City of Seagoville
Meeting Agenda
City Council

City Hall
702 N. Hwy 175
Seagoville, Texas 75159

Monday, September 14, 2026	6:30 PM	Council Chambers

DENNIS K. CHILDRESS
MAYOR

RICK HOWARD
MAYOR PRO TEM

ALLEN GRIMES
COUNCILMEMBER

CAREY D. NEAL JR.
CITY MANAGER

JOSE HERNANDEZ
COUNCILMEMBER

JON EPPS
COUNCILMEMBER

HAROLD MAGILL
COUNCILMEMBER

Notice is hereby given that the City Council of the City of Seagoville, Texas will meet in a Regular Meeting at 6:30 PM, to be held at City Hall 702 N. Hwy 175 Seagoville, Texas 75159.

Section 551.043 of the Texas Government Code:
The FY2027 Proposed Budget is available for review on the City's official website homepage at: https://www.seagoville.us/
Section 551.071 of the Texas Government Code:
This meeting may be convened into closed Executive Session for the purpose of seeking confidential legal advice from the City Attorney on any agenda item listed herein.

The City of Seagoville reserves the right to reconvene, recess or realign any session or order of business at any time prior to adjournment. The purpose of the meeting is to consider the following items:

WORK SESSION - 6:30 PM

1. **Call to Order**
2. **Receive a presentation regarding National Night Out.**
   NNO Flyer
3. **Receive and discuss a presentation from Urban SDK.**
   Urban SDK (SOW)
   Urban SDK Flyer
4. **Discuss Regular Session agenda items.**
5. **Adjourn**

REGULAR SESSION - 7:00 PM

6. **Call to Order**
7. **Invocation and Pledge of Allegiance**
8. **Mayor's Report**
9. **Present a Proclamation to the National Alliance on Mental Illness (NAMI) Dallas Southern Sector.**
   Proclamation - Suicide Prevention and Awareness Month
10. **Public Comments**
    Any person wishing to address the City Council during Public Comments section of the agenda must first register with the City Secretary. Registered speakers shall be allowed three (3) minutes to speak before the City Council. City Council shall not discuss or take action relative to any public comments made during Public Comments of the meeting.

Consent Agenda

11. **Consider approving the City Council meeting minutes: August 24, 2026.**
    2026-08-24 MIN CC
12. **Consider a Resolution approving a negotiated settlement between the Atmos Cities Steering Committee ("ACSC") And Atmos Energy Corp., Mid-Tex Division regarding the company's 2026 rate review mechanism filing; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement; and finding the rates to be set by the attached settlement tariffs to be just and reasonable and in the public interest.**
    RES - Atmos Mid-Tex 2026 RRM
    Attachment 1 - Tariffs
    Attachment 2 - Pension Benchmark
    Average Bill
13. **Consider a Resolution authorizing the terms and conditions of an Interlocal Agreement between the City of Seagoville and Dallas County on behalf of Dallas County Health and Human Services for Food Establishment Inspections and Environmental Health Services for Fiscal Year 2026-2027 and; authorizing the City Manager to execute said agreement.**
    RES - ILA DCHHS
    FY2027 Food Establishment Agreement
14. **Consider a Resolution approving and authorizing the City Manager to execute a radio network security element monitoring agreement with Motorola Solutions.**
    RES - Motorola Solutions
    Letter
    ASTRO MDR Proposal
15. **Consider a Resolution adopting the City of Seagoville Investment Policy for fiscal year 2026-2027.**
    RES - FY 2027 Investment Policy
16. **Consider adopting the City of Seagoville's Financial Policy for fiscal year 2026-2027.**
    FY 2027 Financial Policy

Public Hearing

17. **Conduct a public hearing to receive citizen input on the proposed tax rate of $0.769910 per $100 valuation, which is greater than the no new revenue tax rate calculated by the Dallas County Tax Assessor/Collector of $0.707260 per 100 and not greater than the voter-approval tax rate of .769911 per $100. This rate will raise more revenue from property taxes than last year's budget by an amount of $1,718,112.**

Regular Agenda

18. **Discuss and consider an Ordinance approving and authorizing the issuance and sale of the City of Seagoville, Texas Special Assessment Revenue Bonds, Series 2026 (Stonehaven Public Improvement Disitrict Improvement Area #3 Project) in an aggregate principal of $5,975,000; approving and authorizing an indenture of trust, a bond purchase agreement, a limited offering memorandum, a continuing disclosure agreement, and other documents in connection therewith.**
    ORD - Bond Ordinance - Stonehaven PID IA #3
    Service and Assessment Plan
19. **Discuss and consider an Ordinance adopting the budget for fiscal year beginning October 1, 2026 and ending September 30, 2027; providing that expenditures for said fiscal year shall be made in accordance with said budget; appropriating and setting aside the necessary funds out of the general and other revenues for said fiscal year for the maintenance and operation of the various departments and for various activities and improvements of the City.**
    ORD - Adopt FY 2027 Budget
20. **Discuss and consider a Resolution adopting the Master Fee Schedule.**

RES - Master Fee Schedule
FY 2027 Master Fee Schedule

21. **Discuss and consider an Ordinance amending Chapter 19 "Utilities", Article 19.03 "Water and Sewers", Division 2 "Rates and Charges" by amending Section 19.03.061 "Water Rates" and Section 19.03.062 "Sewer Rates" for fiscal year beginning October 1, 2026.**
    ORD - Water and Sewer Rates
22. **Discuss and consider approval of a Resolution ratifying the property tax revenue increase reflected in the City's adopted fiscal year 2026-2027 budget, which is a budget that will require raising more revenue from property taxes than in the previous year.**
    RES - Ratify Tax Rate
23. **Discuss and consider an Ordinance adopting and levying ad valorem taxes for the year 2026 (fiscal year 2026 - 2027) at a rate of $0.769910 per one hundred dollars ($100) assessed valuation on all taxable property within the corporate limits of the City of Seagoville as of January 1, 2026, to provide revenue for the payment of current expenses; providing for an interest and sinking fund for all outstanding debt of the City of Seagoville; and providing for due and delinquent dates together with penalties and interest.**
    ORD - Ad Valorem Tax Rate and Levying
24. **Items of community interest and councilmember reports.**
    Section 551.0415 of the Texas Government Code: The City Council or City Administration may report information on the following items 1) express thanks, congratulations, or condolences, 2) information about holiday schedules, 3) recognition of individuals, 4) reminders about upcoming City events, 5) information about community events, and 6) announcements involving an imminent threat to public health and safety.
25. **Discuss future agenda items.**
26. **Adjourn**

CERTIFICATE

I certify that the above Notice of Meeting for Monday, September 14, 2026 was posted on the bulletin board at City Hall of the City of Seagoville, Texas on Tuesday, September 8, 2026 by 5:00 p.m.

_____
Sara Egan, City Secretary

The City of Seagoville does not discriminate based on disability in the admission or access to, or treatment or employment in, its programs or activities. If you have a request for services that will make this program accessible to you, please contact the City of Seagoville at least 72 hours in advance at (972) 287-6819 or email citysecretary@seagoville.us . (TDD access 1-800-RELAY-TX)

UPCOMING MEETING DATES:

- Monday, September 28, 2026
- Monday, October 19, 2026

CITY OF SEAGOVILLE
TAXPAYER IMPACT STATEMENT

House Bill 1522, passed by the Texas Legislature in 2025, amends section 551.043 of the Texas Government Code to require that the notice of a meeting required to be posted under section 551.043(a) of the Texas Open Meetings Act, at which a governmental body will discuss or adopt a budget for the governmental body, must include a taxpayer impact statement showing, for the median-valued homestead property, a comparison of the property tax bill in dollars pertaining to the property for the current fiscal year to an estimate of the property tax bill in dollars for the same property for the upcoming fiscal year.

The City of Seagoville has proposed a budget for the City's 2026-2027 fiscal year. The City intends to adopt its budget on or before September 30, 2026.

- Value of Median-Valued Homestead Property in the City: $241,546
- Property Tax Bill for the Current Fiscal Year ($0.720743): $1,740
- Estimated Property Tax Bill for the Upcoming Fiscal Year if the City Adopts the Proposed Budget and Tax Rate ($.769910): $1,860
- Estimated Property Tax Bill for the Upcoming Fiscal Year if the City Adopts a Balanced Budget Funded at the No-New-Revenue Tax Rate ($.707260): $1,708

The estimates in this Impact Statement are valid only for the proposed budget and proposed tax rate that the City Council will discuss at its meeting on September 14, 2026. The proposed budget and the proposed tax rate may each be amended by City Council at any time before their final adoption. If the City Council intends to discuss the proposed budget at a subsequent meeting, the City will include a Taxpayer Impact Statement in the notice for that meeting which will include updated estimates based on any amendments to the proposed budget and proposed tax rate.

I hereby certify that the foregoing Taxpayer Impact Statement was included in the public notice for the City Council meeting to be held on September 14, 2026.

Carey D. Neal Jr.

Date: September 8, 2026

Name: Carey D. Neal, Jr.
Title: City Manager

TO: Mayor and Council Members

FROM: Officer Heather Howells

DATE: September 14, 2026

ITEM: 2

DESCRIPTION: Receive a presentation regarding National Night Out.

INTRODUCTION
Announcement for National Night Out for Mayor and Council members to attend.

BACKGROUND
National Night Out is October 6th, 2026 from 6pm to 8pm at Bruce Central Park, 1801 N Hwy 175 Seagoville, TX.

ATTACHMENTS
1. NNO Flyer


SEAGOVILLE
POLICE DEPARTMENT
NATIONAL NIGHT OUT
NNO
2026
POLICE
TOGETHER, WE BUILD A STRONGER COMMUNITY!
TUESDAY
OCTOBER 6TH, 2026
6:00 PM – 8:00 PM
BRUCE CENTRAL PARK
1801 US-175 FRONTAGE RD
SEAGOVILLE, TEXAS 75159
FREE EVENT
EVERYONE WELCOME!
FOOD
GAMES
DRONE DEMONSTRATION
FIRE/ POLICE APPARATUS
AND MORE!
BUILDING SAFER NEIGHBORHOODS. STRENGTHENING OUR COMMUNITY.

TO:	Mayor and City Council
FROM:	Steve Davis, Police Chief
DATE:	September 14, 2026
ITEM:	3
DESCRIPTION:	Receive and discuss a presentation from Urban SDK.

INTRODUCTION
Receive and discuss a presentation from Urban SDK regarding potential services.

ATTACHMENTS
1. Urban SDK (SOW)
2. Urban SDK Flyer



Urban SDK

&

City of Seagoville, Texas

Prepared For:

Carey Neal

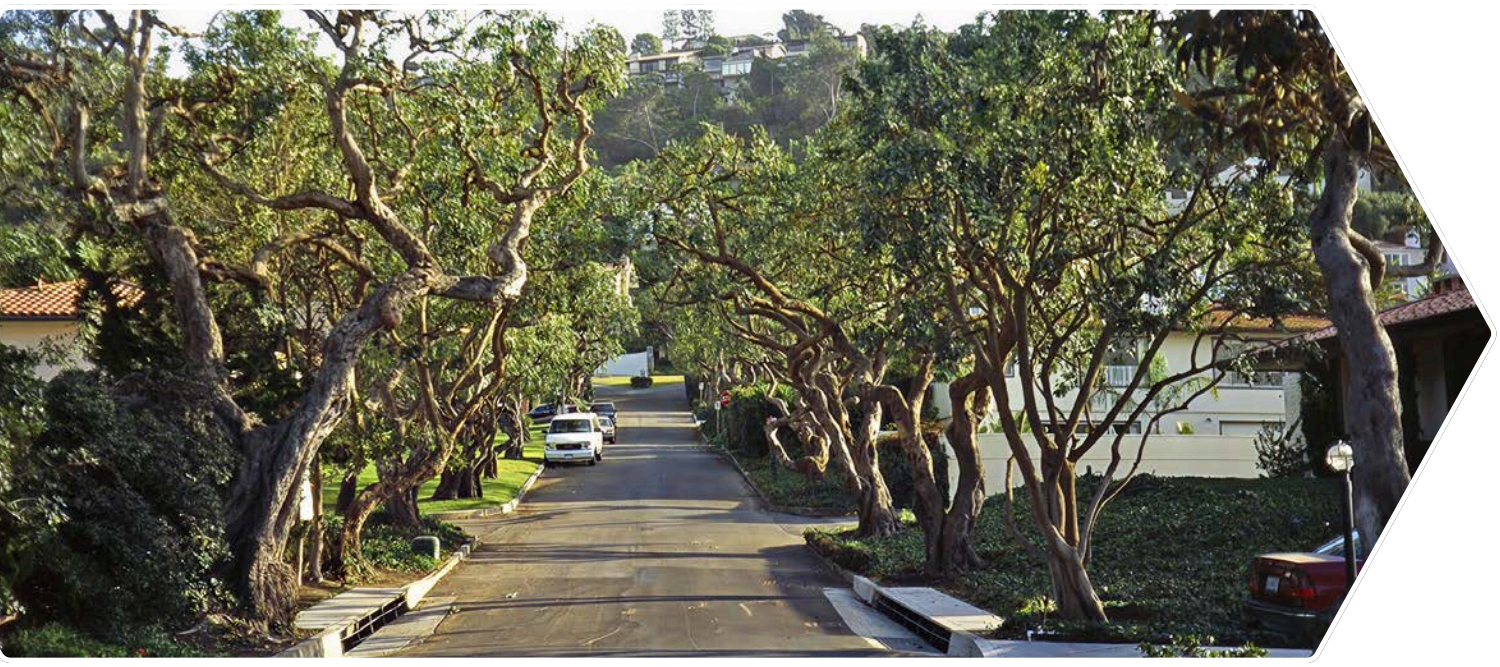
City of Seagoville, Texas

Prepared By:

Don Oliva

Urban SDK

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About Us

Urban SDK is a leading provider of geospatial AI solutions, equipping public leaders with actionable insights and automation for mission-critical decisions. Established in 2018 and headquartered in Jacksonville, Florida, Urban SDK is the only platform on the market that provides a comprehensive System of Action to state and local governments. Our team of military veterans, engineers, scientists, policymakers, and entrepreneurs are all committed to the same unified vision: easing the burdens of community leaders through innovation.

Our System of Action unifies data, workflows, and AI so local governments can break free from technical debt and respond to changing conditions at scale. In doing so, Urban SDK's approach delivers measurable ROI to each of our customers, enabling agencies to recapture time, budget and precision in order to accelerate projects, refine resource allocations and respond more quickly to their constituents.

Our partners throughout North America leverage Urban SDK to help:

- Replace manual data collection and empower decision making
- Orchestrate regulated processes and operating procedures
- Align staff with decision support systems to increase efficiency
- Connect disparate departments to achieve common goals
- Enable officials to adjust actions based on changing conditions

Popular Use Cases



Including Traffic Enforcement, Urban SDK aids clients with daily mission critical objectives such as:

- **Traffic Calming -** Reducing speeds and improving pedestrian/bike safety
- **Traffic Enforcement -** Proactively reducing risky driving behaviors and ensuring compliance with traffic codes
- **School Zone Safety -** Reducing speeds and improving safety near schools
- **Work Zone Monitoring -** Monitoring traffic, safety, and compliance around road construction zones
- **Traffic Safety Analysis -** Prioritizing resources where crime and traffic risks overlap
- **Event Impact Monitoring -** Tracking congestion, blocked emergency lanes, and road closures before, during, and after major events
- **Cut-Through Traffic -** Identifying local residential streets or unintended routes used to bypass congestion, accidents, or delays on main thoroughfares
- **Sidewalk Inventory -** Performing ADA audits and safety workflows without field visits

Traffic Enforcement

Definition

Traffic enforcement is the practice of proactively reducing risky driving behaviors and ensuring compliance with traffic codes using real-time data.

Challenges of the Current Process

Departments are swamped with speeding and traffic complaints, despite 80% of them being perception issues. With no ground truth, departments respond to every complaint.

How Urban SDK Solves These Issues

With Urban SDK, resources are directed to areas that have systematic issues rather than chasing perceptions.

Key Objectives Improved by Urban SDK

- Reduction of crashes and fatalities
- Deter speeding, DUI, distracted driving
- Ensure compliance in school/work zones
- Support patrol coverage & public safety ops

Required Urban SDK Data

01 Speed Module

Add-On Options

01 Volumes Module

02 Crash Integration

Platform Features

- Real-time hot spot dashboards
- Rules Engine alerts
- Automated workflows for patrol supervisors

Departments that Benefit

City Police Department

More efficient enforcement efforts

Traffic Unit

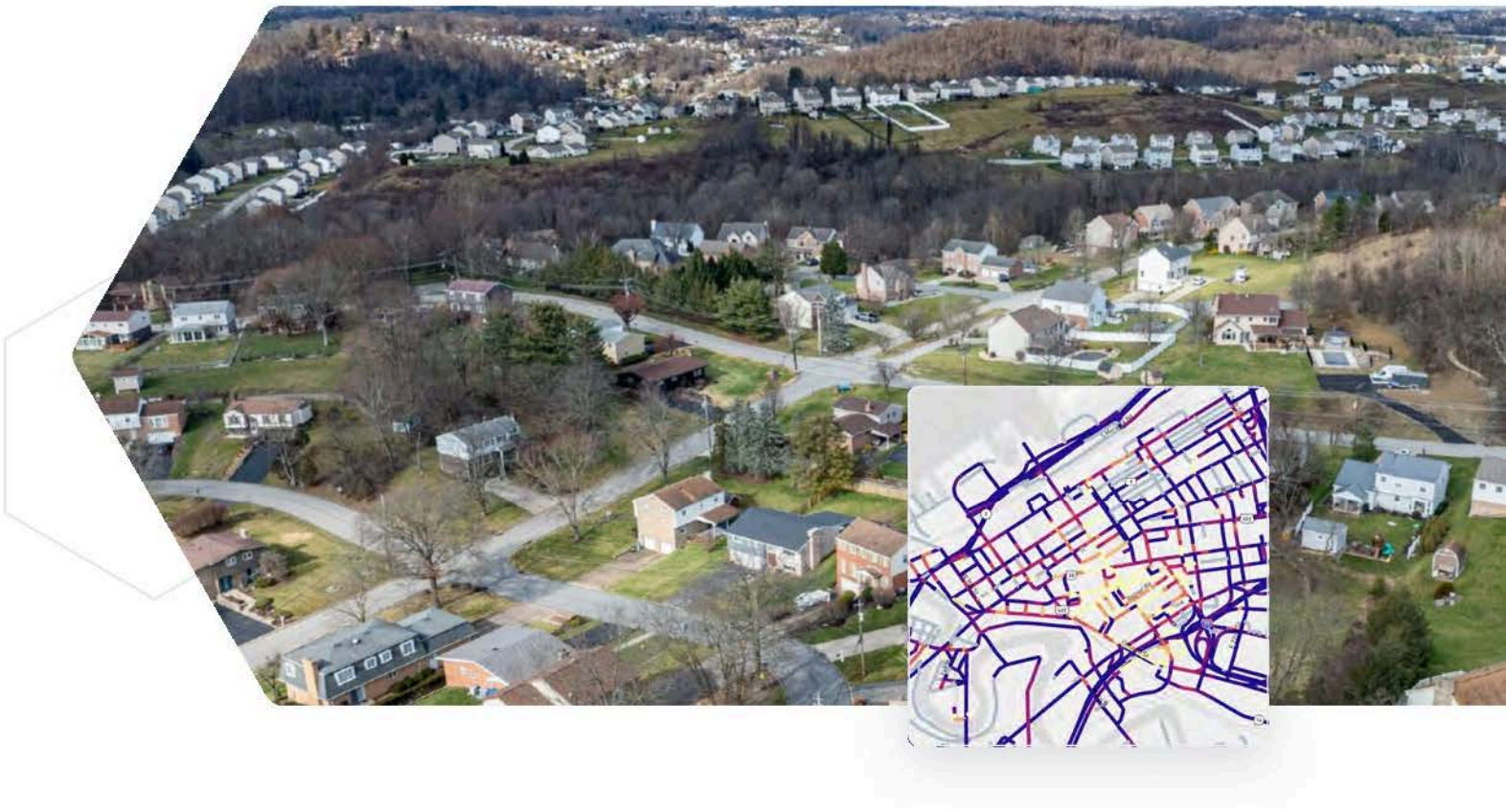
Champions deploying assets

County Sheriff Department

Upholding elected duties regarding road safety

Crime Analyst

Targeted enforcement to high-risk corridors



Statement of Work (SOW)

Goals

The purpose of this Statement of Work (SOW) is to define the scope, deliverables, and responsibilities associated with Urban SDK's provision of roadway data for City of Seagoville, Texas.

This engagement will deliver comprehensive datasets that support the organization's safety, planning, and operational analysis initiatives.

Scope of Services

1. Traffic Speed Data

Urban SDK will provide the client with traffic speed datasets for all jurisdictional roadways. Deliverables include:

- **Average, 50th, 85th, and 95th Percentile Speed**
- **Speed Limits for Jurisdictional Roadways**
- **Speed Differences of: Average 50th, 85th and 95th Percentile**
- **Functional Road Classes 1-5 data**

2. Traffic Volume Data

Urban SDK will provide the client with traffic volume datasets for all jurisdictional roadways. Deliverables include:

- **Annual Average Daily Traffic (AADT) counts**
- **Vehicle Miles Traveled (VMT) per location**
- **Annual Average Hourly Traffic (AAHT) counts**
- **Functional Road Classes 1-5 data**

Speed data is refreshed daily; volume data is refreshed annually and includes a **1-year historical archive**

3. Workflows

Urban SDK will provide the client automated workflows that users schedule to run weekly, monthly, quarterly, or annually. Users will automatically receive reports on their

data without the need for recurring manual input. Deliverables include:

- **Automated Workflows**
- **Email and in-app notifications**
- **Setup and support from dedicated Urban SDK representatives**

4. Customer Support

- **Channels:** Live chat and email support.
- **Coverage:** Standard business hours with SLA defined under Urban SDK's Terms of Service.
- **Included Services:** Unlimited customer support during contract term.

Responsibilities



Urban SDK

- Provide data access and updates as defined in this SOW.
- Conduct onboarding and training sessions for staff.
- Conduct a full Q&A of all data to ensure locations and results meet the client's needs.
- Maintain application uptime and ensure timely delivery of data.
- Provide customer support throughout the engagement.

City of Seagoville, Texas

Provide designated points of contact for project oversight and user access assignments.

Ensure timely attendance at training and onboarding sessions.

Pricing Overview

Contract Start Date	**September 28, 2026**
Contract End Date	**September 28, 2028**
Proposal Expires	**September 27, 2026**

Products & Services

Modules

Product	Price	Contract term	Total
Insights Plan (Speed Data)	$15,000.00 per year	2 year	$15,000.00 per year
Traffic Volumes	$4,000.00 per year	2 year	$4,000.00 per year
Automated Reporting	$2,250.00 per year	2 year	$2,250.00 per year
Customer Support	$0.00 per year	2 year	$0.00 per year

Subtotal	$21,250.00
Multi-Year Discount	$2,250.00
Annual Cost	**$19,000.00**
You'll save	**$2,250.00**

Proposal Comments

2-year contract priced at $19,000 per year.
• Incentive applied for signature by or before September 27, 2026

2 Admin Users (Pro) + 10 Task Users & Unlimited Shareable Reports.
• Implementation, training, & ongoing support included at no-cost.
• Speed Data + Volume Data (AADT / AAHT) included.

Our agreement is effective as of the Effective Date set forth below, is entered into by and between the Buyer identified as Customer below (“Customer”) and Urban SDK, Inc., a Delaware corporation, with its principal place of business located at 10151 Deerwood Park Boulevard, Building 100 Ste 100 Jacksonville, Florida 32256 (“Urban SDK”). The parties acknowledge and agree that they have read and understand this Agreement and, upon execution, are legally bound by it.

This Agreement includes this “Signature” or any other ordering document referencing this Agreement, the Terms and Conditions available at Terms and Conditions, all statements of work entered into in connection with this Agreement (“Statement(s) of Work”).

Client Signature

_____ _____

Signature Date

_____

Printed name

Urban SDK Signature

_____ _____

Countersignature Date

_____

Printed name

URBANSDK

Respond to Public Complaints Within 30 Seconds

With Urban SDK's real-time traffic data and dashboard reporting, agencies can now



Locate and review complaint areas instantly.

Eliminate the need for manual field data collection.

Reduce response time from 2–4 weeks to under 30 seconds.

Redirect staff from data gathering to public safety interventions.



Avoid Wasting Resources on Perception-Based Issues

Public complaints can be misleading.

Quantifies complaint accuracy using actual speed, volume, and violation data.

Prevents unnecessary deployments and engineering studies.

Saves $2,500–$7,500 per complaint by verifying true problem areas.

Frees up engineering and enforcement teams to focus on data-proven issues.

Decrease Serious Injuries and Traffic Fatalities

Urban SDK supports Vision Zero and Safe Streets initiatives by:

- Identifying top high-injury network locations with automated reporting.
- Allowing immediate visibility into high-risk corridors.
- Informing targeted speed enforcement and infrastructure changes.
- Contributing to double-digit reductions in crashes and fatalities when used in coordination with law enforcement and public works.



Cost Savings & Operational Efficiency

Metric	With Urban SDK	Traditional Approach
Complaint Response Time	Under 30 seconds	2–4 weeks
Staff Hours per Complaint	Less than 30 minutes	4–10 hours
Study Cost per Perception Complaint	$0 if no issue is found	$2,500–$7,500
Deployment Planning	Automated + Real-Time	Manual + Delayed
Risk of Misallocated Enforcement	Minimal	High

Why It Matters to Cities

Faster Citizen Response

Improved public trust and transparency.

Data-Driven Prioritization

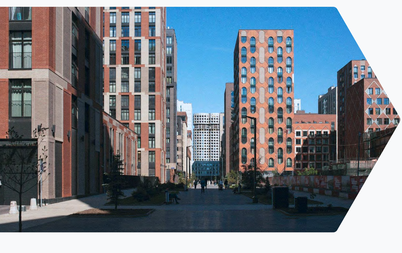
Reduced liability and smarter capital planning

Immediate Visibility

Reduced lag between complaints and enforcement.

Cross-Department Impact

Enhances collaboration between police, engineering, and planning.



Built for Local Governments

Urban SDK is used by 250+ public agencies across the U.S. to:

- Investigate complaints
- Justify traffic calming projects
- Support enforcement deployment
- Justify grant funding for safety improvements

"We no longer wait for a public complaint, serious injury, or fatality to take action. Urban SDK is not just an operational tool but a life-saving program."

URBANSDK

sales@urbansdk.com support@urbansdk.com (904) 337-9836

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DATE: September 14, 2026

ITEM: 9

DESCRIPTION: Present a Proclamation to the National Alliance on Mental Illness (NAMI) Dallas Southern Sector.

ATTACHMENTS

1. Proclamation - Suicide Prevention and Awareness Month

Mayoral Proclamation

WHEREAS, the City of Seagoville, Texas, is committed to the health, safety, and well-being of all its residents; and

WHEREAS, suicide is a significant public health issue that deeply affects individuals, families, and entire communities regardless of age, gender, or background; and

WHEREAS, death by suicide is frequently the result of untreated mental health conditions, and these conditions are highly treatable when individuals receive timely and compassionate care; and

WHEREAS, the National Alliance on Mental Illness (NAMI) Dallas Southern Sector works tirelessly to promote a stigma-free community by providing free education, advocacy, referral services, and support groups for families and individuals in Southern Dallas County; and

WHEREAS, Suicide Prevention and Awareness Month serves as a crucial reminder that open conversations about mental health can save lives, encourage those who are suffering in silence to seek help, and build a stronger, more supportive community; and

WHEREAS, the City of Seagoville supports the lifesaving resources available through the 988 Suicide and Crisis Lifeline, which offers 24/7, free, and confidential support to anyone in need.

NOW, THEREFORE, I, Mayor Dennis K. Childress, Mayor of the City of Seagoville, Texas, do hereby proclaim **September as:**

SUICIDE PREVENTION AND AWARENESS MONTH

AND, I call upon our citizens, community leaders, healthcare professionals, and organizations like NAMI Dallas Southern Sector to join together in raising awareness about suicide prevention, promoting mental wellness, and ensuring that no one has to face their struggles alone.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Seagoville to be affixed this 14th day of September, 2026.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Seagoville to be affixed this 14th day of September 2026.

Dennis K. Childress, Mayor

TO:	Mayor and City Council
FROM:	Sara Egan, City Secretary
DATE:	September 14, 2026
ITEM:	11
DESCRIPTION:	Consider approving the City Council meeting minutes: August 24, 2026.

RECOMMENDATION
Recommend approval of the meeting minutes.

ATTACHMENTS
1. 2026-08-24 MIN CC

City of Seagoville

Meeting Minutes

City Council

City Hall
702 N. Hwy 175
Seagoville, Texas 75159

Monday, August 24, 2026	6:30 PM	Council Chambers

Present: Mayor Pro Tem Rick Howard, Councilmember Jose Hernandez, Councilmember Harold Magill, Councilmember Allen Grimes, and Councilmember Jon Epps
Presiding Officer: Mayor Dennis K. Childress

Also present were City Manager Carey Neal, City Attorney Victoria Thomas, and City Secretary Sara Egan.

The City Council of the City of Seagoville met in a Regular Meeting on Monday, August 24, 2026 at 6:30 PM at City Hall 702 N. Hwy 175 Seagoville, Texas 75159 .

WORK SESSION - 6:30 PM

1. **Call to Order**
   Mayor Childress called the Work Session to order at 6:31 p.m.
2. **Watch the annual stormwater training video.**
   Mayor, Councilmembers, audience and staff watched the video recommended by TCEQ.
3. **FIRST READING of SEDC Projects:**
   A. **Discuss a Resolution approving an economic development performance agreement with Paleteria Daisy, LLC, a Limited Liability Company for a facade grant in an amount not to exceed twenty thousand dollars ($20,000.00) and authorizing the Executive Director to take such further action and sign such documents as necessary for said agreement.**
   B. **Discuss a Resolution ratifying and approving an engagement of Stewarding Space, LLC for downtown vision and branding professional services for a price not to exceed thirty thousand dollars ($30,000.00); and authorizing the Executive Director to execute all necessary and related documents.**
   C. **Discuss a Resolution approving engagement of JQAQ Atelier, LLC for architectural services related to the renovation of the building located at 107 North Kaufman Street for a price not to exceed ten thousand dollars ($10,000.00); and authorizing the Executive Director to execute all necessary and related documents.**
   Director of Community Development Bill Medina conducted the first reading.
4. **Receive a presentation regarding Fiscal Year 2027 funding for community events from the City's hotel/motel tax from the Chamber of Commerce.**
   Managing Director Ritha Edwards with the Chamber of Commerce provided a summary of annual events: Mayfest, 4th of July, and Seagofest.
5. **Discuss the possible creation of a Crime Control and Prevention District.**
   City Manager Carey Neal presented the steps and possible timeline to create a CCPD. Councilmember Hernandez requested possible tax rate options.
6. **Discuss Regular Session agenda items.**
   There was no discussion.
7. **Adjourn**
   Mayor Childress adjourned the Work Session at 6:48 p.m.

REGULAR SESSION - 7:00 PM

9. **Call to Order**
   Mayor Childress called the Regular Session to order at 7:00 p.m.
10. **Invocation and Pledge of Allegiance**
    Mr. Olu Olajimi provided the invocation followed by the Pledge of Allegiance.
11. **Mayor's Report**
    August is Clear the Shelters Month, throughout the month, residents will have opportunities to adopt pets through reduced-fee adoption promotions.
    Save the Date for National Night Out on October 6 at Bruce Central Park (6 – 8 p.m.)
    Cindy Brown has dedicated nearly four decades to a distinguished career with the City of Seagoville, celebrating a birthday this week and wished her a happy birthday.
12. **Present a Proclamation to the Code Enforcement Staff.**
    Mayor Dennis Childress presented a proclamation to Mamata Bhandari and code enforcement staff for their dedicated service.
13. **Present a Proclamation to the local schools.**
    Councilmember Epps presented a proclamation to representatives of the local schools for their excellence. Present were:
    Prisma Garcia District 4 Board Member
    Ebby Halliday Elementary – Principal Kristen
    Biedermann Central Elementary - Principal Melissa
    Quinn Seagoville Elementary - Principal Katrina Gibson
    Seagoville North Elementary - Principal Lourdes Morales-
    Figueroa Seagoville Middle School - Principal Dr. Anthony
    Guerrero Seagoville High School - Principal Katherine Mockler
14. **Public Comments**
    1. Patricia Rasmussen, Seagoville, TX spoke regarding zoning.
    2. Edward Rasmussen, Seagoville TX, spoke regarding the comprehensive land use plan.
    3. Stonewall McSpadden, Seagoville, TX spoke regarding speed bumps for Highland Drive.

Consent Agenda

Mayor Childress announced item 17 would be considered separately.
Councilmember Magill made a motion to approve consent agenda items 14-16, seconded by Mayor Pro Tem Howard. The motion passed unanimously (5/0).

