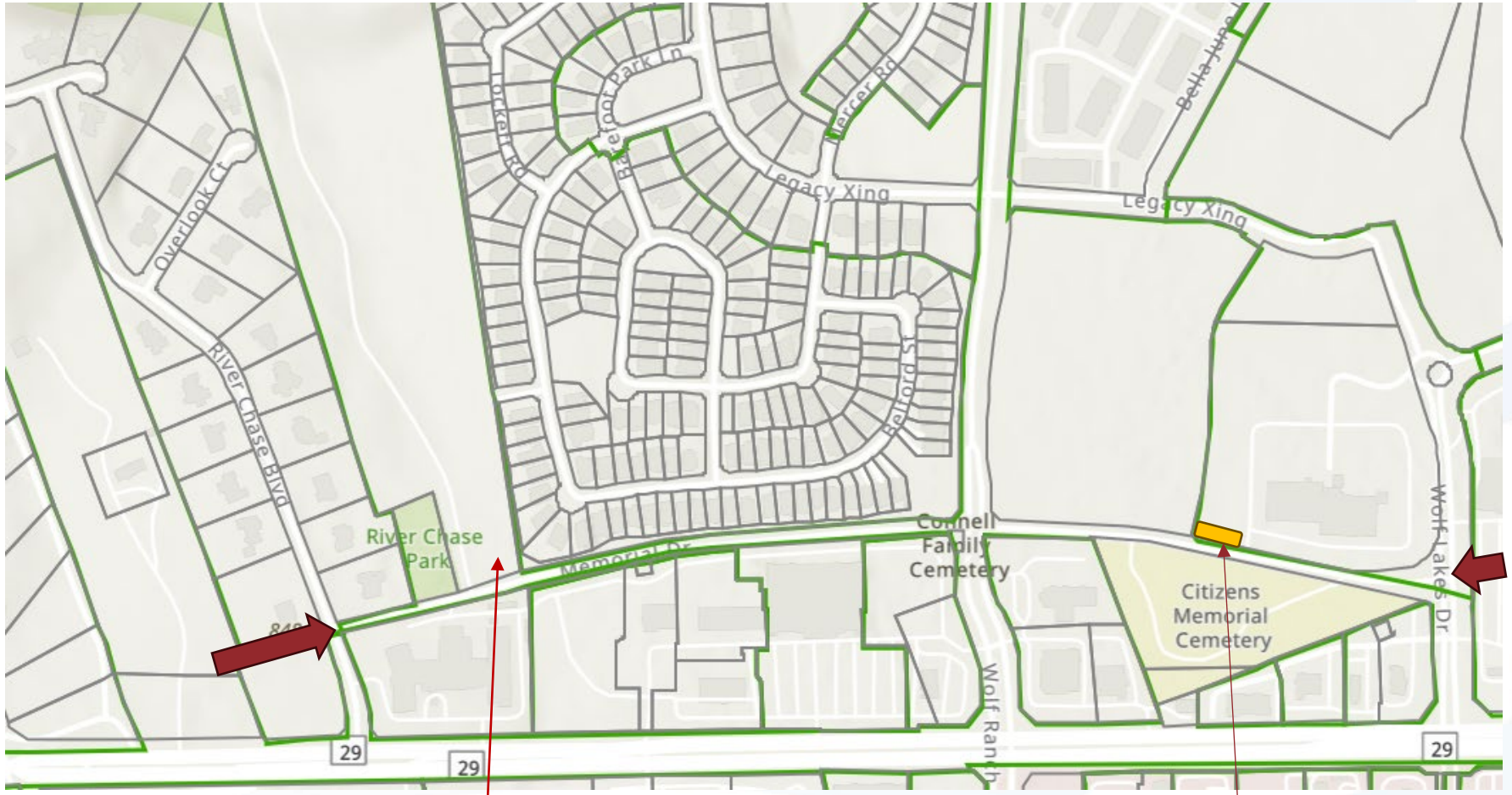
October 27, 2026

GEORGETOWN TEXAS

Overview – Memorial Drive Improvements Project

The Memorial Drive Improvements Project includes reconstruction and widening of the existing roadway, curb, drainage, sidewalk, pedestrian ramps, waterline relocations, water pollution abatement and required ancillary items from River Chase Blvd. to Wolf Lakes Drive.

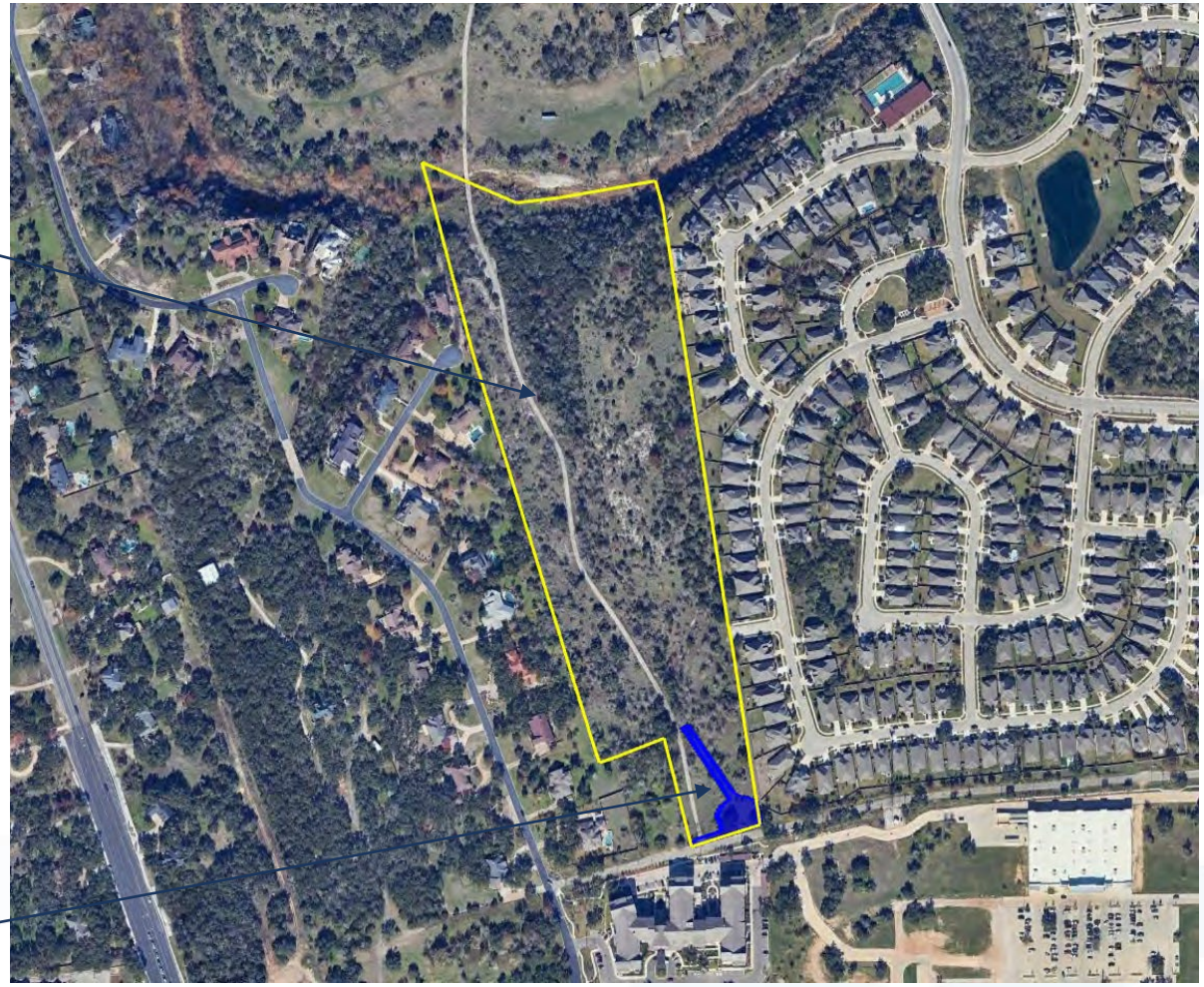
Project Location and Limits



Impacted Parcel

Subject Parcel

Drainage Easement



Previous Council Action and Drainage Easement Acquisition Status

- Initial Offer, based on appraisal value for the new Drainage Easement, approved by City Council May 12, 2026
- Initial Offer, Final Offer and interim Possession and Use Agreement (PUA) sent to impacted property owner
- No drainage easement acquisition agreement has been reached with property owner
- Property owner has not agreed to the use of the PUA.
- Project construction timeline is fast approaching; we need to advance possession of the required drainage easement for timely completion of Project construction.

Texas Property Code Chapter 21

If Condemnation necessary, must follow steps in statute:

1. Initial offer with appraisal report
2. If rejected or no response received, send final offer
3. If final offer rejected or no response is received,
4. City Council authorization to use eminent domain
5. File Petition for Condemnation
6. Special Commissioners Hearing
   - Compensation, or "Award", determined
   - possession of new drainage easement upon deposit of Award amount by City
7. If either party objects, trial over value

Today's Action

- Adopt a Resolution finding that acquisition of a new Drainage Easement is necessary for the Memorial Drive Improvements Project, as Public Convenience and Necessity.

- Authorization of the use of eminent domain for the acquisition of the necessary property rights for this Project.

- Specific Motion language is required by Texas Government Code Chapter 2206

- Vote must be a record vote

Motion

Language pursuant to Government Code Ch. 2206

“I move that the City Council of the City of Georgetown, by adopting the proposed Resolution pertaining to the Memorial Drive Improvements Project, authorizes the use of the power of eminent domain to acquire the necessary drainage easement from a portion of a property in the Joseph P. Pulsifer Survey No. 3G, Abstract No. 498, Williamson County, Texas, located at 750 Memorial Drive, Georgetown, TX 78626, currently owned by ALJD-GTTX, LLC; such portion of property being more fully described in Exhibit “A” of the proposed Resolution for this Agenda Item."

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, FINDING PUBLIC CONVENIENCE AND NECESSITY FOR THE MEMORIAL DRIVE IMPROVEMENTS PROJECT; AUTHORIZING EMINENT DOMAIN PROCEEDINGS, IF NECESSARY, FOR THE ACQUISITION OF REAL PROPERTY RIGHTS; REPEALING CONFLICTING RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, in order to facilitate the safe and efficient movement of people and goods within Georgetown, Texas, to control the flow of stormwater within its jurisdiction, to preserve the financial investment of the public in its roadway infrastructure, and to protect the safety of the public, the City of Georgetown (the "City") hereby finds that public convenience and necessity requires the acquisition of a drainage easement, or any lesser real property interest in, all or a portion of the following property for the purpose of laying out, opening, constructing, reconstructing, maintaining, widening, extending, and operating Memorial Drive, from River Chase Blvd. to Wolf Lakes Dr., in Williamson County, Texas (the "Project"):

0.4159-acre Drainage Easement situated in the Joseph P. Pulsifer Survey No. 3G, Abstract No. 498, Williamson County, Texas, as more particularly described in Exhibit "A" attached hereto and incorporated herein by reference:

WHEREAS, as provided for in Sections 251.001 and 273.001 of the Texas Local Government Code, the City finds and determines that the Property is necessary or convenient for the purposes of laying out, opening, constructing, reconstructing, maintaining, widening, extending, and operating the above described Project in Williamson County, Texas, including roadway improvements, drainage improvements, utility improvements, public utility infrastructure improvements, and/or other public uses and purposes related thereto as permitted by law, and it is necessary to acquire fee simple rights and/or lesser rights in the Property or a portion thereof. The City finds and determines that condemnation of the Property, or a portion thereof, may be required.

WHEREAS, in order to effectuate the Project, it will be necessary and convenient that the employees, agents, and/or representatives of the City to lay out the Project and acquire the necessary right of way and temporary construction easements upon, over, under and across the Property for the purpose of construction, reconstruction, operation, and maintenance of roadway and drainage infrastructure improvements, and appurtenances thereto, and for the use of any excavated materials from the Property for use in construction of such infrastructure improvements;

WHEREAS, it may be necessary to hire engineers, surveyors, appraisers, attorneys, title companies, architects, or other persons or companies to effect the acquisition of the Property for the Project;

WHEREAS, in order to acquire the Property, it will be or has been necessary for the City's employees, agents, and/or representatives, to enter upon the Property for the purposes of surveying and establishing said land titles and to determine adequate compensation for the Property, to conduct tests, and to negotiate with the owners thereof for the purchase of the land titles; and,

WHEREAS, it is necessary to set out procedures for the establishment and approval of just compensation for Property to be acquired for the Project;

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

Section 1. The meeting at which this Resolution was approved was conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 2. The facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim.

Section 3. In order to promote the public health, safety, and welfare, public convenience and necessity requires the acquisition of fee simple title to, or any lesser real property interest in, the real property described hereinabove for the purposes of laying out, opening, constructing, reconstructing, maintaining, widening, extending, and operating the Project in Williamson County, Texas, including roadway and drainage improvements, and/or other public uses and purposes as permitted by law.

Section 4. The City's employees, agents, and/or representatives are hereby authorized to:

a. Lay out the exact location of the land area needed from the Property;

b. Hire such engineers, surveyors, appraisers, title companies, architects, and other persons or companies needed to effect the laying out of the facilities for the Project, the establishment and acquisition of the required right-of-way, and the construction of permanent infrastructure improvements, and appurtenances thereto;

c. Enter upon any property necessary for the purpose of surveying and establishing the title, in order to determine adequate compensation for the rights being acquired, and to conduct tests;

d. Negotiate with the owner(s) of any such property for the purchase thereof;

e. To purchase any necessary fee simple rights, or any lesser real property interest, on, over, under and across the Property, and execute all documents

necessary to acquire such Property, all subject to the City Council's express approval of the specific, negotiated terms of the acquisition;

f. Initiate eminent domain proceedings against the owner(s), lienholders, and any owners of any other interests in the Property to obtain the necessary title(s) for the Property in the event the owner(s) fail(s) to accept a bona fide offer to purchase the Property; and

g. Take whatever further actions are deemed appropriate to economically effect the establishment of the Project and appurtenances thereto.

Section 5. The initiation of condemnation proceedings for the Property is adopted and authorized by a single order for the Property, and this first vote by the City applies to all of the Property identified.

Section 6. The City Attorney is hereby authorized to proceed to condemnation on the Property, if necessary, and directed to transmit or cause to be transmitted this request of the City to legal counsel to file or cause to be filed against all owners, lienholders, and any owners of any other interests in the Property, proceedings in condemnation to acquire in the name of and on behalf of the City, fee simple title to the Property or such lesser estates or property interests as determined necessary, save and except oil, gas, and sulfur, as provided by law.

Section 7. All previous acts and proceedings done or initiated by the City's employees, agents, and/or representatives for the establishment of the Project, including the negotiation for and/or acquisition of any necessary property rights in the Property are hereby authorized, ratified, approved, confirmed, and validated.

Section 8. 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 9. 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 10. The Mayor is hereby authorized to sign this Resolution and the City Secretary to attest. This resolution shall become effective and be in full force and effect immediately in accordance with the provisions of the City Charter of the City of Georgetown.

PASSED AND APPROVED on this ____ day of _____, 2026.

ATTEST: THE CITY OF GEORGETOWN:

By: _____ By: _____
Robyn Densmore, City Secretary Josh Schroeder, Mayor

APPROVED AS TO FORM:

_____
Skye Masson, City Attorney

EXHIBIT "A"

County: Williamson
Roadway: Wolf Ranch Parkway
Project Limits: Memorial Dr./C.R. 265 to Rivery Blvd.

PROPERTY DESCRIPTION FOR DRAINAGE EASEMENT DE2

A 0.4159 ACRE, (18,116 SQUARE FEET), TRACT OF LAND OUT OF A CALLED 39.17 ACRE TRACT, IN THE CITY OF GEORGETOWN, DESCRIBED IN A SPECIAL WARRANTY DEED FROM A.G. MAHAFFEY, a/k/a ANDREW GLENN MAHAFFEY, SR., a/k/a ANDREW GLENN MAHAFFEY, a/k/a ANDY MAHAFFEY AND LINDA B. MAHAFFEY, a/k/a LINDA BOYD MAHAFFEY, a/k/a LINDA KAY BOYD, TRUSTEES OF THE MAHAFFEY LAND & CATTLE CO. MANAGEMENT TRUST (GENERAL PARTNER OF MAHAFFEY LAND & CATTLE CO. LP.), A TEXAS LIMITED PARTNERSHIP TO ALJD-GTTX, LLC, A TEXAS LIMITED LIABILITY COMPANY, EXECUTED OCTOBER 16, 2006, AS RECORDED IN INSTRUMENT NUMBER, (INST.), 2006101010, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, (O.P.R.W.Co.TX.), SAID 39.17 ACRE TRAT BEING BETTER DESCRIBED IN INST. 1997020098, O.P.R.W.Co.TX., SAID 0.4159 ACRE TRACT BEING IN THE JOSEPH P. PULSIFER SURVEY No. 3G, ABSTRACT No. 498, PATENTED IN CONFLICT WITH THE ORVILL PERRY SURVEY No. 1, ABSTRACT 10, WILLIAMSON COUNTY, TEXAS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a found 1/2 inch iron rod on the existing north right-of-way, (R.O.W.), line of Memorial Drive, also known as County Road 265, (C.R. 265), a variable width R.O.W., as established in Inst. 2005080398, O.P.R.W.Co.TX., for the southeast corner of River Chase Park, a called 1.031 acre tract described in a Special Warranty Deed from Texas Parks and Recreation Foundation, a Texas non-profit corporation to City of Georgetown, a Texas home-rule municipal corporation, executed December 26, 2015, as recorded in Inst. 2016001514, O.P.R.W.Co.TX., being the southwest corner of said 39.17 acre tract, same being the southwest corner and POINT OF BEGINNING of the herein described Drainage Easement DE2, said point having surface coordinates of N 10,204,588.69 and E 3,122,966.45;

(1.) THENCE, North 15º38'46" West, (record North 12º09' West), along and with the east line of said 1.031 acre tract, being the west line of said 39.17 acre tract, a distance of 14.16 feet to a set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson" for a Point-of-Intersection, (P.I.), corner;

THENCE, traversing over, across, and through said 39.17 acre tract the following Ten (10) courses and distances:

(2.) North 29°59'18" East, a distance of 7.48 feet to a set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson" for a P.I. corner;

EXHIBIT "A"

(3.) North 73°29'25" East, a distance of 91.98 feet to a set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson" for an interior P.I. corner;

(4.) North 15°00'55" West, a distance of 36.84 feet to a set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson" for a Point-of-Curvature, (P.C.), for a curve to the right;

(5.) 70.74 feet along and with the arc of said curve to the right, having a radius of 45.04 feet, a delta angle of 89°58'51", a chord bearing of North 30º01'56" East, a distance of 63.69 to a set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson" for a P.I. corner;

(6.) North 01°31'50" East, a distance of 7.61 feet to a set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson" for a P.I. corner;

(7.) North 32°00'01" West, a distance of 253.10 feet to a set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson" for a P.I. corner;

(8.) North 59°59'02" East, a distance of 20.01 feet to a set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson" for a P.I. corner;

(9.) South 32°00'01" East, a distance of 247.42 feet to a set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson" for a P.I. corner;

(10.) South 60°00'58" East, a distance of 25.60 feet to a set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson" for a P.C. for a curve to the right;

(11.) 44.67 feet along and with the arc of said curve to the right, having a radius of 45.77 feet, a delta angle of 55°55'03", a chord bearing of South 70º18'43" East, a distance of 42.92 to a set 5/8 inch iron rod with yellow cap stamped "Pape-Dawson" on the west line of Open Space Lot 1, Block A, Wolf Ranch West, Section 1A, Phase 3, a subdivision in the City of Georgetown, as recorded in Inst. 2016085463, O.P.R.W.Co.TX., being the east line of said 39.17 acre tract;

(12.) THENCE, South 10º38'56" East, along and with the west line of Open Space Lot 1, being the east line of said 39.17 acre tract, a distance of 73.78 feet to a found 1/2 inch iron rod on the existing north R.O.W. line of Memorial Drive / C.R. 265 for the southwest corner of Open Space Lot 1, being the southeast corner of said 39.17 acre tract;

(13.) THENCE, South 73º29'15" West, along and with the existing north R.O.W. line of Memorial Drive / C.R. 265, being the south line of said 39.17 acre tract, a distance of 209.83 feet to the POINT OF BEGINNING and containing 0.4159 acres (18,116 square feet) in the City of Georgetown, Texas.

EXHIBIT "A"

All bearings and coordinates are based on the Texas Coordinate System established for the Central Zone from the North American Datum of 1983 NAD 83 (NA2011) epoch 2010.00. All distances and coordinates shown hereon are surface values represented in U.S. Survey Feet and may be converted to grid by dividing by a surface adjustment factor of 1.00004.

Note: A parcel plat of even date was prepared in conjunction with this property description.



PREPARED BY:	Pape-Dawson Engineers, Texas Surveying Firm #10028800 10801 N. MoPac Expressway, Bldg. 3, Suite 200, Austin, Texas, 78759 (512) 454-8711
DATE:	August 11, 2025
JOB NO.	51423-04
DOC. ID.	H:\Survey\CIVIL\51423-04\dwg\Parcels\Legal Descriptions\Drainage Easement DE2.docx

LEGEND:

C.R. 265	COUNTY ROAD 265 – MEMORIAL DRIVE
S.H. 29	STATE HIGHWAY 29
D.P.R.W.Co.TX.	DEED AND PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
D.R.W.Co.TX.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
FD	FOUND
FNC	FENCE
IR	IRON ROD
N.T.S.	NOT TO SCALE
O.P.R.W.Co.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
P.U.E.	PUBLIC UTILITY EASEMENT
( )	RECORD INFORMATION FROM DEED OR PLAT
INST.	INSTRUMENT
SQ. FT.	SQUARE FEET
	ADJACENT PROPERTY LINE
●	FOUND 5/8" IRON ROD WITH CAP STAMPED "PAPE-DAWSON" UNLESS NOTED OTHERWISE.
○	SET 5/8" IRON ROD WITH YELLOW PAPE-DAWSON CAP

STATE OF TEXAS
REGISTERED
ALAN J HORTON
5768
PROFESSIONAL
LAND SURVEYOR

08/11/2025

0 25 50

SCALE: 1"= 50'

MATCHLINE - SEE SHEET 5 OF 6

JOSEPH P. PULSIFER
SURVEY No. 3G
ABSTRACT 498
PATENTED IN CONFLICT WITH
THE ORVILL PERRY SURVEY No
1, ABSTRACT 10,
WILLIAMS COUNTY, TEXAS

LINE TABLE		
LINE	BEARING	LENGTH
L1	N15°38'46"W	14.16'
L2	N29°59'18"E	7.48'
L3	N01°31'50"E	7.61'

RIVER CHASE PARK
SPECIAL WARRANTY DEED
1.031 ACRES
TEXAS PARKS
AND RECREATION FOUNDATION,
a Texas non-profit corporation
TO
CITY OF GEORGETOWN,
a Texas home-rule
municipal corporation
DECEMBER 26, 2015
INST. 2016001514
O.P.R.W.Co.TX.

SPECIAL WARRANTY DEED
39.17 ACRES
A.G. MAHAFFEY
a/k/a ANDREW GLENN MAHAFFEY, Sr.
a/k/a ANDREW GLENN MAHAFFEY
a/k/a ANDY MAHAFFEY
AND
LINDA B. MAHAFFEY
a/k/a LINDA BOYD MAHAFFEY
a/k/a LINDA KAY BOYD
TRUSTEES OF THE
MAHAFFEY LAND & CATTLE CO.
MANAGEMENT TRUST
(GENERAL PARTNER OF)
(MAHAFFEY LAND & CATTLE CO. L.P.)
a Texas limited partnership
TO
ALJD-GTTX, LLC
OCTOBER 16, 2006
INST. 2006101010
O.P.R.W.Co.TX.

DESCRIBED IN
INST. 1997020098
O.P.R.W.Co.TX

OPEN SPACE LOT 1
CALCULATED 2.035 ACRES.
BLOCK A
WOLF RANCH WEST,
SECTION 1A, PHASE 3
INST. 2016085463
O.P.R.W.Co.TX.

N32°00'01"W 253.10'
S32°00'01"E 247.42'
S60°00'58"E 25.60'
C2
C3
C1
(N12°09'W 323.07')
N15°00'55"W 36.84'
S10°38'56"E 73.78'
(S07°13'E')
L2
N73°29'25"E 91.98'
S73°29'15"W 209.83'
FD 1/2" IR

DRAINAGE EASEMENT DE2
0.4159 ACRES
(18,116 SQ. FT.)

CITY OF GEORGETOWN

P.O.B.
N: 10,204,588.69
E: 3,122,966.45

L1
EXISTING ROW
FD 1/2" IR

MEMORIAL DRIVE - C.R. 265
(VARIABLE WIDTH R.O.W.)
(DOCUMENT 2005080398, OPR)

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C1	70.74'	45.04'	89°58'51"	N30°01'56"E	63.69'
C2	44.67'	45.77'	55°55'03"	S70°18'43"E	42.92'

NOTES:

1) 5/8" IRON ROD WITH CAP STAMPED "PAPE-DAWSON" SET AT ALL PARCEL BOUNDARY CORNERS UNLESS NOTED OTHERWISE.
2) THE BEARINGS AND COORDINATES FOR THIS SURVEY ARE SURFACE VALUES IN US SURVEY FEET, BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00 FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE, WITH A SURFACE ADJUSTMENT FACTOR OF 1.00004 APPLIED.
3) ABSTRACTING COMPLETED IN MAY 2025.
4) FIELD SURVEY COMPLETED BETWEEN APRIL 29, 2025 AND MAY 01, 2025
5) A PROPERTY DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS PARCEL PLAT.

PAPE-DAWSON ENGINEERS
SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
10801 N MOPAC EXPY STE 200 | AUSTIN , TX 78759 | 512.454.8711
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

PARCEL PLAT SHOWING
DRAINAGE EASEMENT DE2

FED. RD. DIV. NO.	COUNTY	STATE	ORIGINAL DATE			ROADWAY
X	WILLIAMSON	TEXAS	AUGUST 2025			WOLF RANCH PARKWAY
DIST.	SCALE:		CONT. NO.	SECT. NO.	JOB NO.	SHEET NO.
	1"=50'					4 OF 6

REFERENCE:

Date: Aug 11, 2025, 2:35pm User ID: dcaballero
File: C:\Users\LOCAL_~1\Temp\AcPublish_4732\Parcel-Drainage Esmt 2.dwg

LEGEND:

C.R. 265	COUNTY ROAD 265 – MEMORIAL DRIVE
FD	FOUND
FNC	FENCE
IR	IRON ROD
N.T.S.	NOT TO SCALE
O.P.R.W.Co.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
P.U.E.	PUBLIC UTILITY EASEMENT
( )	RECORD INFORMATION FROM DEED OR PLAT
INST.	INSTRUMENT
SQ. FT.	SQUARE FEET
PL	ADJACENT PROPERTY LINE
●	FOUND 5/8" IRON ROD WITH CAP STAMPED "PAPE–DAWSON" UNLESS NOTED OTHERWISE.
○	SET 5/8" IRON ROD WITH YELLOW PAPE–DAWSON CAP

0 25 50

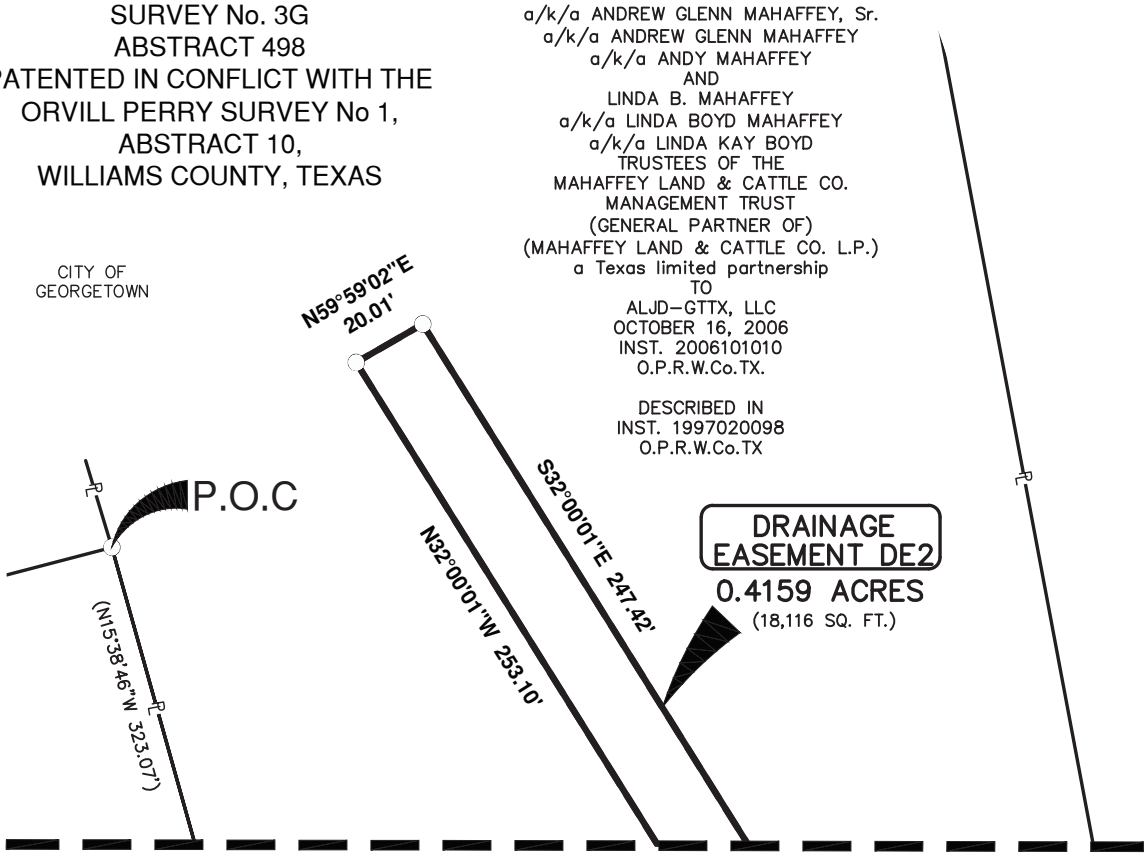
SCALE: 1"= 50'

JOSEPH P. PULSIFER
SURVEY No. 3G
ABSTRACT 498
PATENTED IN CONFLICT WITH THE
ORVILL PERRY SURVEY No 1,
ABSTRACT 10,
WILLIAMS COUNTY, TEXAS

SPECIAL WARRANTY DEED
39.17 ACRES
A.G. MAHAFFEY
a/k/a ANDREW GLENN MAHAFFEY, Sr.
a/k/a ANDREW GLENN MAHAFFEY
a/k/a ANDY MAHAFFEY
AND
LINDA B. MAHAFFEY
a/k/a LINDA BOYD MAHAFFEY
a/k/a LINDA KAY BOYD
TRUSTEES OF THE
MAHAFFEY LAND & CATTLE CO.
MANAGEMENT TRUST
(GENERAL PARTNER OF)
(MAHAFFEY LAND & CATTLE CO. L.P.)
a Texas limited partnership
TO
ALJD–GTTX, LLC
OCTOBER 16, 2006
INST. 2006101010
O.P.R.W.Co.TX.

DESCRIBED IN
INST. 1997020098
O.P.R.W.Co.TX

CITY OF
GEORGETOWN



MATCHLINE - SEE SHEET 4 OF 6

NOTES:

1) 5/8" IRON ROD WITH CAP STAMPED "PAPE–DAWSON" SET AT ALL PARCEL BOUNDARY CORNERS UNLESS NOTED OTHERWISE.
2) THE BEARINGS AND COORDINATES FOR THIS SURVEY ARE SURFACE VALUES IN US SURVEY FEET, BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00 FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE, WITH A SURFACE ADJUSTMENT FACTOR OF 1.00004 APPLIED.
3) ABSTRACTING COMPLETED IN MAY 2025.
4) FIELD SURVEY COMPLETED BETWEEN APRIL 29, 2025 AND MAY 01, 2025
5) A PROPERTY DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS PARCEL PLAT.

PAPE-DAWSON ENGINEERS
SAN ANTONIO I AUSTIN I HOUSTON I FORT WORTH I DALLAS
10801 N MOPAC EXPY STE 200 I AUSTIN , TX 78759 I 512.454.8711
TEXAS ENGINEERING FIRM #470 I TEXAS SURVEYING FIRM #10028800

PARCEL PLAT SHOWING
DRAINAGE EASEMENT DE2

FED. RD. DIV. NO.	COUNTY	STATE	ORIGINAL DATE			ROADWAY
X	WILLIAMSON	TEXAS	AUGUST 2025			WOLF RANCH PARKWAY
DIST.	SCALE:		CONT. NO.	SECT. NO.	JOB NO.	SHEET NO.
	1"=50'					5 OF 6

REFERENCE:

Date: Aug 11, 2025, 2:35pm User ID: dcaballero
File: C:\Users\LOCAL_~1\Temp\AcPublish_4732\Parcel–Drainage Esmt 2.dwg

REFERENCES:

This survey was prepared in conjunction with, but not solely relying on, the Title Commitment listed below.

Title Commitment: G.F. No. GT2503867
Texan Title Insurance Company
Date Effective: July 16, 2025
Date Issued: July 23, 2025

10. The following matters and all terms of the documents creating or offering evidence of the matters.

a. SUBJECT TO
b. NOT A SURVEY MATTER
c. MAY BE SUBJECT TO
d. MAY BE SUBJECT TO
e. MAY BE SUBJECT TO
f. NOT A SURVEY MATTER
g. NOT A SURVEY MATTER
h. NOT A SURVEY MATTER
i. SUBJECT TO
j. SUBJECT TO
k. SUBJECT TO

PAPE-DAWSON ENGINEERS
SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
10801 N MOPAC EXPY STE 200 | AUSTIN , TX 78759 | 512.454.8711
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

PARCEL PLAT SHOWING
DRAINAGE EASEMENT DE2

FED. RD. DIV. NO.	COUNTY	STATE	ORIGINAL DATE			ROADWAY
X	WILLIAMSON	TEXAS	AUGUST 2025			WOLF RANCH PARKWAY
DIST.	SCALE:		CONT. NO.	SECT. NO.	JOB NO.	SHEET NO.
						6 OF 6

REFERENCE:

Date: Aug 11, 2025, 2:35pm User ID: dcaballero
File: C:\Users\LOCAL_~1\Temp\AcPublish_4732\Parcel-Drainage Esmt 2.dwg

City of Georgetown, Texas
City Council
October 27, 2026

SUBJECT:
First Reading - Ordinance approving a temporary pilot street patio program

SUGGESTED ACTION:
First Reading of an Ordinance adding Chapter 12.035 to the Code of Ordinances approving a temporary pilot street patio program regulating the permitting, licensing, operation, maintenance, and use of street patios within the public right-of-way in accordance with Chapter 316 of the Texas Transportation Code -- Kelly Trietsch, Chief Development Officer

ITEM SUMMARY:

FINANCIAL IMPACT:

SUBMITTED BY:
Amber Burnette, City Manager's Office

ATTACHMENTS:
CC 10.27.2026 Street Patio Pilot Program Ord 1st Reading_.pdf
SidewalkCafeOrdinance_rv1.pdf
Ordinance_First Reading_Street Patio Pilot Program with exhibit A.pdf



Street Patio Pilot Program Ordinance

October 27, 2026 | City Council – 1st Reading



Program Intent

- Enhance downtown economic vitality and & pedestrian activity
- Protect public safety, accessibility, drainage, utilities and municipal operations
- Evaluate real-world impacts during the pilot period

Revisions from Workshop Discussion

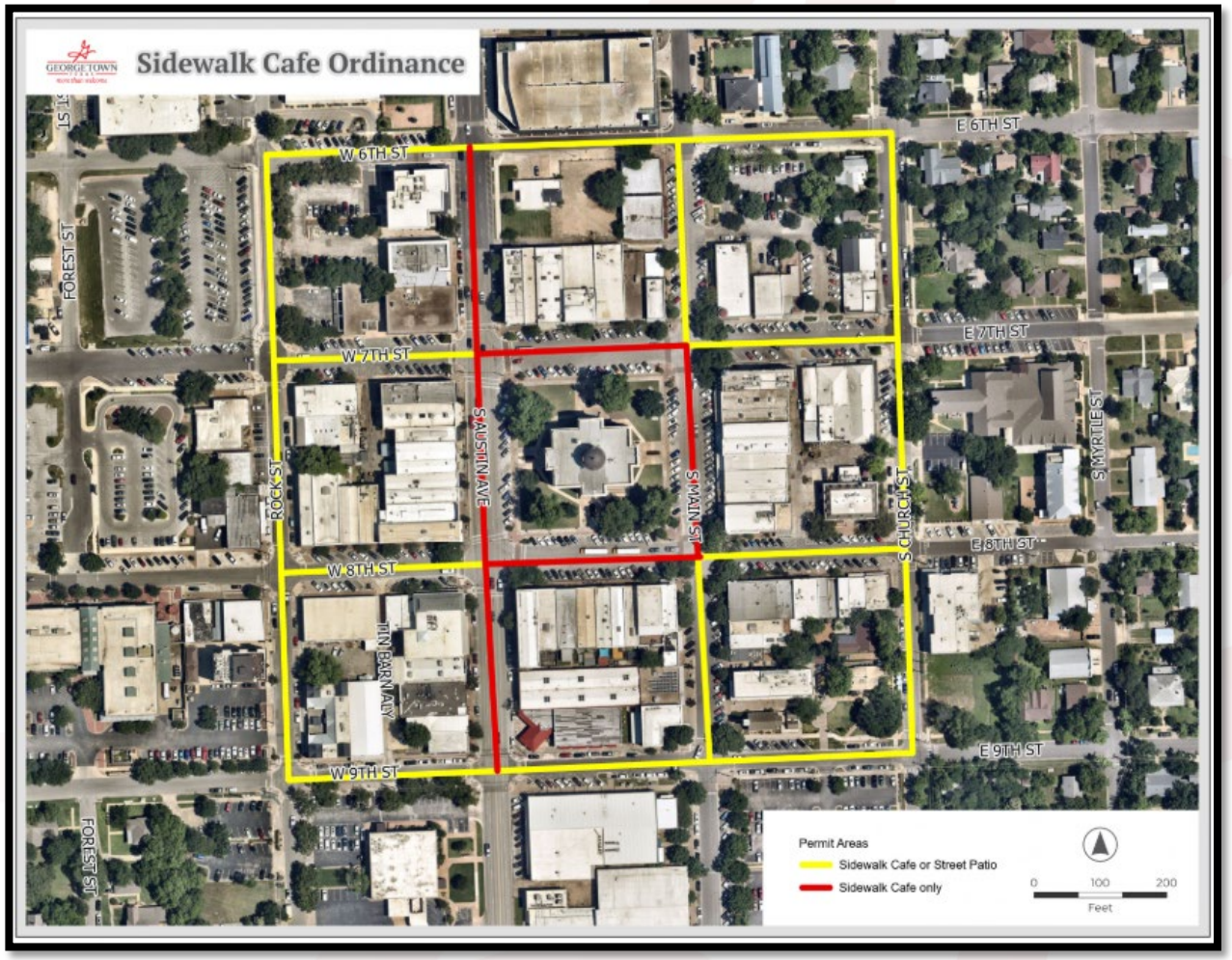
1. Limit ordinance to Street Patio licensing only
2. Add 3 blocks to the north for inclusion of full 9 blocks
3. Add additional 12 months to pilot program– 24-month total
4. Consider max allowed parking space encumbrance
5. Keep the fees as presented – consider calculation per square foot
6. Rely on TABC regulations and remove references in ordinance

Revisions from Workshop Discussion

1. Limit ordinance to Street Patio licensing only
   a. Presented to Downtown Georgetown Association on October 6th
   b. Sending survey to the DGA membership
   c. Continue to communicate with Downtown business owners for additional feedback on Sidewalk Café permitting
   d. Consider adoption later, either during the pilot period or upon full adoption of the ordinance to include both options (Sidewalk Café or Street Patio)

Revisions from Workshop Discussion

2. Add 3 blocks to the north for inclusion of full 9 blocks



Revisions from Workshop Discussion

3. Add additional 12 months to pilot – 24-month total

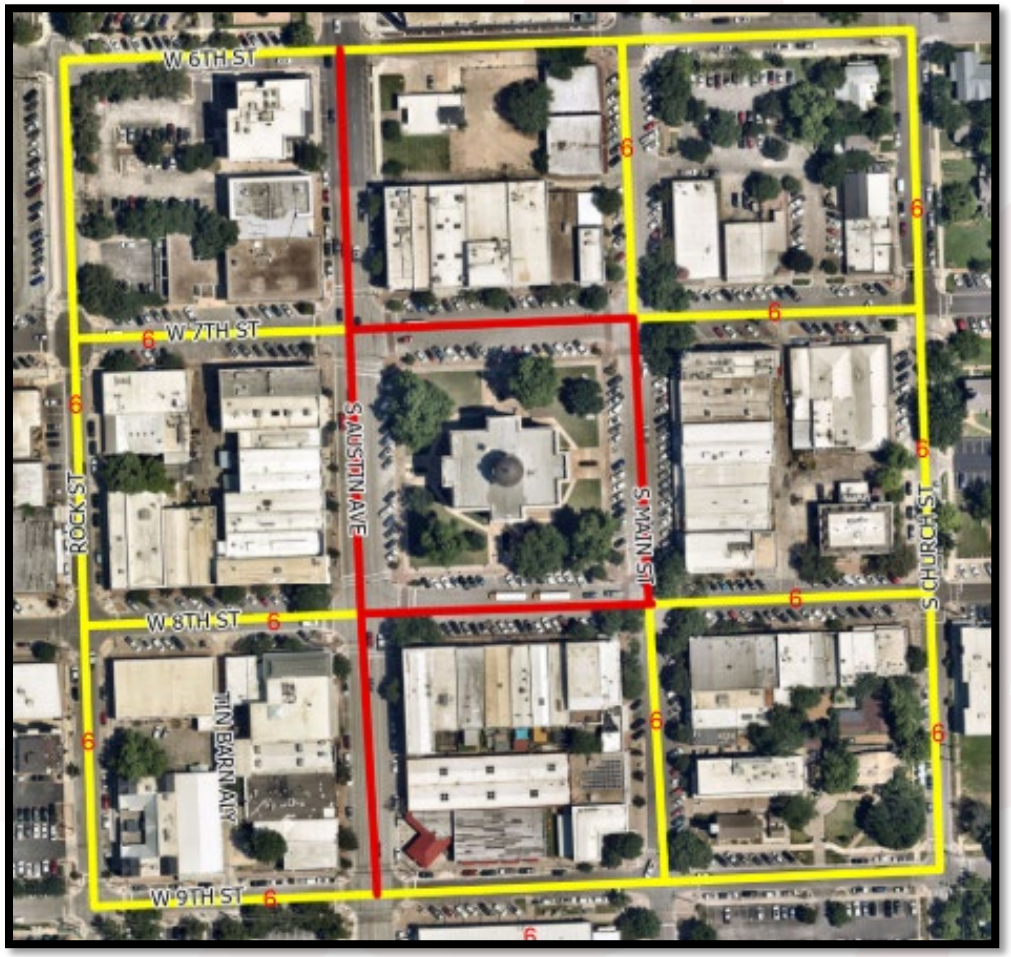
Section 4. The pilot Street Patio program established by this Ordinance is intended to operate as a temporary pilot program for a period of two (2) years from the effective date of this Ordinance unless otherwise extended, renewed, or made permanent by action of the City Council. Upon the expiration of Chapter 12.035, all permits issued and license agreements entered into pursuant to this Chapter shall automatically terminate unless otherwise authorized by the City Council.

Revisions from Workshop Discussion

4. Consider max allowed parking space encumbrance
    a. Consider percentage – Difficult to calculate and manage with the variation in downtown infrastructure and on-street parking types
    b. Consider Max of 2 Street Patios per block - This would cap the max number of spaces at approximately 72 total within the 9-block area when considering on-street parking availability, structures, and business types
    c. The addition of the second parking garage (E. 9th & S. Main) will provide a net gain of 316 spaces (450 proposed replacing 134 existing)
        a. Both public parking garages are on the periphery of the 9-block area (Zone 1 in the 2023 Downtown Parking Study)
        b. Zone 1 contains the highest concentration of restaurants/bars – these spaces have a high turnover rate compared to other land uses (Institute of Transportation Engineers)

Revisions from Workshop Discussion

4. Consider max allowed parking space encumbrance



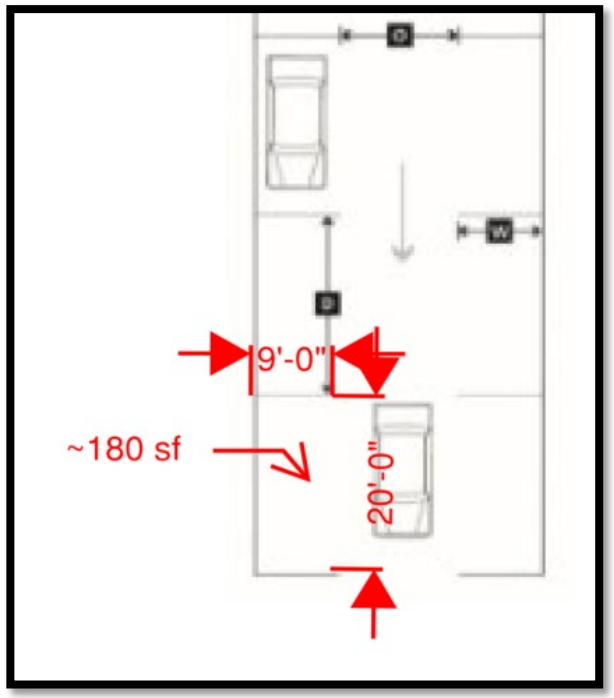
Revisions from Workshop Discussion

5. Keep the fees as presented – consider calculation per square foot

Street Patio	Application	$ 50.00	$ -	
	TUP	$ 150.00	$ 10.00	
	Space 1	$ 2,400.00	$ -	$ 2,610.00
	Space 2	$ 2,400.00	$ -	$ 5,010.00
	Space 3	$ 2,400.00	$ -	$ 7,410.00

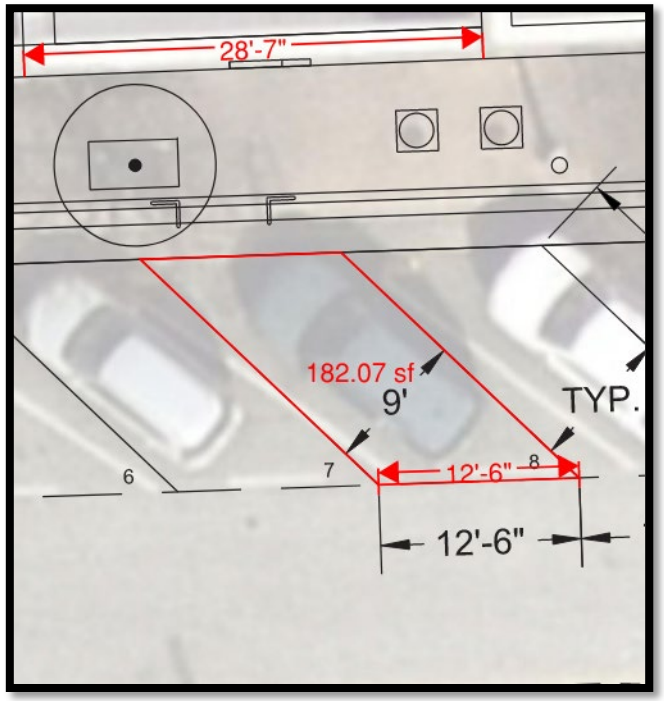
Revisions from Workshop Discussion

5. Keep the fees as presented – consider calculation per square foot



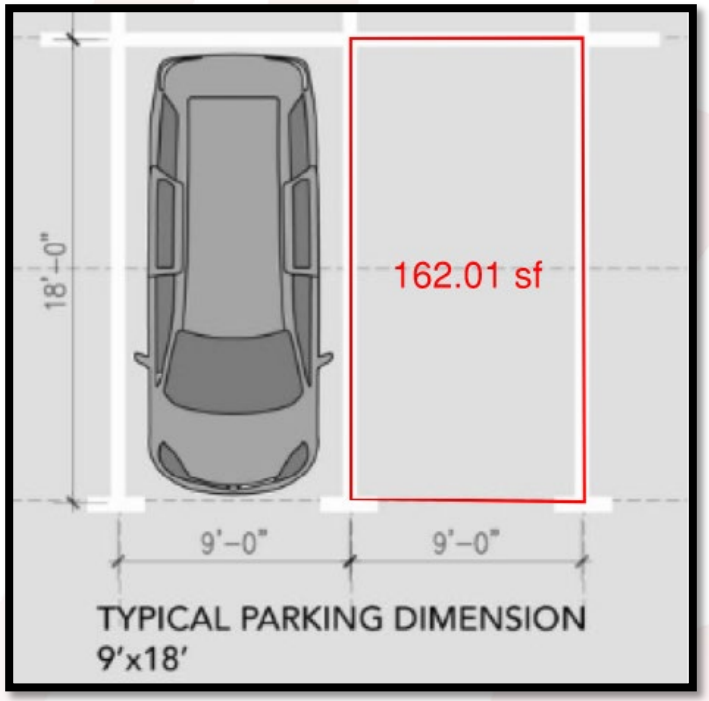
Parallel ~ 9'x20'
$13.30/sf

* $2664.00



Typical Angled
$13.20/sf

* $2693.60



Typical 9'x18'
$14.80/sf

* $2400.00

Revisions from Workshop Discussion

6. Rely on TABC regulations and remove references in ordinance

6. proof of general commercial liability insurance coverage and liquor liability insurance coverage if applicable, in the amount established by the City to protect the City's interest;

7. proof of any required food establishment permits;

8. proof of any required Texas Alcoholic Beverage Commission permits or licenses; and

9. a surety bond or other financial security if required by the City Manager or their authorized designee pursuant to Chapter 316 of the Texas Transportation Code; and

First Reading of an Ordinance

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, ESTABLISHING A TEMPORARY PILOT STREET PATIO PROGRAM; ADOPTING CHAPTER 12.035 OF THE CODE OF ORDINANCES REGULATING THE PERMITTING, LICENSING, OPERATION, MAINTENANCE, AND USE OF STREET PATIOS WITHIN THE PUBLIC RIGHT-OF-WAY IN ACCORDANCE WITH CHAPTER 316 OF THE TEXAS TRANSPORTATION CODE; PROVIDING FOR A TWO-YEAR SUNSET PERIOD UNLESS EXTENDED OR MADE PERMANENT BY THE CITY COUNCIL; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

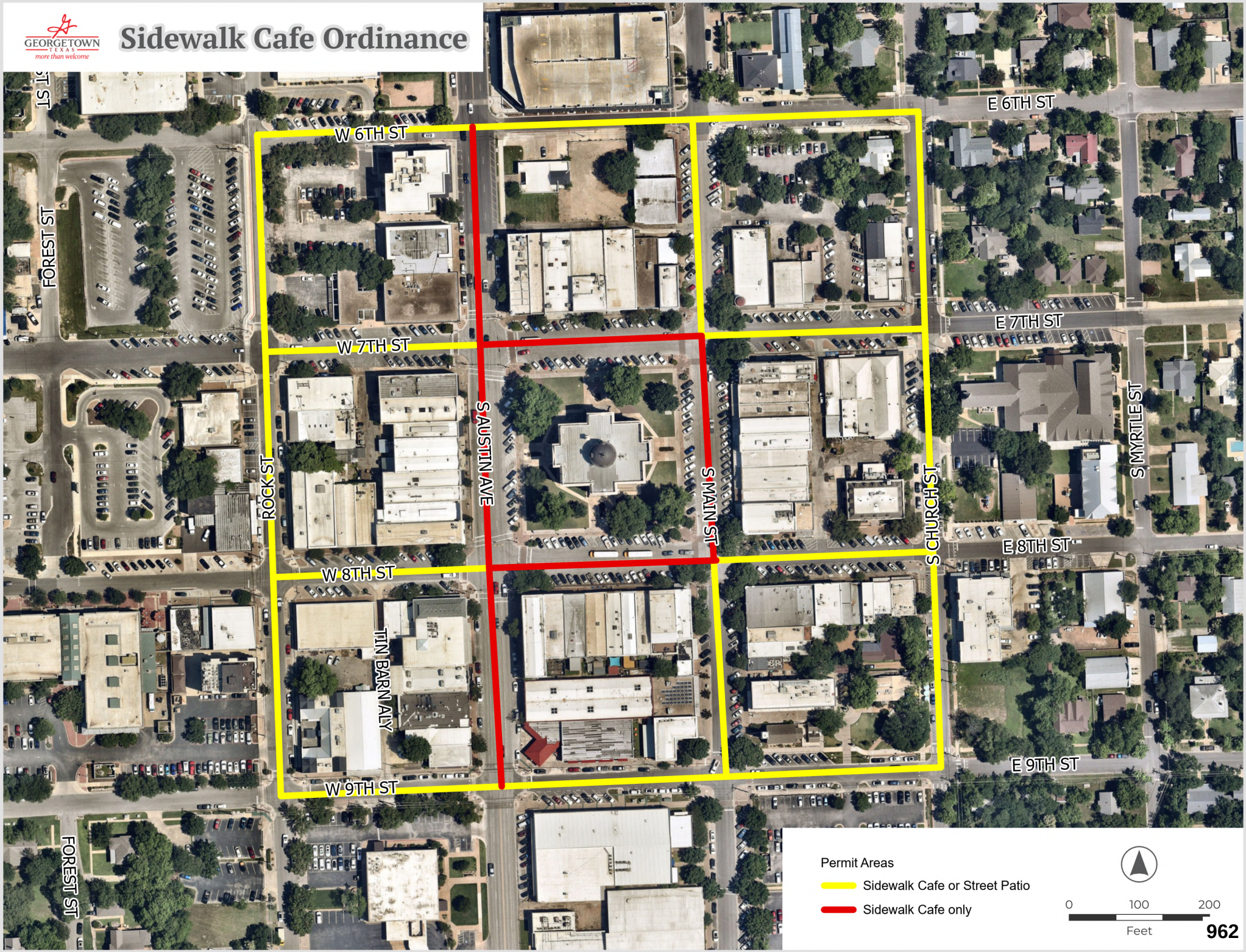
THANK YOU!

GEORGETOWN TEXAS 960

Fees

Request	Permit	Base Fee	Tech Fee	Per Year
Sidewalk Café	Application	$ 50.00	$ -	
	TUP	$ 150.00	$ 10.00	
			TOTAL	$ 210.00
Street Patio	Application	$ 50.00	$ -	
	TUP	$ 150.00	$ 10.00	
	Space 1	$ 2,400.00	$ -	$ 2,610.00
	Space 2	$ 2,400.00	$ -	$ 5,010.00
	Space 3	$ 2,400.00	$ -	$ 7,410.00

Sidewalk Cafe Ordinance



962

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS, ESTABLISHING A PILOT STREET PATIO PROGRAM; ADOPTING CHAPTER 12.035 OF THE CODE OF ORDINANCES REGULATING THE PERMITTING, LICENSING, OPERATION, MAINTENANCE, AND USE OF STREET PATIOS WITHIN THE PUBLIC RIGHT-OF-WAY IN ACCORDANCE WITH CHAPTER 316 OF THE TEXAS TRANSPORTATION CODE; PROVIDING FOR A TWO-YEAR SUNSET PERIOD UNLESS REPEALED BY THE CITY COUNCIL; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; PROVIDING FOR A PENALTY PURSUANT TO CHAPTER 1.08; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Georgetown is a home-rule municipality operating pursuant to the Constitution and laws of the State of Texas, and the City Charter grants the City Council the authority to regulate and control the use of municipal streets, sidewalks, rights-of-way, and other public property for the protection of the public health, safety, and welfare; and

WHEREAS, Chapter 316 of the Texas Transportation Code authorizes municipalities to regulate and permit the use of municipal streets and sidewalks for public conveniences, amenities, and certain private uses; and

WHEREAS, the City Council finds that the safety, health, and welfare of the public are best served by requiring the permitting, licensing, inspection, and regulation of improvements, structures, facilities, encroachments, and private uses located within the public right-of-way; and

WHEREAS, Street Patios located within the public right-of-way constitute temporary private uses and encroachments upon municipal property that require regulation to protect public health, safety, welfare, accessibility, pedestrian circulation, traffic operations, municipal infrastructure, drainage, utility access, and emergency operations; and

WHEREAS, the City Council finds that establishing a temporary pilot Street Patio program will support downtown businesses, encourage economic vitality and pedestrian activity, and provide enhanced dining and retail opportunities while allowing the City to evaluate the operational, safety, accessibility, and infrastructure impacts associated with such uses; and

WHEREAS, the City Council further finds that permits issued pursuant to this pilot program constitute revocable licenses for temporary private use of portions of the public right-of-way, are subject to applicable provisions of Chapter 12.09 of the Code of Ordinances except where Chapter 12.035 provides more specific requirements; and

WHEREAS, the City Council further finds that unless otherwise repealed by action of the City Council, this program shall automatically expire and be of no further force or effect

approximately two (2) years following its effective date on October 31, 2028 and the expiration of Chapter 12.035 shall not create any vested right or entitlement to continued operation of any Street Patio or continued occupancy of any portion of the public right-of-way; and

WHEREAS, the City Council desires to establish a temporary pilot Street Patio program and adopt regulations governing the permitting, operation, maintenance, and use of Street Patios within the public right-of-way; and

WHEREAS, the City Council finds that adoption of this Ordinance and establishment of the pilot Street Patio program is in the best interests of the public health, safety, and welfare of the citizens of Georgetown.

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 conducted in compliance with the Texas Open Meetings Act, Chapter 551 of the Texas Government Code.

Section 2. The findings, recitals, and determinations set forth in the preamble of this Ordinance are hereby found to be true and correct, are adopted by the City Council for all purposes, and are incorporated herein as if fully set forth verbatim.

Section 3. Chapter 12.035 of the Code of Ordinances is hereby added as shown in Exhibit A.

Section 4. The pilot Street Patio program established by this Ordinance is intended to operate as a temporary pilot program for a period of two (2) years from the effective date of this Ordinance unless otherwise extended, renewed, or made permanent by action of the City Council. Upon the expiration of Chapter 12.035, all permits issued and license agreements entered into pursuant to this Chapter shall automatically terminate unless otherwise authorized by the City Council.

Section 5. All ordinances, resolutions, or parts thereof in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict only, and all other ordinances and resolutions not in conflict herewith 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 thereto. This Ordinance shall become effective immediately upon adoption and publication as required by the City Charter and applicable law.

PASSED AND APPROVED on First Reading on the _____of _____, 2026.

PASSED AND APPROVED on Second Reading on the _____ of _____, 2026.

ATTEST:

_____
Robyn Densmore, City Secretary

THE CITY OF GEORGETOWN:

_____
Josh Schroeder, Mayor

APPROVED AS TO FORM:

_____
Skye Masson, City Attorney

EXHIBIT A

EXHIBIT A

CHAPTER 12.035. STREET PATIOS

Sec. 12.035.01. Purpose and Authority.

A. The purpose of this chapter is to regulate the use of municipal Sidewalks and portions of the public right-of-way for Street Patios in a manner that promotes pedestrian activity and economic vitality while protecting public health, safety, welfare, accessibility, and the public's use of Municipal Streets and Sidewalks. This chapter ensure compliance with the Americans with Disabilities Act ("ADA") and Chapter 316 of the Texas Transportation Code relating to the use of Municipal Streets and Sidewalks for public conveniences, amenities, and private uses.

B. This chapter is adopted pursuant to the authority granted by Chapter 316 of the Texas Transportation Code and the City's police powers and home-rule authority.

Sec. 12.035.02. Definitions.

For purposes of this chapter, the following words and phrases shall have the meanings assigned below:

"Code" means the City of Georgetown Code of Ordinances.

"Municipal Street" has the meaning assigned by Chapter 316 of the Texas Transportation Code and means the entire width of a way held by a municipality in fee or by easement or dedication that has a part open for public use for vehicular travel, excluding a designated state or federal highway or county road.

"Street Patio" means a type of Sidewalk Café that is located within a parking space or spaces.

"Permit Area" means the portion of the public right-of-way authorized for use under a Street Patio permit.

"Roadway" means the portion of a Municipal Street improved, designed, or ordinarily used for vehicular travel, excluding a curb, berm, or shoulder.

"Sidewalk" means the portion of a Municipal Street between the curb lines or lateral lines of a Roadway and the adjacent property lines that is improved and designed for or ordinarily used for pedestrian travel.

"Sidewalk Café" means an outdoor dining or customer seating area that is located on a Sidewalk or other approved portion of the public right-of-way adjacent to a business establishment and contains removable tables, chairs, planters, or related appurtenances.

Sec. 12.035.03. Applicability.

A. This chapter applies to all Street Patios located within the public right-of-way of the City.

B. This chapter does not apply to:

1. temporary special events authorized under separate City permits;
2. City's use of a public street; or
3. Political subdivisions of this State.

Sec. 12.035.04. Locations Allowed.

A. Street Patio permits may currently only be issued under this Chapter for locations within the following public rights-of-way: (1) 7th, 8th, and 9th Streets between Rock Street and Church Street; (2) Rock Street, Main Street, and Church Street between 7th Street and 9th Street; and (3) Austin Avenue between 6th Street and 9th Street.

B. A license may only be granted for use of the portion of the public right-of-way that abuts a face of the business premises. A license may extend into the public right-of-way abutting an immediately adjacent business only with the written consent of that property owner.

C. The City Manager or their authorized designee may designate additional areas within the public right-of-way as eligible for Street Patio permits from time to time, as deemed appropriate.

Sec. 12.035.05. Permit Required.

A. All Street Patios must be permitted in accordance with this Chapter.

B. The City Manager or their authorized designee may issue permits in accordance with this chapter and Chapter 316 of the Texas Transportation Code.

C. The City Manager or their authorized designee may, in their sole discretion, limit the number of permits issued under this Chapter.

D. The issuance of a permit under this Chapter is discretionary and does not create or confer any right or entitlement to a permit. Compliance with the requirements of this Chapter and all other applicable laws and regulations does not guarantee issuance of a permit. Any permit issued under this Chapter is subject to the permit holder's continuing compliance with this Chapter and all applicable laws and regulations.

E. A Street Patio permit shall be required in addition to any other permit, license, or approval required by this Chapter or provision of this Code, including building, development, electrical, fire, health, accessibility, or alcohol-related permits.

Sec. 12.035.06. Authorized Applicants.

The owner of the underlying fee title or lawful tenant of property operating as a restaurant, food establishment, or similar business adjacent to the proposed Permit Area may apply for a Street Patio permit.

Sec. 12.035.07. Application Requirements.

A. Applications shall be submitted on forms approved by the City Manager or their authorized designee and shall include:

1. payment of the required application fee;
2. proof of ownership or lawful tenancy;
3. written authorization from the property owner if the applicant is not the fee owner;
4. a scaled site plan depicting:
    a. the dimensions of the Permit Area;
    b. total Sidewalk widths, existing permanent obstructions, and the required clear pedestrian path calculated pursuant to Sec. 12.035.12. Clearances and Accessibility Requirements;
    c. adjacent travel lanes, parking spaces, fire hydrants, utility infrastructure, and accessibility routes;
    d. tables, chairs, barriers, planters, railings, umbrellas, and other appurtenances;
    e. any decking, platforms, or elevation changes; and
    f. ingress and egress routes;
5. color elevations or renderings, if requested by the City Manager or their authorized designee;
6. proof of general commercial liability insurance coverage and liquor liability insurance coverage if applicable, in the amount established by the City to protect the City's interest;
7. proof of any required food establishment permits;
8. proof of any required Texas Alcoholic Beverage Commission permits or licenses; and
9. a surety bond or other financial security if required by the City Manager or their authorized designee pursuant to Chapter 316 of the Texas Transportation Code; and

B. The City Manager or their authorized designee may require plans to be prepared or sealed by a licensed architect or engineer when necessary to evaluate structural integrity, accessibility, drainage, or public safety impacts.

Sec. 12.035.08. Review and Determination.

A. Upon receipt of a completed application, the City Manager or their authorized designee may distribute the application to affected City departments, utility providers, emergency services personnel, and adjacent property owners for review and comment as determined to be necessary be the City Manager or their authorized designee in their sole discretion.

B. In accordance with Chapter 316 of the Texas Transportation Code, the City Manager or their authorized designee shall approve an application only upon finding that the proposed Street Patio:

1. In accordance with Section 316.003 of the Texas Transportation Code:
    a. will not be located on, extend onto, or intrude on:
        1. The Roadway; or
        2. A part of the Sidewalk needed for pedestrian use;
    b. will not create hazardous conditions or obstruction of vehicular or pedestrian travel on the Municipal Street;
    c. the design and location includes all reasonable planning to minimize potential injury or interference to the public in the use of the Municipal Street;
2. In accordance with Section 316.021 of the Texas Transportation Code:
    a. will not interfere with the public use of the street or Sidewalk; and
    b. will not create dangerous conditions on the street or Sidewalk in accordance with Section 316.021 of the Texas Transportation Code.
3. In accordance with Chapter 12.09 of this Code:
    a. serves the public convenience without materially impairing the public's use of the right-of-way; and
    b. will not interfere with existing or reasonably anticipated municipal utilities, drainage infrastructure, public improvements, or municipal operations within the right-of-way.

C. The City Manager or their authorized designee may impose reasonable conditions necessary to protect public safety, utilities, drainage, accessibility, and the public use of the right-of-way.

D. The City Manager or the City Manager's authorized designee may require traffic studies, safety studies, engineering studies, traffic-control plans, drainage analyses, accessibility reviews, or other materials reasonably necessary to evaluate impacts to public infrastructure, public safety, drainage, accessibility, traffic operations, or right-of-way operations as part of the permit

review process. The applicant or permit holder shall be responsible for all costs associated with the preparation and submission of such studies, plans, analyses, and supporting materials.

E. The City Manager or their authorized designee shall approve, approve with conditions, or deny an application within thirty (30) days after receipt of a completed application.

F. Failure of the City Manager or their authorized designee to act within the thirty-day period constitutes a denial.

G. The City Manager or their authorized designee's findings are solely for municipal permitting purposes and do not constitute a representation or warranty regarding safety, structural integrity, code compliance, or suitability.

Sec. 12.035.09. Denial of Application; Reconsideration.

A. The City Manager or their authorized designee shall notify the applicant in writing if the City Manager or their authorized designee determines that the proposed Street Patio does not meet the criteria established by this Chapter or the department. The notice shall identify the criteria which were not met.

B. Before the 30th day after the date the notice under Subsection (A) is mailed or delivered or the application is denied under Sec. 12.035.09 (Review, Findings, and Determination), the applicant may submit to the City for reconsideration one revised plan for a Street Patio on the same proposed street. The payment of a new application fee is not required.

C. A revised plan that is submitted for reconsideration after the deadline for reconsideration in Subsection (B) must be accompanied by a new application under Sec. 12.035.08 (Application Requirements), including the application fee.

Sec. 12.035.10. Design and Operational Standards.

A. A Street Patio shall:

1. be contiguous to a restaurant in which food preparation, sanitation, and related services for the cafe are performed;

2. maintain the minimum clearances required by Sec. 12.035.11. Clearances and Accessibility Requirements;

3. remain open to the air except for umbrellas or approved shade structures;

4. not be enclosed by fixed walls;

5. utilize barriers that are freestanding and not permanently affixed to public property unless otherwise approved by the City; and

6. comply with all applicable ADA accessibility requirements.

B. A Street Patio may not:

1. obstruct or enclose public utility infrastructure without authorization;

2. occupy a designated handicap accessible parking space, fire lane, loading zone, or fire hydrant clearance area;

3. obstruct drainage facilities, curb ramps, transit stops, or emergency access routes;

4. extend into a Roadway; or

5. create hazardous conditions for pedestrians, bicyclists, or motorists; or

6. utilize or install any lighting, electrical lighting fixture, or illuminated device other than solar-powered lighting specifically approved by the City Manager or their authorized designee.

C. Any work performed within the public right-of-way in connection with a Street Patio shall comply with Chapter 12.09 of this Code, applicable right-of-way regulations, City construction standards, and all applicable infrastructure protection requirements.

D. Street Patios spaces shall include protective barriers or traffic-control devices approved by the City.

E. Portable generators are prohibited unless specifically approved in writing by the City.

F. Platforms and decking shall comply with all applicable codes, including City building and fire codes.

G. The permit holder shall continuously maintain the Permit Area in a clean, sanitary, safe, and lawful condition, including the prompt removal of refuse, litter, food waste, and debris and the abatement of nuisances arising from the operation of the Street Patio.

Sec. 12.035.11. Clearances and Accessibility Requirements.

A. Clearance from utility lines.

All Street Patios and associated improvements shall maintain minimum clearances between the facility or improvement and utility lines and infrastructure as required by applicable building, fire, electrical, and utility safety codes.

B. Minimum Clear Pedestrian Path.

Unless otherwise approved by the City Manager or their authorized designee based on site-specific conditions, all Street Patios shall maintain a minimum unobstructed pedestrian clear path on Sidewalks included in the permitted area as required by the City and in accordance with the Americans with Disabilities Act and Texas Accessibility Standards.

C. Existing Obstructions and Improvements.

1. Where an existing Sidewalk contains permanent obstructions that reduce available pedestrian space, the City Manager or their authorized designee may prohibit or modify a proposed Street Patio to preserve adequate pedestrian circulation and accessibility compliance.

2. Where the relocation of an existing municipal or public utility facility or improvement located within a Municipal Street is required for the installation of a permit holder's facility or improvement, the permit holder shall be responsible for all costs associated with the removal and relocation of such facility or improvement.

Sec. 12.035.12. Additional Standards for Street Patios.

A. Approval Required.

No Street Patio may extend into a parking space or Roadway area unless specifically approved by the City Manager or their authorized designee in consultation any affected departments or agencies.

B. Location Restrictions.

A Street Patio located within a parking space or Roadway area may not:

1. occupy more than three (3) contiguous parking spaces unless specifically authorized by the City Manager or their authorized designee;

2. be located within:

   a. a fire lane;

   b. a designated handicap accessible parking space;

   c. a loading zone;

   d. a transit stop or transit access area;

   e. an intersection sight-visibility triangle;

   f. an area that interferes with stormwater drainage; or

   g. an area determined by the City to create a traffic hazard;

3. obstruct access to utility infrastructure, manholes, valves, drainage inlets, or emergency facilities.

C. Traffic Separation and Protective Barriers.

1. All Street Patios and associated improvements shall comply with minimum traffic separation distances and visibility requirements established by the City Manager or their authorized designee.

2. All Street Patios shall include protective barriers, traffic-control devices, or other separation, protection, and traffic control devices as deemed necessary and approved by the City.

3. All barriers and traffic-control devices shall:

    a. remain visible at all times;

    b. be maintained in good condition;

    c. comply with applicable accessibility standards; and

    d. comply with the Texas Manual on Uniform Traffic Control Devices, if applicable.

D. Drainage and Surface Requirements.

1. A Street Patio shall not impede or alter drainage flow within the public right-of-way.

2. Platforms, decking, or floor systems shall:

    a. allow for proper stormwater drainage;

    b. avoid damage to pavement surfaces;

    c. comply with applicable building and fire codes; and

    d. be removable without damage to public infrastructure.

3. The permit holder shall be responsible for all damage to public improvements caused by the Street Patio installation or operation.

E. Accessibility.

1. The permit holder shall maintain pedestrian pathways and other accessible routes in accordance with the Americans with Disabilities Act and Texas Accessibility Standards.

2. Any platform installed within a parking lane area shall provide accessible transitions between the Sidewalk and the Street Patio area where required by applicable law.

F. No Guarantee of Parking Availability.

Issuance of a permit authorizing a Street Patio permit under this Chapter constitutes a temporary and revocable privilege only and does not create a vested right, property interest, or entitlement to the continued occupancy or use of any particular parking space or portion of the public right-of-way upon suspension, revocation, expiration, termination, or cessation of the permitted use.

G. Additional Insurance Requirements.

The City Manager or their authorized designee may require increased insurance coverage, additional insured endorsements, or higher surety bond amounts for Street Patios based on the nature and extent of the proposed use.

Sec. 12.035.13. Insurance, Indemnification, and License Agreement.

A. A permit holder shall maintain throughout the permit term the following insurance in amounts required by appliable law and as determined by the City:

1. commercial general liability insurance;

2. Alcohol/liquor liability insurance when alcohol is served;

3. Workers Compensation insurance; and

4. any surety bond or financial security required by the City Manager or their authorized designee.

B. Each insurance policy shall:

1. provide in substance that the insurer will defend against all claims and lawsuits which arise and will pay any final judgment of a court of competent jurisdiction against the City, its officers, agents or employees;

2. name both Licensee and the City as insured parties to the full amount of the policy limits and to the fullest extent permitted by law;

3. include a waiver of subrogation in favor of the City; and

4. be kept in full force and effect throughout the term of the permit and/or License Agreement issued and/or entered into under this Chapter.

C. Failure to maintain the required insurance coverage in full force and effect throughout the permit term constitutes a material violation of the permit and associated license agreement. Upon any lapse or termination of required insurance coverage, the permit holder shall immediately cease all operations authorized by the permit until the required coverage is restored. The City may suspend or terminate the permit and associated license agreement as provided in this Chapter. Any suspension, expiration, revocation, or termination of the permit or associated license agreement shall not relieve the permit holder of any obligations relating to the maintenance, repair, removal, or restoration of improvements within the public right-of-way, or any indemnification, defense, or other obligations that by their nature are intended to survive. Such obligations shall remain in effect until all improvements have been removed from the public right-of-way and the right-of-way has been restored to a condition acceptable to the City.