14. **Consider approving the City Council meeting minutes: August 10, 2026.**
15. **Consider an ordinance approving a 2026 Service and Asssessment Plan Update for the Seagoville Santorini PID.**
    Ordinance No. 2026-29
16. **Consider a Resolution authorizing the Mayor to execute the Household Hazardous Waste Interlocal Agreement Amendment between the City of Seagoville and Dallas County, said Amendment to be effective from October 1, 2026, until September 30, 2027.**
    Resolution No. 2026-67
17. **Discuss and consider a Resolution authorizing publication of notice to issue certificates of obligation for the design, acquisition construction and improvement of certain public works and authorizing certain other matters relating thereto.**
    Councilmember Hernandez made a motion to approve as presented item 17 with the revised exhibit, seconded by Councilmember Magill. The motion passed unanimously (5/0).
    Resolution No. 2026-68

Regular Agenda

18. **Discuss and consider appointments to fill vacancies on the Citizens Charter Review Commission and the Planning and Zoning Commission.**
    City Secretary Sara Egan presented the current board vacancies and introduced applicants.
    Councilmember Hernandez made a motion to authorize Diane Marshall to serve on a third board, seconded by Councilmember Grimes. The motion passed unanimously (5/0).
    Councilmember Hernandez made a motion to appoint Diane Marshall to the Citizens Charter Review Commission, seconded by Councilmember Epps. The motion passed unanimously (5/0).
    Councilmember Hernandez made a motion to appoint Glenda Dupuis to the Citizens Charter Review Commission, seconded by Councilmember Grimes. The motion passed unanimously (5/0).
    Councilmember Hernandez made a motion to appoint Victor Pereira to the Planning and Zoning Commission, seconded by Mayor Pro Tem Howard. The motion passed unanimously (5/0).
19. **Receive a presentation on the FY2027 Proposed Budget.**
    The FY2027 Proposed Budget is available for review on the City's official website homepage at: https://www.seagoville.us/
    A Taxpayer Impact Statement, as required by Texas Government Code 551.043, is attached to and made a part of this agenda.
    Director of Finance Gail French presented the proposed budget and announced the public hearing will take place on Thursday, September 10, 2026 at 6:00 p.m. at City Hall - Council Chambers.
    Councilmember Hernandez requested a list of Fire and Police budget requests that were not approved.
20. **SECOND READING: Discuss and consider a Resolution approving an economic development performance agreement with Paleteria Daisy, LLC, a Limited Liability Company for a facade grant in an amount not to exceed twenty thousand dollars ($20,000.00) and authorizing the Executive Director to take such further action and sign such documents as necessary for said agreement.**
    Mr. Medina conducted the second reading.
    Councilmember Hernandez made a motion to approve item 20, seconded by Councilmember Magill. The motion passed unanimously (5/0).
    Resolution No. 2026-69
21. **SECOND READING: Discuss and consider a Resolution ratifying and approving an engagement of Stewarding Space, LLC for downtown vision and branding professional services for a price not to exceed thirty thousand dollars ($30,000.00); and authorizing the Executive Director to execute all necessary and related documents.**
    Mr. Medina conducted the second reading.
    Councilmember Magill made a motion to approve item 21, seconded by Mayor Pro Tem Howard. The motion passed unanimously (5/0).
    Resolution No. 2026-70
22. **SECOND READING: Discuss and consider a Resolution approving engagement of JQAQ Atelier, LLC for architectural services related to the renovation of the building located at 107 North Kaufman Street for a price not to exceed ten thousand dollars ($10,000.00); and authorizing the Executive Director to execute all necessary and related documents.**
    Mr. Medina conducted the second reading.
    Councilmember Hernandez made a motion to approve item 22, seconded by Mayor Pro Tem Howard. The motion passed unanimously (5/0).
    Resolution No. 2026-71
23. **Items of community interest and councilmember reports.**
    Councilmember Epps expressed thanks to the Code Enforcement staff for going above and beyond.

EXECUTIVE SESSION

Mayor Childress recessed the Regular Session to convene into the Executive Session at 7:46 p.m.

24. **The City Council will convene into closed Executive Session pursuant to the Texas Government Code Section 551.074 Personnel Matters, to deliberate the recruitment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, to wit: Municipal Court Judge.**
25. **The City Council will convene into closed executive session pursuant to Texas Government Code 551.071 Consultation with Attorney, to receive legal advice regarding traffic calming devices.**

REGULAR SESSION

Mayor Childress reconvened the Regular Session at 8:19 p.m.

26. **Take any necessary action as a result of Executive Session.**
    Item 25:
    Councilmember Grimes made a motion to direct staff, working with the City Attorney, to prepare an update to the City's resolution regarding traffic calming devices and another resolution for installation of two traffic control devices - speed humps - on Highland Drive in the 5033 block and 5012 block., seconded by Councilmember Hernandez. The motion passed unanimously (5/0).
27. **Discuss and consider a Resolution approving the First Amendment to an Agreement for Municipal Court Judge between the City and Scott Kurth.**
    Councilmember Hernandez made a motion to approve as presented item 27, seconded by Mayor Pro Tem Howard. The motion passed unanimously (5/0).
    Resolution No. 2026-72
28. **Discuss and consider an Ordinance for a stop sign to be installed on the southbound lane of Highland Drive at it's intersection with Earl Street; authorizing the City Manager to cause the appropriate signage to be erected; providing for a severability clause; providing a penalty of fine not to exceed the sum of two hundred dollars (200.00) for each offense; providing for publication; and providing an effective date.**
    Mr. Ryan explained this would be a 2-way stop at a 3-way intersection.
    Councilmember Magill made a motion to approve item 28, seconded by Councilmember Hernandez. The motion passed unanimously (5/0).
    Ordinance No. 2026-70
29. **Discuss future agenda items.**
    Councilmember Magill requested improved or additional communication methods to notify residents of water outages.
30. **Adjourn**
    Mayor Childress adjourned the Regular Session at 8:22 p.m.

APPROVED:

ATTEST:

Dennis K. Childress, Mayor

Sara Egan, City Secretary

TO: Mayor and City Council

FROM: Nathaniel Johnson Intergovernmental Relations director

DATE: September 14, 2026

ITEM: 12

DESCRIPTION: Consider a Resolution approving a negotiated settlement between the Atmos Cities Steering Committee ("ACSC") And Atmos Energy Corp., Mid-Tex Division regarding the company's 2026 rate review mechanism filing; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement; and finding the rates to be set by the attached settlement tariffs to be just and reasonable and in the public interest.

INTRODUCTION

The proposed Resolution declares that existing rates are unreasonable, which is necessary to adopt new tariffs, and approves a negotiated settlement between ACSC cities and Atmos Energy Corporation to adopt tariffs that reflect rate adjustments consistent with the settlement. The effective date for new rates is October 1, 2026.

BACKGROUND

Since 2007, there have been several modifications to the original RRM Tariff. The most recent iteration of an RRM Tariff was reflected in an ordinance adopted by ACSC members in 2018. On or about April 1, 2026, the Company filed a rate request pursuant to the RRM Tariff adopted by ACSC members. The Company claimed that its cost-of-service in a test year ending December 31, 2025, entitled it to additional system-wide revenues of $291.1 million.

Application of the standards set forth in ACSC's RRM Tariff reduces the Company's request to $273.6 million. After reviewing the filing and conducting discovery, ACSC's consultants concluded that the system-wide deficiency under the RRM regime should be $253.4 million instead of the claimed $291.1 million.

After several settlement meetings, the parties have agreed to settle the case for $260.5 million. This is a reduction of over $30 million to the Company's initial request. This includes payment of ACSC's expenses. The Effective Date for new rates is October 1, 2026. ACSC members should take action approving the Resolution/Ordinance before October 1, 2026.

RECOMMENDATION

ACSC members should take action approving the Resolution before September 30, 2026.

FINANCIAL IMPACT

There is no fiscal impact to the City. The impact of the settlement on average residential rates is an increase of $13.37 on a monthly basis, or 14.15%. The increase for average commercial usage will be $44.82 or 9.90%. Atmos provided bill impact comparisons containing these figures.

ATTACHMENTS

1. RES - Atmos Mid-Tex 2026 RRM

2. Attachment 1 - Tariffs
3. Attachment 2 - Pension Benchmark
4. Average Bill

RESOLUTION NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE ("ACSC") AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY'S 2026 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHMENT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; REQUIRING THE COMPANY TO REIMBURSE ACSC'S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS ORDINANCE WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY AND THE ACSC'S LEGAL COUNSEL.

WHEREAS, the City of Seagoville, Texas ("City") is a gas utility customer of Atmos Energy Corp., Mid-Tex Division ("Atmos Mid-Tex" or "Company"), and a regulatory authority with an interest in the rates, charges, and services of Atmos Mid-Tex; and

WHEREAS, the City is a member of the Atmos Cities Steering Committee ("ACSC"), a coalition of similarly-situated cities served by Atmos Mid-Tex ("ACSC Cities") that have joined together to facilitate the review of, and response to, natural gas issues affecting rates charged in the Atmos Mid-Tex service area; and

WHEREAS, ACSC and the Company worked collaboratively to develop a Rate Review Mechanism ("RRM") tariff that allows for an expedited rate review process by ACSC Cities as a substitute to the Gas Reliability Infrastructure Program ("GRIP") process instituted by the

Legislature, and that will establish rates for the ACSC Cities based on the system-wide cost of serving the Atmos Mid-Tex Division; and

WHEREAS, the current RRM tariff was adopted by the City in a rate ordinance in 2018; and

WHEREAS, on about April 1, 2026 Atmos Mid-Tex filed its 2026 RRM rate request with ACSC Cities based on a test year ending December 31, 2025; and

WHEREAS, ACSC coordinated its review of the Atmos Mid-Tex 2025 RRM filing through its Executive Committee, assisted by ACSC's attorneys and consultants, to resolve issues identified in the Company's RRM filing; and

WHEREAS, the Executive Committee, as well as ACSC's counsel and consultants, recommend that ACSC Cities approve an increase in base rates for Atmos Mid-Tex of $260.5 million on a system-wide basis with an Effective Date of October 1, 2026; and

WHEREAS, ACSC agrees that Atmos plant-in-service is reasonable; and

WHEREAS, with the exception of approved plant-in-service, ACSC is not foreclosed from future reasonableness evaluation of costs associated with incidents related to gas leaks; and

WHEREAS, the attached tariffs (Attachment 1) implementing new rates are consistent with the recommendation of the ACSC Executive Committee, are agreed to by the Company, and are just, reasonable, and in the public interest; and

WHEREAS, the settlement agreement sets a new benchmark for pensions and retiree medical benefits (Attachment 2); and

WHEREAS, the RRM Tariff contemplates reimbursement of ACSC's reasonable expenses associated with RRM applications.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS:

Section 1. That the findings set forth in this Ordinance are hereby in all things approved.

Section 2. That, without prejudice to future litigation of any issue identified by ACSC, the City Council finds that the settled amount of an increase in revenues of $260.5 million on a system-wide basis represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos Mid-Tex within the municipal limits arising from Atmos Mid-Tex's 2026 RRM filing, is in the public interest, and is consistent with the City's authority under Section 103.001 of the Texas Utilities Code.

Section 3. That despite finding Atmos Mid-Tex's plant-in-service to be reasonable, ACSC is not foreclosed in future cases from evaluating the reasonableness of costs associated with incidents involving leaks of natural gas.

Section 4. That the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable. The new tariffs attached hereto and incorporated herein as Attachment 1, are just and reasonable, and are designed to allow Atmos Mid-Tex to recover annually an additional $260.5 million on a system-wide basis, over the amount allowed under currently approved rates. Such tariffs are hereby adopted.

Section 5. That the ratemaking treatment for pensions and retiree medical benefits in Atmos Mid-Tex's next RRM filing shall be as set forth on Attachment 2, attached hereto and incorporated herein.

Section 6. That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of ACSC in processing the Company's 2026 RRM filing.

Section 7. That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Ordinance, it is hereby repealed.

Section 8. That the meeting at which this Ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 9. That if any one or more sections or clauses of this Ordinance is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Ordinance, and the remaining provisions of the Ordinance shall be interpreted as if the offending section or clause never existed.

Section 10. That consistent with the City Ordinance that established the RRM process, this Ordinance shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after October 1, 2026.

Section 11. That a copy of this Ordinance shall be sent to Atmos Mid-Tex, care of Chris Felan, Vice President of Rates and Regulatory Affairs Mid-Tex Division, Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1862, Dallas, Texas 75240, and to Thomas Brocato, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 14TH DAY OF SEPTEMBER, 2026.

_____
Dennis K. Childress, Mayor

ATTEST:

_____
Sara Egan, City Secretary

APPROVED AS TO FORM:

_____
Victoria Thomas, City Attorney

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**R – RESIDENTIAL SALES**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2026**	

Application
Applicable to Residential Customers for all natural gas provided at one Point of Delivery and measured through one meter.

Type of Service
Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate
Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	$ 24.35 per month
Rider CEE Surcharge	$ 0.05 per month[1]
Total Customer Charge	$ 24.40 per month
Commodity Charge – All Ccf	$ 1.03839 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement
An Agreement for Gas Service may be required.

Notice
Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

[1]Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 19196. Surcharge billing effective July 1, 2026.

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**C – COMMERCIAL SALES**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2026**	

Application
Applicable to Commercial Customers for all natural gas provided at one Point of Delivery and measured through one meter and to Industrial Customers with an average annual usage of less than 30,000 Ccf.

Type of Service
Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate
Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	$ 115.50 per month
Rider CEE Surcharge	$ 0.00 per month[1]
Total Customer Charge	$ 115.50 per month
Commodity Charge – All Ccf	$ 0.27784 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement
An Agreement for Gas Service may be required.

Notice
Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Presumption of Plant Protection Level
For service under this Rate Schedule, plant protection volumes are presumed to be 10% of normal, regular, historical usage as reasonably calculated by the Company in its sole discretion. If a customer believes it needs to be modeled at an alternative plant protection volume, it should contact the company at mdtx-div-plantprotection@atmosenergy.com.

[1] Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 19196. Surcharge billing effective July 1, 2026.

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**I – INDUSTRIAL SALES**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2026**	

Application
Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 200 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 200 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

Type of Service
Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate
Customer's monthly bill will be calculated by adding the following Customer and MMBtu charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Meter	$ 2,304.50 per month
First 0 MMBtu to 1,500 MMBtu	$ 0.9582 per MMBtu
Next 3,500 MMBtu	$ 0.7018 per MMBtu
All MMBtu over 5,000 MMBtu	$ 0.1505 per MMBtu

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Curtailment Overpull Fee
Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index
In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**I – INDUSTRIAL SALES**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2026**	

Agreement
An Agreement for Gas Service may be required.

Notice
Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions
In order to receive service under Rate I, Customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

Presumption of Plant Protection Level
For service under this Rate Schedule, plant protection volumes are presumed to be 10% of normal, regular, historical usage as reasonably calculated by the Company in its sole discretion. If a customer believes it needs to be modeled at an alternative plant protection volume, it should contact the company at mdtx-div-plantprotection@atmosenergy.com.

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**T – TRANSPORTATION**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2026**	

Application
Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., Mid-Tex Division Distribution System (Customer) for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility.

This tariff is not available to customers with a maximum daily demand of 1,000 MMBtu or greater and a daily/annual load factor of 10% or less. Load factor is calculated as follows: annual usage / (maximum daily connected demand X 365). Load factors will be recalculated once each year to determine appropriate eligibility for Rate T.

Type of Service
Company's receipt and delivery of all gas quantities under the applicable Transportation Agreement will be on a wholly interruptible basis subject to the Terms and Conditions incorporated in the Transportation Agreement. If Customer is an Industrial Customer, then Customer may elect, at the reasonable discretion of Company, to contract for Plant Protection transportation quantities defined as the minimum natural gas required to prevent physical harm and/or protect critical safety to the plant facilities, plant personnel, or the public when such protection cannot be achieved through the use of an alternate fuel. Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate
Customer's bill will be calculated by adding the following Customer and MMBtu charges to the amounts and quantities due under the riders listed below:

Charge	Amount
Customer Charge per Meter	$ 2,304.50 per month
First 0 MMBtu to 1,500 MMBtu	$ 0.9582 per MMBtu
Next 3,500 MMBtu	$ 0.7018 per MMBtu
All MMBtu over 5,000 MMBtu	$ 0.1505 per MMBtu

Upstream Transportation Cost Recovery: Plus an amount for upstream transportation costs in accordance with Part (b) of Rider GCR.

Retention Adjustment: Plus a quantity of gas as calculated in accordance with Rider RA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**T – TRANSPORTATION**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2026**	

Imbalance Fees
All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

Monthly Imbalance Fees
Customer shall pay Company the greater of (i) $0.10 per MMBtu, or (ii) 150% of the difference per MMBtu between the highest and lowest "midpoint" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" during such month, for the MMBtu of Customer's monthly Cumulative Imbalance, as defined in the applicable Transportation Agreement, at the end of each month that exceeds 10% of Customer's receipt quantities for the month.

Overpull Fee
Upon notification by Company of an event of interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index
In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement
A transportation agreement is required.

Notice
Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions
In order to receive service under Rate T, customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RIDER:	**SUR – SURCHARGES**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2026**	

Application

This Rider is applicable to customer classes in the incorporated areas under the RRM tariff as authorized by the state or any governmental entity, a municipality, or a regulatory authority pursuant to any statute, ordinance, order, rule, contract, or agreement.

Monthly Calculation

Surcharges will be calculated in accordance with the applicable statute, ordinance, order, rule, contract, or agreement.

FASB ASC 740-10 (Fin48) Refund

Applicable to Customers taking service under Rate Schedules R – Residential, C – Commercial, I – Industrial and T – Transportation.

To ensure that gas utility customers receive the benefit associated with the changes in the Company's Uncertain Tax Positions ("UTPs") arising from recognition of Texas Margin Tax returns.

The decrease shall be calculated as follows:

Beginning with implementation of rates from the negotiated RRM Tariff, and annually thereafter, the portion of UTP liabilities identified in Schedule FIN48-1.1 for the prior fiscal year shall be allocated based on the final class allocations of GUD No. 10170 as per the RRM Tariff, divided by the annual bill count to derive rates to be refunded through Rider SUR in the subsequent fiscal year. Each year's calculation will include a true-up (+ or -) due to account for over/under collections. Amounts identified in Schedule FIN48-1 shall be adjusted to reflect any audit adjustments received from the Texas Comptroller of Public Accounts.

No action on the part of the Regulatory Authority is required to give effect to the amount to be refunded to customers. However, any amount refunded to customers shall be fully subject to review for reasonableness and accuracy in the gas utility's next statement of intent proceeding with the Railroad Commission of Texas, and if applicable, the gas utility shall be required to reconcile any discrepancies.

The following refund as authorized in the most recent negotiated RRM Tariff shall be refunded to each Rate Schedules R – Residential, C – Commercial, I – Industrial and T – Transportation customer's monthly bill in each month for a 12-month period. The refund amount by month by Rate Schedule is shown in the table below:

Rate Schedules	Rate
Rate R – Residential Sales	$ (0.14)
Rate C – Commercial Sales	$ (0.49)
Rate I – Industrial Sales	$ (10.47)
Rate T – Transportation	$ (10.47)

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RIDER:	**SUR – SURCHARGES**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2026**	

Unprotected Excess Deferred Income Tax Amortization

The allocated RRM Cities balance of the Unprotected portion of the Excess Deferred Income Taxes ("EDIT") remaining after implementation of rates at October 1, 2026 shall be applied to each Rate Schedules R – Residential, C – Commercial, I – Industrial and T – Transportation customer's monthly bill for a one-month period. The refund amount by Rate Schedule is shown in the table below:

Rate Schedules	Rate
Rate R – Residential Sales	$ (4.45)
Rate C – Commercial Sales	$ (14.80)
Rate I – Industrial Sales	$ (319.02)
Rate T – Transportation	$ (319.02)

Maximum Allowable Operating Pressure ("MAOP") Hydrostatic Testing Cost Recovery

The allocated RRM Cities balance of the MAOP Hydrostatic Testing Cost as of December 31, 2025 is to be recovered through a monthly rate. This monthly rate shall be applied to each Rate Schedules R – Residential, C – Commercial, I – Industrial and T – Transportation customer's monthly bill for approximately twelve (12) months or until all approved costs are recovered from the applicable customer classes. The monthly recovery rate by Rate Schedule is shown in the table below:

Rate Schedules	Rate
Rate R – Residential Sales	$ 0.30
Rate C – Commercial Sales	$ 0.98
Rate I – Industrial Sales	$ 21.17
Rate T – Transportation	$ 21.17

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RIDER:	**WNA – WEATHER NORMALIZATION ADJUSTMENT**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2026**	

Provisions for Adjustment

The Commodity Charge per Ccf (100 cubic feet) for gas service set forth in any Rate Schedules utilized by the cities of the Mid-Tex Division service area for determining normalized winter period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment." The Weather Normalization Adjustment shall apply to all temperature sensitive residential and commercial bills based on meters read during the revenue months of November through April. The five regional weather stations are Abilene, Austin, Dallas, Waco, and Wichita Falls.

Computation of Weather Normalization Adjustment

The Weather Normalization Adjustment Factor shall be computed to the nearest one-hundredth cent per Ccf by the following formula:

$$WNAF_i = R_i \frac{(HSF_i \times (NDD-ADD))}{(BL_i + (HSF_i \times ADD))}$$

Where

i = any particular Rate Schedule or billing classification within any such particular Rate Schedule that contains more than one billing classification

$WNAF_i$ = Weather Normalization Adjustment Factor for the i^{th} rate schedule or classification expressed in cents per Ccf

R_i = Commodity Charge rate of temperature sensitive sales for the i^{th} schedule or classification.

HSF_i = heat sensitive factor for the i^{th} schedule or classification divided by the average bill count in that class

NDD = billing cycle normal heating degree days calculated as the simple ten-year average of actual heating degree days.

ADD = billing cycle actual heating degree days.

BI_i = base load sales for the i^{th} schedule or classification divided by the average bill count in that class

The Weather Normalization Adjustment for the jth customer in ith rate schedule is computed as:

$WNA_i = WNAF_i \times q_{ij}$

Where q_{ij} is the relevant sales quantity for the jth customer in ith rate schedule.

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RIDER:	**WNA – WEATHER NORMALIZATION ADJUSTMENT**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2026**	

Base Use/Heat Use Factors

	Residential		Commercial	
Weather Station	Base use Ccf	Heat use Ccf/HDD	Base use Ccf	Heat use Ccf/HDD
Abilene	9.78	0.1448	91.89	0.8018
Austin	9.07	0.1318	213.26	0.9418
Dallas	12.87	0.1937	192.49	1.1269
Waco	9.39	0.1261	159.17	0.8068
Wichita Falls	10.61	0.1364	133.65	0.6965

Weather Normalization Adjustment (WNA) Report

On or before June 1 of each year, the company posts on its website at www.atmosenergy.com/MTXtariffs, in Excel format, a *Weather Normalization Adjustment (WNA) Report* to show how the company calculated its WNAs factor during the preceding winter season. Additionally, on or before June 1 of each year, the company files one hard copy and an Excel version of the *WNA Report* with the Railroad Commission of Texas' Gas Services Division, addressed to the Director of that Division.

ATMOS ENERGY CORP., MID-TEX DIVISION
MID-TEX RATE REVIEW MECHANISM
PENSIONS AND RETIREE MEDICAL BENEFITS FOR CITIES APPROVAL
TEST YEAR ENDING DECEMBER 31, 2025

Line No.	Description	Shared Services		Mid-Tex Direct			Adjustment Total
		Pension Account Plan	Post-Employment Benefit Plan	Pension Account Plan	Post-Employment Benefit Plan	Supplemental Executive Benefit Plan	
	(a)	(b)	(c)	(d)	(e)	(f)	(g)
1	Proposed Benefits Benchmark - Fiscal Year 2026 Willis Towers Watson Report as adjusted (1) (2) (3)	$ 200,382	$ (490,197)	$ 951,536	$ (3,288,240)	$ 72,926	
2	Allocation Factor	46.66%	46.66%	87.00%	87.00%	100.00%	
3	Proposed Benefits Benchmark Costs Allocated to Mid-Tex (Ln 1 x Ln 2)	$ 93,490	$ (228,707)	$ 827,882	$ (2,860,928)	$ 72,926	
4	O&M and Capital Allocation Factor	100.00%	100.00%	100.00%	100.00%	100.00%	
5	Proposed Benefits Benchmark Costs to Approve (Ln 3 x Ln 4)	$ 93,490	$ (228,707)	$ 827,882	$ (2,860,928)	$ 72,926	$ (2,095,337)
6							
7	O&M Expense Factor (WP_F-2.3, Ln 2)	80.27%	80.27%	36.19%	36.19%	8.73%	
8							
9	Summary of Costs to Approve (1):						
10	Total Pension Account Plan	$ 75,047		$ 299,646			$ 374,693
11	Total Post-Employment Benefit Plan		$ (183,588)		$ (1,035,492)		(1,219,080)
12	Total Supplemental Executive Benefit Plan					$ 6,367	6,367
13	Total (Ln 10 + Ln 11 + Ln 12)	$ 75,047	$ (183,588)	$ 299,646	$ (1,035,492)	$ 6,367	$ (838,020)

ATMOS ENERGY CORP., MID-TEX DIVISION
MID-TEX RATE REVIEW MECHANISM
AVERAGE BILL COMPARISON - BASE RATES
TEST YEAR ENDING DECEMBER 31, 2025

Line No.	Description	Average Volumes	Current Rates	Proposed Rates	Current Average Bill	Proposed Average Bill	Amount Change	Percent Change
	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)
1	**Rate R @ 40.7 Ccf**							
2	Base Rates:							
3	Customer Charge		$ 23.65	$ 24.35	$ 23.65	$ 24.35	$ 0.70	
4	Consumption Charge (Ccf)	40.7	$ 0.74748	$ 1.03839	30.44	42.29	11.85	
5	Total Base Rates				$ 54.09	$ 66.64	$ 12.55	23.20%
6								
7	Gas Cost:							
8	Rider GCR Part A (Ccf)	40.7	$ 0.26375	$ 0.26375	$ 10.74	$ 10.74	$ -	
9	Rider GCR Part B (Ccf)	40.7	$ 0.58642	$ 0.58642	23.88	23.88	-	
10	Total Gas Cost				$ 34.62	$ 34.62	$ -	0.00%
11								
12	Total Base with Gas Cost				$ 88.71	$ 101.26	$ 12.55	
13	Rider FF & Rider TAX		0.06509	0.06509	5.77	6.59	0.82	14.15%
14								
15	**Total Residential Average Bill**				**$ 94.48**	**$ 107.85**	**$ 13.37**	**14.15%**
16								
17	**Rate C @ 372.6 Ccf**							
18	Base Rates:							
19	Customer Charge		$ 94.00	$ 115.50	$ 94.00	$ 115.50	$ 21.50	
20	Consumption Charge (Ccf)	372.6	$ 0.22261	$ 0.27784	82.95	103.53	20.58	
21	Total Base Rates				$ 176.95	$ 219.03	$ 42.08	23.78%
22								
23	Gas Cost:							
24	Rider GCR Part A	372.6	$ 0.26375	$ 0.26375	$ 98.28	$ 98.28	$ -	
25	Rider GCR Part B	372.6	$ 0.40258	$ 0.40258	150.02	150.02	-	
26	Total Gas Cost				$ 248.30	$ 248.30	$ -	0.00%
27								
28	Total Base with Gas Cost				$ 425.25	$ 467.33	$ 42.08	
29	Rider FF & Rider TAX		0.06509	0.06509	27.68	30.42	2.74	9.90%
30								
31	**Total Commercial Average Bill**				**$ 452.93**	**$ 497.75**	**$ 44.82**	**9.90%**
32								

ATMOS ENERGY CORP., MID-TEX DIVISION
MID-TEX RATE REVIEW MECHANISM
AVERAGE BILL COMPARISON - BASE RATES
TEST YEAR ENDING DECEMBER 31, 2025

Line No.	Description	Average Volumes	Current Rates	Proposed Rates	Current Average Bill	Proposed Average Bill	Amount Change	Percent Change
	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)
33	**Rate I at 1263 MMBTU**							
34	Base Rates:							
35	Customer Charge		$1,848.75	$ 2,304.50	$ 1,848.75	$ 2,304.50	$ 455.75	
36	Block 1 - Consumption Charge (MMBtu)	1,263	$ 0.7678	$ 0.9582	969.87	1,210.38	240.51	
37	Block 2 - Consumption Charge (MMBtu)	-	$ 0.5623	$ 0.7018	-	-	-	
38	Block 3 - Consumption Charge (MMBtu)	-	$ 0.1206	$ 0.1505	-	-	-	
39	Total Base Rates	1,263			$ 2,818.62	$ 3,514.88	$ 696.26	24.70%
40								
41	Gas Cost:							
42	Rider GCR Part A (MMBtu)	1,263	$ 2.63750	$ 2.63750	$ 3,331.65	$ 3,331.65	$ -	
43	Rider GCR Part B (MMBtu)	1,263	$ 0.90813	$ 0.90813	1,147.13	1,147.13	-	
44	Total Gas Cost				$ 4,478.78	$ 4,478.78	$ -	0.00%
45								
46	Total Base with Gas Cost				$ 7,297.41	$ 7,993.67	$ 696.26	
47	Rider FF and Rider TAX		0.06509	0.06509	475.01	520.33	45.32	9.54%
48								
49	**Total Industrial Average Bill**				**$ 7,772.42**	**$ 8,514.00**	**$ 741.58**	**9.54%**
50								
51	**Rate T at 4935 MMBTU**							
52	Base Rates:							
53	Customer Charge		$1,848.75	$ 2,304.50	$ 1,848.75	$ 2,304.50	$ 455.75	
54	Block 1 - Consumption Charge (MMBtu)	1,500	$ 0.7678	$ 0.9582	1,151.70	1,437.30	285.60	
55	Block 2 - Consumption Charge (MMBtu)	3,435	$ 0.5623	$ 0.7018	1,931.41	2,410.57	479.16	
56	Block 3 - Consumption Charge (MMBtu)	-	$ 0.1206	$ 0.1505	-	-	-	
57	Total Base Rates	4,935			$ 4,931.86	$ 6,152.37	$ 1,220.51	24.75%
58								
59	Gas Cost:							
60	Rider GCR Part B (MMBtu)	4,935	$ 0.90813	$ 0.90813	$ 4,481.46	$ 4,481.46	$ -	
61	Total Gas Cost				$ 4,481.46	$ 4,481.46	$ -	0.00%
62								
63	Total Base with Gas Cost				$ 9,413.33	$ 10,633.84	$ 1,220.51	
64	Rider FF and Rider TAX		0.06509	0.06509	612.74	692.19	79.45	12.97%
65								
66	**Total Transportation Average Bill**				**$ 10,026.07**	**$ 11,326.02**	**$ 1,299.96**	**12.97%**

TO: Mayor and City Council

FROM: Mamata Bhandari, Director of Health and Code Compliance

DATE: September 14, 2026

ITEM: 13

DESCRIPTION: Consider a Resolution authorizing the terms and conditions of an Interlocal Agreement between the City of Seagoville and Dallas County on behalf of Dallas County Health and Human Services for Food Establishment Inspections and Environmental Health Services for Fiscal Year 2026-2027 and; authorizing the City Manager to execute said agreement.

INTRODUCTION

The purpose of this item is to enter the Interlocal agreement between the Dallas County Health and Human Services and City of Seagoville regarding food service inspections and Environmental health services which will include vector and mosquito control services including complaint investigation, larvicide and spraying for adult mosquitoes.

BACKGROUND

This Interlocal Agreement is made by and between the City of Seagoville, Texas, a Texas municipal corporation, and Dallas County, Texas, a political subdivision of the State of Texas on behalf of the Dallas County Health and Human Services, pursuant to the authorities granted by Chapter 791 of the Texas Local Government Code, Texas Health and Safety Code Chapter 437, Food and Drug Health Regulations, and 121, Local Regulation of Public Health, along with Title 25 Texas Administrative Code, Chapter 229, and any other applicable laws, as well as the City ordinance for inspection services of food establishments within City's jurisdiction and other environmental health services to City. The ILA has language pertaining to food service inspections; however, the City's Health Inspector will perform routine and complaint food inspections. Section 5: Other Environmental Health Services will include vector and/or mosquito control services including complaint investigation, larvicide and spraying for adult mosquitoes

RECOMMENDATION

Staff recommends Approval

FINANCIAL IMPACT

The city will provide food establishment inspections. Mosquito adult spraying will be provided by DCHHS when mosquito-borne diseases are detected. Mosquito spraying at the request of the city will be paid for by the city (historically less than $2,000 per year). In the event aerial spraying is needed to control St. Louis Encephalitis or West Nile Virus throughout the County, the city will have the option to participate in the County's emergency aerial mosquito spraying plan. Should the City agree to participate in the plan, the city will have to agree to pay the City's proportioned share of the cost.

ATTACHMENTS

1. RES - ILA DCHHS
2. FY2027 Food Establishment Agreement

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO.

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SEAGOVILLE AND DALLAS COUNTY HEALTH AND HUMAN SERVICES FOR FOOD ESTABLISHMENT INSPECTIONS AND ENVIRONMENTAL HEALTH SERVICES FOR FISCAL YEAR 2026-2027 AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; PROVIDING FOR THE REPEAL OF ANY AND ALL RESOLUTIONS IN CONFLICT; PROVIDING FOR SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council for the City of Seagoville, Texas desires to enter into an Interlocal Agreement with Dallas County for Food Establishment Inspections and Environmental Health Services ("Agreement"); and

WHEREAS, pursuant to said Agreement, Dallas County will perform, on behalf of the City, food establishment inspections; and

WHEREAS, all inspections will be made by a Registered Professional Sanitarian employed by Dallas County Health and Human Services Department ("DCHHS"), in compliance with all state laws and regulations promulgated by the Texas Board of Health; and

WHEREAS, Dallas County further agrees to provide ground mosquito spraying and/or aerial mosquito spraying for the City, in exchange for the City's payment of its proportionate share of costs; and

WHEREAS, the City Council for the City of Seagoville, Texas has reviewed the Interlocal Agreement and has determined it to be in the best interest of the City of Seagoville to enter into said Agreement for Food Establishment Inspections and Environmental Health Services.

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

SECTION 1. The City Council hereby approves the terms and conditions of the Interlocal Agreement, a copy of which is attached hereto and incorporated herein by this reference as Exhibit "A", with Dallas County for Food Establishment Inspections and Environmental Health Services and the City Manager/Mayor is hereby authorized, on behalf of the City of Seagoville, Texas to sign said Agreement.

SECTION 2. All resolutions of the City of Seagoville heretofore adopted which are in conflict with the provisions of this resolution, and the same are hereby repealed, and all resolutions of the City of Seagoville not in conflict with the provisions hereof shall remain in full force and effect.

SECTION 3. If any article, paragraph, subdivision, clause or provision of this resolution, as hereby amended, be adjudged invalid or held unconstitutional for any reason, such judgment or holding shall not affect the validity of this resolution as a whole or any part or provision thereof, as amended hereby, other than the part so declared to be invalid or unconstitutional.

SECTION 4. This resolution shall take effect immediately from and after its passage, and it is accordingly so resolved.

DULY RESOLVED by the City Council of the City of Seagoville, Texas, this the 14th, day September 2026.

APPROVED:

_____
DENNIS K. CHILDRESS , MAYOR

ATTEST:

_____
SARAH EGAN, CITY SECRETARY

APPROVED AS TO FORM:

_____
VICTORIA THOMAS, CITY ATTORNEY

EXHIBIT A
[Interlocal Agreement with Dallas County for HHS Food Establishment and Environmental Health Services]

4928-4092-6669, v. 1

STATE OF TEXAS	**§**	**INTERLOCAL AGREEMENT FOR FOOD**
	§	**ESTABLISHMENT INSPECTION AND**
	§	**ENVIRONMENTAL HEALTH SERVICES BETWEEN**
	§	**DALLAS COUNTY, ON BEHALF OF DALLAS**
	§	**COUNTY HEALTH AND HUMAN SERVICES, AND**
COUNTY OF DALLAS	**§**	**CITY OF SEAGOVILLE**

SECTION 1: PARTIES

This Interlocal Agreement ("**Agreement**") is made by and between the City of SEAGOVILLE, Texas ("**City**"), a Texas municipal corporation, and Dallas County, Texas, a political subdivision of the State of Texas on behalf of the Dallas County Health and Human Services (the "**County**" or "**DCHHS**"), pursuant to the authorities granted by Chapter 791 of the Texas Local Government Code (known as the Interlocal Cooperation Act), Texas Health and Safety Code Chapter 437, Food and Drug Health Regulations, and Texas Health and Safety Code Chapter 121, Local Public Health Reorganization Act, along with Title 25 Texas Administrative Code, Part 1, Chapter 229, and any other applicable laws, as well as the City ordinance for inspection services of food establishments within City's jurisdiction and other environmental health services to City. The County or the City may hereinafter be referred to individually as a "**Party**", or collectively, as the "**Parties**".

SECTION 2: TERM

The term of this Agreement is for a period commencing on the Effective Date as defined herein and continuing through September 30, 2027, unless otherwise stated in this Agreement ("**Term**").

SECTION 3: INSPECTION SERVICES AND REQUIREMENTS

A. The City shall be responsible for the administration of the permit for each food service establishment, retail food store, and temporary food service establishment, as defined by Texas Health and Safety Code Chapter 437, (hereinafter a "**Food Establishment**").

B. The County will perform a minimum of two (2) risk-based inspections (one every six months), during the Term, of each Food Establishment for which the City has submitted an inspection request and for which a fee has been collected from the said Food Establishment for the inspection.

C. Additional follow-up inspections will be performed as deemed necessary by the County.

D. All fees contemplated within this Agreement must be in compliance with Texas Health and Safety Code Section 437.0126.

E. Any additional request for follow-up inspections by the City of Food Establishments, including Food Establishments that are closed due to non-compliance with the state and other applicable rules and regulations may be charged additional fees, if permitted by law.

F. Each Food Establishment inspection will be made by a Registered Professional Sanitarian employed by DCHHS, in compliance with all state laws and regulations.

G. An examination of the following will be made during each inspection: food and food protection; personnel; food equipment and utensils; water source; sewage; plumbing; toilet and hand-washing facilities; garbage and refuse disposal; insect, rodent, and animal control; floors, walls, and ceiling; light; ventilation; and other operations.

SECTION 4: FEES AND PAYMENTS TO THE COUNTY

A. The City will collect and submit to the County a fee of Two Hundred and Ten and 00/100 Dollars ($210.00) per Term for each Food Establishment to be inspected.

B. The City will collect One Hundred and Five 00/100 Dollars ($105.00) to be paid to the County for a re-opening or inspection fee of a Food Establishment that has been closed due to non-compliance with Chapter 437 of the Texas Health and Safety Code, or any other state rules and regulations.

C. The fees are not subject to change without notice and agreement by the City. If additional costs are associated with the services under this Agreement, County will notify City of those additional costs and invoice the City separately for those additional costs.

D. The City shall pay County the stipulated fees within thirty (30) days of the monthly request for payment, or if County fails to make the payment request, then City shall pay the stipulated fees no later than the last date of this Agreement Term upon receipt of not less than thirty (30) days advance written notice from the County of amounts due. Any payment not made within thirty (30) days of its due date shall bear interest in accordance with Chapter 2251 of the Texas Government Code.

SECTION 5: OTHER ENVIRONMENTAL HEALTH SERVICES

A. Upon written request from City, the County will respond to Vector and/or Mosquito Control complaints by inspecting the property and surrounding area for standing water and provide the treatment of water that contains immature mosquitoes with larvicide. If there is a mosquito borne disease in the area, the County will provide ground application services that include spraying for adult mosquitoes ("adulticiding"), and treating standing water with larvicide ("larvaciding").

B. In the event aerial spraying is needed to control St. Louis Encephalitis or West Nile virus throughout the County, the City will have the option to participate in the County's emergency aerial mosquito spraying plan. Should the City agree to participate in the plan, the City must provide written notice to County and agree to the following:

1) Indicate the areas and amount of acres to be sprayed; and

2) Pay the City's proportioned share of the cost based upon the number of acres to be sprayed multiplied by the per-acre spraying cost.

SECTION 6: RECORDS

The County will keep a copy of all Food Establishment (and environmental health service, if applicable) inspection reports and will on a monthly basis send such inspection reports to the City. If either Party receives a third-party request for inspection records, the receiving Party will respond in accordance with Texas Government Code, Chapter 552, also known as the "Texas Public Information Act," including providing the other Party with notice and an opportunity to respond to the request by notifying the Texas Attorney General.

SECTION 7: TERMINATION

A. Without Cause: This Agreement may be terminated in writing, without cause, by either Party upon thirty (30) days' prior written notice to the other Party.

B. With Cause: The County reserves the right to terminate the Agreement immediately and upon provision of written notice to City, in whole or in part, at its sole discretion, for the following reasons:

1) Lack of, or reduction in, funding or resources;

2) The City's non-performance of the specifications of this Agreement or non-compliance with the terms of this Agreement;

3) In County's sole discretion, if termination is necessary to protect the health and safety of County employees;

4) The City's improper, misuse or inept use of funds or resources; and/or

5) The City's submission of data, statements and/or reports that are incorrect, incomplete and/or false in any way.

SECTION 8: CITY ORDINANCE

In order for this Agreement to be valid, the City must have or adopt a City/Town ordinance that provides for the inspection of Food Establishments by a Registered Professional Sanitarian. The City may require the payment of a fee(s) by each Food Establishment, and all fees must be compliance with Senate Bill 1008, Acts of the 89th Texas Legislature, 2025. Ordinance enforcement shall remain the responsibility of the City.

SECTION 9: INDEMNIFICATION

A. The County, not waiving any rights or its sovereign immunity, agrees to the extent allowed by the Texas Torts Claim Act to be responsible for any liability or damages the County may suffer as a result of claims, demands, costs or judgments, including all reasonable attorney's fees, against the County including workers compensation claims, arising out of the performance of the County employees under this Agreement, or arising from any accident, injury or damage, whatsoever, to any person or persons, or to the property of any person(s) or corporations(s) occurring during the performance of this Agreement and caused by the sole negligence of the County, its agents, officers, and/or employees.

B. The City, not waiving any rights or its sovereign immunity, agrees to the extent allowed by the Texas Torts Claim Act to be responsible for any liability or damages that the City may suffer as a result of claims, demands, costs or judgments, including all reasonable attorney's fees, against the City including workers compensation claims, arising out of the performance of the City employees under this Agreement, or arising from any accident, injury or damage, whatsoever, to any person or persons, or to the property of any person(s) or corporations(s) occurring during the performance of this Agreement and caused by the sole negligence of the City, its agents, officers, and/or employees.

C. County and City agree that any such liability or damages as stated above occurring during the performance of this Agreement caused by the joint or comparative negligence of their employees, students, agents, or officers shall be determined in accordance with comparative responsibility laws of the State of Texas.

D. This Section 9 shall survive termination, expiration, or suspension of this Agreement.

E. THIS AGREEMENT IS EXPRESSLY MADE SUBJECT TO COUNTY'S SOVEREIGN IMMUNITY AND THE CITY'S GOVERNMENTAL IMMUNITY, TITLE 5 OF THE TEXAS CIVIL PRACTICES AND REMEDIES CODE, AND ALL APPLICABLE FEDERAL AND STATE LAWS. THE PARTIES EXPRESSLY AGREE THAT NO PROVISION OF THIS CONTRACT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER OF ANY IMMUNITIES FROM SUIT OR FROM LIABILITY THAT THE COUNTY OR CITY HAS BY OPERATION OF LAW. NOTHING IN THIS

AGREEMENT IS INTENDED TO BENEFIT ANY THIRD-PARTY BENEFICIARY.

SECTION 10: INSURANCE

The City agrees that it will at all times during the term of this Agreement maintain in full force and effect insurance, or self-insurance, to the extent permitted by applicable law under a plan of self-insurance, that is also maintained in accordance with sound accounting practices. It is expressly agreed that City will be solely responsible for all cost of such insurance; any and all deductible amounts in any policy; and in the event that the insurance company should deny coverage. It is the intent of this provision that the City's insurance covers all cost and expense so that County will not sustain any expense, cost, liability or financial risk as a result of any of the performance of services under this Agreement; as all such liability, cost, expense, premiums and deductibles are the sole responsibility and risk of the City.

SECTION 11: NOTICE

Any notice or certification required or permitted to be delivered under this Agreement shall be deemed to have been given when personally delivered, or if mailed, seventy-two (72) hours after deposit of the same in the United States Mail, postage prepaid, certified, or registered, return receipt requested, properly addressed to the contact person shown at the respective addresses set forth below, or at such other addresses as shall be specified by written notice delivered in accordance herewith:

COUNTY
Clay Lewis Jenkins, County Judge
Dallas County
500 Elm Street, Suite 7000
Dallas, Texas 75202

CITY OF SEAGOVILLE
Mamata Bhandari, Health Services Director
City of Seagoville
702 N Hwy 175
Seagoville, TX, 75159

With copy to:

Philip Huang, Director DCHHS
2377 N Stemmons Fwy #800
Dallas, TX 75207

And to:

Dallas County District Attorney – Civil Division
500 Elm Street, Suite 6300
Dallas, Texas 75202

SECTION 12: MISCELLANEOUS PROVISIONS

12.1 ENTIRE AGREEMENT AND AMENDMENT

This Agreement, including any Exhibits and Attachments, constitutes the entire agreement between the Parties and supersedes any other agreements concerning the subject matter of this transaction, whether oral or written. No modification, amendment, novation, renewal or other alteration of this Agreement shall be effective unless mutually agreed upon in writing and executed by the Parties. Any alterations, additions, or deletions to the terms of this Agreement which are required by changes in federal or state law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.

12.2 COUNTERPARTS, NUMBER/GENDER, AND HEADINGS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the Party whose name is contained therein. A signed copy of this Agreement transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes. Words of any gender used in this Agreement shall be held and construed to include any other gender. Any words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise. Headings are for the convenience of reference only and shall not be considered in any interpretation of this Agreement

12.3 SEVERABILITY

If any provision of this Agreement is construed to be illegal, invalid, void or unenforceable, this construction will not affect the legality or validity of any of the remaining provisions. The unenforceable or illegal provision will be deemed stricken and deleted, but the remaining provisions shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

12.4 FISCAL FUNDING CLAUSE

Notwithstanding any provisions contained in this Agreement, the obligations of the County under this Agreement are expressly contingent upon the availability of funding for each item and obligation for the term of the Agreement and any pertinent extensions. The City shall not have a right of action against County in the event County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this Agreement or failure to budget or authorize funding for this Agreement during the current or future fiscal years. In the event that County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, or if funds become unavailable, County, at its sole discretion, may provide funds from a separate source or may terminate this Agreement by written notice to the City at the earliest possible time prior to the end of its fiscal year.

12.5 DEFAULT/CUMULATIVE RIGHTS/MITIGATION

It is not a waiver of default if the non-defaulting Party fails to declare a default or delays in taking any action. Waiver of any term, covenant, condition or violation of this Agreement shall not be deemed or construed a waiver unless made in authorized written instrument, nor shall such waiver be deemed or construed a waiver of any other violation or breach of any of the terms, provisions, and covenants herein contained. The rights and remedies provided by this Agreement are cumulative, and either Party's use of any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the Parties may have by law, statute, ordinance or otherwise. Pursuit of any remedy provided in this Agreement shall not preclude pursuit of any other remedies herein provided or any other remedies provided by law or equity, including injunctive relief, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any obligation of the defaulting Party hereunder or of any damages accruing by reason of the violation of any of the terms, provisions, and covenants herein contained. The City has a duty to mitigate damages.

12.6 GOVERNMENTAL IMMUNITY

This Agreement is expressly made subject to City's and County's Governmental Immunity, including, without limitation, Title 5 of the Texas Civil Practice and Remedies Code and all applicable State and federal laws. The Parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability, or a waiver of any tort limitation, that City or County has by operation of law, or otherwise. Nothing in this Agreement is intended to benefit any third-party beneficiary.

12.7 COMPLIANCE WITH LAWS AND VENUE

In providing services required by this Agreement, City must observe and comply with all licenses, legal certifications, or inspections required for the services, facilities, equipment, or materials, and all applicable federal, State, and local statutes, ordinances, rules, and regulations. Texas law shall govern this Agreement and venue shall lie exclusively in Dallas County, Texas.

12.8 RELATIONSHIP OF PARTIES

Each Party is an independent contractor and not an agent, servant, joint enterprise, joint venture or employee of the other Party.

12.9 CONTRA PROFERENTUM

The doctrine of contra proferentum shall not apply to this Agreement. If an ambiguity exists in this Agreement, the Agreement shall not be construed against the Party who drafted the Agreement and such Party shall not be responsible for the language used.

12.10 ASSIGNMENT

Neither Party may transfer or assign its interest in this Agreement without prior written consent of the non-assigning Party. County approval to transfer or assign City's interest in this Agreement is subject to formal approval by the Dallas County Commissioners Court. City approval to transfer or assign County's duties to perform this Agreement is subject to formal approval by the _____ City Council.

12.11 CONTINUING OBLIGATIONS

All obligations of this Agreement which expressly or by their nature survive the expiration, termination or transfer of this Agreement shall continue in full force and effect after and notwithstanding its expiration, termination or transfer until such are satisfied in full or by their nature expire.

12.12 FORCE MAJEURE

Neither Party shall be in default or responsible for delays or failures in performance resulting from causes beyond its control. Such causes include but are not limited to acts of God, fire, storm, flood, earthquake, natural disaster, nuclear accident, strike, air traffic disruption, lockout, riot, freight embargo, public regulated utility, or governmental statutes, orders, or regulations superimposed after the fact. Any Party delayed by force majeure shall as soon as reasonably possible give the other Party written notice of the delay. The Party delayed shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the Party delayed shall immediately give the other Party written notice thereof and shall resume performance under this Agreement as soon as practicable. The date of delivery or of performance

shall be extended for at least a minimum time period equal to the time lost by reason of the delay.

12.13 BINDING EFFECT

This Agreement and the respective rights and obligations of the Parties hereto shall inure to the benefit and be binding upon the successors and assigns of the Parties hereto, as well as the Parties themselves.

12.14 SIGNATORY WARRANTY

City and County represent that each has the full right, power and authority to enter and perform this Agreement in accordance with all of the terms and conditions herein, and that the execution and delivery of this Agreement is made by authorized representatives of the Parties to validly and legally bind the parties to all terms, performances and provisions set forth in this Agreement.

EXECUTED THIS _____ DAY OF _____ 2026. ("Effective Date")

FOR DALLAS COUNTY:

BY: Clay Lewis Jenkins
County Judge

DATE: _____

Recommended:

BY: Dr. Philip Huang
Director, DCHHS

Approved as to Form for Dallas County*:

JOHN CREUZOT
CRIMINAL DISTRICT ATTORNEY
DALLAS COUNTY, TEXAS

BARBARA NICHOLAS
CHIEF, CIVIL DIVISION

BY: Rebecca L. Lundberg
Assistant District Attorney

*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client, Dallas County. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval and should seek review and approval by their own respective attorney(s).

FOR CITY:

BY: Dennis K. Childress
Mayor

DATE: _____

Recommended (CITY):

BY: Carey Neal
Title: City Manager

Approved as to Form (CITY):

BY: NAME
Title: TITLE

TO: Mayor and City Council

FROM: Christine P Wirth, Director of Tehnical and Support Services

DATE: September 14, 2026

ITEM: 14

DESCRIPTION: Consider a Resolution approving and authorizing the City Manager to execute a radio network security element monitoring agreement with Motorola Solutions.

INTRODUCTION

Motorola's ASTRO 25 MDR provides radio network security element monitoring by experienced, specialized security technologists with extensive experience working with ASTRO 25 mission-critical networks. For highly complex or unusual security events, Motorola's technologists have direct access to Motorola engineers for rapid resolution.

BACKGROUND

This agreement is part of the requirements from Motorola on the the upgrade that has been approved by Council earlier this year. GMRS will be the point of contact for this agreement from Motorola.

RECOMMENDATION

City staff recommend approval of the Service Agreement.

FINANCIAL IMPACT

Along the same lines as the Motorola upgrade, this is a 7 year fixed rate service agreement. The first year has been budgeted under the software support line item for fiscal year 2027. We will have to budget for the fiscal years of 2028 through 2033. See the attachment for the service agreement.

ATTACHMENTS

1. RES - Motorola Solutions
2. Letter
3. ASTRO MDR Proposal

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS AUTHORIZING THE CITY MANAGER TO ENTER INTO A RADIO NETWORK SECURITY ELEMENT MONITORING AGREEMENT WITH MOTOROLA SOLUTIONS ("MOTOROLA") APPROVING THE TERMS AND CONDITIONS OF THE AGREEMENT BETWEEN THE CITY OF SEAGOVILLE AND MOTOROLA WHICH IS ATTACHED HERETO AS EXHIBIT "A"; REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Motorola Solutions ("Motorola") ASTRO 25 Managed Detection and Response & Professional Services. The proposal will cover the fully integrated and purpose-built ActiveEye Managed Detection and Response (MDR) services for ASTRO. The service will monitor your ASTRO system 24/7, offering early detection and response capabilities to mitigate cyber threats before they lead to downtime or otherwise impact availability. Attached hereto as Exhibit "A" . The scope and pricing included in this offer are based on bundling all of the equipment, software and services into a multi-year contract; and

WHEREAS, City staff recommend approval of the Service Agreement, including the Maintenance Terms and Conditions thereto;

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

SECTION 1. The City Council hereby approves the Service Agreement with Motorola Solutions attached hereto as Exhibit "A" and authorizes the City Manager to execute the same.

SECTION 2. Any prior resolution of the City Council in conflict with the provisions contained in this Resolution are hereby repealed and revoked.

SECTION 3. This resolution shall take effect immediately from and after its passage, and it is duly resolved.

DULY PASSED and approved by the City Council of the City of Seagoville, Texas, on this the 14th day of September 2026.

APPROVED:

_____
Dennis K. Childress, Mayor

ATTEST:

_____
Sara Egan, City Secretary

APPROVED AS TO FORM:

_____
Victoria W. Thomas, City Attorney

Service Agreement
Exhibit A

MOTOROLA SOLUTIONS

Firm Fixed Price Proposal

City of Garland

ASTRO® 25 Managed Detection and Response & Professional Services

26-214629 / Cybersecurity Services

June 17, 2026

The design, technical, and price information furnished with this proposal is proprietary information of Motorola Solutions, Inc. (Motorola). Such information is submitted with the restriction that it is to be used only for the evaluation of the proposal, and is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the proposal, without the express written permission of Motorola Solutions, Inc.

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PS-000214629

MOTOROLA SOLUTIONS

Motorola Solutions, Inc.
500 West Monroe Street; Suite 4400
Chicago, IL 60661

June 17, 2026

Mr. Eric Smith
IT Radio Communications Manager
City of Garland
1490 Highway 66
Garland, TX 75040

Subject: ASTRO® 25 Managed Detection and Response & Professional Services

Dear Mr. Smith:

Motorola Solutions, Inc. (Motorola) appreciates the opportunity to provide the City of Garland the enclosed proposal for our fully-integrated and purpose-built ActiveEye Managed Detection and Response (MDR) services for ASTRO. The service will monitor your ASTRO system 24/7, offering early detection and response capabilities to mitigate cyber threats before they lead to downtime or otherwise impact availability. MDR for ASTRO was designed to protect ASTRO systems without jeopardizing the availability of the radio network.

We are confident that Motorola can provide a best-in-class premier offering of MDR and risk mitigation services to the City of Garland. Motorola Solutions' proposal is subject to the terms and conditions of the Texas Department of Information Resources Agreement (DIR-CPO-5433). This proposal includes discounted MDR pricing, and a Risk Assessment and Incident Response Plan Development in Year 1. **This proposal shall remain valid until July 31, 2026** and is contingent upon all nine GMRS partner cities signing their individual Notice to Proceed (NTP) documents which will reference this proposal. Service deployment will not commence until executed NTPs have been received from all nine GMRS partner cities. The NTP documents will serve as authorization for Motorola Solutions to place an order for the cybersecurity equipment and services in this proposal. Motorola will invoice service fees for the full Year 1 amount on October 1, 2026, Net 30 payment upon receipt.

Any questions the City of Garland has regarding this proposal can be directed to Nissan Malko, Cybersecurity Senior Account Manager at Nissan.malko@motorolasolutions.com or 224-998-8988. We thank you for the opportunity to provide this proposal for Cybersecurity Managed Detection and Response services, and we hope to strengthen our relationship by implementing this project.

Sincerely,

Katharine Gard
MSSSI TVP & Director of SaaS Sales
MOTOROLA SOLUTIONS, INC.

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Section 1

Executive Summary

Motorola is pleased to build upon our years of ongoing support to the City of Garland with a response that efficiently meets the needs for your ASTRO® 25 Managed Detection and Response (MDR) solution. We are a national and global leader in the cybersecurity community. We have evolved into a holistic mission critical technology provider, placing Information Technology (IT), as well as cybersecurity, at the forefront of importance to protect our customers against threats to the confidentiality, integrity and availability of their operation.

ASTRO 25 Managed Detection and Response

Motorola's ASTRO 25 MDR provides radio network security element monitoring by experienced, specialized security technologists with extensive experience working with ASTRO 25 mission-critical networks. For highly complex or unusual security events, Motorola's technologists have direct access to Motorola engineers for rapid resolution.

Our solution provides 24/7 Security Operations Center Support. This is a component of our broader proprietary SOC 2 Type 2 certified Managed Security Platform targeted to Public Safety, Critical Infrastructure, and State/Local municipalities.

The ActiveEye Platform

With the ActiveEye platform, Motorola is able to deliver to our customers a co-managed approach to 24/7 security monitoring operations across IT enterprise environments. The benefits of the ActiveEye platform are demonstrated below:

- **Included Public Safety Threat Data Feed** — Threat reports covering potential attack vectors based on dark web research. Summaries of actual attacks against public safety and state/local municipalities.
- **Advanced Threat Detection & Response** — Consolidate SIEM data and direct threat inputs from endpoint security, network sensors, and cloud/SaaS applications. Pre-built custom playbooks to process alerts and reduce/eliminate manual analyst effort.
- **Single Dashboard for Threat Visibility** —Complete visibility into the security of the network. Monitor alerts, perform investigations, track cases, and create reports all from one interface.

Chief Information Security Officer (CISO) Benefits

A main dashboard displays and aggregates all of the important and relevant risk information from across the organization, helping decision makers to make better-informed decisions to balance cybersecurity efforts and operational efficiencies.

The dashboard provides key performance metrics and indicators that can inform an admin at a glance to the activity that is occurring throughout their environment.

Create ad-hoc reports and notifications based on available data and ActiveEye parameters.

Transparency into the service that Motorola is providing. The dashboard will provide the key indicators to the number of events that are handled on a daily, weekly, monthly basis and how those events are handled by the Motorola Security Operations Center (SOC).

Public Safety Threat Alliance

Cyber threats to public safety agencies are increasing in scope, scale, and complexity; however, most agencies lack the cybersecurity capabilities required to mitigate risk and ensure continuity of public safety operations. To address this critical need, Motorola has established a cyber threat information sharing and analysis organization (ISAO) for public safety called The Public Safety Threat Alliance (PSTA). The PSTA is recognized by the U.S. Cybersecurity and Infrastructure Security Association (CISA), and highlights Motorola's commitment to public safety agencies and the communities they serve.

The PSTA will leverage cybersecurity risk information from across Motorola's Cybersecurity Services. This, paired with information from members and trusted partners including CISA, other ISAOs, and nonprofits dedicated to sharing cyber threat intelligence, will help generate actionable intelligence to improve members' cybersecurity posture, defense, and resilience against evolving threats to their public safety missions. In addition to the intelligence alerts and reports provided, other benefits included access to an automated threat feed, with context and tags, that can be fed into your SIEM or MDR solution and Dark Web monitoring that checks for activity, including the sale of credentials or mention of your organization's name. There is no cost for membership to the PSTA.

If purchasing ActiveEye Managed Security Services, Customers hereby agree to participate in the Public Safety Threat Alliance ("PSTA"). As a participant in the PSTA, Customers agree to share relevant data as described in the PSTA Member Agreement. The Customer also acknowledges that data shared by other PSTA members will be made available to them, subject to the terms of the PSTA Member Agreement. Customer's participation in the PSTA shall continue until terminated as provided in the PSTA Member Agreement. For the avoidance of doubt, any data or materials provided in connection with Customer's participation in the PSTA will not be considered Motorola Materials under the Motorola Solutions Customer Agreement and the Customer's only recourse for use of such data or materials is

against the Public Safety Threat Alliance that is a party to the PSTA Member Agreement and will be governed by the terms of the PSTA Member Agreement.

Learn more about membership to the PSTA at: https://motorolasolutions.com/public-safety-threat-alliance.



A copy of the PSTA Membership Agreement can found at:

https://www.motorolasolutions.com/content/dam/msi/docs/dt/services/cybersecurity/PSTA-membership-agreement.pdf

ABOUT MOTOROLA

Company Background and History

Motorola creates innovative, mission-critical communication solutions and services that help public safety and commercial customers build safer cities and thriving communities. You can find our products at work in a variety of industries including law enforcement, fire, emergency medical services, national government security, utilities, mining, energy, manufacturing, hospitality, retail, transportation and logistics, education, and public services. Our communication solutions span infrastructure, devices, services and software to help our public safety and commercial customers be more effective and efficient.

Company Overview

Since 1928, Motorola Solutions, Inc. (formerly Motorola, Inc.) has been committed to innovation in communications and electronics. Our company has achieved many milestones in its history. We pioneered mobile communications in the 1930s with car radios and public safety networks. We made the equipment that carried the first words from the moon in 1969. We commercialized the first handheld portable scanner in 1980. Today, as a global industry leader, excellence in innovation continues to shape the future of the Motorola brand.

We help people be their best in the moments that matter.

Motorola connects people through technology. Public safety and commercial customers around the world turn to Motorola innovations when they want highly connected teams that have the information they need throughout their workdays and in the moments that matter most to them.

Our customers rely on us for the expertise, services, and solutions we provide, trusting our years of invention and innovation experience. By partnering with customers and observing how our products can help in their specific industries, we are able to enhance our customers' experience every day.

Motorola's Corporate Headquarters is located at 500 West Monroe Street, Chicago, IL 60661. Telephone is +1 847.576.5000, and the website is www.motorolasolutions.com.

Section 2

Solution Description - ASTRO MDR

Solution Overview

Motorola Solutions, Inc. (Motorola) is pleased to present the proposed cybersecurity Managed Detection and Response (MDR) services for the City of Garland (hereinafter referred to as "Customer").

Identifying and mitigating cyber threats requires a reliable solution that supplies the right data to cybersecurity experts. Motorola will provide access to our ActiveEye Security Platform, along with 24x7 support from specialized security technologists, who will monitor your mission critical network against threat and intrusion.

The following ASTRO® 25 MDR features and services are included in our proposal:

- **ActiveEye Managed Detection and Response Elements**
  - ActiveEye Security Management Platform
  - ActiveEye Remote Security Sensor (AERSS)
- **Service Modules**
  - Log Collection / Analytics
  - Network Detection
  - External Vulnerability Scanning
  - Endpoint Detection and Response
- **Security Operations Center Monitoring and Support**

Site Information

The following site information is included in the scope of our proposal:

Table 2-1: Site Information

Site Name	Core	Local CENs	Remote CENs	CR CENs	CEN Endpoints	Dispatch Sites	Consoles	AIS	NM Client
Core	1	1	1	0	20	1	1	0	7
Garland	0	0	0	1	5	4	19	1	0
Mesquite	0	0	0	1	5	3	15	1	1
Rowlett	0	0	0	1	5	2	6	1	0
Sachse	0	0	0	0	0	1	3	0	0
Seagoville	0	0	0	0	0	1	2	0	0
Highland Park	0	0	0	1	5	1	4	1	1
University Park	0	0	0	1	5	2	5	1	1
Forney	0	0	0	1	5	1	4	1	0
Terrell	0	0	0	0	0	1	3	0	0
TOTALS	**1**	**1**	**1**	**6**	**50**	**17**	**62**	**6**	**10**

Services Included

The ActiveEye service modules included in our proposal are shown in the tables below. The Network Environment column will designate the location of each module: ASTRO 25 Radio Network Infrastructure (RNI), Customer Enterprise Network (CEN), or the Control Room CEN.

Table 2-2: Service Modules

Service Module	Features Included	Network Environment
Log Collection / Analytics	Online Storage Period: 30 Day Storage Extended Log Storage Length: 12 Months	RNI / CEN
Network Detection	Up to 1 Gbps per Sensor Port	RNI / CEN
External Vulnerability Scanning	Scan Internet-Facing IPs Quarterly	RNI / CEN
Endpoint Detection and Response (EDR)	Palo Alto Cortex XDR Online Storage Period: 30 Day Storage	RNI / CEN

Service Description

Managed Detection and Response is performed by Motorola Solutions' Security Operations Center (SOC) using the ActiveEye security platform. The SOC's cybersecurity analysts monitor for alerts 24x7x365. If a threat is detected, analysts will investigate and initiate an appropriate Customer engagement. Customer engagements may include, but are not limited to; deploying cybersecurity countermeasures for incident containment, requesting additional information from the Customer, continuing to monitor the event for further development, or informing the Customer to enact the Customer's documented Incident Response plan.

SOC analysts rely on monitoring elements to detect signs of a potential threat impacting the Customer's ASTRO 25 network and applicable Customer Enterprise Network (CEN) systems. These elements are described below. The MDR service includes the deployment and optimization of these elements into the Customer's network.

Managed Detection and Response Elements

This section and its subsections describe Managed Detection and Response elements, and their applicability for specific infrastructure.

ActiveEye Security Platform

Motorola's ActiveEye security platform collects and analyzes security event streams from the Customer's ASTRO 25 network and applicable CEN systems, using security orchestration and advanced analytics to identify the most important security events from applicable systems. The ActiveEye platform is provided in the English language.

The platform automates manual investigation tasks, verifies activity with external threat intelligence sources, and learns what events will require rapid response action.

The Customer will receive access to the ActiveEye platform as part of this service. ActiveEye will serve as a single interface to display system security information. Using ActiveEye, the Customer will be able to configure alerts and notifications, review security data, and perform security investigations.

ActiveEye Managed Security Portal

The ActiveEye Managed Security Portal will synchronize security efforts between the Customer and Motorola. From this central point, the Customer will be able to view threat insights, event investigations, security reports, threat advisories, and status of any security cases.