D. Contemporaneously with the issuance of a Street Patio permit, the permit holder shall execute a license agreement in a form approved by the City Attorney. The license agreement shall require the permit holder to, at a minimum:

1. maintain the Permit Area in a clean, safe, and lawful condition;

2. defend, indemnify, and hold harmless the City and its officers, employees, and agents from and against any claims, damages, costs, liabilities, or expenses arising from or related to the Street Patio or activities conducted pursuant to the permit;

3. maintain continuous general liability insurance coverage, and any additional insurance required by the City as set forth in this Chapter, throughout the term of the permit and license agreement;

4. comply with all applicable federal, state, and local laws, ordinances, regulations, and accessibility requirements, including the Americans with Disabilities Act;

5. remove all Street Patio improvements, furnishings, barriers, and appurtenances upon expiration, suspension, revocation, termination, or request of the City;

6. restore the Permit Area and any affected public improvements to the condition existing prior to installation of the Street Patio, reasonable wear excepted; and

7. acknowledge and agree that the City retains the right, in its sole discretion, to require the temporary or permanent closure, relocation, modification, suspension, or removal of the Street Patio when reasonably necessary for municipal operations, utilities, drainage, construction, maintenance activities, emergency response, public safety, or any other public purpose.

Sec. 12.035.14. Permit Term and Renewal.

A. A permit issued under this chapter shall be valid for one (1) year unless sooner suspended, revoked, or terminated.

B. A permit may be renewed upon:

1. submission of a renewal application;

2. payment of applicable fees;

3. proof of continuing insurance coverage;

4. execution of a license agreement for the new term; and

5. continued compliance with this chapter.

C. A permit is personal to the permit holder and may not be assigned or transferred.

Sec. 12.035.15. Temporary Closure or Removal.

A. The City may, at any time and in its sole discretion, require the temporary closure, relocation, modification, suspension, or complete removal of any Street Patio whenever the City determines such action is necessary for public health, safety, welfare, municipal operations,

traffic management, utility access, drainage, construction, maintenance activities, emergency response, or any other public purpose.

B. The permit holder shall remove furnishings, barriers, platforms, or appurtenances within the time specified by the City.

C. If the permit holder fails to timely comply with a removal request and fails to remove improvements, the City may remove, relocate, or disable, without liability, any part of a facility for which a permit has been issued and assess all associated costs against the permit holder.

Sec. 12.035.16. Suspension and Revocation.

A. The City Manager or their authorized designee may suspend or revoke a permit for any violation of this Chapter or any other applicable law, code, or regulation, including, but not limited to, failure to pay required fees, failure to maintain required insurance coverage, or cessation of business operations.

B. The City, at its discretion, may terminate any permit issued under this Chapter without notice to the permit holder.

C. Upon revocation or expiration of a permit, the permit holder shall promptly remove all furniture, barriers, and improvements from the public right-of-way.

D. If the permit holder fails to remove improvements, the City may remove, relocate, or disable, without liability, any part of a facility for which a permit has been issued and assess all associated costs against the permit holder.

Sec. 12.035.17. Rearrangement of Furnishings.

A permit holder may rearrange approved tables, chairs, and movable furnishings within the Permit Area without prior approval provided that the rearrangement, remains within the approved Permit Area; maintains all required pedestrian clearances and accessible routes required by this Chapter; does not create a hazardous condition; and otherwise complies with this Chapter.

Sec. 12.035.18. Fees.

Permit, inspection, renewal, and other fees required by this section shall be established from time to time by the City Manager or their authorized designee and reviewed annually by the City Council. All required fees shall be paid prior to issuance of a permit.

Sec. 12.035.19. Relationship to Chapter 12.09.

A. A Street Patio permit issued pursuant to this Chapter constitutes a revocable license for use of the public right-of-way.

B. Except as otherwise expressly provided herein, Street Patios shall remain subject to applicable provisions of Chapter 12.09 of this Code relating to revocable licenses and encroachments within public rights-of-way and easements.

C. In the event of a conflict between this chapter and Chapter 12.09, the more specific provisions of this Chapter shall control.

Sec. 12.035.20. Administrative Authority.

The City Manager or the City Manager's designee is authorized to promulgate administrative regulations, application forms, design standards, operational requirements, and directives consistent with this Chapter as deemed necessary to implement and administer this Chapter. Such administrative regulations and directives shall not conflict with, supersede, or waive any provision of this Code or any other ordinance, law, or regulation adopted by the City Council.

Sec. 12.035.21. Enforcement and Penalty.

A. Notwithstanding any other provision of this Chapter, the City, utility company, or other person authorized by the City may remove, relocate, or disable, without liability, any part of a facility for which a permit has been issued whenever necessary for municipal operations, emergency response, utility access, street maintenance, or protection of public health, safety, or welfare.

B. Any person who violates any of the provisions of this Chapter shall be guilty of an offense and upon conviction thereof shall be punished as provided by Section 1.08.010 of this Code.

C. Each and every day that any such violation continues shall constitute a separate offense and shall be punishable as such.

Sec. 12.035.22. Sunset Provision.

This Chapter will expire at 12:01 a.m. on October 31, 2028, unless this Section is repealed by the City Council.

City of Georgetown, Texas
City Council
October 27, 2026

SUBJECT:
Public Hearing and First Reading - Serenity Ranch ETJ MUD

SUGGESTED ACTION:
Public Hearing and First reading of an Ordinance of the City Council of the City of Georgetown, Texas approving the "Consent Agreement" between the City and CR 150 QOZB, LP, a Delaware Limited Partnership, consenting to the creation of an ETJ Municipal Utility District over approximately 112 acres of land generally situated 1 mile east of IH35, with a small portion of the proposed district's northern boundary situation adjacent to County Road 150 -- Nick Woolery, Assistant City Manager

ITEM SUMMARY:
CR 150 QOZB, LP, a Delaware limited partnership owns approximately 112.21 acres of land in Williamson County, Texas, recorded in the Official Public Records as Document No. 2023083026. The land lies approximately one mile east of IH 35 between County Road 150 and Grove Lane, is not contiguous to the City limits, is within the City's ETJ, is within the City's retail wastewater service area, is within the certified retail water service boundaries of Jonah Water Special Utility District's water Certificate of Convenience and Necessity, is within the certificated retail electric service boundaries of the Pedernales Electric Cooperative's electric CCN, and is within the jurisdictional boundaries of Emergency Services District No. 8.

The Developer filed a Creation Petition on or about October 2, 2025, requesting the City's consent to create one municipal utility district over the Lane, and to develop on the Land a subdivision having a mix of Multifamily, High-Density/Town Home, Medium Density, and Low Density residential development, approximately 30,000 square feet of Commercial/Retail space, 15.4 Acres of Private Parkland with Public Access, Trails, Open Space Areas, Amenity Center Improvements, and associated roadway and drainage improvements, in a subdivision to be called "Serenity Ranch".

FINANCIAL IMPACT:
None to the City.

SUBMITTED BY:
Cresta Lyons, City Manager's Office

ATTACHMENTS:
Serenity Ranch MUD Consent Agreement with Exhibits.pdf
ORD - Serenity MUD - Consenting to MUD Creation and Approving CA.pdf
Serenity Ranch Presentation.pdf

CONSENT AGREEMENT

BY AND BETWEEN:

THE CITY OF GEORGETOWN, TEXAS

AND

CR 150 QOZB, LP, a Delaware limited partnership

AND

WILLIAMSON COUNTY
MUNICIPAL UTILITY DISTRICT NO. __

(for the Serenity Ranch Subdivision)

DATE: _____ ___, 2026

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CONSENT AGREEMENT

THE STATE OF TEXAS	§	
	§	**WILLIAMSON COUNTY**
THE CITY OF GEORGETOWN	§	**MUNICIPAL**
	§	**UTILITY DISTRICT NO. __**
COUNTY OF WILLIAMSON	§	**(Serenity Ranch Subdivision)**

This Consent Agreement ("**Agreement**") is between the **City of Georgetown, Texas** (the "**City**"), a home-rule city located in Williamson County, Texas, and **CR 150 QOZB, LP,** a Delaware limited partnership ("**Developer**"). Upon final creation of the **Williamson County Municipal Utility District No. __,** a municipal utility district to be created pursuant to this Agreement, Article XVI, Section 59 of the Texas Constitution, and Chapters 49 and 54 of the Texas Water Code (the "**District**"), the District shall join in this Agreement and be bound by its provisions.

RECITALS

WHEREAS, Developer owns approximately 112.21 acres of land in Williamson County, Texas, more particularly described in that certain General Warranty Deed dated October 2, 2023 from REALMAC, Ltd., a Texas limited partnership, to Developer, recorded in the Official Public Records of Williamson County, Texas as Document No. 2023083026, and also described by metes and bounds and surveyor's sketch on the attached ***Exhibit A*** (the "**Land**").

WHEREAS, the Land lies approximately one mile east of IH 35 between County Road 150 and Grove Lane, is not contiguous to the City limits, is within the City's extraterritorial jurisdiction ("**ETJ**"), is within the City's retail wastewater service area, is within the certificated retail water service boundaries of Jonah Water Special Utility District's water Certificate of Convenience and Necessity ("**CCN**"), is within the certificated retail electric service boundaries of the Pedernales Electric Cooperative's electric CCN, and is within the jurisdictional boundaries of Emergency Services District ("**ESD**") No. 8.

WHEREAS, on or about October 2, 2025 Developer filed a Creation Petition with the City Secretary's office requesting the City's consent to create one (1) municipal utility district over the Land, and to develop on the Land a subdivision having a mix of Multi-

Family, High-Density/Town Home, Medium Density, and Low Density residential development, approximately 30,000 square feet of Commercial/Retail space, 15.4 Acres of Private Parkland with Public Access, Trails, Open Space Areas, Amenity Center Improvements, and associated roadway and drainage improvements.

WHEREAS, Section 42.042 of the Texas Local Government Code and Section 54.016 of the Texas Water Code require the City's written consent to create a municipal utility district within a city's ETJ.

WHEREAS, this Agreement requires, among other things, execution of the Related Agreements.

WHEREAS, the purpose of this Agreement and the Related Agreements is to set out the mutually agreeable terms and conditions relating to the creation and operation of the District, development of the Land, and provision of certain utility and other services to customers on the Land. This Agreement and the Related Agreements are essential elements of the granting of the City's consent to creation of the District.

AGREEMENT

NOW THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions hereinafter set forth, the Parties contract as follows.

ARTICLE 1. INTRODUCTION AND DEFINITIONS

1.01 **Effect of Recitals.** The Parties agree that the foregoing recitals are true and correct and they are incorporated into this Section by this reference.

1.02 **Definitions.** In addition to the terms defined elsewhere in this Agreement, when capitalized, the following terms and phrases used in this Agreement shall have the meanings set out below:

1445 Agreement: means the Interlocal Agreement between the City and the County addressing responsibility for subdivision regulation in the ETJ under Texas Local Government Code Ch. 242, as the same may be amended from time to time during the term of this Agreement as to procedural matters.

Access Easements: means one (1) or more temporary or permanent easements in favor of the City in Approved Form, located within or outside of the boundaries of the Land, being at least twenty feet (20') wide, and providing access to the Dry Berry Creek Wastewater Interceptor via an Access Road, until such time, if any, as public roads providing access to same are Complete.

Access Road: means a drivable surface road meeting the City's specifications and standards to be constructed by Developer, at no cost to the City, within an Access Easement.

Acquisition Documentation: means written documentation of Developer's and/or the District's (as applicable) efforts to acquire, via good faith negotiations, the County Road 150 ROW, which must include, at a minimum, the following information: legal descriptions and surveys prepared by a licensed surveyor registered to perform land surveys in the State of Texas describing the ROW that is to be acquired; a sworn statement by a duly authorized representative that Developer and/or the District has made good faith efforts to secure the ROW; copies of all information relating to acquisition of the ROW, including but not limited to all appraisal reports (whether prepared by or for Developer, the District, the County, or an affected landowner), all valuation determinations or estimates (whether prepared by or for Developer, the District, the County, or an affected landowner), all communications between Developer, the District, and/or the County and the affected landowner(s) regarding the ROW acquisition, including but not limited to written offers, counteroffers, responses, and all other communications and information relevant to the positions of the above-described persons or entities.

Additional Land Development Standards: means the standards applicable to the Development of the Land that are in addition to those in the UDC and that are set forth in the attached ***Exhibit B*.**

Agreement: means this Consent Agreement between the City, Developer, and, upon its creation, the District, pertaining to the creation and operation of the District, Development of the Land, construction of the Public Infrastructure and the HOA/District Infrastructure, the provision of Wastewater Service by the City, and other matters related to the Development of the Land and the authority and operations of the District.

Amenity Center Improvements: means the club house, pool, parking lot, lighting, trash cans, landscaping, and similar improvements to be constructed by Developer on the Amenity Center Site at no cost to the City.

Amenity Center Site: means the area consisting of approximately 2.2 acres labeled as "Amenity Center" in the general location shown on the Land Plan and the Conceptual Parks and Open Space Plan where Developer shall construct the Amenity Center Improvements.

Approved Form: means, as to a City Utility Easement or a License Agreement, documents in the form posted by the City on the City's website at

https://georgetowntexas.gov/development_services/planning/real_estate/convey_property_to_the_city.php#outer-663 (or its replacement webpage, as the City's website may be updated, redesigned, or revised from time to time in the City's sole discretion), which may be modified only with City Attorney approval, as indicated by the City Attorney's signature thereon, but not otherwise. As to the Major Wastewater Line Easement, the term "Approved Form" shall mean a document in the form approved by the City Attorney and consistent with this Agreement, as indicated by the City Attorney's signature thereon indicating "Approved as to Form". As to an Access Easement or any other easement in favor of the City for which there is no template or form posted on the City's website, and as to the ROW Fiscal Security, the term "Approved Form" shall mean a document in the form approved by the City Attorney and consistent with this Agreement, as indicated by the City Attorney's signature thereon indicating "Approved as to Form."

Approved Plans: means, as to the Major Wastewater Line, the Wastewater Facilities, and the Transportation Improvements, the final City engineer-approved, Engineer-prepared, construction plan(s) for same, plus recordable easements necessary for or related to same, including temporary construction easements, Access Easements, and City Utility Easements. This term shall also encompass all applicable provisions of the Governing Regulations pertaining to the Major Wastewater Line, the Wastewater Facilities, and the Transportation Facilities that are not reflected on the construction plans but which still apply. As to any other improvements, the term means the final construction plans approved in writing by a duly authorized representative of the Governmental Authority having jurisdiction over the design and construction of the improvement.

Assignee: means, as to Developer, a successor to Developer as permitted under **Section 14.03(c)(i)** of this Agreement.

Bond: means (1) any debt instrument, including a bond, note, certificate of participation, or other instrument evidencing a proportionate interest in payments, due to be paid by the District, or (2) any other type of obligation that (a) is issued or incurred by the District under the District's borrowing power, without regard to whether it is subject to annual appropriations, and (b) is represented by an instrument issued in bearer or registered form or is not represented by an instrument but the transfer of which is registered on books maintained for that purpose by or on behalf of the District. The term shall include obligations issued to refund outstanding Bonds but shall not include reimbursement agreements entered into between the District and Developer or bond anticipation notes.

Bond Limit Amount: means THIRTY-TWO MILLION SIX HUNDRED THOUSAND DOLLARS ($32,600,000).

City: means the City of Georgetown, Texas, a home rule city located in Williamson County, Texas.

City Attorney: means the City Attorney for the City.

City Council: means the City Council of the City.

City Manager: means the City Manager of the City.

City Objection: means an objection by the City to a Bond issue as defined in **Section 3.07** of this Agreement.

City Secretary: means the City Secretary of the City.

City's Chief Financial Officer: means the Chief Financial Officer of the City.

City's Director of Parks and Recreation: means the Director of Parks and Recreation for the City.

City Utility Easements: means, collectively, one (1) or more easements inside or outside the boundaries of the Land in favor of the City for any Wastewater Facilities necessary for the City to provide retail wastewater collection and treatment services to customers within the Land where such facilities are not, with prior written consent from the City and the County, within a ROW. The term does not include the Major Wastewater Line Easement, which is separately defined.

Commercial Development Area: means the area within the Land consisting of approximately three (3) acres reserved for commercial Development and uses, to be located generally where shown on the Land Plan and the Project Phasing Plan.

Completion or Complete: means or is deemed to have occurred on the date all of the following events have occurred:

- as to all engineered improvements, the Engineer responsible for preparing the Approved Plan has certified in writing to the Governmental Authority, the District, or HOA accepting same that the improvement is substantially complete such that, as applicable, all pipes, lines, appurtenances, facilities, structures, and equipment have been installed in accordance with the Governing Regulations and are capable of being fully operational following acceptance of the improvement

for use by the District, the HOA, or the Governmental Authority, whichever of them is accepting same; and

- all testing and inspections by the Governmental Authority, the District, or HOA accepting the applicable improvement have been successfully conducted, all final approvals required for use, operation and maintenance from the Governmental Authority, the District, or HOA have been obtained, and the Governmental Authority, the District, or HOA has accepted the improvement for use, operation and maintenance; and

- as to the Major Wastewater Line and the Wastewater Facilities, the City has received and approved all Completion Documentation and Dedication Documentation associated with the improvement, and the City has, in writing, accepted the Major Wastewater Line or Wastewater Facility, as appropriate, for ownership, operation, and maintenance.

Completion Documentation: means (a) the Maintenance Security for a Completed improvement; (b) a set of construction plans for a Completed improvement certified as "as-built" by the Engineer responsible for preparing the Approved Plans for same; (c) all final, recordable City Utility Easements and the Major Wastewater Line Easement (as applicable), if said easements were not delivered with the application for approval of the construction plans for the Completed improvement and approved by the City with the Approved Plans; and (d) all third party warranties and guarantees associated with the improvement.

Conceptual Parks and Open Space Plan: means the diagram attached as ***Exhibit C*** showing the locations of the Amenity Center Site, the Private Parkland with Public Access, the Drainage Facilities, the Open Space Areas, the Sidewalks, and the Trails; however, the Conceptual Parks and Open Space Plan is not based on field or title work and modifications to location may be necessary due to topography, terrain, floodplains and floodways, alignment with connections to adjoining portions of roadways, trails, or utilities on adjacent properties, and similar situations.

Conceptual Transportation Plan: means the diagram attached as ***Exhibit D*** showing the locations of the County Road 150 ROW, the County Road 150 Bend Area, the Country Road 150 Driveway, the Petty Lane ROW, the Petty Lane Entry Road, the Neighborhood Collector Roads, the phasing schedule for roadway improvements, all points of vehicular connection from the Land to the adjacent lands, and, if available, the Internal Roads; however, the Conceptual Transportation Plan is not based on field or title work and modifications to location may be necessary due to topography, terrain, floodplains and

floodways, alignment with connections to adjoining portions of roadways, trails, or utilities on adjacent properties, and similar situations.

Conceptual Wall and Fencing Plan: means the diagram attached as ***Exhibit E*** showing the locations of the HOA Walls and Fencing; however, the Conceptual HOA Wall and Fencing Plan is not based on field or title work and modifications to location may be necessary due to topography, terrain, trees, drainage, easements, utilities, floodplains and floodways, alignment with connections to adjoining portions of roadways, trails, or utilities on adjacent properties, and similar situations. A modification to ***Exhibit E*** for a reason listed above is a "Minor Modification."

Conceptual Wastewater Plan: means the diagram attached as ***Exhibit F*** showing the location of the Major Wastewater Line, including its proposed point of connection with the Dry Berry Creek Wastewater Interceptor; however, the Conceptual Wastewater Plan is not based on field or title work and modifications to location may be necessary due to topography, terrain, trees, drainage, easements, utilities, floodplains and floodways, alignment with connections to adjoining portions of roadways, trails, or utilities on adjacent properties, and similar situations. A modification to ***Exhibit F*** for a reason listed above is a "Minor Modification."

Consent Ordinance: means the ordinance of the City adopting this Consent Agreement (including all Exhibits) and consenting, per its terms, to the creation of the District on the Land.

County Road 150 Bend Area: means that portion of existing County Road 150 beginning approximately 1,600 linear feet east from the intersection of the IH-35 N service /frontage road and County Road 150 and extending approximately 700 linear feet east from said point of beginning, located generally where shown on the Conceptual Transportation Plan.

County Road 150 Cross Section: means the cross-section schematic showing the County Road 150 Phase 1 Improvements, the County Road 150 Phase 2 Improvements, and the County Road 150 ROW, attached as ***Exhibit G***.

County Road 150 Driveway: means the twenty-six foot (26') wide driveway serving as the right-in, right-out point of vehicular connection between the Land and County Road 150, commencing approximately 200 feet west of the County Road 150/Petty Lane Intersection, traversing diagonally southeastward through the Land between the Multi-Family Residential Development Area and the Commercial Development Area, in the location generally shown on Sheet 3 of the Conceptual Transportation Plan.

County Road 150 Driveway Cross Section: means the cross-section schematic showing the County Road 150 Driveway Improvements and the County Road 150 Driveway, attached as ***Exhibit H***, which shall only allow right-in, right-out access, and prohibit parking on both sides of the driveway.

County Road 150 Driveway Improvements: means a twenty-six foot (26') wide driveway with a raised curb traffic island allowing for right-in, right-out access only, and "No Parking" signs on both sides of the County Road 150 Driveway, as generally shown on the attached ***Exhibit I***.

County Road 150 Phase 1 Improvements: means the dedicated turn lanes for turning from County Road 150 onto Petty Lane, to be located within the County Road 150 ROW and Completed by Developer at no cost to the City on or before the Phase 1 Roadway Improvements Completion Deadline.

County Road 150 Phase 2 Improvements: means two (2) twelve-foot (12') wide paved driving lanes (one in each direction); two (2) three-foot (3') wide shoulders (one on each side); re-design and re-construction of the County Road 150 Bend Area to be at least thirty feet (30') wide and with the curve being in accordance with the Texas Department of Transportation Roadway Design Manual for 30 miles per hour curves; culvert extensions, guard rails, and street lighting in the County Road 150 Bend Area, turn lane for the County Road 150 Driveway, to be located within the County Road 150 ROW and Completed by Developer at no cost to the City on or before the Phase 2 Roadway Improvements Completion Deadline.

County Road 150 ROW: means the existing (as of the Effective Date) commencing at the existing intersection of County Road 150 and the IH 35 North Service Road, continuing through the County Road 150 Bend Area, and ending at the County Road 150/Petty Lane Intersection, including the portion of the County Road 150 Bend Area to be acquired by Developer at no cost to the City if needed. The term also includes the land needed for the County Road 150/County Road 150 Driveway Intersection and the County Road 150/Petty Lane Intersection.

County Road 150/County Road 150 Driveway Intersection: means the land needed for the intersection of County Road 150 and the County Road 150 Driveway to be acquired and constructed by Developer, at no cost to the City, in the general location shown on the Conceptual Transportation Plan.

County Road 150/County Road 150 Driveway Intersection Cross Section: means the cross-section schematic showing the County Road 150/County Road 150 Driveway Intersection Improvements within the County Road 150 ROW, attached as ***Exhibit I***.

County Road 150/County Road 150 Driveway Intersection Improvements: means the following improvements to be constructed by Developer, at no cost to the City, within the County Road 150 Driveway on the Land: a right-in-right-out raised curb traffic island at the County Road 150 Driveway Intersection, the County Road 150 deceleration lanes to be constructed by Developer, and "No Parking" signage on both sides of the County Road 150 Driveway, at no cost to the City, in the general location shown on the Conceptual Transportation Plan and as detailed on the County Road 150/County Road 150 Driveway Intersection Cross Section.

County Road 150/Petty Lane Intersection: means the land needed for the intersection of County Road 150 and Petty Lane to be acquired and constructed by Developer, at no cost to the City, in the general location shown on the Conceptual Transportation Plan.

County Road 150/Petty Lane Intersection Cross Section: means the cross-section schematic showing the County Road 150/Petty Lane Intersection Improvements within the Petty Lane ROW, attached as ***Exhibit J***.

County Road 150/Petty Lane Intersection Improvements: means the deceleration and acceleration lanes to be constructed by Developer, at no cost to the City, and in the general location shown on the Conceptual Transportation Plan and as detailed on the County Road 150/Petty Lane Intersection Cross Section.

County: means Williamson County, Texas.

County Authorization: means, collectively, all easements, licenses, permits, agreements, and other documents from the County granting access to and authorizing the Developer to perform the work described in this Agreement on County Road 150 and Petty Lane, and granting access to all affected County ROW for purpose of perpetually maintaining and repairing the HOA/District Areas and Improvements (if needed per the Approved Plans).

Creation Petition: means the petition submitted by Developer to the City Secretary on or about October 2, 2025 requesting the City's consent to the creation of the District.

Days: means calendar days, unless business days are expressly specified.

Dedication Documentation: means and includes all of the following, as applicable:

- As to a City Utility Easement for any Wastewater Facilities that are not located, with the City's and County's pre-approval, within a ROW, and as to a permanent Access Easement, a draft easement instrument in the 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; drafts of all Access Easements (if applicable), a draft License to Encroach (if applicable); and a current title commitment showing the encumbrances of record affecting the proposed easement area.

- As to an Access Easement, a draft easement instrument in the 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; an ownership and lien affidavit covering the proposed easement area, and a draft License to Encroach (if applicable).

- As to the Major Wastewater Line Easement, draft easement instrument(s) in the Approved Form; the legal description(s) (metes and bounds or platted lot) and map or sketch of the proposed easement area(s) prepared by a licensed surveyor registered to practice in the State of Texas; drafts of all Access Easements (if applicable), drafts of all Licenses to Encroach (if applicable); and a current title commitment showing the encumbrances of record affecting the proposed easement area(s).

Develop, Developed, or Development: means the initiation of any activity governed by the UDC related to land or property modification whether for imminent or future construction activities including, but not limited to, division of a parcel of land into two (2) or more parcels; alteration of the surface or subsurface of the land including grading, filling, or excavating; clearing or removal of natural vegetation and/or trees in preparation of construction activities; installation of the Public Infrastructure or Private Infrastructure, construction of impervious surfaces; and Vertical Development. Exclusions from this definition include repairs to existing utilities; minimal clearing of vegetation for surveying and testing; and bona fide agricultural activities.

Developer: means CR 150 QOZB, LP, a Delaware limited partnership, or Assignee if and as permitted under **Section 14.03(c)** of this Agreement.

Development Areas: means, collectively, the Commercial Development Area, the Multi-Family Residential Development Area, the High-Density/Town Home Residential Development Areas, the Medium-Density Residential Development Areas, and the Low-Density Residential Development Area, each to be located generally where shown on the attached Land Plan, and described in more detail on the attached Development Area Standards.

Development Area Standards: means the specific standards and requirements applicable to each Development Area, attached as ***Exhibit K***.

District: means the municipal utility district to be created on the Land.

District's Board: means the Board of Directors of the District.

District's Creation Order: means the final order issued by the TCEQ approving creation of the District on the Land.

Drainage Facilities: means all areas labeled as "Pond" on the Land Plan and the Conceptual Parks and Open Space Plan; and all other water quality, stormwater management, detention, or retention facilities located on or serving the Land, excluding only such of those facilities that are associated with the Transportation Improvements that are to be owned, operated, and maintained by the County or the District, as the County may require.

Dry Berry Creek Wastewater Interceptor: means the thirty-six inch (36") diameter wastewater interceptor to be constructed by others which, as of the Effective Date, is still in the easement acquisition phase and is not yet under construction, and a portion of which will, when Completed, be located west of the westernmost boundary of the Land, to which the Developer-constructed Off-Site Major Wastewater Line will be connected, to be located generally where shown on the Conceptual Wastewater Plan.

Effective Date: means the date on which latest date accompanying the signatures of the duly authorized representatives of the Initial Parties on this Agreement.

End Buyer: means an owner, tenant, or occupant of a Lot, regardless of the proposed use of such Lot.

Engineer: means a registered professional engineer licensed to practice engineering in the State of Texas retained by Developer.

Entry Monumentation: means the subdivision entry sign placed at the primary entrance to the Land as allowed by the UDC.

ESD No. 8: means Williamson County Emergency Services District No. 8

ETJ: means the extraterritorial jurisdiction of the City as determined under Chapter 42 of the Texas Local Government Code, as amended.

Finance Plan: means the District's Finance Plan(s) attached as ***Exhibit L***.

Future Mobility Plan or "FMP": means the City's Future Mobility Plan adopted by the City Council as the City's Functional Transportation Plan by Ordinance No. 2023-73 effective December 12, 2023.

Governing Regulations: means, collectively, the following laws, regulations and documents pertaining to Development of the Land, as any of them may be amended from time to time after the Effective Date, except where expressly defined as being those in effect as of the Vesting Date:

- this Agreement, including all Exhibits; and
- Related Agreements; and
- the City's Code of Ordinances, as it pertains to landscaping and irrigation requirements, water conservation requirements, drought contingency requirements, building permits (including inspections and fees), garbage and recycling collection, wastewater Impact Fees and other fees, cross connection control, buildings and construction, including amendments thereto that may be adopted from time to time after the Effective Date; and
- the UDC in effect on the Vesting Date, as modified by the Additional Land Development Standards and this Agreement; and
- the Approved Plans; and
- the City's Development Manual (including, without limitation, the fee schedules), including amendments thereto that may be adopted from time to time after the Effective Date; and
- the City's Construction Specifications and Standards Manual, including amendments thereto that may be adopted from time to time after the Effective Date; and
- the City's Drainage Criteria Manual, including amendments thereto that may be adopted from time to time after the Effective Date; and
- a Drainage Study for the Land prepared by a qualified engineer licensed and registered in the State of Texas retained by Developer, plus all payments and improvements required to be funded or constructed per the final, City-approved, Drainage Study; and

- City's Traffic Calming Standards, including amendments thereto that may be adopted from time to time after the Effective Date; and

- final plats for portions of the Land that are approved, from time to time, by the City in accordance with this Agreement and the UDC; and

- ordinances that the City is required to adopt from time to time by state or federal law, including amendments thereto that may be adopted from time to time after the Effective Date; and

- all national and international residential and commercial building codes adopted by the City, (*e.g.*, electric codes, building codes, plumbing codes, mechanical codes, energy conservation codes and fire codes), including amendments thereto that may be adopted from time to time after the Effective Date; and

- those state and Williamson County laws, orders, rules, regulations, policies, permits or other requirements pertaining to standards for designing and constructing the Transportation Improvements that do not conflict with this Agreement, including amendments thereto that may be adopted from time to time after the Effective Date; and

- all federal, state, and local laws, orders, rules, regulations, policies, permits, or other requirements pertaining to Wastewater Service, the Wastewater Facilities, Water Service, electric service, garbage and recycling services, and such other laws, rules or regulations pertaining to utility services generally promulgated by any Governmental Authority with jurisdiction over any Development or use of the Land, including amendments thereto that may be adopted from time to time after the Effective Date; and

- all City ordinances pertaining to Wastewater Service (including without limitation all City ordinances, resolutions, and adopted plans pertaining to pretreatment requirements), and such other laws, rules or regulations pertaining to same promulgated by any Governmental Authority with jurisdiction, including amendments thereto that may be adopted from time to time after the Effective Date; and

- the 1445 Agreement, as amended from time to time as to procedural matters, but not as to which of the other Governing Regulations apply to the Development of the Land; and

- the Future Mobility Plan.

Notwithstanding any other provision to the contrary in this Agreement, the Parties acknowledge and agree that modifications or changes to the Governing Regulations that are subject to Texas Local Government Code Chapter 245 shall only apply to the Project if such modifications or changes fall within the exceptions appearing in Section 245.004 Texas Local Government Code or Developer elects, in its sole discretion, to comply with such modifications or changes.

Governmental Authority: means the City, Williamson County, Jonah Water Special Utility District, Pedernales Electric Cooperative, Texas Commission on Environmental Quality, Texas Department of Transportation, U.S. Environmental Protection Agency, U.S. Army Corps of Engineers, the Public Utility Commission of Texas, or other agencies of the State of Texas or the United States of America, to the extent such entities have jurisdiction over the Land, the Project, or the improvements to be constructed on the Land. The term does not include the District or a non-profit corporation created by a local government for tax exemption purposes.

High-Density/Town Home Residential Development Area: means, collectively, the areas within the Land consisting of approximately 16.9 acres in Phase 1 of the Project and portion of Phase 3 of the Project reserved for high-density town home residential uses and Development, to be located generally where shown on the Land Plan and the Project Phasing Plan. The term does not include the Multi-Family Residential Development Area or the type of residential development allowed in the Multi-Family Residential Development Area.

HOA/District Areas and Improvements: means, collectively, all areas and improvements to be owned and maintained by an HOA or the District (*i.e.,* not by the City or any other Governmental Authority or an End Buyer), including, without limitation, the Amenity Center Site, Amenity Center Improvements, Private Parkland with Public Access, Private Parkland with Public Access Improvements, Drainage Facilities, Entry Monumentation, Walls and Fencing, Trails, Sidewalks, and the Open Space Areas, all of which are required to be owned and maintained in perpetuity by the District or the HOA pursuant to the Master Covenant and a Maintenance Agreement.

HOA: means the homeowners association formed by Developer and operating under the applicable laws of the State of Texas where membership is appurtenant to ownership of a Lot on the Land.

HOA/District Infrastructure: means, collectively, the HOA/District Areas and Improvements and any other improvements that are not within the definition of Public Infrastructure and not owned by a Governmental Authority, Developer, or an End Buyer.

Impact Fees: means the wastewater impact fees determined by the City Council of the City in accordance with Chapter 395, Texas Local Government Code, to recoup the costs of capital improvements or expansions to the City's wastewater utility system, as said fee may be revised from time to time by the City Council.

Initial Parties: means the City and Developer.

Interim Period: means the period between the Effective Date and the date the TCEQ issues the District Creation Order pertaining to the District on the Land.

Interlocal Agreements: means agreements between or among the District and other governmental entities and with the City for purposes permitted by the Interlocal Cooperation Act, Chapter 791, Government Code, Section 552.014 of the Texas Local Government Code, and this Agreement.

Internal Roads: means, collectively, all streets and roads and the County Road 150 Driveway to be constructed by Developer entirely within the Land. The term does not include Petty Lane or County Road 150, which are separately defined.

Internal Wastewater Improvements: means the lines/piping, valves, receiving drains, manholes, and other facilities to be constructed by Developer to enable the City to provide Wastewater Service to customers on the Land. The term does not include the service line on an End Buyer's side of a City wastewater main, or the Major Wastewater Line, which is separately defined.

Land: means that certain 112.21 acres of land in Williamson County, Texas, more particularly described in that certain General Warranty Deed dated October 2, 2023 from REALMAC, Ltd, a Texas limited partnership, to 150 QOZB, LP, a Delaware limited partnership, recorded in the Official Public Records of Williamson County, Texas as Document No. 2023083026, and also described by metes and bounds and surveyor's sketch on the attached ***Exhibit A.***

Land Development Standards Checklists: means the checklists attached as ***Exhibit M***.

Land Plan: means the land use plan attached as ***Exhibit N*** showing the locations and sizes of the Development Areas, the County Road 150 Driveway, and Internal Roads, as well as connection points (stub outs) that will, in the future, provide vehicular and pedestrian access to tracts of land adjacent to the Land.

Landscape Buffer Area: means, collectively, the areas of varying width depending on location, within which Developer is required to install the landscape improvements described in the attached Additional Development Standards.

Lender: means a holder of any obligation or debt of Developer or any successor owner of all or any part of the Land (other than an End Buyer) or this Agreement 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.

Lot Landscaping Restrictions: means the landscaping restrictions applicable to each Lot on the Land described in the attached Additional Development Standards.

Lot: means a legal lot on the Land that is included in a final subdivision plat approved by the applicable Governmental Authorities.

Low-Density Residential Development Area: means the areas within the Land consisting of approximately 10.4 acres in a portion of Phase 4 of the Project reserved for low-density residential uses and Development, to be located generally where shown on the Land Plan and the Project Phasing Plan.

Maintenance Agreement: means one (1) or more agreements substantially in the form attached as ***Exhibit O*** and related to maintenance in perpetuity by the HOA or the District for the HOA/District Areas and Improvements.

Maintenance Security: means a written financial guarantee that all workmanship and materials shall be free of defects for a period of two (2) years from the date of acceptance of the Public Infrastructure (or each component of the Public Infrastructure as Completed) by the City in the amount of ten percent (10%) of the total construction cost of all workmanship and materials in a form approved by the City.

Major Modification: means an amendment, modification, or change to the Land Plan and/or the Development Area Standards that is not a Minor Modification. As examples, but not as limitations on the types of changes to the Land Plan or Development Area Standards that would be within the definition of a Major Modification, Major Modifications would include use and Development of any portion of the Land for purposes in ways other than as shown on the Land Plan or set forth in the Development Area Standards, or an increase in density in any Development Area.

Major Wastewater Line: means, collectively, the Off-Site Major Wastewater Line and the On-Site Major Wastewater Line.

Major Wastewater Line Easement: means, collectively, the Off-Site Major Wastewater Line Easement and the On-Site Major Wastewater Line Easement.

Master Covenant: means, collectively, those certain documents that are in all material respects consistent with this Agreement and the Related Agreements, establishing a uniform plan for the governance of the Land by the establishing a declarant and an HOA. The Master Covenant must include the provisions set forth in **Section 8.09.**

MDF or Master Development Fee: means eight percent (8%) of the net Bond reimbursement amount from each Bond issuance calculated using the formula shown on the attached ***Exhibit P***.

Medium-Density Residential Development Area: means, collectively, the areas within the Land consisting of approximately 20.2 acres in a portion of Phase 3 of the Project and in a portion of Phase 4 of the Project reserved for medium-density residential uses and Development, to be located generally where shown on the Land Plan and the Project Phasing Plan.

Minor Modification: means an amendment to the Land Plan or the Development Area Standards pertaining to (a) changes to reduce the density of a residential Development Area (but not changes to reduce the size or developable square footage of the Commercial Development Area), (b) changes of less than ten percent (10%) in the size of a residential Development Area that do not increase the overall number or type of Development allowed in that Development Area per the Development Area Standards, (c) modifications to locations of Walls and Fencing that may be necessary due to topography, terrain, floodplains and floodways, alignment with connections to adjoining portions of roadways, trails, or utilities on adjacent properties, and similar situations, and (c) modifications to Conceptual Wastewater Plans that may be necessary due to topography, terrain, floodplains and floodways, alignment with connections to adjoining portions of roadways, trails, or utilities on adjacent properties, and similar situations.

Multi-Family Residential Development Area: means the area within the Land consisting of approximately 14.9 acres in Phase 2 of the Project reserved for multi-family (apartment) residential uses and Development, to be located generally where shown on the Land Plan and the Project Phasing Plan.

Non-Exclusive PUE: means, collectively, the fifteen foot (15') wide, non-exclusive public utility easements (i.e., easements that are not granted exclusively to the City but granted to the public) to be acquired or provided by the Developer, at no cost to the City, which must be entirely outside of any ROW, the Major Wastewater Line Easement, all City Utility Easements, and any other easement or ROW area, and which are to be located (among other places) parallel and adjacent to, but not within, the Petty Lane ROW and County Road 150 ROW.

Off-Site Major Wastewater Line: means the twelve inch (12") diameter wastewater line to be constructed by Developer at no cost to the City within the Off-Site Major Wastewater Line Easement, being approximately 171 linear feet in length, and connecting the On-Site Major Wastewater Line to the Dry Berry Creek Wastewater Interceptor (after said interceptor's construction by others), to be located generally where shown on the Conceptual Wastewater Plan.

Off-Site Major Wastewater Line Easement: means collectively, one (1) or more easements exclusively in favor of the City to be acquired by Developer, at no cost to the City, in the Approved Form, for the Off-Site Major Wastewater Line, commencing at a point of connection with the to-be-constructed Dry Berry Creek Wastewater Interceptor (to be located west of the westernmost boundary of the Land), thence extending in accordance with the Approved Plans for the Off-Site Major Wastewater Line to connect with the On-Site Major Wastewater Line Easement; having a minimum width of fifty feet (50') , and which easement must be outside of any ROW, Non-Exclusive PUE, City Utility Easement, or other easement.

On-Site Major Wastewater Line: means the twelve inch (12") diameter wastewater line to be constructed by Developer at no cost to the City within the On-Site Major Wastewater Line Easement, to be located generally where shown on the Conceptual Wastewater Plan.

On-Site Major Wastewater Line Easement: means collectively, an easement exclusively in favor of the City to be granted by Developer, at no cost to the City, in the Approved Form, for the On-Site Major Wastewater Line, commencing at a point of connection with the Off-Site Major Wastewater Easement, thence extending through the Land generally alongside the Petty Lane Entry Road ROW; having a minimum width of the greater of (i) twenty feet (20'); or (ii) 2.0 times the depth of the On-Site Major Wastewater Line based on the Approved Plans for the On-Site Major Wastewater Line; and which easement must be outside of any ROW, Non-Exclusive PUE, City Utility Easement, or other easement.

Open Space Areas: means, collectively, approximately 40.3 acres out of the Land inclusive of existing drainage corridors, detention/water quality facilities and areas, floodplains, floodways, greenbelts, Karst features, Springs [as that term is defined in Chapter 11.07 of the UDC], Landscape Buffer Areas, the Drainage Facility areas, and any other natural (unenhanced) open space areas or landscaped areas to be located generally where shown on the attached Conceptual Parks and Open Space Plan.

Partial Assignment of Receivables Agreement(s): means an agreement between the City and Developer, and their permitted successors and Assignees, in the form attached as ***Exhibit Q.***

Parties: means, collectively, the Initial Parties and, upon its creation and execution of this Agreement, the District.

Party: means, individually, the City, Developer, the District (upon its creation), and, as permitted by this Agreement, an Assignee.

Petty Lane: means the future "6-Lane Major Arterial" [as that term is defined in the UDC]-level roadway commencing at the County Road 150/Petty Lane Intersection and extending at least to the southernmost boundary of the Land, one-half of which is to be constructed for that distance by Developer when and as required by this Agreement.

Petty Lane Cross Section: means the cross-section schematic showing the Petty Lane Improvements to be constructed by Developer, at no cost to the City, within the Petty Lane ROW, attached as ***Exhibit R***.

Petty Lane Entry Road: means the "Neighborhood Collector" (as that term is defined in the UDC)-level roadway on the Land serving as the main entry road to the Land from Petty Lane looping so as to have two points of intersection with Petty Lane, commencing approximately 500 feet south of the County Road 150/Petty Lane Intersection, traversing diagonally southwestward through the Land towards the middle of the Land, and then traversing eastward back to Petty Lane, and having three endpoints – one at the County Road 150 Driveway Intersection, a second one at the intersection with local streets in the High Density/Townhome Residential Development Area in Phase 3 of the Project, and the third one at the Project's southernmost intersection with Petty Lane (commencing approximately 1,600 feet south of the County Road 150/Petty Lane Intersection), in the location generally shown on the Conceptual Transportation Plan.

Petty Lane Entry Road Cross Section: means the cross-section schematic for a "2-Lane Neighborhood Collector" (as that term is defined in the UDC) attached as ***Exhibit S,*** having a 68-foot wide ROW, showing the Petty Lane Entry Road Improvements within the ROW.

Petty Lane Entry Road Improvements: means the following improvements to be constructed by Developer, at no cost to the City, within the 68-foot wide Petty Lane Entry Road ROW on the Land: two 11-foot wide drive lanes (one in each direction), two 8-foot wide asphalted shoulder lanes (one on each side), two 5-foot wide Landscape Buffer Areas (one on each side; called a "Sidewalk Buffer" in the FMP), and two 10-foot wide

Sidewalks (one on each side; called a "Sidepath" in the FMP), to be constructed in phases as Petty Lane Entry Road Phase 1 Improvements and Petty Lane Entry Road Phase 2 Improvements, as shown on the Conceptual Transportation Plan.

Petty Lane Entry Road Phase 1 Improvements: means the portion of the Petty Lane Entry Road Improvements to be completed with Phase 1 of the Project, starting at the Project's southernmost entry roadway intersection with Petty Lane (commencing approximately 1,600 feet south of the County Road 150/Petty Lane Intersection) and extending west approximately 600 feet, as shown on the Conceptual Transportation Plan and the Roadway Classification Plan.

Petty Lane Entry Road Phase 2 Improvements: means the portion of the Petty Lane Entry Road Improvements to be completed with Phase 2 of the Project, starting at the Project's northernmost entry roadway intersection with Petty Lane (commencing approximately 500 feet south of the County Road 150/Petty Lane Intersection) traversing west approximately 200 feet to the County Road 150 Driveway/Petty Lane Entry Road Intersection, continuing diagonally southwestward through the Land along the southern perimeter of the Multi-Family Residential Development Area approximately 1,200 feet, turning approximately 90 degrees to the southeast and continuing approximately 400 feet to the western endpoint of the Petty Lane Entry Road Phase 1 Improvements, as shown on the Conceptual Transportation Plan and the Roadway Classification Plan.

Petty Lane Improvements: means one-half (1/2) of the ultimate "6-Lane Major Arterial" (as that term is defined in the UDC), specifically: an eight-foot (8') wide median, two (2) eleven-foot (11') wide paved driving lanes (one (1) in each direction); a one and one-half foot (1.5') wide raised concrete curb and gutter, a ten-foot (10') wide Landscape Area (called a "Sidewalk Buffer" in the FMP), a ten-foot (10') wide Sidewalk (called a "Sidepath" in the FMP), and a three and one half foot (3.5') wide Landscape Area , to be Completed by Developer on or before the Phase 1 Roadway Improvements Completion Deadline at no cost to the City within the Petty Lane ROW.

Petty Lane ROW: means the 67.5-foot wide ROW (being one-half (1/2) of the ultimate 135' wide total ROW needed for a "6-Lane Major Arterial," as that term is defined in the UDC) to be dedicated by Developer to the County, or acquired by Developer and transferred to the County, at no cost to the City, commencing at the County Road 150/Petty Lane Intersection at the northeastern corner of the Land, continuing generally southward to the southern boundary of the Land for a distance of approximately 1,750 linear feet within which the Developer shall construct, at no cost to the City, the Petty Lane Improvements, bordered on the west side of Petty Lane ROW by a Non-Exclusive PUE (outside of the ROW), as generally shown on the Conceptual

Transportation Plan, and more specifically shown on the attached Petty Lane Cross Section.

Phase 1 Roadway Improvements: means, collectively, the Petty Lane Improvements, the County Road 150 Phase 1 Improvements, the Petty Lane Entry Road Phase 1 Improvements, the Petty Lane/CR 150 Intersection Improvements, the Local Street within the High Density/Townhome Development Area located within Phase 1 of the Project connecting to Petty Lane and the Neighborhood Collector Road within the High Density/Townhome Development Area, and the Neighborhood Collector Road within the High Density/Townhome Development Area connecting to Petty Lane, as shown on Sheet 2 of the Conceptual Transportation Plan attached as ***Exhibit D*** and on the Project Phasing Plan attached as ***Exhibit T***.

Phase 1 Roadway Improvements Completion Deadline: means before, and as a condition of, the City's approval of the first final plat of any portion of the Land.

Phase 2 Roadway Improvements: means, collectively, the County Road 150 Phase 2 Improvements, the County Road 150 Bend Improvements, and the County Road 150/Petty Lane Intersection Improvements, the County Road 150 Driveway Improvements, the County Road 150/County Road Driveway Intersection Improvements, and the Neighborhood Collector shown on ***Exhibit T*** to be in Phase 2 of the Project commencing at Petty Lane, crossing the floodplain area, and ending at a point of connection with the Neighborhood Collector Road within the High Density/Townhome Development Area within Phase 1 of the Project. as shown on Sheets 1 and 3 of the Conceptual Transportation Plan attached as ***Exhibit D*** and on the Project Phasing Plan attached as ***Exhibit T***.

Phase 2 Roadway Improvements Completion Deadline: means after Completion of the Phase 1 Roadway Improvements and before, and as a condition of, the City's approval of the first final plat for any portion of the Land that is anywhere outside of the area described on the Land Plan as being within Phase 1 of the Project.

Private Parkland with Public Access: means approximately 15.4 acres out of the Land in the general location shown on the Land Plan. Approximately 2.0 acres out of the approximately 15.4 acres of Private Parkland with Public Access is located outside of the floodplain, including the area labeled as "Sunset Garden" on the attached Conceptual Parks and Open Space Plan.

Private Parkland with Public Access Improvements: means any improvements constructed or placed on the Private Parkland with Public Access (e.g., playscapes, trash receptacles, benches), Trails, and landscape Lots.

Project: means the Development of the Land consistently with this Agreement, and having up to 111 Single Family Residential Lots, up to 160 Town Home Lots, up to 300 Multi-Family Dwelling Units (apartment units), approximately 30,000 square feet of Commercial space within the Development Areas, and also having the HOA/District Areas and Improvements, the Public Infrastructure, and the HOA/District Infrastructure.

Project Phasing Plan: means the project phasing plan attached as ***Exhibit T*** showing the locations and approximate unit/lot counts per development phase of the Project.

Public Infrastructure: means, collectively, the Transportation Improvements, the Major Wastewater Line, the Wastewater Facilities, and the improvements needed for other utility providers to provide services to the Land constructed for public use pursuant to this Agreement and conveyed to the applicable Governmental Authority.

Related Agreements: means, collectively, the Partial Assignment of Receivables Agreement, the Major Wastewater Line Easement, the City Utility Easements, the County Authorization(s), and the Maintenance Agreement(s).

Roadway Classification Plan: means the diagram attached as ***Exhibit U,*** showing the locations and classifications of the County Road 150 Driveway, one-half of Petty Lane, the Petty Lane Entry Road, and Internal Roads.

ROW: means public right-of-way dedicated or transferred by Developer, or caused to be dedicated or transferred by Developer, to the County or the District, as the County may require.

ROW Fiscal Security: means either (a) an irrevocable letter of credit to be provided by Developer in favor of the City issued by a major U.S. bank meeting the City's minimum standards for credit ratings and being in form and substance acceptable to the City, and continuously remaining in place until drawn upon or released by the City under the terms and conditions of this Agreement; or (b) a cash deposit received by the City from Developer, which shall be deposited by the City in an escrow account and remain in place until drawn upon or released by the City under the terms and conditions of this Agreement, in the amount of 125% of the City-approved Engineer's estimated costs for the City to acquire the Petty Lane ROW, plus 125% of the City-approved Engineer's estimated costs for the City to Complete the County Road 150 ROW Improvements and/or the Petty Lane ROW Improvements.

Service Contract: means any contract with the District for goods or services, including water service, fire protection, and emergency response services, but specifically

excluding professional service contracts and contracts for design, permitting and construction of the Public Infrastructure.

Service Units: has the meaning given to the term "Service Unit" in the City Code of Ordinances Section 13.32.10.E, calculated as described in Section 13.32.050 of the City Code of Ordinances, as the same may be amended from time to time by the City Council in its sole discretion.

Sidewalk: means a concrete sidewalk to be constructed by Developer within the boundaries of the Land, at no cost to the City, having varying widths (depending on location) and to be owned and maintained by the County or an HOA or the District (depending on location).

Sidewalk Easements: means, collectively, easements, in a form acceptable to the HOA or the District, as applicable, allowing the Sidewalks to meander outside the ROW into an Open Space Area owned by an HOA or the District, and requiring the sidewalk to be owned and maintained by the HOA or the District.

Structure: has the meaning given in the UDC, but in any event, also includes every structure designed or intended for human occupancy and every accessory structure intended for human occupancy.

TCEQ: means the Texas Commission on Environmental Quality, or its successor agency.

Trails: means, collectively, the pedestrian and bike trails to be constructed by Developer at no cost to the City within the Public Parkland and connecting to the nearby Open Space Areas (within the Land) and allowing for future connection by others with the existing "Berry Springs Park and Preserve Trail" (outside of the Land) as shown on the Conceptual Parks and Open Space Plan), being at least ten feet (10') wide, constructed of concrete, or, if approved in advance by the City's Director of Parks and Recreation, of asphalt, crushed granite, or natural materials, and providing for pedestrian and bicycle circulation, to be located generally where shown on the Conceptual Parks and Open Space Plan.

Transportation Improvements: means and includes all roadways in or serving the Project, including (without limitation), County Road 150 ROW (with improvements), the Petty Lane ROW (with improvements), the Petty Lane Entry Road, the County Road 150 Driveway and Intersection (with improvements), the County Road 150/Petty Lane Intersection (with improvements), and all Internal Roads, to be constructed in phases as described in this Agreement and shown on ***Exhibit D.*** The term also includes all drainage

and stormwater management improvements serving the above-referenced roadways and the Intersections, but does not include the "Drainage Facilities."

TxDOT: means the Texas Department of Transportation.

"Unified Development Code" or *"UDC"* has the following meaning, given that this Agreement has been negotiated at the same time as the City's Unified Development Code was undergoing revision; therefore, for the purposes of this Agreement, the term "UDC" means the version of the City's Unified Development Code posted for review on the City's agenda for the July 28, 2026 City Council meeting, and approved by City Council on August 11, 2026. Notwithstanding the foregoing, Developer may elect, in its sole discretion, to comply with later versions of, or amendments to, the UDC adopted by the City Council after August 11, 2026, if any.

Vertical Development: means the construction, installation or remodeling of Structure(s) for which the City typically requires a building permit.

Wall and Fencing Standards: means the design and construction standards for the HOA Walls and Fencing attached as ***Exhibit W.***

Walls and Fencing: means the walls and fencing meeting the Walls and Fencing Standards separating residential Lots from the Petty Lane Entry Road, Open Space Areas, Amenity Center Site, Private Parkland with Public Access, and the Drainage Facilities, placed within an Open Space Area or within perpetual easements granted to the HOA or the District if not within an Open Space Area, and not in any ROW, Non-Exclusive PUE, the Major Wastewater Line Easement, City Utility Easement, or any other easement to be constructed by Developer and maintained in perpetuity by the HOA or the District at no cost to the City, generally where shown on the Conceptual Walls and Fencing Plan and the Conceptual Parks and Open Space Plan.

Wastewater Facilities: means, collectively, the Major Wastewater Line and the Internal Wastewater Improvements to be constructed by Developer at no cost to the City to enable the City to provide retail wastewater service to the Land, and which are to be transferred to the City on Completion for ownership, operation, and maintenance. The term "*Wastewater Facility*" shall mean any one (1) of the Wastewater Facilities.

Wastewater Service: means the provision by the City of domestic wastewater collection and treatment services to retail customers within the District.

Water Service: means provision by the Jonah Water Special Utility District of domestic water services to retail customers within the District.

ARTICLE 2. CONSENT TO CREATION; REQUIRED CONDITIONS

2.01 **Petition for Consent to Creation of the Districts.** The City acknowledges receipt on October 2, 2025 of the Creation Petition, in accordance with Section 54.016 of the Texas Water Code, for creation of a "city service district" over the Land in the City's ETJ that may exercise all power granted by Chapters 49 and 54 of the Texas Water Code. The City Council grants its consent to creation of one "city service District" on the Land, subject to the terms and conditions of this Agreement and the Related Agreements.

2.02 **Reimbursement of City Costs and Expenses.** As additional consideration for this Agreement, Developer shall pay to the City an amount equal to all applicable City application fees, plus the City's out-of-pocket costs, fees, and expenses (including but not limited to attorney's fees and other professional service fees), incurred by the City in connection with the City's consent to formation of the District, and negotiation and preparation of this Agreement and the Related Agreements. All such costs, fees and expenses that were invoiced to Developer prior to the date that this Agreement is considered by City Council shall be paid in full to the City before this Agreement is considered at First Reading by the City Council. All remaining or additional amounts must be received by the City on or before the Effective Date. In addition, during the term of this Agreement, Developer or the District shall remit to the City within thirty (30) days after receipt of request for same, payment for any additional fees, costs or expenses incurred by the City in the administration or amendment of this Agreement or the Related Agreements, as provided in **Section 4.03**.

2.03 **Organizational Meeting of the District's Board.** The first organizational meeting of the District's Board must be held within sixty (60) days after the issuance of the District Creation Order.

2.04 **Execution of this Agreement by the District.** At the first organizational meeting of the District, the District's Board must approve this Agreement, cause this Agreement to be signed by a duly authorized representative of the District's Board, and return a fully executed, certified copy of this Agreement to the City Attorney within fifteen (15) days after the date of the organizational meeting of the District's Board.

2.05 **Execution of Consent to the Partial Assignment of Receivables Agreement by the Districts.** At its first organizational meeting, the District's Board must consent to the Partial Assignment of Receivables Agreement executed by Developer, as evidenced by the signature of a duly authorized representative of the District's Board, and return a fully executed, certified copy of the Partial Assignment of Receivables Agreement to the City Attorney within fifteen (15) days after the date of the organizational meeting of the District's Board.

2.06 **Limit on the District's Authority**. Prior to the time that this Agreement is executed by Developer, City, and the District, the time that the Partial Assignment of Receivables Agreements is executed by Developer and consented to by the District, and all such fully-executed documents are returned to the City Attorney, the District shall not issue Bonds or enter into developer reimbursement agreements (unless such developer reimbursement agreements provide that they are only effective if, and when, the foregoing documents have been executed and delivered to the City Attorney) and the District shall be prohibited from taking any affirmative act to do so.

2.07 **Effect of Developer's Failure to Timely Execute and Return Documents**. If the District or Developer fail to approve, execute, and deliver to the City this Agreement or the Partial Assignment of Receivables Agreements within the time frames required by this **Article 2**, and such failure is not cured within fifteen (15) days after Notice from the City, such failure shall constitute a material breach of this Agreement and shall operate to prohibit the District from taking any affirmative act to issue Bonds or executing developer reimbursement agreements until the failure has been cured. In addition, the effectiveness of all reimbursement agreements executed by the District and land development agreements executed by Developer or the District shall be expressly conditioned upon approval and execution by the District's Board of this Agreement and the Partial Assignment of Receivables Agreements with Developer and Developer's respective successors and any Assignee.

2.08 **Deadline for Developer Execution**. Notwithstanding anything in this Agreement to the contrary, this Agreement shall be void and have no further force or effect if this Agreement is not executed by Developer within fifteen (15) days after the City Council has approved same, and Developer has delivered three (3) executable originals to the City Attorney.

2.09 Withdrawal of Consent.

(a). The City's consent to the creation of the District shall be deemed withdrawn and this Agreement shall be void and have no force or effect if:

(i) The District Creation Order has not been issued within twenty-four (24) months after the Effective Date except that if the creation petition is protested at the TCEQ by a person who is not the City, the deadline for issuance of the District Creation Order is extended until a final order is issued by the TCEQ on the creation petition; or

(ii) The District has not held a confirmation election within eighteen (18) months after the issuance of the first District Creation Order.

(b). The City's consent to the creation of the District shall be deemed withdrawn and the District shall be dissolved if the District has been inactive for a period of five (5) consecutive years and has no outstanding bonded indebtedness. For purposes of this provision, "inactive" means that the Board of Directors of the District has not held a meeting during this time.

(c). If an event described in **Subsection (a)** occurs, the intent of the Parties is that the District is not to be created and Developer hereby agrees that this Agreement will terminate automatically, all applications or other documents pertaining to creation of the District or issuance of Bonds submitted to the TCEQ, the Attorney General, or the state legislature shall be withdrawn, no District confirmation election shall be called or held, and Developer shall forbear from executing any documents or instruments or taking any other actions enabling the creation, or confirmation of the creation, of the District. If an event described in **Subsection (b)** occurs, the intent of the Parties is that the District is to be immediately dissolved, and Developer and the District hereby agree to promptly execute and deliver all documents and instruments and take all reasonable actions as may be necessary or appropriate to cause the dissolution of the District to occur as soon as possible. On final dissolution of the District for the reasons described in Subsection (b), this Agreement will automatically terminate as to the District. If any event described in **Subsection (a) or Subsection (b)** occurs, neither Developer nor the District shall contest or appeal TCEQ proceedings or decisions to dissolve the District or oppose the City's request for a public and/or contested case hearing on a petition filed with the TCEQ for creation of the District (or any other special district) on the Land or any part of the Land without the City's written consent evidenced by the City's execution of a consent agreement pertaining to the Land or any part of the Land. Further, if any event described in either **Subsection (a) or Subsection (b)** occurs, the District expressly and irrevocably waives any claims against the City for repayment of costs and expenses which would otherwise be eligible to be reimbursed to Developer by the District pursuant to the rules and regulations of the TCEQ or other applicable law.

2.10 **Required Submittals to the City Prior to Creation of the District**. Concurrently with the submission of the District creation application to the TCEQ, Developer agrees to submit to the City a copy of the draft application and all supporting documents, including (without limitation) evidence that the land to be included in the District is coterminous with the boundaries of the Land and is in the City's ETJ, and a financial statement of Developer as required by TCEQ rules.

2.11 **No Incorporation; No Other Jurisdiction; No Annexation**. In furtherance of the purposes of this Agreement, the District and Developer, on behalf of themselves and their respective successors and assigns, covenant and agree that, except after

receiving written consent from the City Council, none of them shall: (1) initiate, seek or support any effort to incorporate the Land or any part thereof; or (2) sign, join in, associate with, or direct to be signed any document seeking to incorporate the Land or seeking to include the Land within the boundaries of a special district, governmental assessment jurisdiction, other municipality, or any other governmental entity or area other than the City; (3) initiate, seek or support any effort to annex additional land into the boundaries of a District; or (4) initiate, seek or support any effort to remove all or any portion of the Land from the corporate boundaries of the City's ETJ or, after annexation by the City , from the City limits.

2.12 **No Property Tax Exempt Entities.** Developer and District, on behalf of themselves and their respective successors and assigns, covenant and agree that, unless approved in advance by the City Council via a written amendment to this Agreement and to any affected Exhibits and Related Agreements, none of them shall cause, suffer, allow, initiate, seek or support conveyance of any part or interest in the Land to, or financing of any development on the Land or portion of the land by or through a Public Finance Corporation or Housing Finance Corporation created under Texas Local Government Code Chapter 303 or Chapter 394 (or their successor statutes). The City Council may, but is not required to, approve, or conditionally approve, a request to modify or remove the foregoing restriction in the City Council's reasonable discretion and judgement, where approval of such a request based on approval of similar requests by other land owners with similar restrictions shall be considered reasonable.

2.13 **Annexation of Land into the District**. No additional land other than the Land can be annexed into the District without the prior written consent of the City Council, and amendment of this Agreement and the affected Related Agreements. Any attempted annexation of additional land into the District without the prior written consent of the City Council, including amendments to this Agreement and the affected Related Agreements, will have no force or effect.

2.14 **Limit on Exercise of Eminent Domain Powers**. The District is not authorized to exercise the power of eminent domain to acquire any interest in property that is located outside the boundaries of the District except (i) when necessary to obtain the Off-Site Wastewater Line Easement, the Access Easements, or off-site easements for Drainage Facilities or Water Service, which shall not require prior approval by the City Council; or (ii) when such power is exercised with the express prior written consent of the City Council.

2.15 **Service Contracts and Interlocal Agreements**. The District shall not, without the prior written approval of the City Manager, enter into any Interlocal

Agreements permitted by the Interlocal Cooperation Act, Chapter 791, Government Code; and Section 552.014 of the Texas Local Government Code or any Service Contracts with terms that (a) would require the payment of a "termination" or similar fee for their termination; or (b) are not unilaterally terminable by the District upon (x) sixty (60) days' notice or less; or (y) the end of the District's then-current fiscal year, whichever is later. The City Manager shall timely review all contracts submitted under this Section and either approve them or provide written comments specifically identifying any changes required for approval within thirty (30) days of receipt. If no City comments are received within such time, the City's consent to the Interlocal Agreement or Service Contract will be deemed to have been granted.

ARTICLE 3. ISSUANCE OF BONDS BY DISTRICT

3.01 **Restrictions on Issuance of Bonds**. The District shall not issue Bonds until all of the conditions listed below have been met:

(a). The documents required by **Section 2.04 and Section 2.05** of this Agreement are fully executed and delivered to the City in accordance therewith; and

(b). The Off-Site Wastewater Line Easement (in Approved Form) has been acquired by Developer on behalf of the City and said easement has been recorded in the Official Public Records of Williamson County, Texas, and said easement shall be assigned to the City upon execution of Consent Agreement; and

(c). The rights of way for County Road 150 and Petty Lane have been acquired by or dedicated by Developer to the County

3.02 **Authorized Purposes**. The purposes for which the District may issue Bonds shall be restricted to the following:

(a). Purchase, construction, acquisition, repair, extension and improvement of land, easements, works, improvements, facilities, plants, equipment, and appliances necessary to:

(i) Provide a water supply for the District for municipal, domestic and commercial uses; and

(ii) Collect, transport, process, dispose of, and control all domestic, commercial, industrial or communal wastes from the District, whether in fluid, solid or composite state; and

(iii) Gather, conduct, divert and control local storm water or other local

harmful excesses of water in the District; and

(iv) Roads or improvements in aid of roads as authorized by Section 54.234, Texas Water Code, and Article III, Section 52, Texas Constitution; and

(v) Provide parks and recreation facilities for the inhabitants of the District, subject to the provisions of this Agreement and Chapters 49 and 54 of the Texas Water Code; and

After any of the facilities for which the District has issued Bonds have been conveyed to a Governmental Authority, the HOA, or the District for operation and maintenance, which conveyances shall occur within the timeframes specified in this Agreement, the District shall not issue any Bonds to repair or maintain such facilities without the prior written consent of the City Council.

(b). Payment of creation costs, organization expenses, initial operation expenses, cost of issuance, interest during construction, capitalized interest and similar expenses typically incurred by municipal utility districts in the issuance of bonds such as the Bonds, including issuance, administrative, insurance and regulatory expenses related to issuance of any Bonds and the land, easements, works, improvements, facilities, plants, equipment, and appliances being financed by the Bonds, and payment of any other costs authorized by Section 49.155 of the Texas Water Code; and

(c). Refunding of any outstanding Bonds of the District for a debt service savings; provided, however that any such refunding Bonds otherwise satisfy the requirements of this Agreement.

3.03 **Timing of Issuances.** The District contemplates that it may be able to issue Bonds generally as set forth in the Finance Plan attached hereto; however, the Parties understand that the actual timing, size and issuance of Bonds will be subject to the terms of this Agreement, market, economic and other variables that occur.

3.04 **Amount of Bonds**. In consideration of the City's consent to the creation of the District, the District agrees that the total amount of Bonds issued by the District for all purposes, excluding refunding Bonds, shall not exceed the Bond Limit Amount for any of the authorized purposes in **Section 3.02** of this Agreement, unless specifically approved by the City Council. Developer and the District acknowledge and agree that the Bond Limit Amount is sufficient to accomplish the purposes of the District, and that Developer and the District have voluntarily agreed to the Bond Limit Amount. District improvements or facilities, if any, the cost of which exceeds the Bond Limit Amount, shall

be dedicated to the District without reimbursement unless otherwise approved by the City Council.

3.05 **Bond Requirements**. The District shall obtain all necessary authorizations for Bonds in accordance with this Agreement, UDC Section 13.10, and the laws applicable to the District. To the extent of any inconsistency or conflict with UDC Section 13.10, the terms of this Agreement shall control. All Bonds issued by the District shall comply with the following requirements:

(a). Maximum maturity of twenty-five (25) years from date of issuance for any one (1) series of Bonds; and

(b). Interest rate that does not exceed two percent (2%) above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the one-month period immediately preceding the date that the notice of sale of such Bonds is given; and

(c). The Bonds shall expressly provide that the District shall reserve the right to redeem Bonds at any time beginning not later than the tenth (10th) anniversary of the date of issuance, without premium. No variable rate Bonds shall be issued by the District; and

(d). Any refunding Bonds of the District must (i) provide for a minimum of three percent (3%) present value savings, (ii) provide that the latest maturity of the refunding Bonds may not extend beyond the latest maturity of the refunded Bonds, (iii) be preceded by delivery of a certificate from the District's financial advisor that demonstrates that the proposed refunding shall comply with this **Section 3.05(d)** at least three (3) business days before execution of the purchase agreement for the refunding. The District must deliver evidence of its compliance with the requirements of this **Section 3.05(d)** to the City within three (3) business days after the execution of the purchase agreement for the refunding; and

(e). No Bonds shall be issued having an issuance date more than twelve (12) years after the date of the first issuance of Bonds by the District without the City's prior written consent.

3.06 **Certifications and Notice**. At least thirty (30) days before submission of an application for issuance of Bonds to the TCEQ or the Attorney General, whichever occurs first, the District shall provide to the City Secretary:

(a). The written certification from the District's financial advisor and legal counsel: (i) that the proposed Bond issuance complies in all respects with this Agreement,

accompanied by supporting documentation of such compliance; (ii) that the Bonds are being issued within the then-current economic feasibility guidelines established by the TCEQ for districts in Williamson County (with respect to Bonds subject to TCEQ regulation) and in conformity with this Agreement; (iii) that the targeted date of the bond issuance, as well as the maximum maturity date and an affirmative representation the those dates are in compliance with this Agreement; (iv) the estimated amount of the MDF associated with the issuance; and (v) an affirmative representation that Developer and District are not in breach of this Agreement or any Related Agreement.

(b). A notice (a "**Bond Issue Notice**") containing (a) the amount of Bonds being proposed for issuance; (b) a general description (to include, at a minimum, the name of each project being reimbursed) of the projects to be funded and/or the Bonds to be refunded by such Bonds; (c) the proposed debt service of the District, and (d) the District's projected total tax rate after the issuance of the Bonds.

(c). As to the above certifications and any other matter required by this Article to be certified in writing, Developer and the District hereby represent and warrant that every statement in any certification shall be true and correct in all material respects and that the person signing the certification will have been given the requisite authority to do so on behalf of Developer or the District. If the District is not required to obtain TCEQ or Attorney General approval of the issuance of the Bonds, the District shall deliver such certifications and Bond Issue Notice to the City Secretary at least sixty (60) days prior to the issuance of Bonds, except for refunding Bonds.

3.07 **Bond Objections**. The City shall have a period of sixty (60) days after receiving the last of the certifications and notices required by **Section 3.06** of this Agreement within which to object to the Bonds. The only basis for an objection by the City to a proposed Bond issue shall be that the District is in material default of a provision of the Consent Ordinance, this Agreement or the Related Agreements. If the City objects to a proposed Bond issue ("**City Objection**"), such an objection (a) shall be in writing, (b) shall be given to the District; (c) shall be signed by the City Manager or the City Manager's designee, and (d) shall specifically identify the provision(s) in the Consent Ordinance, this Agreement, or a Related Agreement for which the District is in default. It shall not be a basis for a City Objection that the City disagrees with District's financial advisor as to the financial feasibility of the Bonds so long as the proposed Bonds are approved by the TCEQ, if applicable, and the Attorney General. In the event a City Objection is timely given to the District with respect to a specific Bond application as required by this **Section 3.07**, the City and the District shall cooperate to resolve the City Objection within a reasonable time (not more than 90 days), and the sale of the Bonds to which the City Objection applies shall be delayed until the City Objection has been cured or waived.

Unless otherwise cured by written agreement of the Parties, a City Objection shall only be deemed cured if (x) the District files a petition seeking declaratory judgment in state district court, (y) not less than thirty (30) days before filing the petition the District gives the City Attorney and the City Manager Notice of, and waives any objections to, the City's right to intervene in, such a declaratory judgment action, and (z) the district court (or an appellate court, if an appeal is filed) determines that the District or Developer is not in default with respect to any provision of this Agreement, the Related Agreements or the Partial Assignment of Receivables Agreement or, alternatively, finds that if such a default had previously occurred, the default has been cured. A City Objection may only be waived by the City Council.

3.08 **Official Statements**. Within thirty (30) days after the District closes the sale of each series of Bonds, the District shall deliver to the City Secretary a copy of the final official statement for such series of the Bonds, and the District shall promptly provide such information at no cost to the City.

3.09 **Reporting**. The District shall: (a) send a copy of each order or other action setting an ad valorem tax rate to the City Secretary within thirty (30) days after the District adopts the rate; (b) send a copy of each annual audit to the City Secretary; and (c) provide copies of any material event notices filed under applicable federal securities laws or regulations to the City Secretary within thirty (30) days after filing such notices with the applicable federal agency.

3.10 **Reimbursement Agreements**. In addition to the limitations on Bond issuance set forth elsewhere in this Agreement, the District agrees not to issue Bonds for purposes of reimbursing Developer for any costs or expenses paid by Developer after the tenth (10th) anniversary of the date of the first issuance of Bonds by the District, which costs and expenses would otherwise be eligible to be reimbursed to Developer by District pursuant to the rules and regulation of the TCEQ or other applicable law, unless otherwise consented to by the City Council hereafter. District and Developer expressly and irrevocably waive any claims against the City for repayment of such indebtedness following full purpose annexation. The District agrees that all Reimbursement Agreements that it enters into with Developer or any subsequent developer shall include the following provision relating to any sums payable by the City upon full purpose annexation of the District under Section 43.0715, Texas Local Government Code:

> If, at the time of full purpose annexation of the District, Developer has completed the construction of or financed any facilities or undivided interests in facilities on behalf of the District in accordance with the terms of this agreement, but the District has not issued Bonds to reimburse Developer for the cost of the facilities

or undivided interests in facilities, Developer agrees that it will convey the facilities or undivided interests in question to the City, free and clear of any liens, claims or encumbrances, subject to Developer's right to reimbursement under Section 43.0715, Texas Local Government Code, except as such reimbursement rights are waived or modified by the Consent Agreement pertaining to creation of the District.