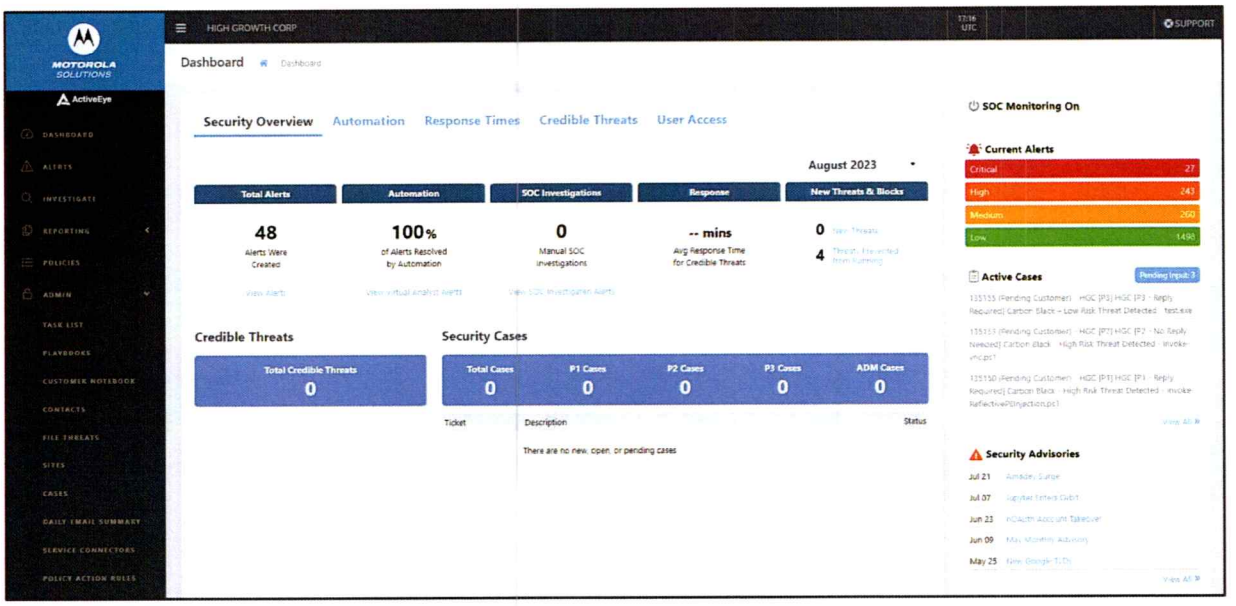


Figure 2-1: ActiveEye Portal

Dashboard

Key information in the ActiveEye Portal is summarized on the dashboard. This dashboard provides details about open alerts, an overview of alert categories, alert processing, key performance indicators (KPI), open security cases, and recent threat advisories. Also, users can access more in-depth information like security cases, alert details, alert trends, reports, and group communications.

Security Cases

When the Customer and Motorola identify a threat, the SOC will create a security case. Through the ActiveEye Portal, the Customer can view details of current or past cases.

Alert Details and Trends

Alerts can be evidence of a past, active, or developing threat. ActiveEye records relevant data for each alert, enabling users to quickly view its triggers, systems it impacts, and any actions taken to address the alert. ActiveEye Portal also provides tools for reviewing groups of alerts based on key attributes or time periods. Attribute filters enable users to toggle which alert groups ActiveEye Portal shows, helping to spot trends or threat activity. Users can also compare alert logs for specific time periods to determine if specific trends are associated with a threat or are false positives.

Investigations and Reporting

ActiveEye Portal includes robust *ad hoc* reporting capabilities, which will provide important, additional information about active and historical threats. Users can share information outside of ActiveEye Portal by downloading reports in .csv or .json format.

In addition to *ad hoc* reporting, ActiveEye Portal can provide a daily email summary and monthly report. Daily email summaries can include alert counts, security cases opened or closed, saved queries that have new data, and detailed endpoint security statistics. If needed, ActiveEye Portal can send one or more summary emails with different content for different groups. Monthly reports are available as a PDF download.

Security Advisories

Security Advisories are messages initiated from the SOC that share information on active threats with the Customer's security teams. These advisories guide security teams on how to best take action against a threat and tell them where they can find further information.

Information Sharing

The ActiveEye Portal includes several functions for sharing information. Automatic security alerts notify pre-defined contacts of incidents, based on incident priority. Other information sharing functions include:

- **SOC Bulletins** - Instructions from the Customer, or the SOC, that SOC analysts reference when creating security cases. These can communicate short-term situations where a security case may not be needed, such as during testing or maintenance windows.
- **Customer Notebook** - The SOC will use the Customer Notebook to document the Customer's environment and any specific network implementation details that will help the SOC investigate security cases.
- **Contact Procedures** - Escalation procedures and instructions on who to contact if an incident occurs. Contact procedures include instructions and procedures for specific security incident levels. The SOC and the Customer will jointly manage contact procedures.

User Access

The ActiveEye Portal provides the ability to add, update, and remove user access. Every ActiveEye user can save queries, customize reports, and set up daily email summaries. Users may be given administrative access, allowing them to perform administrative tasks, such as setting up new service connectors, resetting passwords, and setting up multi-factor authentication for other users.

ActiveEye Remote Security Sensor

One or more AERSS will be deployed into the ASTRO 25 network and if applicable to CEN environments to deliver the service. These sensors monitor geo diverse sites for security events and pass security information to the ActiveEye platform.

AERSS integrate the ActiveEye platform with network elements, enabling it to collect logs from Syslog, as well as to analyze network traffic over monitor port(s).

The following are the environmental requirements and specifications the Customer must provide to prepare for the AERSS deployment.

Specifications	Requirements
Rack Space	1U
Power Consumption (Max)	550 Watts (Redundant Power Supply)
Power Input	100-240V AC
Current	3.7 A – 7.4 A
Circuit Breaker	Qty. 2
Line Cord	NEMA 5-15P
Heat Dissipation (max)	2107 BTU/hr.
Internet Service Bandwidth	Bandwidth throughput 10Mbps per zone

Applies to included ASTRO 25 RNI, CEN, and Control Room CEN infrastructure.

Control Room Firewall

In cases where an ASTRO 25 site (Network Management Dispatch, Trunking Subsystem, Conventional Subsystem) has insufficient bandwidth to support EDR communications, an optional Control Room Firewall can be integrated at the site. When this is done, EDR communications will be configured to leverage that firewall in place of the site link. This configuration will not change any existing traffic flows in the system that currently leverage the site link.

The following are the environmental requirements and specifications the Customer must provide to prepare for the Control Room Firewall deployment.

Specification	Requirement
Rack Space	1U
Power Consumption (Max)	28.6 W (Single Power Supply)
Power Input	100-240V AC
Current	.52 A
Circuits Breaker	Qty. 1
Heat Dissipation (Max)	97.6 BTU/hr
Line Cord	NEMA 5-15P
Internet Service Bandwidth	High availability Internet Connection (99.99% [4-9s] or higher) Packet loss < 0.5% Jitter < 10 ms Delay < 120 ms RJ45 Port Speed – Auto Negotiate

Applies to included ASTRO 25 RNI, CEN, and Control Room CEN infrastructure.

Service Modules

ActiveEye delivers service capability by integrating one or more service modules. These modules provide ActiveEye analytics more information to correlate and a clearer vision of events on Customer's network. In addition, modules enable security teams and analysts to more easily access and compare data from these disparate systems. The following subsections describe each ActiveEye service module in detail.

Log Collection / Analytics

The AERSS deployed in the system collects logs and other security information from applicable servers, workstations, switches, routers, Network Detection, and firewalls. This information is forwarded to the ActiveEye platform, which uses advanced analytics to identify signs of security incidents. If it identifies signs of a security incident, ActiveEye notifies the SOC for further analysis.

Collected events will be stored in the ActiveEye Security Platform to enable historical searching or threat hunting as needed. Some high volume, repetitive logs may be aggregated as noted in the documentation. The default storage time period is one year, but no longer than 90 days, following expiration or termination of the Agreement. A longer time period can be provided if subscribed.

Network Detection

The AERSS supports Network Detection, constantly monitoring traffic passing across, into, or out of infrastructure. Network Detection analyzes traffic for signs of malicious activity in real time, and performs packet level and flow level analysis to enable communications modeling. This information is used to identify anomalous behavior that is not captured by pre-defined traffic signatures, including traffic using encrypted connections. Network Detection forwards detected suspicious activity to the SOC for further analysis.

External Vulnerability Scanning

External Vulnerability Scanning is provided for the ASTRO® internet-facing, external network interfaces. The scan is enabled from an internet cloud hosted service outside the ASTRO® network. Discovery and vulnerability scans will be run quarterly or on a less frequent schedule defined with the Customer.

Endpoint Detection and Response

Endpoint Detection and Response (EDR) is an endpoint security agent that integrates with the ActiveEye security platform to provide additional threat detection, investigation, and response actions to optimize protection of critical systems.

EDR integration with ActiveEye accelerates investigations by making necessary information available for analysts in a single platform where they can quickly access details of what caused an alert, its context, and its history.

The platform enables analysts to initiate response actions (i.e. isolate host, ban or block a file hash, terminate a process) on endpoints to respond to detection of verified malicious activity within the system. Available responses are determined by the Customer's security policies.

Security Operations Center Services

Motorola delivers SOC Monitoring using one or more SOC facilities. The SOC includes any centralized hardware and software used to deliver this Service and its service modules. The SOC and its centralized hardware and software are housed within an SSAE-18 compliant data center.

Motorola's SOC is staffed with security experts who will use ActiveEye Security Management Platform to monitor elements integrated by service modules. In addition, SOC staff will take advantage of their extensive experience to investigate and triage detected threats, and to recommend responses to the Customer.

Section 3

Statement of Work - ASTRO MDR

Overview

Motorola Solutions, Inc. (Motorola) ASTRO® 25 Managed Detection and Response (MDR) provides monitoring of radio network security information by specialized cybersecurity analysts with extensive experience working with ASTRO 25 mission-critical networks.

The following sections describe the deliverables of the service, its technologies, and service obligations.

This Statement of Work (SOW), including all of its subsections and attachments, is an integral part of the applicable agreement (Agreement) between Motorola and the Customer.

In order to receive the services as defined within this SOW, the Customer is required to keep the system within a standard support period as described in Motorola's Software Support Policy (SwSP).

Description of Service

MDR is performed by Motorola's Security Operations Center (SOC) using the ActiveEye security platform. The SOC cybersecurity analysts monitor for alerts 24/7. If a threat is detected, analysts will investigate and initiate an appropriate Customer engagement. Customer engagements may include, but are not limited to, deploying cybersecurity countermeasures for incident containment, requesting additional information from the Customer, continuing to monitor the event for further development, or informing the Customer to enact the Customer's documented Incident Response Plan.

SOC analysts rely on monitoring elements to detect signs of a potential threat impacting the Customer's ASTRO 25 network and applicable Customer Enterprise Network (CEN) systems. These elements are described below.

The MDR service includes the deployment and optimization of these elements into the Customer's network.

Deployment Timeline and Milestones

The following phase descriptions lay out the necessary deployment activities and milestones required to achieve service readiness:

Phase 1: Service Onboarding

After contract signature, Motorola will schedule a service kickoff meeting with the Customer and provide information-gathering documents. This kickoff meeting is conducted remotely at the earliest, mutually available opportunity. Customer is to identify and ensure participation of key team members in kickoff and project initiation activities.

On the Kickoff Date, the Customer will be provisioned onto the ActiveEye MDR portal. The portal will enable service notifications, access to vulnerability scans and cybersecurity advisories. The first vulnerability scan will be conducted and reported within 30 days following the Kickoff Date. On the Kickoff Date, the Customer will receive instructions for accessing the Security Operations Center and Incident Response (IR) teams. Once access is provisioned, the Customer will receive any assistance required from the IR team and be able to configure key contacts for interaction with the Security Operations team. The Customer will receive instructions for accessing the Security Operations Center within the first 30 days.

Phase 2: Infrastructure Readiness

Motorola will provide detailed requirements regarding Customer infrastructure preparation actions at the kickoff meeting. It is the Customer's responsibility to accomplish all agreed upon infrastructure preparations. It is Motorola's responsibility to separately complete any obligated and/or agreed infrastructure readiness tasks.

Phase 3: System Buildout and Deployment

Motorola will build and provision tools in accordance with the requirements of this proposal and consistent with information gathered in earlier phases. Motorola will also provide detailed requirements regarding Customer deployment actions. The Customer may be required to deploy software and/or configurations in cases where Motorola does not manage the device and does not have access or authorization to perform the installation.

Motorola will coordinate with the customer to identify and schedule mutually agreeable maintenance windows where Motorola will perform integration of endpoint detection and response agents at in-scope sites and Customer Enterprise Networks (CENs). **Endpoint detection and response agents will not be installed at sites that do not meet the minimum connectivity requirements (either site links with sufficient bandwidth or Control Room Firewalls with customer provided internet).** Motorola will leave the existing antivirus solution in place on endpoints located at these out of scope sites.

Phase 4: Monitoring "Turn Up"

Motorola will verify in-scope assets are forwarding logs or events and notify the Customer of any exceptions. Motorola will begin monitoring connected in-scope sources after the initial tuning period.

Phase 5: Tuning and Customer Training

Motorola will assess certain events to be environmental noise, potentially addressable configuration issues in the environment, or false positives. Motorola may recommend these be addressed by the Customer to preserve system and network resources.

Motorola will provide the Customer with the ability to temporarily suppress alerts reaching ActiveEye, enabling a co-managed approach to tuning and suppressing events or alarms. The SOC may permanently suppress particular alerts and alarms if not necessary for actionable threat detection.

Tuning Period Exception

The tuning period is considered to be the first thirty (30) days after each service module has been confirmed deployed and configured and starts receiving data. During the tuning period, Motorola may make recommendations to the Customer to adjust the configurations of their installed software so Services can be effectively delivered. Service Availability will not be applicable during the tuning period and responses or notifications may not be delivered. However, Motorola will provide responses and notifications during this period.

Motorola may continue to recommend necessary tuning changes after this period, with no impact on Service Availability.

Service Commencement

The Service will commence with the Service Onboarding phase or within 30 days of contract signature, whichever event occurs soonest for existing customers.

In the case of a new ASTRO system, the Service will commence in parallel to the commencement date of the core ASTRO Service package "Turn Up" go live date. Motorola and the Customer will collaborate to complete the additional deployment tasks.

General Responsibilities

Motorola Responsibilities

- Provide and when necessary repair under manufacturer warranty hardware and software required to remotely monitor the ASTRO 25 network and applicable CEN systems inclusive of the AERSS and all software operating on it.
    - If the Centralized Event Logging feature is not installed on the Customer's ASTRO 25 RNI, Motorola will install it as part of this service.
- Coordinate with the Customer on any system changes necessary to integrate the AERSS into the system and establish necessary connectivity.
- Provide software and licenses to the Customer necessary to remotely monitor the ASTRO 25 network and applicable CEN environments.

- Integrate EDR agents as per the "Deployment Timeline and Milestones" section in all network segments where endpoint detection and response is in scope.
    - Note that network segments with insufficient connectivity to support endpoint detection and response will be considered out of scope for endpoint detection and response.
    - Motorola will perform the installation of endpoint detection and response agents in the RNI-DMZ CEN(s) and Control Room CEN(s) for all Motorola managed devices that support endpoint detection and response agents.
    - Motorola will support the customer with installing endpoint detection and response agents in the RNI-DMZ CEN(s) and Control Room CEN(s) for any device that supports endpoint detection and response agents and is not Motorola Solutions managed. Due to the fact that Motorola does not typically manage the devices and network connectivity for endpoints in the Control Room CEN, it is the customer's responsibility to perform this installation.
- Assist the Customer with the installation of log forwarding agents on systems that are not managed by Motorola. Note, Motorola will perform installation on all endpoints that are managed by Motorola.
- Verify connectivity and monitoring is active prior to start of service.
- Coordinate with the Customer to maintain Motorola service authentication credentials.
- Monitor the Customer's ASTRO 25 network and applicable CEN systems 24/7 for malicious or unusual activity, using trained and accredited technicians.
- Respond to security incidents in the Customer's system in accordance with Incident Priority Level Definitions and Response Times. Response may include, but is not limited to, requesting additional information from the Customer, continuing to monitor the event for further development or informing the Customer to enact the Customer's documented Incident Response plan.
- Assist the Customer with identifying devices that support logging within the ASTRO 25 network and applicable CEN systems have been configured to forward Syslog events to the AERSS.
- Provide the Customer with access to the ActiveEye platform enabling Customer access to security event and incident details.

Customer Responsibilities

- The ASTRO 25 MDR service requires a connection from the Customer's ASTRO 25 network and applicable CEN systems to the Internet. Establish connectivity with sufficient bandwidth before the service commences.
- It is the Customer's responsibility or the contracted maintainer to install the AERSS device in the Control Room CEN.

- Allow Motorola continuous remote access to monitor the ASTRO 25 network and applicable CEN systems. This includes keeping the connection active, providing passwords, and working with Motorola to understand and maintain administration privileges.
- Maintain an active subscription for:
  - Security Update Service (SUS) (or Remote Security Update Service), ensuring patches and antivirus definitions are applied according to the release cadence of the service.
  - ASTRO Dispatch Service and ASTRO Infrastructure Response.
- Provide continuous utility services to any equipment installed or utilized at the Customer's premises to support service delivery and remote monitoring.
- Provide Motorola with contact information necessary to complete the Customer Support Plan (CSP). Notify the Customer's Customer Support Manager (CSM) within two weeks of any contact information changes.
- Notify Motorola if any components are added to or removed from the environment as it may be necessary to update or incorporate in MDR. Changes to monitored components may result in changes to the pricing of the MDR service.
- Ensure that the ASTRO 25 system is operating on a Motorola supported release.
- Allow Motorola dispatched field service technicians physical access to monitoring hardware when required.
- Cooperate with Motorola and perform all acts that are required to enable Motorola to provide the services described in this SOW.
- Configure and maintain networking infrastructure physical and logical configuration to mirror (typically via a port(s) on a switch) network traffic to the ActiveEye sensor for applicable CEN systems.
- Responding to Cybersecurity Incident Cases created by the Motorola SOC.

Service Modules

Log Collection / Analytics

The AERSS deployed in the system collects logs and other security information from applicable servers, workstations, switches, routers, network intrusion detection sensors, and firewalls. This information is forwarded to the ActiveEye platform, which uses advanced analytics to identify signs of security incidents. If it identifies signs of a security incident, ActiveEye notifies the SOC for further analysis.

Motorola Responsibilities

- Consult with and advise the Customer on performing necessary system configurations to direct log sources to the appropriate Remote Security Sensor.
- The SOC will consult with the Customer to identify appropriate log sources.

Customer Responsibilities

- If applicable, configure customer managed networking infrastructure to allow AERSS to communicate with ActiveEye as defined.
- If applicable, configure any Customer managed devices in the CEN to forward data to ActiveEye.

Applies to included ASTRO 25 RNI, CEN, and Control Room CEN infrastructure.

Network Detection

The AERSS deploys a Network Intrusion Detection System (NIDS), constantly monitoring traffic passing across, into, or out of the infrastructure. Network Detection analyzes traffic for signs of malicious activity in real time, and performs packet level and flow level analysis to enable communications modeling. This information is used to identify anomalous behavior that is not captured by pre-defined traffic signatures, including traffic using encrypted connections. Network Detection alerts the SOC for further analysis.

Motorola Responsibilities

- Work with the Customer to integrate AERSS.
- Optimize the policies and configuration to tune out noise and highlight potential threats.
- The SOC consults with the Customer to identify the appropriate deployment of Network Detection Service Components. The SOC monitors and updates the security policy of each sensor to tune out unnecessary alerting and flow monitoring so that the system is optimized to detect true malicious activity.

Customer Responsibilities

- If necessary, configure Customer's networking infrastructure to allow AERSS to communicate with ActiveEye as defined.
- For Customer's owned CEN infrastructure, configure and maintain networking infrastructure physical and logical configuration to mirror (typically via a port(s) on a switch) network traffic to the ActiveEye sensor.
- Initiate recommended response actions when active attacks are detected.

Applies to included ASTRO 25 RNI, CEN, and Control Room CEN infrastructure.

Endpoint Detection and Response

Endpoint detection and response agents deployed on in-scope and supported Windows and Linux hosts and servers throughout the system constantly monitor for indicators of compromise and feed this information back to the ActiveEye security platform. The Security Operations Center monitors this feed and is ready 24/7 to take action when a detection is made.

Motorola Solutions Responsibilities

- Install and/or support the installation of endpoint detection and response agents on in scope endpoints in the system as detailed in the **Deployment Timeline and Milestones** section.
- Monitor endpoint detection and response feeds for detections of indicators of compromise.
- In the event of the detection of an indicator of compromise, perform detailed investigations of the event.
- Per the Customer's security policies and defined incident response plan, alert and engage the customer and potentially take an action to deploy a countermeasure to contain the incident.

Customer Responsibilities

- If an ASTRO site link will be leveraged for endpoint detection and response communications, that site link must support a minimum of 2 Mbps of bandwidth.
- Work with Motorola to ensure that there is a documented incident response plan that indicates how Motorola should engage with the Customer in the event of a detection of an indicator of compromise.
- Provide and maintain contact information for a Customer point of contact that can take action or authorize Motorola to take action in the event of a detection of an indicator of compromise.

Applies to in scope ASTRO 25 RNI, CEN, and Control Room CEN infrastructure.

External Vulnerability Scanning

External Vulnerability Scanning is provided for the ASTRO internet-facing, external network interfaces. The scan is enabled from an internet cloud hosted service outside the ASTRO network. Discovery and vulnerability scans will be run quarterly or on a less frequent schedule defined with the Customer.

The initial scan results will be discussed with the Customer during service onboarding. Subsequent scans will be reviewed by a cybersecurity analyst. If any new findings of interest are surfaced, a ticket will be created to communicate these findings with the customer defined contacts.

Motorola Responsibilities

- Configure scans to match the Customer's preferences for external scope.
- Verify vulnerability scans are operating correctly.

- Make generated results available in the Customer's ActiveEye portal.
- Create ticket notifications for significant, new findings of interest.

Customer Responsibilities

- During Service Onboarding kickoff, provide Motorola with the IP addresses and/or domain names to be included in the external vulnerability scans.
- In accepting this Statement of Work, the Customer authorizes Motorola to engage in external vulnerability scans of internet-facing, external assets disclosed by the Customer.
- Be responsible for updating Motorola with any changes to the IP addresses and/or domain names of the internet-facing, external assets subject to the external vulnerability scans.
- If the information required to enable vulnerability scanning of the internet-facing, external assets is not provided initially or is not current at any time during the term, Motorola will suspend scans until it is reasonably satisfied that it has been provided with the most current information.
- Review all quarterly vulnerability reports, and tickets of new findings.
- Perform any remediation actions required to address identified vulnerabilities.

Applies to Internet facing assets only.

Security Operations Center Monitoring and Support

Scope

Motorola will start monitoring the ASTRO 25 MDR service in accordance with Motorola processes and procedures after deployment, as described in Deployment Timeline and Milestones.

The SOC receives system-generated alerts 24/7, and provides the Customer with a toll-free telephone number and email address for support requests, available 24/7. Support requests are stored in a ticketing system for accountability and reporting. The SOC will respond to detected events in accordance with Incident Priority Level Definitions and Response Times.

Ongoing Security Operations Center Service Responsibilities

Motorola Responsibilities

If a probable security incident is detected, provide phone and email support to:

- Engage the Customer's defined Incident Response Process.

- Gather relevant information and attempt to determine the extent of compromise using existing monitoring capabilities in place as part of the ASTRO 25 MDR service.
- Analysis and support to help the Customer determine if the Customer's corrective actions are effective.
- Continuous monitoring, in parallel with analysis, to support Incident Response.

Customer Responsibilities

- Provide Motorola with accurate and up-to-date information, including the name, email, landline telephone numbers, and mobile telephone numbers for all designated, authorized Customer escalation Points of Contact (POC).
- Provide a timely response to SOC security incident tickets or investigation questions.
- Notify Motorola at least twenty four (24) hours in advance of any scheduled maintenance, network administration activity, or system administration activity that would affect Motorola's ability to perform the Managed SOC Service, as described in this SOW.

Technical Support

ActiveEye Security Management Technical Support provides the Customer with a toll-free telephone number and email address for ActiveEye Security Management support requests, available Monday through Friday from 8 a.m. to 7 p.m. CST

Motorola Responsibilities

- Notify customers of any scheduled maintenance or planned outages.
- Provide technical support, security control, and service improvements related to ActiveEye.

Customer Responsibilities

- Provide sufficient information to allow Motorola technical support agents to diagnose and resolve the issue.

Limitations and Exclusions

Technical support is limited to the implementation and use of the ActiveEye platform and does not include use or implementation of third-party components.

Incident Response

An Indicator of Compromise (IoC) is an observable event that Motorola Security Analysts have determined will jeopardize the confidentiality, integrity, or availability of the system. Examples of IoC include ransomware or malicious use of PowerShell.

When an IoC is observed, the Motorola Security Operations team will engage with the customer to investigate the issue, determine the extent of the compromise and contain the activity to the extent possible with the Motorola security controls deployed within the environment. This expert guidance is available upon contract signature and extends through MDR infrastructure deployment phases and the term of the contract.

When an IoC is observed by the Security Analyst, Motorola and Customer will be responsible for the tasks defined in the following subsections.

Motorola Responsibilities

- Upon the identification of an IoC, notify the Customer's documented contact and initiate the escalation plan.
- Take documented, Customer approved actions in an attempt to contain an IoC to the extent enabled via Motorola managed technology. Communicate to the Customer any additional potential containment actions and Incident Response resources that can be taken across the Customer's managed IT infrastructure.
- Perform investigation using the ActiveEye MDR integrated and enabled data sources in an initial attempt to determine the extent of an IoC.
- Document and share IoC and artifacts discovered during investigation. Motorola services exclude performing on-site data collection or official forensic capture activities on physical devices.

Customer Responsibilities

- Maintain one named Point of Contact (PoC) to coordinate regular team discussions and organize data collection and capture across the Customer and Motorola teams.
- If determined to be required by Customer, contract an Incident Response service provider to perform procedures beyond the scope of this Agreement such as forensic data capture, additional malware removal, system recovery, ransomware payment negotiation, law enforcement engagement, insurance provider communications, identify patient zero, etc.

Event Response and Notification

Motorola will analyze events created and/or aggregated by the Service, assess their type, and notify the Customer in accordance with the following table.

Table 3-1: Event Handling

Event Type	Details	Notification Requirement
False Positive or Benign	Any events determined by Motorola to not likely have a negative security impact on the organization.	None

Event Type	Details	Notification Requirement
Event of Interest (EOI)	Any events determined by Motorola to likely have a negative security impact on the organization.	Escalate to Customer in accordance with routine notification procedure. Escalate in accordance with urgent notification procedure when required by agreed-upon thresholds and SOC analysis. Notification procedures are included in **Table 3-2: Notification Procedures**.

Notification

Motorola will establish notification procedures with the Customer, generally categorized in accordance with the following table.

Table 3-2: Notification Procedures

Notification Procedure	Details
Routine Notification Procedure	The means, addresses, format, and desired content (within the capabilities of the installed technology) for Events of Interest (EOI). These can be formatted for automated processing, e.g., by ticketing systems.
Urgent Notification Procedure	Additional, optional means and addresses for notifications of Events of Interest that require urgent notification. These usually include telephone notifications.

Motorola will notify the Customer according to the escalation and contact procedures defined by the Customer and Motorola during the implementation process.

Incident Priority Level Definitions and Response Times

Priority for alert-generated incident or Events of Interest is determined by the ActiveEye Platform analytics that process multiple incoming alert feeds, automation playbooks, and cybersecurity analyst knowledge.

Priority	Definition	Service Coverage
Critical	Security incidents that have caused, or are suspected to have caused significant damage to the functionality of the Customer's ASTRO 25 system or information stored within it. Efforts to recover from the incident may be significant. Examples: • Malware that is not quarantined by anti-virus. • Evidence that a monitored component has communicated with suspected malicious actors.	Response provided 24 hours, 7 days a week, including United States (U.S.) public holidays.

Priority	Definition	Service Coverage
High	Security incidents that have localized impact and may become more serious if not quickly addressed. Effort to recover from the incident may be moderate to significant. Examples: • Malware that is quarantined by antivirus. • Multiple behaviors observed in the system that are consistent with known attacker techniques.	Response provided 24 hours, 7 days a week, including U.S. public holidays.
Medium	Security incidents that potentially indicate an attacker is performing reconnaissance or initial attempts at accessing the system. Effort to recover from the incident may be low to moderate. Examples include: • Suspected unauthorized attempts to log into user accounts. • Suspected unauthorized changes to system configurations, such as firewalls or user accounts. • Observed failures of security components. • Informational events. • User account creation or deletion. • Privilege change for existing accounts.	Response provided on standard business days, Monday through Friday 8 a.m. to 5 p.m. CST/CDT, excluding U.S. public holidays.
Low	These are typically service requests from the Customer.	Response provided on standard business days, Monday through Friday 8 a.m. to 5 p.m. CST/CDT, excluding U.S. public holidays.

Response Time Goals

Priority	Response Time
Critical	An SOC Cybersecurity Analyst will make contact with the customer technical representative within one (1) hour of the request for support being logged in the issue management system or the creation of an alert suggesting a cybersecurity incident that requires action. Continual effort will be maintained to identify the extent of the incident and provide actions for containment.
High	An SOC Cybersecurity Analyst will make contact with the customer technical representative within four (4) hours of the request for support being logged at the issue management system or the creation of an alert suggesting a cybersecurity incident that requires action. Continual effort will be maintained to identify the extent of the incident and provide actions for containment.
Medium	An SOC Cybersecurity Support Engineer will make contact with the customer technical representative within the next business day of the request for support being logged at the issue management system or the creation of an alert suggesting a cybersecurity incident that requires action.
Low	An SOC Cybersecurity Support Engineer will make contact with the Customer technical representative within seven business days of the logged request for support at the issue management system.

ActiveEye Platform Availability

The platform utilizes a multi-zone architecture which can recover from failures in different data collection, enhancement, analysis, and visualization tiers. Motorola will make commercially reasonable efforts to provide monthly availability of 99.9% for the ActiveEye Platform services. Service availability is subject to limited scheduled downtime for servicing and upgrades, as well as unscheduled and unanticipated downtime resulting from circumstances or events outside of Motorola's reasonable control, such as disruptions of, or damage, to the Customer's or a third-party's information or communications systems or equipment, telecommunication circuit availability/performance between Customer sites, any on-premises core and/or between on-premises equipment and the ActiveEye Platform.

ActiveEye Remote Security Sensor (AERSS)

One or more AERSS may be deployed as part of the MDR solution. The AERSS is configured with multiple local redundancy features such as hot-swap hard disk drives in a redundant drive array configuration and dual redundant power supplies.

The AERSS and all components of ActiveEye are monitored by a dedicated Site Reliability Engineering team. In cases of hardware failure of the AERSS, Motorola will provide, subject to active service subscriptions in the Customer contract, onsite services to repair the AERSS and restore service. AERSS operation and outage troubleshooting requires network connection to the ActiveEye Platform which may be impacted by customer configuration changes, telecommunications connectivity, and/or customer network issues/outages.

Section 4

Solution Description - Professional Services

Motorola Solutions, Inc. (Motorola) is pleased to present the proposed cybersecurity services for the City of Garland (hereinafter referred to as "Customer").

The following cybersecurity services are included in our proposal:

- **Risk Assessment**
  - Risk Assessment Standard
    - Cybersecurity Risk Assessment
    - Firewall Review
    - Physical Security Assessment
- **Incident Management and Response Preparedness Services**
  - Incident Response Plan Review and Development

Site Information

The following site information is included in the scope of our proposal:

Table 4-1: Customer Site Information

Quantity	Site / Location	Network Environment	Service Type
1	Organization Level	ASTRO	**Risk Assessment Standard** • Cybersecurity Risk Assessment • Firewall Review • Physical Security Assessment **Incident Management and Response Preparedness Services** • Incident Response Plan Review and Development

Backhaul environments are not included in the scope of our proposal.

Table 4-2: Services by Yea

Year	Service	Description
1	Risk Assessment Standard	• Cybersecurity Risk Assessment • Firewall Review • Physical Security Assessment
1	Incident Management and Response Preparedness Services	• Incident Response Plan Review and Development

Service Description

Risk Assessment

Cybersecurity Risk Assessment

The Cybersecurity Risk Assessment is a professional service to evaluate an existing information security program against best practices, as well as common frameworks. The Cybersecurity Risk Assessment will support the investigation of already established policies, standards, procedures, practices and technologies implemented by the Customer and align these practices with the chosen framework. The outcome of the assessment will allow Motorola to provide the Customer with an understanding of its state of compliance, provide insight into gaps that have been identified in the security program with respect to cyber best practices and benchmarks and provide remediation recommendations for the organization to improve upon.

Objectives

Customer is seeking assistance to evaluate if their security program meets prudent security guidelines, and is in compliance with common cyber requirements. This security review will provide Customer with visibility into how your existing IT Security standards stand up against best practices to:

- Identify cyber threats and programmatic gaps
- Determine areas of mis-alignment with common cyber frameworks such as CJIS, NIST CSF, NIS2, or ISO 27001:2022
- Define and prioritize the risk associated with the gaps
- Offer a roadmap on how to remediate the gaps

Firewall Review

Review firewall configuration files in order to determine whether there are any misconfigurations or security weaknesses that would allow traffic from external sources to bypass security restrictions and enter the network, as well as whether traffic is allowed to leave the network undetected.