ARTICLE 4. TAXES, FEES AND CHARGES

4.01 **Tax Rate Considerations for Proposed Bonds**. Before the issuance of Bonds for water, sewer, drainage, and recreational facilities, the District must provide to the City a final TCEQ order approving the Bond issue (and the accompanying staff memorandum) that indicates concurrence by the TCEQ, made in accordance with the TCEQ's then-existing rules, that it is feasible to sell the Bonds and maintain a projected District combined tax rate (i.e., the District's debt service tax rate plus the District's operation and maintenance tax rate) that is not more than $0.95 per $100 (the "**Feasibility Tax Rate**") or less than $0.45 per $100 (the "**Minimum Tax Rate**") in assessed valuation on an annual basis. The District agrees the Feasibility Tax Rate is sufficient to pay debt service on the Bonds in accordance with the terms of each resolution or order approving the issuance of its Bonds in each year while such Bonds are outstanding until the full purpose annexation of the District. The District agrees to adopt its annual tax rate in compliance with the legal requirements applicable to municipal utility districts, to report the tax rate set by the District each year to the District's tax assessor/collector, and to perform all acts required by law for its tax rate to be effective. The District shall maintain all debt service tax revenues in a separate account or accounts from the District's general operating funds. At the time that the City annexes the District, the District shall also require that its bookkeeper provide an accounting allocation of the debt service fund among the various categories of Bond-funded facilities in order to simplify the City's internal allocation of the debt service fund following the full purpose annexation of the District and transfer of the fund to the City. The City, Developer, and the District acknowledge and agree that the Feasibility Tax Rate is sufficient to accomplish the purposes of this Agreement and that Developer has voluntarily agreed (and the District upon creation will voluntarily agree) to the Feasibility Tax Rate. Notwithstanding the foregoing or anything else in this Agreement to the contrary, however, (i) the District and the City understand that the District's power to levy taxes to pay the principal of and interest on Bonds up to the Bond Limit Amount will be unlimited as to rate and amount if necessary to make authorized Bond payments; and (ii) except as prohibited by law, the District's combined tax rate (i.e., the District's debt service tax rate plus the District's operation and maintenance tax rate) must be greater than the City's tax rate at all times so that, upon annexation by the City of the District, the tax burden on the property owners within the District will decrease.

Should the assessed value within the District increase such that the District's total tax rate could be lowered below the City's then existing ad valorem tax rate, the District agrees that it will, to the extent permitted by law, increase its debt service tax rate so that the District's total tax rate equals the City's then current total ad valorem tax rate in order to accelerate the Bond redemption rate.

4.02 **District Fees**. The District agrees that the City shall be exempt from, and will not be assessed, any District fees.

4.03 **Further Reimbursement of City Expenses.** In addition to the fees paid pursuant to **Section 2.02**, during the term of this Agreement Developer, or the District shall pay to the City any additional fees, costs and expenses in connection with the amendment, implementation or administration of the parts of this Agreement related to the City's supervision of the District's activities under this Agreement. The costs, fees and expenses required to be paid by this **Section** shall be paid in full to the City within thirty (30) days of receipt of a statement regarding same from the City. Without limiting the City's right to seek an award of attorney's fees, this **Section** does not apply to costs, fees or expenses incurred as a result of litigation.

4.04 Master Development Fee.

(a). **Payment Required**. As additional consideration for this Agreement, Developer shall pay to the City the Master Development Fee ("**MDF**") out of proceeds from each issuance of Bonds by the District. The calculation of each MDF payment will be in accordance with the formula attached hereto. The District and Developer shall ensure that each MDF installment payment will be paid to the City simultaneously with Developer's reimbursement from the Bonds.

(b). **Partial Assignment of Receivables Agreement**. Developer hereby makes a partial assignment of its reimbursement rights to the City, as evidenced by the executed Partial Assignment of Receivables Agreements attached hereto**.** In addition to the requirements of **Section 14.03** of this Agreement, no assignment of Developer's reimbursement rights or this Agreement or a Related Agreement shall be effective unless and until the City receives a fully executed Partial Assignment of Receivables Agreement pursuant to which the City has a right to receive the Master Development Fee out of developer reimbursements as Bonds are issued in accordance with this Agreement.

ARTICLE 5. SERVICES TO THE DISTRICT

5.01 **Wastewater Service – General.** Subject to the additional provisions of **Article 12** of this Agreement and to other wastewater-service related terms and

conditions elsewhere in this Agreement and in the Governing Regulations, Wastewater Service up to 526 Service Units shall be provided by the City to retail wastewater customers within the Land on the same terms, conditions, and rates as the City's other retail wastewater customers located in the City's ETJ. Developer shall construct all Wastewater Facilities necessary and required by this Agreement for retail water service to be provided to the Land by the City up to the customer side of the wastewater main. All Wastewater Facilities shall be designed and constructed in accordance with the Governing Regulations.

5.02 **Solid Waste Services, Bulky Waste Services, Yard Trimmings Services, and Recycling Services.** Residential Services (defined below) and Non-Residential Services (defined below) shall be provided to customers within the Land by the City's solid waste service provider(s) and no other providers. As used in the Agreement, the term "**Residential Services**" shall mean Solid Waste Services, Bulky Waste Services, Yard Trimmings Services, and Recycling Services for Residential Units, and the term "**Non-Residential Services**" shall mean Solid Waste and Recycling Services for Non-Residential Units, and all of the foregoing capitalized terms shall have the same meaning as set forth in the City's contract(s) for the provider(s) of such services. Unless the City notifies the District otherwise at least 180 days in advance, the City shall be responsible for setting up accounts to bill customers within the Land for the above-described services, and for billing and collecting for those services.

5.03 Water Service.

(a). **General.** Water Service to the Land will be provided by the Developer pursuant to a separate agreement with Jonah Water Special Utility District, the certificated provider of retail water service to the Land. The City will not provide any water service to the Developer, the District, a Lot, or any water meter or water connection on the Land. The City shall have no responsibility whatsoever for any water service, or lack thereof, to the Land.

(b). **Fire Flow.** Developer must provide, or cause to be provided by Jonah Water Special Utility District, fire flow to the Land that conforms with the standards and requirements of Appendix B, Section 105 of The International Fire Code (IFC) 2021. The City shall have no responsibility whatsoever for providing fire flow services to the Land.

5.04 Police, Fire and EMS Services.

(a). **General**. The Land is within the City's ETJ and the jurisdictional boundaries of ESD No. 8, therefore, the City will not provide police, fire, or emergency medical services to the District because the City is not the authorized provider of those

services to the Land. The City shall have no responsibility for providing any of those services.

(b). **Fire Hydrants**. Developer shall cause Jonah Water Special Utility District to maintain any fire hydrants that are a part of the public water system serving the Land. Developer agrees that restrictive covenants for the Land shall require that any privately-owned fire hydrants, such as those located within commercial developments, including apartment complexes, that are located outside of an easement conveyed to the retail water service provider for the Land shall be owned, operated, and maintained by the owner of the property on which the hydrants are located. The restrictive covenants shall also require that commercial property owners perform maintenance of all privately-owned fire hydrants on their property in accordance with Jonah Water Special Utility District's maintenance recommendations. The City shall have no responsibility for maintenance of any fire hydrants.

(c). **Fire SIP Fee**. For so long as the City has a contractual relationship with ESD No. 8 pursuant to which the City provides to ESD No. 8 fire station improvements, land for fire stations, fire-fighting equipment, or fire-fighting personnel, for each Lot on the Land, a Fire SIP fee of $630 shall be due and payable to the City at the time of application for a building permit. The City agrees that it shall use the Fire SIP Fees only for the purposes of providing contractual fire services (including facilities, equipment and personnel) to ESD No. 8.

5.05 **Street Lighting**. Developer will construct street lighting within the boundaries of the District in compliance with the applicable standards of the Pedernales Electric Cooperative, the certificated electric service provider for the Land.

5.06 **Services Outside the District**. The District shall not be authorized to provide water, wastewater, solid waste, fire, police, EMS or any other services outside the boundaries of the District without the express written consent of the City Council, at the City Council's sole discretion.

ARTICLE 6.
POST-ANNEXATION SURCHARGE; ANNEXATION BY CITY

6.01 **Post-Annexation Surcharge.** After the date the District is annexed by the City for full purposes, the City may charge customers within the District a Post-Annexation Surcharge, as permitted by Section 54.016(h), Texas Water Code, to compensate the City for its assumption of obligations of the District, provided that, at the time of annexation, at least 90% of the facilities for which District Bonds are authorized have been installed. For purposes of this **Section**, 90% of the facilities for which District

Bonds are authorized will be deemed to have been installed at such time as all of the Public Infrastructure required to serve 90% of the Land has been constructed. The Post-Annexation Surcharge will be calculated based on the criteria and in accordance with the formula attached as ***Exhibit X.*** The Post-Annexation Surcharge may be charged and collected by the City, in addition to the City's water and sewer rates, until the bonded indebtedness of the District has been retired or for a period of 30 years after the date of full purpose annexation of the District, whichever occurs first. The City will have the right to recalculate the amount of the Post-Annexation Surcharge if necessary to compensate the City for additional outstanding obligations of the District assumed by the City or if the variables used to calculate the Post-Annexation Surcharge change, and such recalculated surcharge may be charged and collected as provided herein. The provisions of this **Section** will be disclosed at closing to each purchaser of land within the District. The Parties agree that the formula set forth on ***Exhibit U*** meets the requirements of Section 54.016(h)(4), Texas Water Code.

6.02 Annexation of the District by the City.

(a). **General**. The Parties acknowledge and agree that the Land lies wholly within the City's ETJ. The Parties further acknowledge and agree that the creation of the District, and the City's consent thereto, are for purposes that include promoting the orderly Development and extension of City services to the Land upon annexation.

(b). **Filing of Notices**. Within thirty (30) days after the TCEQ's issuance of the District Creation Order, the District shall file in the real property records of Williamson County (1) a notice in the form required by Section 49.452 of the Texas Water Code; and (2) a notice stating the extent of City services and that the City has the right to annex the Land subject to the terms and conditions of this Agreement.

(c). **Full Purpose Annexation**. Unless provided otherwise in the SPA, the City agrees that it shall not annex for full purposes any of the Land within the District until the earlier of:

(1) the expiration or termination of this Agreement between the City and the District; or

(2) the fifteenth (15th) anniversary of the date of the first issuance of Bonds by the District.

On full purpose annexation, except as otherwise provided in this Agreement or the SPA, the District shall be dissolved and the City shall assume the obligations of the District, including the obligation for the payment of the District's outstanding debt obligations,

subject to the terms and conditions of this Agreement and the Texas Water Code. DEVELOPER, THE DISTRICT AND ALL FUTURE OWNERS OF THE LAND (INCLUDING END-BUYERS) IRREVOCABLY AND UNCONDITIONALLY CONSENT TO THE ANNEXATION OF THE LAND INTO THE CORPORATE LIMITS OF THE CITY IN ACCORDANCE WITH THIS AGREEMENT AND WAIVE ALL OBJECTIONS AND PROTESTS TO SUCH ANNEXATION. THIS AGREEMENT SHALL SERVE AS THE REQUEST THE DEVELOPER AND ALL FUTURE OWNERS OF ALL OR ANY PART OF THE LAND TO ANNEXATION OF THE LAND INTO THE CITY LIMITS IN ACCORDANCE WITH THIS AGREEMENT.

(d). **Zoning on Annexation by the City**. Contemporaneously with the annexation of any land within the District, the City will support zoning of any undeveloped property within the District consistently with the land uses set forth in the Land Plan, and support zoning of all developed property consistently with the land uses in existence on the date of the annexation.

ARTICLE 7. DISTRICT REPORTING

7.01 **District Information to be Provided to the City**. The District shall provide a copy of the following documents to the City Secretary, in the manner provided in **Section 16.03** of this Agreement pertaining to Notices, within the timeframes specified below:

(a). Agendas: a copy of the agenda for each meeting of the District's Board concurrently with the posting required by the Texas Open Meetings Act.

(b). Minutes: a copy of the minutes of all meetings of the District's Board and of any committees or subcommittees created by the District's Board within ten (10) days of the date of approval of such minutes by the District's Board, committee, or subcommittee, as applicable.

(c). Tax Rate: a copy of each order or other action setting an ad valorem tax rate within ten (10) days after the District's Board adopts the rate.

(d). Budgets: a copy of the District's budget for each fiscal year within ten (10) days after approval of each budget by the District's Board.

7.02 **Financial Dormancy Affidavit, Financial Report or Audit**. The District shall file a copy of its annual financial dormancy affidavit, annual financial report or annual audit of its debt service and general fund accounts, whichever is required under the Texas Water Code, with the City Secretary, within ten (10) days after approval of each

financial dormancy affidavit, financial report or audit by the District's Board. Any audit must be prepared by an independent certified public accountant.

7.03 **Other Documents**. The District shall provide copies of any other material event notices filed under applicable federal securities laws or regulations to the City Secretary within thirty (30) days after filing such notices with the applicable federal agency.

7.04 **Annual Reports.** Before February 1 of each calendar year, the District and Developer shall submit a joint report to the City Manager that includes, for the prior calendar year, the following information: (1) the total number of Lots on the Land for which final plats have been recorded in the Official Public Record of Williamson County, Texas; (2) the total number of Lots on the Land for which final plat applications have been submitted to the City and remain pending; (3) the number of building permits issued for Structures on the Land, (4) the number of water and wastewater connections made on the Land; (5) a description of which requirements in this Agreement were triggered in the previous calendar year; and (6) a description of how and when the triggered requirements were satisfied.

ARTICLE 8. LAND DEVELOPMENT

8.01 **Land Plan, Development Area Standards, Additional Land Development Standards.** The City Council hereby approves the attached Land Plan, the attached Development Area Standards, and the attached Additional Land Development Standards.

8.02 **General**. Except as specifically allowed otherwise by this Agreement, Developer shall cause all Development on the Land to comply with the UDC. All Development on the Land must comply with the Land Plan, the Development Area Standards, the Additional Land Development Standards, the Phasing Plan, and all other applicable provisions of the Governing Regulations. Completed Land Development Checklists in the form attached as ***Exhibit O*** must be included with each request for a building permit or certificate of occupancy (as applicable) attesting to compliance with the relevant terms and conditions of this Agreement.

8.03 Modifications to Land Plan or Development Area Standards.

(a). **Minor Modifications**. Minor Modifications to the Land Plan or the Development Area Standards may be approved administratively by the City's Director of Planning and will not require an amendment to this Agreement. Minor Modifications to Land Plan and/or the Development Area Standards allowed by this Agreement shall

not be deemed to be changes to the Project under Chapter 245 of the Texas Local Government Code.

(b). **Major Modifications**. Major Modifications to the Land Plan or the Development Area Standards must be approved by the City Council and must be in the form of a written amendment to this Agreement that contains a modified Land Plan and/or modified Development Area Standards, and modifies the terms of this Agreement to reflect the Major Modification(s) as needed; and each such amendment will be recorded in the Official Public Records of Williamson County by the City at the expense of Developer. All Major Modifications to the Land Plan and/or the Development Area Standards shall be deemed to be changes to the Project under Chapter 245 of the Texas Local Government Code, and the provisions of the UDC and all other applicable laws and regulations in effect at the time of such Major Modification shall apply unless the City Council agrees otherwise in the amendment to this Agreement memorializing the Major Amendment.

(c). **Definition of "Land Plan" and "Development Area Standards" After Modification**. All references in this Agreement to the Land Plan means the then most current City-approved Land Plan. All references in this Agreement to the Development Area Standards means the then most current City-approved Development Area Standards.

8.04 **Demonstration of Water and Wastewater Service Availability.** No final plat for any Development on the Land (or the portion of the Land being final platted) will be approved by the City until the Dry Berry Creek Interceptor, the Major Off-Site Wastewater Line, and the portion of the Major On-Site Wastewater Line needed to serve the Land (or the portion of the Land being final platted), has been Completed and accepted for ownership, operation and maintenance by the City. No final plat for any Development on the Land will be approved until the Developer has provided a copy of the Non-Standard Service Agreement between Developer and Jonah Water Special Utility District confirming adequate water service to the Land (or portion of the Land being final platted), including provision of fire flow meeting the standards set forth in **Section 5.03(b)**.

8.05 **Phasing Plan.** The Developer may Develop the Land in phases per the Project Phasing Plan, *except that* the following provisions shall apply:

(a). Development in the Multi-Family (MF) Residential Development Area (Phase 2 of the Project) will be concurrent with the horizontal development of Phase 3 of the Project.

(b). Development in the portion of the Medium-Density Residential Development Areas (portion of Phase 3 and portion of Phase 4 of the Project), the Low-Density Residential Development Area (portion of Phase 4 of the Project), and the Commercial Development Area (Phase 5 of the Project) may occur only after Completion of the Phase 1 Roadway Improvements and the Phase 2 Roadway Improvements.

(c). No site development plan or Vertical Construction for any Development in the Multi-Family Residential Development Area (Phase 2 of the Project) will be approved by the City unless and until all Lots shown on the final plat(s) for Phase 1 have completed horizontal development thereon for which the City has issued final acceptance of infrastructure for such Phase. It is the intent of the Parties that Phase 1 of the Project be horizontally developed before Development (other than Public Infrastructure) in the Multi-Family Residential Development Area (Phase 2 of the Project) commences.

(d). Developer shall Complete or cause Completion to occur of the Amenity Center Improvements during Phase 3 of the Project, and prior to and as a condition of City approval of a final plat application for any portion of the Land that is not within the Multifamily (MF) Residential Development Area (Phase 4 of the Project).

8.06 Compliance with the Governing Regulations.

(a). **General**. Except where stated otherwise in this Agreement, the Parties agree that the Land will be Developed in compliance with the Governing Regulations as if it were in the City's corporate limits even though the Land is not within the City's corporate limits. This means, among other things, that building permits and certificates of occupancy are required for Structures on the Land, as if the Land were located within the City limits. In the event of any inconsistency between the terms of this Agreement and the other Governing Regulations, the terms of this Agreement shall prevail. Developer acknowledges that, in addition to the Governing Regulations, the Project is subject to the jurisdiction of other Governmental Authorities and will have to comply with applicable laws, rules and regulations of such Governmental Authorities, including laws, rules and regulations of Governmental Authorities which have been delegated to the City for enforcement or administration.

(b). **Vertical Development.** The Parties agree that although the Land is not within the City's corporate limits, Vertical Development on the Land will require the constructing, installing or remodeling party to obtain building permits and/or certificates of occupancy from the City, applications for which must include a completed Land Development Standards Checklist in the form attached as ***Exhibit O***, and the issuance of which will be governed by the Governing Regulations and the following provisions of the City Code of Ordinances to the extent applicable to Vertical Development: Sections

2.28.110, 2.28.120 and 2.28.130; Chapter 8.04 (Fire Prevention Code), Title 15 (Buildings and Construction), and Title 13 (Public Utilities and Services), as such provisions may be amended from time to time.

(c). **Inspections and Trip Fees.** The City will perform inspections on Structures on the Land and will issue a Building Permit or Certificate of Occupancy (as applicable) when all inspections are satisfactorily completed. The Parties agree that in addition to inspection fees assessed by the City, an additional fee of $50.00 per trip will be assessed for each trip the City makes, and the trip fee will be collected from the contractor/homebuilder as a condition of satisfactory completion of the inspection. Effective when the City adopts a fee schedule for trip fees applicable to the Land (or areas similarly situated as the Land) that are higher than the trip fee amount stated above, said higher trip fees will apply. The City will retain copies of all inspection reports in accordance with its record-keeping policies, and provide them to the District on request.

(d). **Lot Count Reporting.** To facilitate compliance with several provisions of this Agreement, with each final plat application, Developer must submit a summary chart and tally showing the following information (i) the total number of single-family residential Lots and that are included on recorded plats, with reference to the Document Number of the plat as recorded in the Official Public Records of Williamson County, Texas; (ii) the total number of single-family residential Lots that are included on final plats that have been approved by the City but not yet recorded, with reference to the project number assigned by the City to the final plat application; (iii) the number of single-family residential Lots that are included on applications for final plats that are pending with the City but not yet approved by the City, with reference to the project number assigned by the City to the final plat application; and (iv) the number of single-family residential Lots that are included in the application for final plat being submitted.

8.07 **Trees.** Before causing, suffering, or allowing any tree removal from the Land, Developer must submit a tree survey showing the number of Heritage Trees on the Land. In addition, as a condition of preliminary plat approval for any portion of the Land, the Developer shall comply with the requirements of Section 8.05.010 (Tree Preservation Plan). Developer agrees that mitigation for removal of a protected tree will be in accordance with the requirements and methodology set forth in the UDC.

8.08 HOA.

(a). **HOA Required.** Prior to the first closing of a sale of a Lot on the Land, but in no event later than the date that the City receives the first application for a building permit for Vertical Development on the Land, Developer will record or cause to be

recorded the Master Covenant creating the HOA (and including, among other things, the additional provisions required by this Agreement to be included in the Master Covenant).

(b). **Maintenance Agreements Required.** Unless an earlier time is specified in this Agreement, before Developer transfers control of the board of the HOA to the End Buyers within the Land, Developer will cause the HOA and/or the District to enter into a Maintenance Agreement(s) for all HOA/District Areas and Improvements and the HOA/District Infrastructure in substantially the form attached to this Agreement. Developer must provide copies of the fully executed Maintenance Agreement(s) to the City.

(c). **Required Conveyances to the HOA or the District**. On Completion of each of the HOA/District Areas and Improvements and the HOA/District Infrastructure, Developer shall transfer or convey to the HOA or the District said HOA/District Areas and Improvements and HOA/District Infrastructure for perpetual ownership (or right of entry thereto), operation, and maintenance. The City shall have no responsibility for the HOA/District Areas and Improvements or the HOA/District Infrastructure.

(d). **Developer Responsibilities to HOA.** Until the later of (i) the date on which the assessments to be collected from End Buyers produce sufficient funds to perform the obligations of the HOA under the Maintenance Agreement, and (ii) the date on which Developer Completes or causes Completion of construction of Public Infrastructure and the HOA/District Areas and Improvements serving or located within the Land and the HOA/District Infrastructure, Developer will be jointly and severally responsible for performing the HOA's obligations under the Maintenance Agreement. For purposes hereof, the HOA will be deemed to have sufficient funds to perform its obligations if the HOA has operated for two (2) consecutive years after Completion of all HOA/District Areas and Improvements and HOA/District Infrastructure without requiring any subsidies from Developer.

8.09 **Master Covenant.** Developer agrees to record, or cause to be recorded, in the Official Public Records of Williamson County, Texas, a Master Covenant prior to the first sale of a Lot, and the Master Covenant must include, at a minimum, the provisions set forth below:

(a). a requirement for the creation and perpetual existence of an HOA,

(b). a requirement that the End Buyers comply with the water conservation requirements and drought restriction requirements promulgated by Jonah Water Special Utility District,

(c). a requirement that the HOA or District own or have the permanent legal right to access the HOA/District Areas and Improvements and the HOA/District Infrastructure,

(d). a requirement that the HOA or District maintain, in perpetuity, all HOA/District Areas and Improvements and HOA/District Infrastructure in good working order and repair,

(e). a provision incorporating or identical to the attached Development Area Standards and the Additional Development Standards and the provisions in **Section 5.04(b)** pertaining to private fire hydrants,

(f). a commitment by the HOA to assess and collect such dues, fees, and funds needed to perform the obligations of the HOA under this Agreement and the Related Agreements,

(g). the funding obligations of the District with regard to ownership and maintenance of the HOA/District Areas and Improvements and HOA/District Infrastructure, and enforcement of the Master Covenant, and

(h). a provision that the foregoing required provisions of the Master Covenant cannot be amended, revised, removed or otherwise altered or made inapplicable to the Lots on the Land without the prior written consent of the City Council.

(i). The term "Master Covenant" will be deemed to also include ancillary recorded documents such as Notices of Applicability, Development Area Declarations, Design Guidelines, and similar documents.

(j). Developer shall provide a copy of the recorded Master Covenant to the City.

ARTICLE 9. TRANSPORTATION IMPROVEMENTS.

9.01 General.

(a). **Requirement** to **Complete Transportation Improvements and Transfer to County or District.** Developer shall design and Complete, or cause to be designed and Completed, the Transportation Improvements in compliance with the Governing Regulations and the Conceptual Transportation Plan. All Transportation Improvements and the ROW for the Transportation Improvements must be dedicated or transferred to the County or the District for ownership, operation, and maintenance, as per the County regulations. On Completion of the Transportation Improvements, Developer shall cause

the Transportation Improvements and the ROW for the Transportation Improvements (including related drainage improvements) to be inspected and accepted by the County or the District for ownership, maintenance and repair by the County or the District.

(b). **Connectivity to Adjacent Tracts.** Connectivity to adjacent tracts of land and roadways must be provided in compliance with the UDC; provided that, at a minimum, Developer shall construct a minimum of three (3) street stub outs (connections) to adjacent tracts of land – at least two (2) of which shall connect the Multi Family Area to adjacent tracts of land, such that vehicular traffic can flow between and among the Land and the adjacent tracts of land.

(c). **County Authorization or Private Landowner Consent.** Developer shall be solely responsible for securing the appropriate County Authorization or private landowner consent needed to perform the work on County Road 150 and on Petty Lane required by this Agreement. The City shall have no responsibility or liability to the County or any private landowner therefor.

9.02 **Completion of Phase 1 and Phase 2 Roadway Improvements.** Developer must Complete, or cause Completion to occur, of the Phase 1 Roadway Improvements before the Phase 1 Roadway Improvements Completion Deadline This means that, notwithstanding any provision in the UDC to the contrary, Developer may not post fiscal security in lieu of acquiring the Petty Lane ROW and Completing the Petty Lane Improvements or Completing the Phase 1 Roadway Improvements to receive City approval of a final plat for any portion of the Land, regardless of location.. Developer must Complete, or cause Completion to occur, of the Phase 2 Roadway Improvements before the Phase 2 Roadway Improvements Completion Deadline. This means that, notwithstanding any provision in the UDC to the contrary, Developer may not post fiscal security in lieu of Completing the Phase 2 Roadway Improvements to receive City approval of a final plat for any land outside of the boundaries of Phase 1 of the Project.

9.03 **Completion of Other Internal Roadways.** Developer shall Complete, or cause Completion to occur, of the Internal Roadways that are not within the definitions of Phase 1 Roadway Improvements or Phase 2 Roadway Improvements when required to do so by the UDC.

9.04 Possible City Assistance with ROW Acquisition for County Road 150 Bend Area.

(a). This **Section 9.04** applies to the ROW for the County Road 150 Bend Area only. Developer and the District shall each use commercially reasonable efforts to obtain

the ROW needed for the County Road 150 Bend Area on or before the County Road 150 Completion Deadline.

(b). The City acknowledges that under current law, the District is prohibited by Section 54.209 of the Texas Water Code from using its powers of eminent domain to acquire a site or easement for a road project. Developer acknowledges that on Completion, the ROW for the County Road 150 Bend Area will be owned and maintained by the County or the District, not the City. If Developer and the District are unable to obtain the ROW for the County Road 150 Bend Area on or before the County Road 150 Completion Deadline, after using good faith efforts to do so, Developer and District shall make a timely request to the County to use the County's powers of eminent domain to acquire the ROW for the County Road 150 Bend Area at no cost to the County. If a duly authorized representative of the County provides a written statement to Developer stating that the County refuses to use its powers to assist with acquisition of the ROW for the County Road 150 Bend Area, then the Developer may request that the City assist with the acquisition of the ROW for the County Road 150 Bend Area. Such a request to the City must be accompanied by the Acquisition Documentation from Developer and District; and (ii) the documentation from a duly authorized representative of the County declining or refusing to aid in the acquisition of the ROW for the County Road 150 Bend Area, Developer may request that the City acquire the ROW for the County Road 150 Bend Area. If, at the time of Developer's or District's request to the City for acquisition assistance, the City and County have a written agreement whereby the County affirmatively agrees that the County will own and maintain the ROW for the County Road 150 Bend Area on its Completion, and if otherwise allowed by law, the City shall use its best efforts to acquire the ROW for the County Road 150 Bend Area, using the City's powers of eminent domain if necessary, at Developer's sole cost and expense and no cost to the City; as described herein. If the foregoing pre-conditions are satisfied, then on receipt of a valid request for the City's acquisition assistance containing the above described information, the City shall provide a preliminary written estimate to Developer and District of projected costs and expenses related to acquisition of the ROW for the County Road 150 Bend Area by eminent domain, including the cost of preparing instruments and surveys, payment for the purchase of the ROW for the County Road 150 Bend Area, and condemnation costs incurred by the City, including any litigation related thereto (including all actual legal fees, witness costs, and court costs), and the costs of completing the County Road 150 Bend Area, which cost estimate shall form the basis for determining the amount of the ROW Fiscal Security. Developer or District shall provide the ROW Fiscal Security within thirty (30) days after receipt of the written cost estimate. Regardless of the initial amount of the ROW Fiscal Security, Developer or District must pay all costs and expenses incurred by the City relating to the acquisition of the ROW for the County Road 150 Bend Area and constructing the related improvements, including,

without limitation, costs of negotiating easements with landowners, preparation of instruments and surveys, payment of a negotiated sum for purchase of the ROW for the County Road 150 Bend Area, and purchase or condemnation costs incurred by the City, including any litigation related thereto (including all actual legal fees, witness costs, and court costs). If the actual costs exceed the original cost estimate, Developer shall provide payment of the additional amount within fifteen (15) days of receipt of a written request for payment from the City. If the actual costs are less than this sum, the City shall promptly refund the excess amount to Developer or District, as appropriate.

(c). Developer and District acknowledge and agree that the City will not authorize its employees, representatives, agents or consultants to commence any efforts to acquire the ROW for the County Road 150 Bend Area until the conditions in **Section 9.04(a) and (b)** are met and the ROW Fiscal Security is received by the City. Failure by Developer or District to satisfy the conditions set forth in **Section 9.04(a) and (b)** or to timely pay any written estimate or any invoice in full related to the costs of acquiring the ROW for the County Road 150 Bend Area or Completing the related improvements shall constitute a material breach of this Agreement.

(d). The ROW Fiscal Security must be maintained in full force and effect by Developer, at no cost to the City, until the ROW for the County Road 150 Bend Area has been acquired and the related improvements have been Completed. If any time before Completion of the improvements, the City determines that the estimated costs to acquire the ROW for the County Road 150 Bend Area and/or to Complete the related improvements exceeds the amount of the ROW Fiscal Security then in effect, the City shall notify Developer of the cost increase and the new required amount and Developer shall, within thirty (30) days after receipt of the notice, provide an amended or substituted ROW Fiscal Security with a payment amount equal to the new increased required amount stated in the notice.

(e). Developer shall have no right to use and/or draw on the ROW Fiscal Security. The City shall have the right <u>but not the obligation</u> to use and/or draw on the ROW Fiscal Security to acquire, or cause the acquisition of, the ROW for theCounty Road 150 Bend Area and/or to Complete, or cause Completion of, the related improvements, in its sole discretion. If the City acquires the ROW for the County Road 150 Bend Area, the amount of the ROW Fiscal Security may be reduced to the amount that is 125% of the City-approved then-current Engineer's estimated cost to Complete the related improvements. If the City acquires ROW for the County Road 150 Bend Area, after such acquisition, Developer may send a written notice to the City stating that it will construct the related improvements, and after Developer Completes, or causes Completion of the

related improvements, the City will release any unused portions of the ROW Fiscal Security to Developer.

ARTICLE 10. HOA/DISTRICT AREAS AND IMPROVEMENTS; HOA/DISTRICT INFRASTRUCTURE

10.01 Drainage Facilities.

(a). **General.** All Drainage Facilities must be designed and constructed to meet all requirements of the Governing Regulations. The Drainage Facilities must be conveyed to the HOA for ownership, operation, and maintenance unless otherwise required by applicable law to be owned, operated, and maintained by the District for the reason stated in **Section 10.09**. Developer agrees to record, or cause to be recorded, in the Official Public Records of Williamson County, Texas, prior to and as a condition of the City's issuance of the first building permit (or its commercial use equivalent) on the Land, the Master Covenant and Maintenance Agreement requiring the HOA to maintain the Drainage Facilities in perpetuity.

(b). **Conveyances of Drainage Facilities.** Within ninety (90) days of Completion of any Drainage Facilities on or serving more than one (1) Lot on the Land, and subject to the provisions of **Section 10.09**, Developer will convey such Drainage Facilities to the HOA or the District for ownership, operation and maintenance. Any Drainage Facilities that serve only one (1) Lot will be transferred to and perpetually thereafter owned, operated, and maintained by the owner of such Lot.

(c). **No City Responsibility**. The City shall have no responsibility for maintaining any Drainage Facilities or similar such facilities on or serving the Land.

10.02 Private Parkland with Public Access and Open Space.

(a). **General.** The Private Parkland with Public Access does not meet the minimum UDC requirements, is not within the City limits, and will not be accepted by the City for ownership or maintenance. All Parkland, Parkland Improvements, and Open Space Areas must be conveyed to the HOA for ownership, operation, and maintenance in accordance with **Section 10.05(e)** unless otherwise required by applicable law to be owned, operated and maintained by the District for the reason stated in **Section 10.09**.

(b). **Parkland Fee In Lieu of Dedication to the City.** Developer shall receive a 50% credit for Parkland Fee in Lieu of Dedication for the Private Parkland with Public Access. After the credit is applied, Developer shall then pay the remaining Parkland Dedication fee per Phase of the Project to the City via bank wire prior to and as a condition

of City's approval of the first final plat for all or any portion of that Phase of the Project. The amount of the Parkland Fee in Lieu of Dedication to the City due under Section 13.08.030.A. of the City Code of Ordinances shall be the amount in effect at the time of the City's approval of the first final plat for all or any portion of the Land. Developer shall contact the City's Chief Financial Officer for bank wire instructions prior to the payment due date. By way of example, for illustrative purposes only, as of the Effective Date, the amount due under this Section would be $88,890, calculated as follows: (111 (the total number of single-family lots in the Project) x $780 (the Parkland Fee in Lieu of Dedication amount as of the Effective Date for single family)) + (160 (the total number of multi-family lots in the Project) x $570 (the Parkland Fee in Lieu of Dedication amount as of the Effective Date for multifamily) x 50% credit).

(c). **Parkland Development Fee.** Developer shall receive a 75% credit for all Private Park with Public Access Improvements and for all trails constructed on the Land. If that credit is less than the Parkland Development Fee (calculated as of the date of the City's approval of the first final plat for all or any portion of the Land), the Developer shall pay the remaining balance to the City prior to and as a condition of the City's approval of the first final plat for all or any portion of the Land located within Phase 4 via bank wire. The amount of the Parkland Development Fee shall be the amount in effect at the time of the City's approval of the first final plat for all or any portion of the Land. . Developer shall contact the City's Chief Financial Officer for bank wire instructions prior to the payment due date. By way of example, for illustrative purposes only, as of the Effective Date, the amount due under this Section would be $277,200, calculated as follows: (111 (the total number of single-family lots in the Project) x $1,200 (the Parkland Development Fee amount as of the Effective Date for single family)) + (160 (the total number of multi-family lots in the Project) x $900 (the Parkland Development Fee amount as of the Effective Date for multi-family

(d). **Open to the Public; Maintenance**. The Private Parkland with Public Access, the Private Parkland with Public Access Improvements situated thereon, and the Open Space Areas shall be open to the general public and must be owned and maintained in perpetuity by the HOA and/or the District pursuant to a Maintenance Agreement.

(e). **Conveyances**. Subject to the provisions of **Section 10.09,** Developer will transfer, convey, or dedicate the Private Parkland with Public Access, the Private Parkland with Public Access Improvements situated thereon, and the Open Space Areas to the HOA prior to and as a condition of City's approval of a final plat containing such Private Parkland with Public Access or Open Space Areas or containing any Lot abutting the Private Parkland with Public Access or Open Space Areas.

10.03 **Amenity Center Improvements**. Developer shall Complete or cause Completion to occur of the Amenity Center Improvements on the Amenity Center Site when required by **Section 8.05(c)**. The Amenity Center Improvements shall be reserved for use by End Buyers of the residential Lots. The Site Plan for the Amenity Center Site must show the Amenity Center Improvements to be constructed by Developer and must be approved by the City's Director of Parks and Recreation as well as by the person/entity having approval authority in Chapter 3 of the UDC. On Completion of the Amenity Center Improvements, Developer shall transfer ownership of the Amenity Center Site and the Amenity Center Improvements constructed thereon to the HOA unless otherwise required by applicable law to be owned by the District for the reason stated in **Section 10.09**.

10.04 **Sidewalks**. Developer shall Complete the Sidewalks within the applicable Sidewalk Easement(s) in phases concurrently with the construction of the corresponding phase of the street or road immediately adjacent to the Sidewalk. Developer will design and build the Sidewalks, and transfer or dedicate same together with the applicable Sidewalk Easement(s), to the County, the HOA, or the District, whichever of them shall have ongoing maintenance responsibilities, upon Completion of each segment of a Sidewalk.

10.05 Landscaping.

(a). **Installation and Maintenance**. Developer shall install the landscaping in the Open Space Areas prior to dedication or transfer of same to the HOA, but in no event later than the date that is one (1) year after recordation of the final plat containing the applicable Landscape Buffer Area. A Maintenance Agreement requiring the HOA to maintain the Landscape Buffer Areas that are within the boundaries of the Land in perpetuity must be in effect at all times, commencing immediately after installation of the landscaping.

(b). **Lot Landscaping Restrictions.** To aid in water conservation, Developer shall cause landscaping on all residential Lots to comply with the requirements pertaining to Lot Landscaping Restrictions set forth in the in the Additional Development Standards attached hereto as ***Exhibit B*** before, and as a condition of, passage of the final inspection by the City of the Structure on the Lot. Developer shall not plant or install, or allow the planting or installation of, St. Augustine grass anywhere on the Land.

10.06 **Landscape Buffer Areas.** For all Landscape Buffer Areas adjacent to a Neighborhood Collector level or higher level roadway, an average of a 10-foot-wide landscape Lot must be placed adjacent to (not within) the ROW. Developer must comply with the planting requirements for the Landscape Buffer Areas set forth in the Additional

Development Standards. Before and as a condition of final plat approval for the first Lot to be platted on the Land, Developer must provide the City with a Maintenance Agreement requiring perpetual maintenance by the HOA of the Landscape Buffer Areas.

10.07 **Walls and Fencing.** Developer shall construct the Walls and Fencing meeting the Walls and Fencing Standards attached to this Agreement in the areas shown on the Conceptual Parks and Open Space Plan. If not located entirely within an Open Space Area, the Walls and Fencing shall be located in easements granted to the HOA and/or the District requiring the HOA or the District to have perpetual maintenance responsibilities for the Walls and Fencing. No Walls and Fencing may be placed in the Major Wastewater Line Easement, a City Utility Easement, or any ROW. All Walls and Fencing must be at least fifteen feet (15') away from the back of the curb of the adjacent roadway. Developer shall Complete the Walls and Fencing prior to dedication or transfer of the Open Space Area within which same are located to the HOA or the District, but in no event later than the date that is one (1) year after recordation of the final plat containing any portion of the Walls and Fencing. A Maintenance Agreement requiring the HOA and/or the District to own and/or maintain the Walls and Fencing in perpetuity must be in effect at all times, commencing on Completion of the Walls and Fencing (or relevant component thereof).

10.08 **Landscaping in City Utility Easements and Major Wastewater Line Easement.** No trees shall be planted in any City Utility Easement or in the Major Wastewater Line Easement; provided however, that Developer may request to plant trees in any City Utility Easement or in the Major Wastewater Line Easement by submitting a tree plan to the City showing the locations in a City Utility Easement or the Major Wastewater Line Easement where Developer desires to plant trees and an explanation for the request, for the City's consideration and pre-approval. Nothing in this Agreement requires the City to allow trees to be planted in the City Utility Easements or the Major Wastewater Line Easement, and the City may grant or deny such requests in its sole discretion.

10.09 **Developer's Right to Reimbursement.** Notwithstanding anything in this Agreement to the contrary, the conveyances of the HOA/District Areas and Improvements or the HOA/District Infrastructure to the HOA shall be subject to Developer's right to reimbursement from the District for the cost of the HOA/District Areas and Improvements or the HOA/District Infrastructure in accordance with TCEQ rules. In that regard, if applicable law requires the District to own any HOA/District Areas and Improvements or HOA/District Infrastructure in order to be reimbursed for same via Bonds (and the Bonds to be "tax-exempt"), Developer may convey ownership of such HOA/District Areas and Improvements or HOA/District Infrastructure to the

District and the District will grant an irrevocable license or perpetual easement to the HOA when such conveyance is allowable under Texas law and will not invalidate the "tax-exempt" nature of the Bonds for perpetual operation and maintenance.

ARTICLE 11. IMPACT FEES

11.01 **Wastewater Impact Fees**. The parties agree that wastewater Impact Fees shall be assessed and collected at the time, and as a condition, of final plat approval by the City. Developer agrees that the City's wastewater Impact Fees shall be assessed and collected at the time that every final plat for all or a portion of the Land is approved by the City for recording in the Official Public Records of Williamson County, and the amount of the fee shall be the amount in effect at the time of final platting under the applicable City ordinance for the impact fee service area that includes the Land or the portion of the Land being platted.

11.02 **Water Impact Fees**. The Land is located within the water CCN boundaries of Jonah Water Special Utility District. For so long as the City is not providing retail water service to the Land, there is no requirement to pay the City's water impact fees.

11.03 **Survival**. This provisions of this Article 11 shall survive termination or expiration of this Agreement.

ARTICLE 12. PUBLIC WASTEWATER SERVICE

12.01 **Limit on Wastewater Connections; Limit on Development Approvals.** Developer shall not submit an application for and the City shall not approve any preliminary or final plat or any other development or plan review application for any portion of the Land that (a) requires a lift station or any other non-gravity means for the provision of collectivized wastewater service; or (b) is to be served by on-site sewage facilities (septic systems), it being the intent of the Parties that wastewater collection service be provided to the Land solely via gravity lines connecting to the City's collectivized wastewater system.

12.02 **Completion Required.** Developer shall Complete, or cause Completion to occur, of the Major Wastewater Line and every other Wastewater Facility in accordance with the Governing Regulations. Developer shall Complete, or cause Completion to occur, of the Major Wastewater Line on or before, and as a condition of, the City's approval of any final plat for all or any portion of the Land.

12.03 **Conveyance to the City; Ownership, Operation and Maintenance**. Upon Completion of the Major Wastewater Line and each Wastewater Facility, Developer will

promptly convey those improvements and facilities to the City by instruments in Approved Form and at no cost to the City, subject to the City's obligation to provide Wastewater Service to the Land as provided in this Agreement and to Developer's right to reimbursement from the District in accordance with TCEQ rules. Developer will also assign all contract rights, warranties, guarantees, assurances of performance, and bonds related to the improvements and facilities conveyed to the City, at no cost to the City and on forms approved by the City. The City agrees that its acceptance of improvements and facilities and the related assignments will not be unreasonably withheld, conditioned, or delayed as long as the improvements and facilities have been constructed in accordance with the Governing Regulations and Completed, and all outstanding "punch list" items have been resolved. Upon any such conveyance and acceptance, the City agrees to operate and maintain such improvements and facilities to provide service to the Land in accordance with this Agreement. Conveyance will not affect Developer's right to reimbursement from the District for the cost of any facilities or capacity in facilities constructed or financed by Developer.

12.04 **Wastewater Service to Third Parties.** Developer and District are prohibited from providing wastewater service to any third parties or to any land other than the Land, and from obtaining wastewater service from any entity other than the City. The City agrees to provide Wastewater Service for the Project on the Land under the terms and conditions of this Agreement. The City further agrees that, upon the payment of the City's Impact Fees as required by this Agreement, the City will guarantee Wastewater Service from the City's wastewater utility system for the portion of the Land for which Impact Fees have been paid in accordance with this Agreement.

12.05 **Inspections and Trip Fees.** The City will inspect the Major Wastewater Line and every other Wastewater Facility, and will issue a customer service inspection certificate for each wastewater connection when all such inspections are satisfactorily completed. The Parties agree that in addition to the inspection fees assessed by the City, an additional fee of $50 per trip will be assessed for each trip the City makes, and the trip fee will be collected from the Developer (for the Major Wastewater Line) and the contractor/homebuilder or utility customer (for the Internal Wastewater Improvements) as a condition of satisfactory completion of the inspection. Effective when the City adopts a fee schedule for trip fees applicable to the Land (or areas similarly situated as the Land) that are higher than the trip fee amount stated above, said higher trip fees will apply. The City will retain copies of all inspection reports in accordance with its record-keeping policies, and provide them to the District on request.

ARTICLE 13. CONVEYANCES

13.01 **Major Wastewater Line Easement**. Developer or the District shall, at no cost to the City, obtain the Off-Site Major Wastewater Line Easement, the Access Easements for the same, and temporary construction easements necessary for the construction of the Off-Site Major Wastewater Line. Developer or the District shall also, at no cost to the City, grant to the City the On-Site Major Wastewater Line Easement, the Access Easements for the same (if any), and temporary construction easements necessary for the construction of the On-Site Major Wastewater Line. The Major Wastewater Line Easement shall be (x) sized per the requirements of this Agreement; (*y*) be at the correct elevation to connect with the City's existing relevant wastewater lines; and (*z*) be located generally where shown on the Conceptual Wastewater Plan attached hereto. The temporary construction and Access Easements shall be in widths and locations reasonably acceptable to the City.

13.02 **Wastewater Facilities Easements**. Developer or the District shall, at no cost to the City, obtain the City Utility Easements, the Access Easements for the Wastewater Facilities, and temporary construction easements necessary for the construction of the Wastewater Facilities. All City Utility Easements shall be (*x*) sized per the requirements of this Agreement; and (*y*) be located generally where shown on the Conceptual Wastewater Plan. The temporary construction and Access Easements (if any) shall be in widths and locations acceptable to the City.

13.03 **Other Conveyances.** For any easements located, or to be located, wholly within the boundaries of the Land, all such easements shall be conveyed to the Governmental Authority, the District, or HOA responsible for ownership and maintenance of the improvement to be placed therein prior to and as a condition of the City's approval of a final plat for any portion of the Land where such easements are located, or to be located, unless an earlier date is specified in this Agreement. For easements located, or to be located, outside or partially outside the boundaries of the Land (including, but not limited to, the Off-Site Major Wastewater Line Easement, the County Road 150 ROW, and the Petty Lane ROW), shall be conveyed to the Governmental Authority, District, or the HOA, depending on which of them is responsible under this Agreement for ownership and maintenance of the improvement to be placed therein, prior approval of construction plans for same, unless an earlier date is specified in this Agreement.

13.04 **Dedication Documentation.** At least sixty (60) days prior to the deadline for conveying the Major Wastewater Line, the Major Wastewater Line Easement, a Wastewater Facility, or a City Utility Easement to the City, Developer will provide, or

cause to be provided, the applicable Dedication Documentation to the City. All conveyances to the City must be in the applicable Approved Form, as confirmed by the City Attorney as evidenced by the City Attorney's signature on the recordable instrument. The City is not required to accept conveyances that are not on the appropriate Approved Form or assignments of private easements.

13.05 **Encumbrances and Liens.** If the Dedication Documentation includes an ownership and lien affidavit and the affidavit shows a lien or other monetary encumbrance which affects and encumbers all or any portion of the area to be transferred to the City, Developer shall cause the holder of such lien or encumbrance to subordinate such lien or other monetary encumbrance as per the applicable Approved Form.

13.06 **Costs.** The costs incurred to convey easements, and to grant Licenses to Encroach (defined in **Section 13.09**) (including costs of acquisition, recording, and preparation of the Dedication Documentation and costs of issuing title policies required by this Agreement) are the responsibility of Developer but are reimbursable by the District.

13.07 **Title Policies.** If the Dedication Documentation includes a title commitment, Developer will provide title insurance for the real estate or asset, as applicable, using the values stated in the definition of Dedication Documentation and will cause the subordination of any liens or monetary encumbrances reflected on the commitment before the easement is granted to the City. Only the standard pre-printed exceptions will be reflected on a title policy.

13.08 **Access Easements.** If no public road exists providing access to the Major Wastewater Line Easement, a Wastewater Facility, or easements for any other Public Improvement, when the applicable easement or deed, as applicable, is granted, Developer shall grant, or cause to be granted, an Access Easement, in a location and of a size determined by the City during the City's review and approval of construction plans and final plats, sufficient to allow the City and its authorized agents to access the applicable improvement via an Access Road until such time as a public road providing such access is Complete. Each Access Easement will terminate as each portion thereof is included within an easement or right of way shown on a recorded plat.

13.09 **Licenses to Encroach**. Developer may request authorization under City Code of Ordinances Section 12.08 or 12.09, or Section 3.21 of the UDC (as applicable) (each, for purposes of this Agreement, a "License to Encroach") to allow perpendicular crossings of the Major Wastewater Line Easement, an Access Easement, or a City Utility Easement. Each License to Encroach will be in Approved Form.

ARTICLE 14.TERM, ASSIGNMENT; REMEDIES

14.01 Term.

(a) This Agreement shall be effective from the Effective Date and shall continue in effect until the earlier of (i) the date when the District is annexed and dissolved, pursuant to the terms hereof, and its obligations are fully assumed by the City, at the City's sole election, or (ii) the date this Agreement is terminated as otherwise provided herein or allowed by law, or (iii) the date this Agreement is terminated in writing by mutual agreement of the City, Developer and the District; provided, however, the consent of Developer shall not be required for termination of this Agreement after Developer has been reimbursed by the District for all eligible costs and expenses.

14.02 **Agreement to Run with the Land**. Subject to **Section 14.03**, the terms of this Agreement will run with the Land, and will be binding upon Developer, District and their respective permitted assigns, and shall survive judicial or non- judicial foreclosure.

14.03 Assignment.

(a). **By the City.** The City may only assign this Agreement with the written consent of the District and of Developer, provided however, that the consent of Developer is not needed if Developer does not own developable portions of the Land at the time of the assignment.

(b). **By the District.** The District may only assign this Agreement with the written consent of the City and Developer.

(c). **By Developer**. Developer may assign this Agreement as provided in this **Section 14.03(c),** and not otherwise.

(i) Developer may also assign this Agreement, in whole or in part, and including any obligation, right, title or interest of Developer under this Agreement: (x) to the District; or (z) to a third party (an "**Assignee**"), *provided that* as to any such assignment the following conditions are first satisfied:

(1) the City Council has given its written consent to a written assignment and assumption agreement describing the rights and obligations of Developer and the District or proposed Assignee;

(2) if to an Assignee who is not the District, the proposed Assignee

either is a successor owner of all or any part of the Land or is a Lender to a successor owner of all or any part of the Land;

(3) if to an Assignee who is not the District, the proposed Assignee has a contractual right to be reimbursed for water, sewer, road or drainage improvements from Bonds (or has a lien or other security interest in such reimbursements);

(4) the assignment is in writing executed by Developer, the District or proposed Assignee, and consented to in writing by the City Council, which consent will not be unreasonably withheld;

(5) the District or proposed Assignee expressly assumes in the assignment all assigned obligations and expressly agrees in the assignment to observe, perform, and be bound by this Agreement to the extent this Agreement relates to the obligations, rights, titles, or interests assigned;

(6) Developer is then in compliance with all terms and conditions of this Agreement and the Related Agreements; and

(7) a copy of the executed assignment and assumption agreements are provided to all Parties within fifteen (15) days after its full execution.

Provided all of the foregoing conditions are satisfied, from and after the date an assignment is executed by Developer and the District or Assignee, the City agrees to look solely to the District or Assignee for the performance of all obligations assigned to the District or Assignee and agrees that Developer shall be released from performing the assigned obligations and from any liability that results from the District's or Assignee's failure to perform the assigned obligations. No assignment by Developer shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment.

(ii) **Written Records.** Developer shall maintain written records of all assignments made by it (including, for each Assignee, the notice information required by this Agreement and a copy of each executed assignment) and, upon written request from any Party or Assignee, shall provide a copy of such records to the requesting person or entity.

(iii) **To an HOA.** Developer may only assign all or part of its rights or delegate all or part of its maintenance obligations relating to the HOA/District

Areas and Improvements to an HOA, on demonstrating to the City's reasonable satisfaction that the HOA has sufficient funds, and ongoing funding mechanisms, to perform the delegated obligations. Developer may not assign its maintenance obligations relating to the HOA/District Areas and Improvements to the District.

(iv) **Assignment of Reimbursement Rights.** All assignments by Developer to an Assignee relating to developable portions of Land in the District are subject to the assignment by Developer and Assignee of their reimbursement rights for Bonds issued in the District to pay the Master Development Fee.

(d). **Effect of Foreclosure.** It is specifically intended that this Agreement, and all terms, conditions and covenants herein, shall survive a transfer, conveyance, or assignment occasioned by the exercise of foreclosure of lien rights by a Lender or creditor or a Party, whether judicial or non-judicial. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assignees.

(e). **Effect on End Buyers.** This Agreement is not binding on and does not create any encumbrance to title as to, any End Buyer ***except*** each End Buyer must comply, at a minimum, with the Additional Land Development Standards.

(f). **Attempted Assignments Void.** Any assignment or attempted assignment by a Party that is not in conformance with Article 14 of this Agreement is void and shall have no force or effect.

14.04 **Default and Remedies.** In the event of default by any Party (a "Defaulting Party"), any non-Defaulting Party (a "Non-Defaulting Party") shall give the Defaulting Party written notice specifying the default (a "Default Notice"). The Defaulting Party shall fully cure any default that can be cured by the payment of money ("Monetary Default") within thirty (30) days of the date of the Default Notice, or commence the cure of any default specified in the Default Notice that is not a Monetary Default within thirty (30) days of the date of the Default Notice and complete such cure within ninety (90) days after the date of the Default Notice (or such longer period the Non-Defaulting Parties may mutually agree in writing is reasonable). If the Defaulting Party does not cure the event of default before the expiration of the applicable cure period, a Non-Defaulting Party may, at its option and without prejudice to any other right or remedy under this Agreement, seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, specific performance, mandamus, and injunctive relief. *Notwithstanding the generality of the foregoing, however*, no default under this Agreement shall entitle a Non-Defaulting Party to seek or recover monetary damages of any kind; and

(a). If Developer is the Defaulting Party, (i) the City shall not be obligated to accept, review, or approve any Development applications related to the Land until Developer has cured the default; (ii) the District may not pay proceeds from Bonds to Developer until Developer has cured the default but instead such District shall retain all such proceeds payable to Developer pending cure(the District can issue Bonds and pay the proceeds from the Bonds to the City as an installment of the Master Development Fee without regard to the default); (iii) the City shall have all rights to enjoin the payment of Bond proceeds to Developer until the default or breach is cured, and (iv) Developer shall not enter into any agreements with the District or seek reimbursement from the District for any expenses incurred in connection with the District or the Development of the Land until the default or breach has been cured.

14.05 Cooperation.

(a). The Parties agree to execute such further documents or instruments as may be necessary to evidence their agreements hereunder.

(b). Developer covenants to cause the District to approve, execute, and deliver to the City a signed copy of this Agreement in the timeframe specified in **Section 2.04** of this Agreement.

(c). In the event of any third-Party lawsuit or other claim relating to the validity of this Agreement or any actions taken hereunder, the Parties agree to cooperate in the defense of such suit or claim, and to use their respective best efforts to resolve the suit or claim without diminution in their respective rights and obligations under this Agreement.

ARTICLE 15. VESTING OF RIGHTS

15.01 **Vesting Rights**. For all purposes of Chapters 43 or 245 of the Texas Local Gov. Code, the "Vesting Date" of this this Project shall be the Effective Date of this Agreement unless a comprehensive update to the City's unified development code is adopted by the City prior to December 1, 2026, in which event the date of such adoption will be the Vesting Date. Each application for permits for the development, construction, or operation of the Project shall be considered by the City under the provisions of the Governing Regulations in effect on the Vesting Date; ***subject***, ***however***, to the provisions of Texas Local Gov. Code §245.004 (which sets out specific exemptions to the application of Chapter 245 of the Texas Local Government Code). If a plat application is submitted prior to City's adoption of a comprehensive UDC update outlined above such plat shall be subject to the UDC update, except if such UDC update is not adopted by December 1, 2026, in which case the plat shall be subject to the prior UDC version. Except as expressly

stated in this Agreement, Developer does not, by entering into this Agreement, waive (and Developer expressly reserves) any rights that Developer may now or hereafter have with respect to any claim of "Vested" or "Protected" development or other property rights arising from Chapters 43 or 245, Texas Local Gov. Code, as amended, or otherwise arising from common law or other state or federal laws. Except as expressly stated in this Agreement, the City does not, by entering into this Agreement, waive (and the City expressly reserves) any rights the City may now or hereafter have with respect to any claim pertaining to "Vested" or "Protected" development or other property rights arising from Chapters 43 or 245, Texas Local Gov. Code, as amended, or otherwise arising from common law or other state or federal laws.

15.02 **Right to Continue Development**. In consideration of Developer's agreements hereunder, the City agrees that it will not, during the term of this Agreement, impose or attempt to impose: (a) any moratorium on building or development within the Project or (b) any land use or development regulation that limits the rate or timing of land use approvals, whether affecting preliminary plats, final plats, site plans, building permits, certificate of occupancy or other necessary approvals, within the Project. The preceding sentence does not apply to temporary moratoriums adopted in accordance with Subchapter E of Local Government Code Chapter 212 due to an emergency constituting a threat to the public health or safety, provided that such moratorium will continue only during the duration of the emergency.

ARTICLE 16. MISCELLANEOUS PROVISIONS

16.01 **Authority**. This Agreement is entered into under the statutory authority of Section 54.016 of the Texas Water Code and Sections 42.042 and 212.172 of the Texas Local Government Code.

16.02 **Filings**. The Parties agree that, for the purposes of Chapter 212 of the Texas Local Government Code, a plan or plat for all or any part of the Land is deemed to be filed when the application for said plat or plan includes all information required by, and is in compliance with, the Governing Regulations. No Development-related application will be accepted by the City if a material event of default exists with regard to this Agreement or a Related Agreement as of the filing date of such application.

16.03 **Notice**. Any notice given under this Agreement must be in writing and may be given: (i) by depositing it in the United States mail, certified, with return receipt requested, addressed to the party to be notified and with all charges prepaid; or (ii) by depositing it with Federal Express or another delivery service guaranteeing "next day delivery", addressed to the party to be notified and with all charges prepaid; or (iii) by personally delivering it to the party, or any agent of the party listed in this Agreement.

Notice by United States mail will be effective on the earlier of the date of receipt or three (3) days after the date of mailing. Notice given in any other manner will be effective when received. For purposes of notice, the addresses of the parties, until changed as provided below, will be as follows:

City: City of Georgetown, City Manager
808 Martin Luther King Jr. St.
Georgetown, Texas 78626
Attn: City Manager

With a copy to:
City of Georgetown, City Attorney
809 Martin Luther King, Jr. St.
Georgetown, Texas 78626
Attn: City Attorney

Developer: CR 150 QOZB, LP, a Delaware limited partnership
6002 Camp Bullis Road
Suite 201
San Antonio, Texas 78257

With a copy to:
Armbrust & Brown, PLLC
100 Congress Avenue, Suite 1300
Austin, Texas 78701
Attn: John Bartram

District: Williamson County Municipal Utility District No. __
c/o Armbrust & Brown, PLLC
100 Congress Avenue, Suite 1300
Austin, Texas 78701
Attn: John Bartram

The Parties may change their respective addresses to any other address within the United States of America by giving at least five (5) days' written notice to the other party. Developer and the District may, by giving at least five (5) days' written notice to the City, designate additional parties to receive copies of notices under this Agreement.

16.04 Severability; Waiver.

(a). If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the Parties that the remainder of this Agreement not be affected, and, in lieu of each illegal, invalid, or unenforceable provision, that a provision be added to this Agreement by agreement of the Parties that is legal, valid, and enforceable and is as similar in terms to the illegal, invalid or enforceable provision as is possible.

(b). Any failure by a party to insist upon strict performance by the other party of any material provision of this Agreement shall not be deemed a waiver thereof or of any other provision, and such party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

16.05 **Applicable Law and Venue.** The interpretation, performance, enforcement and validity of this Agreement are governed by the laws of the State of Texas. Venue shall be in a court of appropriate jurisdiction in Williamson County, Texas.

16.06 **Entire Agreement.** This Agreement (including the Exhibits to this Agreement) and the Related Agreements, collectively contain the entire agreement of the Parties.

16.07 Amendments.

(a). Except as provided in **Section 16.07(b)**, before Developer or its Assignee has received all developer reimbursements from the District and/or while Developer or Assignee owns any developable part of the Land, this Agreement (a) may be amended as to all of the Land at any time by mutual written agreement of the City and Developer and the District (but only after the District Creation Order has been issued by the TCEQ), or (b) may be terminated or amended as to a portion of the Land by mutual written agreement of the City and Developer (or their respective successors and/or permitted assigns), and the District. Notwithstanding the preceding sentence, at such time as Developer and any Assignee has received all developer reimbursements from the District and/or no longer owns any developable portion of the Land, this Agreement may be amended by mutual written agreement of the District and the City, and Developer's joinder will not be required.

(b). In the event Developer sells any portion of the Land, Developer may, but is not required to, assign to such purchaser the right to amend this Agreement without Developer's consent as to such purchased property, provided that any such assignment remains subject to the terms and conditions of **Section 14.03**.

(c). Developer may assign to the District its rights to approve amendments and such assignment is not subject to the requirements of **Section 14.03(c)-(d).**

(d). The consent of End Buyers to modifications of this Agreement is not required.

16.08 **Exhibits, Headings, Construction and Counterparts.** All Exhibits referred to in or attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. Wherever appropriate, words of the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice-versa. The Parties acknowledge that each of them have been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement or any Exhibits hereto. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which shall together constitute the same instrument. This Agreement shall become effective only when one (1) or more counterparts, individually or taken together, bear the signatures of all of the Parties.

16.09 **Time.** Time is of the essence of this Agreement. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday or legal holiday.

16.10 **Notice to End Buyer**. The District shall fully comply with the notice requirements of Sections 49.452 and 49.453 of the Texas Water Code. At the time each prospective End Buyer contracts for the purchase of a lot or a home in the District from Developer, and at the time each End Buyer closes on the purchase of a lot or a home in the District from Developer, Developer shall give or cause to be given to the End Buyer the disclosure notice required by Section 49.452 of the Texas Water Code.

16.11 **Exhibits**. The following Exhibits are attached to this Agreement, and made a part hereof for all purposes:

Exhibit A	Land (metes and bounds and surveyor's sketch)
Exhibit B	Additional Land Development Standards
Exhibit C	Conceptual Parks and Open Space Plan
Exhibit D	Conceptual Transportation Plan
Exhibit E	Conceptual HOA Wall and Fencing Plan

Exhibit F	Conceptual Wastewater Plan
Exhibit G	County Road 150 Cross Section
Exhibit H	County Road 150 Driveway Cross Section
Exhibit I	County Road 150/County Road 150 Driveway Intersection Cross Section
Exhibit J	County Road 150/Petty Lane Intersection Cross Section
Exhibit K	Development Area Standards
Exhibit L	Finance Plan
Exhibit M	Land Development Standards Checklists
Exhibit N	Land Plan
Exhibit O	Maintenance Agreement (form)
Exhibit P	Master Development Fee Formula
Exhibit Q	Partial Assignment of Receivable Agreement (form)
Exhibit R	Petty Lane Cross Section
Exhibit S	Petty Lane Entry Road Cross Section
Exhibit T	Project Phasing Plan
Exhibit U	Roadway Classification Plan
Exhibit V	Intentionally Deleted
Exhibit W	HOA Wall and Fencing Standards
Exhibit X	Post Annexation Surcharge Formula

16.12 **Recordation**. This Agreement shall be recorded in the Official Public Records of Williamson County at Developer's expense. Developer shall obtain and record subordination agreements for any Lender liens or security interests that are prior to the time of recordation of this Agreement.

16.13 **Certifications.** Developer hereby certifies:

(a) Pursuant to Texas Government Code Chapter 2271, as amended, each verifies that at the time of execution and delivery of this Agreement and for the Term of this Agreement, neither Developer, its parent companies, nor its common-control affiliates currently boycott or will boycott Israel. The term "boycott Israel" as used in this paragraph has the meaning assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended.

(b) Pursuant to Texas Government Code, Chapter 2252, as amended, Developer represents and verifies that at the time of execution and delivery of this Agreement and for the term of this Agreement, neither it, its parent companies, nor its

common-control affiliates (i) engage in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code.

(c) Pursuant to Chapter 2274 of the Texas Government Code (as added by Senate Bill 13, 87th Texas Legislature, Regular Session), Developer certifies that it is not a Company that boycotts energy companies and agrees it will not boycott energy companies during the term of this Agreement. The terms "boycotts energy companies" and "boycott energy companies" have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code. For purposes of this paragraph, "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited partnership, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit, but does not include a sole proprietorship.

(d) Pursuant to Chapter 2274 of the Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, "SB 19"), Developer certifies that it is not a Company that has a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and agrees it will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The terms "discriminates against a firearm entity or firearm trade association" and "discriminate against a firearm entity or firearm trade association" have the meaning assigned to the term "discriminate against a firearm entity or firearm trade association" in Section 2274.001(3), Texas Government Code (as added by SB 19). For purposes of this paragraph, "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited partnership, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit, but does not mean a sole proprietorship.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.
SIGNATURE PAGES AND ACKNOWLEDGEMENTS FOLLOW.]

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement on the dates indicated below.

CITY:
CITY OF GEORGETOWN, TEXAS

By:_____
Josh Schroeder, Mayor

ATTEST:

By:_____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

By:_____
Skye Masson, City Attorney

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me the ____ day of _____, 2026, by Josh Schroeder, Mayor of the City of Georgetown, Texas, a home-rule city, on behalf of the City.

(*seal*)

_____
Notary Public, State of Texas

DEVELOPER:
CR 150 QOZB, LP, a Delaware limited partnership

By: CR 150 QOZB, GP, LLC, a Delaware limited liability company

By:_____
Name: Rajeev Puri
Its: Governing Person

STATE OF TEXAS §
§
COUNTY OF BEXAR §

This instrument was acknowledged before me the ____ day of _____, 2026, by Rajeev Puri, Governing Person of CR 150 QOZB, LLC, a Delaware limited liability company, Governing Person of CR 150 QOZB, LP, a Delaware limited partnership, on behalf of said partnership.

(*seal*)

_____
Notary Public, State of Texas

***DISTRICT*:**
WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. __

By: _____
Printed Name:_____
Title: Board President

ATTEST:

_____
Name:_____
Title: Board Secretary

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me the ____ day of _____, 202_, by _____, President of Williamson County Municipal Utility District No. __, a special district formed and operating under Chapters 49 and 54 of the Texas Water Code.

(*seal*)

_____
Notary Public, State of Texas

EXHIBIT "A"
Land (metes and bounds and surveyor's sketch)

EXHIBIT "B"
Additional Land Development Standards

I. Multi-Family and Commercial Architectural Standards. The façades of all Multi-Family and Commercial elevations shall be 100% masonry exterior, including brick, stone, and stucco. To accommodate the County's future widening of County Road 150, there must be a building setback of thirty feet (30') from County Road 150.

II. Residential Architectural Standards

A. **Exterior Materials** The façades of all Residential elevations that are visible from a public or private street or park shall be a minimum of 75% brick, stone, or stucco (exclusive of roofs, eaves, dormers, soffits, windows, doors, gables, garage doors, decorative trim, and trim work). All walls must include materials and design characteristics consistent with those on the front. Lesser quality materials or details for side or rear walls are prohibited.

B. Front Elevation Features

1. The front elevation of all homes shall contain wall plane articulation. No elevations shall be a single wall plane across the entire width of the front elevation.

2. Each front elevation shall contain a minimum of two (2) of the following elements, to be identified on the architectural plans submitted for a building permit:

a) Covered front porch or patio with a minimum size of 60 square feet;

b) A garage door recessed from the primary front façade a minimum of two (2) feet (for garage doors that face the front street);

c) Enhanced garage door materials (wood, ornamental metal, decorative door, window inserts and hardware, painted or stained to match house);

d) Shed roof or trellis (at least 18" deep) above garage door for additional architectural detail;

C. **Roofs.** All single family detached dwellings shall have a minimum roof pitch of 6:12, except porch covering or secondary roof features. Roof overhangs of 18" permitted within the side setback for all residential dwellings in the High-Density/Town Home Residential Development Areas, the Medium-Density Residential Development Areas, and the Low-Density Residential Development Area.

III. Streetscape Landscaping Requirements

A. Street Tree plantings shall follow Section 12.06 of the UDC, except that shade trees are permitted in the following two areas if tree root barriers are provided: (a) trees in public rights of way, and (b) trees in a landscape area that is less than ten feet (10′) wide.

B. An eight foot (8′) wide tree landscape area with plastic root barrier will be provided for all street tree applications.

C. A minimum five foot (5′) wide landscape area shall be provided in between the curb and sidewalk for street tree plantings within neighborhoods where homes are alley or rear loaded.

D. Street Trees shall be spaced an average of 40 feet on center, except when in conflict with streetlight pole, fire hydrant, drainage inlet, driveway, or other utility conflict.

E. If allowed by the County, the sidewalks shall be allowed to overlap into a Nonexclusive PUE to accommodate the extra right of way width designated for street tree landscape area. If located within the Nonexclusive PUE, a public access easement shall be granted by either the recording of a plat or separate instrument, and shall be identified on any subsequent plans.

IV. Landscaping in Landscape Buffer Areas

A. For all Landscape Buffer Areas adjacent to Neighborhood Collector level or higher roadways:

1. A minimum of a 10-foot-wide landscape Lot must be placed adjacent to (not within) the ROW.

2. The landscape Lot shall be planted with two (2) shade trees each having a minimum caliper of 3-inches and multiple five (5) gallon shrubs for every 1,000 square feet of Landscape Buffer Area.

B. For Landscape Buffer Areas that are not located within a roadway median, Developer shall plant two (2) shade trees, each having a minimum diameter of three (3) caliper-inches, plus five (5) five-(5)-gallon shrubs, per every 1,000 linear feet in the Landscape Buffer Areas. If the location of the tree (or to-be-planted tree) is not as wide as the tree's expected Critical Root Zone (as that term is defined in the UDC) at full maturity, tree root barriers must be provided.

C. For Landscape Buffer Areas that are located within a roadway median, Developer shall plant shade trees in the Landscape Buffer Area within roadway medians spaced at one (1) shade tree per fifty (50) linear feet, with each shade tree having a minimum diameter of three (3) caliper-inches. If the location of the tree (or to-be-planted tree) is not

as wide as the tree's expected Critical Root Zone (as that term is defined in the UDC) at full maturity, tree root barriers must be provided.

D. For Landscape Buffer Areas that are located within the Entry Monumental Area, Developer shall plant plantings at a minimum ratio of two (2) shade trees and two (2) five (5)-gallon shrubs for every 1,000 square feet of land area. If the location of the tree (or to-be-planted tree) is not as wide as the tree's expected Critical Root Zone (as that term is defined in the UDC) at full maturity, tree root barriers must be provided.

E. Developer may place the Landscape Buffer Areas within the ROW of the relevant roadway if, before and as a condition of final (record) plat approval of the first Lot to be platted on the Land:

1. the distance requirements in **Section 10.07** of the Agreement pertaining to Walls and Fencing are met, and

2. Developer provides the City with the County Authorization granting the HOA access to the ROW to maintain the Landscape Buffer Areas in perpetuity; and

3. Developer provides the City with a Maintenance Agreement for the Landscape Buffer Area before final plat approval; and

4. Developer provides tree root barriers for all trees in the ROW if the location of the tree (or to-be-planted tree) is not as wide as the tree's expected Critical Root Zone (as that term is defined in the UDC) at full maturity.

V. Lot Landscaping Requirements. In addition to, and notwithstanding any contrary provisions in, the landscaping requirements set forth in the City's Code of Ordinances and in UDC, the following provisions shall apply to landscaping all Lots on the Land:

A. No person may plant or install St. Augustine grass anywhere within the Land.

B. The use of sod shall not be less than six feet (6') in any dimension within a Lot.

EXHIBIT "C"
Conceptual Parks and Open Space Plan
EXHIBIT "D"
Conceptual Transportation Plan
EXHIBIT "E"
Conceptual HOA Wall and Fencing Plan
EXHIBIT "F"
Conceptual Wastewater Plan
EXHIBIT "G"

County Road 150 Cross Section
EXHIBIT "H"
County Road 150 Driveway Cross Section
EXHIBIT "I"
County Road 150/County Road 150 Driveway Intersection Cross Section
EXHIBIT "J"
County Road 150/Petty Lane Intersection Cross Section

EXHIBIT "K"
Development Area Standards

Commercial Development Area Standards:

1. A minimum of three (3) acres out of the Land must be Developed and used for Commercial purposes only.
2. All Development in the Commercial Development Area must be developed to the City's C-1 Zoning Standards as if the area was located within the City limits, except that car wash and fuel sales uses are prohibited in the Commercial Development Area, and except as otherwise provided in the Consent Agreement.

High-Density/Town Home Residential Development Area Standards

1. A maximum of 160 Lots (each having one (1) Town Home) may be constructed within the High-Density/Town Home Residential Development Area.
2. A maximum of 90 Lots within the High-Density/Town Home Development Area may be front-loaded.
3. A minimum of 70 Lots within the High-Density/Town Home Residential Development Area may be rear-loaded.
4. All Development in the High-Density/Town Home Residential Development Area must be developed in compliance with the City's TH Zoning Standards, as if the area was located within the City limits, except as otherwise provided in the Consent Agreement,
5. For clarity, each Town Home must be located on an individual Lot. This means that there cannot be more than one Town Home per Lot. Developer agrees that its plat applications for the High-Density/Town Home Residential Development Area(s) shall have lot lines (and other demarcations) clearly showing that there is only one Town Home located on each Lot.

Multi-Family Residential Development Area Standards

1. A maximum of 15 acres out of the Land may be Developed and used for Multi-Family Residential purposes only.
2. A maximum of 300 Dwelling Units (apartment units) may be constructed in the Multi-Family Residential Development Area.
3. All Development in the Multi-Family Residential Development Area must be developed to the City's MF-2 Zoning Standards, as if the area was located within the City limits, except as otherwise provided in the Consent Agreement,
4. All Multi-Family Structures adjacent to Neighborhood Collector level or higher roadways must be constructed up to and abutting the street edge, and all parking for residents and guests must be placed behind the Multi-Family Structures.

Parking lots located in front of a Multi-Family Structure adjacent to the County Road 150 Driveway shall be allowed on a limited basis for visitors and prospective tenants.

Multi-Family Residential Development Area Standards

No Development in the Multi-Family Residential Development Area (Phase 2 of the Project) is permitted until all Lots shown on the final plat(s) for Phase 1 of the Project have completed horizontal development and the City has issued final acceptance of infrastructure for Phase 1. Horizontal development for Phase 3 of the Project must commence prior to or concurrent with development in the Multi-Family Residential Development Area (Phase 2 of the Project).