Checks performed include authentication services and settings, time synchronization, message logging, network interfaces, etc.

Physical Security Assessment

Locating gaps in facility security and determining what risks are associated with them requires specialized training that can be expensive to maintain on staff. Motorola can provide an evaluation by a facility security expert, giving the benefit of expert assessment without the costs of recruiting and retaining personnel. Motorola's expert assesses the efficacy of security controls and procedures, and provides a report outlining potential security risks and ways to mitigate them.

Incident Management and Response Preparedness Services

The reality of security incidents, breaches and data loss have become all too familiar to a growing number of organizations across all industries. Information security incident management programs are required to help institutions respond to information security incidents that compromise the confidentiality, availability and integrity of an institution's information technology resources and data. In most cases, failure to plan for handling information security incidents can jeopardize the organization's ability to effectively detect, contain and respond to costly and time-consuming cybersecurity events.

To help our customers prepare and plan for cybersecurity events, Motorola delivers Incident Management and Response Preparedness services. These services deliver support with incident handling development and testing. They are designed to help document and exercise the processes needed to reduce the impact resulting from cybersecurity events and intrusions within the customer's environment.

Incident Response Plan Review and Development

An Incident Response (IR) Plan is a set of written instructions for detecting, responding to and limiting the effects of an information security breach/event. The Incident Response Plan Review and Development effort will support the Customer in defining, developing, implementing and testing the procedures required when a security event occurs based on the most common and recent threats in the Customer's industry. By identifying the various stakeholders and documenting their roles throughout an Incident Management and Response process, the Customer will be able to Prepare, Detect, Analyze, Contain, Eradicate, Recover and move forward with Post-Incident Activity, which is necessary before and after a security incident.

Section 5

Statement of Work - Professional Services

In accordance with the terms and conditions of the Agreement, this Statement of Work (SOW), including all of its subsections and attachments, defines the principal activities and responsibilities of all parties for the delivery of Motorola Solutions, Inc. (Motorola) Cybersecurity services as presented in this proposal to the City of Garland (Customer).

Risk Assessment

The following Risk Assessment services are described in the subsections below.

- Cybersecurity Risk Assessment
  - Security Program Review
- Vulnerability Scan
- Firewall Review
- Physical Security Assessment

Cybersecurity Risk Assessment

The project consists of the following tasks:

- Introduction Call, Planning and Setup
- Assessment Initiation: Discovery, Key Risks, Control and Program Assessment
- Draft Security Program Risk Assessment Report
- Draft Report Review and Final Report Delivery

Step One: Introduction Call, Planning and Setup

Motorola will collaborate with the Customer's Primary Point of Contact (POC) to define the timing, confirm scope and speak through any related details related to interview scheduling with key stakeholders, relevant security program documents, coordination of project status meeting and milestone schedule, travel and/or escalation protocol required for the kick-off of the project. . During the introduction call, our cybersecurity expert will confirm which framework or standard you are seeking to align with such as:

- NIST SP 800-171r2
- NIST Cybersecurity Framework
- ISO 27001

- NIS2 Directive
- CJIS

Assessment Initiation: Discovery, Key Risks, Control Assessment

Once Motorola completes the Introduction Call, Planning and Setup phase and upon the arrival of the agreed upon assessment date(s), Motorola will conduct the Cybersecurity Risk Assessment based on the following methodology and tasks:

Step Two: Discovery

Motorola will conduct a series of remote and/or onsite interviews to understand the elements by which the Customer's cybersecurity efforts will be measured against, along with identifying the Customer's in-scope framework categories and subcategories. Through the interviews with key Customer staff, Motorola will determine the Customer's cybersecurity compliance as they relate to safeguarding or disseminating data and maintaining the availability of systems against the best practices and industry leading frameworks. Motorola will evaluate compliance with the following security disciplines:

- Asset Management
- Governance
- Remote Access
- Risk Management
- Supply Chain Management
- Identity Management and Access Control
- Awareness and Training
- Data Security and Encryption
- Maintenance
- Protective Technology
- Detection and Security Monitoring
- Incident Response, Analysis and Recovery
- Remote Access
- Business Continuity and Disaster Recovery

Key Risks

NIST's Special Publication 800 Series provides guidance for supervision and administration of an enterprise Information Security Management System. Motorola methodology includes a systematic orientation to the threat environment facing Customer's industry as well as Customer's specific business and operating environment. Motorola will determine key risk areas based on vulnerabilities, likely threats, potential impacts as identified through document reviews, interviews and industry best practices.

Control Assessment

Upon identifying the key risks for the Customer with respect to compliance and best practices, Motorola will perform a control analysis to determine the current profile of cybersecurity maturity with NIST, ISO and other industry framework requirements and create a list of Information Security

Management System program and policy gaps. Motorola will then determine the target profile based on the desired level of risk mitigation and risk appetite and outline the needed investments and rebalancing efforts to meet the target profile required to satisfy compliance with regulatory requirements and cyber industry leading practices.

Step Three: Draft Security Program Risk Assessment Report

Motorola will document the results of the Risk Assessment findings, gaps and recommendations in a written Portable Document Format (PDF) formatted report and make reasonable efforts to prioritize issues via the most pressing threats, risk areas and gaps.

Upon the completion of the Draft Report, Motorola will perform the following tasks with the Customer:

- Provide the Customer with the Draft Report for their review and analysis. During this time, Motorola will also coordinate a Draft Report Review session with the relevant stakeholders over the phone and/or internet conferencing methods.
- Review the report and findings with the Customer and discuss recommendations for mitigating the relevant risks with the Customer
- Upon completion of the Draft Report Review, Motorola will make final modifications to the report that are brought up by the Customer and deliver the Final Report back to the Customer POC to complete the project.

Scope of Activity

Motorola understands the scope of this engagement to be:

Table 5-1: Cybersecurity Risk Assessment

Activity or Focus	Description
Cybersecurity Risk Assessment	Up to fifteen (15) interviews of Customer staff knowledgeable in information security, technology management. All Information protection and security documentation such as: • Policies, Procedures, Guidelines, Baselines and / or Standards • Previous audits, assessments and / or regulatory reviews Environment(s) in scope: See **Table 4-1** for site listing.

Firewall Review

Motorola will review the Customer's firewall configuration files, up to three (3), to provide the following services:

- Determine whether there are any misconfigurations or security weaknesses that would allow traffic from external sources to bypass security restrictions and enter the network, as well as whether traffic is allowed to leave the network undetected.
- Perform industry best practice validations such as authentication services and settings, time synchronization, message logging, network interfaces, etc.

- Provide a report that includes an analysis of the findings, best practice comparison and recommendations, as well as recommendations of configuration changes for any weaknesses or misconfigurations.

The configuration file can be reviewed offline so no disruption to normal network activities would occur.

Physical Security Assessment

The assessment will evaluate Customer's physical safeguards. Motorola's expert will travel to Customer's location to assess the efficacy of security controls and procedures.

Requirements and Objectives

The following scope is included within this service offering:

- Physical Security:
  - Site Security Architecture Assessment
  - Perimeter Access Controls Assessment
- Sensitive Information Handling:
  - Internal sensitive information handling assessment

Service Deliverables

The following service deliverables will be provided by Motorola:

Table 3-2: Service Deliverables

Deliverable	Description
Electronic Reports	After the assessment is complete, Motorola will provide Customer with a formal report that contains: **Executive Summary:** This is a concise summary of the findings and associated recommendations targeted to a non-technical, executive audience. The executive summary shall include a maturity rating showing the current level of maturity alongside the target or desired level of cybersecurity maturity. **Technical Summary:** • Identify several strong security practices currently in place supporting Customer's security program. • Provide areas for improvement based on determined security risks currently facing Customer and its information security program with respect to the cyber requirements and best practices. • Identify potential gaps between the in-scope Customer's operating environment and the cybersecurity requirements. • Provide a control rating using the scoring methodology based on observations generated in interviews, and policies and documentation received and reviewed. • Provide additional recommendations, roadmaps, and remediation guidance for each control in the chosen framework categories and subcategories which will assist Customer management in reaching compliance.

Deliverable	Description
Electronic Documents	After the assessment is complete, Motorola will provide the customer with the following tools to continue managing customer risk over the next 1-5 years: **System Security Plan (SSP):** A simple SSP shall be provided that outlines the assessed controls. The SSP can be maintained by the customer to show progress in **Risk Register:** A risk register outlining the discovered risks during the assessment shall be provided. The risk register can be maintained by the customer over time to show risk reduction.
Draft Review Conference Call or Presentation	A formal conference call debriefing based on the draft report before marking the report as final. Customer participants will be able to have interim question-and-answer conversations with the testers regarding their findings as well.

Incident Management and Response Preparedness Services

Incident Response Plan Review and Development

Methodology

Motorola will use industry best practices to help develop and enhance the Customer's Incident Response Plan. The Incident Response Plan will support the customer with the following phases of a cybersecurity incident as outlined by NIST 800-61r2.

Preparation

The Preparation phase documents, outlines and explains Customer's Incident Response team's roles and responsibilities, including establishing the underlying security policy which will guide the development of the Customer's Incident Response Plan.

Detection and Analysis

The Detection and Analysis phase of the Incident Response Plan involves monitoring, detecting, alerting and reporting on security events. This includes identifying known, unknown and suspect threats—those that appear malicious in nature, but not enough data is available at the time of discovery to decide either way. Criteria will also be established for the categorization of incidents as well as an escalation matrix for incidents to be reported.

Containment, Eradication and Recovery

The Containment, Eradication and Recovery phase is used to help with triaging, containing and neutralizing the security threats by isolating, shutting down or otherwise "disconnecting" infected systems from your network to prevent the spread of the cyberattack.

Additionally, incident response operations will include eliminating the threats that led to the security incident and bring affected production systems back online carefully, to prevent additional attacks.

Lessons Learned

The purpose of the Lessons Learned phase is to complete documentation that could not be prepared during the response process and investigate the incident further to identify its full scope, how it was contained and eradicated, what was done to recover the attacked systems, areas where the response team was effective and areas that require improvement.

Scope of Activity

Motorola understands the scope of this engagement to be:

- Determine the current state of the existing Customer Incident Response plans and procedures and review internal Customer objectives for the plan with the Customer's Incident Response lead.
- Assist the Customer's Incident Response lead in developing and coordinating across Customer's business units (Cyber) Security Incident Severity Classification guidance to address Customer business operations and response priorities.
- Develop a workflow that establishes key steps and considerations for a response along with highlighting key decision points for escalation and response team expansion.
- Compile or update appropriate written response procedures for addressing a range of cyber incidents or attacks to include initial actions upon detection, notification of key staff, external reporting, escalation procedures, handling public messaging, legal and regulatory considerations and identification of internal and external expertise to leverage during an incident response. Motorola will document the resulting plan in a form approved by Customer's Incident Response lead to include both restricted prescriptive form (i.e., limited distribution and used during an incident) and unrestricted informational form (i.e., identifies response framework and guidance for use with auditors and other non-operational uses).
- Determine and coordinate linkages to other Incident Response-related plans and procedures, such as corporate communications plan(s) and higher-level business continuity plans and procedures.
- Develop a glossary of industry-standard or best-practice Incident Response terms for use in instructing and educating the Customer staff.
- Instruct and educate the Customer Incident Response lead on best practices for incident response to build confidence in and advocacy for the resulting Incident Response plan.
- Assist the Customer Incident Response lead in gaining approval for the final Incident Response plan with appropriate Customer business units and security leadership.
- Instruct and educate the Customer security team and appropriate business units on the final approved Incident Response plan. Motorola proposes to do this via an on-site training event or webinar, or a combination of the two activities.

Service Deliverables

Motorola will work with the Customer to prepare an Incident Response Plan. The document will include the following details:

Electronic Documents

- Customer Incident Response Plan
  - Preparation
  - Detection and Analysis
  - Containment, Eradication and Recovery
  - Post-Incident Activity
- The Incident Response Plan may document the following items:
  - Purpose of the Plan
  - Scope and Exceptions
  - Inputs and Starting Events
  - Outputs and Completion of Events (Evidence)
  - Procedures
  - Authorities
  - Definitions
  - Links to Related Policies
  - Links to Related Procedures
  - Relevant Regulations
  - Enforcement
  - Revision and Review History
  - IT and Data Security Incident Severity Classification
  - Security Incident Response Team Roster and Contact Information
  - Additional External Contacts (Law Enforcement, Key Security Vendors, Stakeholders)
- Prioritized Incident Response Recommendations for any IR actions that are not currently planned, accounted for and/or addressed by Customer

Draft Review Conference Call or Presentation

- A formal conference call debriefing based on the draft plan before marking the plan "final."
- Customer will be able to have interim question-and-answer conversations with Motorola regarding the Incident Response Plan.

Coordination and Assumptions

Coordination and Engagement Planning Call

Motorola recognizes the value and necessity of effective communication and ongoing collaboration with our customers throughout the life of an engagement. To ensure engagements get started off on the right track, Motorola has found it beneficial to begin with a structured engagement planning

meeting, typically by conference call. During the planning call, Motorola will facilitate a discussion of the following topics along with other engagement-specific items:

- Introduce key engagement participants.
- Establish communication protocols.
- Review scope of services and expected timelines for the delivery of services.
- Review communication, notification and issue-escalation expectations and procedures.
- Determine the frequency of method of project status meetings (i.e., in-person, conference call, online meeting, etc.).
- Discuss other Customer requests and rules of engagement.
- Discuss the involvement of the Customer's staff in the project for knowledge transfer and security.
- Review the deliverables required at completion of the project, the designated recipient and the manner in which Motorola will forward those deliverables.

Roles, Responsibilities and Assumptions

Motorola used the following assumptions during development of this SOW. Any changes to these assumptions may affect the price and schedule commitments.

- Customer will assign a knowledgeable single point of contact for all issues that require escalation/resolution.
- Customer will provide Motorola access to the Customer's place of business, technical information and facilities necessary to execute this engagement.
- Customer will ensure that appropriate personnel are available to meet with Motorola, as necessary, and provide timely response to all requests for information, revisions and resources.
- The Motorola professional working day is eight and a half hours, including reasonable time for meals. Motorola understands that occasions arise during engagements that require a longer or shorter working day. Motorola will perform the work between 8:30 a.m. and 5:00 p.m. (Customer's local time). After-hours and weekend must be explicitly identified in the Statement of Work or be otherwise specifically agreed to in writing by the parties. Motorola will request approval from Customer for any dates and times in which work will be performed.
- Motorola will always attempt to be flexible to meet Customer needs. However, we will not extend engagements to our detriment when delays result from the Customer's inability to reasonably meet stated prerequisites agreed to prior to an engagement, nor when delays result from Customer personnel not being reasonably available to provide required support.

Estimated Project Timeline

Milestones and Deliverables	Proposed Timeline
Risk Assessment • Cybersecurity Risk Assessment • Firewall Review • Physical Security Assessment	Begin based on Customer authorization.
Phase 1 – Information Exchange Motorola and Customer will set specific assessment and deliverable dates, review information on infrastructure required for assessment, and exchange contact information.	Week One
Phase 2 – Active Assessment Active assessment will take place based on agreed to schedule.	Weeks Two, Three
Phase 3 – Report Writing and QA Draft reports written and QA of reports performed prior to delivery to Customer.	Weeks Four, Five
Phase 4 – Draft Reports Delivered Draft report delivered to Customer. Reviewed by Customer prior to Draft Report review call.	Week Six, Seven
Phase 5 – Draft Report Review and Final Report Delivered Motorola and Customer discuss findings, recommendations and review reports. Motorola will make any required adjustments to the draft report and return to Customer as a final report.	Week Eight

Milestones and Deliverables	Proposed Timeline
Incident Management and Response • Incident Response Plan Review and Development	Begin based on Customer authorization
Phase 1 – Information Gathering Motorola and Customer will determine Customer expectations and Incident Response scope by Identifying risks, regulatory, contractual, industry and other requirements. Motorola will assess Customer's current state of incident response, including security policies, procedures and practices. Motorola will interview key stakeholders during the information gathering phase.	Week One
Phase 2 – Develop Incident Response Plan Motorola will document response procedures for addressing a range of cyber incidents or attacks.	Weeks Two, Three
Phase 3 – Exercise Execution During the exercise Motorola will facilitate and control two to three Incident Response scenarios.	Weeks Four, Five
Phase 4 – Draft and Final Review Motorola will provide a draft plan to client for review. Upon approval of draft, Motorola will provide final copy of Incident Response Plan.	Week Six

Responsibilities

Motorola Responsibilities

- **Project Lead.** Motorola will assign a project lead to oversee the engagement, interface with Customer's project management team and provide project status as needed during the assessment.
- **Experienced and Senior Security Professional.** Motorola will provide one Cybersecurity subject matter expert who will:
  - Conduct a kick-off meeting with Customer to identify the scope of the assessment.
  - Conduct the elements of the in-scope activities with the assistance of Customer's technical point of contact.
  - Conduct an off-site analysis of the data collected and generate the final report.
  - Motorola will provide one (1) PDF electronic copy of the presentation to the Customer.
- **Recommended Assessment Sites/Locations.** All site locations must be within a 70-mile radius or additional charges will be assessed. Motorola resources will perform a physical inspection and technical evaluation on the number of sites listed in Table 4-1: Customer Site Information.
  - Motorola may perform inspections and technical evaluations of additional sites if they can be completed within the time allotted for the in-scope site visit.
- **Deliverables.** Motorola will provide the following deliverables as an output of the in-scope activity:
  - **Cybersecurity assessment report and accompanying presentation**. The report and any accompanying presentations outlines the findings of the cybersecurity assessment and provides an overview of the cybersecurity risk posture.
  - **Single Report** – Motorola will provide one (1) comprehensive cybersecurity risk assessment report for assessments included in the statement of work for this proposal. Deviations can be accommodated if mutually agreed upon by the customer and Motorola Solutions.

Customer Responsibilities

- **Confirmation of Scope.** Customer will receive and must acknowledge in writing the Cybersecurity Professional Service Statement of Work provided by Motorola prior to initiating the service.
- **Kickoff Support**. Customer will participate in the kickoff meeting, which identifies the scope of the assessment.
- **Contacts.** Customer will appoint at least one (1) primary contact, including a project manager, and one (1) technical point of contact who are trained and knowledgeable of the project objectives to assist Motorola's project lead and Motorola's security engineer and answer any technical or business process questions. Customer's partners, consultants or any third parties involved in the project shall likewise provide access to their resources, and shall not restrict access by Motorola to Customer resources.
- **Reasonable Access to Resources.** Customer will provide reasonable access to necessary resources as requested by the project manager, including access to the applicable facilities, network equipment and systems. Where access directly by the Motorola security engineer is not

permissible, Customer must provide the necessary technical expertise to acquire the necessary data or information for Motorola.

- **Reasonable Access to Information.** Customer will provide Motorola with reasonable access to any information necessary to facilitate the project. Such requests may include site plans, facility layout, network topography or other documentation. Where access directly by the Motorola engineer is not permissible, customer must provide the necessary technical expertise to acquire the necessary data or information for Motorola.
- **Site Conditions.** Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and Occupational Safety and Health Administration (OSHA) standards (or relevant national governance body equivalent).
- **Customer Review.** Customer will review project documentation as it is received to provide feedback for appropriate and timely discussions and changes.
- **On-Site Services.** Customer and Motorola will agree on the dates and times associated with Motorola's on-site activities. Customer will provide the necessary access and resources, as described above, throughout those periods.
- **Access to Workspace, Telephone and Internet.** Customer will provide access to workspace, telephone and Internet connectivity to Motorola during the project. This access will be used solely for purposes of project execution.
- **Physical Access on-Site.** Customer will provide any escort, badges, security personnel, labor resources or other necessary assistance to enable Motorola's access to required work areas on site. Customer is responsible for all costs associated with availability and use of these resources.
- **Third-Party Equipment, Software and Services.** Unless specifically provided by Motorola's service delivery team described herein, Customer is responsible for all third-party services, equipment and software associated with this service.
- **Project Changes.** Customer will communicate schedule changes for tasks or phase events to the Motorola project lead. Customer understands such changes may lead to additional costs for which Customer will be responsible.

Section 6

Limitations and Exclusions

This section applies to all cybersecurity services contained in the Statement of Work. Managed Detection and Response does NOT include services to perform physical containment and/or remediation of confirmed security incidents, remote or onsite. The Customer may choose to purchase additional Incident Response professional services to assist in the creation of and/or execution of a Customer's Incident Response Plan.

Motorola's scope of services does not include responsibilities relating to recovery of data available through the products or services, or remediation or responsibilities relating to the loss of data, ransomware, or hacking.

Service Limitations

Cybersecurity services are inherently limited and will not guarantee that the Customer's system will be error-free or immune to security breaches as a result of any or all of the services described in this SOW. Motorola does not warrant or guarantee that this service will identify all cybersecurity incidents that occur in the Customer's system. Services and deliverables are limited by, among other things, the evolving and often malicious nature of cyber threats, conduct/attacks, as well as the complexity/disparity and evolving nature of Customer computer system environments, including supply chains, integrated software, services, and devices. To the extent we do offer recommendations in connection with the services, unless otherwise stated in the Statement of Work, our recommendations are necessarily subjective, may or may not be correct, and may be based on our assumptions relating to the relative risks, priorities, costs and benefits that we assume apply to you.

Processing of Customer Data in the United States and/or Other Locations

Customer understands and agrees that data obtained, accessed, or utilized in the performance of the services may be transmitted to, accessed, monitored, and/or otherwise processed by Motorola in the U.S. and/or other Motorola operations globally. Customer consents to and authorizes all such processing and agrees to provide, obtain, or post any necessary approvals, consents, or notices that may be necessary to comply with applicable law.

Customer and Third-Party Information

Customer understands and agrees that Motorola may obtain, use and/or create and use, anonymized, aggregated and/or generalized Customer Data, such as data relating to actual and potential security threats and vulnerabilities, for its lawful business purposes, including improving its services and sharing and leveraging such information for the benefit of Customer, other customers, and other interested parties. For avoidance of doubt, so long as not specifically identifying the Customer,

Customer Data shall not include, and Motorola shall be free to use, share and leverage security threat intelligence and mitigation data generally, including without limitation, third party threat vectors and IP addresses (i.e., so long as not defined as personal information under applicable law), file hash information, domain names, malware signatures and information, information obtained from third party sources, indicators of compromise, and tactics, techniques, and procedures used, learned or developed in the course of providing Services, which data shall be deemed Service Use Data (i.e., Motorola data).

Third-Party Software and Service Providers, Including Resale

Motorola may use, engage, license, resell, interface with or otherwise utilize the products or services of third-party processors or sub-processors and other third-party software, hardware, or services providers (such as, for example, third-party endpoint detection and response providers). Such processors and sub-processors may engage additional sub-processors to process personal data and other Customer Data. Customer understands and agrees that the use of such third-party products and services, including as it relates to any processing or sub-processing of data, is subject to each respective third-party's own terms, licenses, End User License Agreements (EULA), privacy statements, data processing agreements and/or other applicable terms.

Motorola disclaims any and all responsibility for any and all loss or costs of any kind associated with security events. Motorola disclaims any responsibility for customer use or implementation of any recommendations provided in connection with the services. Implementation of recommendations does not ensure or guarantee the security of the systems and operations evaluated.

Section 7

Proposal Pricing

Pricing Summary

Motorola pricing is based on the services and solutions presented. The addition or deletion of any component(s) may subject the total solution price to modifications. **Pricing is valid until July 31, 2026 and is contingent upon all nine GMRS partner cities signing their individual Notice to Proceed (NTP) documents. Service deployment will not commence until executed NTPs have been received from all nine GMRS partner cities.**

ASTRO MDR Base Pricing: Years 1 - 3

Years	Core Only	Garland	Mesquite	Rowlett	Sachse	Seagoville	Highland Park	Univ Park	Forney	Terrell	Totals
Y1 Firm - Base	$100,155.90	$48,870.82	$46,268.13	$28,892.83	$6,908.28	$5,565.31	$21,908.45	$24,077.36	$19,670.18	$5,565.31	**$307,882.57**
After Discount	$82,628.62	$40,318.43	$38,171.21	$23,836.58	$5,699.33	$4,591.38	$18,074.47	$19,863.82	$16,227.90	$4,591.38	**$254,003.12**
Y2 Firm - Base	$104,162.13	$50,825.65	$48,118.85	$30,048.55	$7,184.61	$5,787.92	$22,784.79	$25,040.46	$20,456.98	$5,787.92	**$320,197.86**
After Discount	$85,933.76	$41,931.16	$39,698.05	$24,790.05	$5,927.30	$4,775.03	$18,797.45	$20,658.38	$16,877.01	$4,775.03	**$264,163.23**
Y3 Firm - Base	$108,328.62	$52,858.68	$50,043.61	$31,250.49	$7,471.99	$6,019.44	$23,696.18	$26,042.08	$21,275.26	$6,019.44	**$333,005.79**
After Discount	$89,371.11	$43,608.41	$41,285.98	$25,781.65	$6,164.39	$4,966.04	$19,549.35	$21,484.72	$17,552.09	$4,966.04	**$274,729.78**
ASTRO MDR Totals	**$312,646.65**	**$152,555.15**	**$144,430.59**	**$90,191.87**	**$21,564.88**	**$17,372.67**	**$68,389.42**	**$75,159.90**	**$61,402.42**	**$17,372.67**	**$961,086.22**
ASTRO MDR Totals After Discount	**$257,933.49**	**$125,858.00**	**$119,155.24**	**$74,408.28**	**$17,791.02**	**$14,332.45**	**$56,421.27**	**$62,006.92**	**$50,657.00**	**$14,332.45**	**$792,896.13**

ASTRO MDR Renewal Pricing: Years 4 - 7

Years	Core Only	Garland	Mesquite	Rowlett	Sachse	Seagoville	Highland Park	Univ Park	Forney	Terrell	Totals
Y4 - Renewal	$70,939.88	$47,483.03	$45,972.38	$27,844.57	$4,531.95	$3,021.30	$21,944.93	$23,203.81	$19,427.18	$3,021.30	**$267,390.33**
After Discount	$58,525.40	$39,173.50	$37,927.21	$22,971.77	$3,738.86	$2,492.57	$18,104.57	$19,143.14	$16,027.42	$2,492.57	**$220,597.02**
Y5 - Renewal	$73,780.09	$49,384.10	$47,812.97	$28,959.37	$4,713.40	$3,142.27	$22,823.53	$24,132.81	$20,204.98	$3,142.27	**$278,095.79**
After Discount	$60,868.57	$40,741.88	$39,445.70	$23,891.48	$3,888.56	$2,592.37	$18,829.41	$19,909.57	$16,669.11	$2,592.37	**$229,429.03**
Y6 - Renewal	$76,731.54	$51,359.64	$49,725.65	$30,117.85	$4,901.95	$3,267.97	$23,736.55	$25,098.21	$21,013.25	$3,267.97	**$289,220.58**
After Discount	$63,303.52	$42,371.70	$41,023.66	$24,847.23	$4,044.11	$2,696.08	$19,582.65	$20,706.02	$17,335.93	$2,696.08	**$238,606.98**
Y7 - Renewal	$79,802.82	$53,415.37	$51,715.99	$31,323.35	$5,098.16	$3,398.77	$24,686.64	$26,102.80	$21,854.33	$3,398.77	**$300,797.00**
After Discount	$65,837.33	$44,067.68	$42,665.69	$25,841.76	$4,205.98	$2,803.99	$20,366.48	$21,534.81	$18,029.82	$2,803.99	**$248,157.53**
ASTRO MDR Totals	**$301,254.33**	**$201,642.14**	**$195,226.99**	**$118,245.14**	**$19,245.46**	**$12,830.31**	**$93,191.65**	**$98,537.63**	**$82,499.74**	**$12,830.31**	**$1,135,503.70**
ASTRO MDR Totals After Discount	**$248,534.82**	**$166,354.76**	**$161,062.26**	**$97,552.24**	**$15,877.51**	**$10,585.01**	**$76,883.11**	**$81,293.54**	**$68,062.28**	**$10,585.01**	**$936,790.56**

Professional Services Pricing: Year 1

Description	Price
Incident Response Plan Review and Development	$20,160.00
Risk Assessment Standard	$30,080.00
Professional Services Discount	-$50,240.00
Professional Services Total After Discount	**$0.00**

NOTE: Travel and expenses are included.

The Total Contract Value for ASTRO MDR and Professional Services is: $2,146,829.92.

The Total Contract Value for ASTRO MDR and Professional Services AFTER Discount is: $1,729,686.69.

Due to significant market and tariff volatility, as well as fluctuations in the cost of energy and raw materials including, but not limited to, steel, copper, finished wood, and concrete, Motorola Solutions reserves the right to equitably adjust the contract price, completion schedule, and/or contract requirements. Additionally, Motorola Solutions reserves the right to apply a fuel surcharge to quoted freight rates based on the prevailing diesel cost at the time of shipment.

Payment Schedule & Terms

Period of Performance

The initial MDR subscription period of the contract will extend seven (7) years from the Commencement Date of Service on October 1, 2026.

Professional Services will begin approximately three (3) months after contract execution and are contingent upon completion of any related equipment/installation configuration. The project will follow the general schedule shown in the **Estimated Project Timeline** section. The period of performance shall be completed 12 months after kick-off, or may be extended if agreed to in writing by both parties.

Term

The Term of the contract begins on the Commencement Date of Service and remains in effect until the expiration of the initial period so specified.

Billing

Upon acceptance of this proposal by the Customer, Motorola will invoice the Customer annually in advance of each year beginning October 1, 2026, according to the Pricing table above.

Thereafter, Motorola will invoice the Customer annually, in advance for (a) the Services to be performed (as applicable); and (b) any other charges incurred as agreed upon between the parties during the term of the subscription.

Customer will make payments to Motorola within thirty (30) days after receipt of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a United States financial institution.

INFLATION ADJUSTMENT. For multi-year agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

Tax

Unless otherwise noted, this proposal excludes sales tax or other applicable taxes (such as Goods and Services Tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.

Notice to Proceed

This proposal is contingent upon all nine GMRS partner cities signing their individual Notice to Proceed (NTP) documents which will reference this proposal. The NTP documents will serve as authorization for Motorola Solutions to place an order and invoice for the cybersecurity equipment and services as referenced herein for the purchase price listed above, subject to the terms and conditions of the Texas Department of Information Resource Agreement (DIR-CPO-5433).

Title and Risk of Loss to Equipment shall pass to Customer upon shipment from Motorola. Unless otherwise agreed by the parties in writing, shipment will be made in a manner determined by Motorola. The NTP will take precedence with respect to conflicting or ambiguous terms.

Customer affirms that execution of this Agreement and NTP documents from all GMRS partner cities is the only Notice to Proceed that Motorola will receive for the term of this Agreement. Customer will not issue a purchase order or other funding documentation in order to pay Motorola per this Agreement. Customer affirms funding has been encumbered for this order in accordance with applicable law and will pay all proper invoices as received from Motorola solely against this Agreement.

Notwithstanding any term or requirement in this section or proposal to the contrary, subject to the receipt of fully executed Notice to Proceed (NTP) documents from all nine GMRS partner cities as required by the Proposal, Motorola agrees to grant the Customer a limited, revocable, non-exclusive license to begin Phase 1 (Service Onboarding) through Phase 3 (System Buildout and Deployment) as detailed in the Statement of Work, prior to October 1, 2026, or the go-live service start date, if later. This early access is granted solely to facilitate the installation of Endpoint Detection and Response (EDR) agents, log collection buildouts, and the thirty (30) day baseline tuning window.

Customer explicitly acknowledges and agrees that the pre-PO deployment and tuning period constitutes a non-operational phase, specifically that (i) Motorola's Security Operations Center (SOC) is not actively monitoring the Customer's environment, hunting threats, or triaging system alerts during this phase; and (ii) all Service Level Agreements (SLAs), response time goals, and operational warranties detailed in Section 3 of the SOW are suspended and inapplicable until October 1, 2026, or the go-live service start date, if later.

Motorola disclaims any and all liability for security incidents, data breaches, ransomware, undetected threats, or uncontained alerts occurring within the Customer's network prior to October 1, 2026, or the go-live service start date, if later.

Invoicing and Shipping Addresses

Invoices will be sent to Customer at the following address:	
Name:	Christine Wirth, Patrick Stallings - Communicatio
Address:	600 N. Hwy 175 Seagoville, Tx 75159
Phone:	972-287-6834

Email:	cwirth@seagoville.us
Address of Ultimate Destination for Equipment to be Delivered to Customer:	
Name:	Patrick Stallings Communications + Detention Center
Address:	600 N Hwy 175 Seagoville, TX 75159
Equipment Shipped to Customer at the following address:	
Name:	Same as above
Address:	
Phone:	

Section 8

Contractual Documentation

PRODUCTS AND SERVICES AGREEMENT		
This Products and Services Agreement (this "**Agreement**") is entered into between **Motorola Solutions Inc.**, ("**Seller**" or "**Motorola**") and the entity set forth in section I(b) ("**Customer**") as of the date last signed below ("Effective Date"). Seller and Customer will each be referred to herein as a "**Party**" and collectively as the "**Parties**".		
I.	**Seller and Customer Information**	
(a)	Seller	Motorola Solutions, Inc.
(b)	Customer	Name: City of Garland Address: 1490 Highway 66, Garland, TX Contact: Mr. Eric Smith, IT Radio Communications Manager
II.	**Transaction Details**	
(a)	Proposal	Proposal No.: 26-214269 Date: June 17, 2026 Motorola will provide Customer with the products and services set forth in the proposal dated above (the "Proposal"), a copy of which is attached hereto and incorporated herein.
(b)	Pricing	Pricing for products and services being purchased by Customer is set forth in the Proposal.
(c)	Terms and Conditions	The Parties acknowledge and agree that the terms of the Texas Department of Information Resources Agreement DIR-CPO-5433 (the "Contract"), including all applicable addenda, are incorporated herein and shall apply to the products and services provided to Customer as set forth in the Proposal. A copy of the Contract is available upon request.
III.	**Entire Agreement**	
This Agreement, including the Proposal and any terms and conditions referenced herein, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document, and the terms of this Agreement will take precedence.		

DIR Disclaimers

This proposal is subject to the Texas DIR-CPO-5433 contract and the DIR disclaimers attached.

- **Data Location**
  Disclaimer: Data for the State of Texas Customer may be exported by Provider if (1) access is needed for internal business purposes such as processing orders or invoices to Poland, or (2) access to Customer Data is necessary to enable third tier development support personnel located outside of the United States to perform fixes or other remedial services associated with the products and services purchased hereunder.

- **Product Accessibility**
  Disclaimer: Motorola provides products geared towards law enforcement professionals in their day-to-day operations and as such, our mobile video products are provided to work in and be supported in that environment. This Agreement encompasses a large variety of products, and as such accessibility for mobile video products may vary based on its environment and function, as such the accessibility requirements in this section shall not apply to Mobile Video Products. To the extent that accessibility standards could be applicable and/or commercially feasible for the applicable products and their environment, the DIR agencies may request that Motorola either provide the most recent VPAT assessment (if available) or respond to an accessibility information request within a reasonable timeframe.

- **Limitation of Liability**
  Disclaimer: The liability for damages in any claim or cause of action arising under or related to the Purchase Order contemplated herein shall not exceed two times (2x) the total value of the Purchase Order. Such value includes all the amounts paid and amounts to be paid over the life of the Purchase Order to Motorola by Customer as described in the Purchase Order.

- **License Agreement Term and Termination**
  Disclaimer: Licensee's right to use the Software and Documentation will begin when a signed purchase order is issued and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola. Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

  Disclaimer: Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

MOTOROLA SOLUTIONS

Firm Fixed Price Proposal

City of Garland

ASTRO® 25 Managed Detection and Response & Professional Services

26-214629 / Cybersecurity Services

June 17, 2026

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PS-000214629

Motorola Solutions, Inc.
500 West Monroe Street; Suite 4400
Chicago, IL 60661

June 17, 2026

Mr. Eric Smith
IT Radio Communications Manager
City of Garland
1490 Highway 66
Garland, TX 75040

Subject: ASTRO® 25 Managed Detection and Response & Professional Services

Dear Mr. Smith:

Motorola Solutions, Inc. (Motorola) appreciates the opportunity to provide the City of Garland the enclosed proposal for our fully-integrated and purpose-built ActiveEye Managed Detection and Response (MDR) services for ASTRO. The service will monitor your ASTRO system 24/7, offering early detection and response capabilities to mitigate cyber threats before they lead to downtime or otherwise impact availability. MDR for ASTRO was designed to protect ASTRO systems without jeopardizing the availability of the radio network.

We are confident that Motorola can provide a best-in-class premier offering of MDR and risk mitigation services to the City of Garland. Motorola Solutions' proposal is subject to the terms and conditions of the Texas Department of Information Resources Agreement (DIR-CPO-5433). This proposal includes discounted MDR pricing, and a Risk Assessment and Incident Response Plan Development in Year 1. **This proposal shall remain valid until July 31, 2026** and is contingent upon all nine GMRS partner cities signing their individual Notice to Proceed (NTP) documents which will reference this proposal. Service deployment will not commence until executed NTPs have been received from all nine GMRS partner cities. The NTP documents will serve as authorization for Motorola Solutions to place an order for the cybersecurity equipment and services in this proposal. Motorola will invoice service fees for the full Year 1 amount on October 1, 2026, Net 30 payment upon receipt.

Any questions the City of Garland has regarding this proposal can be directed to Nissan Malko, Cybersecurity Senior Account Manager at Nissan.malko@motorolasolutions.com or 224-998-8988. We thank you for the opportunity to provide this proposal for Cybersecurity Managed Detection and Response services, and we hope to strengthen our relationship by implementing this project.

Sincerely,

Katharine Gard
MSSSI TVP & Director of SaaS Sales
MOTOROLA SOLUTIONS, INC.

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Section 1

Executive Summary

Motorola is pleased to build upon our years of ongoing support to the City of Garland with a response that efficiently meets the needs for your ASTRO® 25 Managed Detection and Response (MDR) solution. We are a national and global leader in the cybersecurity community. We have evolved into a holistic mission critical technology provider, placing Information Technology (IT), as well as cybersecurity, at the forefront of importance to protect our customers against threats to the confidentiality, integrity and availability of their operation.

ASTRO 25 Managed Detection and Response

Motorola's ASTRO 25 MDR provides radio network security element monitoring by experienced, specialized security technologists with extensive experience working with ASTRO 25 mission-critical networks. For highly complex or unusual security events, Motorola's technologists have direct access to Motorola engineers for rapid resolution.

Our solution provides 24/7 Security Operations Center Support. This is a component of our broader proprietary SOC 2 Type 2 certified Managed Security Platform targeted to Public Safety, Critical Infrastructure, and State/Local municipalities.

The ActiveEye Platform

With the ActiveEye platform, Motorola is able to deliver to our customers a co-managed approach to 24/7 security monitoring operations across IT enterprise environments. The benefits of the ActiveEye platform are demonstrated below:

- **Included Public Safety Threat Data Feed** — Threat reports covering potential attack vectors based on dark web research. Summaries of actual attacks against public safety and state/local municipalities.
- **Advanced Threat Detection & Response** — Consolidate SIEM data and direct threat inputs from endpoint security, network sensors, and cloud/SaaS applications. Pre-built custom playbooks to process alerts and reduce/eliminate manual analyst effort.
- **Single Dashboard for Threat Visibility** —Complete visibility into the security of the network. Monitor alerts, perform investigations, track cases, and create reports all from one interface.

Chief Information Security Officer (CISO) Benefits

A main dashboard displays and aggregates all of the important and relevant risk information from across the organization, helping decision makers to make better-informed decisions to balance cybersecurity efforts and operational efficiencies.

The dashboard provides key performance metrics and indicators that can inform an admin at a glance to the activity that is occurring throughout their environment.

Create ad-hoc reports and notifications based on available data and ActiveEye parameters.

Transparency into the service that Motorola is providing. The dashboard will provide the key indicators to the number of events that are handled on a daily, weekly, monthly basis and how those events are handled by the Motorola Security Operations Center (SOC).

Public Safety Threat Alliance

Cyber threats to public safety agencies are increasing in scope, scale, and complexity; however, most agencies lack the cybersecurity capabilities required to mitigate risk and ensure continuity of public safety operations. To address this critical need, Motorola has established a cyber threat information sharing and analysis organization (ISAO) for public safety called The Public Safety Threat Alliance (PSTA). The PSTA is recognized by the U.S. Cybersecurity and Infrastructure Security Association (CISA), and highlights Motorola's commitment to public safety agencies and the communities they serve.

The PSTA will leverage cybersecurity risk information from across Motorola's Cybersecurity Services. This, paired with information from members and trusted partners including CISA, other ISAOs, and nonprofits dedicated to sharing cyber threat intelligence, will help generate actionable intelligence to improve members' cybersecurity posture, defense, and resilience against evolving threats to their public safety missions. In addition to the intelligence alerts and reports provided, other benefits included access to an automated threat feed, with context and tags, that can be fed into your SIEM or MDR solution and Dark Web monitoring that checks for activity, including the sale of credentials or mention of your organization's name. There is no cost for membership to the PSTA.

If purchasing ActiveEye Managed Security Services, Customers hereby agree to participate in the Public Safety Threat Alliance ("PSTA"). As a participant in the PSTA, Customers agree to share relevant data as described in the PSTA Member Agreement. The Customer also acknowledges that data shared by other PSTA members will be made available to them, subject to the terms of the PSTA Member Agreement. Customer's participation in the PSTA shall continue until terminated as provided in the PSTA Member Agreement. For the avoidance of doubt, any data or materials provided in connection with Customer's participation in the PSTA will not be considered Motorola Materials under the Motorola Solutions Customer Agreement and the Customer's only recourse for use of such data or materials is

against the Public Safety Threat Alliance that is a party to the PSTA Member Agreement and will be governed by the terms of the PSTA Member Agreement.

Learn more about membership to the PSTA at: https://motorolasolutions.com/public-safety-threat-alliance.



A copy of the PSTA Membership Agreement can found at:

https://www.motorolasolutions.com/content/dam/msi/docs/dt/services/cybersecurity/PSTA-membership-agreement.pdf

ABOUT MOTOROLA

Company Background and History

Motorola creates innovative, mission-critical communication solutions and services that help public safety and commercial customers build safer cities and thriving communities. You can find our products at work in a variety of industries including law enforcement, fire, emergency medical services, national government security, utilities, mining, energy, manufacturing, hospitality, retail, transportation and logistics, education, and public services. Our communication solutions span infrastructure, devices, services and software to help our public safety and commercial customers be more effective and efficient.

Company Overview

Since 1928, Motorola Solutions, Inc. (formerly Motorola, Inc.) has been committed to innovation in communications and electronics. Our company has achieved many milestones in its history. We pioneered mobile communications in the 1930s with car radios and public safety networks. We made the equipment that carried the first words from the moon in 1969. We commercialized the first handheld portable scanner in 1980. Today, as a global industry leader, excellence in innovation continues to shape the future of the Motorola brand.

We help people be their best in the moments that matter.

Motorola connects people through technology. Public safety and commercial customers around the world turn to Motorola innovations when they want highly connected teams that have the information they need throughout their workdays and in the moments that matter most to them.

Our customers rely on us for the expertise, services, and solutions we provide, trusting our years of invention and innovation experience. By partnering with customers and observing how our products can help in their specific industries, we are able to enhance our customers' experience every day.

Motorola's Corporate Headquarters is located at 500 West Monroe Street, Chicago, IL 60661. Telephone is +1 847.576.5000, and the website is www.motorolasolutions.com.

Section 2

Solution Description - ASTRO MDR

Solution Overview

Motorola Solutions, Inc. (Motorola) is pleased to present the proposed cybersecurity Managed Detection and Response (MDR) services for the City of Garland (hereinafter referred to as “Customer”).

Identifying and mitigating cyber threats requires a reliable solution that supplies the right data to cybersecurity experts. Motorola will provide access to our ActiveEye Security Platform, along with 24x7 support from specialized security technologists, who will monitor your mission critical network against threat and intrusion.

The following ASTRO® 25 MDR features and services are included in our proposal:

- **ActiveEye Managed Detection and Response Elements**
  - ActiveEye Security Management Platform
  - ActiveEye Remote Security Sensor (AERSS)
- **Service Modules**
  - Log Collection / Analytics
  - Network Detection
  - External Vulnerability Scanning
  - Endpoint Detection and Response
- **Security Operations Center Monitoring and Support**

Site Information

The following site information is included in the scope of our proposal:

Table 2-1: Site Information

Site Name	Core	Local CENs	Remote CENs	CR CENs	CEN Endpoints	Dispatch Sites	Consoles	AIS	NM Client
Core	1	1	1	0	20	1	1	0	7
Garland	0	0	0	1	5	4	19	1	0
Mesquite	0	0	0	1	5	3	15	1	1
Rowlett	0	0	0	1	5	2	6	1	0
Sachse	0	0	0	0	0	1	3	0	0
Seagoville	0	0	0	0	0	1	2	0	0
Highland Park	0	0	0	1	5	1	4	1	1
University Park	0	0	0	1	5	2	5	1	1
Forney	0	0	0	1	5	1	4	1	0
Terrell	0	0	0	0	0	1	3	0	0
TOTALS	**1**	**1**	**1**	**6**	**50**	**17**	**62**	**6**	**10**

Services Included

The ActiveEye service modules included in our proposal are shown in the tables below. The Network Environment column will designate the location of each module: ASTRO 25 Radio Network Infrastructure (RNI), Customer Enterprise Network (CEN), or the Control Room CEN.

Table 2-2: Service Modules

Service Module	Features Included	Network Environment
Log Collection / Analytics	Online Storage Period: 30 Day Storage Extended Log Storage Length: 12 Months	RNI / CEN
Network Detection	Up to 1 Gbps per Sensor Port	RNI / CEN
External Vulnerability Scanning	Scan Internet-Facing IPs Quarterly	RNI / CEN
Endpoint Detection and Response (EDR)	Palo Alto Cortex XDR Online Storage Period: 30 Day Storage	RNI / CEN

Service Description

Managed Detection and Response is performed by Motorola Solutions' Security Operations Center (SOC) using the ActiveEye security platform. The SOC's cybersecurity analysts monitor for alerts 24x7x365. If a threat is detected, analysts will investigate and initiate an appropriate Customer engagement. Customer engagements may include, but are not limited to; deploying cybersecurity countermeasures for incident containment, requesting additional information from the Customer, continuing to monitor the event for further development, or informing the Customer to enact the Customer's documented Incident Response plan.

SOC analysts rely on monitoring elements to detect signs of a potential threat impacting the Customer's ASTRO 25 network and applicable Customer Enterprise Network (CEN) systems. These elements are described below. The MDR service includes the deployment and optimization of these elements into the Customer's network.

Managed Detection and Response Elements

This section and its subsections describe Managed Detection and Response elements, and their applicability for specific infrastructure.

ActiveEye Security Platform

Motorola's ActiveEye security platform collects and analyzes security event streams from the Customer's ASTRO 25 network and applicable CEN systems, using security orchestration and advanced analytics to identify the most important security events from applicable systems. The ActiveEye platform is provided in the English language.

The platform automates manual investigation tasks, verifies activity with external threat intelligence sources, and learns what events will require rapid response action.

The Customer will receive access to the ActiveEye platform as part of this service. ActiveEye will serve as a single interface to display system security information. Using ActiveEye, the Customer will be able to configure alerts and notifications, review security data, and perform security investigations.

ActiveEye Managed Security Portal

The ActiveEye Managed Security Portal will synchronize security efforts between the Customer and Motorola. From this central point, the Customer will be able to view threat insights, event investigations, security reports, threat advisories, and status of any security cases.

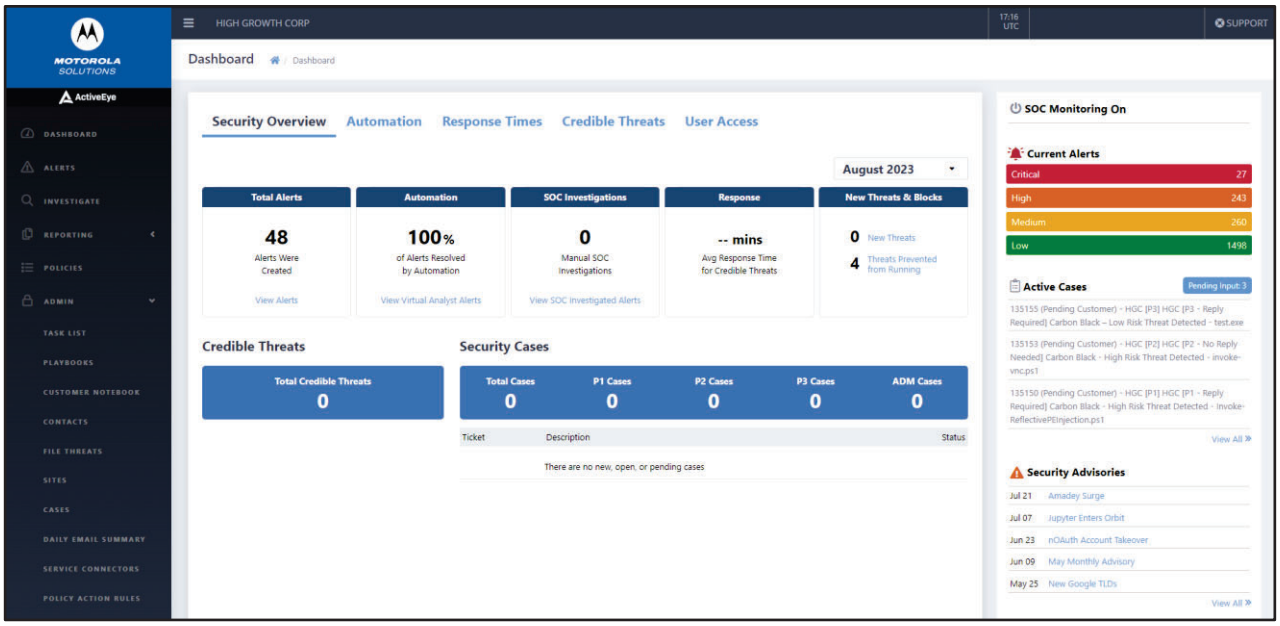


Figure 2-1: ActiveEye Portal

Dashboard

Key information in the ActiveEye Portal is summarized on the dashboard. This dashboard provides details about open alerts, an overview of alert categories, alert processing, key performance indicators (KPI), open security cases, and recent threat advisories. Also, users can access more in-depth information like security cases, alert details, alert trends, reports, and group communications.

Security Cases

When the Customer and Motorola identify a threat, the SOC will create a security case. Through the ActiveEye Portal, the Customer can view details of current or past cases.

Alert Details and Trends

Alerts can be evidence of a past, active, or developing threat. ActiveEye records relevant data for each alert, enabling users to quickly view its triggers, systems it impacts, and any actions taken to address the alert. ActiveEye Portal also provides tools for reviewing groups of alerts based on key attributes or time periods. Attribute filters enable users to toggle which alert groups ActiveEye Portal shows, helping to spot trends or threat activity. Users can also compare alert logs for specific time periods to determine if specific trends are associated with a threat or are false positives.

Investigations and Reporting

ActiveEye Portal includes robust *ad hoc* reporting capabilities, which will provide important, additional information about active and historical threats. Users can share information outside of ActiveEye Portal by downloading reports in .csv or .json format.

In addition to *ad hoc* reporting, ActiveEye Portal can provide a daily email summary and monthly report. Daily email summaries can include alert counts, security cases opened or closed, saved queries that have new data, and detailed endpoint security statistics. If needed, ActiveEye Portal can send one or more summary emails with different content for different groups. Monthly reports are available as a PDF download.

Security Advisories

Security Advisories are messages initiated from the SOC that share information on active threats with the Customer's security teams. These advisories guide security teams on how to best take action against a threat and tell them where they can find further information.

Information Sharing

The ActiveEye Portal includes several functions for sharing information. Automatic security alerts notify pre-defined contacts of incidents, based on incident priority. Other information sharing functions include:

- **SOC Bulletins** - Instructions from the Customer, or the SOC, that SOC analysts reference when creating security cases. These can communicate short-term situations where a security case may not be needed, such as during testing or maintenance windows.
- **Customer Notebook** - The SOC will use the Customer Notebook to document the Customer's environment and any specific network implementation details that will help the SOC investigate security cases.
- **Contact Procedures** - Escalation procedures and instructions on who to contact if an incident occurs. Contact procedures include instructions and procedures for specific security incident levels. The SOC and the Customer will jointly manage contact procedures.

User Access

The ActiveEye Portal provides the ability to add, update, and remove user access. Every ActiveEye user can save queries, customize reports, and set up daily email summaries. Users may be given administrative access, allowing them to perform administrative tasks, such as setting up new service connectors, resetting passwords, and setting up multi-factor authentication for other users.

ActiveEye Remote Security Sensor

One or more AERSS will be deployed into the ASTRO 25 network and if applicable to CEN environments to deliver the service. These sensors monitor geo diverse sites for security events and pass security information to the ActiveEye platform.

AERSS integrate the ActiveEye platform with network elements, enabling it to collect logs from Syslog, as well as to analyze network traffic over monitor port(s).

The following are the environmental requirements and specifications the Customer must provide to prepare for the AERSS deployment.

Specifications	Requirements
Rack Space	1U
Power Consumption (Max)	550 Watts (Redundant Power Supply)
Power Input	100-240V AC
Current	3.7 A – 7.4 A
Circuit Breaker	Qty. 2
Line Cord	NEMA 5-15P
Heat Dissipation (max)	2107 BTU/hr.
Internet Service Bandwidth	Bandwidth throughput 10Mbps per zone

Applies to included ASTRO 25 RNI, CEN, and Control Room CEN infrastructure.

Control Room Firewall

In cases where an ASTRO 25 site (Network Management Dispatch, Trunking Subsystem, Conventional Subsystem) has insufficient bandwidth to support EDR communications, an optional Control Room Firewall can be integrated at the site. When this is done, EDR communications will be configured to leverage that firewall in place of the site link. This configuration will not change any existing traffic flows in the system that currently leverage the site link.

The following are the environmental requirements and specifications the Customer must provide to prepare for the Control Room Firewall deployment.

Specification	Requirement
Rack Space	1U
Power Consumption (Max)	28.6 W (Single Power Supply)
Power Input	100-240V AC
Current	.52 A
Circuits Breaker	Qty. 1
Heat Dissipation (Max)	97.6 BTU/hr
Line Cord	NEMA 5-15P
Internet Service Bandwidth	High availability Internet Connection (99.99% [4-9s] or higher) Packet loss < 0.5% Jitter < 10 ms Delay < 120 ms RJ45 Port Speed – Auto Negotiate

Applies to included ASTRO 25 RNI, CEN, and Control Room CEN infrastructure.

Service Modules

ActiveEye delivers service capability by integrating one or more service modules. These modules provide ActiveEye analytics more information to correlate and a clearer vision of events on Customer's network. In addition, modules enable security teams and analysts to more easily access and compare data from these disparate systems. The following subsections describe each ActiveEye service module in detail.

Log Collection / Analytics

The AERSS deployed in the system collects logs and other security information from applicable servers, workstations, switches, routers, Network Detection, and firewalls. This information is forwarded to the ActiveEye platform, which uses advanced analytics to identify signs of security incidents. If it identifies signs of a security incident, ActiveEye notifies the SOC for further analysis.

Collected events will be stored in the ActiveEye Security Platform to enable historical searching or threat hunting as needed. Some high volume, repetitive logs may be aggregated as noted in the documentation. The default storage time period is one year, but no longer than 90 days, following expiration or termination of the Agreement. A longer time period can be provided if subscribed.

Network Detection

The AERSS supports Network Detection, constantly monitoring traffic passing across, into, or out of infrastructure. Network Detection analyzes traffic for signs of malicious activity in real time, and performs packet level and flow level analysis to enable communications modeling. This information is used to identify anomalous behavior that is not captured by pre-defined traffic signatures, including traffic using encrypted connections. Network Detection forwards detected suspicious activity to the SOC for further analysis.

External Vulnerability Scanning

External Vulnerability Scanning is provided for the ASTRO® internet-facing, external network interfaces. The scan is enabled from an internet cloud hosted service outside the ASTRO® network. Discovery and vulnerability scans will be run quarterly or on a less frequent schedule defined with the Customer.

Endpoint Detection and Response

Endpoint Detection and Response (EDR) is an endpoint security agent that integrates with the ActiveEye security platform to provide additional threat detection, investigation, and response actions to optimize protection of critical systems.

EDR integration with ActiveEye accelerates investigations by making necessary information available for analysts in a single platform where they can quickly access details of what caused an alert, its context, and its history.

The platform enables analysts to initiate response actions (i.e. isolate host, ban or block a file hash, terminate a process) on endpoints to respond to detection of verified malicious activity within the system. Available responses are determined by the Customer's security policies.

Security Operations Center Services

Motorola delivers SOC Monitoring using one or more SOC facilities. The SOC includes any centralized hardware and software used to deliver this Service and its service modules. The SOC and its centralized hardware and software are housed within an SSAE-18 compliant data center.

Motorola's SOC is staffed with security experts who will use ActiveEye Security Management Platform to monitor elements integrated by service modules. In addition, SOC staff will take advantage of their extensive experience to investigate and triage detected threats, and to recommend responses to the Customer.

Section 3

Statement of Work - ASTRO MDR

Overview

Motorola Solutions, Inc. (Motorola) ASTRO® 25 Managed Detection and Response (MDR) provides monitoring of radio network security information by specialized cybersecurity analysts with extensive experience working with ASTRO 25 mission-critical networks.

The following sections describe the deliverables of the service, its technologies, and service obligations.

This Statement of Work (SOW), including all of its subsections and attachments, is an integral part of the applicable agreement (Agreement) between Motorola and the Customer.

In order to receive the services as defined within this SOW, the Customer is required to keep the system within a standard support period as described in Motorola's Software Support Policy (SwSP).

Description of Service

MDR is performed by Motorola's Security Operations Center (SOC) using the ActiveEye security platform. The SOC cybersecurity analysts monitor for alerts 24/7. If a threat is detected, analysts will investigate and initiate an appropriate Customer engagement. Customer engagements may include, but are not limited to, deploying cybersecurity countermeasures for incident containment, requesting additional information from the Customer, continuing to monitor the event for further development, or informing the Customer to enact the Customer's documented Incident Response Plan.

SOC analysts rely on monitoring elements to detect signs of a potential threat impacting the Customer's ASTRO 25 network and applicable Customer Enterprise Network (CEN) systems. These elements are described below.

The MDR service includes the deployment and optimization of these elements into the Customer's network.

Deployment Timeline and Milestones

The following phase descriptions lay out the necessary deployment activities and milestones required to achieve service readiness:

Phase 1: Service Onboarding

After contract signature, Motorola will schedule a service kickoff meeting with the Customer and provide information-gathering documents. This kickoff meeting is conducted remotely at the earliest, mutually available opportunity. Customer is to identify and ensure participation of key team members in kickoff and project initiation activities.

On the Kickoff Date, the Customer will be provisioned onto the ActiveEye MDR portal. The portal will enable service notifications, access to vulnerability scans and cybersecurity advisories. The first vulnerability scan will be conducted and reported within 30 days following the Kickoff Date. On the Kickoff Date, the Customer will receive instructions for accessing the Security Operations Center and Incident Response (IR) teams. Once access is provisioned, the Customer will receive any assistance required from the IR team and be able to configure key contacts for interaction with the Security Operations team. The Customer will receive instructions for accessing the Security Operations Center within the first 30 days.

Phase 2: Infrastructure Readiness

Motorola will provide detailed requirements regarding Customer infrastructure preparation actions at the kickoff meeting. It is the Customer's responsibility to accomplish all agreed upon infrastructure preparations. It is Motorola's responsibility to separately complete any obligated and/or agreed infrastructure readiness tasks.

Phase 3: System Buildout and Deployment

Motorola will build and provision tools in accordance with the requirements of this proposal and consistent with information gathered in earlier phases. Motorola will also provide detailed requirements regarding Customer deployment actions. The Customer may be required to deploy software and/or configurations in cases where Motorola does not manage the device and does not have access or authorization to perform the installation.

Motorola will coordinate with the customer to identify and schedule mutually agreeable maintenance windows where Motorola will perform integration of endpoint detection and response agents at in-scope sites and Customer Enterprise Networks (CENs). **Endpoint detection and response agents will not be installed at sites that do not meet the minimum connectivity requirements (either site links with sufficient bandwidth or Control Room Firewalls with customer provided internet).** Motorola will leave the existing antivirus solution in place on endpoints located at these out of scope sites.

Phase 4: Monitoring "Turn Up"

Motorola will verify in-scope assets are forwarding logs or events and notify the Customer of any exceptions. Motorola will begin monitoring connected in-scope sources after the initial tuning period.

Phase 5: Tuning and Customer Training

Motorola will assess certain events to be environmental noise, potentially addressable configuration issues in the environment, or false positives. Motorola may recommend these be addressed by the Customer to preserve system and network resources.

Motorola will provide the Customer with the ability to temporarily suppress alerts reaching ActiveEye, enabling a co-managed approach to tuning and suppressing events or alarms. The SOC may permanently suppress particular alerts and alarms if not necessary for actionable threat detection.

Tuning Period Exception

The tuning period is considered to be the first thirty (30) days after each service module has been confirmed deployed and configured and starts receiving data. During the tuning period, Motorola may make recommendations to the Customer to adjust the configurations of their installed software so Services can be effectively delivered. Service Availability will not be applicable during the tuning period and responses or notifications may not be delivered. However, Motorola will provide responses and notifications during this period.

Motorola may continue to recommend necessary tuning changes after this period, with no impact on Service Availability.

Service Commencement

The Service will commence with the Service Onboarding phase or within 30 days of contract signature, whichever event occurs soonest for existing customers.

In the case of a new ASTRO system, the Service will commence in parallel to the commencement date of the core ASTRO Service package “Turn Up" go live date. Motorola and the Customer will collaborate to complete the additional deployment tasks.

General Responsibilities

Motorola Responsibilities

- Provide and when necessary repair under manufacturer warranty hardware and software required to remotely monitor the ASTRO 25 network and applicable CEN systems inclusive of the AERSS and all software operating on it.
    - If the Centralized Event Logging feature is not installed on the Customer’s ASTRO 25 RNI, Motorola will install it as part of this service.
- Coordinate with the Customer on any system changes necessary to integrate the AERSS into the system and establish necessary connectivity.
- Provide software and licenses to the Customer necessary to remotely monitor the ASTRO 25 network and applicable CEN environments.

- Integrate EDR agents as per the “Deployment Timeline and Milestones” section in all network segments where endpoint detection and response is in scope.
    - Note that network segments with insufficient connectivity to support endpoint detection and response will be considered out of scope for endpoint detection and response.
    - Motorola will perform the installation of endpoint detection and response agents in the RNI-DMZ CEN(s) and Control Room CEN(s) for all Motorola managed devices that support endpoint detection and response agents.
    - Motorola will support the customer with installing endpoint detection and response agents in the RNI-DMZ CEN(s) and Control Room CEN(s) for any device that supports endpoint detection and response agents and is not Motorola Solutions managed. Due to the fact that Motorola does not typically manage the devices and network connectivity for endpoints in the Control Room CEN, it is the customer’s responsibility to perform this installation.
- Assist the Customer with the installation of log forwarding agents on systems that are not managed by Motorola. Note, Motorola will perform installation on all endpoints that are managed by Motorola.
- Verify connectivity and monitoring is active prior to start of service.
- Coordinate with the Customer to maintain Motorola service authentication credentials.
- Monitor the Customer’s ASTRO 25 network and applicable CEN systems 24/7 for malicious or unusual activity, using trained and accredited technicians.
- Respond to security incidents in the Customer’s system in accordance with Incident Priority Level Definitions and Response Times. Response may include, but is not limited to, requesting additional information from the Customer, continuing to monitor the event for further development or informing the Customer to enact the Customer’s documented Incident Response plan.
- Assist the Customer with identifying devices that support logging within the ASTRO 25 network and applicable CEN systems have been configured to forward Syslog events to the AERSS.
- Provide the Customer with access to the ActiveEye platform enabling Customer access to security event and incident details.

Customer Responsibilities

- The ASTRO 25 MDR service requires a connection from the Customer’s ASTRO 25 network and applicable CEN systems to the Internet. Establish connectivity with sufficient bandwidth before the service commences.
- It is the Customer’s responsibility or the contracted maintainer to install the AERSS device in the Control Room CEN.

- Allow Motorola continuous remote access to monitor the ASTRO 25 network and applicable CEN systems. This includes keeping the connection active, providing passwords, and working with Motorola to understand and maintain administration privileges.
- Maintain an active subscription for:
    - Security Update Service (SUS) (or Remote Security Update Service), ensuring patches and antivirus definitions are applied according to the release cadence of the service.
    - ASTRO Dispatch Service and ASTRO Infrastructure Response.
- Provide continuous utility services to any equipment installed or utilized at the Customer's premises to support service delivery and remote monitoring.
- Provide Motorola with contact information necessary to complete the Customer Support Plan (CSP). Notify the Customer's Customer Support Manager (CSM) within two weeks of any contact information changes.
- Notify Motorola if any components are added to or removed from the environment as it may be necessary to update or incorporate in MDR. Changes to monitored components may result in changes to the pricing of the MDR service.
- Ensure that the ASTRO 25 system is operating on a Motorola supported release.
- Allow Motorola dispatched field service technicians physical access to monitoring hardware when required.
- Cooperate with Motorola and perform all acts that are required to enable Motorola to provide the services described in this SOW.
- Configure and maintain networking infrastructure physical and logical configuration to mirror (typically via a port(s) on a switch) network traffic to the ActiveEye sensor for applicable CEN systems.
- Responding to Cybersecurity Incident Cases created by the Motorola SOC.

Service Modules

Log Collection / Analytics

The AERSS deployed in the system collects logs and other security information from applicable servers, workstations, switches, routers, network intrusion detection sensors, and firewalls. This information is forwarded to the ActiveEye platform, which uses advanced analytics to identify signs of security incidents. If it identifies signs of a security incident, ActiveEye notifies the SOC for further analysis.

Motorola Responsibilities

- Consult with and advise the Customer on performing necessary system configurations to direct log sources to the appropriate Remote Security Sensor.
- The SOC will consult with the Customer to identify appropriate log sources.

Customer Responsibilities

- If applicable, configure customer managed networking infrastructure to allow AERSS to communicate with ActiveEye as defined.
- If applicable, configure any Customer managed devices in the CEN to forward data to ActiveEye.