Medium-Density Residential Development Area Standards

1. Approximately 15 acres out of the Land may be Developed and must be used for Medium-Density Single Family Residential purposes only.
2. A minimum of 91 Lots may be constructed within the Medium-Density Residential Development Area.
3. A minimum of 45 Lots within the Medium-Density Residential Development Area must have Lot widths of fifty feet (50').
4. A minimum of 46 Lots within the Medium-Density Residential Development Area must have Lot widths of sixty feet (60').

All Development in the Medium-Density Residential Area must be developed to the City's RS Zoning Standards, as if the areas were located within the City limits, except as otherwise provided in the Consent Agreement.

Low-Density Residential Development Area Standards

1. Approximately 25 acres out of the Land may be Developed and must be used for Low Density Single Family Residential purposes only.
2. A minimum of 20 Lots may be constructed within the Low-Density Residential Development Area.
3. All Lots within the Low-Density Residential Area must have a minimum Lot width of one-hundred feet (100').

All Development in the Low-Density Residential Area must be developed to the City's RS Zoning Standards, as if the area was located within the City limits, except as otherwise provided in the Consent Agreement.

EXHIBIT "L"
Finance Plan
EXHIBIT "M"
Land Development Standards Checklists
EXHIBIT "N"
Land Plan

EXHIBIT "O"
MAINTENANCE AGREEMENT
WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. __

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

This Maintenance Agreement (this "*Agreement*") is made to be effective as of the Effective Date (defined below) by and between the CITY OF GEORGETOWN, TEXAS, a home-rule city located in Williamson County, Texas (the "*City*"), and _____(the "*Developer")*, and Williamson County Municipal Utility District No. __ (the "*District")*, a municipal utility district formed and operating under Chapters 49 and 54 of the Texas Local Government Code (the *District*"), and _____ a Texas non-profit corporation (the "*HOA*") , (individually, a "Party" and collectively, the "Parties"), and is as follows:

RECITALS

WHEREAS, the District is a subdivision development and municipal utility district within the City's extraterritorial jurisdiction authorized by the Consent Agreement attached to Ordinance No. _____ passed and approved by the Georgetown City Council on _____, 202_ (the "*Consent Agreement*"), consisting of approximately 112.21 acres of land in Williamson County, Texas, more particularly described in that certain General Warranty Deed dated October 2, 2023 from REALMAC, Ltd, a Texas limited partnership, to 150 QOZB, LP, a Delaware limited partnership, recorded in the Official Public Records of Williamson County, Texas as Document No. 2023083026, and also described by metes and bounds and surveyor's sketch on the ***Exhibit A*** attached to the Consent Agreement**.**, and

WHEREAS, it is anticipated that at full build out the District will have a mix of Multi-Family, High-Density/Town Home, Medium Density, and Low Density residential development, approximately 30,000 square feet of Commercial/Retail space, 15.4 Acres of Private Parkland with Public Access, Trails, Open Space Areas, Amenity Center Improvements, and associated roadway and drainage improvements as well as the HOA/District Areas and Improvements and the HOA/District Infrastructure (as defined in the Consent Agreement); and

WHEREAS, the HOA is a nonprofit corporation having as its members all persons or entities becoming a holder of all or a portion of the fee simple interest in any Lot in the District, which membership in the HOA is not severable from the ownership of the Lot; and

WHEREAS, the HOA is created to, among other things, maintain the HOA/District Areas and Improvements and the HOA/District Infrastructure, and otherwise administer the affairs of the HOA in accordance with the terms of the Consent Agreement; and

WHEREAS, the HOA has the authority to levy HOA Assessments against the Lots within the District to provide a permanent source of funding for the HOA to pay for performing its responsibilities under this Agreement; and

WHEREAS, pursuant to the Governing Agreements, the HOA/District Areas and Improvements and HOA/District Infrastructure have been or will be conveyed by Developer to the [HOA OR District], in trust for the public, and will be maintained by the [HOA OR District]; and

WHEREAS, the HOA and District acknowledge and agree that the County may have exclusive jurisdiction and control of the roadways; and

NOW, THEREFORE, in consideration of the premises, in furtherance of the mutual benefits to be derived by the general public, the District, and the members of the HOA, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City, the HOA ,and the District agree as follows:

1. RECITALS AND AGREEMENT ADOPTED. The recitals set out above are true and correct and are hereby incorporated into this Agreement by this reference as though each were set out in full herein. In addition, the Related Agreements are incorporated into this Agreement as if all were set out in full.

2. DEFINITIONS. In addition to the terms defined in the Recitals to this Agreement, (i) capitalized words used in this Agreement and not defined herein will have the meanings set out in the Consent Agreement, and (ii) the following words, shall, when capitalized, have the following meanings when used in this Agreement:

2.1 "Assessments" means the assessments the [HOA OR District] imposes for the purposes of, among other things, funding its obligations under this Agreement.

(a). "*HOA Areas and Improvements*" has the meaning given in the Consent Agreement, which are also provided in ***Attachment 1*** to this Agreement.

(b). "*HOA Infrastructure*" has the meaning given in the Consent Agreement, which his also provided in ***Attachment 1*** to this Agreement.

(c). "*Parkland Development Guidelines*" means the parkland development guidelines issued by the City's Parks and Recreation Department.

3. MAINTENANCE REQUIREMENTS. The [HOA or District] shall, at its sole cost and expense, perform or cause to be performed, all repairs, maintenance, and replacement work when and as needed to keep the HOA/District Areas and Improvements and the HOA Infrastructure, in good condition suitable for use and enjoyment by the public including, but not limited to, regular mowing, edging, trimming; regular landscape maintenance including re-planting of trees, shrubs and other landscaping to replace dead or diseased plantings; regular weed, ant, mosquito and algae control; irrigation, and irrigation system maintenance and repair; keeping the areas free of all trash and debris and properly functioning; painting; striping; and other work necessary to maintain the HOA/District Areas and Improvements and HOA/District Infrastructure in perpetuity, and to replace those elements at the end of their useful life. The [HOA or District] shall be solely responsible for maintenance of the HOA/District Areas and Improvements and the HOA/District Infrastructure, and the City shall have no obligations for same.

4. WATER CONSERVATION. The [HOA OR District] agrees that it will install and maintain drought-resistant landscaping and water conserving natural turf, and will not install, or allow to be installed, St. Augustine grass anywhere in the HOA\District Areas or Improvements.

5. NO LIENS. The [HOA OR DISTRICT] shall not cause, suffer or allow any liens to be placed on the HOA/District Areas and Improvements or HOA/District Infrastructure by, through or under the HOA or any other person or entity, including the Developer and the District.

6. ASSESSMENTS.

6.1 The [HOA or District] shall levy Assessments in such amounts necessary to perform its responsibilities under this Agreement.

6.2 The [HOA or District] shall also levy Assessments in amounts, as reasonably determined by the City, necessary to maintain reserves, and ultimately

replace, the HOA/District Areas and Improvements and HOA/District Infrastructure at the end of their useful life.

7. INSURANCE.

7.1 Prior to the commencement of any work in the HOA/District Areas/Improvements under this Agreement, the [HOA or District] shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the City's City Manager, which shall be clearly labeled with the legal name of the [HOA OR District] in the Description of Operations block of the Certificate. 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. Failure to obtain and maintain the required insurance shall constitute a material default of this Agreement. No officer or employee, other than the City's City Manager, shall have authority to waive this requirement.

7.2 Notwithstanding the provisions of Section 7.3 below, the City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by the City's City Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will the City allow modification at the request of the [HOA or District] whereupon the City may incur increased risk.

7.3 The {HOA OR District]'s financial integrity is of interest to the City; therefore, subject to the [HOA OR District]'s right to maintain reasonable deductibles in such amounts as are approved by the City, the [HOA OR District] shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at the [HOA or District]'s sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed:

TYPE	AMOUNTS
Workers' Compensation	Statutory
Employers' Liability	$1,000,000 / $1,000,000 / $1,000,000
Commercial General Liability Insurance to include coverage for the following: Premises operations *b. Independent Contractors Products/completed operations Personal Injury Contractual Liability *f. Environmental Impairment/Impact sufficiently broad to cover disposal liability *g. Broad form property damage, to include fire legal liability	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
Business Automobile Liability Owned/leased vehicle Non-owned vehicle Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of $1,000,000 per occurrence

*May be waived by the City Manager if not applicable to activities performed by the HOA or the District.

7.4 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 either of the parties hereto or the underwriter of any such policies) as may be required to comply with the terms of this Agreement. The [HOA or District] 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 [HOA or District] shall pay any costs incurred resulting from said changes.

City of Georgetown

Attn. City Manager
P.O. Box 409
Georgetown, TX 78627

7.5 The [HOA or District] agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

7.5.1 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; and

7.5.2 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; and

7.5.3 Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City.

7.6 The [HOA OR District] 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 [HOA OR District] under the terms of this Agreement. Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, the [HOA OR District] shall provide a replacement Certificate of Insurance and applicable endorsements to the City. The City shall have the option to suspend the [HOA OR District]'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.

7.7 Nothing herein contained shall be construed as limiting in any way the extent to which the [HOA OR District] may be held responsible for payments of damages to persons or property resulting from the HOA's performance of the work covered under this Agreement.

7.8 It is agreed that the [HOA OR District]'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 operations under this Agreement.

7.9 It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement.

8. INDEMNIFICATION. THE [HOA OR DISTRICT] INDEMNIFIES THE CITY ONLY FOR CLAIMS ATTRIBUTED TO THE HOA AND THE HOA 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 THE PERFORMANCE OF THE ACTIVITIES DESCRIBED IN SECTION _ BY THE [HOA OR DISTRICT], ITS OFFICERS, AGENTS AND EMPLOYEES, AND ITS SUBCONTRACTORS, THEIR AGENTS AND EMPLOYEES.

9. TERM. This Agreement shall be effective from the Effective Date and shall continue in effect until the earlier of (i) the District is annexed and dissolved, pursuant to the terms hereof, as to those obligations fully assumed by the City, at the City's sole election, or (ii) until this Agreement is terminated in writing by mutual agreement of the parties, or as otherwise provided herein or allowed by law.

10. ASSIGNMENT. The [HOA OR District] 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 consent is granted, it shall then be the duty of the [HOA OR District], its successors and assigns, to give prompt written notice to the City of any assignment or transfer of any of the [HOA or District]'s rights in this Agreement.

11. MISCELLANEOUS PROVISIONS.

11.1 Laws Observance. The [HOA or District] shall not do, nor cause to be done, anything on or to the HOA Areas/Improvements 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.

11.2 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.

11.3 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.

11.4 Notice. Any notices required or appropriate under this Agreement shall be given in writing to the [HOA OR District] at the address shown below, and to the City at City of Georgetown, Attn. City Manager, P.O. Box 409, Georgetown, TX 78627.

11.5 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.

11.6 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.

11.7 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.

11.8 Entire Agreement. This Agreement and the Consent Agreement, and any attached exhibits to those agreements, contain the final and entire agreement between the Parties hereto and contain all of the terms and conditions agreed upon, and supersedes all other agreements, oral or otherwise, regarding the maintenance of the HOA Areas/Improvements.

EXECUTED to be effective as of the date of final signature below (the "Effective Date").

HOA:

_____

By: _____
Name: _____
Title:_____

Address for Notice:

_____
_____
_____

ATTEST:

By: _____
Printed Name:
Title:

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me this ____ day of _____, 20__ by _____, President of the _____, a Texas non-profit corporation on behalf of said corporation.

(seal)

_____
Notary Public State of Texas

THE DISTRICT:

WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. ___

By: _____
Printed Name:
Title:

Address for Notice:
_____
_____
_____

ATTEST:

By: _____
Printed Name:
Title:

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me this ____ day of _____, 202_ by _____, _____ of the Williamson County Municipal Utility District No. _____, on behalf of the District.

(seal)

_____
Notary Public State of Texas

THE CITY:

City of Georgetown, Texas, a home-rule municipality

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 _____, 202_ by Josh Schroeder, Mayor of the City of Georgetown, Texas, a home-rule municipality, on behalf of the City of Georgetown, Texas.

(seal)

_____
Notary Public State of Texas

ACKNOWLEDGEMENT OF DEVELOPER

By the signature of its duly authorized representative appearing below, _____, a _____[*Developer*], acknowledges its obligations under the "Consent Agreement".

DEVELOPER

By: _____
Printed Name:_____
Title:_____

STATE OF TEXAS §
§
COUNTY OF _____§

This instrument was acknowledged before me the ____ day of _____, 202_, by _____, a _____, on behalf of said entity.

(seal)

_____
Notary Public State of Texas

ATTACHMENT 1 to MAINTENANCE AGREEMENT

HOA/District Areas and Improvements: means, collectively, all areas and improvements to be owned and maintained by an HOA or the District (*i.e.*, not by the City or any other Governmental Authority or an End Buyer), including, without limitation, the Amenity Center Site, Amenity Center Improvements, Private Parkland with Public Access, Private Parkland with Public Access Improvements, Drainage Facilities, Entry Monumentation, Walls and Fencing, Trails, Sidewalks, and the Open Space Areas, all of which are required to be owned and maintained in perpetuity by the District or the HOA pursuant to the Master Covenant and a Maintenance Agreement.

HOA: means the homeowners association formed by Developer and operating under the applicable laws of the State of Texas where membership is appurtenant to ownership of a Lot on the Land.

HOA/District Infrastructure: means, collectively, the HOA/District Areas and Improvements and any other improvements that are not within the definition of Public Infrastructure and not owned by a Governmental Authority, Developer, or an End Buyer.

NOTE: Capitalized terms used in the foregoing definitions have the meaning given in the Consent Agreement.

EXHIBIT "P"
Master Development Fee Formula

EXAMPLE, FOR ILLUSTRATIVE PURPOSES ONLY

NET BOND REIMBURSEMENT AMOUNT =	**$ 2,000,000**
8% OF NET BOND REIMBURSEMENT AMOUNT x _8% =	**$_ 160,000**
MASTER DEVELOPMENT FEE: **(= 8% of Net Reimbursement Amount)**	**$_ 160,000**

INSTALLMENT WORKSHEET

TOTAL DISTRICT BONDS SOLD:		$	
LESS ALLOWABLE DEDUCTIONS:			
Surplus and Escrowed Funds	$		
Non-Construction Costs:			
Legal and Financial Advisory Fees:	$		
Interest Costs:			
Capitalized Interest	$		
Developer Interest	$		
Bond Discount	$		
Administrative and Organization (*including creation costs and operating advances*)	$		
Bond Application, Market Study, and other bond issuance costs *(based upon costs approved for reimbursement under applicable TCEQ rules, and an audit of developer reimbursable expenses performed at the time of each Bond issue*)	$		
TCEQ Bond Issuance Fee	$		
Application, Review and Inspection Fees	$		
TOTAL ALLOWABLE DEDUCTIONS:		$	
NET MDF AFTER ALLOWABLE DEDUCTIONS:		$	
CITY PERCENTAGE:			X %
TOTAL MDF:		$	

** ACTUAL AMOUNT TO BE BASED ON COSTS APPROVED FOR REIMBURSEMENT BY TCEQ AS AUDITED BY DISTRICT AUDITOR.

EXHIBIT "Q"
Partial Assignment of Receivable Agreement (form)

_____, a _____, _____, (the "Assignor") has entered into a Development Financing Agreement (the "Financing Agreement") with **Williamson County Municipal Utility District No. __** ("District") in connection with the design and construction of certain water, sewer, drainage, water quality, road and other facilities on the condition that the Assignor will be reimbursed in the future from the sale of bonds issued by the District for such purposes, subject to the terms and conditions of the Financing Agreement.

Assignor hereby assigns to the **City of Georgetown, Texas** ("Assignee") eight percent (8%) of the proceeds received from the District through the issuance of one or more series of Bonds by the District, as said amount is determined pursuant to **Exhibit "__** "attached to the 202_ Consent Agreement by and between the City the Assignor, and the District (the "Master Development Fee"), and shall continue to pay the Master Development Fee out of every Bond issuance by the District.

The District and the Assignor shall ensure that each payment of a Master Development Fee will be paid to the City in conjunction and simultaneously with the Assignor's reimbursement from the Bonds.

Assignor and Assignee agrees that this partial assignment of the Funds shall terminate at such time as the District is terminated. Assignor and Assignee shall file an executed termination of this Partial Assignment of Receivables with the District and in the Official Public Records of Williamson County, Texas at such time.

By execution of this instrument, Assignee hereby accepts such assignment and assumes all of Assignor's rights, title, and interests in and to the Master Development Fee, and instructs the District to pay the Master Development Fee to the Assignee rather than the Assignor.

Executed to be effective on the _____ day of _____, 202_.

(*signatures follow*)

ASSIGNOR:

_____

By: _____,a _____, its _____

By: _____,a _____, its _____

By:_____
Printed Name:_____
Title:_____
Date: _____

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me the ____ day of _____, 202_, by _____, in his capacity as _____ of _____[*Developer*], on behalf of said _____.

(seal)

By:_____
Notary Public, State of _____

The Assignee hereby accepts the Partial Assignment of Receivables.

Executed this the _____ day of , 20__.

ASSIGNEE:

CITY OF GEORGETOWN, TEXAS

By:_____
Mayor

ATTEST:

By:_____
City Secretary

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me the ____ day of _____, 202_, by _____, as Mayor of the City of Georgetown, Texas on behalf of the City of Georgetown, Texas.

(*seal*)

By:_____
Notary Public, State of Texas

The District hereby consents to the Partial Assignment of Receivables.

Executed this the _____ day of _____, 20__.

WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. __

By:_____
Printed Name:_____
Title: Board President

ATTEST:

By:_____
Printed Name:_____
Title: Board Secretary

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me the ____ day of _____, 20_, by _____, President of Williamson County Municipal Utility District No. __, a special district formed and operating under Chapters 49 and 54 of the Texas Water Code.

(*seal*)

By:_____
Notary Public, State of Texas

EXHIBIT "R"
Petty Lane Cross Section
EXHIBIT "S"
Petty Lane Entry Road Cross Section
EXHIBIT "T"
Project Phasing Plan
EXHIBIT "U"
Roadway Classification Plan
EXHIBIT "V"
(intentionally deleted)
EXHIBIT "W"
HOA Walls and Fencing Standards
EXHIBIT "X"
Post Annexation Surcharge Formula

EXHIBIT "A"
Land (metes and bounds and surveyor's sketch)

FIELD NOTES
FOR

A 112.210 ACRE TRACT OF LAND BEING SITUATED IN JOHN BERRY SURVEY, BLOCK 3, SECTION 3, ABSTRACT NO. 51 IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF A CALLED 112.760 ACRE TRACT OF LAND CONVEYED TO REALMAC, LTD., RECORDED IN DOCUMENT NO. 2005065439 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 112.210 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE:

BEGINNING at a ½" iron pipe found on a point in the south right-of-way line of County Road 150, said point being the northeast corner of said 112.760-acre tract, same being the northernmost northwest corner of a called 153.11-acre tract conveyed to Idena Olga Petty, recorded in Volume 530, Page 115 of the Deed Records of Williamson County, Texas for the northeast corner and **POINT OF BEGINNING** hereof;

THENCE S 18°54'16" E, departing the south right-of-way line of said County Road 150, with the east boundary line of said 112.760-acre tract, same being the west boundary line of said 153.11-acre tract, a distance of **1747.85 feet** to a ¾" iron pipe found at the southeast corner of said 112.760-acre tract, same being the northwest ell corner of said 153.11-acre tract for the easternmost southeast corner hereof;

THENCE with the southeast boundary line of said 112.760-acre tract, same being the northwest boundary line of said 153.11-acre tract the following three (3) courses and distances:

1. **S 49°23'08" W**, a distance of **583.46 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,

2. **S 41°43'38" W**, a distance of **262.70 feet** to a ⅜" iron rod found for an angle point hereof, and

3. **S 02°48'27" E**, a distance of **865.76 feet** to a steel fence post found on a point in the north boundary line of a called 4.435-acre tract, granted to Richard Allen Miles via Divorce Decree, recorded in Volume 1798, Page 928 of the Official Records of Williamson County, Texas, as described in in Volume 840, Page 384 of the Deed Records of Williamson County, Texas for the southernmost southeast corner hereof;

THENCE S 68°35'10" W, with the south boundary line of said 112.760-acre tract, same being the north boundary line of said 4.435-acre tract, a distance of **507.58 feet** to a steel fence corner found at the southernmost southwest corner of said 112.760-acre tract, said point being the northwest corner of said 4.435-acre tract, same being the northeast corner of a called 17.001-acre tract conveyed to John & Christina Stokes, recorded in Document No. 2015077428 of the Official Public Records of Williamson County, Texas, also being the southeast corner of a called 19.961-are tract bequeathed to David Lester as Primary Beneficiary in Revocable Transfer on Death Deed, recorded in Document No. 2016079509 of the Official Public Records of Williamson County, Texas, as described in Volume 2043, Page 001 of the Official Records of Williamson County, Texas for the southernmost southwest corner hereof;

THENCE N 34°52'58" W, with a west boundary line of said 112.760-acre tract, same being the east boundary line of said 19.691-acre tract, a distance of **836.95 feet** to a steel fence post found at the southwest ell corner of said 112.760-acre tract, same being the northeast corner of said 19.691-acre tract for a southwest ell corner hereof;

THENCE with a south boundary line of said 112.760-acre tract, same being the north boundary line of said 19.961-acre tract the following five (5) courses and distances:

1. **S 41°53'56" W**, a distance of **339.94 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,

2. **S 43°47'46" W**, a distance of **126.50 feet** to a ⅜" iron rod found for an angle point hereof,

3. **S 56°22'29" W**, a distance of **44.00 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,

4. **S 53°17'19" W**, a distance of **145.56 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof, and

5. **S 54°11'14" W**, a distance of **470.67 feet** to a calculated point in the approximate centerline of a creek, said point being the westernmost southwest corner of said 112.760-acre tract, said point being the northwest corner of said 19.691-acre tract, same being the northeast corner of a called 23.63-acre tract conveyed to David & Katherine Schegmann, recorded in Document No. 9613146 of the Official Records of Williamson County, Texas, also being the southeast corner of a called 38.1294-acre tract conveyed to Berry Creek Partners, recorded in Document No. 2022119279 of the Official Public Records of Williamson County, Texas for the westernmost southwest corner hereof;

THENCE with the approximate centerline of a creek, being the west boundary line of said 112.760-acre tract, same being the east boundary line of said 38.1294-acre tract, and, in part, with the east boundary line of a called 38.15-acre tract conveyed to Berry Creek Partners LP, recorded in Document No. 2022119170 of the Official Public Records of Williamson County, Texas the following nine (9) courses and distances:

1. **N 34°02'11" W**, a distance of **235.95 feet** to a calculated angle point hereof,

2. **N 36°39'22" W**, a distance of **301.61 feet** to a calculated angle point hereof,

3. **N 25°32'37" W**, a distance of **116.34 feet** to a calculated angle point hereof,

4. **N 51°02'53" W**, a distance of **150.85 feet** to a calculated angle point hereof,

5. **N 63°03'52" W**, a distance of **100.74 feet** to a calculated angle point hereof,

6. **N 87°19'08" W**, a distance of **202.00 feet** to a calculated angle point hereof,

7. **N 65°23'26" W**, a distance of **131.12 feet** to a calculated angle point hereof,

8. **N 52°48'57" W**, a distance of **167.73 feet** to a calculated angle point hereof, and

9. **N 36°56'54" W**, a distance of **55.65 feet** to a calculated point in the approximate centerline of said Creek and the east boundary line of said 38.15-acre tract, said point being the westernmost northwest corner of said 112.760-acre tract, same being the southeast corner of a called 64.9-acre tract conveyed to Ischy Et. Al in Enhanced Life Estate Warranty Deed recorded in Document No. 2013088018 of the Official Public Records of Williamson County, Texas, described in Volume 481, Page 556 of the Deed Records of Williamson County, Texas for the westernmost northwest corner hereof;

THENCE departing the approximate centerline of said Creek, and east boundary line of said 38.15-acre tract, with the northwesterly boundary line of said 112.51-acre tract, same being the southeast boundary line of said 64.9-acre tract the following six (6) courses and distances:

1. **N 50°09'19" E**, a distance of **378.61 feet** ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,

2. **N 50°09'59" E**, at a distance of 714.26 feet passing a 60D nail found, continuing a total distance of **718.66 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,

3. **S 35°13'06" E**, a distance of **631.00 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set at the base of a wood fence post,

4. **N 32°45'54" E**, a distance of **804.30 feet** to a ⅜" iron rod found for an angle point hereof,

5. **N 33°02'45" E**, a distance of **708.19 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof, and

6. **N 32°40'15" E**, at a distance of 475.46 feet passing a ⅜" iron rod found on a point in the northwest boundary line of said 112.760-acre tract, said point being the southeast corner of said 64.9-acre tract, same being the southwest corner of a 2-acre tract to Edward M. Ischy via Affidavit of Heirship, recorded in Document No. 2015086883 of the Official Public Records of Williamson County, Texas, as described in Volume 798, Page 28 of the Deed Records of Williamson County, Texas, continuing with the northwest boundary line of said 112.760-acre tract, same being the southeast boundary line of said 2-acre tract, a total distance of **1050.28 feet** to a ⅜" iron rod found on a point in the south right-of-way line of said County Road 150, said point being the northernmost northwest corner of said 112.760-acre tract, same being the northeast corner of said 2-acre tract for the northernmost northwest corner hereof;

THENCE N 71°46'38" E, with the south right-of-way line of said County Road 150, same being the north boundary line of said 112.760-acre tract, a distance of **286.84 feet** to the **POINT OF BEGINNING** and containing 112.210 acres of land in Williamson County, Texas. Said tract being described in accordance with an exhibit prepared by Pape-Dawson Engineers, Inc. under Job No. 51421-00.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: August 25, 2023
REVISED: September 26, 2023
Job No.: 51421-00
DOC. ID. H:\Survey\CIVIL\51421-00\
Word\FN51421-00_112.210Ac.docx
TBPE Firm Registration #470
TBPLS Firm Registration #100288-01



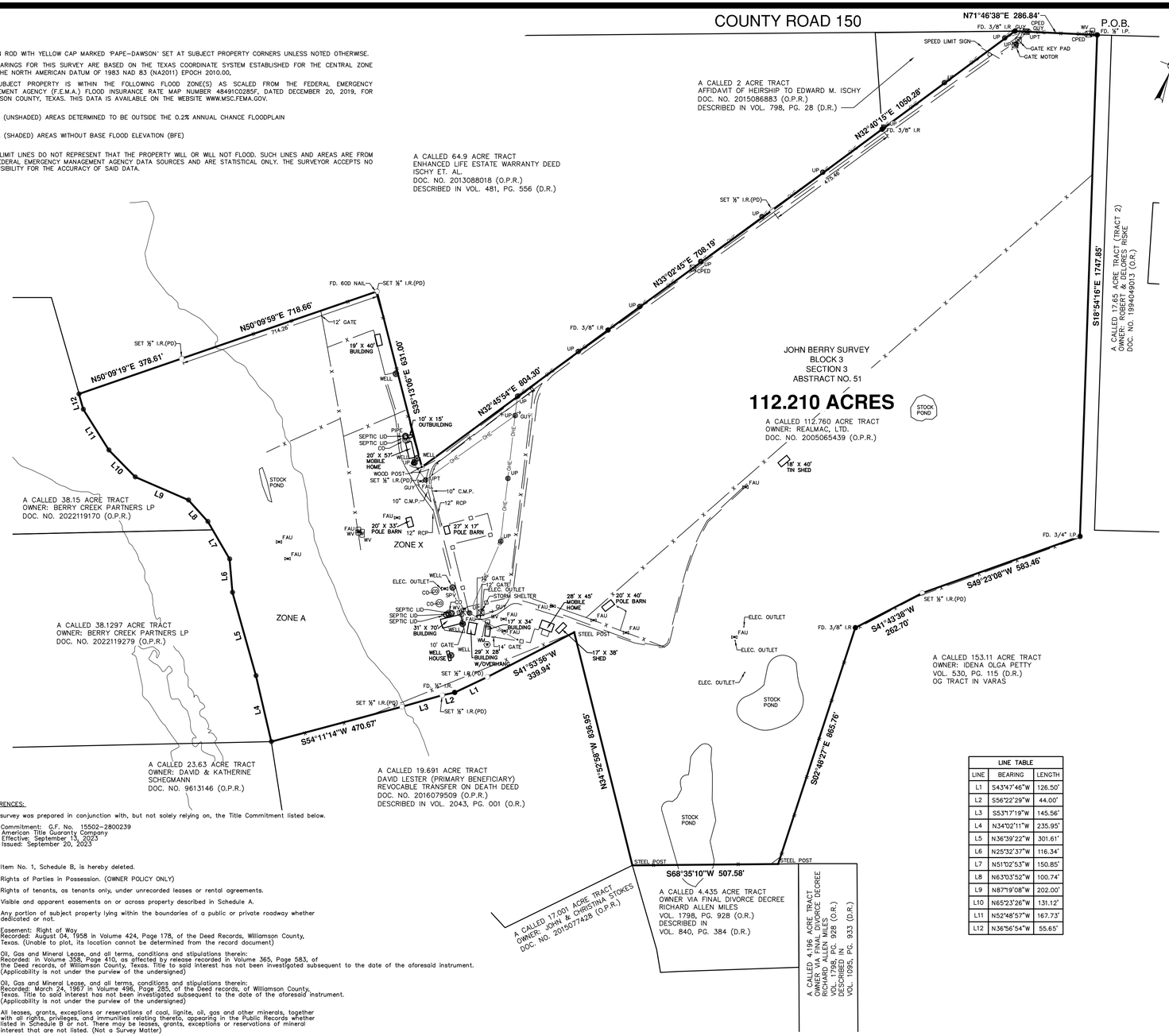
NOTES:

1) ½" IRON ROD WITH YELLOW CAP MARKED "PAPE-DAWSON" SET AT SUBJECT PROPERTY CORNERS UNLESS NOTED OTHERWISE.
2) THE BEARINGS FOR THIS SURVEY ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NA2011) EPOCH 2010.00,
3) THE SUBJECT PROPERTY IS WITHIN THE FOLLOWING FLOOD ZONE(S) AS SCALED FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY (F.E.M.A.) FLOOD INSURANCE RATE MAP NUMBER 48491C0285F, DATED DECEMBER 20, 2019, FOR WILLIAMSON COUNTY, TEXAS. THIS DATA IS AVAILABLE ON THE WEBSITE WWW.MSC.FEMA.GOV.

   ZONE X (UNSHADED) AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN

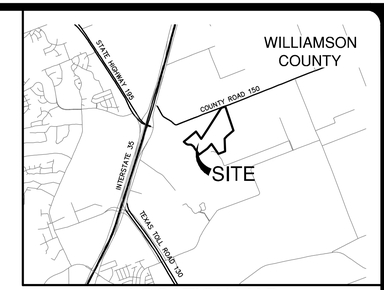
   ZONE A (SHADED) AREAS WITHOUT BASE FLOOD ELEVATION (BFE)

4) FLOOD LIMIT LINES DO NOT REPRESENT THAT THE PROPERTY WILL OR WILL NOT FLOOD. SUCH LINES AND AREAS ARE FROM SAID FEDERAL EMERGENCY MANAGEMENT AGENCY DATA SOURCES AND ARE STATISTICAL ONLY. THE SURVEYOR ACCEPTS NO RESPONSIBILITY FOR THE ACCURACY OF SAID DATA.



0' 200' 400' 600'

SCALE: 1"= 200'



LOCATION MAP
1" = 5000'

LINE TABLE		
LINE	BEARING	LENGTH
L1	S43°47'46"W	126.50'
L2	S56°22'29"W	44.00'
L3	S53°17'19"W	145.56'
L4	N34°02'11"W	235.95'
L5	N36°39'22"W	301.61'
L6	N25°32'37"W	116.34'
L7	N51°02'53"W	150.85'
L8	N63°03'52"W	100.74'
L9	N87°19'08"W	202.00'
L10	N65°23'26"W	131.12'
L11	N52°48'57"W	167.73'
L12	N36°56'54"W	55.65'

REFERENCES:

This survey was prepared in conjunction with, but not solely relying on, the Title Commitment listed below.

Title Commitment: G.F. No. 15502-2800239
First American Title Guaranty Company
Date Effective: September 13, 2023
Date Issued: September 20, 2023

10.

a. Item No. 1, Schedule B, is hereby deleted.

b. Rights of Parties in Possession. (OWNER POLICY ONLY)

c. Rights of tenants, as tenants only, under unrecorded leases or rental agreements.

d. Visible and apparent easements on or across property described in Schedule A.

e. Any portion of subject property lying within the boundaries of a public or private roadway whether dedicated or not.

f. Easement: Right of Way
Recorded: August 04, 1958 in Volume 424, Page 178, of the Deed Records, Williamson County, Texas. (Unable to plot, its location cannot be determined from the record document)

g. Oil, Gas and Mineral Lease, and all terms, conditions and stipulations therein:
Recorded: in Volume 358, Page 410, as affected by release recorded in Volume 365, Page 583, of the Deed records, of Williamson County, Texas. Title to said interest has not been investigated subsequent to the date of the aforesaid instrument.
(Applicability is not under the purview of the undersigned)

h. Oil, Gas and Mineral Lease, and all terms, conditions and stipulations therein:
Recorded: March 24, 1967 in Volume 496, Page 285, of the Deed records, of Williamson County, Texas. Title to said interest has not been investigated subsequent to the date of the aforesaid instrument.
(Applicability is not under the purview of the undersigned)

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. Terms, Conditions and Stipulations in the Agreement:
Recorded: August 19, 1952 in Volume 382, Page 351, Deed Records, Williamson County, Texas.
Type: Agreement
(Applicability is not under the purview of the undersigned)

k. Terms, Conditions and Stipulations in the Agreement:
Recorded: August 07, 1985 in Volume 1224, Page 824, Official Public Records, Williamson County, Texas.
Type: Agreement
(Applicability is not under the purview of the undersigned, Reference to Subject Tract made therein)

l. Intentionally deleted.

m. Intentionally deleted.

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

   1) to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
   2) to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
   3) to filled-in lands, or artificial islands, or
   4) to statutory water rights, including riparian rights, or
   5) to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across the area. (MORTGAGEE POLICY ONLY)

o. Any encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.

p. Rights or claims of adjoining landowner(s) now or in the future in or to any of the Land, and any changes in the boundaries of description of the Land, as a result of any past or future changes in the location of any creek, river, lake, stream, or other body of water or water course due to accretion, avulsion, or otherwise.

q. Company does not insure title to any manufactured housing unit located on the land and excepts to any and all right, title, interest, lien or encumbrance of any party in or to any such manufactured housing unit.

r. Matters as disclosed by the examination of the survey:

   1) Any portion of the property lying within the bounds of Berry Creek, along with any changes in location of property line due to accretion or avulsion of centerline or banks of the Berry Creek as shown.

DEED/PLAT REFERENCE

D.R.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
P.R.	PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS,
O.P.R.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS

LEGEND

FD.	FOUND
I.R.	IRON ROD (SIZE AS NOTED)
I.P.	IRON PIPE (SIZE AS NOTED)
	SET ½" I.R.(PD)
	FOUND IRON ROD AS NOTED
	CALCULATED POINT

FIELD NOTES
FOR

A 112.210 ACRE TRACT OF LAND BEING SITUATED IN JOHN BERRY SURVEY, BLOCK 3, SECTION 3, ABSTRACT NO. 51 IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF A CALLED 112.760 ACRE TRACT OF LAND CONVEYED TO REALMAC, LTD., RECORDED IN DOCUMENT NO. 2005065439 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 112.210 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE:

BEGINNING at a ½" iron pipe found on a point in the south right-of-way line of County Road 150, said point being the northeast corner of said 112.760-acre tract, same being the northernmost northwest corner of a called 153.11-acre tract conveyed to Idena Olga Petty, recorded in Volume 530, Page 115 of the Deed Records of Williamson County, Texas for the northeast corner and POINT OF BEGINNING hereof;

THENCE S 18°54'16" E, departing the south right-of-way line of said County Road 150, with the east boundary line of said 112.760-acre tract, same being the west boundary line of said 153.11-acre tract, a distance of 1747.85 feet to a ½" iron pipe found at the southeast corner of said 112.760-acre tract, same being the northwest ell corner of said 153.11-acre tract for the easternmost southeast corner hereof;

THENCE with the southeast boundary line of said 112.760-acre tract, same being the northwest boundary line of said 153.11-acre tract the following three (3) courses and distances:

1. S 49°23'08" W, a distance of 583.46 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
2. S 41°43'38" W, a distance of 262.70 feet to a ½" iron rod found for an angle point hereof, and
3. S 02°48'27" E, a distance of 865.76 feet to a steel fence post found on a point in the north boundary line of a called 4.435-acre tract, granted to Richard Allen Miles via Divorce Decree, recorded in Volume 1798, Page 928 of the Official Records of Williamson County, Texas, as described in in Volume 840, Page 384 of the Deed Records of Williamson County, Texas for the southernmost southeast corner hereof;

THENCE S 68°35'10" W, with the south boundary line of said 112.760-acre tract, same being the north boundary line of said 4.435-acre tract, a distance of 507.58 feet to a steel fence corner found at the southernmost southwest corner of said 112.760-acre tract, said point being the northwest corner of said 4.435-acre tract, same being the northeast corner of a called 17.001-acre tract conveyed to John & Christina Stokes, recorded in Document No. 2015077428 of the Official Public Records of Williamson County, Texas, also being the southeast corner of a called 19.961-acre tract bequeathed to David Lester as Primary Beneficiary in Revocable Transfer on Death Deed, recorded in Document No. 2016079509 of the Official Public Records of Williamson County, Texas, as described in Volume 2043, Page 001 of the Official Records of Williamson County, Texas for the southernmost southwest corner hereof;

THENCE N 34°52'58" W, with a west boundary line of said 112.760-acre tract, same being the east boundary line of said 19.691-acre tract, a distance of 836.95 feet to a steel fence post found at the southwest ell corner of said 112.760-acre tract, same being the northeast corner of said 19.691-acre tract for a southwest ell corner hereof;

THENCE with a south boundary line of said 112.760-acre tract, same being the north boundary line of said 19.961-acre tract the following five (5) courses and distances:

1. S 41°53'56" W, a distance of 339.94 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
2. S 43°47'46" W, a distance of 126.50 feet to a ½" iron rod found for an angle point hereof,
3. S 56°22'29" W, a distance of 44.00 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
4. S 53°17'19" W, a distance of 145.56 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof, and
5. S 54°11'14" W, a distance of 470.67 feet to a calculated point in the approximate centerline of a creek, said point being the westernmost southwest corner of said 112.760-acre tract, said point being the northwest corner of a called 23.63-acre tract conveyed to David & Katherine Schegmann, recorded in Document No. 9613146 of the Official Records of Williamson County, Texas, also being the southeast corner of a called 38.1294-acre tract conveyed to Berry Creek Partners, recorded in Document No. 2022119279 of the Official Public Records of Williamson County, Texas for the westernmost southwest corner hereof;

THENCE with the approximate centerline of a creek, being the west boundary line of said 112.760-acre tract, same being the east boundary line of said 38.1294-acre tract, and, in part, with the east boundary line of a called 38.15-acre tract conveyed to Berry Creek Partners LP, recorded in Document No. 2022119170 of the Official Public Records of Williamson County, Texas the following nine (9) courses and distances:

1. N 34°02'11" W, a distance of 235.95 feet to a calculated angle point hereof,
2. N 36°39'22" W, a distance of 301.61 feet to a calculated angle point hereof,
3. N 25°32'37" W, a distance of 116.34 feet to a calculated angle point hereof,
4. N 51°02'53" W, a distance of 150.85 feet to a calculated angle point hereof,
5. N 63°03'52" W, a distance of 100.74 feet to a calculated angle point hereof,
6. N 87°19'08" W, a distance of 202.00 feet to a calculated angle point hereof,
7. N 65°23'26" W, a distance of 131.12 feet to a calculated angle point hereof,
8. N 52°48'57" W, a distance of 167.73 feet to a calculated angle point hereof, and
9. N 36°56'54" W, a distance of 55.65 feet to a calculated point in the approximate centerline of said Creek and the east boundary line of said 38.15-acre tract, said point being the westernmost northwest corner of said 112.760-acre tract, same being the southeast corner of a called 64.9-acre tract conveyed to Ischy Et, Al in Enhanced Life Estate Warranty Deed recorded in Document No. 2013088018 of the Official Public Records of Williamson County, Texas, described in Volume 481, Page 556 of the Deed Records of Williamson County, Texas for the westernmost northwest corner hereof;

THENCE departing the approximate centerline of said Creek, and east boundary line of said 38.15-acre tract, with the northwesterly boundary line of said 112.51-acre tract, same being the southeast boundary line of said 64.9-acre tract the following six (6) courses and distances:

1. N 50°09'19" E, a distance of 378.61 feet ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
2. N 50°09'59" E, at a distance of 714.26 feet passing a 60D nail found, continuing a total distance of 718.66 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
3. S 35°13'06" E, a distance of 631.00 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set at the base of a wood fence post,
4. N 32°45'54" E, a distance of 804.30 feet to a ½" iron rod found for an angle point hereof,
5. N 33°02'45" E, a distance of 708.19 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof, and
6. N 32°40'15" E, at a distance of 475.46 feet passing a ½" iron rod found on a point in the northwest boundary line of said 112.760-acre tract, said point being the southeast corner of said 64.9-acre tract, same being the southwest corner of a 2-acre tract to Edward M. Ischy via Affidavit of Heirship, recorded in Document No. 2015086883 of the Official Public Records of Williamson County, Texas, as described in Volume 798, Page 28 of the Deed Records of Williamson County, Texas, continuing with the northwest boundary line of said 112.760-acre tract, same being the southeast boundary line of said 2-acre tract, a total distance of 1050.28 feet to a ½" iron rod found on a point in the south right-of-way line of said County Road 150, said point being the northernmost northwest corner of said 112.760-acre tract, same being the northeast corner of said 2-acre tract for the northernmost northwest corner hereof;

THENCE N 71°46'38" E, with the south right-of-way line of said County Road 150, same being the north boundary line of said 112.760-acre tract, a distance of 286.84 feet to the POINT OF BEGINNING and containing 112.210 acres of land in Williamson County, Texas. Said tract being described in accordance with an exhibit prepared by Pape-Dawson Engineers, Inc. under Job No. 51421-00.

I HEREBY CERTIFY TO CR 150 QOZB, LP, TO A.D. ACQUISITIONS LLC, TO REALMAC, LTD., A TEXAS LIMITED PARTNERSHIP, AND TO FIRST AMERICAN TITLE GUARANTY COMPANY THAT;

THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYOR MANUAL OF PRACTICE REQUIREMENTS FOR A CATEGORY 1A, CONDITION II LAND TITLE SURVEY. THE FIELD WORK WAS COMPLETED ON SEPTEMBER 12, 2023.

09.26.2023
DATE

VALERIE ZURCHER
STATE OF TEXAS REGISTRATION NO. 6222
PAPE-DAWSON ENGINEERS
10801 N. MOPAC EXPY.
BLDG. 3, SUITE 200
AUSTIN, TX 78759

STATE OF TEXAS · VALERIE ZURCHER · 6222 · REGISTERED · LAND SURVEYOR

NO.	REVISION	DATE
1	ADD IMPROVEMENTS, UPDATE CERTIFICATION & REVIEW LATEST TITLE COMMITMENT	09.13.2023
2	REVIEW AND NOTE LATEST TITLE COMMITMENT	09.26.2023

PAPE-DAWSON ENGINEERS
AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
10801 N. MOPAC EXPY, BLDG 3, STE 200 | AUSTIN, TX. 78759 | 512.454.8711
TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #100288501

LAND TITLE SURVEY

A 112.210 ACRE TRACT OF LAND BEING SITUATED IN JOHN BERRY SURVEY BLOCK 3, SECTION 3, ABSTRACT NO. 51 IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF A CALLED 112.760 ACRE TRACT OF LAND CONVEYED TO REALMAC, LTD., RECORDED IN DOCUMENT NO. 2005065439 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

JOB NO. 51421-00
DATE AUG 2023
CHECKED PJG DRAWN VZ
CIVIL JOB NO. ---
REFERENCE: ---
SHEET 1 OF 1

Date: Sep 26, 2023, 6:21pm User ID: VZurcher
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REFERENCE: ---

PROJECT NAME: 112.7 Acres (CR 150) - Georgetown, TX

1083

EXHIBIT B

Serinity Ranch MUD
Additional Development Standards

Multi-Family and Commercial Architectural Standards. The façades of all Multi-Family and Commercial elevations shall be 100% masonry exterior, including brick, stone, stucco. To accommodate the County's future widening of County Road 150, there must be a building setback of 50 feet from the post dedication property line.

I. Residential Architectural Standards

A. **Exterior Materials** The façades of all Residential elevations that are visible from a public or private street or park shall be a minimum of 75% brick, stone, or stucco (exclusive of roofs, eaves, dormers, soffits, windows, doors, gables, garage doors, decorative trim, and trim work). All walls must include materials and design characteristics consistent with those on the front. Lesser quality materials or details for side or rear walls are prohibited.

B. Front Elevation Features

1. The front elevation of all homes shall contain wall plane articulation. No elevations shall be a single wall plane across the entire width of the front elevation.

2. Each front elevation shall contain a minimum of two (2) of the following elements, to be identified on the architectural plans submitted for a building permit:

a) Covered front porch or patio with a minimum size of 60 square feet;

b) A garage door recessed from the primary front façade a minimum of two (2) feet (for garage doors that face the front street);

c) Enhanced garage door materials (wood, ornamental metal, decorative door, window inserts and hardware, painted or stained to match house);

d) Shed roof or trellis (at least 18" deep) above garage door for additional architectural detail;

C. **Roofs.** All single family detached dwellings shall have a minimum roof pitch of 6:12, except porch coverings or secondary roof features. Roof overhang of 18" permitted within a side setback.

II. Streetscape Landscaping Requirements

A. Street Tree plantings shall follow Section 12.06 of the UDC, except that shade trees are permitted in the following two areas if tree root barriers are provided: (a) trees in public rights of way, and (b) trees in a landscape area that is less than ten (10') feet wide.

B. An eight foot (8′) wide tree landscape area with plastic root barrier will be provided for all street tree applications.

C. Minimum eight foot (8′) wide landscape area shall be provided in between the curb and sidewalk for street tree plantings within neighborhoods where homes are alley or rear loaded.

D. Street Trees shall be spaced an average of 40 feet on center, except when in conflict with streetlight pole, fire hydrant, drainage inlet, driveway, or other utility conflict.

E. If allowed by the County, the sidewalks shall be allowed to overlap into a PUE to accommodate the extra right of way width designated for street tree landscape area. If located within the PUE, a public access easement shall be granted by either the recording of a plat or separate instrument and shall be identified on any subsequent plans.

III. Landscaping in Landscape Buffer Areas

A. For all Landscape Buffer Areas adjacent to Neighborhood/Residential Collector level or higher roadways:

1. A minimum of a 10-foot-wide landscape Lot must be placed adjacent to (not within) the ROW.

2. The landscape Lot shall be planted with two (2) shade trees each having a minimum caliper of 3-inches and multiple five (5) gallon shrubs for every 1,000 square feet of Landscape Buffer Area.

B. For Landscape Buffer Areas that are not located within a roadway median, Developer shall plant two (2) shade trees, each having a minimum diameter of three (3) caliper-inches, plus five (5) five-(5)-gallon shrubs, per every 1,000 linear feet in the Landscape Buffer Areas. If the location of the tree (or to-be-planted tree) is not as wide as the tree's expected Critical Root Zone (as that term is defined in the UDC) at full maturity, tree root barriers must be provided.

C. For Landscape Buffer Areas that are located within a roadway median, Developer shall plant shade trees in the Landscape Buffer Area within roadway medians spaced at one (1) shade tree per fifty (50) linear feet, with each shade tree having a minimum diameter of three (3) caliper-inches. If the location of the tree (or to-be-planted tree) is not as wide as the tree's expected Critical Root Zone (as that term is defined in the UDC) at full maturity, tree root barriers must be provided.

D. For Landscape Buffer Areas that are located within the Entry Monumental Area, Developer shall plant plantings at a minimum ratio of two (2) shade trees and two (2) five (5)-gallon shrubs for every 1,000 square feet of land area. If the location of the tree (or to-be-planted tree) is not as wide as the tree's expected Critical Root Zone (as that term is defined in the UDC) at full maturity, tree root barriers must be provided.

E. Developer may place the Landscape Buffer Areas within the ROW of the relevant roadway if, before and as a condition of final (record) plat approval of the first Lot to be platted on the Land:

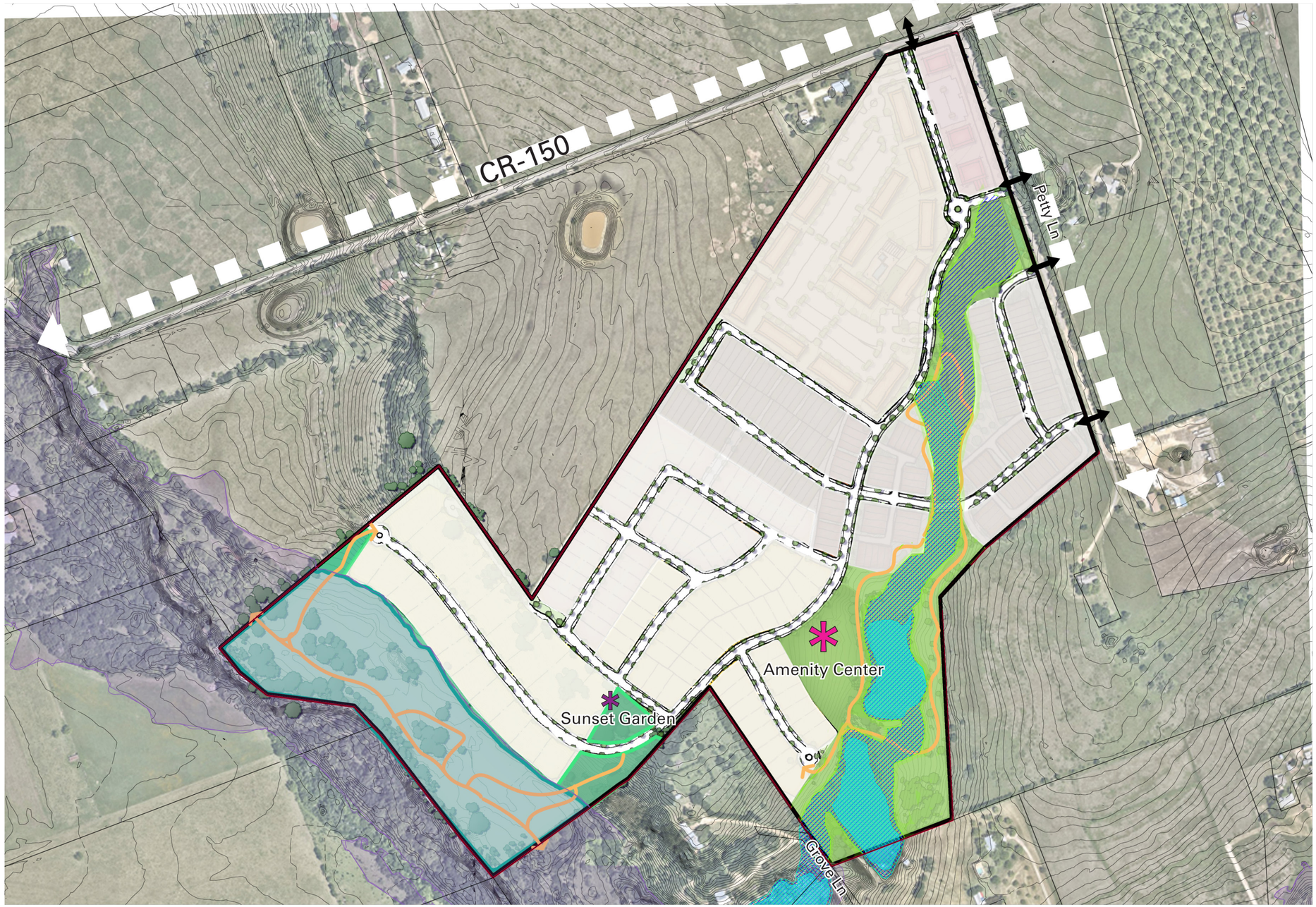
1. the distance requirements in **Section __** of the Agreement pertaining to HOA Walls and Fencing are met, and
2. Developer provides the City with the County Authorization granting the HOA access to the ROW to maintain the Landscape Buffer Areas in perpetuity; and
3. Developer provides the City with a Maintenance Agreement for the Landscape Buffer Area before final plat approval; and
4. Developer provides tree root barriers for all trees in the ROW.

IV. Lot Landscaping Requirements. In addition to, and notwithstanding any contrary provisions in, the landscaping requirements set forth in the City's Code of Ordinances and in UDC, the following provisions shall apply to landscaping all Lots on the Land:

A. No person may plant or install St. Augustine grass anywhere within the Land.

B. No sod may be placed in side-yards that are less than ten feet (10') in width.

EXHIBIT "C"
Conceptual Parks and Open Space Plan



Legend

- Private Parkland with Public Access: ±2 ac (outside the floodplain)
- Private Parkland with Public Access: ±13.4 ac (inside the floodplain)
- Open Space & Amenity: ±18.7 ac
- Trails *
- Sunset Garden
- Amenity Center: Attributes: Swimming Pool and Restrooms (Phase 4), Multi-Sport Court and Walking Trails (Phase 3)
- Pape Dawson Calculated Floodplain
- Drainage facilities

notes:

*Sidewalks to be provided as part of the street ROW. Trail locations are generally depicted and will be finalized as part of the Site Plan.

TBG

Serenity Ranch

Conceptual Parks and Open Space Plan

Georgetown, Texas
Sep 2025

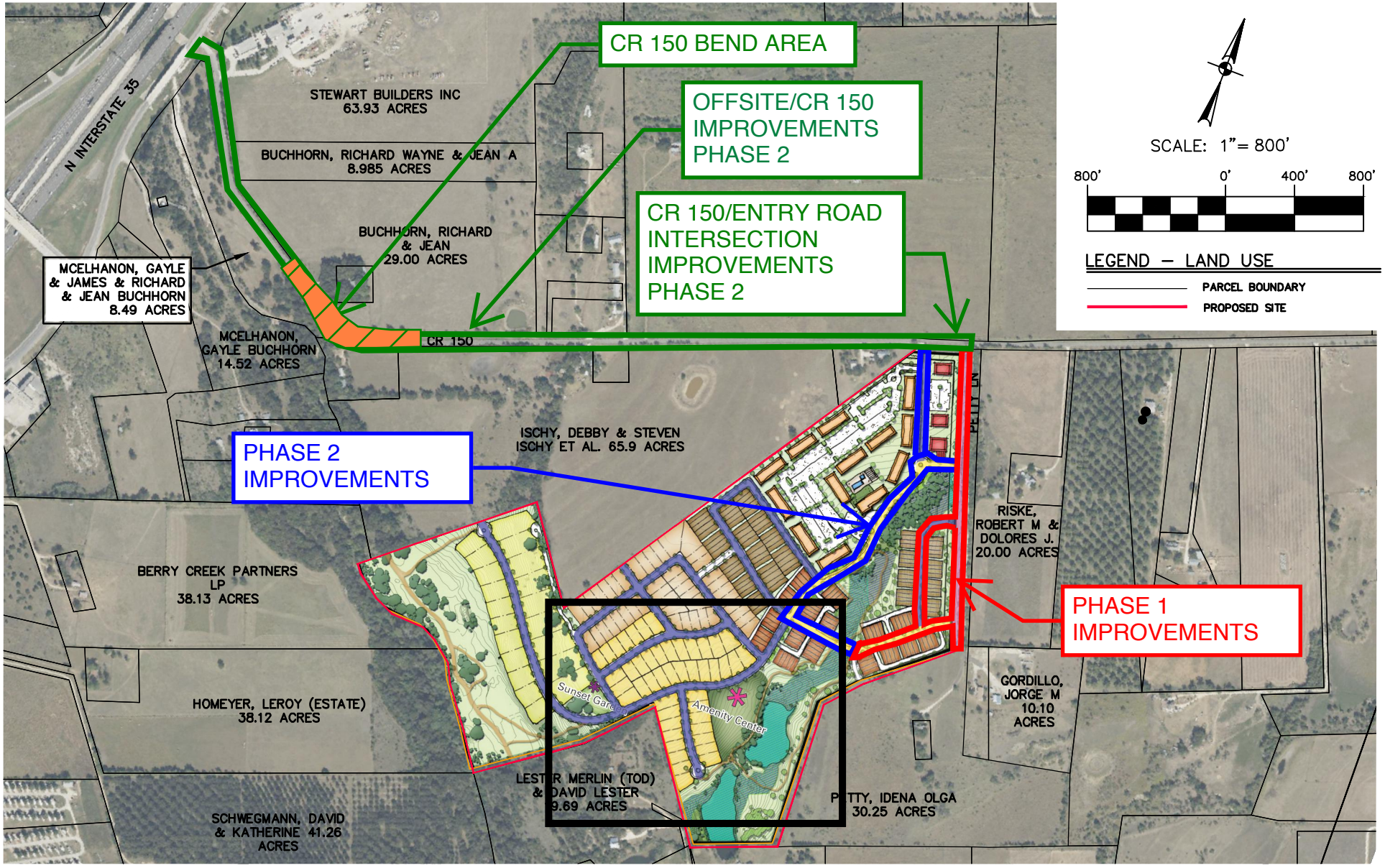
TBG
2001 Bryan St.
Suite 1450
Dallas, Texas 75201

[214] 744 0757
tbgpartners.com

The information shown is based on the best information available and is subject to change without notice.

0 100' 200' 400'

EXHIBIT “D”
Conceptual Transportation Plan



JOB NO. 51421-00
DATE JUNE 2025
DESIGNER OH
CHECKED SC DRAWN OH
SHEET 1 of 3

MCCARTY TRACT

WILLIAMSON COUNTY, TEXAS

Conceptual Transportation Plan

PAPE-DAWSON ENGINEERS
AUSTIN I SAN ANTONIO I HOUSTON I FORT WORTH I DALLAS
10801 N MOPAC EXPY, BLDG 3, STE 200 I AUSTIN, TX 78759 I 512.454.8711
TEXAS ENGINEERING FIRM #470 I TEXAS SURVEYING FIRM #10028801

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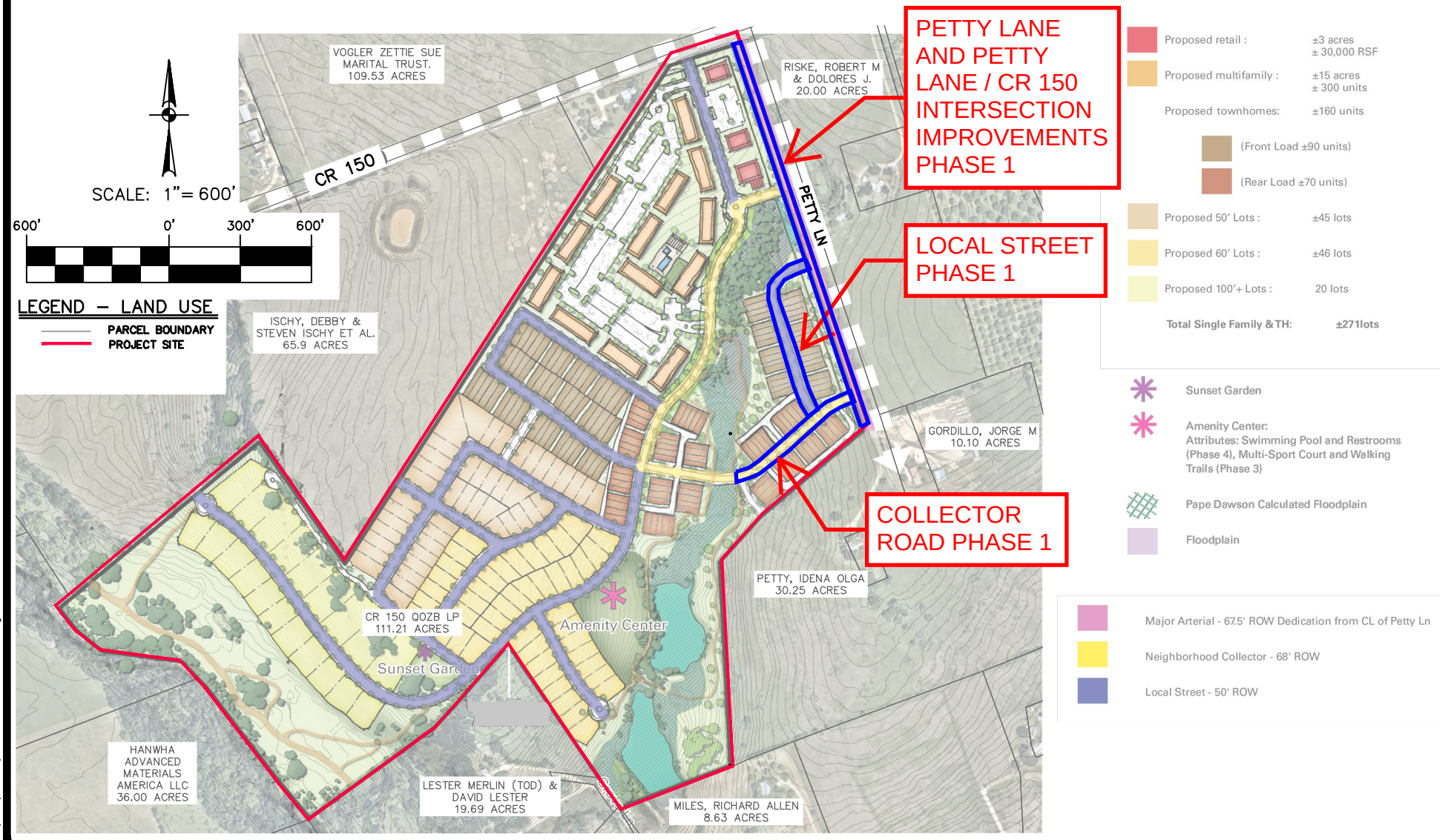

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DATE JULY 2025
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SHEET 2 of 3

MCCARTY TRACT

WILLIAMSON COUNTY, TEXAS

Conceptual Transportation Plan Phase 1

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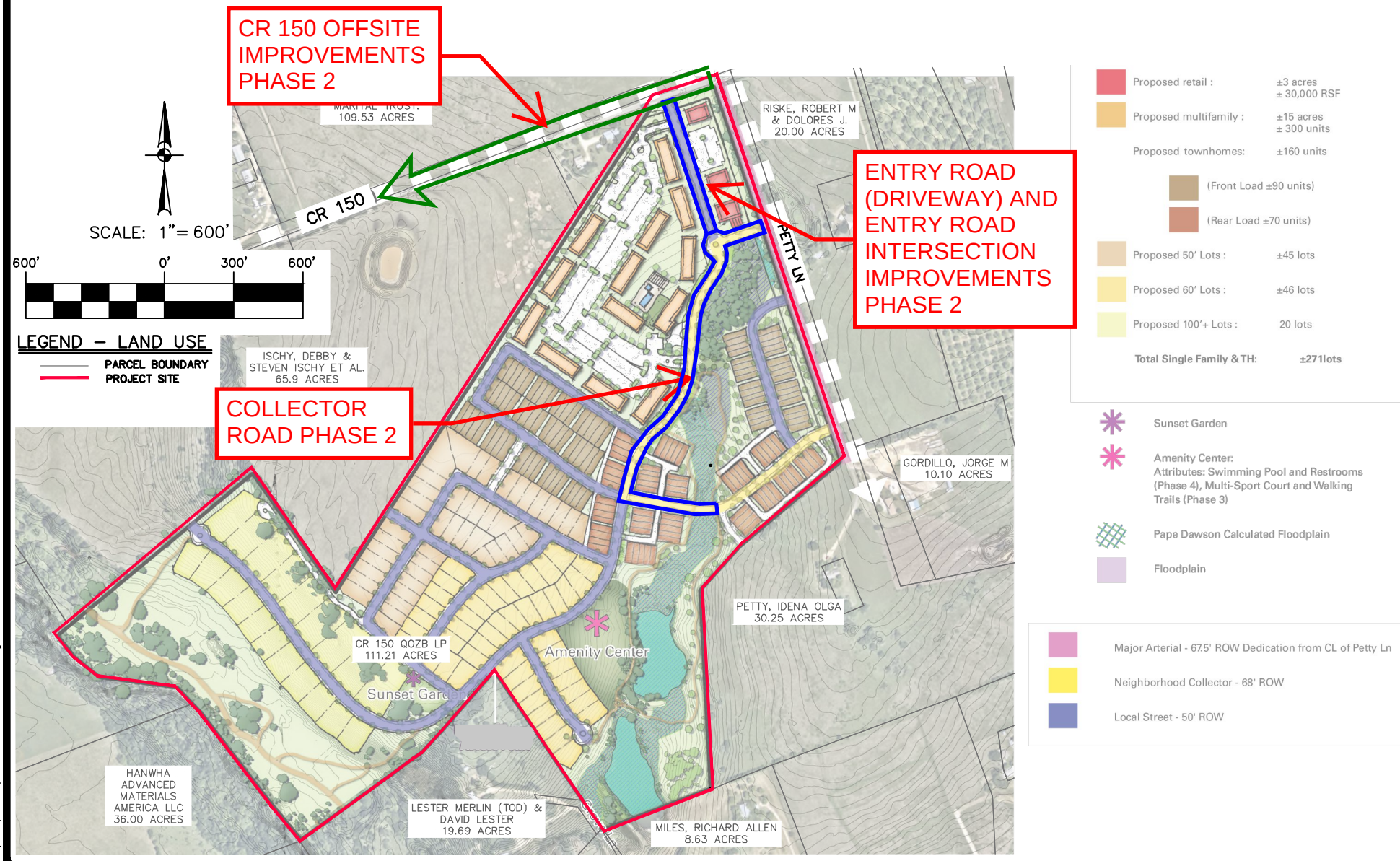

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MCCARTY TRACT

WILLIAMSON COUNTY, TEXAS

Conceptual Transportation Plan Phase 2

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TEXAS ENGINEERING FIRM #470 I TEXAS SURVEYING FIRM #10028801

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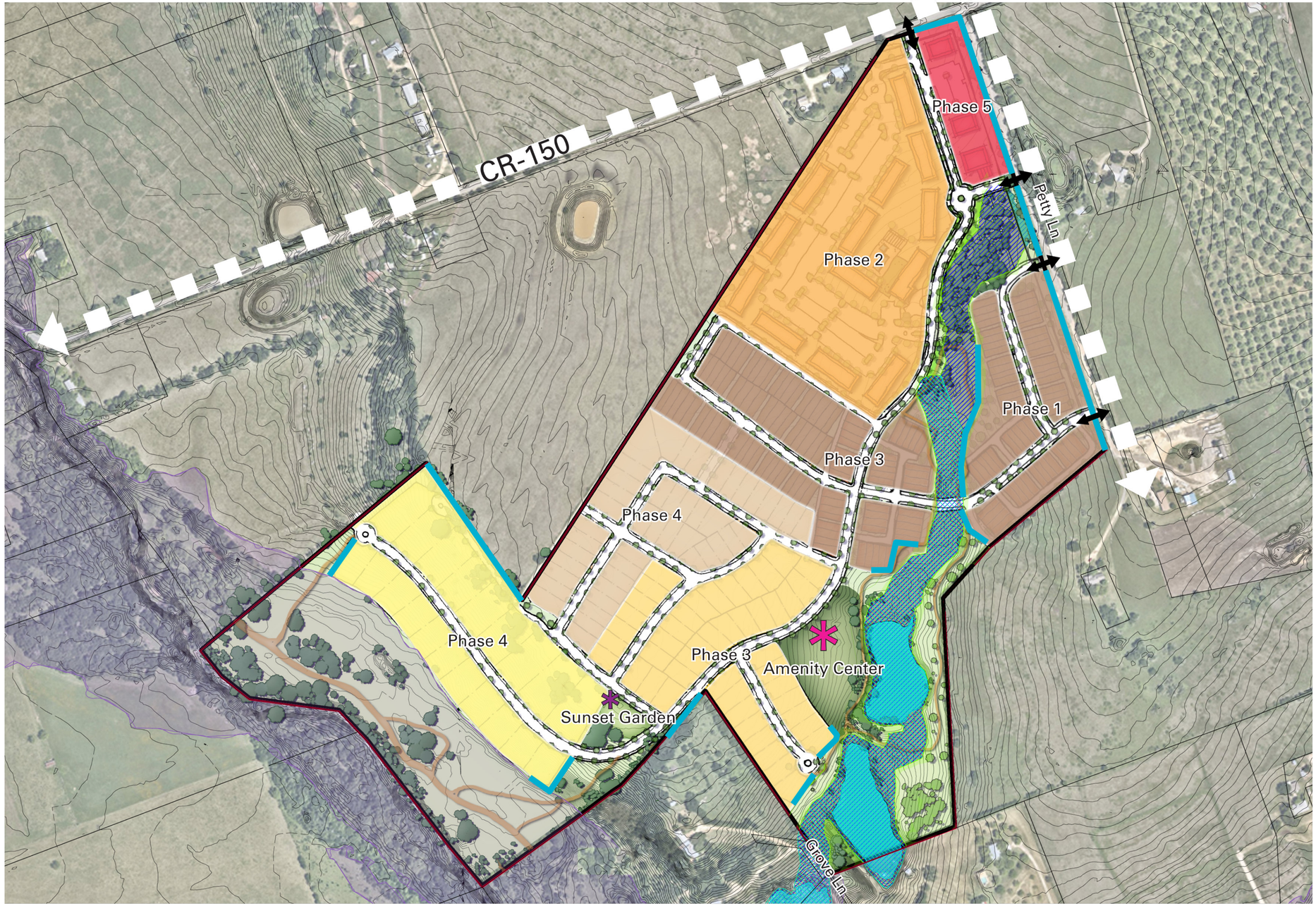
EXHIBIT "E"
Conceptual HOA Wall and Fencing Plan



Legend

	Proposed retail :	±3 acres ± 30,000 RSF
	Proposed multifamily :	±15 acres ± 300 units
	Proposed townhomes:	±160 units
	(Front Load ±90 units)	
	(Rear Load ±70 units)	
	Proposed 50′ Lots :	±45 lots
	Proposed 60′ Lots :	±46 lots
	Proposed 100′+ Lots :	20 lots
	Total Single Family & TH:	**±271lots**

- Sunset Garden
- Amenity Center:
  Attributes: Swimming Pool and Restrooms (Phase 4), Multi-Sport Court and Walking Trails (Phase 3)
- Pape Dawson Calculated Floodplain
- Floodplain
- HOA Walls and Fencing
  (fence locations are conceptual and subject to Section 10.11 and Definitions within the agreement)

TBG

Serenity Ranch

Conceptual HOA Wall and Fencing Plan

Georgetown, Texas
Sep 2025

TBG
2001 Bryan St.
Suite 1450
Dallas, Texas 75201

[214] 744 0757
tbgpartners.com

The information shown is based on the best information available and is subject to change without notice.