Applies to included ASTRO 25 RNI, CEN, and Control Room CEN infrastructure.

Network Detection

The AERSS deploys a Network Intrusion Detection System (NIDS), constantly monitoring traffic passing across, into, or out of the infrastructure. Network Detection analyzes traffic for signs of malicious activity in real time, and performs packet level and flow level analysis to enable communications modeling. This information is used to identify anomalous behavior that is not captured by pre-defined traffic signatures, including traffic using encrypted connections. Network Detection alerts the SOC for further analysis.

Motorola Responsibilities

- Work with the Customer to integrate AERSS.
- Optimize the policies and configuration to tune out noise and highlight potential threats.
- The SOC consults with the Customer to identify the appropriate deployment of Network Detection Service Components. The SOC monitors and updates the security policy of each sensor to tune out unnecessary alerting and flow monitoring so that the system is optimized to detect true malicious activity.

Customer Responsibilities

- If necessary, configure Customer's networking infrastructure to allow AERSS to communicate with ActiveEye as defined.
- For Customer's owned CEN infrastructure, configure and maintain networking infrastructure physical and logical configuration to mirror (typically via a port(s) on a switch) network traffic to the ActiveEye sensor.
- Initiate recommended response actions when active attacks are detected.

Applies to included ASTRO 25 RNI, CEN, and Control Room CEN infrastructure.

Endpoint Detection and Response

Endpoint detection and response agents deployed on in-scope and supported Windows and Linux hosts and servers throughout the system constantly monitor for indicators of compromise and feed this information back to the ActiveEye security platform. The Security Operations Center monitors this feed and is ready 24/7 to take action when a detection is made.

Motorola Solutions Responsibilities

- Install and/or support the installation of endpoint detection and response agents on in scope endpoints in the system as detailed in the **Deployment Timeline and Milestones** section.
- Monitor endpoint detection and response feeds for detections of indicators of compromise.
- In the event of the detection of an indicator of compromise, perform detailed investigations of the event.
- Per the Customer's security policies and defined incident response plan, alert and engage the customer and potentially take an action to deploy a countermeasure to contain the incident.

Customer Responsibilities

- If an ASTRO site link will be leveraged for endpoint detection and response communications, that site link must support a minimum of 2 Mbps of bandwidth.
- Work with Motorola to ensure that there is a documented incident response plan that indicates how Motorola should engage with the Customer in the event of a detection of an indicator of compromise.
- Provide and maintain contact information for a Customer point of contact that can take action or authorize Motorola to take action in the event of a detection of an indicator of compromise.

Applies to in scope ASTRO 25 RNI, CEN, and Control Room CEN infrastructure.

External Vulnerability Scanning

External Vulnerability Scanning is provided for the ASTRO internet-facing, external network interfaces. The scan is enabled from an internet cloud hosted service outside the ASTRO network. Discovery and vulnerability scans will be run quarterly or on a less frequent schedule defined with the Customer.

The initial scan results will be discussed with the Customer during service onboarding. Subsequent scans will be reviewed by a cybersecurity analyst. If any new findings of interest are surfaced, a ticket will be created to communicate these findings with the customer defined contacts.

Motorola Responsibilities

- Configure scans to match the Customer's preferences for external scope.
- Verify vulnerability scans are operating correctly.

- Make generated results available in the Customer's ActiveEye portal.
- Create ticket notifications for significant, new findings of interest.

Customer Responsibilities

- During Service Onboarding kickoff, provide Motorola with the IP addresses and/or domain names to be included in the external vulnerability scans.
- In accepting this Statement of Work, the Customer authorizes Motorola to engage in external vulnerability scans of internet-facing, external assets disclosed by the Customer.
- Be responsible for updating Motorola with any changes to the IP addresses and/or domain names of the internet-facing, external assets subject to the external vulnerability scans.
- If the information required to enable vulnerability scanning of the internet-facing, external assets is not provided initially or is not current at any time during the term, Motorola will suspend scans until it is reasonably satisfied that it has been provided with the most current information.
- Review all quarterly vulnerability reports, and tickets of new findings.
- Perform any remediation actions required to address identified vulnerabilities.

Applies to Internet facing assets only.

Security Operations Center Monitoring and Support

Scope

Motorola will start monitoring the ASTRO 25 MDR service in accordance with Motorola processes and procedures after deployment, as described in Deployment Timeline and Milestones.

The SOC receives system-generated alerts 24/7, and provides the Customer with a toll-free telephone number and email address for support requests, available 24/7. Support requests are stored in a ticketing system for accountability and reporting. The SOC will respond to detected events in accordance with Incident Priority Level Definitions and Response Times.

Ongoing Security Operations Center Service Responsibilities

Motorola Responsibilities

If a probable security incident is detected, provide phone and email support to:

- Engage the Customer's defined Incident Response Process.

- Gather relevant information and attempt to determine the extent of compromise using existing monitoring capabilities in place as part of the ASTRO 25 MDR service.
- Analysis and support to help the Customer determine if the Customer's corrective actions are effective.
- Continuous monitoring, in parallel with analysis, to support Incident Response.

Customer Responsibilities

- Provide Motorola with accurate and up-to-date information, including the name, email, landline telephone numbers, and mobile telephone numbers for all designated, authorized Customer escalation Points of Contact (POC).
- Provide a timely response to SOC security incident tickets or investigation questions.
- Notify Motorola at least twenty four (24) hours in advance of any scheduled maintenance, network administration activity, or system administration activity that would affect Motorola's ability to perform the Managed SOC Service, as described in this SOW.

Technical Support

ActiveEye Security Management Technical Support provides the Customer with a toll-free telephone number and email address for ActiveEye Security Management support requests, available Monday through Friday from 8 a.m. to 7 p.m. CST

Motorola Responsibilities

- Notify customers of any scheduled maintenance or planned outages.
- Provide technical support, security control, and service improvements related to ActiveEye.

Customer Responsibilities

- Provide sufficient information to allow Motorola technical support agents to diagnose and resolve the issue.

Limitations and Exclusions

Technical support is limited to the implementation and use of the ActiveEye platform and does not include use or implementation of third-party components.

Incident Response

An Indicator of Compromise (IoC) is an observable event that Motorola Security Analysts have determined will jeopardize the confidentiality, integrity, or availability of the system. Examples of IoC include ransomware or malicious use of PowerShell.

When an IoC is observed, the Motorola Security Operations team will engage with the customer to investigate the issue, determine the extent of the compromise and contain the activity to the extent possible with the Motorola security controls deployed within the environment. This expert guidance is available upon contract signature and extends through MDR infrastructure deployment phases and the term of the contract.

When an IoC is observed by the Security Analyst, Motorola and Customer will be responsible for the tasks defined in the following subsections.

Motorola Responsibilities

- Upon the identification of an IoC, notify the Customer's documented contact and initiate the escalation plan.
- Take documented, Customer approved actions in an attempt to contain an IoC to the extent enabled via Motorola managed technology. Communicate to the Customer any additional potential containment actions and Incident Response resources that can be taken across the Customer's managed IT infrastructure.
- Perform investigation using the ActiveEye MDR integrated and enabled data sources in an initial attempt to determine the extent of an IoC.
- Document and share IoC and artifacts discovered during investigation. Motorola services exclude performing on-site data collection or official forensic capture activities on physical devices.

Customer Responsibilities

- Maintain one named Point of Contact (PoC) to coordinate regular team discussions and organize data collection and capture across the Customer and Motorola teams.
- If determined to be required by Customer, contract an Incident Response service provider to perform procedures beyond the scope of this Agreement such as forensic data capture, additional malware removal, system recovery, ransomware payment negotiation, law enforcement engagement, insurance provider communications, identify patient zero, etc.

Event Response and Notification

Motorola will analyze events created and/or aggregated by the Service, assess their type, and notify the Customer in accordance with the following table.

Table 3-1: Event Handling

Event Type	Details	Notification Requirement
False Positive or Benign	Any events determined by Motorola to not likely have a negative security impact on the organization.	None

Event Type	Details	Notification Requirement
Event of Interest (EOI)	Any events determined by Motorola to likely have a negative security impact on the organization.	Escalate to Customer in accordance with routine notification procedure. Escalate in accordance with urgent notification procedure when required by agreed-upon thresholds and SOC analysis. Notification procedures are included in **Table 3-2: Notification Procedures**.

Notification

Motorola will establish notification procedures with the Customer, generally categorized in accordance with the following table.

Table 3-2: Notification Procedures

Notification Procedure	Details
Routine Notification Procedure	The means, addresses, format, and desired content (within the capabilities of the installed technology) for Events of Interest (EOI). These can be formatted for automated processing, e.g., by ticketing systems.
Urgent Notification Procedure	Additional, optional means and addresses for notifications of Events of Interest that require urgent notification. These usually include telephone notifications.

Motorola will notify the Customer according to the escalation and contact procedures defined by the Customer and Motorola during the implementation process.

Incident Priority Level Definitions and Response Times

Priority for alert-generated incident or Events of Interest is determined by the ActiveEye Platform analytics that process multiple incoming alert feeds, automation playbooks, and cybersecurity analyst knowledge.

Priority	Definition	Service Coverage
Critical	Security incidents that have caused, or are suspected to have caused significant damage to the functionality of the Customer's ASTRO 25 system or information stored within it. Efforts to recover from the incident may be significant. Examples: ● Malware that is not quarantined by anti-virus. ● Evidence that a monitored component has communicated with suspected malicious actors.	Response provided 24 hours, 7 days a week, including United States (U.S.) public holidays.

Priority	Definition	Service Coverage
High	Security incidents that have localized impact and may become more serious if not quickly addressed. Effort to recover from the incident may be moderate to significant. Examples: ● Malware that is quarantined by antivirus. ● Multiple behaviors observed in the system that are consistent with known attacker techniques.	Response provided 24 hours, 7 days a week, including U.S. public holidays.
Medium	Security incidents that potentially indicate an attacker is performing reconnaissance or initial attempts at accessing the system. Effort to recover from the incident may be low to moderate. Examples include: ● Suspected unauthorized attempts to log into user accounts. ● Suspected unauthorized changes to system configurations, such as firewalls or user accounts. ● Observed failures of security components. ● Informational events. ● User account creation or deletion. ● Privilege change for existing accounts.	Response provided on standard business days, Monday through Friday 8 a.m. to 5 p.m. CST/CDT, excluding U.S. public holidays.
Low	These are typically service requests from the Customer.	Response provided on standard business days, Monday through Friday 8 a.m. to 5 p.m. CST/CDT, excluding U.S. public holidays.

Response Time Goals

Priority	Response Time
Critical	An SOC Cybersecurity Analyst will make contact with the customer technical representative within one (1) hour of the request for support being logged in the issue management system or the creation of an alert suggesting a cybersecurity incident that requires action. Continual effort will be maintained to identify the extent of the incident and provide actions for containment.
High	An SOC Cybersecurity Analyst will make contact with the customer technical representative within four (4) hours of the request for support being logged at the issue management system or the creation of an alert suggesting a cybersecurity incident that requires action. Continual effort will be maintained to identify the extent of the incident and provide actions for containment.
Medium	An SOC Cybersecurity Support Engineer will make contact with the customer technical representative within the next business day of the request for support being logged at the issue management system or the creation of an alert suggesting a cybersecurity incident that requires action.
Low	An SOC Cybersecurity Support Engineer will make contact with the Customer technical representative within seven business days of the logged request for support at the issue management system.

ActiveEye Platform Availability

The platform utilizes a multi-zone architecture which can recover from failures in different data collection, enhancement, analysis, and visualization tiers. Motorola will make commercially reasonable efforts to provide monthly availability of 99.9% for the ActiveEye Platform services. Service availability is subject to limited scheduled downtime for servicing and upgrades, as well as unscheduled and unanticipated downtime resulting from circumstances or events outside of Motorola's reasonable control, such as disruptions of, or damage, to the Customer's or a third-party's information or communications systems or equipment, telecommunication circuit availability/performance between Customer sites, any on-premises core and/or between on-premises equipment and the ActiveEye Platform.

ActiveEye Remote Security Sensor (AERSS)

One or more AERSS may be deployed as part of the MDR solution. The AERSS is configured with multiple local redundancy features such as hot-swap hard disk drives in a redundant drive array configuration and dual redundant power supplies.

The AERSS and all components of ActiveEye are monitored by a dedicated Site Reliability Engineering team. In cases of hardware failure of the AERSS, Motorola will provide, subject to active service subscriptions in the Customer contract, onsite services to repair the AERSS and restore service. AERSS operation and outage troubleshooting requires network connection to the ActiveEye Platform which may be impacted by customer configuration changes, telecommunications connectivity, and/or customer network issues/outages.

Section 4

Solution Description - Professional Services

Motorola Solutions, Inc. (Motorola) is pleased to present the proposed cybersecurity services for the City of Garland (hereinafter referred to as “Customer”).

The following cybersecurity services are included in our proposal:

- **Risk Assessment**
  - Risk Assessment Standard
    - Cybersecurity Risk Assessment
    - Firewall Review
    - Physical Security Assessment
- **Incident Management and Response Preparedness Services**
  - Incident Response Plan Review and Development

Site Information

The following site information is included in the scope of our proposal:

Table 4-1: Customer Site Information

Quantity	Site / Location	Network Environment	Service Type
1	Organization Level	ASTRO	**Risk Assessment Standard** • Cybersecurity Risk Assessment • Firewall Review • Physical Security Assessment **Incident Management and Response Preparedness Services** • Incident Response Plan Review and Development

Backhaul environments are not included in the scope of our proposal.

Table 4-2: Services by Yea

Year	Service	Description
1	Risk Assessment Standard	• Cybersecurity Risk Assessment • Firewall Review • Physical Security Assessment
1	Incident Management and Response Preparedness Services	• Incident Response Plan Review and Development

Service Description

Risk Assessment

Cybersecurity Risk Assessment

The Cybersecurity Risk Assessment is a professional service to evaluate an existing information security program against best practices, as well as common frameworks. The Cybersecurity Risk Assessment will support the investigation of already established policies, standards, procedures, practices and technologies implemented by the Customer and align these practices with the chosen framework. The outcome of the assessment will allow Motorola to provide the Customer with an understanding of its state of compliance, provide insight into gaps that have been identified in the security program with respect to cyber best practices and benchmarks and provide remediation recommendations for the organization to improve upon.

Objectives

Customer is seeking assistance to evaluate if their security program meets prudent security guidelines, and is in compliance with common cyber requirements. This security review will provide Customer with visibility into how your existing IT Security standards stand up against best practices to:

- Identify cyber threats and programmatic gaps
- Determine areas of mis-alignment with common cyber frameworks such as CJIS, NIST CSF, NIS2, or ISO 27001:2022
- Define and prioritize the risk associated with the gaps
- Offer a roadmap on how to remediate the gaps

Firewall Review

Review firewall configuration files in order to determine whether there are any misconfigurations or security weaknesses that would allow traffic from external sources to bypass security restrictions and enter the network, as well as whether traffic is allowed to leave the network undetected.

Checks performed include authentication services and settings, time synchronization, message logging, network interfaces, etc.

Physical Security Assessment

Locating gaps in facility security and determining what risks are associated with them requires specialized training that can be expensive to maintain on staff. Motorola can provide an evaluation by a facility security expert, giving the benefit of expert assessment without the costs of recruiting and retaining personnel. Motorola's expert assesses the efficacy of security controls and procedures, and provides a report outlining potential security risks and ways to mitigate them.

Incident Management and Response Preparedness Services

The reality of security incidents, breaches and data loss have become all too familiar to a growing number of organizations across all industries. Information security incident management programs are required to help institutions respond to information security incidents that compromise the confidentiality, availability and integrity of an institution's information technology resources and data. In most cases, failure to plan for handling information security incidents can jeopardize the organization's ability to effectively detect, contain and respond to costly and time-consuming cybersecurity events.

To help our customers prepare and plan for cybersecurity events, Motorola delivers Incident Management and Response Preparedness services. These services deliver support with incident handling development and testing. They are designed to help document and exercise the processes needed to reduce the impact resulting from cybersecurity events and intrusions within the customer's environment.

Incident Response Plan Review and Development

An Incident Response (IR) Plan is a set of written instructions for detecting, responding to and limiting the effects of an information security breach/event. The Incident Response Plan Review and Development effort will support the Customer in defining, developing, implementing and testing the procedures required when a security event occurs based on the most common and recent threats in the Customer's industry. By identifying the various stakeholders and documenting their roles throughout an Incident Management and Response process, the Customer will be able to Prepare, Detect, Analyze, Contain, Eradicate, Recover and move forward with Post-Incident Activity, which is necessary before and after a security incident.

Section 5

Statement of Work - Professional Services

In accordance with the terms and conditions of the Agreement, this Statement of Work (SOW), including all of its subsections and attachments, defines the principal activities and responsibilities of all parties for the delivery of Motorola Solutions, Inc. (Motorola) Cybersecurity services as presented in this proposal to the City of Garland (Customer).

Risk Assessment

The following Risk Assessment services are described in the subsections below.

- Cybersecurity Risk Assessment
  - Security Program Review
- Vulnerability Scan
- Firewall Review
- Physical Security Assessment

Cybersecurity Risk Assessment

The project consists of the following tasks:

- Introduction Call, Planning and Setup
- Assessment Initiation: Discovery, Key Risks, Control and Program Assessment
- Draft Security Program Risk Assessment Report
- Draft Report Review and Final Report Delivery

Step One: Introduction Call, Planning and Setup

Motorola will collaborate with the Customer's Primary Point of Contact (POC) to define the timing, confirm scope and speak through any related details related to interview scheduling with key stakeholders, relevant security program documents, coordination of project status meeting and milestone schedule, travel and/or escalation protocol required for the kick-off of the project. . During the introduction call, our cybersecurity expert will confirm which framework or standard you are seeking to align with such as:

- NIST SP 800-171r2
- NIST Cybersecurity Framework
- ISO 27001

- NIS2 Directive
- CJIS

Assessment Initiation: Discovery, Key Risks, Control Assessment

Once Motorola completes the Introduction Call, Planning and Setup phase and upon the arrival of the agreed upon assessment date(s), Motorola will conduct the Cybersecurity Risk Assessment based on the following methodology and tasks:

Step Two: Discovery

Motorola will conduct a series of remote and/or onsite interviews to understand the elements by which the Customer's cybersecurity efforts will be measured against, along with identifying the Customer's in-scope framework categories and subcategories. Through the interviews with key Customer staff, Motorola will determine the Customer's cybersecurity compliance as they relate to safeguarding or disseminating data and maintaining the availability of systems against the best practices and industry leading frameworks. Motorola will evaluate compliance with the following security disciplines:

- Asset Management
- Governance
- Remote Access
- Risk Management
- Supply Chain Management
- Identity Management and Access Control
- Awareness and Training
- Data Security and Encryption
- Maintenance
- Protective Technology
- Detection and Security Monitoring
- Incident Response, Analysis and Recovery
- Remote Access
- Business Continuity and Disaster Recovery

Key Risks

NIST's Special Publication 800 Series provides guidance for supervision and administration of an enterprise Information Security Management System. Motorola methodology includes a systematic orientation to the threat environment facing Customer's industry as well as Customer's specific business and operating environment. Motorola will determine key risk areas based on vulnerabilities, likely threats, potential impacts as identified through document reviews, interviews and industry best practices.

Control Assessment

Upon identifying the key risks for the Customer with respect to compliance and best practices, Motorola will perform a control analysis to determine the current profile of cybersecurity maturity with NIST, ISO and other industry framework requirements and create a list of Information Security

Management System program and policy gaps. Motorola will then determine the target profile based on the desired level of risk mitigation and risk appetite and outline the needed investments and rebalancing efforts to meet the target profile required to satisfy compliance with regulatory requirements and cyber industry leading practices.

Step Three: Draft Security Program Risk Assessment Report

Motorola will document the results of the Risk Assessment findings, gaps and recommendations in a written Portable Document Format (PDF) formatted report and make reasonable efforts to prioritize issues via the most pressing threats, risk areas and gaps.

Upon the completion of the Draft Report, Motorola will perform the following tasks with the Customer:

- Provide the Customer with the Draft Report for their review and analysis. During this time, Motorola will also coordinate a Draft Report Review session with the relevant stakeholders over the phone and/or internet conferencing methods.
- Review the report and findings with the Customer and discuss recommendations for mitigating the relevant risks with the Customer
- Upon completion of the Draft Report Review, Motorola will make final modifications to the report that are brought up by the Customer and deliver the Final Report back to the Customer POC to complete the project.

Scope of Activity

Motorola understands the scope of this engagement to be:

Table 5-1: Cybersecurity Risk Assessment

Activity or Focus	Description
Cybersecurity Risk Assessment	Up to fifteen (15) interviews of Customer staff knowledgeable in information security, technology management. All Information protection and security documentation such as: ● Policies, Procedures, Guidelines, Baselines and / or Standards ● Previous audits, assessments and / or regulatory reviews Environment(s) in scope: See **Table 4-1** for site listing.

Firewall Review

Motorola will review the Customer's firewall configuration files, up to three (3), to provide the following services:

- Determine whether there are any misconfigurations or security weaknesses that would allow traffic from external sources to bypass security restrictions and enter the network, as well as whether traffic is allowed to leave the network undetected.
- Perform industry best practice validations such as authentication services and settings, time synchronization, message logging, network interfaces, etc.

- Provide a report that includes an analysis of the findings, best practice comparison and recommendations, as well as recommendations of configuration changes for any weaknesses or misconfigurations.

The configuration file can be reviewed offline so no disruption to normal network activities would occur.

Physical Security Assessment

The assessment will evaluate Customer's physical safeguards. Motorola's expert will travel to Customer's location to assess the efficacy of security controls and procedures.

Requirements and Objectives

The following scope is included within this service offering:

- Physical Security:
  - Site Security Architecture Assessment
  - Perimeter Access Controls Assessment
- Sensitive Information Handling:
  - Internal sensitive information handling assessment

Service Deliverables

The following service deliverables will be provided by Motorola:

Table 3-2: Service Deliverables

Deliverable	Description
Electronic Reports	After the assessment is complete, Motorola will provide Customer with a formal report that contains: **Executive Summary:** This is a concise summary of the findings and associated recommendations targeted to a non-technical, executive audience. The executive summary shall include a maturity rating showing the current level of maturity alongside the target or desired level of cybersecurity maturity. **Technical Summary:** ● Identify several strong security practices currently in place supporting Customer's security program. ● Provide areas for improvement based on determined security risks currently facing Customer and its information security program with respect to the cyber requirements and best practices. ● Identify potential gaps between the in-scope Customer's operating environment and the cybersecurity requirements. ● Provide a control rating using the scoring methodology based on observations generated in interviews, and policies and documentation received and reviewed. ● Provide additional recommendations, roadmaps, and remediation guidance for each control in the chosen framework categories and subcategories which will assist Customer management in reaching compliance.

Deliverable	Description
Electronic Documents	After the assessment is complete, Motorola will provide the customer with the following tools to continue managing customer risk over the next 1-5 years: **System Security Plan (SSP):** A simple SSP shall be provided that outlines the assessed controls. The SSP can be maintained by the customer to show progress in **Risk Register:** A risk register outlining the discovered risks during the assessment shall be provided. The risk register can be maintained by the customer over time to show risk reduction.
Draft Review Conference Call or Presentation	A formal conference call debriefing based on the draft report before marking the report as final. Customer participants will be able to have interim question-and-answer conversations with the testers regarding their findings as well.

Incident Management and Response Preparedness Services

Incident Response Plan Review and Development

Methodology

Motorola will use industry best practices to help develop and enhance the Customer's Incident Response Plan. The Incident Response Plan will support the customer with the following phases of a cybersecurity incident as outlined by NIST 800-61r2.

Preparation

The Preparation phase documents, outlines and explains Customer's Incident Response team's roles and responsibilities, including establishing the underlying security policy which will guide the development of the Customer's Incident Response Plan.

Detection and Analysis

The Detection and Analysis phase of the Incident Response Plan involves monitoring, detecting, alerting and reporting on security events. This includes identifying known, unknown and suspect threats—those that appear malicious in nature, but not enough data is available at the time of discovery to decide either way. Criteria will also be established for the categorization of incidents as well as an escalation matrix for incidents to be reported.

Containment, Eradication and Recovery

The Containment, Eradication and Recovery phase is used to help with triaging, containing and neutralizing the security threats by isolating, shutting down or otherwise "disconnecting" infected systems from your network to prevent the spread of the cyberattack.

Additionally, incident response operations will include eliminating the threats that led to the security incident and bring affected production systems back online carefully, to prevent additional attacks.

Lessons Learned

The purpose of the Lessons Learned phase is to complete documentation that could not be prepared during the response process and investigate the incident further to identify its full scope, how it was contained and eradicated, what was done to recover the attacked systems, areas where the response team was effective and areas that require improvement.

Scope of Activity

Motorola understands the scope of this engagement to be:

- Determine the current state of the existing Customer Incident Response plans and procedures and review internal Customer objectives for the plan with the Customer's Incident Response lead.
- Assist the Customer's Incident Response lead in developing and coordinating across Customer's business units (Cyber) Security Incident Severity Classification guidance to address Customer business operations and response priorities.
- Develop a workflow that establishes key steps and considerations for a response along with highlighting key decision points for escalation and response team expansion.
- Compile or update appropriate written response procedures for addressing a range of cyber incidents or attacks to include initial actions upon detection, notification of key staff, external reporting, escalation procedures, handling public messaging, legal and regulatory considerations and identification of internal and external expertise to leverage during an incident response. Motorola will document the resulting plan in a form approved by Customer's Incident Response lead to include both restricted prescriptive form (i.e., limited distribution and used during an incident) and unrestricted informational form (i.e., identifies response framework and guidance for use with auditors and other non-operational uses).
- Determine and coordinate linkages to other Incident Response-related plans and procedures, such as corporate communications plan(s) and higher-level business continuity plans and procedures.
- Develop a glossary of industry-standard or best-practice Incident Response terms for use in instructing and educating the Customer staff.
- Instruct and educate the Customer Incident Response lead on best practices for incident response to build confidence in and advocacy for the resulting Incident Response plan.
- Assist the Customer Incident Response lead in gaining approval for the final Incident Response plan with appropriate Customer business units and security leadership.
- Instruct and educate the Customer security team and appropriate business units on the final approved Incident Response plan. Motorola proposes to do this via an on-site training event or webinar, or a combination of the two activities.

Service Deliverables

Motorola will work with the Customer to prepare an Incident Response Plan. The document will include the following details:

Electronic Documents

- Customer Incident Response Plan
  - Preparation
  - Detection and Analysis
  - Containment, Eradication and Recovery
  - Post-Incident Activity
- The Incident Response Plan may document the following items:
  - Purpose of the Plan
  - Scope and Exceptions
  - Inputs and Starting Events
  - Outputs and Completion of Events (Evidence)
  - Procedures
  - Authorities
  - Definitions
  - Links to Related Policies
  - Links to Related Procedures
  - Relevant Regulations
  - Enforcement
  - Revision and Review History
  - IT and Data Security Incident Severity Classification
  - Security Incident Response Team Roster and Contact Information
  - Additional External Contacts (Law Enforcement, Key Security Vendors, Stakeholders)
- Prioritized Incident Response Recommendations for any IR actions that are not currently planned, accounted for and/or addressed by Customer

Draft Review Conference Call or Presentation

- A formal conference call debriefing based on the draft plan before marking the plan “final.”
- Customer will be able to have interim question-and-answer conversations with Motorola regarding the Incident Response Plan.

Coordination and Assumptions

Coordination and Engagement Planning Call

Motorola recognizes the value and necessity of effective communication and ongoing collaboration with our customers throughout the life of an engagement. To ensure engagements get started off on the right track, Motorola has found it beneficial to begin with a structured engagement planning

meeting, typically by conference call. During the planning call, Motorola will facilitate a discussion of the following topics along with other engagement-specific items:

- Introduce key engagement participants.
- Establish communication protocols.
- Review scope of services and expected timelines for the delivery of services.
- Review communication, notification and issue-escalation expectations and procedures.
- Determine the frequency of method of project status meetings (i.e., in-person, conference call, online meeting, etc.).
- Discuss other Customer requests and rules of engagement.
- Discuss the involvement of the Customer's staff in the project for knowledge transfer and security.
- Review the deliverables required at completion of the project, the designated recipient and the manner in which Motorola will forward those deliverables.

Roles, Responsibilities and Assumptions

Motorola used the following assumptions during development of this SOW. Any changes to these assumptions may affect the price and schedule commitments.

- Customer will assign a knowledgeable single point of contact for all issues that require escalation/resolution.
- Customer will provide Motorola access to the Customer's place of business, technical information and facilities necessary to execute this engagement.
- Customer will ensure that appropriate personnel are available to meet with Motorola, as necessary, and provide timely response to all requests for information, revisions and resources.
- The Motorola professional working day is eight and a half hours, including reasonable time for meals. Motorola understands that occasions arise during engagements that require a longer or shorter working day. Motorola will perform the work between 8:30 a.m. and 5:00 p.m. (Customer's local time). After-hours and weekend must be explicitly identified in the Statement of Work or be otherwise specifically agreed to in writing by the parties. Motorola will request approval from Customer for any dates and times in which work will be performed.
- Motorola will always attempt to be flexible to meet Customer needs. However, we will not extend engagements to our detriment when delays result from the Customer's inability to reasonably meet stated prerequisites agreed to prior to an engagement, nor when delays result from Customer personnel not being reasonably available to provide required support.

Estimated Project Timeline

Milestones and Deliverables	Proposed Timeline
Risk Assessment ● Cybersecurity Risk Assessment ● Firewall Review ● Physical Security Assessment	Begin based on Customer authorization.
Phase 1 – Information Exchange Motorola and Customer will set specific assessment and deliverable dates, review information on infrastructure required for assessment, and exchange contact information.	Week One
Phase 2 – Active Assessment Active assessment will take place based on agreed to schedule.	Weeks Two, Three
Phase 3 – Report Writing and QA Draft reports written and QA of reports performed prior to delivery to Customer.	Weeks Four, Five
Phase 4 – Draft Reports Delivered Draft report delivered to Customer. Reviewed by Customer prior to Draft Report review call.	Week Six, Seven
Phase 5 – Draft Report Review and Final Report Delivered Motorola and Customer discuss findings, recommendations and review reports. Motorola will make any required adjustments to the draft report and return to Customer as a final report.	Week Eight

Milestones and Deliverables	Proposed Timeline
Incident Management and Response ● Incident Response Plan Review and Development	Begin based on Customer authorization
Phase 1 – Information Gathering Motorola and Customer will determine Customer expectations and Incident Response scope by Identifying risks, regulatory, contractual, industry and other requirements. Motorola will assess Customer's current state of incident response, including security policies, procedures and practices. Motorola will interview key stakeholders during the information gathering phase.	Week One
Phase 2 – Develop Incident Response Plan Motorola will document response procedures for addressing a range of cyber incidents or attacks.	Weeks Two, Three
Phase 3 – Exercise Execution During the exercise Motorola will facilitate and control two to three Incident Response scenarios.	Weeks Four, Five
Phase 4 – Draft and Final Review Motorola will provide a draft plan to client for review. Upon approval of draft, Motorola will provide final copy of Incident Response Plan.	Week Six

Responsibilities

Motorola Responsibilities

- **Project Lead.** Motorola will assign a project lead to oversee the engagement, interface with Customer's project management team and provide project status as needed during the assessment.
- **Experienced and Senior Security Professional.** Motorola will provide one Cybersecurity subject matter expert who will:
  - Conduct a kick-off meeting with Customer to identify the scope of the assessment.
  - Conduct the elements of the in-scope activities with the assistance of Customer's technical point of contact.
  - Conduct an off-site analysis of the data collected and generate the final report.
  - Motorola will provide one (1) PDF electronic copy of the presentation to the Customer.
- **Recommended Assessment Sites/Locations.** All site locations must be within a 70-mile radius or additional charges will be assessed. Motorola resources will perform a physical inspection and technical evaluation on the number of sites listed in Table 4-1: Customer Site Information.
  - Motorola may perform inspections and technical evaluations of additional sites if they can be completed within the time allotted for the in-scope site visit.
- **Deliverables.** Motorola will provide the following deliverables as an output of the in-scope activity:
  - **Cybersecurity assessment report and accompanying presentation**. The report and any accompanying presentations outlines the findings of the cybersecurity assessment and provides an overview of the cybersecurity risk posture.
  - **Single Report** – Motorola will provide one (1) comprehensive cybersecurity risk assessment report for assessments included in the statement of work for this proposal. Deviations can be accommodated if mutually agreed upon by the customer and Motorola Solutions.

Customer Responsibilities

- **Confirmation of Scope.** Customer will receive and must acknowledge in writing the Cybersecurity Professional Service Statement of Work provided by Motorola prior to initiating the service.
- **Kickoff Support**. Customer will participate in the kickoff meeting, which identifies the scope of the assessment.
- **Contacts.** Customer will appoint at least one (1) primary contact, including a project manager, and one (1) technical point of contact who are trained and knowledgeable of the project objectives to assist Motorola's project lead and Motorola's security engineer and answer any technical or business process questions. Customer's partners, consultants or any third parties involved in the project shall likewise provide access to their resources, and shall not restrict access by Motorola to Customer resources.
- **Reasonable Access to Resources.** Customer will provide reasonable access to necessary resources as requested by the project manager, including access to the applicable facilities, network equipment and systems. Where access directly by the Motorola security engineer is not

permissible, Customer must provide the necessary technical expertise to acquire the necessary data or information for Motorola.