0 100′ 200′ 400′

EXHIBIT "F"
Conceptual Wastewater Plan

SCALE: 1"= 600'

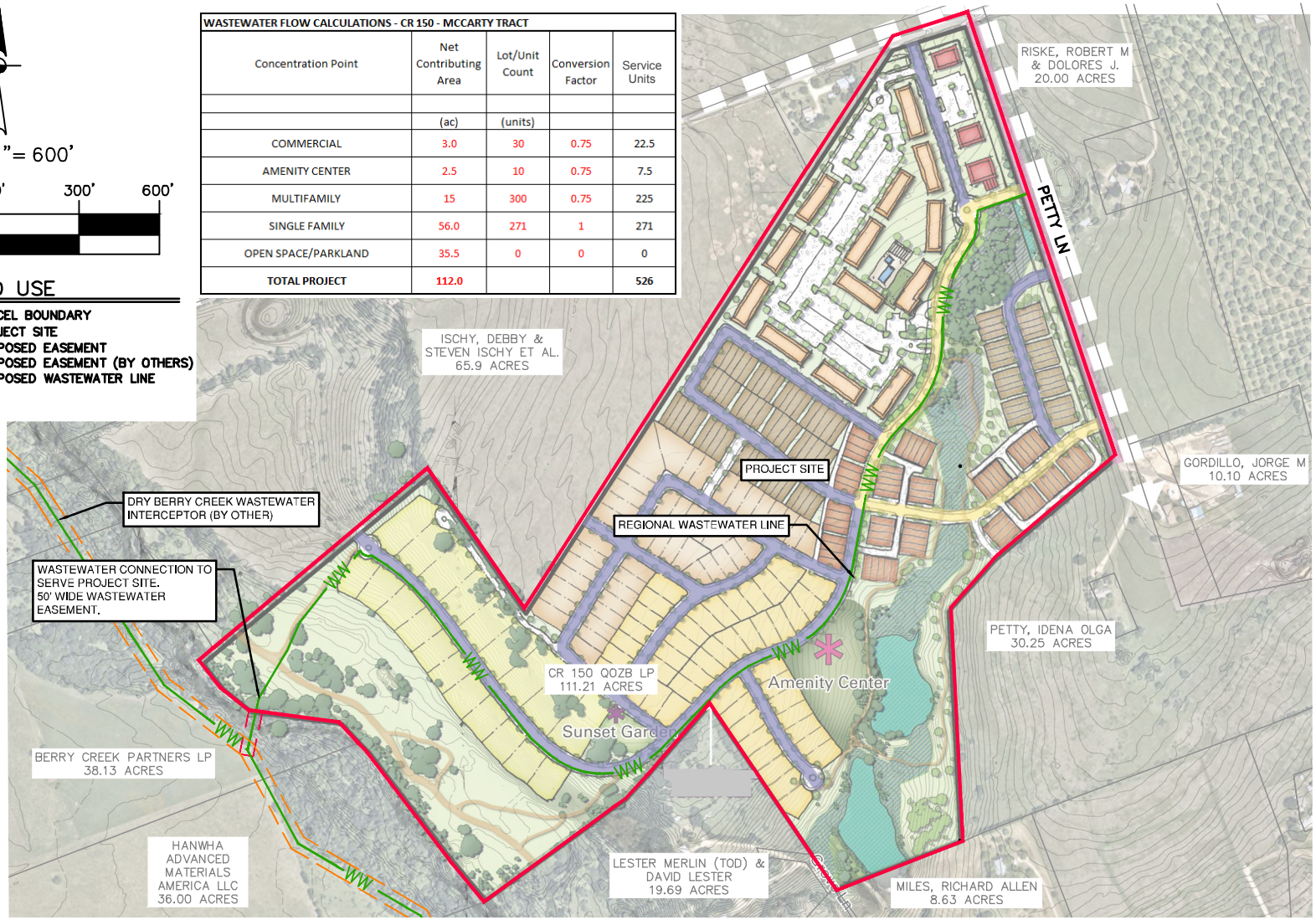
600' 0' 300' 600'

LEGEND – LAND USE

- PARCEL BOUNDARY
- PROJECT SITE
- PROPOSED EASEMENT
- PROPOSED EASEMENT (BY OTHERS)
- WW — PROPOSED WASTEWATER LINE

WASTEWATER FLOW CALCULATIONS - CR 150 - MCCARTY TRACT

Concentration Point	Net Contributing Area	Lot/Unit Count	Conversion Factor	Service Units
	(ac)	(units)		
COMMERCIAL	3.0	30	0.75	22.5
AMENITY CENTER	2.5	10	0.75	7.5
MULTIFAMILY	15	300	0.75	225
SINGLE FAMILY	56.0	271	1	271
OPEN SPACE/PARKLAND	35.5	0	0	0
TOTAL PROJECT	**112.0**			**526**



JOB NO. 51421-00
DATE JUNE 2025
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MCCARTY TRACT

WILLIAMSON COUNTY, TEXAS

Conceptual Wastewater Plan

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10801 N MOPAC EXPY, BLDG 3, STE 200 I AUSTIN, TX 78759 I 512.454.8711
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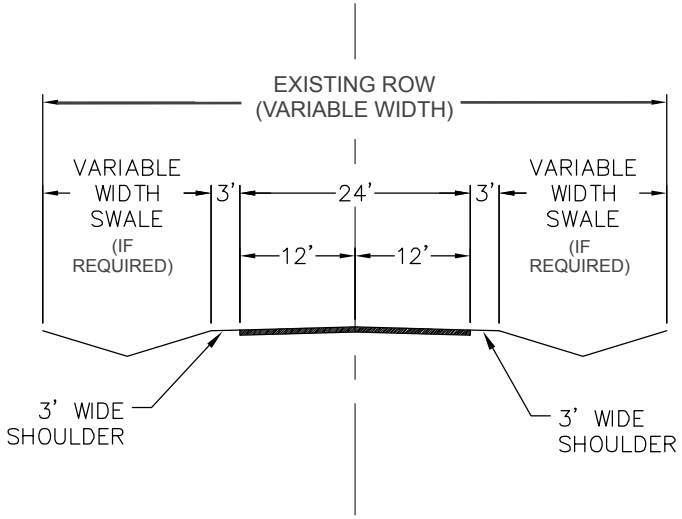
EXHIBIT “G”
County Road 150 Cross Section



COUNTY ROAD 150
PROPOSED CROSS SECTION
(NOT TO SCALE)

JOB NO. 51421-00
DATE June 23, 2025
DESIGNER WT
CHECKED SC DRAWN WT
SHEET 1 of 1

MCCARTY TRACT

WILLIAMSON COUNTY, TEXAS

County Road 150 Cross Section

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10801 N MOPAC EXPY, BLDG 3, STE 200 I AUSTIN, TX 78759 I 512.454.8711
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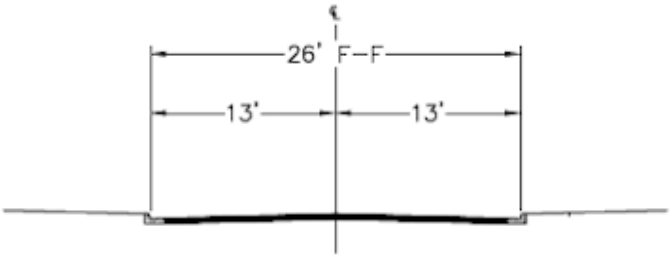
EXHIBIT “H”
County Road 150 Driveway Cross Section



COUNTY ROAD 150 DRIVEWAY
PROPOSED CROSS SECTION
1" = 20'

JOB NO. 51421-00
DATE September 2, 2025
DESIGNER WT
CHECKED SC DRAWN WT
SHEET 1 of 1

MCCARTY TRACT

WILLIAMSON COUNTY, TEXAS

County Road 150 Driveway Cross Section

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10801 N MOPAC EXPY, BLDG 3, STE 200 | AUSTIN, TX 78759 | 512.454.8711
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Sep 09, 2025, 8:31am User ID: WTuttle
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EXHIBIT "I"
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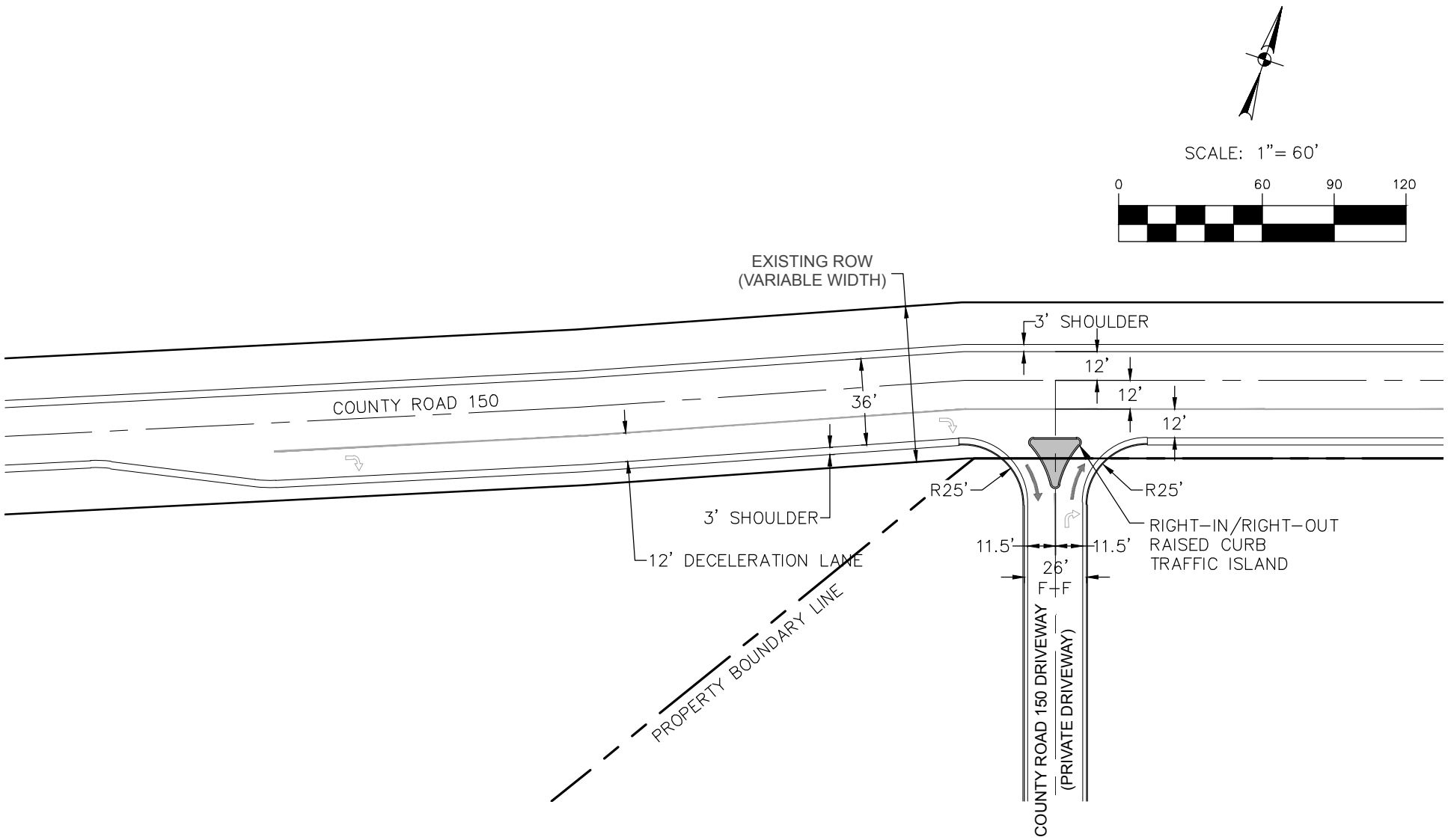

MCCARTY TRACT

WILLIAMSON COUNTY, TEXAS

County Road 150/County Road 150 Driveway Intersection Cross Section

JOB NO. 51421-00
DATE December 10, 2025
DESIGNER WT
CHECKED SC DRAWN WT
SHEET 1 of 1

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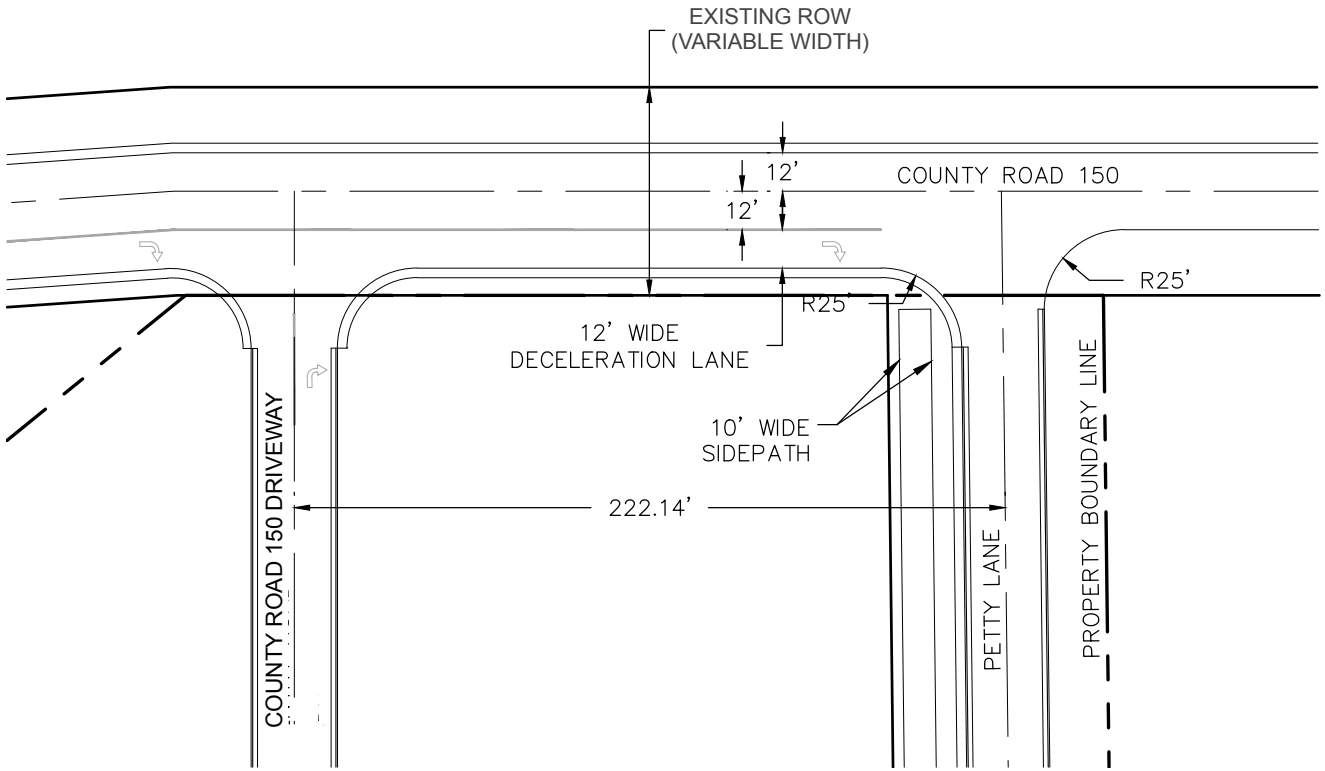
EXHIBIT "J"
County Road 150/Petty Lane Intersection Cross Section

1104





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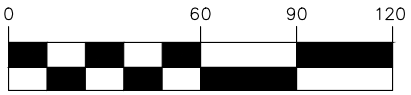

JOB NO. 51421-00
DATE September 2, 2025
DESIGNER WT
CHECKED SC DRAWN WT
SHEET 1 of 1

MCCARTY TRACT

WILLIAMSON COUNTY, TEXAS

County Road 150/Petty Lane Intersection Cross Section

PAPE-DAWSON ENGINEERS
AUSTIN I SAN ANTONIO I HOUSTON I FORT WORTH I DALLAS
10801 N MOPAC EXPY, BLDG 3, STE 200 I AUSTIN, TX 78759 I 512.454.8711
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Exhibit K
Serenity Ranch MUD
Development Area Standards

Commercial Development Area Standards:

1. A minimum of three (3) acres out of the Land must be Developed and used for Commercial purposes only.
2. All Development in the Commercial Development Area must be developed to the City's C-1 Zoning Standards as if the area was located within the City limits, except that car wash and fuel sales uses are prohibited in the Commercial Development Area.

High-Density/Town Home Residential Development Area Standards

1. A maximum of 159 Lots (each having one (1) Town Home) may be constructed within the High-Density/Town Home Residential Development Area
2. A maximum of 90 Lots within the High-Density/Town Home Development Area may be front-loaded
3. A minimum of 69 Lots within the High-Density/Town Home Residential Development Area may be rear-loaded.
4. All Development in the High-Density/Town Home Residential Development Area must be developed in compliance with the City's TH Zoning Standards, as if the area was located within the city limits.
5. For clarity, each Town Home must be located on an individual Lot. This means that there cannot be more than one Town Home per Lot. Developer agrees that its plat applications for the High-Density/Town Home Residential Development Area(s) shall have lot lines (and other demarcations) clearly showing that there is only one Town Home located on each Lot.

Multi-Family Residential Development Area Standards

1. A maximum of 15 acres out of the Land may be Developed and used for Multi-Family Residential purposes only.
2. A maximum of 300 Dwelling Units (apartment units) may be constructed in the Multi-Family Residential Development Area.
3. All Development in the Multi-Family Residential Development Area must be developed to the City's MF-2 Zoning Standards, as if the area was located within the city limits.
4. All Multi-Family Structures must be constructed up to and abutting the street edge, and all parking for residents and guests must be placed behind the Multi-Family Structures. Parking lots located in front of a Multi-Family Structure are prohibited.
5. CONSTRUCTION SEQUENCING LIMITATION: No Site Development Plan will be approved by the City for any Development in the Multi-Family Residential

Development Area until all Lots shown on the Final Plat(s) for the High Density/Town Home Development Area have completed Structures thereon for which the City has approved a final inspection.

Medium-Density Residential Development Area Standards

1. A maximum of 31 acres out of the Land may be Developed and must be used for Medium-Density Single Family Residential purposes only
2. A minimum of 91 Lots may be constructed within the Medium-Density Residential Development Area
3. A minimum of 45 Lots within the Medium-Density Residential Development Area must have Lot widths of forty-five feet (50')
4. A minimum of 46 Lots within the Medium-Density Residential Development Area must have Lot widths of forty feet (60').
5. All Development in the Medium-Density Residential Area must be developed to the City's RS Zoning Standards, as if the areas were located within the City limits.

Low-Density Residential Development Area Standards

1. A maximum of 25 acres out of the Land may be Developed and must be used for Low Density Single Family Residential purposes only
2. A minimum of 20 Lots may be constructed within the Low-Density Residential Development Area
3. All Lots within the Low-Density Residential Area must have a minimum Lot width of one hundred feet (100').
4. All Development in the Low-Density Residential Area must be developed to the City's RS Zoning Standards, as if the area was located within the City limits.

Serenity Ranch Municipal Utility District

Finance Plan -ETJ MUD $0.95 Total Tax Rate

October 3, 2024

Executive Summary

Land Use - TBD		
Type of Development	**Acreage**	**#Lots/Sq. Ft.**
Single Family	30.60	111
Multi-Family	14.90	300
Townhomes	16.10	151
Retail	3.00	28,000
Amenity Center	2.90	
Streets/ROW/Parks	44.50	
Total	112.00	

Taxing Entity	**2023 Rate**
Williamson Co.	0.33312
Williamson Co. RM/RD	0.04433
Williamson Co. ESD No. 8	0.09407
Georgetown ISD	1.04670
City of Georgetown	-
The District	0.95000
Total	2.46822

Construction Costs - Provided by Engineer	
Developer Contribution Items	
Water/Wastewater	$ 3,352,200
Drainage	5,311,075
Streets	5,774,225
Engineering (15%)	2,165,625
Contingencies (10%)	1,660,313
subtotal	**$ 18,263,438**
Impact Fees	
Water ($5,000/lot) Jonah SUD	$ 1,310,000
Wastewater ($6,129/lot) City of Georgetown	1,605,798
subtotal	**$ 2,915,798**
Total Construction Costs	**$ 21,179,236**
Other	
Creation & Organization	150,000
Developer Interest (2 yrs @ 4.50%)	1,906,131
Market Escalation/Inflation	5,218,208
Total Estimated Costs	**$ 28,453,575**

Projected Assessed Valuation

	Acreage	House	Lot	Total	Number of Lots	Value
Townhomes	16.10	$ 316,600	$ 55,871	$ 372,470	151	$ 56,242,970
Detached Homes 50'	12.41	398,157	70,263	468,420	45	21,078,900
Detached Homes 60'	12.68	500,565	88,335	588,900	46	27,089,400
Detached Homes 100'	5.51	786,267	138,753	925,020	20	18,500,400
Total	**46.70**				**262**	**$ 122,911,670**

	$ 122,911,670	Single-Family
	62,286,000	Multi-Family ($207,620k/Unit)
	13,160,000	Retail ($470/Square Foot)
	27,396,970	Inflation (3% annual escalation of home prices & annual increase of existing improvements)
Projected Ultimate Assessed Value	**$ 225,754,640**	

Bond Issues

Year	**Bond Issue Size**	**Developer Reimbursement**	**Plus Surplus Funds**	**Total Reimbursement**
2027	$ 5,600,000	$ 4,515,400	$ -	$ 4,515,400
2028	9,200,000	7,472,800	-	7,472,800
2029	8,000,000	6,487,000	-	6,487,000
2030	-	-	-	-
2031	12,250,000	9,978,375	-	9,978,375
	$ 35,050,000	**$ 28,453,575**	**$ -**	**$ 28,453,575**

Taxes

	2026	**2027**	**2028**	**2029**	**2030**
Debt Service	$ -	$ 0.2585	$ 0.4655	$ 0.6960	$ 0.6960
Maintenance & Operation	0.9500	0.6915	0.4845	0.2540	0.2540
Total	**$ 0.9500**	**$ 0.9500**	**$ 0.9500**	**$ 0.9500**	**$ 0.9500**

	2031	**2032**	**2033**	**2034**	**2035**
Debt Service	$ 0.9310	$ 0.9310	$ 0.9310	$ 0.9310	$ 0.9310
Maintenance & Operation	0.0190	0.0190	0.0190	0.0190	0.0190
Total	**$ 0.9500**	**$ 0.9500**	**$ 0.9500**	**$ 0.9500**	**$ 0.9500**

Public Finance Group has prepared the following analysis utilizing the Developer's existing Land Plan as well as estimated costs, values and lot absorptions as provided by the Developer, and Public Finance Group makes no assurances that the property within the District will be developed in the manner herein described.

Serenity Ranch Municipal Utility District

Land Development Schedule

Lots to be Developed	2025	2026	2027	2028	2029	2030	2031	Total
Townhomes	151	0	0	0	0	0	0	151
Detached Homes 50'	0	45	0	0	0	0	0	45
Detached Homes 60'	0	46	0	0	0	0	0	46
Detached Homes 100'	0	20	0	0	0	0	0	20
Total Lots Developed	**151**	**111**	**0**	**0**	**0**	**0**	**0**	**262**

Homes Constructed	2025	2026	2027	2028	2029	2030	2031	Total
Townhomes	0	30	30	30	30	30	1	151
Detached Homes 50'	0	45	0	0	0	0	0	45
Detached Homes 60'	0	36	10	0	0	0	0	46
Detached Homes 100'	0	9	9	2	0	0	0	20
Total Homes Constructed	**0**	**120**	**49**	**32**	**30**	**30**	**1**	**262**

Multi-Family			Retail		
Year	**Units**	**Acres**	**Year**	**Sq. Ft**	**Acres**
2027	260	14.90	2031	28,000	3.00
2028	40	-	2032	-	-
Total	300	14.90	Total	28,000	3.00

Serenity Ranch Municipal Utility District

PROJECTED ULTIMATE ASSESSED VALUATION

(Incudes 3% Market Esclation of Home Prices and Annual Inflation of Existing Improvements)

Projected	**2025**	**Assessed Valuation**			**64.60**	acres @	$	18,000	/acre	**$**	**1,162,800**
	Cumulative										
0	houses	Plus:	0	Houses	@	307,377	/House	Townhomes	$ -		
0			0	Houses	@	386,563	/House	Detached Homes 50'	-		
0			0	Houses	@	485,988	/House	Detached Homes 60'	-		
0			0	Houses	@	763,368	/House	Detached Homes 100'	-		
0			0								-
151	lots	Plus:	151	Lots	@	54,243	/Lot	Townhomes	8,190,693		
0	lots		0	Lots	@	68,217	/Lot	Detached Homes 50'	-		
0	lots		0	Lots	@	85,763	/Lot	Detached Homes 60'	-		
0	lots		0	Lots	@	134,712	/Lot	Detached Homes 100'	-		
151			151								8,190,693
16.10		Less:	16.10	Acres	@	18,000	/Acre				(289,800)
0		Plus:	0	Retail	@	410	/Sq. Ft				-
0		Plus:	0	Apartments	@	195,700	/Apt				-
Projected	**2026**	**Assessed Valuation**								**$**	**9,063,693**
	Cumulative										
30	houses	Plus:	30	Houses	@	316,600	/House	Townhomes	$ 9,497,985		
45			45	Houses	@	398,157	/House	Detached Homes 50'	17,917,065		
36			36	Houses	@	500,565	/House	Detached Homes 60'	18,020,340		
9			9	Houses	@	786,267	/House	Detached Homes 100'	7,076,403		
120			120								52,511,793
151	lots	Plus:	0	Lots	@	55,871	/Lot	Townhomes	-		
45	lots		45	Lots	@	70,263	/Lot	Detached Homes 50'	3,161,835		
46	lots		46	Lots	@	88,335	/Lot	Detached Homes 60'	4,063,410		
20	lots		20	Lots	@	138,753	/Lot	Detached Homes 100'	2,775,060		
262			111								10,000,305
46.70		Less:	30.60	Acres	@	18,000	/Acre				(550,800)
0		Plus:	0	Retail	@	420	/Sq. Ft				-
0		Plus:	0	Apartments	@	201,570	/Apt				-
				Plus:		Annual Inflation of Existing Improvements			3.00%		271,974
Projected	**2027**	**Assessed Valuation**								**$**	**71,296,965**
	Cumulative										
60	houses	Plus:	30	Houses	@	326,094	/House	Townhomes	$ 9,782,820		
45			0	Houses	@	410,100	/House	Detached Homes 50'	-		
46			10	Houses	@	515,585	/House	Detached Homes 60'	5,155,845		
18			9	Houses	@	809,855	/House	Detached Homes 100'	7,288,691		
169			49								22,227,356
151	lots	Plus:	0	Lots	@	57,546	/Lot	Townhomes	-		
45	lots		0	Lots	@	72,371	/Lot	Detached Homes 50'	-		
46	lots		0	Lots	@	90,986	/Lot	Detached Homes 60'	-		
20	lots		0	Lots	@	142,916	/Lot	Detached Homes 100'	-		
262			0								-

61.60		Less:	14.90	Acres	@	18,000	/Acre			(268,200)
0		Plus:	0	Retail	@	430	/Sq. Ft			-
260		Plus:	260	Apartments	@	207,620	/Apt			53,981,200
					Plus:	Annual Inflation of Existing Improvements			3.00%	2,139,410

Projected 2028 Assessed Valuation **$ 149,376,730**

Cumulative										
90	houses	Plus:	30	Houses	@	335,878	/House	Townhomes	$ 10,076,325	
45			0	Houses	@	422,399	/House	Detached Homes 50'	-	
46			0	Houses	@	531,055	/House	Detached Homes 60'	-	
20			2	Houses	@	834,148	/House	Detached Homes 100'	1,668,295	
201			32							11,744,620
151	lots	Plus:	0	Lots	@	59,273	/Lot	Townhomes	-	
45	lots		0	Lots	@	74,541	/Lot	Detached Homes 50'	-	
46	lots		0	Lots	@	93,716	/Lot	Detached Homes 60'	-	
20	lots		0	Lots	@	147,203	/Lot	Detached Homes 100'	-	
262			0							-
61.60		Less:	0.00	Acres	@	18,000	/Acre			-
0		Plus:	0	Retail	@	440	/Sq. Ft			-
300		Plus:	40	Apartments	@	213,850	/Apt			8,554,000
					Plus:	Annual Inflation of Existing Improvements			3.00%	4,482,351

Projected 2029 Assessed Valuation **$ 174,157,701**

Cumulative										
120	houses	Plus:	30	Houses	@	345,950	/House	Townhomes	$ 10,378,500	
45			0	Houses	@	435,073	/House	Detached Homes 50'	-	
46			0	Houses	@	546,984	/House	Detached Homes 60'	-	
20			0	Houses	@	859,172	/House	Detached Homes 100'	-	
231			30							10,378,500
151	lots	Plus:	0	Lots	@	61,050	/Lot	Townhomes	-	
45	lots		0	Lots	@	76,778	/Lot	Detached Homes 50'	-	
46	lots		0	Lots	@	96,527	/Lot	Detached Homes 60'	-	
20	lots		0	Lots	@	151,619	/Lot	Detached Homes 100'	-	
262			0							-
61.60		Less:	0.00	Acres	@	18,000	/Acre			-
0		Plus:	0	Retail	@	450	/Sq. Ft			-
300		Plus:	0	Apartments	@	220,270	/Apt			-
					Plus:	Annual Inflation of Existing Improvements			3.00%	5,225,954

Projected 2030 Assessed Valuation **$ 189,762,155**

Cumulative										
150	houses	Plus:	30	Houses	@	356,329	/House	Townhomes	$ 10,689,855	
45			0	Houses	@	448,129	/House	Detached Homes 50'	-	
46			0	Houses	@	563,397	/House	Detached Homes 60'	-	
20			0	Houses	@	884,944	/House	Detached Homes 100'	-	
261			30							10,689,855
151	lots	Plus:	0	Lots	@	62,882	/Lot	Townhomes	-	
45	lots		0	Lots	@	79,082	/Lot	Detached Homes 50'	-	
46	lots		0	Lots	@	99,423	/Lot	Detached Homes 60'	-	
20	lots		0	Lots	@	156,167	/Lot	Detached Homes 100'	-	
262			0							-

61.60		Less:	0.00	Acres	@	18,000	/Acre				-
0		Plus:	0	Retail	@	460	/Sq. Ft				-
300		Plus:	0	Apartments	@	226,880	/Apt				-
					Plus:	Annual Inflation of Existing Improvements			3.00%		5,694,197
Projected	**2031**	**Assessed Valuation**								**$**	**206,146,207**
	Cumulative										
151	houses	Plus:	1	Houses	@	316,600	/House	Townhomes	$ 316,600		
45			0	Houses	@	398,157	/House	Detached Homes 50'	-		
46			0	Houses	@	500,565	/House	Detached Homes 60'	-		
20			0	Houses	@	786,267	/House	Detached Homes 100'	-		
262			1								316,600
151	lots	Plus:	0	Lots	@	55,871	/Lot	Townhomes	-		
45	lots		0	Lots	@	70,263	/Lot	Detached Homes 50'	-		
46	lots		0	Lots	@	88,335	/Lot	Detached Homes 60'	-		
20	lots		0	Lots	@	138,753	/Lot	Detached Homes 100'	-		
262			0								-
64.60		Less:	3.00	Acres	@	18,000	/Acre				(54,000)
28,000		Plus:	28,000	Retail	@	470	/Sq. Ft				13,160,000
300		Plus:	0	Apartments	@	233,690	/Apt				-
					Plus:	Annual Inflation of Existing Improvements			3.00%		6,185,834
Projected	**2032**	**Assessed Valuation**								**$**	**225,754,640**

Serenity Ranch Municipal Utility District

Summary of Costs

October 3, 2024

Construction Costs	Estimated Costs	2027	2028	2029	2030	2031	Total
Constructions Costs, Developer Interest and Creation Costs	$ 28,453,575	$ 4,515,400	$ 7,472,800	$ 6,487,000	$ -	$ 9,978,375	**$ 28,453,575**
subtotal	**28,453,575**	**4,515,400**	**7,472,800**	**6,487,000**	**-**	**9,978,375**	**28,453,575**
Park and Recreational Facilities	-	-	-	-	-	-	-
Total Construction Costs	**$ 28,453,575**	**$ 4,515,400**	**$ 7,472,800**	**$ 6,487,000**	**$ -**	**$ 9,978,375**	**$ 28,453,575**
							-
Nonconstruction Costs							-
							-
Legal Fees (3.00%)		$ 168,000	$ 276,000	$ 240,000	$ -	$ 367,500	**$ 1,051,500**
Financial Advisory Fees (2.50%)		140,000	230,000	200,000	-	306,250	**876,250**
Capitalized Interest (2 years @ 4.50%)		504,000	828,000	720,000	-	1,102,500	**3,154,500**
Bond Discount (3.00%)		168,000	276,000	240,000	-	367,500	**1,051,500**
TCEQ Issuance Fee (0.25%)		14,000	23,000	20,000	-	30,625	**87,625**
Administration and Organization		40,000	40,000	40,000	-	40,000	**160,000**
Attorney General Fee (0.10%)		5,600	9,200	8,000	-	12,250	**35,050**
Contingency		-	-	-	-	-	-
Bond Application Report Costs		45,000	45,000	45,000	-	45,000	**180,000**
Total Nonconstruction Costs		$ 1,084,600	$ 1,727,200	$ 1,513,000	$ -	$ 2,271,625	**$ 6,596,425**
Total Bond Issue Requirement		**$ 5,600,000**	**$ 9,200,000**	**$ 8,000,000**	**$ -**	**$ 12,250,000**	**$ 35,050,000**

Projected Assessed Valuation	$ 71,296,965	$ 149,376,730	$ 174,157,701	$ 189,762,155	$ 206,146,207
1-Sep	129,856,789 #	167,962,458	185,861,041	202,050,194	220,852,532
Cumulative Debt Outstanding	$ 5,600,000	$ 14,800,000	$ 22,800,000	$ 22,800,000	$ 35,050,000
% of Cumulative Debt to Assessed Valuation	7.85%	9.91%	13.09%	12.02%	17.00%
1-Sep	4.31%	8.81%	12.27%	11.28%	15.87%

Serenity Ranch Municipal Utility District

PROJECTION OF INCOME AND EXPENSE - GENERAL FUND

ETJ MUD - $0.95 Total Tax Rate

	Estimated[a]										
	9/30/2025	9/30/2026	9/30/2027	9/30/2028	9/30/2029	9/30/2030	9/30/2031	9/30/2032	9/30/2033	9/30/2034	9/30/2035
Revenues											
Property Tax	$ -	$ 10,991	$ 85,675	$ 490,553	$ 720,112	$ 440,149	$ 479,586	$ 38,972	$ 42,679	$ 42,679	$ 42,679
Connection Fees	-	90,000	36,750	24,000	22,500	22,500	-	-	-	-	-
Interest	-	698	2,437	3,617	22,217	51,904	70,066	89,787	90,297	90,947	91,369
Miscellaneous	-	-	-	-	-	-	-	-	-	-	-
Developer Contribution	100,000	35,000	-								
Total Revenues	**$ 100,000**	**$ 136,689**	**$ 124,861**	**$ 518,170**	**$ 764,828**	**$ 514,553**	**$ 549,652**	**$ 128,759**	**$ 132,976**	**$ 133,626**	**$ 134,048**
Expenditures											
Audit Fees	$ -	$ 8,500	$ 9,000	$ 10,000	$ 10,000	$ 10,500	$ 10,500	$ 11,000	$ 11,500	$ 11,500	$ 11,500
Legal Fees	35,000	36,050	37,132	38,245	39,393	40,575	41,792	43,046	44,337	45,667	47,037
Bookkeeping Fees	15,000	15,450	15,914	16,391	16,883	17,389	17,911	18,448	19,002	19,572	20,159
Engineering Fees	8,000	8,240	8,487	8,742	9,004	9,274	9,552	9,839	10,134	10,438	10,751
Director Fees, including Payroll Taxes	9,000	9,270	9,548	9,835	10,130	10,433	10,746	11,069	11,401	11,743	12,095
Tax appraisal/collection Fees	1,500	1,545	1,591	1,639	1,688	1,739	1,791	1,845	1,900	1,957	2,016
Other Consulting Fees	1,000	1,030	1,061	1,093	1,126	1,159	1,194	1,230	1,267	1,305	1,344
Insurance	1,200	1,236	1,273	1,311	1,351	1,391	1,433	1,476	1,520	1,566	1,613
Utlities	4,000	4,120	4,244	4,371	4,502	4,637	4,776	4,919	5,067	5,219	5,376
Elections	-	2,500	-	2,500	-	2,500	-	2,500	-	2,500	-
Security Lights	4,000	4,120	4,244	4,371	4,502	4,637	4,776	4,919	5,067	5,219	5,376
Landscaping Maintenance	5,000	5,150	5,305	5,464	5,628	5,796	5,970	6,149	6,334	6,524	6,720
Bank Service Charges	500	515	530	546	563	580	597	615	633	652	672
Miscellaneous	300	309	318	328	338	348	358	369	380	391	403
Total Expenditures	**$ 84,500**	**$ 98,035**	**$ 98,646**	**$ 104,835**	**$ 105,105**	**$ 110,959**	**$ 111,397**	**$ 117,424**	**$ 118,542**	**$ 124,253**	**$ 125,061**
Net Revenues	**$ 15,500**	**$ 38,654**	**$ 26,215**	**$ 413,335**	**$ 659,723**	**$ 403,594**	**$ 438,254**	**$ 11,335**	**$ 14,434**	**$ 9,373**	**$ 8,987**
General Fund Balance, Beginning of Yr	**$ -**	**$ 15,500**	**$ 54,154**	**$ 80,369**	**$ 493,704**	**$ 1,153,427**	**$ 1,557,021**	**$ 1,995,275**	**$ 2,006,610**	**$ 2,021,045**	**$ 2,030,417**
Transfer In/Out			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
General Fund Balance, End of Yr	**$ 15,500**	**$ 54,154**	**$ 80,369**	**$ 493,704**	**$ 1,153,427**	**$ 1,557,021**	**$ 1,995,275**	**$ 2,006,610**	**$ 2,021,045**	**$ 2,030,417**	**$ 2,039,404**
24 month (2 year) reserve amount	$ 169,000	$ 196,070	$ 197,292	$ 209,671	$ 210,211	$ 221,917	$ 222,795	$ 234,849	$ 237,084	$ 248,507	$ 250,122
Projected Assessed Valuation [b]	**$ 1,162,800**	**$ 9,063,693**	**$ 71,296,965**	**$ 149,376,730**	**$ 174,157,701**	**$ 189,762,155**	**$ 206,146,207**	**$ 225,754,640**	**$ 225,754,640**	**$ 225,754,640**	**$ 225,754,640**
Estimated M & O Tax Revenues [c]	$ 10,991	$ 85,675	$ 490,553	$ 720,112	$ 440,149	$ 479,586	$ 38,972	$ 42,679	$ 42,679	$ 42,679	$ 42,679
PROJECTED TOTAL TAX RATE-											
Debt Service	$ -	$ -	$ 0.2585	$ 0.4655	$ 0.6960	$ 0.6960	$ 0.9310	$ 0.9310	$ 0.9310	$ 0.9310	$ 0.9310
Maintenance & Operation	0.9500	0.9500	0.6915	0.4845	0.2540	0.2540	0.0190	0.0190	0.0190	0.0190	0.0190
Total Projected Tax Rate	**$ 0.9500**	**$ 0.9500**	**$ 0.9500**	**$ 0.9500**	**$ 0.9500**	**$ 0.9500**	**$ 0.9500**	**$ 0.9500**	**$ 0.9500**	**$ 0.9500**	**$ 0.9500**

(a) Based on 3% annual increase in expenses; Interest Income calculated at 4.5%.

(b) Based upon growth as provided by the developer in the land plan.

(c) Based upon calculated maintenance & operation tax rate at 99% tax collection rate.

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Serenity Ranch Municipal Utility District

Projection of Income and Expenses - Debt Service Fund

Growth

$5,600,000 Unlimited Tax Bonds, Series 2027 — **$0 Unlimited Tax Bonds, Series 2030**

$9,200,000 Unlimited Tax Bonds, Series 2028 — **$12,250,000 Unlimited Tax Bonds, Series 2031**

$8,000,000 Unlimited Tax Bonds, Series 2029

prepared by Public Finance Group LLC

Year	Projected Assessed Valuation[a]	Tax Rate Per $100 A.V.	Tax Collections @ 100%	Investment Income @ 4.50%	Total Available for Debt	Projected Series 2027 @ 4.50%	Projected Series 2028 @ 4.50%	Projected Series 2029 @ 4.50%	Projected Series 2030 @ 4.50%	Projected Series 2031 @ 4.50%	Projected Total Debt	Cumulative Debt Fund Balance		Percentage of Subsequent Year's Debt
2026	$ 9,063,693	-										$ 504,000	(b)	-
2027	$ 71,296,965	$ 0.2585	$ -	$ 22,680	$ 526,680	$ -					$ -	1,354,680	(c)	645.44%
2028	149,376,730	0.4655	184,303	60,961	1,599,943	209,885	$ -				209,885	2,110,058	(d)	353.56%
2029	174,157,701	0.6960	695,349	94,953	2,900,360	252,000	344,811	$ -			596,811	2,303,549	(e)	155.56%
2030	189,762,155	0.6960	1,212,138	103,660	3,619,346	397,000	634,000	449,836	$ -		1,480,836	3,241,010	(f)	210.66%
2031	206,146,207	0.9310	1,320,745	145,845	4,707,600	396,148	634,100	508,250	-	$ -	1,538,498	3,169,103		138.32%
2032	225,754,640	0.9310	1,919,221	142,610	5,230,934	393,725	634,829	506,275	-	756,250	2,291,079	2,939,855		128.28%
2033	225,754,640	0.9310	2,101,776	132,293	5,173,924	396,750	632,950	505,004	-	757,025	2,291,729	2,882,195		125.86%
2034	225,754,640	0.9310	2,101,776	129,699	5,113,670	394,325	631,700	506,650	-	757,350	2,290,025	2,823,645		123.13%
2035	225,754,640	0.9310	2,101,776	127,064	5,052,484	397,269	635,000	503,775	-	757,225	2,293,269	2,759,216		120.52%
2036	225,754,640	0.9310	2,101,776	124,165	4,985,156	393,575	633,577	505,675	-	756,650	2,289,477	2,695,679		117.53%
2037	225,754,640	0.9310	2,101,776	121,306	4,918,760	395,250	634,800	507,966	-	755,625	2,293,641	2,625,119		114.38%
2038	225,754,640	0.9310	2,101,776	118,130	4,845,025	396,475	636,300	508,125	-	754,150	2,295,050	2,549,975		111.31%
2039	225,754,640	0.9310	2,101,776	114,749	4,766,499	392,749	632,125	508,675	-	757,225	2,290,774	2,475,725		107.90%
2040	225,754,640	0.9310	2,101,776	111,408	4,688,908	397,800	633,301	508,775	-	754,625	2,294,501	2,394,407		104.08%
2041	225,754,640	0.9310	2,101,776	107,748	4,603,931	397,675	637,200	509,160	-	756,575	2,300,610	2,303,321		100.21%
2042	225,754,640	0.9310	2,101,776	103,649	4,508,746	397,100	636,000	507,625	-	757,850	2,298,575	2,210,171		96.50%
2043	225,754,640	0.9310	2,101,776	99,458	4,411,404	396,462	634,125	506,375	-	753,450	2,290,411	2,120,993		92.62%
2044	225,754,640	0.9310	2,101,776	95,445	4,318,213	394,600	637,196	504,675	-	753,600	2,290,071	2,028,142		88.29%
2045	225,754,640	0.9310	2,101,776	91,266	4,221,184	397,675	633,125	508,135	-	758,075	2,297,010	1,924,175		84.01%
2046	225,754,640	0.9310	2,101,776	86,588	4,112,538	395,075	634,000	504,700	-	756,650	2,290,425	1,822,113		79.49%
2047	225,754,640	0.9310	2,101,776	81,995	4,005,884	397,277	633,975	506,425	-	754,550	2,292,227	1,713,657		74.47%
2048	225,754,640	0.9310	2,101,776	77,115	3,892,547	398,300	638,456	507,475	-	756,775	2,301,006	1,591,542		69.31%
2049	225,754,640	0.9310	2,101,776	71,619	3,764,937	393,900	636,000	508,310	-	758,100	2,296,310	1,468,627		64.04%
2050	225,754,640	0.9310	2,101,776	66,088	3,636,491	394,050	638,050	507,550	-	753,525	2,293,175	1,343,316		58.47%
2051	225,754,640	0.9310	2,101,776	60,449	3,505,541	398,617	638,975	506,575	-	753,275	2,297,442	1,208,099		52.46%
2052	225,754,640	0.9310	2,101,776	54,364	3,364,239	397,100	638,922	509,925	-	757,125	2,303,072	1,061,167		46.24%
2053	225,754,640	0.9310	2,101,776	47,752	3,210,695	-	637,450	902,655	-	754,850	2,294,955	915,739		39.85%
2054	225,754,640	0.9310	2,101,776	41,208	3,058,723	-	-	1,541,375	-	756,675	2,298,050	760,673		33.18%
2055	225,754,640	0.9310	2,101,776	34,230	2,896,679	-	-	-	-	2,292,375	2,292,375	604,304		26.59%
2056	225,754,640	0.9310	2,101,776	27,194	2,733,274	-	-	-	-	2,272,875	2,272,875	460,399		
			$ 55,774,371	**$ 2,695,691**		**$ 9,570,781**	**$ 15,590,967**	**$ 14,049,966**	**$ -**	**$ 21,952,450**	**$ 61,164,164**			

(a) Projected Assessed Valuations. Actual assessed valuations are provided by the appraisal districts.

(b) Capitalized Interest (2yrs @ 4.5%) included in Series 2027 bond proceeds	$ 504,000
(c) Includes Capitalized Interest (2yrs @ 4.5%) included in Series 2028 bond proceeds	$ 828,000
(d) Includes Capitalized Interest (2yrs @ 4.5%) included in Series 2029 bond proceeds	$ 720,000
(e) Includes Capitalized Interest (2yrs @ 4.5%) included in Series 2030 bond proceeds	$ -
(f) Includes Capitalized Interest (2yrs @ 4.5%) included in Series 2031 bond proceeds	$ 1,102,500

EXHIBIT M
Land Development Standard Checklist
Architectural and Masonry Standards

INSTRUCTIONS: Builder to complete and submit to the City of Georgetown, Texas:

Initial Submittal to Inspections - with application for Building Plans
Resubmittal to Inspections - with application for Building Permit.

COMPLIANCE CHECKLIST

ARCHITECTURAL STANDARDS FOR SINGLE-FAMILY RESIDENTIAL:

PART A: RESIDENCE ADDRESS – to be completed by Builder Representative

Lot: _____ **Block:**_____ **Phase:** _____ **Street Address**: _____

I, _____ printed name of authorized Builder Representative making the representations and certifications] ("Builder Representative"), being an authorized agent of _____ [*Builder company name*] ("Builder"), hereby certify that the residential structure located at the address shown above has been constructed by Builder in compliance with the Serenity Ranch Utility District Architectural Standards as set forth in that certain CONSENT AGREEMENT BETWEEN THE CITY OF CR 150 QOZB, L.P. dated to be effective on _____ and recorded in the Official Public Records of Williamson County, Texas as Document No. _____

_____
Signature of Authorized Builder Representative

PART B: COMPLIANCE CHECKLIST – to be completed by Builder Representative

IMPORTANT:

- The following Compliance Checklist must bear the signature of the Builder Representative for each element listed. Submittal of an incomplete Compliance Checklist will result in denial of issuance of a Building Permit, request for Final Inspection, and/or request for issuance of a Certificate of Occupancy.
- Signature of the Builder Representative shall constitute a representation, warranty, and certification by the Builder Representative that the residence is, or will be on construction, in compliance with the corresponding element on the Compliance Checklist.
- The City will not issue a Building Permit, schedule a Final Inspection, and/or issue a Certificate of Occupancy unless the City confirms that the residence is in compliance with all elements on the Compliance Checklist.

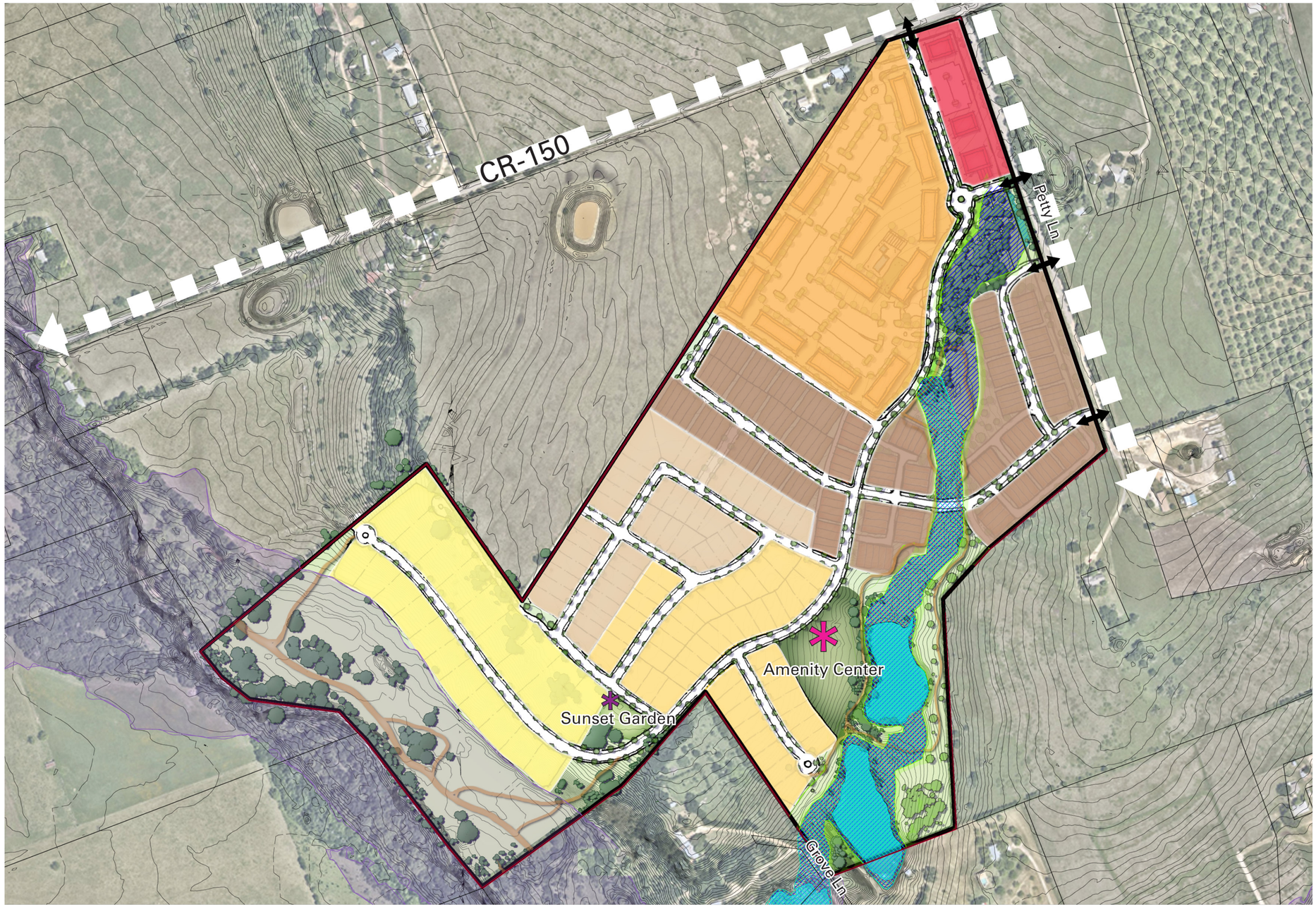
PART B1: COMPLIANCE CHECKLIST – EXTERIOR MATERIALS *

Exterior Material Treatment	Builder Representative Signature
At least 75% of the exterior surface area of all front elevations, all street facing elevations, and all elevations facing public/private parkland shall consist of brick, stone, or stucco (exclusive of windows, doors or any other openings);	
The side and rear elevations not facing a public right-of-way shall consist of at least 100% brick, stone or stucco on the first floor (exclusive of windows, doors or any other openings) and brick, stone or cement based siding on the second floor and;	
Street facing side of homes that back onto or are adjacent to arterial roads or residential collectors shall consist of 75% brick, stone or stucco on the street facing side (exclusive of windows, doors or any other openings).	

PART B2: COMPLIANCE CHECKLIST – FRONT ELEVATION FEATURES At minimum of two (2) of the following design options must be incorporated into front elevations and included on the architectural plans submitted for building permits.**

Front Elevation Features ** Roof overhang of 18" permitted within side setback.	Builder Representative Signature
Covered front porch or patio with a minimum size of sixty (60) square feet;	
A garage door recessed from the primary front facade a minimum of two feet (2'0") for garage doors that face the front street;	
Enhanced garage door materials (wood, ornamental metal, decorative door, window inserts and hardware, painted or stained to match house);	
Trellis (at least 18" deep) above the garage door;	
A combination of at least two roof types (e.g. hip and gable) or two (2) different roof planes of varying height and/or direction;	
Two (2) or more masonry finishes to compliment the architectural style of the home; or	
The addition of the one or more dormers on the front elevation to compliment the architectural style of the home.	

EXHIBIT "N"
Land Plan



Legend

	Proposed retail :	±3 acres ± 30,000 RSF
	Proposed multifamily :	±15 acres ± 300 units
	Proposed townhomes:	±160 units
	(Front Load ±90 units)	
	(Rear Load ±70 units)	
	Proposed 50′ Lots :	±45 lots
	Proposed 60′ Lots :	±46 lots
	Proposed 100′+ Lots :	20 lots
	Total Single Family & TH:	**±271lots**

Sunset Garden

Amenity Center:
Attributes: Swimming Pool and Restrooms (Phase 4), Multi-Sport Court and Walking Trails (Phase 3)

Pape Dawson Calculated Floodplain

Floodplain

TBG

Serenity Ranch

Land Plan

Georgetown, Texas
Sep 2025

TBG
2001 Bryan St.
Suite 1450
Dallas, Texas 75201

[214] 744 0757
tbgpartners.com

The information shown is based on the best information available and is subject to change without notice.

0 100′ 200′ 400′

EXHIBIT O

MAINTENANCE AGREEMENT (form)

SERENITY RANCH

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

This Maintenance Agreement (this "Agreement") is made to be effective as of the Effective Date (defined below) and is by and between the **CITY OF GEORGETOWN, TEXAS**, a home-rule city located in Williamson County, Texas (the "City"), **CR 150 QOZB, LP,** a Delaware limited partnership ("Developer"), the **SERENITY RANCH MUNICIPAL UTILITY DISTRICT NO**. **__,** a municipal utility district formed and operating under Chapters 49 and 54 of the Texas Local Government Code (the District"), and _____ a Texas non-profit corporation (the "HOA") , (individually, a "Party" and collectively, the "Parties"), and is as follows:

RECITALS

WHEREAS, the District is a subdivision development and municipal utility district within the City's extraterritorial jurisdiction authorized by the Consent Agreement attached to Ordinance No. _____ passed and approved by the Georgetown City Council on _____, 2025 (the "Consent Agreement"), consisting of approximately 112.21 acres of land in Williamson County, Texas, more particularly described in that certain General Warranty Deed dated October 2, 2023 from REALMAC, Ltd., a Texas limited partnership, to Developer, recorded in the Official Public Records of Williamson County, Texas as Document No. 2023083026, and also described by metes and bounds and surveyor's sketch on the attached ***Exhibit A*** attached to the Consent Agreement, and

WHEREAS, it is anticipated that at full build out the District will have a mix of Multi-Family, High-Density/Town Home, Medium Density, and Low-Density residential development, approximately 30,000 square feet of Commercial/Retail space, 15.4 Acres of Private Parkland with Public Access, Trails, Open Space Areas, Amenity Center Improvements, and associated roadway and drainage improvements; and

WHEREAS, the HOA is a nonprofit corporation having as its members all persons or entities becoming a holder of all or a portion of the fee simple interest in any Lot in the District, which membership in the HOA is not severable from the ownership of the Lot; and

WHEREAS, the HOA is created to, among other things, maintain the HOA/District Areas and Improvements (as defined in the Consent Agreement), and otherwise administer the affairs of the HOA in accordance with the terms of the Consent Agreement; and

WHEREAS, the HOA has the authority to levy HOA Assessments against the Lots within the District to provide a permanent source of funding for the HOA to pay for performing its responsibilities under this Agreement; and

WHEREAS, pursuant to the Governing Agreements, the HOA/District Areas and Improvements have been or will be conveyed to the HOA or the District, in trust for the public, and will be maintained by the HOA or the District; and

NOW, THEREFORE, in consideration of the premises, in furtherance of the mutual benefits to be derived by the general public, the District, and the members of the HOA, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City, the HOA, and the District agree as follows:

1. **RECITALS AND AGREEMENT ADOPTED.** The recitals set out above are true and correct and are hereby incorporated into this Agreement by this reference as though each were set out in full herein. In addition, the Related Agreements are incorporated into this Agreement as if all were set out in full.

2. **DEFINITIONS.** In addition to the terms defined in the Recitals to this Agreement, (i) capitalized words used in this Agreement and not defined herein will have the meanings set out in the Consent Agreement, and (ii) the following words, shall, when capitalized, have the following meanings when used in this Agreement:

2.1 "*HOA Assessments*" means the assessments the HOA imposes for the purposes of, among other things, funding its obligations under this Agreement.

3. **MAINTENANCE REQUIREMENTS**. The HOA shall, at its sole cost and expense, perform or cause to be performed, all repairs, maintenance, and replacement work when and as needed to keep the HOA/District Areas and Improvements in good condition suitable for use and enjoyment by the public including, but not limited to, regular mowing, edging, trimming; regular landscape maintenance including re-planting of trees, shrubs and other landscaping to replace dead or diseased plantings; regular weed, ant, mosquito and algae control; irrigation, and irrigation system maintenance and repair; keeping the areas free of all trash and debris and properly functioning; painting; striping; and other work necessary to maintain the HOA/District Areas and Improvements in perpetuity, and to replace those elements at the end of their useful life. The HOA shall be solely responsible for maintenance of the HOA/District Areas and Improvements, and the City shall have no obligations for same.

4. **WATER CONSERVATION.** The HOA agrees that it will install and maintain drought-resistant landscaping and water conserving natural turf, and will not install, or allow to be installed, St. Augustine grass anywhere in the HOA/District Areas and Improvements.

5. **NO LIENS**. The HOA shall not cause, suffer or allow any liens to be placed on the HOA/District Areas and Improvements by, through or under the HOA.

6. **HOA ASSESSMENTS.**

6.1 The HOA shall levy HOA Assessments in such amounts necessary to perform its responsibilities under this Agreement.

6.2 The HOA shall also levy HOA Assessments in amounts, as reasonably determined by the City, necessary to maintain reserves, and ultimately replace, HOA/District Areas and Improvements at the end of their useful life.

7. **INSURANCE**.

7.1 Prior to the commencement of any work in the HOA/District Areas and Improvements under this Agreement, the HOA shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the City's City Manager, which shall be clearly labeled with the legal name of the HOA in the Description of Operations block of the Certificate. 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. Failure to obtain and maintain the required insurance shall constitute a material default of this Agreement. No officer or employee, other than the City Manager, shall have authority to waive this requirement.

7.2 Notwithstanding the provisions of **Section 7.3** below, the City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by the City's City Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will the City allow modification at the request of the HOA whereupon the City may incur increased risk.

7.3 The HOA's financial integrity is of interest to the City; therefore, subject to the HOA's right to maintain reasonable deductibles in such amounts as are approved by the City, the HOA shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at the HOA's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M.

Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed:

TYPE	**AMOUNTS**
Workers' Compensation	Statutory
Employers' Liability	$1,000,000 / $1,000,000 / $1,000,000
Commercial General Liability Insurance to include coverage for the following: Premises operations *b. Independent Contractors Products/completed operations Personal Injury Contractual Liability *f. Environmental Impairment/Impact sufficiently broad to cover disposal liability *g. Broad form property damage, to include fire legal liability	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
Business Automobile Liability Owned/leased vehicle Non-owned vehicle Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of $1,000,000 per occurrence

*May be waived by the City Manager if not applicable to activities performed by the HOA

7.4 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 either of the parties hereto or the underwriter of any such policies) as may be required to comply with the terms of this Agreement. The HOA 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 HOA shall pay any costs incurred resulting from said changes.

City of Georgetown
Attn. City Manager
P.O. Box 409
Georgetown, TX 78627

7.5 The HOA agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

7.5.1 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; and

7.5.2 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; and

7.5.3 Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City.

7.6 The HOA 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 HOA under the terms of this Agreement. Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, the HOA shall provide a replacement Certificate of Insurance and applicable endorsements to the City. The City shall have the option to suspend the HOA'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.

7.7 Nothing herein contained shall be construed as limiting in any way the extent to which the HOA may be held responsible for payments of damages to persons or property resulting from the HOA's performance of the work covered under this Agreement.

7.8 It is agreed that the HOA'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 operations under this Agreement.

7.9 It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement.

8. INDEMNIFICATION. THE HOA INDEMNIFIES THE CITY ONLY FOR CLAIMS ATTRIBUTED TO THE HOA AND THE HOA 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 THE PERFORMANCE OF THE ACTIVITIES DESCRIBED IN SECTION _ BY THE HOA, ITS AGENTS AND EMPLOYEES, AND ITS SUBCONTRACTORS, THEIR AGENTS AND EMPLOYEES.

9. **TERM**. This Agreement shall be effective from the Effective Date and shall continue in effect until the earlier of (i) the District is annexed and dissolved, pursuant to the terms hereof, and its obligations are fully assumed by the City, at the City's sole election, or (ii) until this Agreement is terminated in writing by mutual agreement of the parties, or as otherwise provided herein or allowed by law.

10. **ASSIGNMENT**. The HOA 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 consent is granted, it shall then be the duty of the HOA, its successors and assigns, to give prompt written notice to the City of any assignment or transfer of any of the HOA's rights in this Agreement.

11. **MISCELLANEOUS PROVISIONS.**

11.1 Laws Observance. The HOA shall not do, nor cause to be done, anything on or to the HOA Areas/Improvements 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.

11.2 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.

11.3 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.

11.4 Notice. Any notices required or appropriate under this Agreement shall be given in writing to the HOA at the address shown below, and to the City at City of Georgetown, Attn. City Manager, P.O. Box 409, Georgetown, TX 78627.

11.5 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.

11.6 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.

11.7 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.

11.8 Entire Agreement. This Agreement and the Consent Agreement, and any attached exhibits to those agreements, contain the final and entire agreement between the Parties hereto and contain all of the terms and conditions agreed upon, and supersedes all other agreements, oral or otherwise, regarding the maintenance of the HOA Areas/Improvements.

EXHIBIT O

EXECUTED to be effective as of the date of final signature below (the "Effective Date").

THE HOA:

_____

By: _____
Name: _____
Title: _____

Address for Notice:

_____
_____
_____

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me this ____ day of _____, 2025 by _____, President of the _____, a Texas non-profit corporation on behalf of said corporation.

By:_____
NOTARY PUBLIC, STATE OF TEXAS

EXHIBIT O

CITY:
CITY OF GEORGETOWN, TEXAS

By:_____
Josh Schroeder, Mayor

ATTEST:

By:_____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

By:_____
Skye Masson, City Attorney

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me the ____ day of _____, 2025, 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

EXHIBIT O

DEVELOPER:
CR 150 QOZB, LP, a Delaware limited partnership
By: CR 150 QOZB, GP, LLC, a Delaware limited liability company

By:_____
Name: Rajeev Puri
Its: Governing Person

STATE OF TEXAS §
§
COUNTY OF BEXAR §

This instrument was acknowledged before me the ____ day of _____, 2025, by Rajeev Puri, Governing Person of CR 150 QOZB, LLC, a Delaware limited liability company, Governing Person of CR 150 QOZB, LP, a Delaware limited partnership, on behalf of said partnership.

(*seal*)

_____
Notary Public, State of Texas

EXHIBIT O

DISTRICT:
SERENITY RANCH MUNICIPAL UTILITY DISTRICT

By: _____
Printed Name: _____
Title: Board President

ATTEST:

_____
Name: _____
Title: Board Secretary

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me the ____ day of _____, 2025, by _____, President of Serenity Ranch Municipal Utility District, a special district formed and operating under Chapters 49 and 54 of the Texas Water Code.

(*seal*)

_____
Notary Public, State of _____

EXHIBIT P

Serenity Ranch MUD
Master Development Fee Calculation Form

EXAMPLE, FOR ILLUSTRATIVE PURPOSES ONLY

NET BOND REIMBURSEMENT AMOUNT = **$**_____

NET BOND REIMBURSEMENT AMOUNT x 8% = **$**_____

MASTER DEVELOPMENT FEE: **$**_____
(= 8% of Net Reimbursement Amount)

INSTALLMENT WORKSHEET

TOTAL DISTRICT BONDS SOLD: $_____

LESS ALLOWABLE DEDUCTIONS:
Surplus and Escrowed Funds $_____
Non-Construction Costs:
Legal and Financial Advisory Fees: $_____
Interest Costs:
Capitalized Interest $_____
Developer Interest $_____
Bond Discount $_____
Administrative and Organization $_____
(*including creation costs and operating advances*)
Bond Application, Market Study, $_____
and other bond issuance costs
(based upon costs approved for reimbursement under applicable TCEQ rules, and an audit of developer reimbursable expenses performed at the time of each Bond issue)
TCEQ Bond Issuance Fee $_____
Application, Review and Inspection Fees $_____

TOTAL ALLOWABLE DEDUCTIONS: $_____

NET MDF AFTER ALLOWABLE DEDUCTIONS: $_____

CITY PERCENTAGE: X 8%

TOTAL MDF: $_____

** ACTUAL AMOUNT TO BE BASED ON COSTS APPROVED FOR REIMBURSEMENT BY TCEQ AS AUDITED BY DISTRICT AUDITOR.

EXHIBIT "Q"
Partial Assignment of Receivable Agreement (form)

_____, a _____, _____, (the "Assignor") has entered into a Development Financing Agreement (the "Financing Agreement") with **Williamson County Municipal Utility District No. __** ("District") in connection with the design and construction of certain water, sewer, drainage, water quality, road and other facilities on the condition that the Assignor will be reimbursed in the future from the sale of bonds issued by the District for such purposes, subject to the terms and conditions of the Financing Agreement.

Assignor hereby assigns to the **City of Georgetown, Texas** ("Assignee") eight percent (8%) of the proceeds received from the District through the issuance of one or more series of Bonds by the District, as said amount is determined pursuant to **Exhibit "P** "attached to the 2026 Consent Agreement by and between the City the Assignor, and the District (the "Master Development Fee"), and shall continue to pay the Master Development Fee out of every Bond issuance by the District.

The District and the Assignor shall ensure that each payment of a Master Development Fee will be paid to the City in conjunction and simultaneously with the Assignor's reimbursement from the Bonds.

Assignor and Assignee agrees that this partial assignment of the Funds shall terminate at such time as the District is terminated. Assignor and Assignee shall file an executed termination of this Partial Assignment of Receivables with the District and in the Official Public Records of Williamson County, Texas at such time.

By execution of this instrument, Assignee hereby accepts such assignment and assumes all of Assignor's rights, title, and interests in and to the Master Development Fee, and instructs the District to pay the Master Development Fee to the Assignee rather than the Assignor.

Executed to be effective on the _____ day of _____, 2026.

(signatures follow)

ASSIGNOR:

By: _____,a _____, its _____

By: _____,a _____, its _____

Date: _____

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me the ____ day of _____, 2026, by _____, in his capacity as _____ of _____[*Developer*], on behalf of said _____.

(seal)

Notary Public Signature _____

Printed Name:_____

My Commission Expires:_____

Executed this the _____ day of _____, 2026.

ASSIGNEE:

CITY OF GEORGETOWN, TEXAS

By:_____

_____Mayor

ATTEST:

By:_____

_____City Secretary

The District hereby consents to the Partial Assignment of Receivables.

Executed this the _____ day of _____, 2026.

WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. __

By:_____

_____,Board President

ATTEST:

_____

Name:_____

Title: _____

STATE OF TEXAS §

§

COUNTY OF WILLIAMSON §

This instrument was acknowledged before me the ____ day of _____, 20_, by _____, President of Williamson County Municipal Utility District No. __, a special district formed and operating under Chapters 49 and 54 of the Texas Water Code.

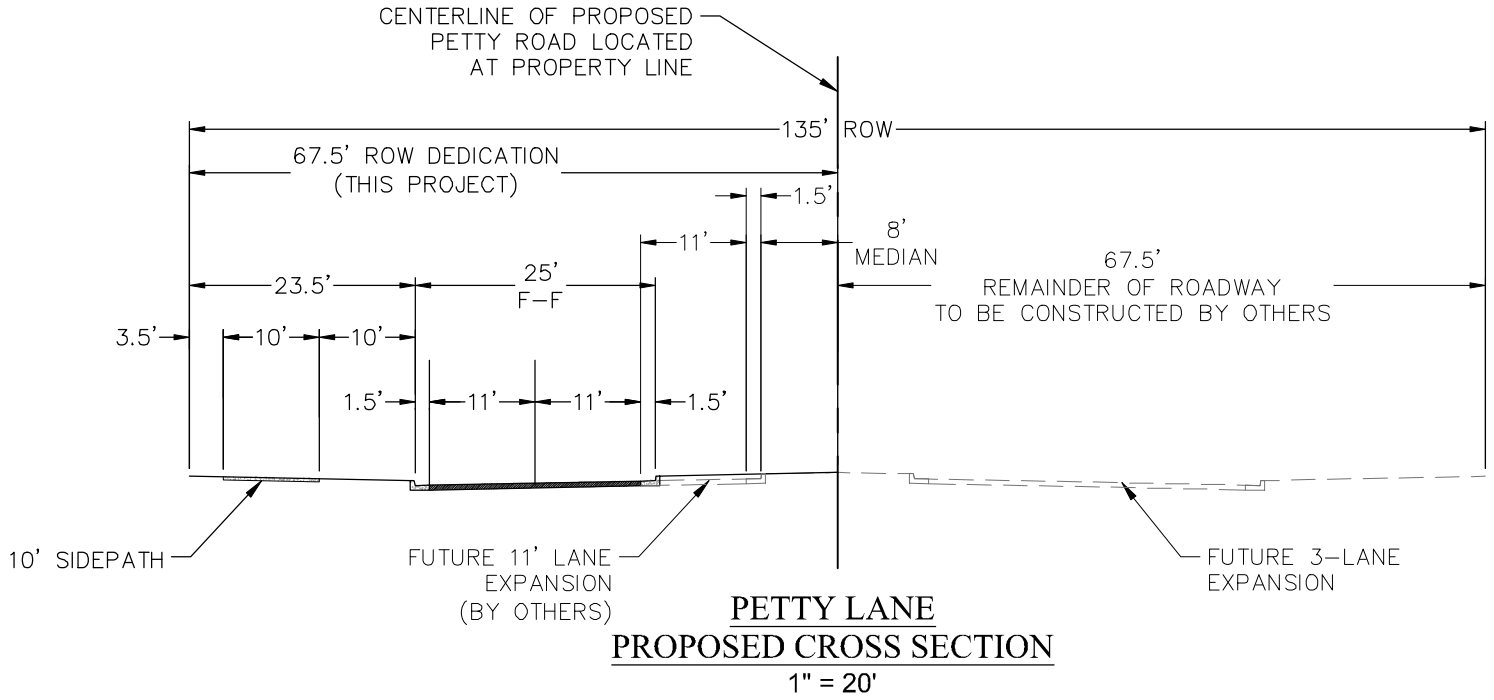
_____

Notary Public Signature

Printed Name:_____

My Commission Expires:_____

EXHIBIT “R”
Petty Lane Cross Section



PETTY LANE
PROPOSED CROSS SECTION
1" = 20'

JOB NO. 51421-00
DATE July 10, 2025
DESIGNER WT
CHECKED SC DRAWN WT
SHEET 1 of 1

MCCARTY TRACT

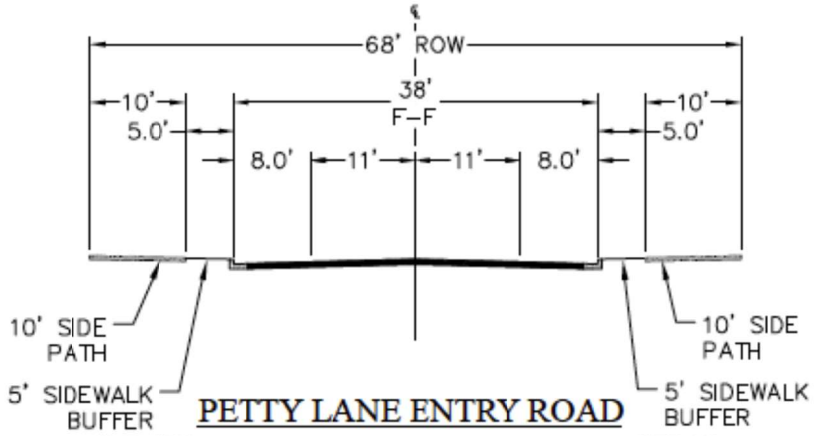
WILLIAMSON COUNTY, TEXAS

Petty Lane Cross Section

PAPE-DAWSON ENGINEERS
AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
10801 N MOPAC EXPY, BLDG 3, STE 200 | AUSTIN, TX 78759 | 512.454.8711
TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028801

Date: Jul 10, 2025, 6:32am User ID: scrawford
File: H:\Projects\514\21\00\211 Conceptual\Exhibits\250623 - EXH-ROAD CROSS SECTIONS.dwg
THIS DOCUMENT HAS BEEN PRODUCED FROM MATERIAL THAT WAS STORED AND/OR TRANSMITTED ELECTRONICALLY AND MAY HAVE BEEN INADVERTENTLY ALTERED. RELY ONLY ON FINAL HARDCOPY MATERIALS BEARING THE CONSULTANT'S ORIGINAL SIGNATURE AND SEAL.

EXHIBIT "S"
Petty Lane Entry Road Cross Section



PETTY LANE ENTRY ROAD
2-LANE NEIGHBORHOOD/RESIDENTIAL
COLLECTOR PROPOSED CROSS SECTION
1" = 20'

JOB NO. 51421-00
DATE September 2, 2025
DESIGNER WT
CHECKED SC DRAWN WT
SHEET 1 of 1

MCCARTY TRACT

WILLIAMSON COUNTY, TEXAS

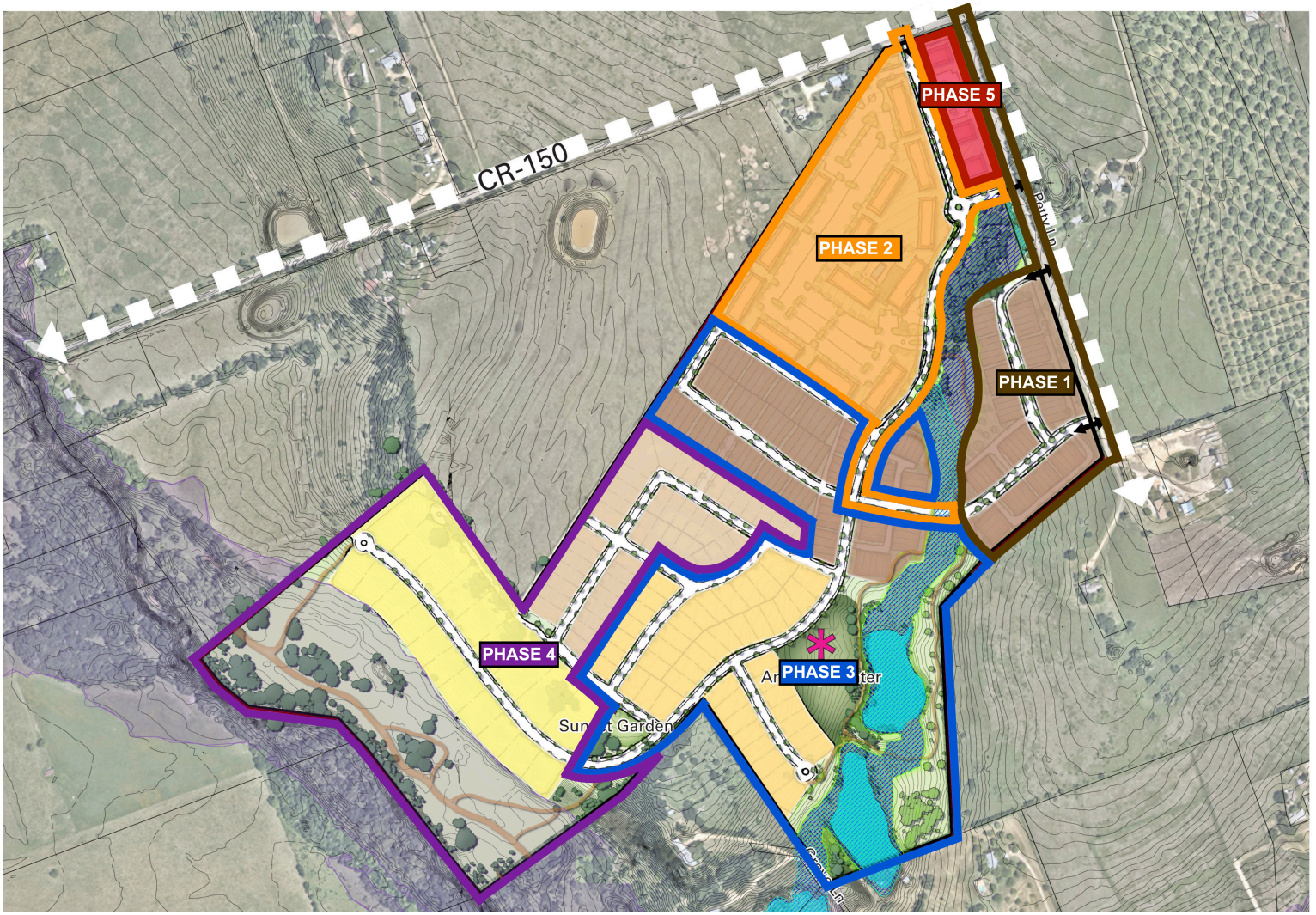
Petty Lane Entry Road Cross Section

PAPE-DAWSON ENGINEERS
AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
10801 N MOPAC EXPY, BLDG 3, STE 200 | AUSTIN, TX 78759 | 512.454.8711
TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028801

THIS DOCUMENT HAS BEEN PRODUCED FROM MATERIAL THAT WAS STORED AND/OR TRANSMITTED ELECTRONICALLY AND MAY HAVE BEEN INADVERTENTLY ALTERED. RELY ONLY ON FINAL HARDCOPY MATERIALS BEARING THE CONSULTANT'S ORIGINAL SIGNATURE AND SEAL.

Sep 09, 2025, 8:31am User ID: WTuttle
Projects\51421\001\211 Conceptual\Exhibits\250902 - EXH-ROAD CROSS SECTIONS.dwg

EXHIBIT "T"
Project Phasing Plan



Legend

PHASE 1

- High Density/Town Home Residential Development
  +/- 59 Units
- Petty Lane Improvements
- Petty Lane Entry Road Phase 1 Improvements
- County Road 150/Petty Lane Intersection Improvements

PHASE 2

- Multi-Family Residential Development
  +/- 300 Units
- County Road 150 Phase 2 Improvements
- Petty Lane Entry Road Phase 2 Improvements
- County Road 150 Driveway Improvements

PHASE 3

- High Density/Town Home Residential Development
  +/- 101 Units
- Medium Density Residential Development
  +/- 46 Lots
- Amenity Center Attributes
  Multi-Sport Court
- Private Parkland with Public Access Attributes
  Sunset Garden and Trails

PHASE 4

- Medium Density Residential Development
  +/- 45 Lots
- Low Density Residential Development
  +/- 20 Lots
- Amenity Center Attributes
  Swimming Pool and Restrooms
- Private Parkland with Public Access Attributes
  Trails

PHASE 5

- Commercial Development
  +/-30,000 RSF

TBG

Serenity Ranch

Project Phasing Plan

Georgetown, Texas
Sep 2025

TBG
2001 Bryan St.
Suite 1450
Dallas, Texas 75201

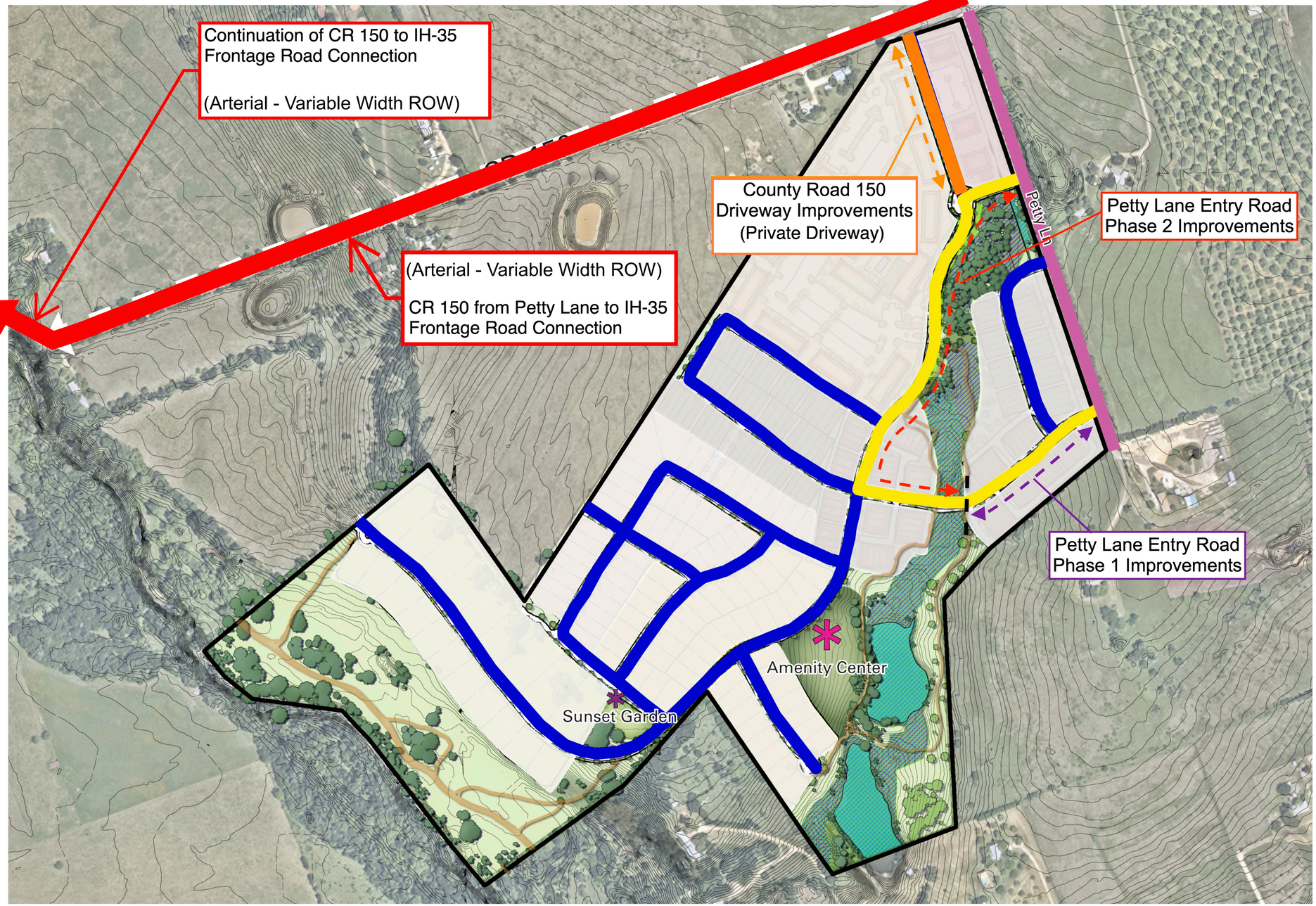
[214] 744 0757
tbgpartners.com

The information shown is based on the best information available and is subject to change without notice.

0 100' 200' 400'

1141

EXHIBIT "U"
Roadway Classification Plan



Legend

- Major Arterial - 67.5' ROW Dedication from CL of Petty Ln
- Neighborhood Collector - 68' ROW
- Local Street - 50' ROW
- Private Driveway
- Arterial - Variable Width ROW
  CR 150 from IH-35 Frontage
  Road to Petty Lane

TBG

Serenity Ranch

Roadway Classification Plan

Georgetown, Texas
Sep 2025

TBG
2001 Bryan St.
Suite 1450
Dallas, Texas 75201

[214] 744 0757
tbgpartners.com

The information shown is based on the best information available and is subject to change without notice.

0 100' 200' 400'

EXHIBIT W

HOA Wall and Fencing Standards

- Any fence that faces a street shall be constructed so that the front side of the fencing faces the street.
- Wood fences that face a street shall have a cap and be stained.
- All fences on lots abutting, or adjacent to any greenbelt or critical environmental feature shall be of wrought iron, along the rear property line and along the side property lines (from the rear property line to the back of the house).
- All wrought iron fences shall be 6 feet in height with pickets no greater than 4 inches apart and painted bronze or black.
- A minimum 6-foot-tall masonry wall shall be provided between any residential Lot and a Neighborhood/Residential Collector lever road or higher when the residential Lot backs up to such a roadway.
- Masonry columns and/or wall offsets or articulations shall be provided every 125 feet.
- Wrought iron fence segments may be incorporated along the wall to provide variety and view windows into open space and open-ended cul de sacs.
- Alternative fencing type shall be allowed for any areas designated for wrought iron fence on **Exhibit C.** Wood elements must be a consistent stain color. Fence must match the height of any adjoining lot privacy fence. Alternative fence type shall match the image below:
- Ownership and maintenance of the Walls and Fencing shall be the responsibility of the HOA.



EXHIBIT X
Post Annexation Surcharge Formula

The following calculation is intended to allow the City to collect sufficient funds for payment of the debt service remaining on the District's Bonds at the time of annexation, as authorized by Section 54.016(h), Texas Water Code. After annexation, the water and wastewater rates charged to customers receiving water and sewer services at properties that were within the territorial boundary of the District at the time of annexation may vary from the water and wastewater rates charged to customers receiving services at other properties within the City in order to compensate the City for the assumption of the debt on the District's Bonds. These water and wastewater rates will be reflected as a post annexation surcharge on the customers' monthly utility bills and will be stated as a percentage of the water and sewer rates of the City. The amount of the post-annexation surcharge and the percentage of the City's water and wastewater rates will vary as the City's rates are amended, but in no event will the rates of customers charged the post annexation surcharge exceed 125% of the water and wastewater rates charged to other customers within the City who are not otherwise subject to a post-annexation surcharge.

FORMULA FOR SURCHARGE CALCULATION:

1. $A = \frac{P \times I}{1 - [(1 + I)-n]}$

2. $S = \frac{A}{12 \times ESCFs}$

Where:

A =	total annual post annexation surcharge
P =	principal outstanding on the District's Bonds, less any reduction provided for by Note 1, below
I =	average annual effective interest rate on the District's outstanding Bonds
n =	years remaining in debt retirement period
ESFCs =	total number of equivalent single family customer connections within the territorial boundary of the District
S =	monthly post annexation surcharge per equivalent single family connection, but in no event will S exceed 125% of the water and sewer rates charged to other customers within the City

Note 1: P will be reduced by the amount of District funds transferred to the City at the time of annexation or received by the City after annexation, including any debt service taxes paid to the City for the year of annexation as provided in this Agreement.

Note 2: For purposes of illustration, the following are examples of the application of the formula set forth above and the calculation of the post annexation surcharge under this Exhibit based on certain assumptions:

EXHIBIT X
Post Annexation Surcharge Formula

Example 1:
Principal Remaining: $3,000,000
Interest Rate: 4.5 %
Remaining Term of bonds: 15 years
Equivalent Single Family Connections: 1,183
Monthly Surcharge: $19.68

Example 2:
Principal Remaining: $5,000,000
Interest Rate: 6.25 %
Remaining Term of bonds: 15 years
Equivalent Single Family Connections: 2,500
Monthly Surcharge: $17.44

Example 3:
Principal Remaining: $1,000,000
Interest Rate: 6.25 %
Remaining Term of bonds: 5 years
Equivalent Single Family Connections: 3,168
Monthly Surcharge: $6.29

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS APPROVING A "CONSENT AGREEMENT" BETWEEN THE CITY AND CR 150 QOZB, LP, CONSENTING TO THE CREATION OF A MUNICIPAL UTILITY DISTRICT IN THE CITY'S EXTRATERRITORIAL JURISDICTION OVER APPROXIMATELY 112.21 ACRES OF LAND SITUATED APPROXIMATELY ONE MILE EAST OF IH-35 BETWEEN COUNTY ROAD 150 AND GROVE LANE; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, CR 150 QOZB, LP, a Delaware limited partnership **("**Developer") owns approximately 112.21 acres of land in Williamson County, Texas, more particularly described in that certain General Warranty Deed dated October 2, 2023 from REALMAC, Ltd., a Texas limited partnership, to Developer, recorded in the Official Public Records of Williamson County, Texas as Document No. 2023083026 (the "**Land**").

WHEREAS, the Land lies approximately one mile east of IH 35 between County Road 150 and Grove Lane, is not contiguous to the City limits, is within the City's extraterritorial jurisdiction ("**ETJ**"), is within the City's retail wastewater service area, is within the certificated retail water service boundaries of Jonah Water Special Utility District's water Certificate of Convenience and Necessity ("**CCN**"), is within the certificated retail electric service boundaries of the Pedernales Electric Cooperative's electric CCN, and is within the jurisdictional boundaries of Emergency Services District ("**ESD**") No. 8.

WHEREAS, on or about October 2, 2025 Developer filed a Creation Petition with the City Secretary's office requesting the City's consent to create one (1) municipal utility district over the Land, and to develop on the Land a subdivision having a mix of Multi-Family, High-Density/Town Home, Medium Density, and Low Density residential development, approximately 30,000 square feet of Commercial/Retail space, 15.4 Acres of Private Parkland with Public Access, Trails, Open Space Areas, Amenity Center Improvements, and associated roadway and drainage improvements, in a subdivision to be called "Serenity Ranch."

WHEREAS, Section 42.042 of the Texas Local Government Code and Section 54.016 of the Texas Water Code require the City's written consent to create a municipal utility district within a city's ETJ.

WHEREAS, the purpose of the Consent Agreement is to set out the mutually agreeable terms and conditions relating to the creation and operation of the District, development of the Land, and provision of certain utility and other services to customers on the Land. This Agreement is an essential element of the granting of the City's consent to creation of the District.

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

Section 1. The foregoing recitals are hereby found to be true and correct and are incorporated herein by reference as if set forth in full, and are adopted as part of this Ordinance for all purposes.

Section 2. The City Council hereby approves the Consent Agreement attached to this Ordinance in the form attached to this Ordinance as Attachment 1, which memorializes the terms of the City Council's written consent to the creation of a Municipal Utility District in the City's ETJ over approximately 112.21 acres of land generally situated one mile east of IH 35 between County Road 150 and Grove Lane.

Section 3. 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 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 Consent Agreement attached as Attachment 1, 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 _____day of _____, 2026.

PASSED AND APPROVED on Second Reading 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

Attachments:

Attachement 1: Consent Agreement (and Exhibits thereto)

ATTACHMENT 1
(Consent Agreement and Exhibits)

Serenity Ranch ETJ MUD

Consent to Creation & Consent Agreement

October 27, 2026

Nick Woolery, Assistant City Manager

GEORGETOWN TEXAS

Project Timeline

4/12/2024: MUD Declaration of Intent was submitted to the City

7/23/2024: First Council Workshop was held to discuss the project and City Council expressed support for staff to negotiate a MUD Consent Agreement

10/27/2026: Public Hearing and Consent to Creation


BERRY CREEK DR
BRIARCREST DR
BERRY CREEK DR
SH 195 EB
SH 195 WB
N IH 35 NB
INDIAN MOUND RD
SH 195
EXIT 266 SB
ENTR 267 NB
ENTR 266 SB
N IH 35 NB EXIT TO SH 195 NB
Serenity Ranch MUD
MILLER HILL RD
GROVE LN
CR 152
HANWHA DR
MARKET ST
SANALOMA DR
AIRPORT RD
N IH 35 SB
N IH 35 FWY SB
WILLIAM SCOTSMAN
SIENA PEAK DR
ENTR 265 SB
N IH 35 FWY NB
SH 130 TOLL
TITAN DR
VELOCITY
BREELYN LN
PINNACLE TBD 15
PINNACLE TBD 17
PINNACLE TBD 12
0.3mi

Agreement Major Components

- MUD Debt / Tax Rate Regulation
- Public Parkland Improvements
- Architectural / Design Standards
- Transportation Improvements
- Water Infrastructure
- Wastewater Infrastructure
- Master Development Fee
- HOA Requirements

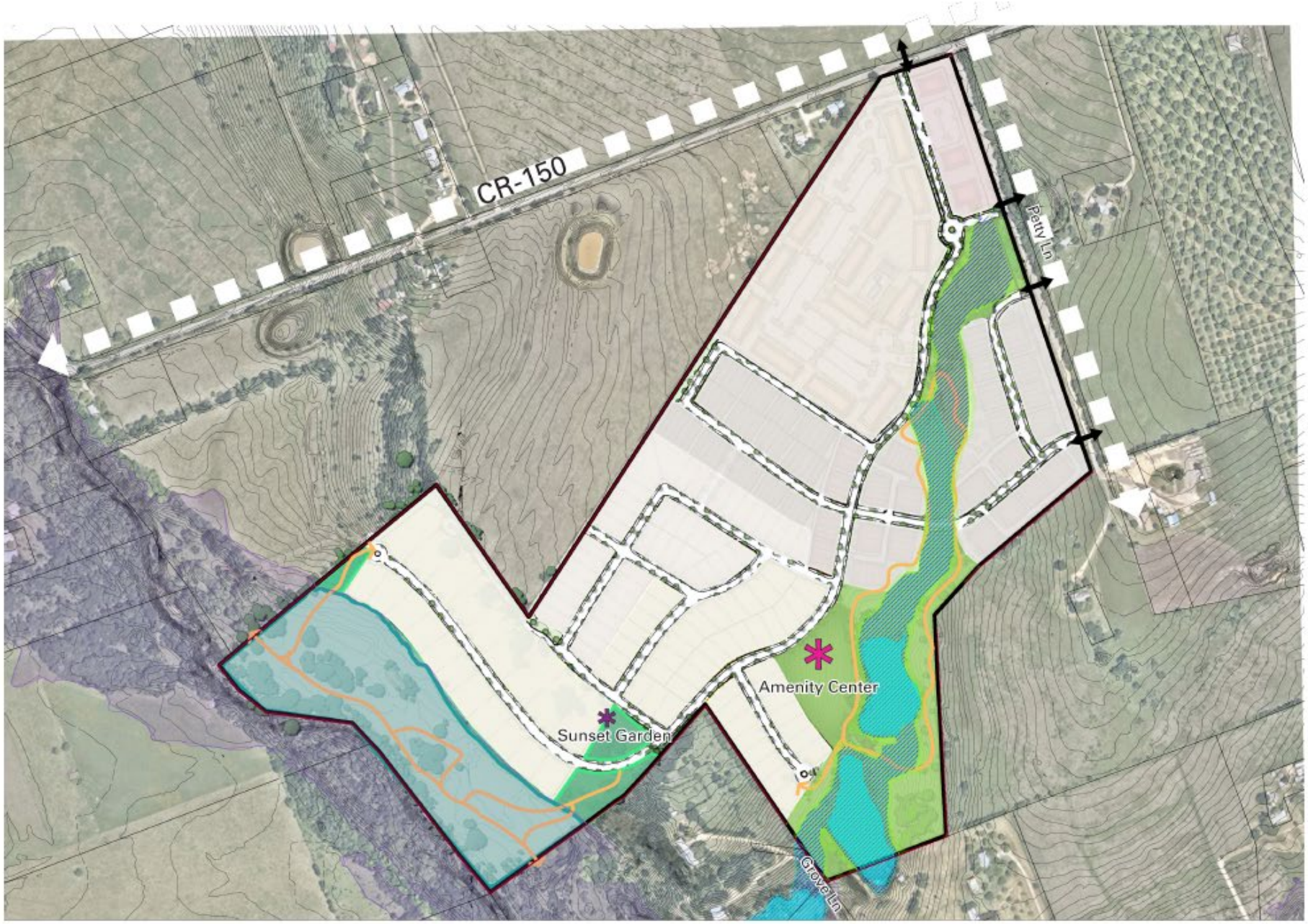
MUD Consent Agreement
MUD Bond / Tax Rate Requirements

- **Authorized purposes in which MUD bonds may be issued for:**
  - Wastewater Infrastructure
  - Drainage Infrastructure
  - Roadway Infrastructure
  - Parks and Recreation Facilities

- **MUD Bond Restrictions**
  - The maximum MUD bond maturity shall be no greater than 25 years from each bond issuance
  - MUD shall have 12 years from the first issuance to issue all bonds
- **MUD Maximum Tax Rate**
  - District shall be required to maintain a combined debt service and maintenance/operation tax rate at no more than $0.95 per $100 in assessed valuation

MUD Consent Agreement
Parks, Trails & Amenities

- **Parkland Requirements**
  - 15.4 acre private parkland open to the public but
  - Pedestrian and bike trails connecting open space to public parkland
  - Generally required to be 10’ wide
  - Owned and maintained by HOA
- **Amenity Center**
  - 2.2 acres to be completed during phase 3
  - Owned and maintained by HOA



Legend

Private Parkland with Public Access: (outside the floodplain)	±2 ac
Private Parkland with Public Access: (inside the floodplain)	±13.4 ac
Open Space & Amenity:	±18.7 ac

Trails *

Sunset Garden

Amenity Center:
Attributes: Swimming Pool and Restrooms (Phase 4), Multi-Sport Court and Walking Trails (Phase 3)

Pape Dawson Calculated Floodplain

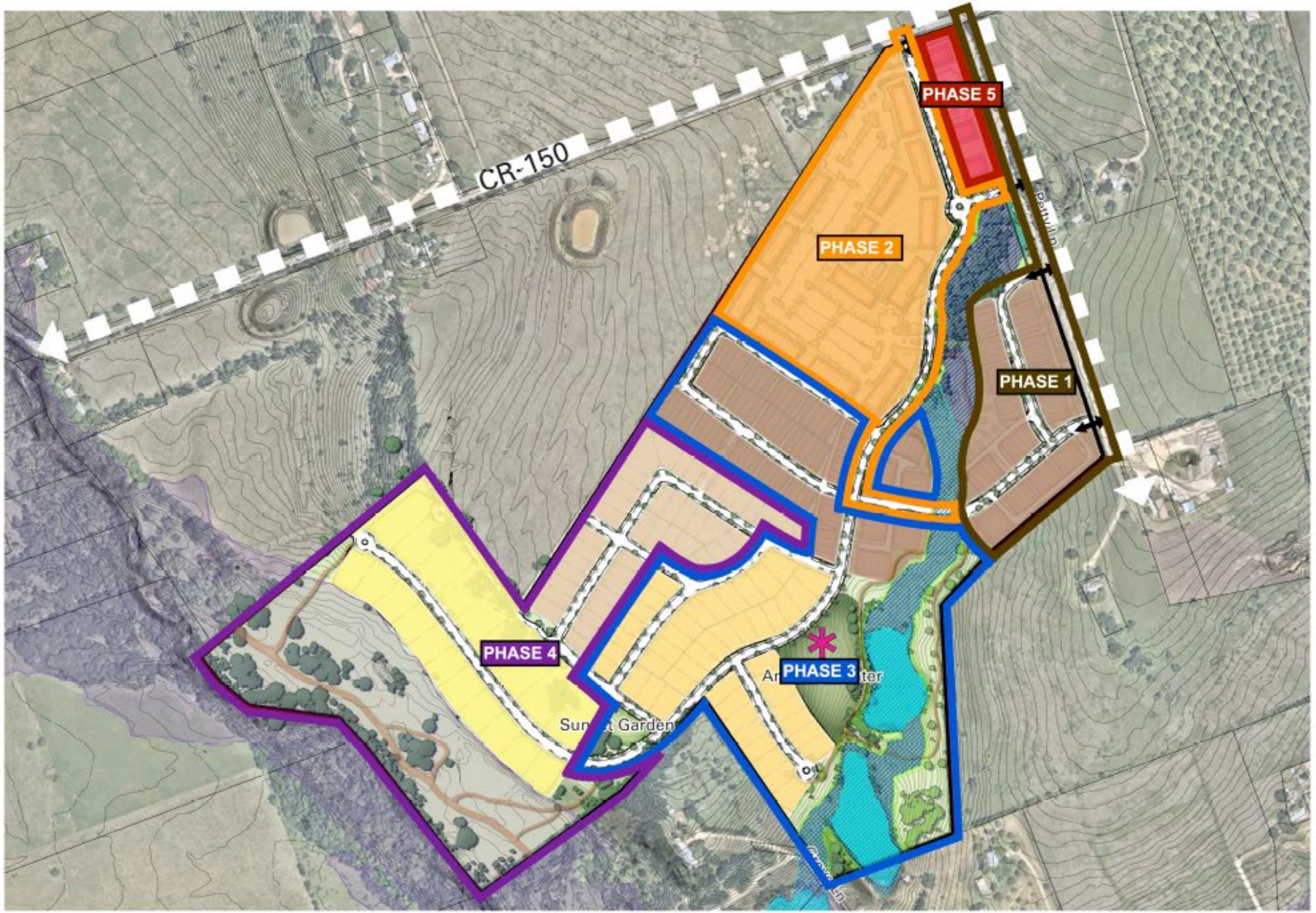
Drainage facilities

notes:

*Sidewalks to be provided as part of the street ROW. Trail locations are generally depicted and will be finalized as part of the Site Plan.

MUD Consent Agreement
Land Use & Development

- **Phasing Plan**
  - MF Residential will be concurrent with horizontal development of Phase 3
  - No vertical development of MF Residential until Phase 1 horizontal development complete
  - Medium Density Residential, Low Density Residential, and Commercial Development after completion of Phase 1 and 2 roadway improvements
- **UDC Compliance**
  - Development shall comply with the new adopted Unified Development Code, except in the instances specifically called out within the agreement
- **Master Development Fee**
  - 8% of each bond issuance



Legend

PHASE 1

- High Density/Town Home Residential Development
  +/- 59 Units
- Petty Lane Improvements
- Petty Lane Entry Road Phase 1 Improvements
- County Road 150/Petty Lane Intersection Improvements

PHASE 2

- Multi-Family Residential Development
  +/- 300 Units
- County Road 150 Phase 2 Improvements
- Petty Lane Entry Road Phase 2 Improvements
- County Road 150 Driveway Improvements

PHASE 3

- High Density/Town Home Residential Development
  +/- 101 Units
- Medium Density Residential Development
  +/- 46 Lots
- Amenity Center Attributes
  Multi-Sport Court
- Private Parkland with Public Access Attributes
  Sunset Garden and Trails

PHASE 4

- Medium Density Residential Development
  +/- 45 Lots
- Low Density Residential Development
  +/- 20 Lots
- Amenity Center Attributes
  Swimming Pool and Restrooms
- Private Parkland with Public Access Attributes
  Trails

PHASE 5

- Commercial Development
  +/-30,000 RSF

MUD Consent Agreement
Land Use & Development

Lot Mix	
Housing Type / Lot Size	**Percentage**
Multi-Family	300 units
Townhomes- front loaded	33%
Townhomes- rear loaded	26%
50' Wide Single Family Lots	17%
60' Wide Single Family Lots	17%
100' Wide Single Family Lots	7%



Legend

	Proposed retail :	±3 acres ± 30,000 RSF
	Proposed multifamily :	±15 acres ± 300 units
	Proposed townhomes:	±160 units
	(Front Load ±90 units)	
	(Rear Load ±70 units)	
	Proposed 50' Lots :	±45 lots
	Proposed 60' Lots :	±46 lots
	Proposed 100'+ Lots :	20 lots
	Total Single Family & TH:	**±271lots**

- Sunset Garden
- Amenity Center:
  Attributes: Swimming Pool and Restrooms (Phase 4), Multi-Sport Court and Walking Trails (Phase 3)
- Pape Dawson Calculated Floodplain
- Floodplain

MUD Consent Agreement
Land Use & Development

- **HOA Requirement**
  - Prior to the first sale of a lot, Developer is required to record a Master Covenant, which sets forth the creation and perpetual existence of an HOA and requirement for perpetual maintenance of all improvements required to be maintained per this agreement that are not maintained by the District

- **Entry Monumentation**
  - At primary entrance off Petty Lane
  - Neighborhood Collector level road

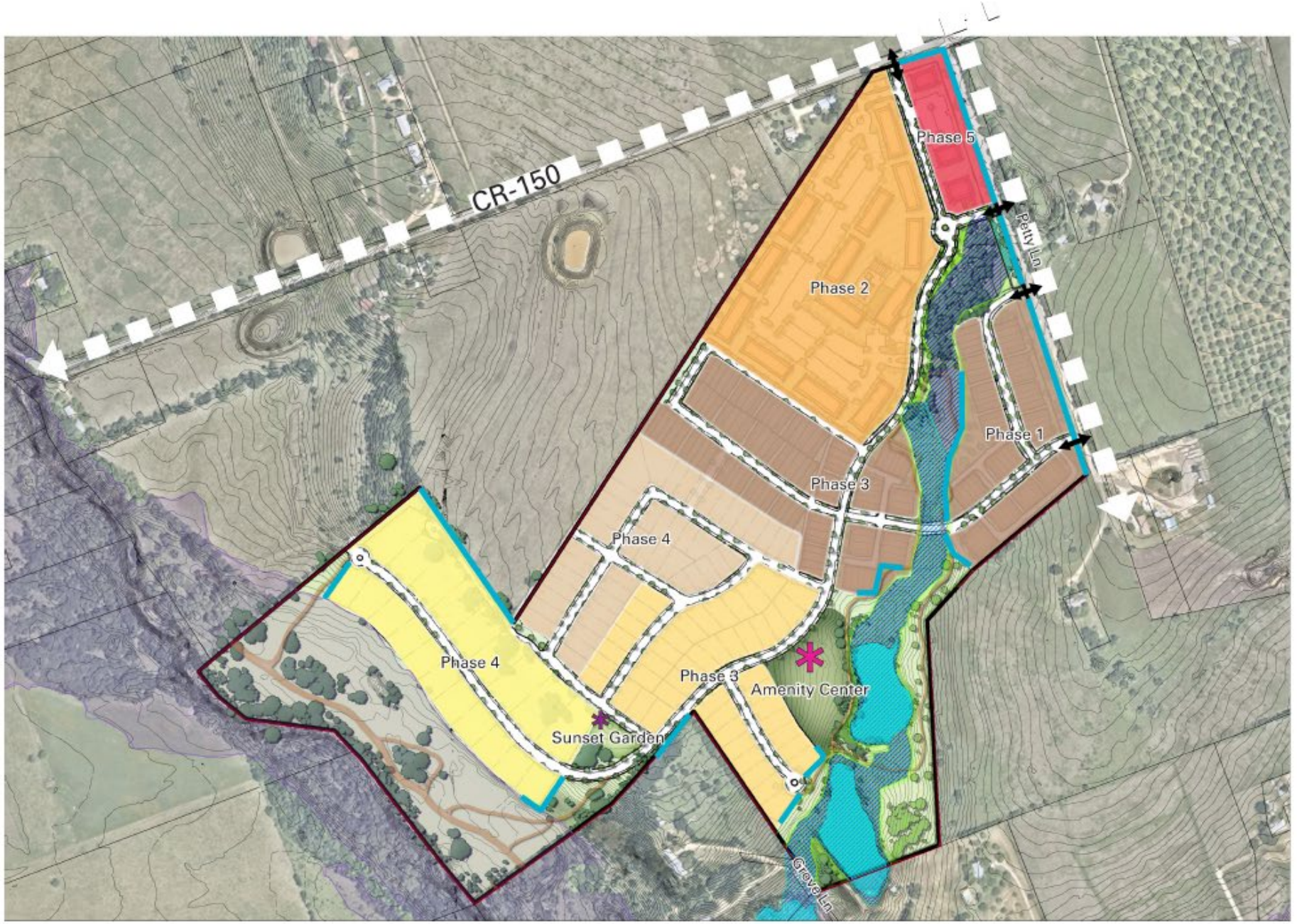
- **Drainage facilities owned and maintained by District or HOA**

- **Developer restricted from selling MF land to a tax-exempt PFC or HFC**

MUD Consent Agreement
Land Use & Development

- **Architectural and Masonry Requirements**
  - 100% masonry on non-residential buildings
  - 75% masonry on all residential fronts, first floor of sides and back, and all sides facing a street or parkland
  - Enhanced front elevation articulation

- **Walls and Fencing Requirements**
  - Masonry walls required to separate residential areas from:
    - Petty Lane entry road
    - Open space areas
    - Amenity center site
    - Private parkland
    - Drainage Facilities



Legend

	Proposed retail :	±3 acres ± 30,000 RSF
	Proposed multifamily :	±15 acres ± 300 units
	Proposed townhomes:	±160 units
	(Front Load ±90 units)	
	(Rear Load ±70 units)	
	Proposed 50' Lots :	±45 lots
	Proposed 60' Lots :	±46 lots
	Proposed 100'+ Lots :	20 lots
	Total Single Family & TH:	**±271lots**

Sunset Garden

Amenity Center:
Attributes: Swimming Pool and Restrooms (Phase 4), Multi-Sport Court and Walking Trails (Phase 3)

Pape Dawson Calculated Floodplain

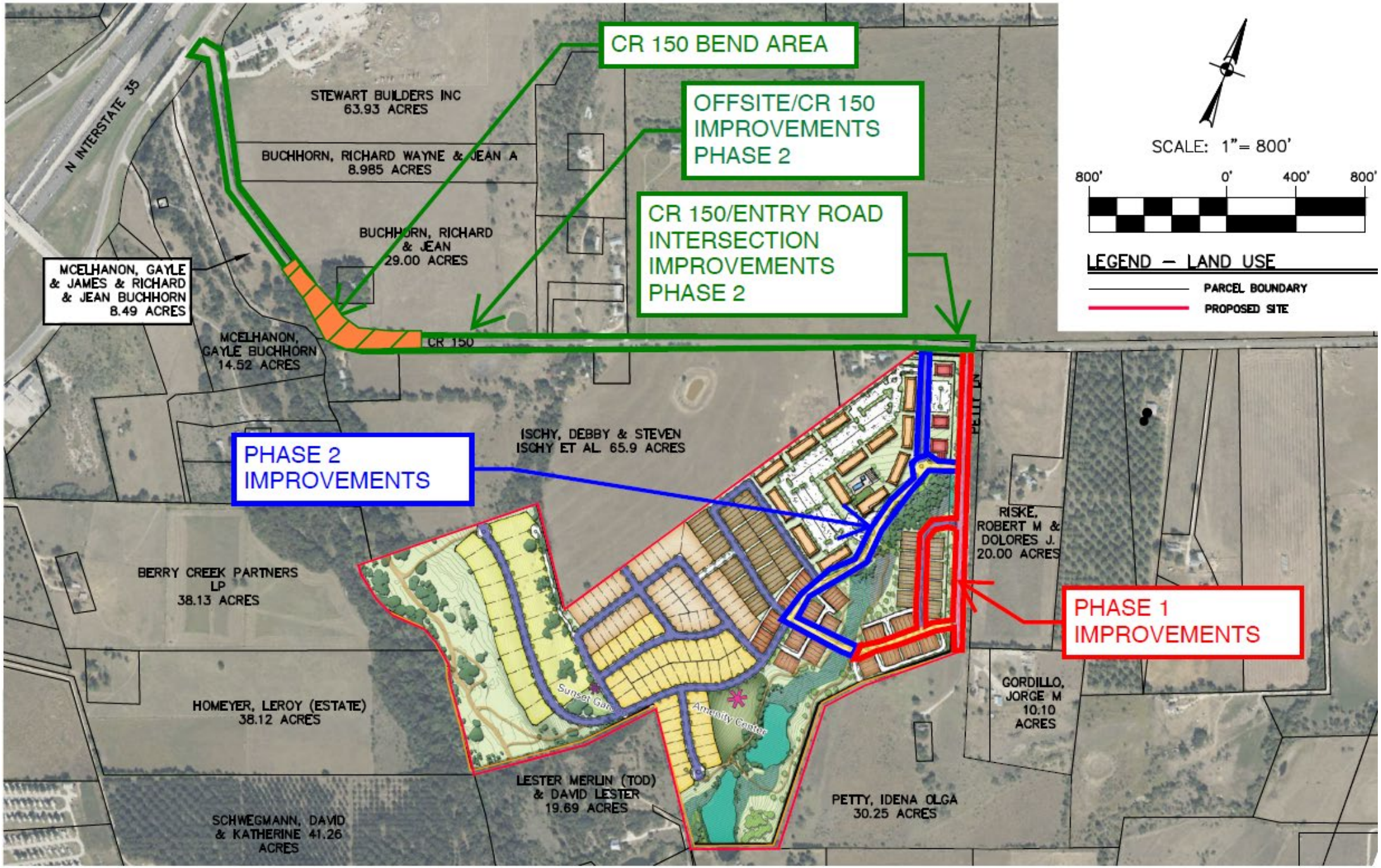
Floodplain

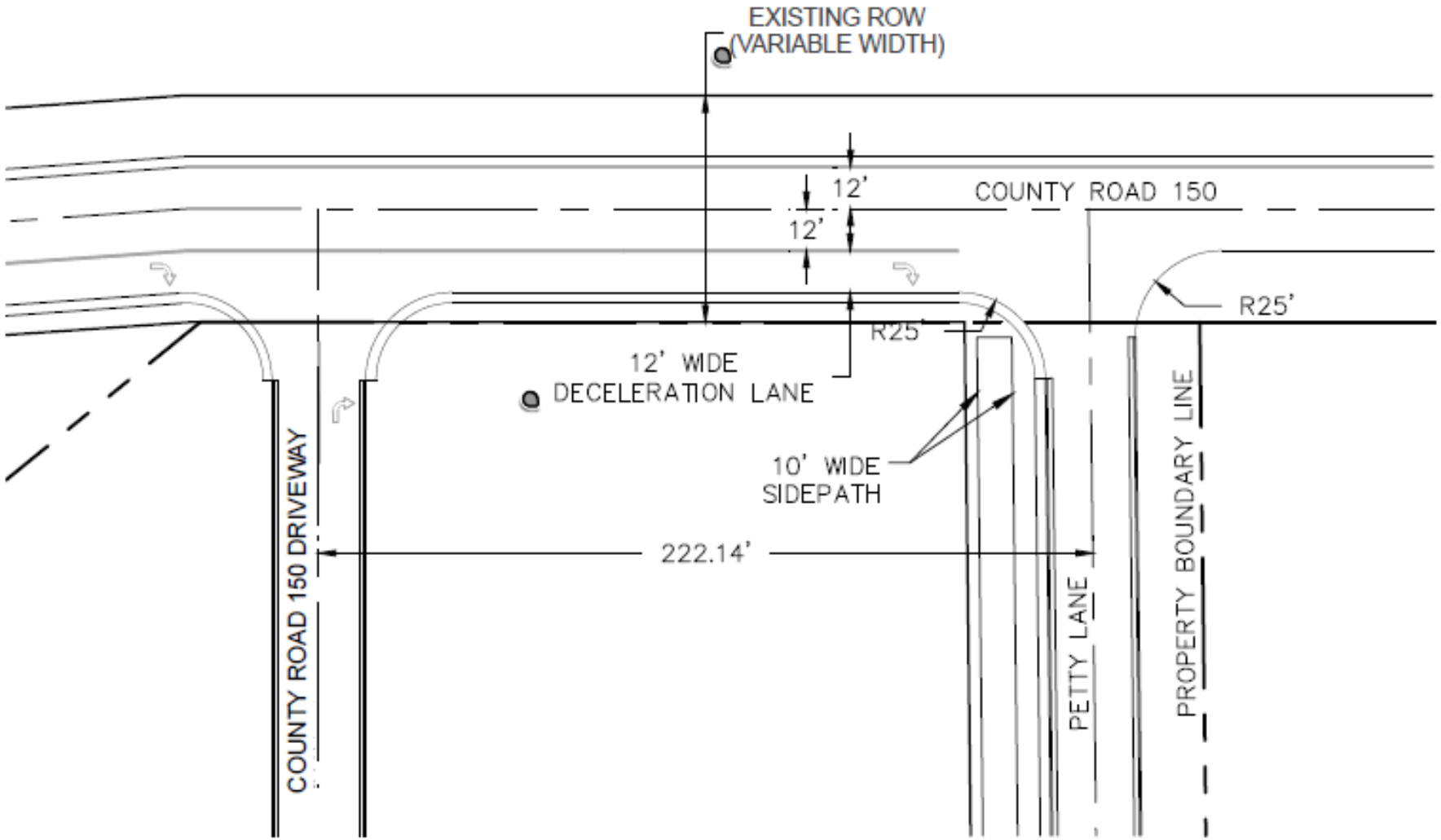
HOA Walls and Fencing
(fence locations are conceptual and subject to Section 10.11 and Definitions within the agreement)

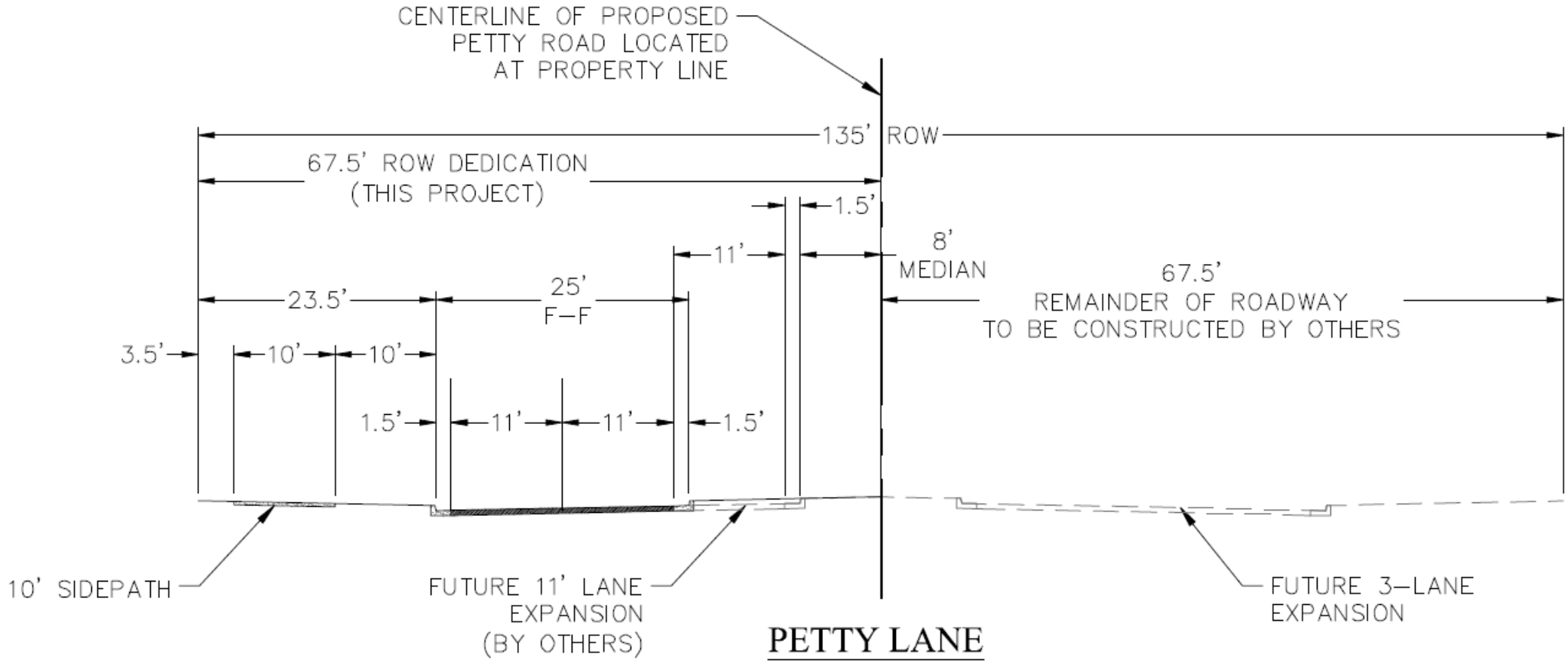
MUD Consent Agreement
Transportation

Phase 1

- **CR 150/Petty Lane Intersection**
  - Land needed to be acquired and constructed by Developer at no cost to the City
  - Deceleration and acceleration lanes
  - Dedicated turn lane onto Petty Lane
- **Petty Lane Entry Road Phase 1**
  - 2-lane Neighborhood Collector per UDC and serves as main entry road
  - Starting at southernmost entry roadway and extending west 600'
- **Petty Lane Improvements**
  - Future 6-Lane Major Arterial
  - Acquire and dedicate half the width of the ROW (67.5')
  - Construct one-half extending to the boundary of the land
  - Two 11' wide paved drive lanes
  - One 1.5' raised curb and gutter
  - One 10' wide landscape area
  - One 10' wide sidewalk
  - One 3.5' landscape areas


CR 150 BEND AREA
OFFSITE/CR 150 IMPROVEMENTS PHASE 2
CR 150/ENTRY ROAD INTERSECTION IMPROVEMENTS PHASE 2
PHASE 2 IMPROVEMENTS
PHASE 1 IMPROVEMENTS
N INTERSTATE 35
STEWART BUILDERS INC 63.93 ACRES
BUCHHORN, RICHARD WAYNE & JEAN A 8.985 ACRES
BUCHHORN, RICHARD & JEAN 29.00 ACRES
MCELHANON, GAYLE & JAMES & RICHARD & JEAN BUCHHORN 8.49 ACRES
MCELHANON, GAYLE BUCHHORN 14.52 ACRES
CR 150
ISCHY, DEBBY & STEVEN ISCHY ET AL 65.9 ACRES
RISKE, ROBERT M & DOLORES J. 20.00 ACRES
BERRY CREEK PARTNERS LP 38.13 ACRES
HOMEYER, LEROY (ESTATE) 38.12 ACRES
GORDILLO, JORGE M 10.10 ACRES
LESTER MERLIN (TOD) & DAVID LESTER 19.69 ACRES
PETTY, IDENA OLGA 30.25 ACRES
SCHWEGMANN, DAVID & KATHERINE 41.26 ACRES
SCALE: 1"= 800'
800' 0' 400' 800'
LEGEND – LAND USE
PARCEL BOUNDARY
PROPOSED SITE


EXISTING ROW
(VARIABLE WIDTH)
12'
12'
COUNTY ROAD 150
R25'
R25'
12' WIDE
DECELERATION LANE
10' WIDE
SIDEPATH
222.14'
COUNTY ROAD 150 DRIVEWAY
PETTY LANE
PROPERTY BOUNDARY LINE

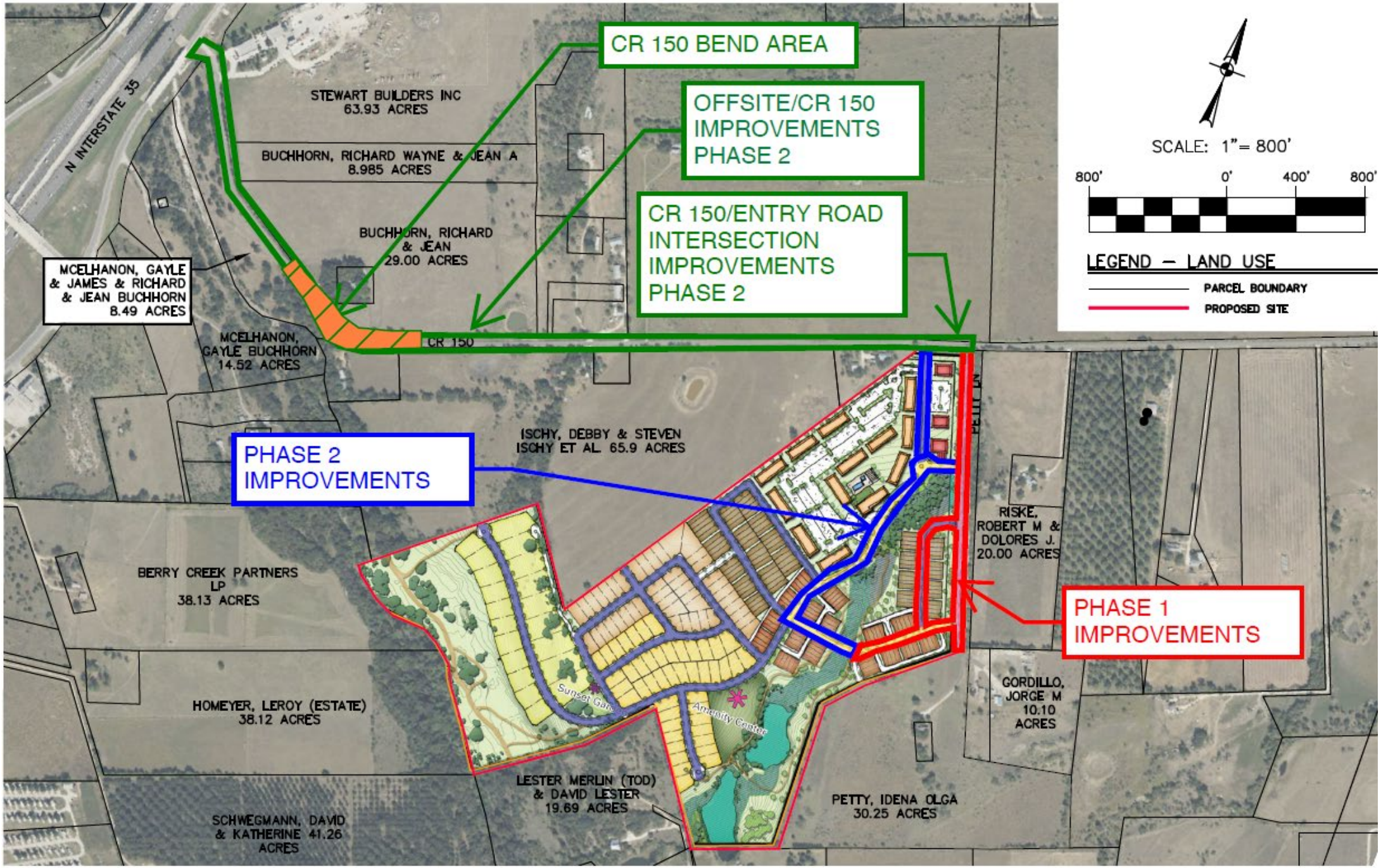


PETTY LANE
PROPOSED CROSS SECTION
1" = 20'

MUD Consent Agreement
Transportation

Phase 2

- **Petty Lane Entry Road Phase 2**
  - Starting at northernmost entry roadway
  - Traversing west 200”, continuing diagonally 1200’, turning 90 degrees and continuing 400’ to endpoint
- **CR 150 Phase 2 Improvements**
  - Two 12’ wide paved driving lanes
  - Two 3’ wide shoulders
  - Re-design of Bend Area to at least 30’ wide, culvert extensions, guard rails, and street lighting
- **CR 150 Driveway (on the land)**
  - CR 150 decel lane
  - Right in, right out raised curb traffic island
  - No parking on either side
- **Connectivity**
  - Connectivity to adjacent tracts of land in accordance with UDC
  - Minimum of 3 stub outs
  - At least 2 street stubs to connect MF section to adjacent tracts for future traffic flow


CR 150 BEND AREA
OFFSITE/CR 150 IMPROVEMENTS PHASE 2
CR 150/ENTRY ROAD INTERSECTION IMPROVEMENTS PHASE 2
PHASE 2 IMPROVEMENTS
PHASE 1 IMPROVEMENTS
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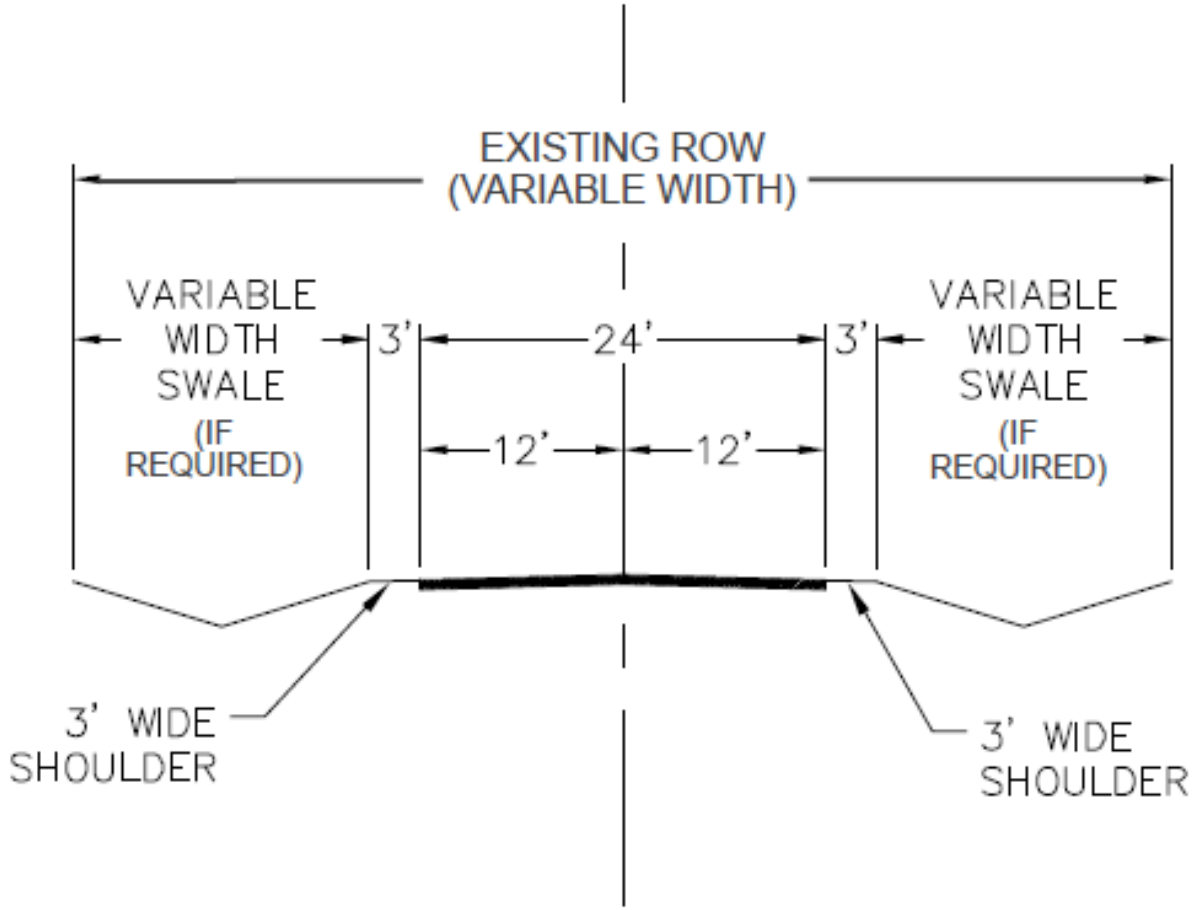
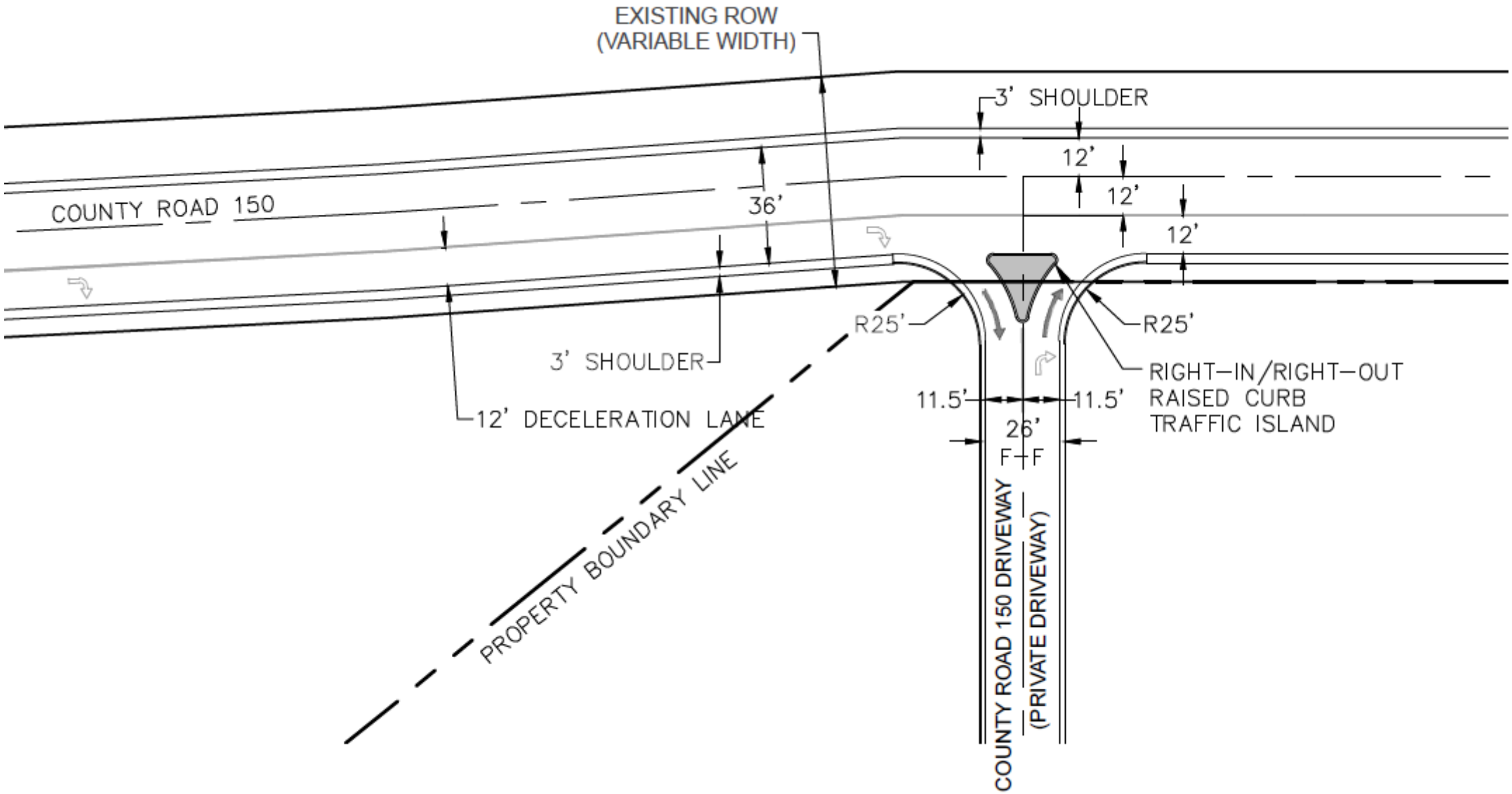
SCHWEGMANN, DAVID & KATHERINE 41.26 ACRES
SCALE: 1"= 800'
800' 0' 400' 800'
LEGEND – LAND USE
PARCEL BOUNDARY
PROPOSED SITE



COUNTY ROAD 150
PROPOSED CROSS SECTION

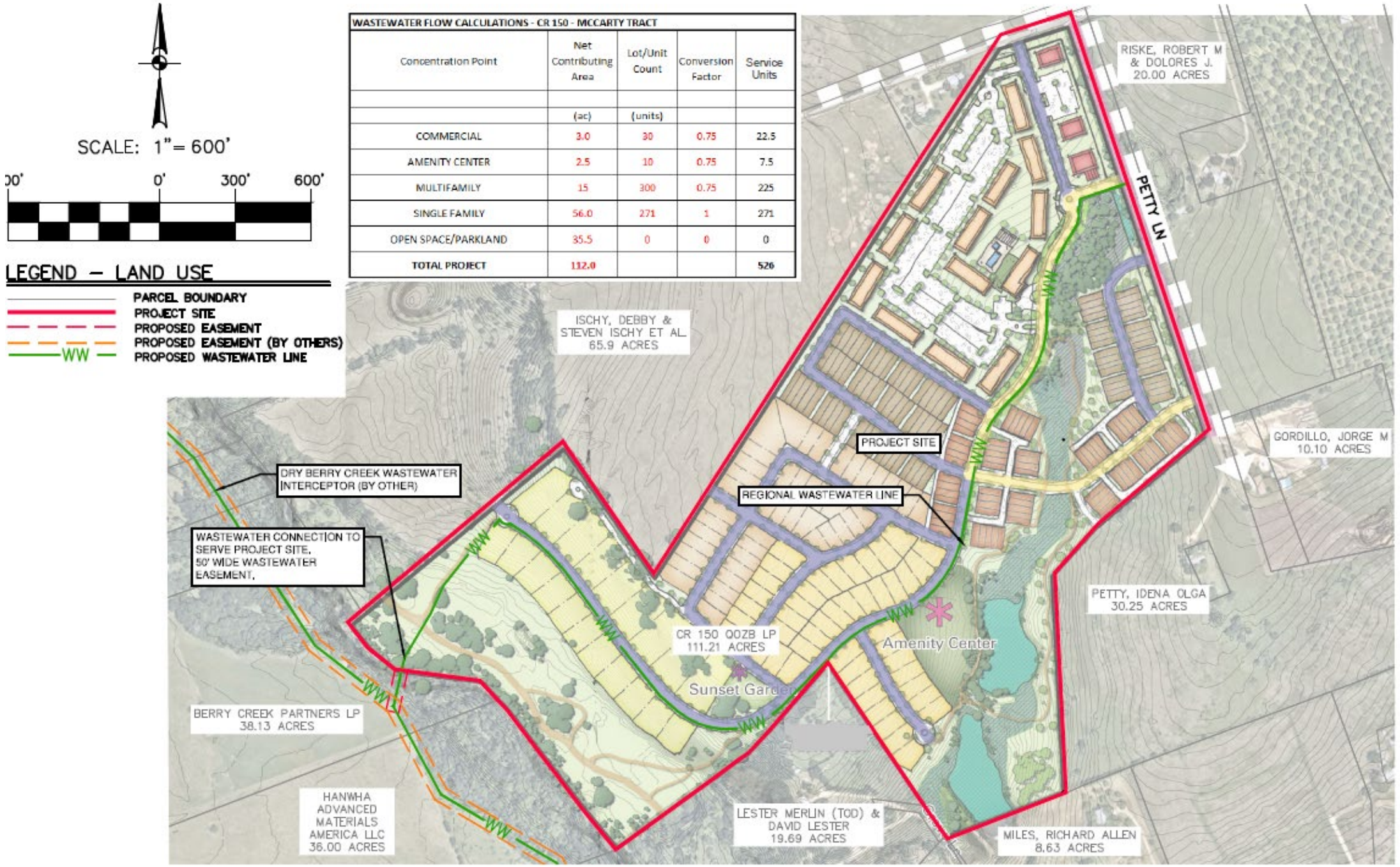
(NOT TO SCALE)


EXISTING ROW
(VARIABLE WIDTH)
3' SHOULDER
12'
12'
12'
COUNTY ROAD 150
36'
R25'
R25'
3' SHOULDER
RIGHT-IN/RIGHT-OUT
RAISED CURB
TRAFFIC ISLAND
11.5'
11.5'
26'
F-F
12' DECELERATION LANE
PROPERTY BOUNDARY LINE
COUNTY ROAD 150 DRIVEWAY
(PRIVATE DRIVEWAY)

MUD Consent Agreement
Water and Wastewater Service

- **Water**
  - Water service provided by Jonah
  - Water conservation measures will be incorporated into the design of neighborhood landscaping and amenities
  - Jonah to maintain fire hydrants
  - Must provide fire flow
  - Fire SIP fee of $630

- **Wastewater**
  - Connects to Dry Berry Creek Interceptor
  - Developer to construct 12” line, offsite approximately 171’ in length for connection to BCI
  - Transferred to the City for ownership, operation, and maintenance upon completion
  - Impact fees collected at final plat


SCALE: 1"= 600'
00'
0'
300'
600'
LEGEND – LAND USE
PARCEL BOUNDARY
PROJECT SITE
PROPOSED EASEMENT
PROPOSED EASEMENT (BY OTHERS)
WW
PROPOSED WASTEWATER LINE
WASTEWATER FLOW CALCULATIONS - CR 150 - MCCARTY TRACT
Concentration Point
Net Contributing Area
Lot/Unit Count
Conversion Factor
Service Units
(ac)
(units)
COMMERCIAL 3.0 30 0.75 22.5
AMENITY CENTER 2.5 10 0.75 7.5
MULTIFAMILY 15 300 0.75 225
SINGLE FAMILY 56.0 271 1 271
OPEN SPACE/PARKLAND 35.5 0 0 0
TOTAL PROJECT 112.0 526
RISKE, ROBERT M & DOLORES J. 20.00 ACRES
PETTY LN
ISCHY, DEBBY & STEVEN ISCHY ET AL 65.9 ACRES
PROJECT SITE
GORDILLO, JORGE M 10.10 ACRES
DRY BERRY CREEK WASTEWATER INTERCEPTOR (BY OTHER)
REGIONAL WASTEWATER LINE
WASTEWATER CONNECTION TO SERVE PROJECT SITE. 50' WIDE WASTEWATER EASEMENT.
PETTY, IDENA OLGA 30.25 ACRES
CR 150 QOZB LP 111.21 ACRES
Amenity Center
Sunset Garden
BERRY CREEK PARTNERS LP 38.13 ACRES
HANWHA ADVANCED MATERIALS AMERICA LLC 36.00 ACRES
LESTER MERLIN (TOD) & DAVID LESTER 19.69 ACRES
MILES, RICHARD ALLEN 8.63 ACRES

Action Requested

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS APPROVING A "CONSENT AGREEMENT" BETWEEN THE CITY AND CR 150 QOZB, LP, A DELAWARE LIMITED PARTNERSHIP, CONSENTING TO THE CREATION OF AN ETJ MUNICIPAL UTILITY DISTRICT OVER APPROXIMATELY 112 ACRES OF LAND GENERALLY SITUATED 1 MILE EAST OF IH35, WITH A SMALL PORTION OF THE PROPOSED DISTRICT'S NORTHERN BOUNDARY SITUATION ADJACENT TO COUNTY ROAD 150; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; AND ESTABLISHING AN EFFECTIVE DATE.

City of Georgetown, Texas
City Council
October 27, 2026

SUBJECT:
First Reading - 2026-1-DA - Sun City 14th Amendment

SUGGESTED ACTION:
First Reading of an Ordinance approving the 14th amendment to the Sun City Texas Development Agreement, to allow for up to 55% maximum building coverage and 4,000 square feet minimum lot sizes for the Cluster Parcels Attached Single-Family Use in Sun City Neighborhood 61 (2026-1-DA) -- Ryan Clark, AICP, Assistant Planning Director

ITEM SUMMARY:
The City of Georgetown approved the Sun City Texas Development Agreement on February 14, 1995. Thirteen subsequent amendments have been approved by the City of Georgetown since that time. The original agreement and the subsequent amendments are collectively known as the Development Agreement.

FINANCIAL IMPACT:
None. The applicant has paid the required application fees.

SUBMITTED BY:
Anish Dsouza, Planning Department

ATTACHMENTS:
2026-1-DA Ordinance.pdf
2026-1-DA 14th Amendment to Sun City Development Agreement Staff Presentation.pdf
Ordinance Attachment 1 - Proposed 14th Amendment to Sun City Development Agreement.pdf
Background Information - 8th Amendment to Sun City Development Agreement.pdf
Background Information - Sun City Neighborhood 61 PUD, Ordinance 2021-41.pdf

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF GEORGETOWN, TEXAS APPROVING THE FOURTEENTH AMENDMENT TO DEVELOPMENT AGREEMENT BETWEEN THE CITY AND DEL E. WEBB DEVELOPMENT CO., L.P., CONCERNING THE DEVELOPMENT OF SUN CITY, TEXAS; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Del Webb Texas Limited Partnership, as successor in interest to Del E. Webb Development Co., L.P., and the City are parties to that certain Development Agreement Concerning Proposed Subdivision and Construction of Master Planned Community by Del E. Webb Development Co., LLP dated February 14, 1995, and amended by the First Amendment to Development Agreement dated December 12, 1995, Second Amendment to Development Agreement dated September 23, 1997, Third Amendment to Development Agreement dated November 10, 1998, Fourth Amendment to Development Agreement dated September 28, 1999, Fifth Amendment to Development Agreement dated May 24, 2000, Sixth Amendment to Development Agreement dated February 27, 2001, Seventh Amendment to Development Agreement dated June 1, 2003, Eighth Amendment to Development Agreement dated May 30, 2006 ("Eighth Amendment"), Ninth Amendment to Development Agreement dated May 27, 2009, Tenth Amendment to Development Agreement dated July 29, 2009, Eleventh Amendment to Development Agreement dated October 27, 2014, Twelfth Amendment to the Development Agreement dated June 22, 2021, Thirteenth Amendment to Development Agreement dated December 12, 2023 (collectively, the "Development Agreement") relating to the development of approximately 4,065.2 acres of land situated in the City in a subdivision known as "Sun City Georgetown," which the same land referred to as the "Del Webb Sun City Land" in the Eighth Amendment and described by metes and bounds therein (the "Property"); and

WHEREAS, Del Webb has requested to allow for maximum building coverage of 55% and minimum lot sizes of 4,000 square feet, for the property generally located at Sun City Boulevard and State Highway 195; and

WHEREAS, the City and Del Webb wish to enter into this Fourteenth Amendment to the Developer Agreement to allow for 55 % maximum lot coverage and minimum lot sizes of 4,000 square feet at the property generally located at Sun City Boulevard and State Highway 195.

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

SECTION 1. The meeting at which this Ordinance was approved was in all things

conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551 in effect at the time of its adoption.

SECTION 2. The facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim. The City Council hereby finds that this Ordinance complies with the Vision Statement of the City of Georgetown 2030 Comprehensive Plan.

SECTION 3. The "Fourteenth Amendment to Development Agreement" concerning the Sun City subdivision, in substantially the form attached hereto as **Attachment 1,** is hereby approved by the City Council and incorporated into this Ordinance for all purposes by this reference**.**

SECTION 4. If any provision of this Ordinance or application thereof to any person or circumstance, shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are hereby declared to be severable.

SECTION 5. The Mayor is hereby authorized to execute this Ordinance and the "Fourteenth Amendment to Development Agreement" in substantially the form attached here to as **Attachment 1,** and the City Secretary to attest. The "Fourteenth Amendment to Development Agreement" and this Ordinance shall become effective in accordance with the provisions of the Charter of the City of Georgetown.

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

PASSED AND APPROVED on second reading on the ____ day of _____, 2026.

ATTEST:

_____
Robyn Densmore
City Secretary

THE CITY OF GEORGETOWN:

_____
By: Josh Schroeder
Mayor

APPROVED AS TO FORM:

_____
Skye Masson
City Attorney

2026-1-DA Sun City Development Agreement - 14th Amendment 2026-1-DA

October 27, 2026 | City Council

Item Under Consideration

2026-1-DA

- First Reading of an Ordinance approving the 14th amendment to the Sun City Texas Development Agreement, to allow for up to 55% maximum building coverage and 4,000 square feet minimum lot sizes for the Cluster Parcels Attached Single-Family Use in Sun City Neighborhood 61 -- Ryan Clark, AICP, Assistant Planning Director

Case History - DA

- Original Sun City DA approved in 1995
- 13 amendments since original DA, most recently the 13th Amendment approved in 2023
- The eight amendment, approved in 2006, provided the standards for development proposed for amendment

Case History - DA

- Proposed 14th Amendment seeks to amend two standards from the table in the eight amendment (see right)
- Building Coverage for Cluster Lots proposed to change from 50% to 55%
- Amend lot size for Cluster Lots from 5,000 square feet to 4,000

Applicable Regulations		City	Del Webb
Subdivision Regulations	34010-C Block Length along arterial	1300' min.	600' min. to be considered on plat submittal
Subdivision Regulations	34020-B Lot Dimensions	Depth/width ratio between 2.5 and 1.5	No lot depth/width ratio
Subdivision Regulations	34020-C Lot Orientation	Lots facing each other increase width for lots when side abuts rear yard	No restriction on orientation
Subdivision Regulations	34020-C Double Frontage Lots	Not permitted adjacent to collector	Permit adjacent to collector streets (no access to collectors from such lots)
UDC	6.04.010 C Double Frontage Lots	May not have frontage on two non-intersecting local or collector streets, unless access is taken from the street of the lower classification	
Subdivision Regulations	Table 34020 Lot Sizes	6,000 sq. ft. min.	4,620 sq. ft. for zero lotline lots, no more that 300 lots to be developed (12.0% of remaining lots), 5,000 sq. ft. for cluster lots, no more than 525 lots to be developed (21.0% of remaining lots).
UDC	Table 6.02.030 Housing Type Dimensional Standards	5,500 sq. ft. minimum	
Subdivision Regulations	34020-F Impervious cover	40% max. for each lot	75% for cluster lots; 75% for zero lotline lots*; 65% for single family lots. (40% max. impervious cover in overall development)
UDC	11.02.010 Impervious Cover Limitations	50% maximum up to 65% if impervious coverage waivers are met. This is calculated on a Gross Site Area	
Subdivision Regulations	34020-E Building Coverage (maximum)	30%	50% for cluster lots; 70% for zero lotline lots*; 40% for single family lots. (30% max. building coverage in overall development)

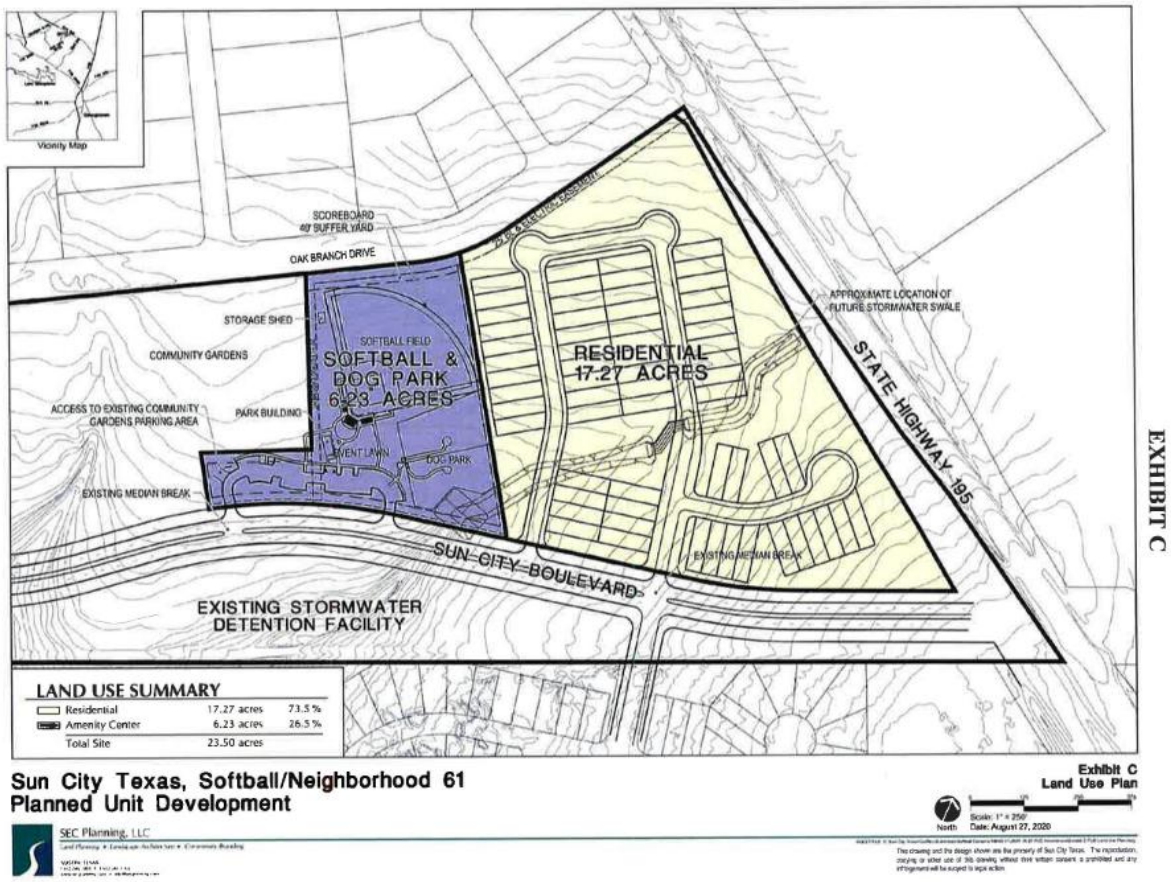
Sun City proposed Lot Development

	Sub Regs	UDC	Sun City Cluster**	Sun City Zero Lotline**	Sun City Standard
Front	25'	20'	10'	10'	20'
Rear	20'	10'	5'	5'	20'
Corner Side	25'	10'	10'	0'/10' ***	20'****
Side	5/10'	6'	5'	0'/10'	5'
Interior Side	5/10'	6'	5'	0'/10'	5'

City of Georgetown - Revised by City Council March 28, 2006 Page 8 of 9

Case History - PUD

- Neighborhood 61 was rezoned to a PUD allowing for up to 75 attached single-family homes / cluster lots in 2021
- Staff noticed during review of the Preliminary Plat that the lot sizes did not align with the approved standards from the 8th amendment
- Proposed amendment does not allow for additional lots, alter Impervious cover, alter density, setbacks, buffer requirements, etc.



First Reading of an Ordinance

- AN ORDINANCE OF THE CITY COUNCIL OF GEORGETOWN, TEXAS APPROVING THE FOURTEENTH AMENDMENT TO THE DEVELOPMENT AGREEMENT BETWEEN THE CITY AND DEL E. WEBB DEVELOPMENT CO., L.P., CONCERNING THE DEVELOPMENT OF SUN CITY, TEXAS; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

STATE OF TEXAS	§	**FOURTEENTH AMENDMENT TO**
	§	**DEVELOPMENT AGREEMENT**
COUNTY OF WILLIAMSON	§	**WITH DEL E. WEBB DEVELOPMENT**
	§	**CO., L.P., CONCERNING THE**
CITY OF GEORGETOWN	§	**DEVELOPMENT OF SUN CITY TEXAS**

This Fourteenth Amendment to the Development Agreement (the "Fourteenth Amendment") is entered into as of the Effective Date specified below, by and between the City of Georgetown, a Texas Home Rule Municipal Corporation ("City") and Del Webb Texas Limited Partnership, an Arizona limited partnership ("Del Webb").

WHEREAS, Del Webb Texas Limited Partnership, as successor in interest to Del E. Webb Development Co., L.P., and the City are parties to that certain Development Agreement Concerning Proposed Subdivision and Construction of Master Planned Community by Del E. Webb Development Co., LLP dated February 14, 1995, and amended by the First Amendment to Development Agreement dated December 12, 1995, Second Amendment to Development Agreement dated September 23, 1997, Third Amendment to Development Agreement dated November 10, 1998, Fourth Amendment to Development Agreement dated September 28, 1999, Fifth Amendment to Development Agreement dated May 24, 2000, Sixth Amendment to Development Agreement dated February 27, 2001, Seventh Amendment to Development Agreement dated June 1, 2003, Eighth Amendment to Development Agreement (the "Eighth Amendment") dated May 30, 2006, Ninth Amendment to Development Agreement (the "Ninth Amendment") dated May 3, 2009, Tenth Amendment to Development Agreement (the "Tenth Amendment") dated July 29, 2009, Eleventh Amendment to Development Agreement (the "Eleventh Amendment") dated October 27, 2014, Twelfth Amendment to Development Agreement (the "Twelfth Amendment") dated June 22, 2021, and the Thirteenth Amendment to Development Agreement (the "Thirteenth Amendment") dated December 12, 2023 (collectively, the "Development Agreement").

WHEREAS, Exhibit G to the Eighth Amendment ("Exhibit G") sets forth the Sun City Planned Unit Development Varied Standards for Subdivision Regulations and Unified Development Code.

WHEREAS, Del Webb wishes to develop the approximately 25 acre tract described by metes and bounds in Exhibit A attached hereto (the "25 Acre Tract") with slight variations to the requirements for Cluster Lots set forth in Exhibit G.

NOW, THEREFORE, for and in consideration of the promises and mutual agreements set forth therein, the City and Del Webb hereby agree as follows:

1. **Amended Exhibit G.** Exhibit G of the Eighth Amendment to Development Agreement (the "Eighth Amendment") dated May 30, 2006 is hereby amended as follows, but only with respect to the development of the 25 Acre Tract:

   a. The Cluster Lots minimum lot area is hereby reduced from 5,000 sq. ft. to 4,000 sq. ft.

b. The Cluster Lots maximum building coverage is hereby increased from 50% to 55%

2. The amended Exhibit G is attached hereto as "Exhibit B" and titled Exhibit B, formerly known as Exhibit G.

3. **Miscellaneous.** Except as expressly modified by this Fourteenth Amendment, the Development Agreement remains unchanged and in full force and effect. All capitalized terms used herein and not otherwise defined shall have the same meaning ascribed to them in the Development Agreement. This Fourteenth Amendment may be executed in multiple counterparts, each of which shall be deemed an original. The foregoing recitals to this Fourteenth Amendment are hereby found to be true and correct and are incorporated herein for all purposes.

This Fourteenth Amendment and its execution by the Mayor, Mayor Pro Tem or the City Manager was approved and authorized by the City Council of Georgetown on _____, 2026 (the "Council Approval Date"), to be effective when signed by the representatives of the parties below. This Fourteenth Amendment was SIGNED this _____ day of _____ 2026 ("Effective Date").

The City of Georgetown:

By: _____

Name: _____

Title: _____

Del Webb Texas Limited Partnership:
By: Del Webb Southwest Co.
Its: General Partner

By: _____

Name: _____

Title: _____

ATTEST:

_____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

_____
_____, City Attorney

STATE OF TEXAS §
§ ACKNOWLEDGMENT
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the _____ day of _____ 2026, by _____, a person known to me, in his/her capacity as _____ of the City of Georgetown, a Texas Home Rule Municipal Corporation, on behalf of the City of Georgetown.

_____
Notary Public in and for the State of Texas

STATE OF TEXAS §
§ ACKNOWLEDGMENT
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the _____ day of _____ 2026, by _____, as Vice President of Del Webb Southwest Co., the general partner of Del Webb Texas Limited Partnership, on behalf of said limited partnership.

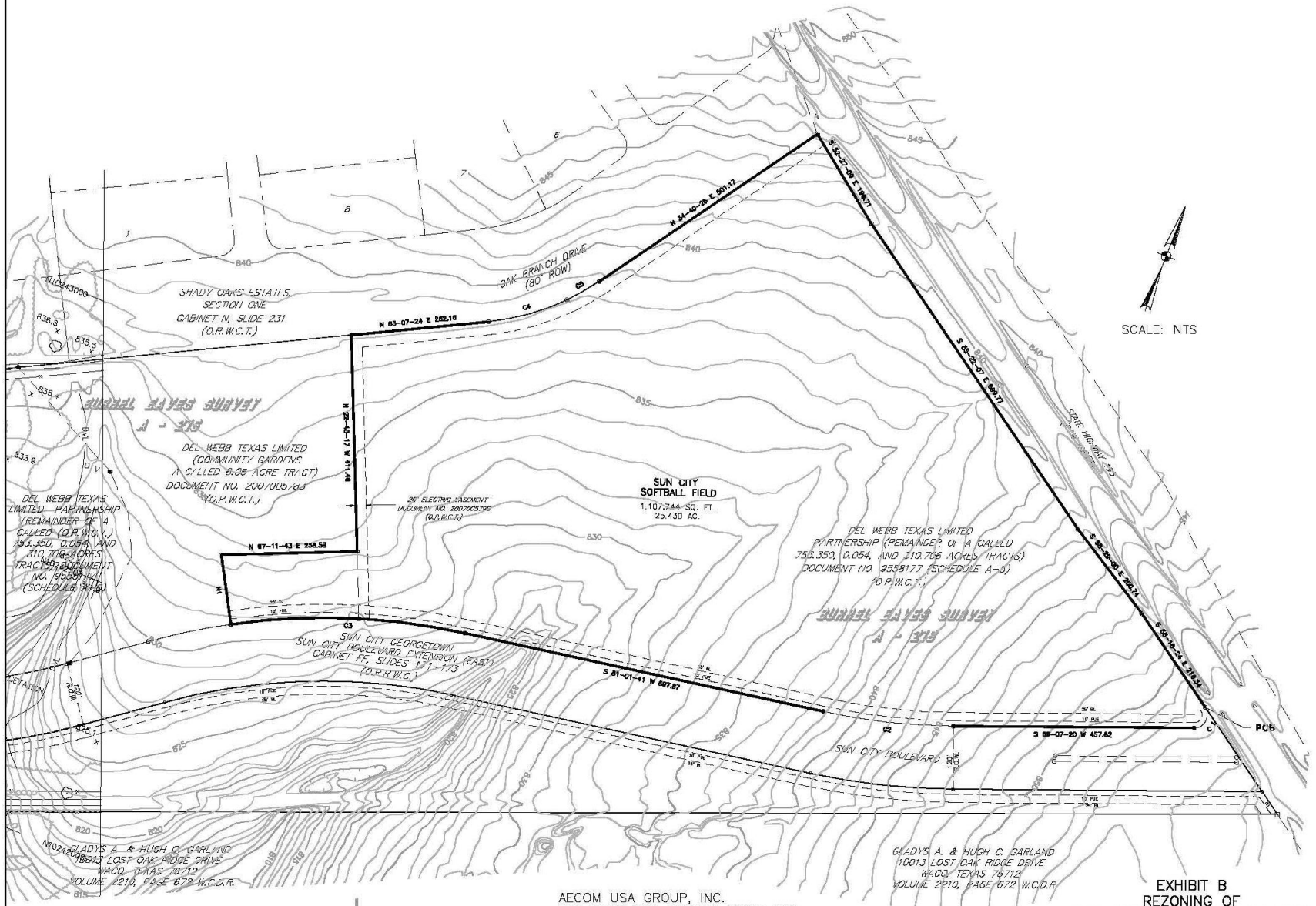
_____
Notary Public in and for the State of Texas

LIST OF EXHIBITS

Exhibit “A” The 25 Acre Tract Survey
Exhibit “B” Exhibit B, Formerly known as Exhibit G

EXHIBIT A

The 25 Acre Tract



AECOM

AECOM USA GROUP, INC.
400 WEST 15th STREET, SUITE 500
AUSTIN, TEXAS 78701
WWW.AECOM.COM
TBPE REG. NO. F-3082

EXHIBIT B
REZONING OF
SUN CITY TEXAS NEIGHBORHOOD
SIXTY-ONE PUD
PAGE 2 OF 2

EXHIBIT B

Exhibit B, Formerly known as Exhibit G

1. The standards and criteria set forth in this Exhibit G, including the additional standards in Exhibit G-1 and the roadway and utility specification in Exhibits G-2, G-3, G-4, G-5 and G-8, will be applicable to the development of the Project.

2. All streets within the Project are classified as "minor". Typical cross-sections and utility assignments for a minor arterial, a neighborhood collector, a residential collector and a local street are attached as Exhibits G-2, G-3, G-4 and G-5, respectively. Standard utility assignments for local streets are shown in the attached Exhibit G-8.

3. Del Webb is authorized to create non-standard private lots within the median of a public street to place manned entry houses or similar entry features near the entries to the Project on F.M. 2338 and on Highway 195. These entry features will eventually be located on non-standard private lots surrounded by public right-of-way and will meet the requirements of Section 24032-D of the Subdivision Regulations. The private lots need not satisfy subdivision criteria for lot size and setbacks. The street designated as Texas Drive on the preliminary plat for Phase 1 of the Project will be allowed an alternative roadway section design that will be considered during the construction plan review, and will be considered during the construction plan review, and will be subject to the approval of the Director of Community Owned Utilities.

4. The Project will include an extensive network of walking trails, bike trails and/or sidewalks.

5. The City approves the use of 6-inch diameter fire leads in dead-end conditions of less than 600 feet in length (such as cul-de-sacs). A maximum of one fire hydrant may be located on a 6-inch diameter dead-end line.

6. Water lines in dead-end conditions may be smaller than 6 inches in diameter when not required for fire protection, and in no case shall they be less than 4 inches in diameter, unless approved by the City. Fire hydrants shall not be installed on lines that are smaller than 6 inches in diameter.

7. Del Webb is authorized to create non-standard lots within the Project for open space, golf course, buffer zones, karst features, and preserve areas. Del Webb will restrict these non-standard lots from any building construction. Del Webb or its successors or assigns is responsible for maintaining these non-standard lots. 1hese non-standard lots may be final platted prior to the final platting of the adjoining streets shown on a preliminary plat.

8. The City approves block lengths that exceed the criteria for block lengths when the block includes creeks, natural drainageways, buffer zones, open spaces, and golf courses.

9. The City approves Del Webb's plans to preserve existing trees and vegetation within medians and public right-of-ways, and to supplement existing plant life with the planting of additional trees and vegetation in medians and public right-of-ways. Del Webb or its successors or assigns is responsible for landscape maintenance in medians and public right-of-ways within the Project.

10. Detailed landscape and irrigation plans for certain non-residential areas shall be required prior to detailed development plan approval and are not required prior to preliminary plat approval.

11. Detailed development plans are not required for single-family residences within the Project.

12. The City may review and approve Del Webb's detailed development plans and building permits for construction yards and construction staging areas, which are considered specially permitted uses within the R-P District of the Project, provided that Del Webb shall maintain ownership of these areas until access to these areas is provided through dedicated public right-of-way and all applicable Development Regulations have been satisfied. In lieu of meeting the landscape requirements of the Development Regulations for temporary construction yards and construction staging areas, Del Webb shall provide adequate buffering, taking into account existing vegetation and distance to residential areas from adjacent land uses, as approved by the Director of Development Services. Del Webb shall secure detailed development plans and building permits as necessary for development of the construction yards and construction staging areas. Del Webb agrees that any construction yards and construction staging areas within the Project shall not remain more than two years beyond the term of this Agreement.

13. The City approves the use of flag lots within the Project. Flag lots may utilize a 10-foot wide access or a shared 20-foot wide accessway between two lots.

14. Swimming pools constructed on residential lots shall be allowed within the required rear yard setback areas so long as they are located at least three (3) feet from the property line; no privacy fence shall be required, provided that fencing (which may be wrought iron or similar type fencing) shall be required to satisfy other city requirements regarding safety. (Added by First Amendment to Development Agreement, 1-14-96, Doc. No. 9606700).

Applicable Regulations		City	Del Webb
Subdivision Regulations	24060 Preliminary Plat Approval	Expires in 12 months	No expiration dates so long as Development Agreement in effect
UDC	3.08.050-J Preliminary Plat Approval	Expires in 18 months unless phased and each additional phase is12 months	
Subdivision Regulations	33030 (Table 33030-A) Design Standards for Streets	Median not addressed for minor arterials	Allow median
UDC	12.03.020	Median not addressed for major collectors or lower streets	
Subdivision Regulations	33030-1 Arterial Street Center Line Curve Radius	2000' min.	1200' min. with 45 m.p.h. design speed* * Sharper curve radii are approved for the F.M. 2338 entry feature area
UDC	12.03.020-82 Arterial Streets	Curves in arterial streets shall be designed in accordance with the design speed standards in AASHTO Manual	
Subdivision Regulations	33030-J Collector Street Center Line Curve Radius	600' min.	300' min with appropriate speed limit designation
UDC	12.03.020-B3 Collector Street Curves	Curves in collector streets shall be designed in accordance with the design speed standards in AASHTO Manual	
Subdivision Regulations	33030-K Local Street Curves	250' min. radius, except for loop or partial loop streets	For loop, partial loop cul-de-sac streets, minimum radius to accommodate 30 m.p.h. design speed
UDC	12.03.020-B4 Local Street Curves	Curves in local streets shall be designed in accordance with the design speed standards in AASHTO Manual	

Applicable Regulations		City	Del Webb
Subdivision Regulations	**33030-N** Dead-End Streets Cul-de-sac Length	500' maximum length	Request for 800' to be reviewed for adequate fire flows and lot size
UDC	12.03.050-C5 Dead-End Streets	Prohibited except to permit extension of the street. Temporary turn-arounds shall be required where stub exceed one lot or 100 feet in length and signs shall be provided.	
UDC	**12.03.020-B7** Cul-de-sac Length	No more than 200 ADT for any street longer than 200 feet Turn-arounds shall have a minimum paved radius of 50 feet for single-family and two-family and use 60' for other uses	
UDC	12.03.030 Local Street Connectivity Requirements	Requires interconnected street system to provide for adequate access for emergency and service vehicles; enhance walkability by ensuring connected transportation routes	Five total access points shall be provided which are: 1. Del Webb Blvd at Williams Drive 2. Sun City Blvd at SH 195 3. Sun City Blvd at Ronald Reagan Blvd. 4. The local street designated as West Majestic Oak Lane in preliminary plat of Woodland Park West subdivision will be connected to a local street within Neighborhood 51; and 5. Oak Branch Dr. in Shady Oaks subdivision will be connected to Sun City Blvd as a local street.
UDC	12.03.040 Collector Street Connectivity Requirements	All collector-designated streets shall connect on both ends to an existing or planned collector or hiaher-level street.	Collector streets may terminate into local streets. Capacity requirements for collectors are met.

Applicable Regulations		City	Del Webb
UDC	Table 12.03.030 Street Connectivity Computation	Requires a connectivity ratio of 1.20	Waived in its entirety.
UDC	12.03.050-83 Required Subdivision Access Points	Subdivisions of 300 lots or greater shall be required to provide four or more access points to the existing or proposed public roadway system	Five total access points shall be provided which are: 1. Del Webb Blvd at Williams Drive 2. Sun City Blvd at SH 195 3. Sun City Blvd at Ronald Reagan Blvd. 4. The local street designated as West Majestic Oak Lane in preliminary plat of Woodland Park West subdivision will be connected to a local street within Neighborhood 51; and 5. Oak Branch Dr. in Shady Oaks subdivision will be connected to Sun City Blvd as a local street.
UDC	12.03.050-C Relation to Adjoining Street Systems	Provide connectivity to other neighborhoods existing streets in adjacent or adjoining areas shall be continued in the new development in alignment therewith	Five total access points shall be provided which are: 1. Del Webb Blvd at Williams Drive 2. Sun City Blvd at SH 195 3. Sun City Blvd at Ronald Reagan Blvd. 4. The local street designated as West Majestic Oak Lane in preliminary plat of Woodland Park West subdivision will be connected to a local street within Neighborhood 51; and 5, Oak Branch Dr. in Shady Oaks subdivision will be connected to Sun City Blvd as a local street.
UDC	12.03.020 Landscape Easement Table and Diagram	A 5' landscape easement will be required along all Rights of Way (ROW)	Will provide open space lots preserving trees.
UDC	8.03 Street Trees	Street trees will be located in the landscape easement planted at one tree for every 50 feet	Will provide open space lots preserving trees.

Applicable Regulations		City	Del Webb
Subdivision Regulations	34020 E Easements	10' P.U.E. for all lots adjacent to public Rights of Way (ROW).	10' P.U.E. not required on minor arterial and neighborhood collector due to extra R.O.W. provided. Additional easements for electric service will be provided.
UDC	13.04.060 Easements	10' PUE required along all Rights of Way (ROW)	
UDC	13.02 Open Space	Parkland is required at a ratio of one acre for every 50 lots, fees are currently 250 per unit	Pay 1/2 of the required fees at the time of platting and get credit for open space, trails, and golf course for the other half of required parkland
Subdivision Regulations	33030-N Average Daily Trips on Cul-de-sac	200 Average Daily Trips (ADT)	No maximum
UDC	12.03.020B7b Permitted Cul-de-sacs	200 Average Daily Trips (ADT)	
Subdivision Regulations	33030-U (Table 33030-C) Street Lighting Standards	320 foot spacing	Along arterials and neighborhood collectors, placed at 320' intervals. In addition, street lights at intersections and at end of cul-de-sacs *over* 500' in length. Additional requested street lighting may be installed in the future at no expense to the City.
UDC	13.07.020 Street Lighting Standards	Required at all intersections and at 300 foot intervals	
Subdivision Regulations	33030-X Pedestrian Circulation/Sidewalks	Both sides of Arterials; one-side of collectors	Sidewalks on both sides or 8' wide sidewalks on one side for arterials and neighborhood collectors. No sidewalks required for residential collectors or local streets. A Sidewalk along F.M. 2338 may be deferred until F.M. 2338 is widened at entry area or for ten (10) years from the date of approval of this Agreement by the City, whichever first occurs.
UDC	12.02.020 Sidewalk General Requirements	Both sides of all streets, as needed to provide access to commercial, employment areas, parks, greenways or streets	
Subdivision Regulations	33043 Spacing Between Driveways for Residential	125' min on collectors	No limit on residential collectors
	12.03.010-D5 Spacing Between Driveways for Residential	125' min on residential collectors	

Applicable Regulations		City	Del Webb
Subdivision Regulations	33043 Spacing Between Driveways for Non-residential	300' min on minor arterials	120' on minor arterials at golf course clubhouses
UDC	12.03.020 Spacing Between Driveways on Non-residential	Driveway separation based on posted speed of roadway	
Subdivision Regulations	33044 Spacing Between Driveways and Intersections for Residential Streets	60' min. on local streets	50' min. on local streets on same side as corner
UDC	12.03.010-C Spacing Between Driveways and Intersections *for* Local Streets	Separation from the corner no less than 50 feet	
Subdivision Regulations	33044 Spacing Between Driveways and Intersections	75' min. on collectors	50' min. on residential collectors on same side as corner
UDC	12.03.010-D Spacing Between Driveways and Intersections for Collector Streets	Separation from the corner no less than 125 feet	
Subdivision Regulations	33051-A General Design Standards/Off-Street Parking	Off-street parking spaces located behind front building	At Phase 1 clubhouses and sales pavilion, the City staff will work with Der Webb to achieve an optimum balance between the 25' front building line setback requirement and the preservation of tree and karst features.
UDC	6.03.040 Non Residential Lot Dimensions	Off-street parking spaces for non-residential uses are not allowed in the front setback only the side and rear of contiguous uses	
Subdivision Regulations	33056 Basic Off-Street Loading Regulations	1 space/buildings 5,000-19,000sq. ft.	1 space minimum/buildings over 5,000 sq.ft. with full food and beverage service.
UDC	9.05-C Off-Street Loading	As needed and will be the minimum size of 12 feet by 54 feet	
Subdivision Regulations	33057 (Table 33057) Parking Facilities Design	For parking pattern of 54°-74°, 22' two-way lane width; 9' (8.5') parking space width; 21' (16.5') parking space length For parking patterns of 54°-90°, landscaped islands not addressed	For parking patter on 54°-74°, 24' two-way lane width; average 9.5' parking space width; 20' parking space length For parking patterns of 54°-90°, parking spaces adjacent to landscaped islands may be 18' long
UDC	9.03.020 Parking Space and Parking Lot Design	All spaces shall be 9 feet by 18 feet and drive aisles must be 26 feet one way drive aisle widths vary on degree of parking	

Applicable Regulations		City	Del Webb
Subdivision Regulations	34010-C Block Length along arterial	1300' min.	600' min. to be considered on plat submittal
Subdivision Regulations	34020-B Lot Dimensions	Depth/width ratio between 2.5 and 1.5	No lot depth/width ratio
Subdivision Regulations	34020-C Lot Orientation	Lots facing each other increase width for lots when side abuts rear yard	No restriction on orientation
Subdivision Regulations	34020-C Double Frontage Lots	Not permitted adjacent to collector	Permit adjacent to collector streets (no access to collectors from such lots)
UDC	6.04.010-C Double Frontage Lots	May not have frontage on two non-intersecting local or collector streets, unless access is taken from the street of the lower classification	
Subdivision Regulations	Table 34020 Lot Sizes	6,000 sq. ft. min.	4,620 sq. ft. for zero lotline lots, no more that 300 lots to be developed (12.0% of remaining lots), 4,000 sq. ft. for cluster lots, no more than 525 lots to be developed (21.0% of remaining lots).
UDC	Table 6.02.030 Housing Type Dimensional Standards	5,500 sq. ft. minimum	
Subdivision Regulations	34020-E Impervious cover	40% max. for each lot	75% for cluster lots; 75% for zero lotline lots*; 65% for single family lots. (40% max. impervious cover in overall development)
UDC	11.02.010 Impervious Cover Limitations	50% maximum up to 65% if impervious coverage waivers are met. This is calculated on a Gross Site Area	
Subdivision Regulations	34020-E Building Coverage (maximum)	30%	55% for cluster lots; 70% for zero lotline tots*; 40% for single family lots. (30% max. building coverage in overall development)

Sun City proposed Lot Development

	Sub Regs	UDC	Sun City Cluster**	Sun City Zero Lotline**	Sun City Standard
Front	25'	20'	10'	10'	20'
Rear	20'	10'	5'	5'	20'
Corner Side	25'	10'	10'	0'/10' ***	20' ****
Side	5/10'	6'	5'	0'/10'	5'
Interior Side	5/10'	6'	5'	0'/10'	5'

*Cluster homes (lots) are detached or attached, single-family product aimed at a market segment seeking a smaller lot with less yard maintenance, but not necessarily at the sacrifice of a larger home. The setbacks for the Cluster Lots have been established to create a pedestrian scaled street scene and more clustered relationship between adjoining homes. Surrounding open space will offset the 'increased impervious and building coverage for individual lots. *(Revised by Eighth Amendment to Development Agreement, ----□Doc. No. _____.)*

*Zero Lotline homes (lots) are detached, single-family product aimed at a market segment seeking a smaller lot not at the sacrifice *of* a larger home. The homes will be oriented towards the side yard area, create unique outdoor living areas. Surrounding open space will offset the increased impervious and building coverage for individual Jots. *(Added by Eighth Amendment to Development Agreement, ----□Doc. No. _____.)*

****Neighborhoods 1 through 10 and Neighborhood 12A.** For all residential properties within Neighborhoods 1 through 10 and Neighborhood 12A of Sun City Georgetown, as reflected in the final plats of such neighborhoods recorded in the Official Records of Williamson County, setback distances are to be measured to the outside face of the studs of the framed walls and any structural component, i.e. planter boxes that are constructed from the foundation up or along the face of the exterior wall surface into required front yards.

****All Neighborhoods Finally Platted Subsequent to Neighborhood 12A.** For residential properties within all other neighborhoods to be platted other than neighborhoods 1 through 10 and Neighborhood 12A, setback distances are to be measured in accordance with the City of Georgetown development standards in effect as of July 7, 1997, i.e. measured to the exterior face of the completed, finished wall to include stucco, brick, rock, man-made rock, wood siding and any structural component that is to be constructed from the foundation up or along the exterior wall surface. The roof overhang shall not extend more than twelve inches (12") into a required yard and ornamental features, i.e. planter boxes may be allowed up to twelve inches (12") into a required front yard as long as they are attached to the exterior wall and not an integral part of the wall starting with construction from the foundation. This measurement of setback distances should maintain consistency with the Zoning Ordinance of the City of Georgetown. *(Added by Second Amendment to*

Develop1nent Agreement, 9/23197, Doc. No. 9743888.) Air conditioning units are permitted within side lot setbacks.

***l0' on street side to provide P.U.E. standards set above. *(Added by Eighth Amendment to Development Agreement, _____, Doc. No. ___.)*

***Note: On back-to-back corner lots only, 15' setback is allowed on secondary front setbacks. Driveways on back-to-back corner lots must take access from the 20' front yard.

34 PGS

STATE OF TEXAS	§	**EIGHTH AMENDMENT TO**
	§	**DEVELOPMENT AGREEMENT**
COUNTY OF WILLIAMSON	§	**WITH DEL E. WEBB DEVELOPMENT**
	§	**CO., L.P., CONCERNING THE**
CITY OF GEORGETOWN	§	**DEVELOPMENT OF SUN CITY TEXAS**

This Eighth Amendment to Development Agreement (the "Eighth Amendment") is entered into as of the Effective Date specified below, by and between the City of Georgetown, a Texas Home Rule Municipal Corporation ("City") and Del Webb Texas Limited Partnership, an Arizona limited partnership ("Del Webb").

WHEREAS, Del Webb Texas Limited Partnership, as successor in interest to Del E. Webb Development Co., L.P., and the City are parties to that certain Development Agreement Concerning Proposed Subdivision and Construction of Master Planned Community by Del E. Webb Development Co., LLP dated February 14, 1995, and amended by the First Amendment to Development Agreement dated December 12, 1995, Second Amendment to Development Agreement dated September 23, 1997, Third Amendment to Development Agreement dated November 10, 1998, Fourth Amendment to Development Agreement dated September 28, 1999, Fifth Amendment to Development Agreement dated May 24, 2000, Sixth Amendment to Development Agreement dated February 27, 2001 and Seventh Amendment to Development Agreement (the "Seventh Amendment") dated June 1, 2003 (collectively, the "Development Agreement").

WHEREAS, under the Seventh Amendment, the City and Del Webb reduced the City's commitment of water and wastewater capacity for the Project in the Development Agreement to the capacity required for 5,000 age restricted units and addressed the remainder of the water and wastewater capacity for any greater number of residential units above 5,000 units in a separate Water and Wastewater Agreement;

WHEREAS, since the time of the Seventh Amendment, Del Webb has closed on a sale of 1,202.68 acres (the "Northern Lands" or the "Released Lands" described by metes and bounds on *Exhibit "C"*) to another owner, and both Del Webb and the new owner of the 1,202.68 acres desire to remove the 1,202.68 acres of land from the Seventh Amended Concept Plan as well as from the Development Agreement; and

WHEREAS, Del Webb has developed or is the owner of 4,065.2 acres of land that is described by metes and bounds on *Exhibit "A"* and shown by sketch on *Exhibit "A-1"* which land is referred to herein as **Del Webb Sun City Land**; and

WHEREAS, the City and Del Webb wish to enter this Eighth Amendment to remove 1,202.68 acres of land from the Concept Plan, the Development Agreement, and the Project; address the water and wastewater capacity necessary for an additional 2,500 age-restricted residential units; ; address the payment of SIP Fees by Del Webb for said additional 2,500 age-restricted residential units; set the "build-out" at 7,500 age-restricted residential units on the Del Webb Sun City Land; terminate the Water and

Wastewater Agreement; revise the PUD Standards applicable to the Del Webb Sun City Land; and to further amend the Development Agreement as set forth below;

WHEREAS, the City and Del Webb also desire to clarify that the term "Project" shall mean an age restricted (age 55 and older) master planned residential development consisting of 7,500 age-restricted residential units and associated recreational and support facilities situated on Del Webb Sun City Land that is in compliance and consistent with the Development Agreement, this Eighth Amendment, the Eighth Amended Concept Plan, the City's Century Plan, and any final plats for all or a portion of said 4,065.2 acres of land.

NOW, THEREFORE, for and in consideration of the promises and mutual agreements set forth therein, the City and Del Webb hereby agree as follows:

1. **Revised SIP Fee for 5,001st – 7,500th Unit**. For each residential unit building permit within the Del Webb Sun City Land, beginning with the 5,001st residential unit and continuing up to the 7,500th residential unit, Del Webb agrees to pay the following:

A. a water/wastewater SIP Fee equal to Five Thousand, Five Hundred and Five Dollars ($5,505), less a credit for Stranded Costs paid pursuant to the Seventh Amendment equal to Two Thousand Nine Hundred and Sixty Eight Dollars ($2,968), for a net water/wastewater SIP Fee equal to Two Thousand Five Hundred and Thirty Seven Dollars ($2,537);

B. *plus* a Fire SIP Fee equal to Six Hundred and Thirty Dollars ($630);

C. *plus* a parkland fee equal to one-half of the City's standard parkland fee in effect at the time Del Webb requests the building permit, with Del Webb's one-half share being currently equal to One Hundred and Twenty Five Dollars ($ 125),

Resulting in a total combined SIP Fee paid by Del Webb equal to Three Thousand, Two Hundred and Ninety Two Dollars ($ 3,292) per residential unit building permit, subject to future adjustments of the parkland fee component as specified in sub-paragraph C above. Del Webb's obligation to pay the SIP Fee specified in the Seventh Amendment through the 5,000th residential unit is not modified or amended by this Eighth Amendment.

2. **Acceleration of Del Webb's Obligation to Pay Stranded Costs**. Del Webb agrees to pay the remaining principal amount of the Stranded Costs Fees due under Paragraph 2 of the Seventh Amendment within forty-five (45) days after the date the Effective Date of this Agreement, which payment shall be calculated in accordance with Paragraph 3.C. of the Seventh Amendment. Upon Del Webb's payment of the remaining Stranded Costs Fees, the City shall return to Del Webb the Fiscal Assurance for Stranded Costs previously delivered by Del Webb to the City and Del Webb shall have no further obligation in relation to the Stranded Costs or any fiscal surety posted in connection therewith.

3. Potable Water, Non-Potable Water, and Wastewater Treatment Capacity; Traffic Impact Analysis Mitigation Plan. Paragraph 5 of the Seventh Amendment is hereby deleted and substituted in its entirety with the following:

Del Webb and the City have agreed that the estimated total needs for the 7,500 age restricted units on the Del Webb Sun City Land are as follows:

Potable Water: 3,845 Acre Feet per Year

Non Potable Water: 3,895 Acre Feet per Year

Wastewater: 1.88 Million Gallons per Day
(*based on 7,500 age restricted units at 140 gallons per day per connection and a 1.2 monthly flow peaking factor and a 30-day average*).

The City agrees to make the foregoing available to Del Webb for the Del Webb Sun City Land as and when the SIP Fees required to be paid under the Seventh Amendment and the Eighth Amendment are paid by by Del Webb, which obligation is conditioned only on the requirement that Del Webb be in compliance with the terms of the Development Agreement and this Eighth Amendment, including the obligation to pay SIP Fees as when required to be paid under the Seventh Amendment and the Eighth Amendment. In no event will Del Webb have any obligation to pay or reimburse the City for any offsite utilities or infrastructure in connection with such utility capacity or to pay any impact fees, except for Del Webb's obligation to pay the SIP Fees and Stranded Costs Fees specified in the Seventh and Eighth Amendment, and Del Webb's obligation to make or pay for its pro rata share of the improvements required in the Traffic Impact Analysis Mitigation Plan approved by the City in connection with this Eighth Amendment (the "8th Amendment TIA"). Del Webb will pay its pro rata share specified in the 8th Amendment TIA for each such improvement in the same City fiscal year that the construction of such improvement is funded in a City budget, provided that within thirty (30) days after the City's approval of the final plat for the last neighborhood of the Del Webb Sun City Land, Del Webb will pay its pro rata share of any remaining improvements not yet paid for. In no event will Del Webb's total obligation exceed the amount specified in the 8th Amendment TIA. In no event will the City have any obligation to provide additional utility capacity to Del Webb for the Del Webb Sun City Land.

4. Eighth Amended Concept Plan. On March 28, 2006, the City Council approved Del Webb's application for an **Eighth Amended Concept Plan**, attached hereto as *Exhibit "B"* for 4,065.2 acres of land. The Eighth Amended Concept Plan is hereby substituted as the Concept Plan under the Development Agreement in lieu of the Seventh Amended Concept Plan. The City agrees that the Development Regulations applicable to the development of an age-restricted community (age 55 and over) consisting of 7,500 residential units on the Del Webb Sun City Land remain identical to those in effect as of the date Del Webb submitted its application for the Sixth Amended Concept Plan, except as modified by Paragraphs 7 and 8 below.

5. **Release of Land from Development Agreement**. All land not included within the Eighth Amended Concept Plan, including the 1,202.68 acres described in *Exhibit "C"* attached hereto, is hereby released from the Development Agreement, the Concept Plan, and from the Project. In the event Del Webb reacquires title to such land, then Del Webb agrees that it shall have no rights under the Development Agreement, the Concept Plan, or any of amendments thereto, to develop such reacquired land, and that such rights, if any, shall be as provided in the City's Unified Development Code and all other applicable City ordinances, policies, regulations, and requirements all as in effect at the time of submittal of an application for development of any said reacquired (or other) lands.

6. **Termination of Water and Wastewater Agreement.** The Water and Wastewater Agreement by and between Del Webb and the City, dated June 1, 2003 is hereby terminated and of no further force or effect, provided that in the event the owner of the Northern Lands does not receive City approval of its pending application for the Northern Lands known as "Application No. CPA-2006-002 filed on February 17, 2006 for a Century Plan Amendment to change the proposed land use from Residential and Williams Drive Mixed Use to Office/Retail/Commercial, Residential and Mixed Use and Intensity Levels from 2 to Level 3 (1,828 acres), Level 4 (213 acres), and Level 5 (290 acres) for the Northern Lands" within sixty (60) days of this Agreement, then the City will allow Del Webb to assign to the owner of the Northern Lands the remaining rights and duties set forth in the Water and Wastewater Agreement after subtracting from the Water and Wastewater Agreement the marginal increase in potable water, non-potable water and wastewater commitments contained in this Eighth Amendment, as compared to the potable water, non-potable water and wastewater commitments contained in the Seventh Amendment. It is agreed that the remaining capacity that may be assigned to the owner of the Northern Lands is 220 acre feet of potable water, 148 acre feet of non-potable water, and 0 (zero) MGD for wastewater under Paragraph 1 of the Water and Wastewater Agreement, plus the "Additional Supply" established in Paragraph 2 of the Water and Wastewater Agreement, subject to the rates and other terms and conditions of the Water and Wastewater Agreement. Paragraph 4.B of the Seventh Amendment is hereby deleted and of no further force or effect.

7. **Amendment to PUD Standards**. *Exhibit "G"* to the Development Agreement is hereby amended to revise the standards applicable to Cluster (Garden) and Zero Lot Line homes. The new *Exhibit "G"* is attached hereto and replaces the prior *Exhibit "G"* in its entirety.

8. **Connectivity**. The connectivity requirements of both the Subdivision Regulations and the Unified Development Code applicable to development of the Del Webb Sun City Lands shall be varied/waived as shown on the attached *Exhibit "G."* Paragraph 9 of the Seventh Amendment is hereby deleted and of no further force or effect.

9. **Second Fire Station Site**. Del Webb agrees to donate to the City approximately two (2) acres of land for a second fire station within the Del Webb Sun City Lands in the approximate location shown on the 8th Amended Concept Plan and having driveway

access to a public street. Del Webb further agrees to construct an emergency access road connecting the fire station to the Northern Lands in a manner that meets the City's construction standards, and to dedicate the emergency access road to the City upon completion of construction and acceptance of the emergency access road by the City. The land for the fire station site shall be conveyed to the City by Special Warranty Deed no later than the date that the 6,000th residential unit receives a building permit, and Del Webb shall complete construction of the emergency access road to the Northern Lands on or before the date that the developer of the Northern Lands completes the construction of the public street to which such emergency access road will have access. The emergency access road connecting the fire station site to the Northern Lands shall be limited to use only by emergency service vehicles and shall be designed and constructed so as to physically discourage use by non - emergency vehicles.

10. Miscellaneous. Except as expressly modified by this Eighth Amendment, the Development Agreement (including but not limited to the Seventh Amendment) remains unchanged and in full force and effect. All capitalized terms used herein and not otherwise defined shall have the same meaning ascribed to them in the Development Agreement. This Eighth Amendment may be executed in multiple counterparts, each of which shall be deemed an original. The foregoing recitals to this Eighth Amendment are hereby found to be true and correct and are incorporated herein for all purposes.

This Eighth Amendment and its execution by the Mayor, Mayor Pro Tem or the City Manager or was approved and authorized by the City Council of Georgetown on March 28, 2006 (the "Council Approval Date"), to be effective when signed by the representatives of the parties below. This Eighth Amendment was SIGNED this 30th day of May, 2006 ("Effective Date").

The City of Georgetown:

Doug Smith, Mayor Pro Tem

ATTEST:

~~Sandra Lee~~ Shirley J. Rinn
City Secretary, Deputy

APPROVED AS TO FORM:

Patricia E. Carls, Brown & Carls, LLP
City Attorney

Del Webb Texas Limited Partnership:
By: Del Webb Southwest Co.
Its: General Partner

Gary Newman, Vice President

ATTEST:

Todd Janssen, Vice President

APPROVED AS TO FORM:

Phillip Schmandt, Esquire with permission by Greg Chavers, Esq.

STATE OF TEXAS §
§ ACKNOWLEDGMENT
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the 30th day of May, 2006, by Doug Smith, a person known to me, in his capacity as Mayor Pro Tem of the City of Georgetown, a Texas Home Rule Municipal Corporation, on behalf of the City of Georgetown.

SHIRLEY J. RINN
Notary Public, State of Texas
My Commission Expires
May 26, 2009

Notary Public in and for the State of Texas

STATE OF TEXAS §
§ ACKNOWLEDGMENT
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the 28th day of April, 2006, by Gary Newman, as Vice President of Del Webb Southwest Co., the general partner of Del Webb Texas Limited Partnership, on behalf of said limited partnership.

KELLIE L. CRAFT
NOTARY PUBLIC
STATE OF TEXAS
EXPIRES
8-31-2008

Notary Public in and for the State of Texas

AFTER RECORDING:
PLACE IN CITY OF GEORGETOWN BOX

LIST OF EXHIBITS

Exhibit "A" Metes and Bounds Description of Del Webb Sun City Land

Exhibit "A-1" Sketch of Del Webb Sun City Land

Exhibit "B" Eighth Amended Concept Plan

Exhibit "C" Released Lands – Northern Lands

Exhibit "G" Replacement Exhibit G

EXHIBIT
A

METES AND BOUNDS DESCRIPTION
CONTAINING 4,069.55 acres (177,269,632 Square Feet)
WILLIAMSON COUNTY, TEXAS

BEING 4,069.55 acres of land situated in the Frederick Foy Survey, Abstract No. 229, Burrell Eaves Survey, Abstract No. 216, Williams Roberts Survey, Abstract No. 524, Mary Ann Lewis, Abstract No. 524, L. M. Russell Survey No. 537, Abstract No. Daniel Monroe Survey, Abstract No. 450, Amber Short Survey, Abstract No. 598, R. T. Jenkins Survey, Abstract No.360, W.G. Wilkinson Survey, Abstract No. 671, George Thomas Survey, Abstract No. 792 and Issac Jones Survey, abstract No. 361 in Williamson County, Texas. Said 4,069.55 acre tract being more particularly described by metes and bounds as follows with all bearings being referenced to the Texas State Plane Coordinate System, Texas Central Zone, NAD 83/93 HARN Datum with distances converted to surface by a combined scale factor of 1.000143965:

BEGINNING at a 1/2-inch iron rod found in the South line of a called 1,016.527 acre tract conveyed to Somerset Hills, LTD, by instrument recorded in Document Number 2004098880 of the Official Deed records of the Williamson County Deed Records (W.D.P.R.). Said point also being the northwest corner hereof;

(L-1) THENCE, N 11°53'59" E a distance of 223.65 feet to a point for corner;

(L-2) THENCE, S 78°06'01" E a distance of 185.40 feet to a point for corner;

(L-3) THENCE, N 73°35'33" E a distance of 727.58 feet to a point for corner;

(L-4) THENCE, N 52°15'47" E a distance of 376.23 feet to a point for corner;

(L-5) THENCE, N 78°52'59" E a distance of 837.37 feet to a point for corner;

(L-6) THENCE, S 88°29'03" E a distance of 500.70 feet to a point for corner;

(L-7) THENCE, N 57°04'00" E a distance of 128.67 feet to a point for corner;

(L-8) THENCE, N 12°52'57" E a distance of 1053.52 feet to a point for corner;

(L-9) THENCE, N 32°30'58" E a distance of 254.46 feet to a point for corner;

(L-10) THENCE, N 50°22'57" E a distance of 274.51 feet to a point for corner;

(L-11) THENCE, N 71°30'40" E a distance of 966.74 feet to a point for corner;

(L-12) THENCE, N 85°34'49" E a distance of 609.70 feet to a point for corner;

(L-13) THENCE, N 43°03'51" E a distance of 240.85 feet to a point for corner;

(L-14) THENCE, N 17°32'57" E a distance of 1074.22 feet to a point for corner;

(L-15) THENCE, N 48°34'12" E a distance of 616.63 feet to a point for corner;

(L-16) THENCE, N 42°34'54" E a distance of 230.84 feet to a point for corner;

(L-17) THENCE, N 00°09'02" E a distance of 191.74 feet to a point for corner;

(L-18) THENCE, N 18°52'03" E a distance of 97.56 feet to a point for corner;

(L-19) THENCE, N 60°40'57" E a distance of 124.39 feet to a point for corner;

(L-20) THENCE, N 69°02'34" E a distance of 66.94 feet to a point for corner;

(L-21) THENCE, N 08°31'40" W a distance of 707.01 feet to a point for corner at the beginning of a curve to the left;

(C-1) THENCE, 2326.28 feet continuing along the arc of said curve to the left having a Delta of 21°44'35", a Radius of 6130.00 feet and a Chord Bearing N 72°59'12" E, 2312.34 feet to a point for corner;

(L-22) THENCE, S 44°00'37" W a distance of 183.43 feet to a point for corner;

(L-23) THENCE, S 72°59'37" W a distance of 158.41 feet to a point for corner;

(L-24) THENCE, S 01°47'23" E a distance of 37.03 feet to a point for corner;

(L-25) THENCE, N 84°03'10" W a distance of 16.18 feet to a point for corner;

(L-26) THENCE, S 05°54'37" W a distance of 25.07 feet to a point for corner;

(L-27) THENCE, S 19°20'56" E a distance of 90.90 feet to a point for corner;

(L-28) THENCE, S 17°05'19" E a distance of 287.20 feet to a point for corner;

(L-29) THENCE, S 36°10'25" E a distance of 547.35 feet to a point for corner;

(L-30) THENCE, S 42°25'25" E a distance of 451.87 feet to a point for corner;

(L-31) THENCE, S 53°05'25" E a distance of 449.87 feet to a point for corner;

(L-32) THENCE, S 58°25'25" E a distance of 310.91 feet to a point for corner;

(L-33) THENCE, S 53°30'25" E a distance of 374.90 feet to a point for corner;

(L-34) THENCE, S 55°57'51" E a distance of 830.49 feet to a point for corner;

(L-35) THENCE, S 22°43'42" E a distance of 994.94 feet to a point for corner;

(L-36) THENCE, S 03°34'43" E a distance of 1236.14 feet to a point for corner;

(L-37) THENCE, N 87°06'15" E a distance of 365.78 feet to a point for corner;

(L-38) THENCE, N 88°24'44" E a distance of 872.17 feet to a point for corner;

(L-39) THENCE, S 24°09'15" E a distance of 98.13 feet to a point for corner;

(L-40) THENCE, N 86°23'39" E a distance of 507.39 feet to a point for corner;

(L-41) THENCE, N 86°48'17" E a distance of 924.87 feet to a point for corner;

(L-42) THENCE, N 83°55'36" E a distance of 506.87 feet to a point for corner;

(L-43) THENCE, N 71°19'28" E a distance of 174.13 feet to a point for corner;

(L-44) THENCE, N 66°30'20" E a distance of 652.57 feet to a point for corner;

(L-45) THENCE, N 68°15'35" E a distance of 871.64 feet to a point for corner;

(L-46) THENCE, N 68°27'10" E a distance of 999.10 feet to a point for corner;

(L-47) THENCE, S 21°30'36" E a distance of 123.12 feet to a point for corner;

(L-48) THENCE, N 75°26'42" E a distance of 333.66 feet to a point for corner;

(L-49) THENCE, N 40°52'52" E a distance of 56.41 feet to a point for corner;

(L-50) THENCE, N 21°30'40" W a distance of 137.63 feet to a point for corner;

(L-51) THENCE, N 68°27'10" E a distance of 1074.72 feet to a point for corner;

(L-52) THENCE, N 68°33'49" E a distance of 955.55 feet to a point for corner;

(L-53) THENCE, N 62°59'52" E a distance of 1516.12 feet to a point for corner;

(L-54) THENCE, N 48°55'02" E a distance of 232.47 feet to a point for corner;

(L-55) THENCE, N 34°40'26" E a distance of 501.17 feet to a point for corner;

(L-56) THENCE, S 52°27'09" E a distance of 199.71 feet to a point for corner;

(L-57) THENCE, S 55°22'07" E a distance of 699.77 feet to a point for corner;

(L-58) THENCE, S 58°29'00" E a distance of 200.74 feet to a point for corner;

(L-59) THENCE, S 55°18'24" E a distance of 462.28 feet to a point for corner;

(L-60) THENCE, S 68°50'11" W a distance of 4216.69 feet to a point for corner;

(L-61) THENCE, S 21°09'59" E a distance of 1433.34 feet to a point for corner;

(L-62) THENCE, S 21°23'39" E a distance of 2419.45 feet to a point for corner;

(L-63) THENCE, S 21°38'18" E a distance of 842.34 feet to a point for corner;

(L-64) THENCE, S 19°10'11" E a distance of 375.79 feet to a point for corner;

(L-65) THENCE, S 21°30'55" E a distance of 1192.91 feet to a point for corner;

(L-66) THENCE, N 69°42'47" E a distance of 646.95 feet to a point for corner;

(L-67) THENCE, S 21°11'17" E a distance of 1760.32 feet to a point for corner;

(L-68) THENCE, S 67°26'17" W a distance of 810.83 feet to a point for corner;

(L-69) THENCE, S 18°57'19" E a distance of 424.09 feet to a point for corner;

(L-70) THENCE, S 70°51'53" W a distance of 4518.17 feet to a point for corner;

(L-71) THENCE, N 51°28'09" W a distance of 237.51 feet to a point for corner;

(L-72) THENCE, S 57°24'53" W a distance of 1159.66 feet to a point for corner;

(L-73) THENCE, S 22°19'40" E a distance of 167.96 feet to a point for corner;

(L-74) THENCE, S 63°05'26" W a distance of 593.28 feet to a point for corner;

(L-75) THENCE, S 83°49'30" W a distance of 401.77 feet to a point for corner;

(L-76) THENCE, S 80°31'30" W a distance of 118.55 feet to a point for corner;

(L-77) THENCE, S 58°35'30" W a distance of 58.49 feet to a point for corner;

(L-78) THENCE, S 28°06'30" W a distance of 81.94 feet to a point for corner;

(L-79) THENCE, S 12°36'30" W a distance of 70.65 feet to a point for corner;

(L-80) THENCE, S 31°55'30" W a distance of 72.58 feet to a point for corner;

(L-81) THENCE, S 02°56'30" E a distance of 66.91 feet to a point for corner;

(L-82) THENCE, S 20°00'30" E a distance of 59.51 feet to a point for corner;

(L-83) THENCE, S 11°29'30" E a distance of 135.80 feet to a point for corner;

(L-84) THENCE, S 06°04'30" E a distance of 125.11 feet to a point for corner;

(L-85) THENCE, S 05°04'30" W a distance of 111.87 feet to a point for corner;

(L-86) THENCE, S 13°14'30" W a distance of 44.60 feet to a point for corner;

(L-87) THENCE, S 68°38'37" W a distance of 5755.37 feet to a point for corner;

(L-88) THENCE, N 29°40'21" W a distance of 25.50 feet to a point for corner;

(L-89) THENCE, N 34°23'06" W a distance of 190.54 feet to a point for corner;

(L-90) THENCE, N 40°25'06" W a distance of 188.06 feet to a point for corner;

(L-91) THENCE, S 69°03'37" W a distance of 516.70 feet to a point for corner at the beginning of a curve to the right;

(C-2) THENCE, 851.37 feet continuing along the arc of said curve to the left having a Delta of 17°15'21", a Radius of 2826.86 feet and a Chord Bearing N 47°13'22" W, 848.16 feet to a point for corner;

(L-92) THENCE, N 38°33'18" W a distance of 1164.68 feet to a point for corner at the beginning of a curve to the left;

(C-3) THENCE, 952.32 feet continuing along the arc of said curve to the left having a Delta of 37°03'01", a Radius of 1472.69 feet and a Chord Bearing N 57°10'30" W, 935.81 feet to a point for corner;

(L-93) THENCE, N 74°13'03" W a distance of 51.25 feet to a point for corner;

(L-94) THENCE, N 67°27'50" E a distance of 122.72 feet to a point for corner;

(L-95) THENCE, N 77°02'31" E a distance of 802.39 feet to a point for corner;

(L-96) THENCE, S 32°05'04" E a distance of 525.66 feet to a point for corner;

(L-97) THENCE, S 65°49'18" E a distance of 182.39 feet to a point for corner;

(L-98) THENCE, S 65°49'18" E a distance of 17.43 feet to a point for corner;

(L-99) THENCE, S 79°03'31" E a distance of 95.63 feet to a point for corner;

(L-100) THENCE, N 79°36'17" E a distance of 111.05 feet to a point for corner;

(L-101) THENCE, N 84°14'19" E a distance of 326.03 feet to a point for corner;

(L-102) THENCE, S 89°21'37" E a distance of 81.60 feet to a point for corner;

(L-103) THENCE, N 22°09'48" W a distance of 594.05 feet to a point for corner;

(L-104) THENCE, S 84°07'43" W a distance of 39.64 feet to a point for corner;

(L-105) THENCE, N 22°06'11" W a distance of 387.09 feet to a point for corner;

(L-106) THENCE, N 67°45'06" E a distance of 140.21 feet to a point for corner;

(L-107) THENCE, N 67°43'11" E a distance of 284.71 feet to a point for corner;

(L-108) THENCE, N 68°02'01" E a distance of 356.85 feet to a point for corner;

(L-109) THENCE, N 67°47'46" E a distance of 173.32 feet to a point for corner;

(L-110) THENCE, N 71°05'26" E a distance of 257.52 feet to a point for corner;

(L-111) THENCE, N 48°53'11" E a distance of 5.34 feet to a point for corner;

(L-112) THENCE, N 43°17'06" E a distance of 29.41 feet to a point for corner;

(L-113) THENCE, N 01°27'36" E a distance of 34.16 feet to a point for corner;

(L-114) THENCE, N 17°50'06" E a distance of 41.42 feet to a point for corner;

(L-115) THENCE, N 21°56'06" E a distance of 247.97 feet to a point for corner;

(L-116) THENCE, N 22°13'03" E a distance of 486.05 feet to a point for corner;

(L-117) THENCE, N 25°35'01" E a distance of 23.19 feet to a point for corner;

(L-118) THENCE, N 21°38'56" E a distance of 57.09 feet to a point for corner;

(L-119) THENCE, N 21°10'16" E a distance of 270.00 feet to a point for corner;

(L-120) THENCE, N 21°17'56" E a distance of 93.56 feet to a point for corner;

(L-121) THENCE, N 22°47'16" E a distance of 161.25 feet to a point for corner;

(L-122) THENCE, N 21°31'02" E a distance of 470.47 feet to a point for corner;

(L-123) THENCE, N 11°50'41" E a distance of 15.97 feet to a point for corner;

(L-124) THENCE, N 22°13'46" E a distance of 186.05 feet to a point for corner;

(L-125) THENCE, N 21°25'41" E a distance of 280.72 feet to a point for corner;

(L-126) THENCE, N 23°17'21" E a distance of 261.58 feet to a point for corner;

(L-127) THENCE, N 33°02'31" E a distance of 52.25 feet to a point for corner;

(L-128) THENCE, N 84°26'01" E a distance of 26.25 feet to a point for corner;

(L-129) THENCE, N 77°57'31" E a distance of 17.91 feet to a point for corner;

(L-130) THENCE, N 86°49'26" E a distance of 48.28 feet to a point for corner;

(L-131) THENCE, N 85°26'31" E a distance of 28.65 feet to a point for corner;

(L-132) THENCE, N 37°19'36" E a distance of 106.04 feet to a point for corner;

(L-133) THENCE, N 51°05'29" W a distance of 154.13 feet to a point for corner;

(L-134) THENCE, N 46°06'49" W a distance of 40.61 feet to a point for corner;

(L-135) THENCE, S 27°34'31" W a distance of 83.25 feet to a point for corner;

(L-136) THENCE, N 32°52'29" W a distance of 47.41 feet to a point for corner;

(L-137) THENCE, N 51°00'29" W a distance of 138.82 feet to a point for corner;

(L-138) THENCE, N 44°02'29" W a distance of 111.96 feet to a point for corner;

(L-139) THENCE, N 50°51'29" W a distance of 70.78 feet to a point for corner;

(L-140) THENCE, N 45°30'29" W a distance of 249.13 feet to a point for corner;

(L-141) THENCE, N 34°42'29" W a distance of 46.21 feet to a point for corner;

(L-142) THENCE, N 09°14'30" W a distance of 95.30 feet to a point for corner;

(L-143) THENCE, S 63°22'24" W a distance of 25.51 feet to a point for corner;

(L-144) THENCE, S 66°03'46" W a distance of 388.92 feet to a point for corner;

(L-145) THENCE, S 71°23'51" W a distance of 38.62 feet to a point for corner;

(L-146) THENCE, S 67°44'11" W a distance of 573.90 feet to a point for corner;

(L-147) THENCE, S 67°55'36" W a distance of 1112.09 feet to a point for corner;

(L-148) THENCE, S 67°25'31" W a distance of 615.03 feet to a point for corner;

(L-149) THENCE, S 36°59'16" W a distance of 10.43 feet to a point for corner;

(L-150) THENCE, S 68°45'02" W a distance of 414.80 feet to a point for corner;

(L-151) THENCE, N 20°59'03" W a distance of 2413.97 feet to a point for corner;

(L-152) THENCE, S 68°53'40" W a distance of 883.70 feet to a point for corner;

(L-153) THENCE, N 21°46'07" W a distance of 2919.54 feet to a point for corner;

(L-154) THENCE, S 68°13'53" W a distance of 2942.34 feet to a point for corner;

(L-155) THENCE, N 21°44'23" W a distance of 117.68 feet to a point for corner;

(L-156) THENCE, N 21°42'18" W a distance of 133.49 feet to a point for corner;

(L-157) THENCE, N 12°40'12" W a distance of 257.14 feet to a point for corner;

(L-158) THENCE, N 12°16'05" W a distance of 492.46 feet to a point for corner;

(L-159) THENCE, N 15°36'01" W a distance of 143.16 feet to a point for corner;

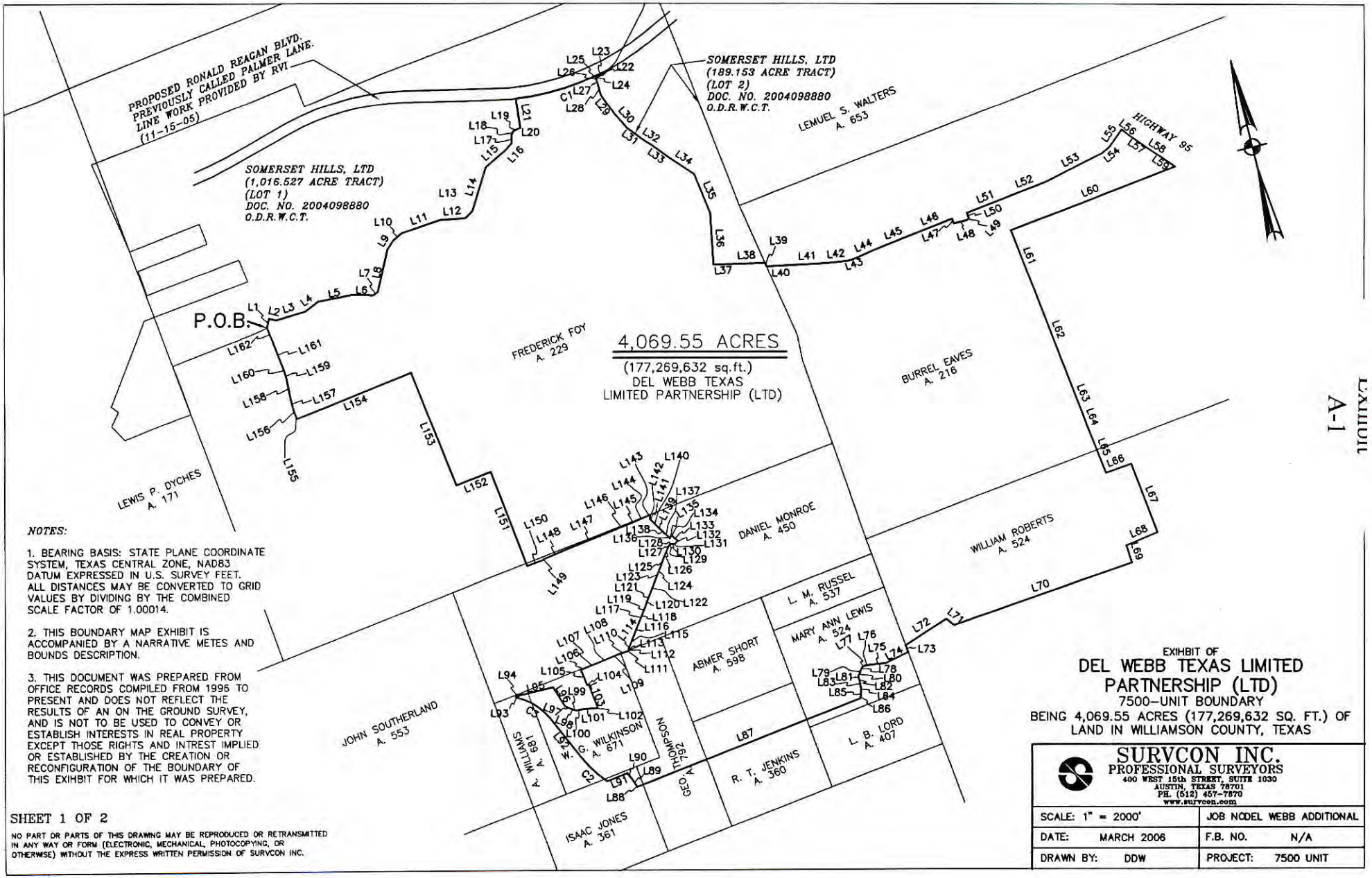
(L-160) THENCE, N 20°52'16" W a distance of 110.70 feet to a point for corner;

(L-161) THENCE, N 21°02'01" W a distance of 700.28 feet to a point for corner;

(L-162) THENCE, N 22°45'51" W a distance of 348.66 feet to the **POINT OF BEGINNING**, containing a computed area of 4,069.55 acres (177,269,632 square feet) of land.

Prepared by:
SURVCON INC.
400 West 15th Street
Suite 1030
Austin, Texas 78701

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



NOTES:

1. BEARING BASIS: STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE, NAD83 DATUM EXPRESSED IN U.S. SURVEY FEET. ALL DISTANCES MAY BE CONVERTED TO GRID VALUES BY DIVIDING BY THE COMBINED SCALE FACTOR OF 1.00014.

2. THIS BOUNDARY MAP EXHIBIT IS ACCOMPANIED BY A NARRATIVE METES AND BOUNDS DESCRIPTION.

3. THIS DOCUMENT WAS PREPARED FROM OFFICE RECORDS COMPILED FROM 1996 TO PRESENT AND DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTREST IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THIS EXIHBIT FOR WHICH IT WAS PREPARED.

SHEET 1 OF 2

NO PART OR PARTS OF THIS DRAWING MAY BE REPRODUCED OR RETRANSMITTED IN ANY WAY OR FORM (ELECTRONIC, MECHANICAL, PHOTOCOPYING, OR OTHERWISE) WITHOUT THE EXPRESS WRITTEN PERMISSION OF SURVCON INC.

EXHIBIT OF
DEL WEBB TEXAS LIMITED PARTNERSHIP (LTD)
7500-UNIT BOUNDARY
BEING 4,069.55 ACRES (177,269,632 SQ. FT.) OF LAND IN WILLIAMSON COUNTY, TEXAS

SURVCON INC.
PROFESSIONAL SURVEYORS
400 WEST 15th STREET, SUITE 1030
AUSTIN, TEXAS 78701
PH. (512) 457-7870
www.survcon.com

SCALE: 1" = 2000'	JOB NODEL WEBB ADDITIONAL
DATE: MARCH 2006	F.B. NO. N/A
DRAWN BY: DDW	PROJECT: 7500 UNIT

EXHIBIT A-1

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

LINE	BEARING	DISTANCE
L1	N 11°53'59" E	223.65'
L2	S 78°06'01" E	185.40'
L3	N 73°35'33" E	727.58'
L4	N 52°15'47" E	376.23'
L5	N 78°52'59" E	837.37'
L6	S 88°29'03" E	500.70'
L7	N 57°04'00" E	128.67'
L8	N 12°52'57" E	1053.52'
L9	N 32°30'58" E	254.46'
L10	N 50°22'57" E	274.51'
L11	N 71°30'40" E	966.74'
L12	N 85°34'49" E	609.70'
L13	S 43°03'51" W	240.85'
L14	N 17°32'57" E	1074.22'
L15	N 48°34'12" E	616.63'
L16	N 42°34'54" E	230.84'
L17	N 00°09'02" E	191.74'
L18	N 18°52'03" E	97.56'
L19	N 60°40'57" E	124.39'
L20	N 69°02'34" E	66.94'
L21	N 08°31'40" W	707.01'
L22	S 44°00'37" W	183.43'
L23	S 72°59'37" W	158.41'
L24	S 01°47'23" E	37.03'
L25	N 84°03'10" W	16.18'
L26	S 05°54'37" W	25.07'
L27	S 19°20'56" E	90.90'
L28	S 17°05'19" E	287.20'
L29	S 36°10'25" E	547.35'
L30	S 42°25'25" E	451.87'
L31	S 53°05'25" E	449.87'
L32	S 58°25'25" E	310.91'
L33	S 53°30'25" E	374.90'
L34	N 55°57'51" W	830.49'
L35	S 22°43'42" E	994.94'
L36	S 03°34'43" E	1236.14'
L37	N 87°06'15" E	365.78'
L38	N 88°24'44" E	872.17'
L39	S 24°09'15" E	98.13'
L40	N 86°23'39" E	507.39'

LINE	BEARING	DISTANCE
L41	N 86°48'17" E	924.87'
L42	N 83°55'36" E	506.87'
L43	N 71°19'28" E	174.13'
L44	N 66°30'20" E	652.57'
L45	N 68°15'35" E	871.64'
L46	N 68°27'10" E	999.10'
L47	S 21°30'36" E	123.12'
L48	N 75°26'42" E	333.66'
L49	N 40°52'52" E	56.41'
L50	N 21°30'40" W	137.63'
L51	N 68°27'10" E	1074.72'
L52	N 68°33'49" E	955.55'
L53	N 62°59'52" E	1516.12'
L54	N 48°55'02" E	232.47'
L55	N 34°40'26" E	501.17'
L56	S 52°27'09" E	199.71'
L57	S 55°22'07" E	699.77'
L58	S 58°29'00" E	200.74'
L59	S 55°18'24" E	462.28'
L60	S 68°50'11" W	4216.69'
L61	S 21°09'59" E	1433.34'
L62	S 21°23'39" E	2419.45'
L63	S 21°38'18" E	842.34'
L64	S 19°10'11" E	375.79'
L65	S 21°30'55" E	1192.91'
L66	N 69°42'47" E	646.95'
L67	S 21°11'17" E	1760.32'
L68	S 67°26'17" W	810.83'
L69	S 18°57'19" E	424.09'
L70	S 70°51'53" W	4518.17'
L71	N 51°28'09" W	237.51'
L72	S 57°24'53" W	1159.66'
L73	S 22°19'40" E	167.96'
L74	S 63°05'26" W	593.28'
L75	S 83°49'30" W	401.77'
L76	S 80°31'30" W	118.55'
L77	S 58°35'30" W	58.49'
L78	S 28°06'30" W	81.94'
L79	S 12°36'30" W	70.65'
L80	S 31°55'30" W	72.58'

LINE	BEARING	DISTANCE
L81	S 02°56'30" E	66.91'
L82	S 20°00'30" E	59.51'
L83	S 11°29'30" E	135.80'
L84	S 06°04'30" E	125.11'
L85	S 05°04'30" W	111.87'
L86	S 13°14'30" W	44.60'
L87	S 68°38'37" W	5755.37'
L88	N 29°40'21" W	25.50'
L89	N 34°23'06" W	190.54'
L90	N 40°25'06" W	188.06'
L91	S 69°03'37" W	516.70'
L92	N 38°33'18" W	1164.68'
L93	N 74°13'03" W	51.25'
L94	N 67°27'50" E	122.72'
L95	N 77°02'31" E	802.39'
L96	S 32°05'04" E	525.66'
L97	S 65°49'18" E	182.39'
L98	S 65°49'18" E	17.43'
L99	S 79°03'31" E	95.63'
L100	N 79°36'17" E	111.05'
L101	N 84°14'19" E	326.03'
L102	S 89°21'37" E	81.60'
L103	N 22°09'48" W	594.05'
L104	S 84°07'43" W	39.64'
L105	N 22°06'11" W	387.09'
L106	N 67°45'06" E	140.21'
L107	N 67°43'11" E	284.71'
L108	N 68°02'01" E	356.85'
L109	N 67°47'46" E	173.32'
L110	N 71°05'26" E	257.52'
L111	N 48°53'11" E	5.34'
L112	N 43°17'06" E	29.41'
L113	N 01°27'36" E	34.16'
L114	N 17°50'06" E	41.42'
L115	N 21°56'06" E	247.97'
L116	N 22°13'03" E	486.05'
L117	N 25°35'01" E	23.19'
L118	N 21°38'56" E	57.09'
L119	N 21°10'16" E	270.00'
L120	N 21°17'56" E	93.56'

LINE	BEARING	DISTANCE
L121	N 22°47'16" E	161.25'
L122	N 21°31'02" E	470.47'
L123	N 11°50'41" E	15.97'
L124	N 22°13'46" E	186.05'
L125	N 21°25'41" E	280.72'
L126	N 23°17'21" E	261.58'
L127	N 33°02'31" E	52.25'
L128	N 84°26'01" E	26.25'
L129	N 77°57'31" E	17.91'
L130	N 86°49'26" E	48.28'
L131	N 85°26'31" E	28.65'
L132	N 37°19'36" E	106.04'
L133	N 51°05'29" W	154.13'
L134	N 46°06'49" W	40.61'
L135	S 27°34'31" W	83.25'
L136	N 32°52'29" W	47.41'
L137	N 51°00'29" W	138.82'
L138	N 44°02'29" W	111.96'
L139	N 50°51'29" W	70.78'
L140	N 45°30'29" W	249.13'
L141	N 34°42'29" W	46.21'
L142	N 09°14'30" W	95.30'
L143	S 63°22'24" W	25.51'
L144	S 66°03'46" W	388.92'
L145	S 71°23'51" W	38.62'
L146	S 67°44'11" W	573.90'
L147	S 67°55'36" W	1112.09'
L148	S 67°25'31" W	615.03'
L149	S 36°59'16" W	10.43'
L150	S 68°45'02" W	414.80'
L151	N 20°59'03" W	2413.97'
L152	S 68°53'40" W	883.70'
L153	N 21°46'07" W	2919.54'
L154	S 68°13'53" W	2942.34'
L155	N 21°44'23" W	117.68'
L156	N 21°42'18" W	133.49'
L157	N 12°40'12" W	257.14'
L158	N 12°16'05" W	492.46'
L159	N 15°36'01" W	143.16'
L160	N 20°52'16" W	110.70'
L161	N 21°02'01" W	700.28'
L162	N 22°45'51" W	348.66'

NOTES:

1. BEARING BASIS: STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE, NAD83 DATUM EXPRESSED IN U.S. SURVEY FEET. ALL DISTANCES MAY BE CONVERTED TO GRID VALUES BY DIVIDING BY THE COMBINED SCALE FACTOR OF 1.00014.

2. THIS BOUNDARY MAP EXHIBIT IS ACCOMPANIED BY A NARRATIVE METES AND BOUNDS DESCRIPTION.

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CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	2326.28'	6130.00'	21°44'35"	N 72°59'12" E	2312.34'
C2	851.37'	2826.86'	17°15'21"	N 47°13'22" W	848.16'
C3	952.32'	1472.69'	37°03'01"	N 57°10'30" W	935.81'

EXIHBIT OF
DEL WEBB TEXAS LIMITED PARTNERSHIP (LTD)
7500-UNIT BOUNDARY
BEING 4,069.55 ACRES (177,269,632 SQ. FT.) OF LAND IN WILLIAMSON COUNTY, TEXAS

SURVCON INC.
PROFESSIONAL SURVEYORS
400 WEST 15th STREET, SUITE 1030
AUSTIN, TEXAS 78701
PH. (512) 457-7879
www.survcon.com

SCALE: 1" = 2000'	JOB NODEL WEBB ADDITIONAL
DATE: MARCH 2006	F.B. NO. N/A
DRAWN BY: DDW	PROJECT: 7500 UNIT

SHEET 2 OF 2

NO PART OR PARTS OF THIS DRAWING MAY BE REPRODUCED OR RETRANSMITTED IN ANY WAY OR FORM (ELECTRONIC, MECHANICAL, PHOTOCOPYING, OR OTHERWISE) WITHOUT THE EXPRESS WRITTEN PERMISSION OF SURVCON INC.

RECORDERS MEMORANDUM
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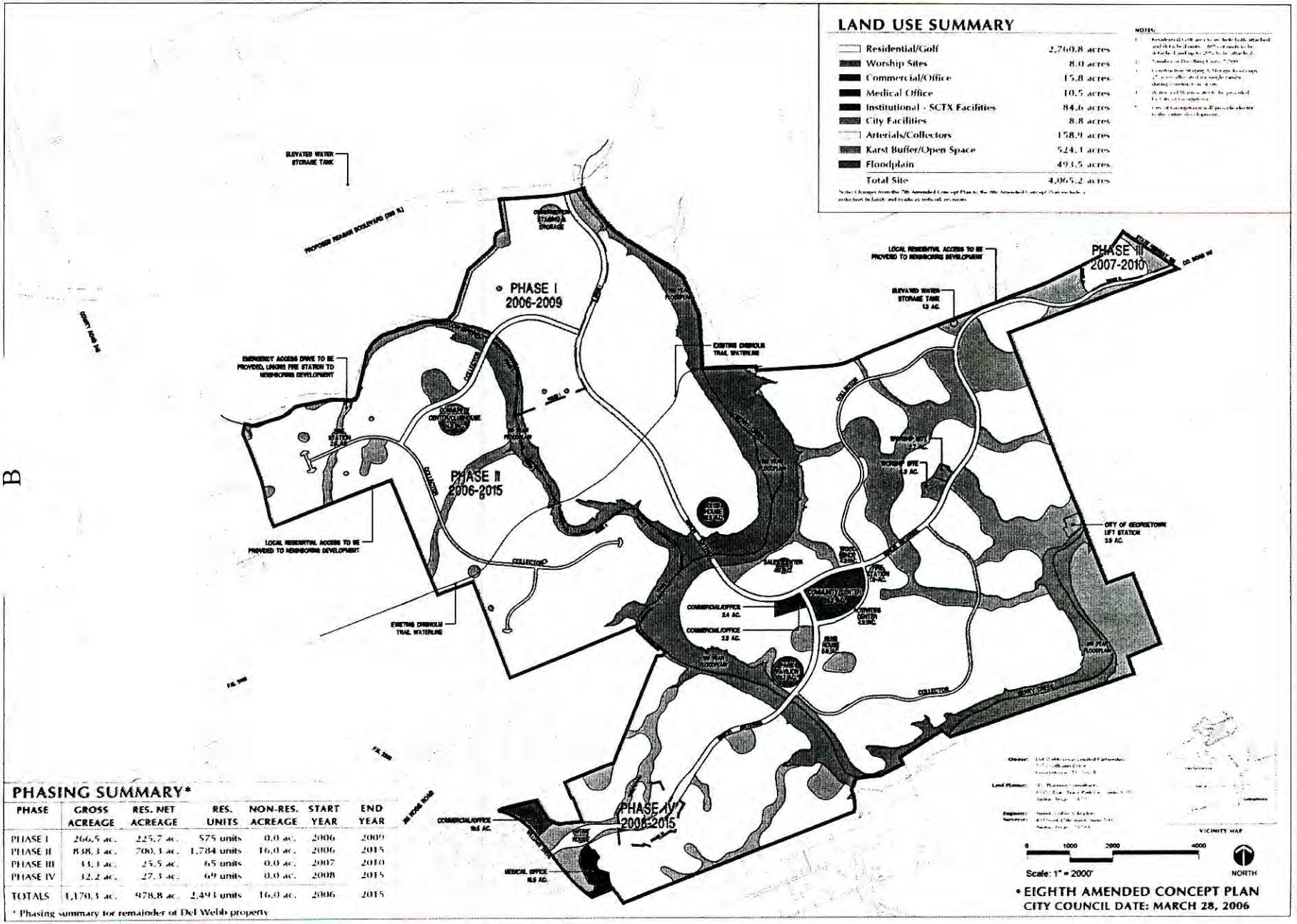
clearly legible for satisfactory recordation

Exhibit B



PHASING SUMMARY*

PHASE	GROSS ACREAGE	RES. NET ACREAGE	RES. UNITS	NON-RES. ACREAGE	START YEAR	END YEAR
PHASE I	266.5 ac.	225.7 ac.	575 units	0.0 ac.	2006	2009
PHASE II	838.3 ac.	700.3 ac.	1,784 units	16.0 ac.	2006	2015
PHASE III	33.3 ac.	25.5 ac.	65 units	0.0 ac.	2007	2010
PHASE IV	32.2 ac.	27.3 ac.	69 units	0.0 ac.	2008	2015
TOTALS	1,170.3 ac.	978.8 ac.	2,493 units	16.0 ac.	2006	2015

* Phasing summary for remainder of Del Webb property

SUN CITY TEXAS
CONCEPT PLAN
GEORGETOWN, TEXAS

SEC Planning Consultants

SCTX - 040280

1 of 1

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

METES AND BOUNDS DESCRIPTION
1,013.527 ACRES
PURCHASE TRACT – LOT 1
FREDERICK FOY SURVEY, A-229
LEWIS P. DYCHES SURVEY, A-171
WILLIAMSON COUNTY, TEXAS

Being 1,013.527 acres of land situated in the Frederick Foy Survey, A-229 and the Lewis P. Dyches Survey, A-171 of Williamson County, Texas and being a portion of land conveyed to DEL WEBB TEXAS LIMITED PARTNERSHIP (LTD) in Document numbers 9730062, 9620249, 9717656, 9719426, 9717655, 9620533, 9704366, 2004011779 and a portion of 9728557 of the Official Records of Williamson County, Texas (O.R.W.C.T.) includes a called 0.841-acre tract of land Quit Claimed from the City of Georgetown and recorded under Document Number 2004020171 in the O.P.R.W.C.T and includes all of Neighborhood Ten-E as recorded in Cabinet Q, Slides 258-260 Williamson County Plat Records (W.C.P.R.). Said 1,013.527-acre tract being more particularly described by metes and bounds as follows with all bearings being referenced to the Texas State Plane Coordinate System, Texas Central Zone, NAD 83/93 HARN Datum. Coordinates shown hereon are grid and all distances were converted to surface by multiplying by the combined factor of 1.000143965.

BEGINNING at a 60d nail (X=3,105,905.89, Y=10,244,353.62) found at the northwest corner of a called 301.519 acre tract conveyed to Del Webb Texas, LTD. in Document Number 9620533 O.R.W.C.T. and southerly line of a called 963.84-acre tract (Volume, 1813, Page 665, W.C.D.R.) conveyed to John F. Yearwood in Document number 9840749 O.R.W.C.T.

THENCE, North 68°08'46" East, 1,453.60 feet, along the line common to said 963.84-acre tract and said 301.519-acre tract, to a ½-inch iron rod found for the northwesterly corner of a 1.616-acre tract conveyed to the City of Georgetown in Document number 2003110378, O.R.W.C.T.

THENCE, along the westerly, southerly and easterly boundary lines of said 1.616-acre tract, the following five (5) courses and distances:

1. South 22°06'49" East, 72.99 feet to a ½-inch iron rod with a plastic cap stamped "SURVCON INC." found for an angle point,
2. South 21°48'56" East, 159.36 feet to a ½-inch iron rod with a plastic cap stamped "SURCON INC." found for the southwest corner of said 1.616-acre tract and in the approximate proposed northerly ROW line of Parmer Lane being a curve to the right,
3. 273.83 feet along the arc of said curve to the right having a radius of 5,130.00 feet, a central angle of 03°03'30" and a chord bearing and distance of North 82°44'31" East, 273.79 feet to a ½-inch iron rod with a plastic cap stamped "SURVCON INC." found for the southeast corner of said 1.616-acre tract,
4. North 21°48'56" West, 228.87 feet to a ½-inch iron rod with a plastic cap stamped "SURVCON INC." found for an angle point,
5. North 22°06'49" West, 72.47 feet to a ½-inch iron rod with a plastic cap stamped "SURVCON INC." found for the northeasterly corner of said 1.616-acre tract and in the southerly line of said 963.84-acre tract,

THENCE, continuing along the southerly line of said 963.84-acre tract and the northerly line of said 301.519-acre tract, a 90.00-acre tract conveyed to Del Webb Texas, LTD. in Document number 9704366 O.R.W.C.T. and a 87.442-acre tract conveyed to Del Webb Texas, LTD. in Document number 9728557 O.R.W.C.T., the following twelve (12) courses and distances:

1. North 68°08'46" East, 485.41 feet to a ½-inch iron rod found for an angle point,
2. North 69°25'58" East, 2,664.63 feet to a ½-inch iron rod set with plastic cap stamped SURVCON INC. for corner,
3. South 20°34'02" East, 1,331.92 feet to a ½-inch iron rod set with plastic cap stamped SURVCON INC. for an angle point;
4. South 08°31'40" East, 1048.28 feet to a ½-inch iron rod set with plastic cap stamped SURVCON INC. for an angle point;
5. South 69°02'34" West, 66.94 feet to a ½-inch iron rod set with plastic cap stamped SURVCON INC. for an angle point;
6. South 60°40'57" West, 124.39 feet to a ½-inch iron rod set with plastic cap stamped SURVCON INC. for an angle point;
7. South 18°52'03" West, 97.56 feet to a ½-inch iron rod set with plastic cap stamped SURVCON INC. for an angle point;
8. South 00°09'02" West, 191.74 feet to a ½-inch iron rod set with plastic cap stamped SURVCON INC. for an angle point;
9. South 42°34'54" West, 230.84 feet to a ½-inch iron rod set with plastic cap stamped SURVCON INC. for an angle point;
10. South 48°34'12" West, 616.63 feet to a ½-inch iron rod set with plastic cap stamped SURVCON INC. for an angle point;
11. South 17°32'57" West, 1,074.22 feet to a ½-inch iron rod set with plastic cap stamped SURVCON INC. for an angle point;
12. South 43°03'51" West, 240.85 feet to a ½-inch iron rod set with plastic cap stamped SURVCON INC. in the centerline of Cowan Creek for corner;

THENCE, along the centerline of Cowan Creek the following eleven (11) courses and distances:

1. South 85°34'49" West, 609.70 feet to a ½-inch iron rod set with plastic cap stamped SURVCON INC. for an angle point;
2. South 71°30'40" West, 966.74 feet to a ½-inch iron rod set with plastic cap stamped SURVCON INC. for an angle point;
3. South 50°22'57" West, 274.51 feet to a ½-inch iron rod set with plastic cap stamped SURVCON INC. for an angle point;
4. South 32°30'58" West, 254.46 feet to a ½-inch iron rod set with plastic cap stamped SURVCON INC. for an angle point;
5. South 12°52'57" West, 1,053.52 feet to a ½-inch iron rod set with plastic cap stamped SURVCON INC. for an angle point;
6. South 57°04'00" West, 128.67 feet to a ½-inch iron rod set with plastic cap stamped SURVCON INC. for an angle point;
7. North 88°29'03" West, 500.70 feet to a ½-inch iron rod set with plastic cap stamped SURVCON INC. for an angle point;
8. South 78°52'59" West, 837.37 feet to a ½-inch iron rod set with plastic cap stamped SURVCON INC. for an angle point;
9. South 52°15'47" West, 376.23 feet to a ½-inch iron rod set with plastic cap stamped SURVCON INC. for an angle point;
10. South 73°35'33" West, 727.58 feet to a ½-inch iron rod set with plastic cap stamped SURVCON INC. for an angle point;
11. North 78°06'01" West, 185.40 feet to a ½-inch iron rod set with plastic cap stamped SURVCON INC. for an angle point;

THENCE, South 11°53'59" West, 223.65 feet to a ½-inch iron rod found marking the northwest corner of a called 65.22-acre tract conveyed to Del Webb Texas, LTD. in Document number 199968996 O.R.W.C.T and northeast corner of North Lake, Section E as recorded in Cabinet H, Slides 354-370, W.C.P.R.;

THENCE, along the line common lines of said North Lake, Section E; called 279.999 acre tract conveyed to Del Webb Texas, LTD. in Document number 9719426 O.R.W.C.T. and called 93.003-acre tract conveyed to Del Webb Texas, LTD. in Document number 9620249 O.R.W.C.T., the following seven (7) courses and distances:

1. South 63°43'31" West, 201.46 feet to a ½-inch iron rod found for an angle point,
2. South 71°14'26" West, 19.21 feet to a 60"d" nail found for an angle point,
3. South 66°25'32" West, 119.42 feet to a ½-inch iron rod found for an angle point,
4. South 68°32'19" West, 293.29 feet to a ½-inch iron rod found for an angle point,
5. South 66°56'46" West, 161.28 feet to a ½-inch iron rod found for an angle point,
6. South 70°43'46" West, 203.91 feet to a ½-inch iron rod found for an angle point,
7. South 69°00'25" West, 249.33 feet to a ½-inch iron rod found for the northwesterly corner of said North Lake, Section E, same being the northeasterly corner of Lot 3 of Bent Oaks Estates as recorded in Cabinet P, Slides 370-371, W.C.P.R.

THENCE, along the northerly boundary lines of said Lot 3 as defined by Quit Claim Deed from Del Webb to Timothy Weight and Patricial Crews as recorded under Document Number 2004016688 in the O.P.R.W.C.T., the following three (3) courses and distances:

1. South 68°44'17" West, 298.50 feet to a nail found for an angle point,
2. South 67°28'23" West, 132.14 feet to a nail found for an angle point,
3. South 68°26'30" West, 178.79 feet to a ½-inch iron rod found for an angle point same being the northeasterly corner of Ridgewood Estates, Section Two, as recorded in Cabinet M, Slide 343, W.C.P.R.

THENCE, along the line common with the northerly and westerly boundary line of said Ridgewood Estates, Section Two and the southerly of said 93.003-acre tract and the easterly line of a called 48.606-acre tract conveyed to Del Webb Texas, LTD. in Document number 9717656 O.R.W.C.T. respectively the following eight (8) courses distances:

1. South 69°26'28" West, 193.31 feet to a ½-inch iron rod found for an angle point,
2. South 68°14'20" West, 315.54 feet to a ½-inch iron rod found for an angle point,
3. South 64°53'03" West, 86.34 feet to a ½-inch iron rod found for an angle point,
4. South 22°25'38" East, 301.18 feet to a ½-inch iron rod found for an angle point,
5. South 21°12'43" East, 267.04 feet to a ½-inch iron rod found for an angle point,
6. South 20°28'43" East, 309.02 feet to a ½-inch iron rod found for an angle point,
7. South 20°55'43" East, 193.77 feet to a ½-inch iron rod found for an angle point,
8. South 17°42'56" East, 159.85 feet to a ½-inch iron rod found for the northeasterly corner of Giles Estates as recorded in Cabinet I, Slide 51, W.C.P.R. and in the westerly line of said Ridgewood, Section Two.

THENCE, along the line common with the northerly line of said Giles Estates and the southerly line of said 48.606-acre tract the following four (4) courses and distances:

1. South 69°30'12" West, 352.81 feet to a ½-inch iron rod found for an angle point,
2. South 67°12'42" West, 135.14 feet to a ½-inch iron rod found for an angle point,
3. South 70°15'12" West, 280.25 feet to a ½-inch iron rod found for an angle point,

4. South 68°31'42" West, 55.93 feet to a ½-inch iron found for the northwesterly corner of said Giles Estates same being the northeasterly corner of a 20.00-acre tract conveyed to Eric V. Moody in Volume 1852, Page 92, W.C.D.R.

THENCE, along the line common with the northerly line of said 20.00-acre tract and the southerly line of said 48.606-acre tract the following four (4) courses and distances:

1. South 68°32'12" West, 365.23 feet to a ½-inch iron rod found for an angle point,
2. South 68°00'36" West, 399.33 feet to a ½-inch iron rod found for an angle point,
3. South 72°06'10" West, 90.98 feet to a ½-inch iron rod found for an angle point,
4. South 35°07'10" West, 35.49 feet to a ½-inch iron rod found for the northwesterly corner of said 20.00-acre tract same being the southwesterly corner of said 48.606-acre tract and in the easterly right-of-way (ROW) line of Farm to Market (FM) Road number 2338 (100 feet wide at this point).

THENCE, along said easterly ROW same being the westerly line of said 48.606-acre tract the following two (2) courses and distances:

1. North 44°57'51" West, 415.50 feet to a concrete monument found for the beginning of a curve to the left,
2. 76.50 feet along the arc of said curve to the left having a radius of 5,729.58 feet, a central angle of 00°45'54" and at a chord bearing and distance of North 45°10'57" West, 76.50 feet pass a ½-inch iron rod with a red plastic cap found for the most southerly corner of a 1.68-acre tract of land conveyed to Del Webb Texas Limited Partnership as recorded in Document number 2003083437 O.R.W.C.T. and corrected under Document Number 2004011779 in the O.P.R.W.C.T. Said point being the most westerly corner of said 48.606-acre tract and in the easterly ROW line of said FM 2338 in all an arc distance of 208.09 feet, a radius of 5729.58 feet, a central angle of 02°04'51" and a chord bearing and distance of North 45°59'28" West, 208.08 feet to a ½-inch iron rod with a red plastic cap found for a corner cut-back of said FM 2338.

THENCE, along said corner cut-back line the following three (3) courses and distances:

1. North 13°25'41" West, 71.41 feet to a concrete monument found for an angle point
2. North 21°30'19" East, 28.82 feet to a concrete monument found for an angle point.
3. North 66°43'50" West, 18.95 feet to a ½-inch iron rod with a plastic cap stamped "SURVCON INC." set for an angle point in the southeasterly ROW line of County Road Number 245 (60 feet wide).

THENCE, along said ROW line of said County Road 245 the following two (2) courses and distances:

1. North 22°25'45" East, at 80.10 feet pass a found 60d nail in a tree in all a total distance of 311.09 feet to a ½-inch iron rod found for the most northerly corner of said 1.68-acre tract same being a westerly corner of said 48.606-acre tract and in the southeasterly ROW of County Road 245.
2. North 21°44'12" East, 2,201.75 feet to a ½-inch iron rod found for the southwesterly corner of a 31.32-acre tract conveyed to Donald H. Kylberg in Volume 752, Page 229, W.C.D.R. same being a westerly corner of said 48.606-acre tract and in the southeasterly ROW line of said County Road 245.

THENCE, departing said ROW line and around said 31.32-acre tract, same being the northerly line of said 93.003-acre tract and a westerly boundary line of said 279.999-acre tract, the following three (3) courses and distances:

1. North 69°38'21" East, 2,661.32 feet to a ½-inch iron rod found for an angle point,
2. North 21°58'12" West, 565.22 feet to a ½-inch iron rod found for an angle point,
3. South 69°16'11" West, 414.50 feet to a ½-inch iron rod found for an angle point,

THENCE, South 68°15'19" West, 325.47 feet to a ½-inch iron rod found on a southerly boundary line of Planned Unit Development of Sun City Georgetown, Neighborhood Ten-E as recorded in Cabinet Q, Slides 258-260, W.C.P.R. for an angle point,

THENCE, around said Neighborhood Ten-E, the following five (5) courses and distances:

1. South 69°30'27" West, 1,143.86 feet to a ½-inch iron rod found for an angle point,
2. South 68°59'00" West, 495.00 feet to a ½-inch iron rod found for the northwesterly corner of said 31.32-acre tract same being the southwest corner of said Neighborhood Ten-E in the easterly ROW line of said County Road 245,
3. North 19°31'43" West, 626.36 feet along said easterly ROW to the most southerly corner of a called 20.00-acre tract conveyed to Louis D. Miller & Gladys Miller in Volume 2476, Page 0302, W.C.D.R. same being the northwesterly corner of said Neighborhood Ten-E,
4. North 69°21'18" East, 189.49 feet to a ½-inch iron rod found for an angle point,
5. North 69°10'30" East, 1,044.92 feet to a ½-inch iron rod found for an angle point,

THENCE, North 68°52'42" East, 544.02 feet to a ½-inch iron rod found for the southeast corner of said 20.00 acre tract and an internal corner of said 279.999-acre tract,

THENCE, along an easterly boundary line of said 279.999-acre tract and the common boundary line of said 20.00 acre tract and a called 26.852 acre tract conveyed to Del Webb Texas, LTD., the following two (2) courses and distances:

1. North 20°57'22" West, 508.33 feet to a ½-inch iron rod found for an angle point,
2. South 68°57'17" West, 1,790.01 feet to a ½-inch iron rod found for the most westerly corner of said 20.00-acre tract and the most southerly corner of said 26.852-acre tract and in the easterly ROW line of said County Road 245.

THENCE, North 20°12'58" West, 226.88 feet along the line common with said easterly ROW line of County Road 245 and the west boundary line of said 26.852-acre tract, to a ½-inch iron rod found for an angle point,

THENCE, continuing along the easterly ROW line of said County Road 245 and along westerly boundary lines of a called 230.859 acre tract conveyed to the Del Webb Texas, LTD. as recorded in Document number 9717655 O.R.W.C.T., the following three (3) courses and distances:

1. North 19°24'45" West, 182.25 feet to a ½-inch iron rod found for an angle point,
2. North 17°50'01" West, 381.80 feet to a ½-inch iron rod found for an angle point,
3. North 13°57'22" West, 22.31 feet to a ½-inch iron rod found at the southernmost corner of a called 4.443-acre tract conveyed to Del Webb Texas, LTD. in Document number 9730062 O.R.W.C.T. for an angle point,

THENCE, North 20°42'47" West, 1443.77 feet, continuing along the easterly ROW line of said County Road 245 and along the westerly boundary line of said 4.443-acre tract, to a ½-inch iron rod found for an angle point,

THENCE, North 10°48'31" West, 62.68 feet to a ½-inch iron rod found at the intersection of said easterly ROW line and the southerly ROW line of Jennings Branch as dedicated in Jennings Branch Estates recorded in Cabinet U, Slides 235-236, W.C.P.R., being in the "Affidavit of Limitation Line" as described in deed Volume 1442, Page 536, W.C.D.R. for the westernmost corner of Tract 2 as conveyed to Brad Kendrick in Document number 199973373 O.R.W.C.T., and for the northwest corner of said 230.859-acre tract and for the northwest corner of this tract,

THENCE, along the line common with the northerly line of said 230.859-acre tract and southerly line of said "Affidavit of Limitation Line" the following fourteen (14) courses and distances:

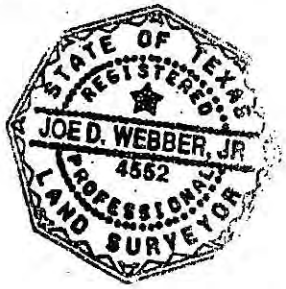
1. South 89°59'28" East, 133.34 feet to a 60d nail found for an angle point,
2. North 86°49'35" East, 154.69 feet to a ½-inch iron rod found for an angle point,
3. North 67°10'39" East, 262.56 feet to a 60d nail found for an angle point,
4. North 41°03'17" East, 55.73 feet to a ½-inch iron rod found for an angle point,
5. South 69°30'36" East, 38.70 feet to a ½-inch iron rod found for an angle point,
6. North 68°51'12" East, 501.36 feet to a ½-inch iron rod found for an angle point,
7. North 69°02'25" East, 350.15 feet to a 60d nail found for an angle point,
8. North 69°00'19" East, 382.72 feet to a 60d nail found for an angle point,
9. North 69°51'02" East, 300.04 feet to a 60d nail found for an angle point,
10. North 66°48'15" East, 43.20 feet to a ½-inch iron rod found for an angle point,
11. North 68°13'36" East, 47.85 feet to a ½-inch iron rod found for an angle point,
12. North 68°59'29" East, 802.00 feet to a ½-inch iron rod found at the southeasterly corner of said Tract 2 for an angle point,
13. North 69°00'42" East, 1,359.73 feet along the south line of a called 1.409-acre tract of land conveyed to the City of Georgetown and recorded under Document Number 2004025917 of the O.P.R.W.C.T. to a ½-inch iron rod found for an angle point,
14. North 68°25'09" East, 695.61 feet continuing along the south line of said 1.409-acre tract to a ½-inch iron rod found in the westerly line of a called 963.84-acre tract (Volume, 1813, Page 665, W.C.D.R.) conveyed to John F. Yearwood in Document number 9840749 O.R.W.C.T. for the northeast corner of said 230.589-acre tract,

THENCE, South 22°21'51" East, 532.46 feet to the **POINT OF BEGINNING** and containing a computed area of 1,013.527 acres (44,149,244 square feet) of land.

This metes and bounds description is accompanied by a boundary survey.

12.22.04

Joe D. Webber, Jr. Date
Registered Professional Surveyor
Texas Registration No. 4552



SURVCON INC.
400 W.15th Street
Austin, Texas 78701

JN: 630222-0001
November 16, 2004

METES AND BOUNDS DESCRIPTION
189.153 ACRES
PURCHASE TRACT - LOT 2
FREDERICK FOY SURVEY, A-229
WILLIAMSON COUNTY, TEXAS

Being 189.153 acres of land situated in the Frederick Foy Survey, A-229 of Williamson County, Texas and being a portion of that land as recorded in Document number 9558177 (Called Tract 4) Official Records of Williamson County Texas (O.R.W.C.T.); Said 189.153-acre tract being more particularly described by metes and bounds as follows with all bearings being referenced to the Texas State Plane Coordinate System, Texas Central Zone, NAD 83/93 HARN Datum with all distances converted to surface by multiplying by the combined factor of 1.000143965. All coordinates are grid. Parenthetical designations refer to drawing tag labels in the accompanying drawing..

COMMENCING at ½-inch iron rod found marking the southwest corner of a tract of land a called 424.28-acre (remainder of 747.42 acres) tract of land conveyed to Ahmad Fakhr in Document number 9706311, O.R.W.C.T., and being located in the west line of the Berrell Eaves Survey, A-216;

THENCE, North 24°09'44" West, 98.13 feet along the west line of said Berrell Eaves Survey, A-216 to a ½-inch iron rod found (X=3,116,484.68, Y=10,239,122.54) for the **POINT OF BEGINNING.** Said point also being located at the intersection of the northerly line of a 20-foot wide Chisholm Trail Special Utility District (C.T.S.U.D.) release and Substitute Water Line ROW Easement and 10-foot Access Easement recorded in Document number 9615041, O.R.W.C.T.:

THENCE, along the line common with the northerly line of said C.T.S.U.D. Easement and the southerly line of the herein described tract the following two (2) courses:

1. South 88°24'44" West, 872.17 feet to a ½-inch iron rod with a plastic cap stamped "SURVCON INC." set for an angle point,
2. South 87°06'15" West, 365.78 feet to a point in the westerly line of said Tract 4 and the approximate centerline of Berry Creek.

THENCE, along the westerly line of Tract 4 called 425.964 acres tract of land and conveyed to Del Webb Texas Ltd as recorded under Document No. 9558177 of the O.R.W.C.T. Same being generally along the meanders of Berry Creek the following thirteen (13) courses:

1. North 03°34'43" West, 1,236.14 feet to an angle point,
2. North 22°43'42" West, 994.94 feet to an angle point,
3. North 55°57'51" West, 830.49 feet to an angle point,
4. North 53°30'25" West, 374.90 feet to an angle point,
5. North 58°25'25" West, 310.91 feet to an angle point,
6. North 53°05'25" West, 449.87 feet to an angle point,
7. North 42°25'25" West, 451.87 feet to an angle point,
8. North 36°10'25" West, 547.35 feet to an angle point,
9. North 17°05'19" West, 287.20 feet to an angle point,

10. North 19°20'56" West, 90.90 feet to an angle point,
11. North 05°54'37" East, 25.07 feet to an angle point,
12. South 84°03'10" East, 16.18 feet to an angle point,
13. North 01°47'23" West, 37.03 feet to an angle point.

THENCE, leaving the approximate centerline of Berry Creek and along the southerly bank of said Berry Creek the following five (5) courses:

1. North 72°59'37" East, 158.41 feet to a fence corner found for an angle point,
2. North 44°00'37" East, 439.37 feet to a fence corner found for an angle point,
3. North 27°39'37" East, 1,395.88 feet to a fence corner found for an angle point,
4. North 19°15'37" East, 581.96 feet to a fence corner found for an angle point,
5. North 00°56'37" East, 167.74 feet to a ½-inch iron rod found for the most northerly corner of said Tract 4 same being in the westerly line of said 424.28-acre tract.

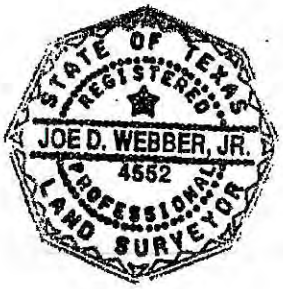
THENCE, along the line common with the westerly line of said 424.28-acre tract and the easterly line of said Tract 4 the following two (2) courses:

1. South 21°34'23" East, 5,776.55 feet to a ½-inch iron rod found for an angle point,
2. South 24°09'44" East, 1,500.87 feet to the **POINT OF BEGINNING** and containing a computed area of 189.153 acres (8,239,518 Sq. Ft.) of land.

This metes and bounds description is accompanied by a boundary survey.

12.22.04

Joe D. Webber, Jr. Date
Registered Professional Land Surveyor
Texas Registration No. 4552



SURVCON INC.
400 W.15th St.
Austin, Texas 78701

JN: 630222-001
November 16, 2004

Exhibit G

Sun City Georgetown Planned Unit Development Varied Standards for Subdivision Regulations and Unified Development Code

1. The standards and criteria set forth in this Exhibit G, including the additional standards in Exhibit G-1 and the roadway and utility specification in Exhibits G-2, G-3, G-4, G-5 and G-8, will be applicable to the development of the Project.

2. All streets within the Project are classified as "minor". Typical cross-sections and utility assignments for a minor arterial, a neighborhood collector, a residential collector and a local street are attached as Exhibits G-2, G-3, G-4 and G-5, respectively. Standard utility assignments for local streets are shown in the attached Exhibit G-8.

3. Del Webb is authorized to create non-standard private lots within the median of a public street to place manned entry houses or similar entry features near the entries to the Project on F.M. 2338 and on Highway 195. These entry features will eventually be located on non-standard private lots surrounded by public right-of-way, and will meet the requirements of Section 24032-D of the Subdivision Regulations. The private lots need not satisfy subdivision criteria for lot size and setbacks. The street designated as Texas Drive on the preliminary plat for Phase 1 of the Project will be allowed an alternative roadway section design that will be considered during the construction plan review, and will be considered during the construction plan review, and will be subject to the approval of the Director of Community Owned Utilities.

4. The Project will include an extensive network of walking trails, bike trails and/or sidewalks.

5. The City approves the use of 6-inch diameter fire leads in dead-end conditions of less than 600 feet in length (such as cul-de-sacs). A maximum of one fire hydrant may be located on a 6-inch diameter dead-end line.

6. Water lines in dead-end conditions may be smaller than 6 inches in diameter when not required for fire protection, and in no case shall they be less than 4 inches in diameter, unless approved by the City. Fire hydrants shall not be installed on lines that are smaller than 6 inches in diameter.

7. Del Webb is authorized to create non-standard lots within the Project for open space, golf course, buffer zones, karst features, and preserve areas. Del Webb will restrict these non-standard lots from any building construction. Del Webb or its successors or assigns is responsible for maintaining these non-standard lots. These non-standard lots may be final platted prior to the final platting of the adjoining streets shown on a preliminary plat.

8. The City approves block lengths that exceed the criteria for block lengths when the block includes creeks, natural drainageways, buffer zones, open spaces, and golf courses.

9. The City approves Del Webb's plans to preserve existing trees and vegetation within medians and public right-of-ways, and to supplement existing plant life with the planting of additional trees and vegetation in medians and public right-of-ways. Del Webb or its successors or assigns is responsible for landscape maintenance in medians and public right-of-ways within the Project.

10. Detailed landscape and irrigation plans for certain non-residential areas shall be required prior to detailed development plan approval and are not required prior to preliminary plat approval.

11. Detailed development plans are not required for single-family residences within the Project.

12. The City may review and approve Del Webb's detailed development plans and building permits for construction yards and construction staging areas, which are considered specially permitted uses within the R-P District of the Project, provided that Del Webb shall maintain ownership of these areas until access to these areas is provided through dedicated public right-of-way and all applicable Development Regulations have been satisfied. In lieu of meeting the landscape requirements of the Development Regulations for temporary construction yards and construction staging areas, Del Webb shall provide adequate buffering, taking into account existing vegetation and distance to residential areas from adjacent land uses, as approved by the Director of Development Services. Del Webb shall secure detailed development plans and building permits as necessary for development of the construction yards and construction staging areas. Del Webb agrees that any construction yards and construction staging areas within the Project shall not remain more than two years beyond the term of this Agreement.

13. The City approves the use of flag lots within the Project. Flag lots may utilize a 10-foot wide access or a shared 20-foot wide accessway between two lots.

14. Swimming pools constructed on residential lots shall be allowed within the required rear yard setback areas so long as they are located at least three (3) feet from the property line; no privacy fence shall be required, provided that fencing (which may be wrought iron or similar type fencing) shall be required to satisfy other city requirements regarding safety. *(Added by First Amendment to Development Agreement, 1-14-96, Doc. No. 9606700).*

Applicable Regulations		City	Del Webb
Subdivision Regulations	24060 Preliminary Plat Approval	Expires in 12 months	No expiration dates so long as Development Agreement in effect
UDC	3.08.050-J Preliminary Plat Approval	Expires in 18 months unless phased and each additional phase is 12 months	
Subdivision Regulations	33030 (Table 33030-A) Design Standards for Streets	Median not addressed for minor arterials	Allow median
UDC	12.03.020	Median not addressed for major collectors or lower streets	
Subdivision Regulations	33030-I Arterial Street Center Line Curve Radius	2000' min.	1200' min. with 45 m.p.h. design speed* * Sharper curve radii are approved for the F.M. 2338 entry feature area
UDC	12.03.020-B2 Arterial Streets	Curves in arterial streets shall be designed in accordance with the design speed standards in AASHTO Manual	
Subdivision Regulations	33030-J Collector Street Center Line Curve Radius	600' min.	300' min with appropriate speed limit designation
UDC	12.03.020-B3 Collector Street Curves	Curves in collector streets shall be designed in accordance with the design speed standards in AASHTO Manual	
Subdivision Regulations	33030-K Local Street Curves	250' min. radius, except for loop or partial loop streets	For loop, partial loop cul-de-sac streets, minimum radius to accommodate 30 m.p.h. design speed
UDC	12.03.020-B4 Local Street Curves	Curves in local streets shall be designed in accordance with the design speed standards in AASHTO Manual	

Applicable Regulations		City	Del Webb
Subdivision Regulations	33030-N Dead-End Streets Cul-de-sac Length	500' maximum length	Request for 800' to be reviewed for adequate fire flows and lot size
UDC	12.03.050-C5 Dead-End Streets	Prohibited except to permit extension of the street. Temporary turn-arounds shall be required where stub exceed one lot or 100 feet in length and signs shall be provided.	
UDC	12.03.020-B7 Cul-de-sac Length	No more than 200 ADT for any street longer than 200 feet Turn-arounds shall have a minimum paved radius of 50 feet for single-family and two-family and use 60' for other uses	
UDC	12.03.030 Local Street Connectivity Requirements	Requires interconnected street system to provide for adequate access for emergency and service vehicles; enhance walkability by ensuring connected transportation routes	Five total access points shall be provided which are: 1. Del Webb Blvd at Williams Drive 2. Sun City Blvd at SH 195 3. Sun City Blvd at Ronald Reagan Blvd. 4. The local street designated as West Majestic Oak Lane in preliminary plat of Woodland Park West subdivision will be connected to a local street within Neighborhood 51; and 5. Oak Branch Dr. in Shady Oaks subdivision will be connected to Sun City Blvd as a local street.
UDC	12.03.040 Collector Street Connectivity Requirements	All collector-designated streets shall connect on both ends to an existing or planned collector or higher-level street.	Collector streets may terminate into local streets. Capacity requirements for collectors are met.

Applicable Regulations		City	Del Webb
UDC	Table 12.03.030 Street Connectivity Computation	Requires a connectivity ratio of 1.20	Waived in its entirety.
UDC	12.03.050-B3 Required Subdivision Access Points	Subdivisions of 300 lots or greater shall be required to provide four or more access points to the existing or proposed public roadway system	Five total access points shall be provided which are: 1. Del Webb Blvd at Williams Drive 2. Sun City Blvd at SH 195 3. Sun City Blvd at Ronald Reagan Blvd. 4. The local street designated as West Majestic Oak Lane in preliminary plat of Woodland Park West subdivision will be connected to a local street within Neighborhood 51; and 5. Oak Branch Dr. in Shady Oaks subdivision will be connected to Sun City Blvd as a local street.
UDC	12.03.050-C Relation to Adjoining Street Systems	Provide connectivity to other neighborhoods existing streets in adjacent or adjoining areas shall be continued in the new development in alignment therewith	Five total access points shall be provided which are: 1. Del Webb Blvd at Williams Drive 2. Sun City Blvd at SH 195 3. Sun City Blvd at Ronald Reagan Blvd. 4. The local street designated as West Majestic Oak Lane in preliminary plat of Woodland Park West subdivision will be connected to a local street within Neighborhood 51; and 5. Oak Branch Dr. in Shady Oaks subdivision will be connected to Sun City Blvd as a local street.
UDC	12.03.020 Landscape Easement Table and Diagram	A 5' landscape easement will be required along all Rights of Way (ROW)	Will provide open space lots preserving trees.
UDC	8.03 Street Trees	Street trees will be located in the landscape easement planted at one tree for every 50 feet	Will provide open space lots preserving trees.

Applicable Regulations		City	Del Webb
Subdivision Regulations	34020 E Easements	10' P.U.E. for all lots adjacent to public Rights of Way (ROW).	10' P.U.E. not required on minor arterial and neighborhood collector due to extra R.O.W. provided. Additional easements for electric service will be provided.
UDC	13.04.060 Easements	10' PUE required along all Rights of Way (ROW)	
UDC	13.02 Open Space	Parkland is required at a ratio of one acre for every 50 lots, fees are currently 250 per unit	Pay 1/2 of the required fees at the time of platting and get credit for open space, trails, and golf course for the other half of required parkland
Subdivision Regulations	33030-N Average Daily Trips on Cul-de-sac	200 Average Daily Trips (ADT)	No maximum
UDC	12.03.020B7b Permitted Cul-de-sacs	200 Average Daily Trips (ADT)	
Subdivision Regulations	33030-U (Table 33030-C) Street Lighting Standards	320 foot spacing	Along arterials and neighborhood collectors, placed at 320' intervals. In addition, street lights at intersections and at end of cul-de-sacs over 500' in length. Additional requested street lighting may be installed in the future at no expense to the City.
UDC	13.07.020 Street Lighting Standards	Required at all intersections and at 300 foot intervals	
Subdivision Regulations	33030-X Pedestrian Circulation/Sidewalks	Both sides of Arterials; one-side of collectors	Sidewalks on both sides or 8' wide sidewalks on one side for arterials and neighborhood collectors. No sidewalks required for residential collectors or local streets. A sidewalk along F.M. 2338 may be deferred until F.M. 2338 is widened at entry area or for ten (10) years from the date of approval of this Agreement by the City, whichever first occurs.
UDC	12.02.020 Sidewalk General Requirements	Both sides of all streets, as needed to provide access to commercial, employment areas, parks, greenways or streets	
Subdivision Regulations	33043 Spacing Between Driveways for Residential	125' min on collectors	No limit on residential collectors
	12.03.010-D5 Spacing Between Driveways for Residential	125' min on residential collectors	

Applicable Regulations		City	Del Webb
Subdivision Regulations	33043 Spacing Between Driveways for Non-residential	300' min on minor arterials	120' on minor arterials at golf course clubhouses
UDC	12.03.020 Spacing Between Driveways on Non-residential	Driveway separation based on posted speed of roadway	
Subdivision Regulations	33044 Spacing Between Driveways and Intersections for Residential Streets	60' min. on local streets	50' min. on local streets on same side as corner
UDC	12.03.010-C Spacing Between Driveways and Intersections for Local Streets	Separation from the corner no less than 50 feet	
Subdivision Regulations	33044 Spacing Between Driveways and Intersections	75' min. on collectors	50' min. on residential collectors on same side as corner
UDC	12.03.010-D Spacing Between Driveways and Intersections for Collector Streets	Separation from the corner no less than 125 feet	
Subdivision Regulations	33051-A General Design Standards/Off-Street Parking	Off-street parking spaces located behind front building	At Phase 1 clubhouses and sales pavilion, the City staff will work with Del Webb to achieve an optimum balance between the 25' front building line setback requirement and the preservation of tree and karst features.
UDC	6.03.040 Non Residential Lot Dimensions	Off-street parking spaces for non-residential uses are not allowed in the front setback only the side and rear of contiguous uses	
Subdivision Regulations	33056 Basic Off-Street Loading Regulations	1 space/buildings 5,000-19,000sq. ft.	1 space minimum/buildings over 5,000 sq.ft. with full food and beverage service.
UDC	9.05-C Off-Street Loading	As needed and will be the minimum size of 12 feet by 54 feet	
Subdivision Regulations	33057 (Table 33057) Parking Facilities Design	For parking pattern of 54°-74°, 22' two-way lane width; 9' (8.5') parking space width; 21' (16.5') parking space length For parking patterns of 54°-90°, landscaped islands not addressed	For parking patter on 54°-74°, 24' two-way lane width; average 9.5' parking space width; 20' parking space length For parking patterns of 54°-90°, parking spaces adjacent to landscaped islands may be 18' long
UDC	9.03.020 Parking Space and Parking Lot Design	All spaces shall be 9 feet by 18 feet and drive aisles must be 26 feet one way drive aisle widths vary on degree of parking	

Applicable Regulations		City	Del Webb
Subdivision Regulations	34010-C Block Length along arterial	1300' min.	600' min. to be considered on plat submittal
Subdivision Regulations	34020-B Lot Dimensions	Depth/width ratio between 2.5 and 1.5	No lot depth/width ratio
Subdivision Regulations	34020-C Lot Orientation	Lots facing each other increase width for lots when side abuts rear yard	No restriction on orientation
Subdivision Regulations	34020-C Double Frontage Lots	Not permitted adjacent to collector	Permit adjacent to collector streets (no access to collectors from such lots)
UDC	6.04.010-C Double Frontage Lots	May not have frontage on two non-intersecting local or collector streets, unless access is taken from the street of the lower classification	
Subdivision Regulations	Table 34020 Lot Sizes	6,000 sq. ft. min.	4,620 sq. ft. for zero lotline lots, no more that 300 lots to be developed (12.0% of remaining lots), 5,000 sq. ft. for cluster lots, no more than 525 lots to be developed (21.0% of remaining lots).
UDC	Table 6.02.030 Housing Type Dimensional Standards	5,500 sq. ft. minimum	
Subdivision Regulations	34020-E Impervious cover	40% max. for each lot	75% for cluster lots; 75% for zero lotline lots*; 65% for single family lots. (40% max. impervious cover in overall development)
UDC	11.02.010 Impervious Cover Limitations	50% maximum up to 65% if impervious coverage waivers are met. This is calculated on a Gross Site Area	
Subdivision Regulations	34020-E Building Coverage (maximum)	30%	50% for cluster lots; 70% for zero lotline lots*; 40% for single family lots. (30% max. building coverage in overall development)

Sun City proposed Lot Development

	Sub Regs	UDC	Sun City Cluster**	Sun City Zero Lotline**	Sun City Standard
Front	25′	20′	10′	10′	20′
Rear	20′	10′	5′	5′	20′
Corner Side	25′	10′	10′	0′/10′ ***	20′****
Side	5/10′	6′	5′	0′/10′	5′
Interior Side	5/10′	6′	5′	0′/10′	5′

*Cluster homes (lots) are detached, single-family product aimed at a market segment seeking a smaller lot with less yard maintenance, but not necessarily at the sacrifice of a larger home. The setbacks for the Cluster Lots have been established to create a pedestrian scaled street scene and more clustered relationship between adjoining homes. Surrounding openspace will offset the increased impervious and building coverage for individual lots. *(Revised by Eighth Amendment to Development Agreement, _____, Doc. No. _____.)*

*Zero Lotline homes (lots) are detached, single-family product aimed at a market segment seeking a smaller lot not at the sacrifice of a larger home. The homes will be oriented towards the side yard area, create unique outdoor living areas. Surrounding open space will offset the increased impervious and building coverage for individual lots. *(Added by Eighth Amendment to Development Agreement, _____, Doc. No. _____.)*

****Neighborhoods 1 through 10 and Neighborhood 12A.** For all residential properties within Neighborhoods 1 through 10 and Neighborhood 12A of Sun City Georgetown, as reflected in the final plats of such neighborhoods recorded in the Official Records of Williamson County, setback distances are to be measured to the outside face of the studs of the framed walls and any structural component, i.e. planter boxes that are constructed from the foundation up or along the face of the exterior wall surface into required front yards.

****All Neighborhoods Finally Platted Subsequent to Neighborhood 12A.** For residential properties within all other neighborhoods to be platted other than neighborhoods 1 through 10 and Neighborhood 12A, setback distances are to be measured in accordance with the City of Georgetown development standards in effect as of July 7, 1997, i.e. measured to the exterior face of the completed, finished wall to include stucco, brick, rock, man-made rock, wood siding and any structural component that is to be constructed from the foundation up or along the exterior wall surface. The roof overhang shall not extend more than twelve inches (12") into a required yard and ornamental features, i.e. planter boxes may be allowed up to twelve inches (12") into a required front yard as long as they are attached to the exterior wall and not an integral part of the wall starting with construction from the foundation. This measurement of setback distances should maintain consistency with the Zoning Ordinance of the City of Georgetown. *(Added by Second Amendment to Development Agreement, 9/23/97, Doc. No. 9743888.)* Air conditioning units are permitted within side lot setbacks.

***10' on street side to provide P.U.E. standards set above. *(Added by Eighth Amendment to Development Agreement, _____, Doc. No. _____.)*

****Note: On back-to-back corner lots only, 15' setback is allowed on secondary front setbacks. Driveways on back-to-back corner lots must take access from the 20' front yard.

ORDINANCE NO. 2021-41

An Ordinance of the City Council of the City of Georgetown, Texas, amending part of the Official Zoning Map for approximately 23.50-acres of land in the Burrell Eaves Survey, Abstract 216, generally located at 135 Sun City Blvd. to amend the existing Sun City Neighborhood 61 Planned Unit Development (PUD), to include attached single-family as a permitted use and increased allowable residential units; 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"):

23.50 acres out of the Burrell Eaves Survey, Abstract No. 216, generally located at the southwest corner of SH 195 and Sun City Boulevard, 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 May 18, 2021, 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 May 25, 2021, 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 facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct, and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim. The City Council hereby finds that this Ordinance 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 2. The PUD Development Plan for the Sun City Neighborhood 61 Planned Unit Development (PUD) is hereby amended as shown in ***Exhibit C*** (PUD Development Plan) and incorporated herein by reference.

Section 3. All ordinances and resolutions, or parts of ordinances and resolutions, in conflict with this Ordinance are hereby repealed, and are no longer of any force and effect.

Section 4. If any provision of this Ordinance or application thereof to any person or circumstance shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are hereby declared to be severable.

Section 5. The Mayor is hereby authorized to sign this ordinance and the City Secretary to attest. This ordinance shall become effective in accordance with the provisions of state law and the City Charter of the City of Georgetown.

APPROVED on First Reading on the 25th day of May, 2021.

APPROVED AND ADOPTED on Second Reading on the 22nd day of June, 2021.

THE CITY OF GEORGETOWN:

Josh Schroeder
Mayor

ATTEST:

Robyn Densmore, TRMC
City Secretary

APPROVED AS TO FORM:

Skye Masson
City Attorney


GEORGETOWN
TEXAS
LOCATION
2020-7-PUD
Exhibit #1
Site
Parcels
City Limits
Georgetown ETJ
N
0
250
500
Feet
CHERRY WOOD CT
TEN OAKS DR
OAK BREEZE CV
WOOD CV
OAK BRANCH DR
SH 195
SH 195
CR 147
SUN CITY BLVD
SUN CITY BLVD
SUN CITY BLVD
SUN CITY BLVD
MILL POND PATH
MILL POND PATH
GRANITE PEAK CV
TRADINGHOUSE CREEK ST
GENTRY CREEK LN
HAYSTACK CREEK TRL
CATTLEMAN DR
CHAMBERS CREEK CT
PAINT CREEK LN
TURTLE CREEK CV
HOLIDAY CREEK LN
CALHOUN LN
LONGVIEW LN
ROCKPORT ST
ARCHER LN
CATTLEMAN DR

Amendment 2
Sun City Texas
Neighborhood 61

City of Georgetown, Texas
PUD Planned Unit Development

Date: **October 20, 2008**
Amendment #1: **March 26, 2009**
Amendment #2: **April 7, 2021**

Applicant: **Del Webb Texas Limited Partnership**
1501 Sun City Boulevard
Georgetown, Texas 78628

Prepared by: **SEC Planning, LLC.**
4201 W Parmer Lane
Suite A220
Austin, Texas 78727
512.246.7003

Exhibit A

Sun City Texas, Neighborhood 61 Planned Unit Development

A. Purpose and Intent

The Neighborhood 61 PUD is composed of approximately 23.50 acres within the Burrell Eaves Survey, Abstract 216 Williamson County (See Exhibit B). The property is located within the land described by Exhibit "A" of the "EIGHTH AMENDMENT TO DEVELOPMENT AGREEMENT WITH DEL E. WEBB CO., L.P., CONCERNING THE DEVELOPMENT OF SUN CITY TEXAS" dated May 30, 2006 (the "Eighth Amendment") and is subject to the Development Agreement between the City of Georgetown and Del Webb Texas Limited Partnership, dated February 14, 1995 as amended by Amendments One through Twelve (collectively, the "Development Agreement"). Pursuant to Section 4 of the Eighth Amendment, the City's Development Regulations in effect on November 1, 1999 govern this application and all other development approvals for the site.

The Applicant intends to design and develop a park that will include a softball field and fenced dog park within a 6.23 acre tract located along Sun City Boulevard, within Sun City Texas. The vision for the park is based upon creating an outdoor park and gathering area within the eastern portions of Sun City Texas. The park will include an approximately 1,000 square foot restroom and storage facility, a non-lighted softball field, and an enclosed dog park as well as associated parking. The park will enhance recreational opportunities and promote the active lifestyle that is synonymous with a Del Webb community.

The park will be governed by the CC&R's of Sun City Texas and made available to residents of Sun City Texas on the same basis as other common area facilities within Sun City.

Additionally, the Applicant intends to develop the remaining area of the PUD as a residential neighborhood. The neighborhood design, lot standards and residential product for the neighborhood will comply with the standards established in Exhibit G of the Development Agreement (Revised by City Council March 28, 2006). The future neighborhood will be consistent with and compliment the existing neighborhoods of Sun City Texas.

The contents of this PUD further explain and illustrate the overall appearance and function desired for this park as well as the residential neighborhood.

A Conceptual Development Plan has been attached to this PUD, Exhibit C, to illustrate the design intent for the property. The Conceptual Development Plan is intended to serve as a guide to illustrate the general development vision and design concepts and is not intended to serve as a final document.

B. Conceptual Development Plan

Exhibit C attached is a conceptual development plan intended to visually convey the design intent for Sun City Texas, Neighborhood 61. The plan illustrates the design of the softball park and dog park that is a portion of the PUD. The design is not final, and is subject to refinement during the platting and site planning stages. This PUD zoning document does not constitute plat or site plan approval of the attached plan.

The parcel selected for the softball and dog park is immediately adjacent to the existing Community Gardens, along Sun City Boulevard. Currently, there is a median break at the access to the Community Gardens. Due to median break spacing requirements and the desire to create a cohesive park space, the design incorporates a shared drive and parking for the park. This is illustrated in Exhibit C.

The focal point of the park is the softball field and associated dugouts and bleachers. The facility will create a location for the residents of Sun City to enjoy organized softball games within the community. Along with the softball field, the park includes a dog park area. The dog park incorporates two separate enclosed areas. One area will be reserved for large dogs while the second will be reserved for small dogs.

Additionally, the park will include a small, approximately 1,000 square foot building. The building will contain restrooms and storage areas for equipment associated with the park. The building may also include a limited use kitchen that may be used for softball league gatherings or other resident events.

The creation of an outdoor gathering and entertaining space will also be critical to the design. An event lawn has been designed in close proximity to the building to host league events or other gatherings. The area will be a level event lawn.

Consistent with Exhibit C, the 17.27 acres east of the park will be a future residential neighborhood. The neighborhood will be designed in the future and generally match the design depicted on Exhibit C.

C. Allowable Uses

1. Softball and Dog Park

The 6.23 acre park may include the following uses:

- Multi-use Building (approximately 1,000 sq. ft.)
  - Limited use kitchen
  - Storage space(s)
  - Restrooms

- Storage Shed (approximately 400 sq. ft.)
  - Enclosed storage area for sports equipment storage

- Softball field (not lighted, for daytime play only)
  - Bleachers
  - Dugouts
  - Fencing
  - Scoreboard

- Enclosed dog park

- Outdoor walking trails

- Parking associated with the uses outlined above

2. Residential

The 17.27 acre residential component will include Single Family Attached Standard Lots as defined in Exhibit G of the Development Agreement (Revised by City Council March 28, 2006).

While the residential lot total will be determined during the preliminary plat process, the lot total within the PUD will not exceed 75 units. The Development Agreement established a not to exceed limit of 7,575 residential units within Sun City Texas. The residential lots proposed within the Neighborhood 61 PUD are included within the approved lot total for Sun City Texas.

The proposed residential lots within the Neighborhood 61 PUD (Single Family, Standard Lots) ensure that the overall Sun City Texas residential product mix limits and criteria established in Exhibit G of the Development Agreement are met.

D. Softball and Dog Park Standards

1. Scoreboard Guidelines

A scoreboard will be installed as part of the softball field as illustrated on Exhibit C. While the specific scoreboard has not been selected, it will be consistent with commercially available softball scoreboards. The scoreboard and mounting system will be designed with the following criteria:

- Maximum Height — 25 feet (from finish grade)
- Maximum Width — 25 feet
- Maximum Scoreboard Area — 400 square feet
- The scoreboard will be sited a minimum of 60 feet from any parcel line.

2. Outfield Fence

An outfield fence will be constructed as illustrated on Exhibit C. The fence will not exceed 6 ft. in height measured from finish grade on the softball field side of the fence.

3. Lot Configuration and Building Setbacks

The Conceptual Development Plan illustrates the site circulation and lot configuration. The park development plan is designed with the following building setbacks:

- Front 25 feet
- Rear 25 feet
- Side 10 feet

Circulation and parking design may encroach within the 25 foot front yard and 25 foot rear yard setbacks. In such instances, a minimum 10 foot landscape buffer will be established between the parking lot and public right-of-way and/or adjoining property line comply with section D.5, Parking Lot Landscaping Requirements of the PUD.

4. Parking Requirements

The Softball and Dog Park will comply with Table D.1, Parking Ratio of this PUD.

The park is immediately adjacent to the Sun City Texas Community Gardens. In association with the construction of the park, the Applicant will also construct paved parking on the Community Gardens lands as indicated on Exhibit C. The new parking area constructed within the Community Gardens (per Exhibit C) will be credited towards the parking requirements outlined within Table D.1, Parking Ratio below. The new parking area will not replace or be intended as a substitute for the existing parking areas within the Community Gardens.

Standard parking spaces shall be sized 10 feet wide by 18 feet long and may be reduced to sizes outlined in Table 7B, Parking Facilities Design of the 2001 City of Georgetown Zoning Ordinance if desired by the Applicant to increase the provided parking.

Table D.1 - Parking Ratio

SPECIFIC USE	GENERAL REQUIREMENT
Softball Field	30 spaces
Dog Park	10 spaces

5. Parking Lot Screening Requirements

It is the design intent to reduce the visual impact of parking areas from public right-of-ways. Therefore, screening will be incorporated into the landscape design, maintained at least 36 inches in height, and be achieved through one of the following methods:

a. Planting screens (hedge)
b. Masonry walls (not to exceed 6 ft in height, measured from finished grade)
c. Berming in naturalistic forms
d. Or a combination of any of the above along with trees

Live screening shall be capable of providing a solid 36-inch screen within two years, as determined by a landscape architect or other licensed professional. The hedge calculation shall be one (1) evergreen shrub per three (3) linear feet for parking frontage to be screened. In an effort to create naturalistic plant massing, screening shall be offset at least six (6) feet every 60 linear feet.

6. Parking Lot Landscaping Requirements

The development plan will achieve a landscape feel consistent with the other built amenity areas within Sun City Texas. In order to achieve this goal and create a campus like setting, parking within the PUD will be landscaped to the following standards:

a. Parking Lot Landscape Calculation
The parking lot landscape area requirements are based on the percentage of required parking located between the building façade and the street right-of-way: for the purpose of this PUD, 18 square feet of landscaping is required per parking stall.

7. Buffer Yard Requirements

a. A fifty feet (50') wide bufferyard shall be located along Oak Branch Drive. Twenty-five feet (25') of the bufferyard is an existing electrical easement immediately adjacent to the Oak Branch Drive right-of-way. Landscaping in this area shall be limited to turf, native wildflowers or similar low material. Within the remaining 25 feet (25'), two (2) shade trees, four (4) evergreen ornamental trees and five (5) each 5-gallon shrubs shall be planted per each 50 linear feet of bufferyard.

   Additionally, a six feet (6') tall masonry or fencrete wall may be installed along the internal edge of the buffer.

b. A minimum 25 feet (25') bufferyard shall be located along State Highway 195. As possible, existing vegetation within the bufferyard shall be preserved to retain the natural character along the roadway. Additionally,

two (2) shade trees, four (4) evergreen ornamental trees and five (5) each 5-gallon shrubs shall be planted per each 100 linear feet.

Additionally, a six feet (6') tall masonry or fencecrete wall shall be installed along the side and/or rear property lines adjacent to this buffer. In locations where residential lots are not located, the wall shall be installed at least 25 feet (25') from the State Highway 195 right-of-way.

Street Tree Requirements

As described above, the development plan has been designed to compliment the existing character of Sun City Texas. This design goal results in a design that minimizes impacts to existing areas of the site. Additionally, the development will be built consistent with the existing streetscape look and feel of Sun City Texas.

Therefore, per the goals outlined above, and consistent with the governing ordinances established in the Sun City Texas Development Agreement, street trees are not required along right-of way frontage adjoining the PUD.

9. Impervious Cover

The development plan will be designed within compliance of the impervious cover limitations outlined within the Eighth Amendment of the Sun City Texas Development Agreement. Exhibit G of the Development Agreement (Revised by City Council March 28, 2006) establishes a 40% maximum impervious cover in overall development.

10. Building Coverage

The development plan will be designed within compliance of the building coverage limitations outlined within the Eighth Amendment of the Sun City Texas Development Agreement. Exhibit G of the Development Agreement (Revised by City Council March 28, 2006) establishes a 30% maximum building coverage in overall development.

11. Building Height

Due to the multi-use building's proximity to Sun City Boulevard, the building will incorporate key architectural elements. The height of the building and all associated architectural elements will not exceed thirty five (35) feet as measured from the finish floor elevation.

12. Building Mass, Articulation, and Building Elements

In order to provide a look and feel consistent with the existing Sun City Texas community, the following building techniques shall be applicable at time of Site Plan review:

- Building Articulation - Building frontage greater than 100 feet in length shall have offsets, stepped back heights and roofs with regular width or varied wall surfaces.
- Building Materials/Color - Shall be consistent with the materials and colors used throughout the existing portions of Sun City Texas.
- Roof Types and Materials - Mansard roofs and canopies without a minimum vertical distance of six to eight feet and at an angle not less than 25 degrees, and not greater than 70 degrees.

Accessory buildings are not subject to review and compliance with building mass, articulation, and building element requirements.

13. Signage

The control and placement of signs is especially important to the aesthetic harmony of Sun City Texas. A critical component of a cohesive community is the sense of place and identity. Entry Signage associated with the Softball and Dog Park will be consistent with the Sun City Texas Master Sign Plan and existing signs within the community. The Master Signage Plan identifies a sign at the entry of the Community Gardens. Due to the fact that this entry is the only median break, it will function as a shared access for the Softball and Dog Park. Therefore, the approved sign at this location will include information related to the park.

Along with the entry sign, the PUD allows the use of the following signs as part of the park programming and use requirements:

- **Scoreboard Signs**
  Up to two (2) sponsorship signs may be placed within the 400 sq. ft scoreboard area identified in Section D.1.

- **Outfield Signs**
  Sponsorship signs may be incorporated along the outfield fence following the standards outlined below:

  - Not to exceed a total of 20 signs
  - Maximum Area 34 sq. ft.
  - Maximum Size 8 ft. x 4 ft., not to exceed height of outfield fence
  - All sponsorship signs must be located between the foul poles, facing towards home plate

- **Informational Signs**
  Informational signs may be placed throughout the park as necessary by the applicant. The use of such signs may include but not be limited to posting operating hours and dog park rules. Such signs may be placed by the Applicant so long as they meet the following guidelines:

  - Maximum Area 6 sq. ft.

- Maximum Size 2 ft. x 3 ft., not to exceed 4 ft. in height measured from finished grade
- Contain no advertizing for organizations unless directly associated with Sun City Texas

Residential Standards

1. **Residential Lot Total**

   The residential lot total established within the Neighborhood 61 PUD will not exceed 75 residential units.

2. **Residential Lot Sizes**

   At the time of preliminary plat submittal all residential lots within the PUD will be designed to comply with the minimum lot size outlined in Exhibit G of the Development Agreement (Revised by City Council March 28, 2006).

3. **Residential Buffer**

   A 15 foot (15') buffer will be provided between the Softball & Dog Park boundary and the residential neighborhood. The buffer will provide screening of the park from the neighborhood. Screening will be achieved through one of the following methods:

   c. Preservation of existing vegetation
   d. Planting screens (hedge)
   e. Solid screen walls
   f. Berming in naturalistic forms
   g. Or a combination of any of the above along with trees

4. **Residential Lot Building Setbacks**

   All residential lots designed within the PUD will be designed to comply with the building setbacks outlined within Exhibit G of the Development Agreement (Revised by City Council March 28, 2006) for Standard Lots as follows:

Front	20 ft.
Rear	20 ft.
Corner Side	20 ft.
Side	5 ft.

5. **Impervious Cover**

   The impervious cover limitations will comply with the lot development standards established in Exhibit G of the Development Agreement (Revised by City Council March 28, 2006). The standard is 65% impervious cover on a per single family lot basis with a 40% maximum for the overall development.

Building Coverage

The building coverage limitations will comply with the lot development standards established in Exhibit G of the Development Agreement (Revised by City Council March 28, 2006). The standard is 40% building coverage on a per single family lot basis with a 30% maximum for the overall development.

7. Signage

The control and placement of signs is especially important to the aesthetic harmony of Sun City Texas. A critical component of a cohesive community is the sense of place and identity. All signage associated with the neighborhood entrance will be consistent with the Sun City Texas Master Sign Plan and existing signs within the community.

8. Roadways

Horizontal design and street cross sections will be designed within compliance with those outlined within Exhibit G of the Development Agreement.

9. Public Neighborhood Parks

In accordance with the Development Agreement, public parks are not required within the neighborhood.

10. Public Facilities

There are no public facilities, i.e., schools or fire station within the residential portion of the PUD.

EXHIBIT B
Field Notes

METES AND BOUNDS DESCRIPTION
OUT OF THE BURRELL EAVES SURVEY, ABSTRACT NO. 216
WILLIAMSON COUNTY, TEXAS

Being 23.502 acres (1,023,748 sq. ft.) of land situated in the Burrell Eaves Survey, Abstract Number 216 of Williamson County, Texas and being a portion of the remainder of a called 753.350 acre, 0.054 acre and 310.706 acre tract, as recorded in Document Number 9558177 of the Official Public Records of Williamson County, Texas (O.P.R.W.C.T.) and all of Lot "A" of the Sun City Texas, P.U.D., Softball Field and Dog Park in Neighborhood Sixty-One plat, as recorded in Cabinet "GG", Slides 94-96, O.P.R.W.C.T. Said 23.502 acre tract being more particularly described by metes and bounds as follows with all bearings being referenced to the Texas State Plane Coordinate System, Texas Central Zone, NAD 83/93 HARN Datum with all distances shown hereon converted to surface values by multiplying by the combined scale factor of 1.000143965.

POINT OF BEGINNING, being a 4-inch brass disk TXDOT type II monument found for the Northwest corner of Parcel 106, Part 1 of State Highway 195, as described in Document Number 2012000772, O.P.R.W.C.T., same being a point being in the south Right-of-Way line of Oak Branch Drive (80.00-foot right-of-way), as dedicated by plat recorded in Document Number 9646894, O.P.R.W.C.T., and in Cabinet "N" slides 231-232, Plat Records of Williamson County, Texas (P.R.W.C.T.).

THENCE, along the said new Right-of-Way line of Parcel 106, Part 1, the following five (5) courses:

1. South 75°27'04" East, distance of 37.41 feet to a 4-inch brass disk TXDOT type II monument found;
2. South 49°43'10" East, a distance of 361.75 feet to a 4-inch brass disk TXDOT type II monument found;
3. South 50°24'00" East, passing at 134.21 feet a point for the north corner of Parcel 106E, as recorded in Document Number 2012000773, O.P.R.W.C.T., continuing an additional 90.00 feet passing a point for the east corner of said Parcel 106E; continuing an additional 25.00 feet, in all a Total Distance of 249.21 feet to a 4-inch brass disk TXDOT type II monument found;
4. South 52°08'47" East, a distance of 482.67 feet to a 4-inch brass disk TXDOT type II monument found for a point curvature;
5. 160.30 feet along the arc of a curve to the left, having a Radius of 11,579.16 feet, a Central angle of 00°04'36", a Chord bearing of South 50°45'47" East, and a chord distance of 160.30 feet, to a 4-inch brass disk TXDOT type II monument found for a point in the North Right-of-Way line of Sun City Boulevard (120.00-foot right-of-way), as dedicated by Plat of Planned Unit Development of Sun City Boulevard "Extension" (East), as recorded in Cabinet "FF", slides 171-173, P.R.W.C.T.;

THENCE, along the north Right-of-Way line (120.00-foot R.O.W.) of said Sun City Boulevard the following four (4) courses:

1. South 69°07'20" West, a distance of 365.70' to a 1/2-inch iron rod with "SURVCON INC." cap found for a point of curvature;
2. 249.36 feet along the arc of a curve to the right, having a Radius of 1200.00 feet, a Central angle of 11°54'21", a Chord bearing of South 75°04'31" West, and a chord

distance of 248.86 feet, to a 1/2-inch iron rod with "SURVCON INC." cap found for a point of tangency;

3. South 81°01'41" West, passing a 1/2-inch iron rod with "SURVCON INC." cap found at a distance of 442.25 feet for the southeast corner of Lot "A", Final Plat of Planned Unit Development of Sun City, Texas, Softball Field & Dog Park in Neighborhood Sixty-One, as recorded in Cabinet "GG", Slides 94-96, P.R.W.C.T. and continuing 255.62 feet, for a total distance of 697.87 feet to a 1/2-inch iron rod with "SURVCON INC." cap found for a point of curvature;
4. 447.92 feet along the arc of a curve to the left, having a Radius of 1260.00 feet, a Central angle of 20°22'06", a Chord bearing of South 70°50'38" West, and a chord distance of 445.57 feet, to a 1/2-inch iron rod with "SURVCON INC." cap found for the southwest corner of said Lot "A";

THENCE, North 29°20'27" West, departing the northerly line of said Sun City Boulevard, with a westerly line of said Lot "A", a distance of 133.28 feet to a 1/2-inch iron rod with "SURVCON INC." cap found for a northwest corner of said Lot "A";

THENCE, North 67°11'43" East, with a northerly line of said Lot "A", a distance of 258.59 feet to a 1/2-inch iron rod with "SURVCON INC." cap found for an "ell" corner of said Lot "A";

THENCE, North 22°48'17" West, with a westerly line of said Lot "A", a distance of 411.46 feet to a 1/2-inch iron rod with "SURVCON INC." cap found for the northernmost northwest corner of said Lot "A", said point being on the southerly right-of-way line of Oak Branch Drive (80' right-of-way) as per the plat of Shady Oaks Estates, Section One, as recorded in Cabinet "N", Slide 231, P.R.W.C.T.;

THENCE, along the line common to the southerly right-of-way line of said Oak Branch Drive (80.00-foot right-of-way) and the northerly lines of said Lot "A" and the remainder of said 753.35 acre, 0.054 acre and 310.706 acre tracts, the following three (3) courses;

1. North 63°07'24" East, a distance of 262.16 feet to a 1/2-inch iron rod with "SURVCON INC." cap found to a point of curvature;

2. 102.27 feet along the arc of said curve to the left, passing a 1/2-inch iron rod with "SURVCON INC." cap found at the northeast corner of said Lot "A", continuing 129.28 feet along the arc of said curve to the left, having a total arc distance of 231.55 feet, having a radius of 465.61 feet, through a central angle of 28°29'38", a chord bearing of North 48°32'25" East and a chord distance of 229.7 feet to a point for a computed point of tangency from which a 1/2-inch iron rod with "SURVCON INC." cap found bears South 38°34'01" West, a distance of 5.76 feet;
3. North 34°32'24" East, a distance of 465.24 feet, to the POINT OF BEGINNING and containing a computed area of 23.502 acres of land.

EXHIBIT C

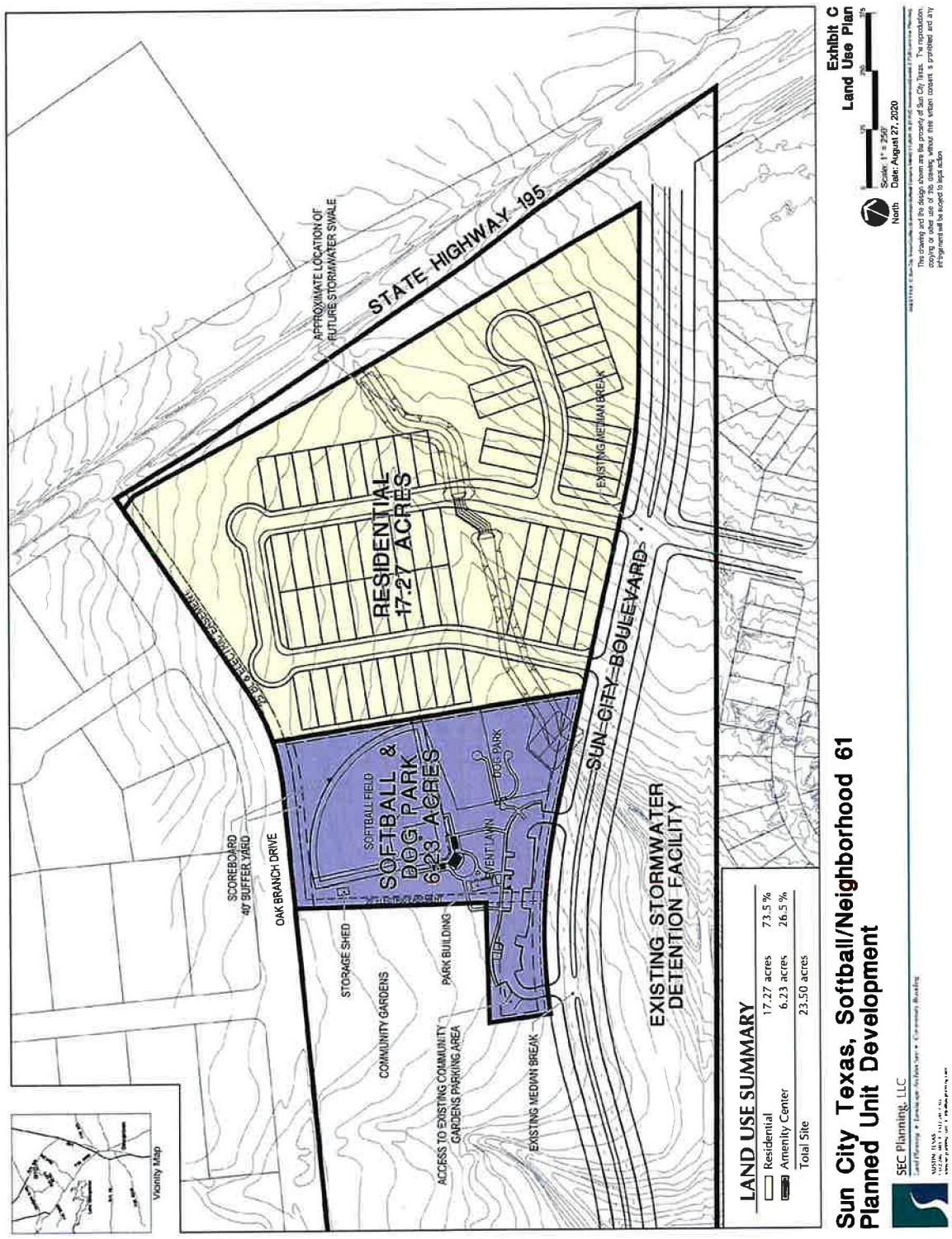


Exhibit C
Land Use Plan
Scale: 1" = 250'
North
Date: August 27, 2020
STATE HIGHWAY 195
APPROXIMATE LOCATION OF FUTURE STORMWATER SWALE
RESIDENTIAL
17.27 ACRES
EXISTING MEDIAN BREAK
SUN CITY BOULEVARD
EXISTING STORMWATER
DETENTION FACILITY
SOFTBALL &
DOG PARK
6.23 ACRES
SOFTBALL FIELD
DOG PARK
EVENT LAWN
PARK BUILDING
STORAGE SHED
COMMUNITY GARDENS
ACCESS TO EXISTING COMMUNITY
GARDENS PARKING AREA
EXISTING MEDIAN BREAK
SCOREBOARD
40' BUFFER YARD
OAK BRANCH DRIVE
Vicinity Map
LAND USE SUMMARY
Residential 17.27 acres 73.5 %
Amenity Center 6.23 acres 26.5 %
Total Site 23.50 acres
Sun City Texas, Softball/Neighborhood 61
Planned Unit Development
SEC Planning, LLC