- **Reasonable Access to Information.** Customer will provide Motorola with reasonable access to any information necessary to facilitate the project. Such requests may include site plans, facility layout, network topography or other documentation. Where access directly by the Motorola engineer is not permissible, customer must provide the necessary technical expertise to acquire the necessary data or information for Motorola.
- **Site Conditions.** Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and Occupational Safety and Health Administration (OSHA) standards (or relevant national governance body equivalent).
- **Customer Review.** Customer will review project documentation as it is received to provide feedback for appropriate and timely discussions and changes.
- **On-Site Services.** Customer and Motorola will agree on the dates and times associated with Motorola's on-site activities. Customer will provide the necessary access and resources, as described above, throughout those periods.
- **Access to Workspace, Telephone and Internet.** Customer will provide access to workspace, telephone and Internet connectivity to Motorola during the project. This access will be used solely for purposes of project execution.
- **Physical Access on-Site.** Customer will provide any escort, badges, security personnel, labor resources or other necessary assistance to enable Motorola's access to required work areas on site. Customer is responsible for all costs associated with availability and use of these resources.
- **Third-Party Equipment, Software and Services.** Unless specifically provided by Motorola's service delivery team described herein, Customer is responsible for all third-party services, equipment and software associated with this service.
- **Project Changes.** Customer will communicate schedule changes for tasks or phase events to the Motorola project lead. Customer understands such changes may lead to additional costs for which Customer will be responsible.

Section 6

Limitations and Exclusions

This section applies to all cybersecurity services contained in the Statement of Work. Managed Detection and Response does NOT include services to perform physical containment and/or remediation of confirmed security incidents, remote or onsite. The Customer may choose to purchase additional Incident Response professional services to assist in the creation of and/or execution of a Customer's Incident Response Plan.

Motorola's scope of services does not include responsibilities relating to recovery of data available through the products or services, or remediation or responsibilities relating to the loss of data, ransomware, or hacking.

Service Limitations

Cybersecurity services are inherently limited and will not guarantee that the Customer's system will be error-free or immune to security breaches as a result of any or all of the services described in this SOW. Motorola does not warrant or guarantee that this service will identify all cybersecurity incidents that occur in the Customer's system. Services and deliverables are limited by, among other things, the evolving and often malicious nature of cyber threats, conduct/attacks, as well as the complexity/disparity and evolving nature of Customer computer system environments, including supply chains, integrated software, services, and devices. To the extent we do offer recommendations in connection with the services, unless otherwise stated in the Statement of Work, our recommendations are necessarily subjective, may or may not be correct, and may be based on our assumptions relating to the relative risks, priorities, costs and benefits that we assume apply to you.

Processing of Customer Data in the United States and/or Other Locations

Customer understands and agrees that data obtained, accessed, or utilized in the performance of the services may be transmitted to, accessed, monitored, and/or otherwise processed by Motorola in the U.S. and/or other Motorola operations globally. Customer consents to and authorizes all such processing and agrees to provide, obtain, or post any necessary approvals, consents, or notices that may be necessary to comply with applicable law.

Customer and Third-Party Information

Customer understands and agrees that Motorola may obtain, use and/or create and use, anonymized, aggregated and/or generalized Customer Data, such as data relating to actual and potential security threats and vulnerabilities, for its lawful business purposes, including improving its services and sharing and leveraging such information for the benefit of Customer, other customers, and other interested parties. For avoidance of doubt, so long as not specifically identifying the Customer,

Customer Data shall not include, and Motorola shall be free to use, share and leverage security threat intelligence and mitigation data generally, including without limitation, third party threat vectors and IP addresses (i.e., so long as not defined as personal information under applicable law), file hash information, domain names, malware signatures and information, information obtained from third party sources, indicators of compromise, and tactics, techniques, and procedures used, learned or developed in the course of providing Services, which data shall be deemed Service Use Data (i.e., Motorola data).

Third-Party Software and Service Providers, Including Resale

Motorola may use, engage, license, resell, interface with or otherwise utilize the products or services of third-party processors or sub-processors and other third-party software, hardware, or services providers (such as, for example, third-party endpoint detection and response providers). Such processors and sub-processors may engage additional sub-processors to process personal data and other Customer Data. Customer understands and agrees that the use of such third-party products and services, including as it relates to any processing or sub-processing of data, is subject to each respective third-party's own terms, licenses, End User License Agreements (EULA), privacy statements, data processing agreements and/or other applicable terms.

Motorola disclaims any and all responsibility for any and all loss or costs of any kind associated with security events. Motorola disclaims any responsibility for customer use or implementation of any recommendations provided in connection with the services. Implementation of recommendations does not ensure or guarantee the security of the systems and operations evaluated.

Section 7

Proposal Pricing

Pricing Summary

Motorola pricing is based on the services and solutions presented. The addition or deletion of any component(s) may subject the total solution price to modifications. **Pricing is valid until July 31, 2026 and is contingent upon all nine GMRS partner cities signing their individual Notice to Proceed (NTP) documents. Service deployment will not commence until executed NTPs have been received from all nine GMRS partner cities.**

ASTRO MDR Base Pricing: Years 1 - 3

Years	Core Only	Garland	Mesquite	Rowlett	Sachse	Seagoville	Highland Park	Univ Park	Forney	Terrell	Totals
Y1 Firm - Base	$100,155.90	$48,870.82	$46,268.13	$28,892.83	$6,908.28	$5,565.31	$21,908.45	$24,077.36	$19,670.18	$5,565.31	**$307,882.57**
After Discount	$82,628.62	$40,318.43	$38,171.21	$23,836.58	$5,699.33	$4,591.38	$18,074.47	$19,863.82	$16,227.90	$4,591.38	**$254,003.12**
Y2 Firm - Base	$104,162.13	$50,825.65	$48,118.85	$30,048.55	$7,184.61	$5,787.92	$22,784.79	$25,040.46	$20,456.98	$5,787.92	**$320,197.86**
After Discount	$85,933.76	$41,931.16	$39,698.05	$24,790.05	$5,927.30	$4,775.03	$18,797.45	$20,658.38	$16,877.01	$4,775.03	**$264,163.23**
Y3 Firm - Base	$108,328.62	$52,858.68	$50,043.61	$31,250.49	$7,471.99	$6,019.44	$23,696.18	$26,042.08	$21,275.26	$6,019.44	**$333,005.79**
After Discount	$89,371.11	$43,608.41	$41,285.98	$25,781.65	$6,164.39	$4,966.04	$19,549.35	$21,484.72	$17,552.09	$4,966.04	**$274,729.78**
ASTRO MDR Totals	**$312,646.65**	**$152,555.15**	**$144,430.59**	**$90,191.87**	**$21,564.88**	**$17,372.67**	**$68,389.42**	**$75,159.90**	**$61,402.42**	**$17,372.67**	**$961,086.22**
ASTRO MDR Totals After Discount	**$257,933.49**	**$125,858.00**	**$119,155.24**	**$74,408.28**	**$17,791.02**	**$14,332.45**	**$56,421.27**	**$62,006.92**	**$50,657.00**	**$14,332.45**	**$792,896.13**

ASTRO MDR Renewal Pricing: Years 4 - 7

Years	Core Only	Garland	Mesquite	Rowlett	Sachse	Seagoville	Highland Park	Univ Park	Forney	Terrell	Totals
Y4 - Renewal	$70,939.88	$47,483.03	$45,972.38	$27,844.57	$4,531.95	$3,021.30	$21,944.93	$23,203.81	$19,427.18	$3,021.30	**$267,390.33**
After Discount	$58,525.40	$39,173.50	$37,927.21	$22,971.77	$3,738.86	$2,492.57	$18,104.57	$19,143.14	$16,027.42	$2,492.57	**$220,597.02**
Y5 - Renewal	$73,780.09	$49,384.10	$47,812.97	$28,959.37	$4,713.40	$3,142.27	$22,823.53	$24,132.81	$20,204.98	$3,142.27	**$278,095.79**
After Discount	$60,868.57	$40,741.88	$39,445.70	$23,891.48	$3,888.56	$2,592.37	$18,829.41	$19,909.57	$16,669.11	$2,592.37	**$229,429.03**
Y6 - Renewal	$76,731.54	$51,359.64	$49,725.65	$30,117.85	$4,901.95	$3,267.97	$23,736.55	$25,098.21	$21,013.25	$3,267.97	**$289,220.58**
After Discount	$63,303.52	$42,371.70	$41,023.66	$24,847.23	$4,044.11	$2,696.08	$19,582.65	$20,706.02	$17,335.93	$2,696.08	**$238,606.98**
Y7 - Renewal	$79,802.82	$53,415.37	$51,715.99	$31,323.35	$5,098.16	$3,398.77	$24,686.64	$26,102.80	$21,854.33	$3,398.77	**$300,797.00**
After Discount	$65,837.33	$44,067.68	$42,665.69	$25,841.76	$4,205.98	$2,803.99	$20,366.48	$21,534.81	$18,029.82	$2,803.99	**$248,157.53**
ASTRO MDR Totals	**$301,254.33**	**$201,642.14**	**$195,226.99**	**$118,245.14**	**$19,245.46**	**$12,830.31**	**$93,191.65**	**$98,537.63**	**$82,499.74**	**$12,830.31**	**$1,135,503.70**
ASTRO MDR Totals After Discount	**$248,534.82**	**$166,354.76**	**$161,062.26**	**$97,552.24**	**$15,877.51**	**$10,585.01**	**$76,883.11**	**$81,293.54**	**$68,062.28**	**$10,585.01**	**$936,790.56**

Professional Services Pricing: Year 1

Description	Price
Incident Response Plan Review and Development	$20,160.00
Risk Assessment Standard	$30,080.00
Professional Services Discount	-$50,240.00
Professional Services Total After Discount	**$0.00**

NOTE: Travel and expenses are included.

The Total Contract Value for ASTRO MDR and Professional Services is: $2,146,829.92.

The Total Contract Value for ASTRO MDR and Professional Services AFTER Discount is: $1,729,686.69.

Due to significant market and tariff volatility, as well as fluctuations in the cost of energy and raw materials including, but not limited to, steel, copper, finished wood, and concrete, Motorola Solutions reserves the right to equitably adjust the contract price, completion schedule, and/or contract requirements. Additionally, Motorola Solutions reserves the right to apply a fuel surcharge to quoted freight rates based on the prevailing diesel cost at the time of shipment.

Payment Schedule & Terms

Period of Performance

The initial MDR subscription period of the contract will extend seven (7) years from the Commencement Date of Service on October 1, 2026.

Professional Services will begin approximately three (3) months after contract execution and are contingent upon completion of any related equipment/installation configuration. The project will follow the general schedule shown in the **Estimated Project Timeline** section. The period of performance shall be completed 12 months after kick-off, or may be extended if agreed to in writing by both parties.

Term

The Term of the contract begins on the Commencement Date of Service and remains in effect until the expiration of the initial period so specified.

Billing

Upon acceptance of this proposal by the Customer, Motorola will invoice the Customer annually in advance of each year beginning October 1, 2026, according to the Pricing table above.

Thereafter, Motorola will invoice the Customer annually, in advance for (a) the Services to be performed (as applicable); and (b) any other charges incurred as agreed upon between the parties during the term of the subscription.

Customer will make payments to Motorola within thirty (30) days after receipt of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a United States financial institution.

INFLATION ADJUSTMENT. For multi-year agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

Tax

Unless otherwise noted, this proposal excludes sales tax or other applicable taxes (such as Goods and Services Tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.

Notice to Proceed

This proposal is contingent upon all nine GMRS partner cities signing their individual Notice to Proceed (NTP) documents which will reference this proposal. The NTP documents will serve as authorization for Motorola Solutions to place an order and invoice for the cybersecurity equipment and services as referenced herein for the purchase price listed above, subject to the terms and conditions of the Texas Department of Information Resource Agreement (DIR-CPO-5433).

Title and Risk of Loss to Equipment shall pass to Customer upon shipment from Motorola. Unless otherwise agreed by the parties in writing, shipment will be made in a manner determined by Motorola. The NTP will take precedence with respect to conflicting or ambiguous terms.

Customer affirms that execution of this Agreement and NTP documents from all GMRS partner cities is the only Notice to Proceed that Motorola will receive for the term of this Agreement. Customer will not issue a purchase order or other funding documentation in order to pay Motorola per this Agreement. Customer affirms funding has been encumbered for this order in accordance with applicable law and will pay all proper invoices as received from Motorola solely against this Agreement.

Notwithstanding any term or requirement in this section or proposal to the contrary, subject to the receipt of fully executed Notice to Proceed (NTP) documents from all nine GMRS partner cities as required by the Proposal, Motorola agrees to grant the Customer a limited, revocable, non-exclusive license to begin Phase 1 (Service Onboarding) through Phase 3 (System Buildout and Deployment) as detailed in the Statement of Work, prior to October 1, 2026, or the go-live service start date, if later. This early access is granted solely to facilitate the installation of Endpoint Detection and Response (EDR) agents, log collection buildouts, and the thirty (30) day baseline tuning window.

Customer explicitly acknowledges and agrees that the pre-PO deployment and tuning period constitutes a non-operational phase, specifically that (i) Motorola's Security Operations Center (SOC) is not actively monitoring the Customer's environment, hunting threats, or triaging system alerts during this phase; and (ii) all Service Level Agreements (SLAs), response time goals, and operational warranties detailed in Section 3 of the SOW are suspended and inapplicable until October 1, 2026, or the go-live service start date, if later.

Motorola disclaims any and all liability for security incidents, data breaches, ransomware, undetected threats, or uncontained alerts occurring within the Customer's network prior to October 1, 2026, or the go-live service start date, if later.

Invoicing and Shipping Addresses

Invoices will be sent to Customer at the following address:	
Name:	
Address:	
Phone:	

Email:	
Address of Ultimate Destination for Equipment to be Delivered to Customer:	
Name:	
Address:	
Equipment Shipped to Customer at the following address:	
Name:	
Address:	
Phone:	

Section 8

Contractual Documentation

PRODUCTS AND SERVICES AGREEMENT		
This Products and Services Agreement (this "**Agreement**") is entered into between **Motorola Solutions Inc.,** ("**Seller**" or "**Motorola**") and the entity set forth in section I(b) ("**Customer**") as of the date last signed below ("Effective Date"). Seller and Customer will each be referred to herein as a "**Party**" and collectively as the "**Parties**".		
I.	**Seller and Customer Information**	
(a)	Seller	Motorola Solutions, Inc.
(b)	Customer	Name: City of Garland Address: 1490 Highway 66, Garland, TX Contact: Mr. Eric Smith, IT Radio Communications Manager
II.	**Transaction Details**	
(a)	Proposal	Proposal No.: 26-214269 Date: June 17, 2026 Motorola will provide Customer with the products and services set forth in the proposal dated above (the "Proposal"), a copy of which is attached hereto and incorporated herein.
(b)	Pricing	Pricing for products and services being purchased by Customer is set forth in the Proposal.
(c)	Terms and Conditions	The Parties acknowledge and agree that the terms of the Texas Department of Information Resources Agreement DIR-CPO-5433 (the "Contract"), including all applicable addenda, are incorporated herein and shall apply to the products and services provided to Customer as set forth in the Proposal. A copy of the Contract is available upon request.
III.	**Entire Agreement**	
This Agreement, including the Proposal and any terms and conditions referenced herein, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document, and the terms of this Agreement will take precedence.		

DIR Disclaimers

This proposal is subject to the Texas DIR-CPO-5433 contract and the DIR disclaimers attached.

- **Data Location**
  Disclaimer: Data for the State of Texas Customer may be exported by Provider if (1) access is needed for internal business purposes such as processing orders or invoices to Poland, or (2) access to Customer Data is necessary to enable third tier development support personnel located outside of the United States to perform fixes or other remedial services associated with the products and services purchased hereunder.

- **Product Accessibility**
  Disclaimer: Motorola provides products geared towards law enforcement professionals in their day-to-day operations and as such, our mobile video products are provided to work in and be supported in that environment. This Agreement encompasses a large variety of products, and as such accessibility for mobile video products may vary based on its environment and function, as such the accessibility requirements in this section shall not apply to Mobile Video Products. To the extent that accessibility standards could be applicable and/or commercially feasible for the applicable products and their environment, the DIR agencies may request that Motorola either provide the most recent VPAT assessment (if available) or respond to an accessibility information request within a reasonable timeframe.

- **Limitation of Liability**
  Disclaimer: The liability for damages in any claim or cause of action arising under or related to the Purchase Order contemplated herein shall not exceed two times (2x) the total value of the Purchase Order. Such value includes all the amounts paid and amounts to be paid over the life of the Purchase Order to Motorola by Customer as described in the Purchase Order.

- **License Agreement Term and Termination**
  Disclaimer: Licensee's right to use the Software and Documentation will begin when a signed purchase order is issued and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola. Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

  Disclaimer: Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

TO: City Council

FROM: Gail French, Finance Director

DATE: September 14, 2026

ITEM: 15

DESCRIPTION: Consider a Resolution adopting the City of Seagoville Investment Policy for fiscal year 2026-2027.

INTRODUCTION

The purpose of this item is to discuss and consider approving a Resolution of the City Council of the City of Seagoville, adopting the Investment Policy.

BACKGROUND

The City is required, under Chapter 2256 of the Texas Government Code, to annually adopt, by resolution, a formal written Investment Policy governing the investment of public funds. Attached is Exhibit “A”, the Investment Policy.

RECOMMENDATION

Staff recommends approval.

ATTACHMENTS

1. RES - FY 2027 Investment Policy

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, ADOPTING THE CITY OF SEAGOVILLE INVESTMENT POLICY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City is required, under Chapter 2256 of the Texas Government Code, to annually adopt, by resolution, a formal written Investment Policy governing the investment of public funds; and

WHEREAS, the City Council has determined that the Investment Policy attached hereto as Exhibit "A" should be adopted;

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

SECTION 1. The City of Seagoville Investment Policy, attached hereto as Exhibit "A," is hereby adopted by the City Council of the City of Seagoville, Texas to govern investment of public funds for fiscal year 2026-2027.

SECTION 2. This Resolution shall take effect on the 1st day of October, 2026.

DULY PASSED by the City Council of the City of Seagoville, Texas, on the 14th day of September, 2026.

APPROVED:

_____
Dennis K. Childress, Mayor

ATTEST:

_____
Sara Egan, City Secretary

APPROVED AS TO FORM:

_____
Victoria W. Thomas, City Attorney

EXHIBIT A

CITY OF SEAGOVILLE, TEXAS

INVESTMENT POLICY

September 2026

CITY OF SEAGOVILLE, TEXAS
INVESTMENT POLICY

PREFACE

It is the policy of the City of Seagoville (the “City”) that after allowing for the anticipated cash flow requirements of the City and giving due consideration to the safety and risks of investments, all available funds shall be invested in conformance with these legal and administrative guidelines to obtain a market rate of return.

Effective cash management is recognized as essential to good fiscal management. An active cash management and investment policy will be pursued to take advantage of investment interest as a viable and material source of revenue for City funds. The City’s portfolio shall be designed and managed in a manner responsive to the public trust and consistent with state and local law. The City will invest public funds in a manner that will provide the highest rate of return with the maximum security while meeting the daily cash flow demands of the City.

The City is required under the Public Funds Investment Act (Chapter 2256 of the Texas Government Code) to adopt a formal written Investment Policy for the investment of public funds. These policies serve to satisfy the statutory requirement (including but not limited to the Public Funds Investment Act, Chapter 2256 of the Texas Government Code [PFIA] and the Public Funds Collateral Act, Chapter 2257 of the Texas Government Code) to define, adopt and review a formal investment strategy and policy.

CITY OF SEAGOVILLE
INVESTMENT POLICY
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1. PURPOSE. The purpose of this investment policy (the "Policy") is to set forth specific investment policy and strategy guidelines for the City in order to achieve the goals of safety and liquidity and achieve a market rate of return in all investment activities. On an annual basis, the City Council shall review the investment strategy and policy and shall approve Policy revisions, if any, by formal resolution.

2. SCOPE. The Investment Policy shall govern the investment of all financial assets considered to be part of the City entity, managed as separately invested assets and includes the following funds or fund types:
General Fund – used to account for resources traditionally associated with government, which are not required to be accounted for in another fund.
Special Revenue Funds – used to account for the proceeds from specific revenue sources which are restricted to expenditures for specific purposes.
Debt Service Fund – used to account for resources to be used for the payment of principal, interest and related costs on general obligation debt.
Capital Projects Funds – used to account for resources to enable the acquisition or construction of major capital facilities which are not financed by enterprise funds, internal service funds, or trust funds.
Enterprise Funds – used to account for operations that are financed and operated in a manner similar to private business enterprises.
This policy does not include funds governed by approved trust agreements, or assets administered for the benefit of the City by outside agencies under retirement or deferred compensation programs. Additionally, bond funds (including debt service and reserve funds) are

governed by bond ordinances and are subject to the provisions of the Internal Revenue Code and applicable federal regulations governing the investment of bond proceeds.

3. INVESTMENT STRATEGY. The City maintains a comprehensive and proactive cash management program that is designed to monitor and control all City funds to ensure maximum utilization and yield a market rate of return. The basic and underlying strategy of this program is that all of the City's funds are earning interest. It is the responsibility and obligation of the City to maintain a flexible approach and be prepared to modify the investment strategy as market conditions dictate. The investment strategy described is predicated on conditions as now exist and are subject to change. The investment strategy emphasizes low credit risk, diversification, and the management of maturities. The strategy also considers the expertise and time constraints of the investment officers. The allowable investment instruments as defined in Section 6 of this Policy reflect the avoidance of credit risk. Diversification refers to dividing investments among a variety of securities offering independent returns. This strategy uses local government investment pools to achieve diversification (PFIA 2256.005 (b)(3). The management of maturities refers to structuring the maturity dates of the direct investments so that investments mature as cash needs require.

3.1 The primary investment strategy and objectives of the City as specified in this Policy (See Section 4.) are listed below, in their order of importance:

- Safety and preservation of principal (PFIA 2256.005(b)(2);
- Maintenance of sufficient liquidity to meet operating needs (PFIA 2256.005 (b)(2); and
- Achieve a market rate of return on the investment portfolio (PFIA 2256.005 (b)(3)

3.2 The list of investments authorized by this Policy intentionally excludes some investments allowed by state law. The restrictions limit possible credit risk and provide the maximum measure of safety. Within the investment objectives, the investment strategy is to utilize authorized investments for maximum advantage to the City. To increase the interest earnings for funds identified as being available for investment over longer periods of time based upon a cash requirements projection, the City will consider the following strategies:

3.2.1 **Strategy No. 1. - Diversification** Diversifying the City's investment opportunities through the use of local government investment pools as authorized by the City Council. An investment pool is an entity created to invest public funds jointly on behalf its' participants and whose investment objectives in order of priority match those objectives of the City. Funds are usually available from investment pools on a same-day basis, meaning the pools have a high degree of liquidity. Because of the size and expertise of their staff, investment pools are able to prudently invest in a variety of the investment types allowed by state law. In this manner, investment pools achieve diversification. Funds that may be needed on a short-term basis but that are in excess of the amount maintained at the depository bank are available for deposit in investment pools.

3.2.2 **Strategy No. 2. - Ladder** Building a ladder of Investment Policy authorized securities with staggered maturities for all or part of the longer-term investable funds. The benefits of this ladder approach include the following:

- It is straight-forward and easily understood;
- It represents a prudent diversification method;
- All investments remain within the approved maturity horizon;

- It will normally allow the City to capture a reasonable portion of the yield curve; and

- It provides predictable cash flow with scheduled maturities and reinvestment opportunities.

3.2.3. **Strategy No. 3. – Investment Management Firm** At this time, the City does not use an investment management firm. Should the City determine a need, the following strategy will apply:

Pursuant to the Public Funds Investment Act (Texas Government Code 2256.003(4)(b), the City may, at its discretion, contract with an investment management firm registered under the Investment Advisors Act of 1940 (15 U.S.C. Section 80b-1 et seq.) or with the State Securities Board to provide for investment and non-discretionary management of its public funds or other funds under its control.

An appointed Investment Advisor shall act solely in an advisory and administrative capacity, within the guidelines of this Investment Policy. At no time shall the advisor take possession of securities or funds or otherwise be granted discretionary authority to transact business on behalf of the City. Any contract awarded by the City Council for investment advisory services may not exceed two years, with an option to extend by mutual consent of both parties (PFIA 2256.003(4)(b).

Duties of the Investment Advisor shall include, but not be limited to, assistance in purchasing securities, securities clearance, producing required reports, pricing the portfolio, performing due diligence on broker/dealers, market monitoring and economic review.

Any Investment Advisor contracted by the City shall abide by the *Prudent Expert Rule*, whereby investment advice shall, at all times, be given with the judgment and care, under circumstances then prevailing, which persons paid for their special prudence, discretion and intelligence in such matters exercise in the management of their client's affairs, not for speculation by the client or production of fee income by the advisor or broker, but for investment by the client with emphasis on the probable safety of the capital while considering the probable income to be derived.

3.2.4. **Strategy No. 4. – Fund Investment Strategy** The City will maintain portfolio(s) that utilize four specific investment strategy considerations designed to address the unique characteristics of the fund group(s) represented in the portfolio(s):

3.2.4.1 Investment strategies for general fund and enterprise funds have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. The secondary objective is to create a portfolio that will experience minimal volatility during economic cycles through diversification by security type, maturity date and issuer. All security types, as authorized by this policy, are considered suitable investments for the aforementioned funds.

3.2.4.2 Investment strategies for debt service funds shall have as the primary objective the assurance of investment liquidity adequate to cover the debt service obligation on the required payment date(s). These funds have predictable payment schedules. Therefore investment maturities shall not exceed the anticipated cash flow requirements.

3.2.4.3 Investment strategies for debt service reserve funds shall have as the primary objective the ability to generate a dependable revenue stream to the appropriate debt service fund. Managing the Debt Service Reserve Fund's portfolio maturities to not exceed the call provisions of the bond issue will reduce the investment's market risk if the City's bonds are called and the reserve fund liquidated. No investment maturity shall exceed the final maturity of the bond issue.

3.2.4.4 Investment strategies for special projects or capital projects funds will have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. Market conditions and arbitrage regulations will influence the investment of capital project funds.

3.2.5 **Strategy No. 5 - Hold until Maturity.** The strategy of the City is to maintain sufficient liquidity in its portfolio so that it does not need to sell a security prior to maturity. Should it become necessary to sell a security prior to maturity, where the sale proceeds are less than the current book value, the prior written consent of the City Manager must be obtained. Securities may be sold prior to maturity by the Investment Officer at or above their book value at any time. The result of all sales of securities prior to maturity shall be reported to the City Manager within two business days of the sale. The report shall provide the amount of proceeds from the sale, including accrued interest to the date of sale, less the current book value and the dollar amount of gain on the sale.

3.2.6 **Strategy No. 6 - Depository Bank Relationships.** This Policy shall further seek to maintain good depository bank relationships while minimizing the cost of banking services. The City will seek to maintain a depository contract that will be managed to a level that minimizes the cost of the banking relationship to the City, while allowing the City to earn an appropriate return on idle demand deposits.

3.2.7 **Strategy No. 7 - Maximizing Investable Cash Balances.** Procedures shall be established and implemented in order to maximize investable cash by decreasing the time between the actual collection and the deposit of receipts, and by the controlling of disbursements.

4. INVESTMENT OBJECTIVES. Funds of the City shall be invested in accordance with all applicable Texas statutes, this Policy and any other approved, written administrative procedures. The four objectives of the City's investment activities shall be as follows (in the order of priority):

4.1 **Suitability.** Understanding the suitability of the investment to the financial requirements of the City is important. Any investment eligible in the Investment Policy is suitable for all City funds.

4.2 **Safety of Principal.** Safety of principal invested is the foremost objective in the investment decisions of the City. Each investment transaction shall seek to ensure the preservation of capital in the overall portfolio. The risk of loss shall be controlled by investing only in authorized securities, as defined in this Policy, by qualifying the financial institutions with whom the City will transact business and through portfolio diversification. Safety is defined as the undiminished return of the principal on the City's investments.

4.3 **Liquidity.** The investment portfolio shall be managed to maintain liquidity to ensure that funds will be available to meet the City's cash flow requirements and by investing in securities with active secondary markets. Investments shall be structured in such a manner as will provide the liquidity necessary to pay obligations as they become due. A security may be liquidated prior to its stated maturity to meet unanticipated cash requirements, or to otherwise favorably adjust the City's portfolio, in accordance with Section 2.2.5 above.

4.4 **Marketability.** Securities with active and efficient secondary markets are necessary in the event of an unanticipated cash requirement.

4.5 **Diversification.** Investment maturities shall be staggered throughout the budget cycle to provide cash flow based on the anticipated needs of the City. Diversifying the appropriate maturity structure will reduce market cycle risk.

4.6 **Market Rate-of-Return (Yield).** The City's investment portfolio shall be designed to optimize a market rate-of-return on investments consistent with risk constraints and cash flow requirements of the portfolio. The investment portfolio shall be managed in a manner that seeks to attain a market rate of return throughout budgetary and economic cycles. The City will not attempt to consistently attain an unrealistic above market rate-of-return, as this objective will subject the overall portfolio to greater risk. Therefore, the City's rate of return objective is secondary to those of safety and liquidity. Rate of return (yield) is defined as the rate of annual income return on an investment, expressed as a percentage.

5. INVESTMENT RESPONSIBILITY. As provided in this policy, the daily operation and management of the City's investments are the responsibility of the following person(s).

5.1 **Delegation of Authority.** The City Manager and the Director of Finance are authorized to deposit, withdraw, invest, transfer or manage in any other manner the funds of the City. Management responsibility for the investment program is hereby delegated to the Director of Finance, who shall establish written procedures for the operation of the investment program, consistent with this Policy. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions. All persons involved in investment activities will be referred to in this Policy as "Investment Officers", pursuant to Texas Government Code 2256.005(f) . No persons may engage in an investment transaction except as provided under the terms of this Policy and the procedures established by the Director of Finance. The Director of Finance shall be responsible for all transactions undertaken, and shall establish a system of controls to regulate the activities of subordinate Investment Officials. The system of controls shall be designed to provide reasonable assurance that the assets of the City are protected from loss, theft or misuse. The concept of reasonable assurance recognizes that:

(1) the cost of a control should not exceed the benefits likely to be derived; and

(2) the valuation of costs and benefits requires estimates and judgments by management.

Commitment of financial and staffing resources in order to maximize total return through active portfolio management shall be the responsibility of the City Council.

5.2 **Prudence.** The standard of prudence to be applied by the Investment Officer shall be the "prudent person" rule (as set forth in Texas Government Code 2256.006(a-b), which states, "investments shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived." In determining whether the Investment Officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration the following:

5.2.1 the investment of all funds over which the Investment Officer had responsibility rather than a consideration as to the prudence of a single investment; and

5.2.2 whether the investment decision was consistent with the written investment Policy and procedures of the City.

5.3 **Due Diligence.** The Investment Officer acting in accordance with written policies and procedures and exercising due diligence, shall not be held personally responsible for a specific security's credit risk or market price changes, provided that these deviations are reported in a timely manner and that appropriate action is taken to control adverse developments.

5.4 **Ethical Standards and Conflicts of Interest.** All City Investment Officers having a direct or indirect role in the investment of City funds shall act as custodians of the public trust avoiding any transaction which might involve a conflict of interest, the appearance of a conflict of interest, or any activity which might otherwise discourage public confidence. Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair the ability to make impartial investment decisions. An Investment Officer who has a personal business relationship with the depository bank or with any entity seeking to sell an investment to the City shall file a statement disclosing that personal business interest. An Investment Officer has a personal business relationship with a business organization if any one of the following three conditions are met:

a. The Investment Officer owns 10% or more of the voting stock or shares of the business organization or owns $5,000 or more of the fair market value of the business organization.

b. Funds received by the Investment Officer from the business organization exceed 10% of the investment officers' gross income for the prior year.

c. The Investment Officer has acquired from the business organization during the prior year investments with a book value of $2,500 or more for their personal account (Texas Government Code 2256.005 (i)(1-3).

5.5 An Investment Officer who is related within the second degree of affinity or consanguinity to an individual seeking to sell an investment to the City shall file a statement disclosing that relationship. A statement required under this subsection must be filed with the Texas Ethics Commission and the City Council.

5.6 **Investment Training.** The Investment Officers shall attend at least one training session of at least ten (10) hours relating to the officer's responsibility under the Public Funds Investment Act within twelve (12) months after assuming duties, and attend an investment training session not less than once every two years, receiving an additional eight (8) hours of training. Such training from an independent source shall be approved by the City Council and endorsed by one or more of the following entities: the Government Finance Officers Association of Texas, the Government Treasurers Organization of Texas, the Texas Municipal League, the North Central Texas Council of Governments, or the University of North Texas Center for Public Management (Texas Government Code 2256.008).

6. AUTHORIZED INVESTMENTS. As stated previously, safety of principal is the primary objective in investing public funds and can be accomplished by limiting two types of risk — credit risk and interest rate risk. Credit risk is the risk associated with the failure of a security issuer or backer to repay principal and interest in full. Interest rate risk is the risk that the value of a portfolio will decline due to an increase in the general level of interest rates. In order to provide for safety of principal as the City's primary objective, only certain investments are authorized as acceptable investments for the City. The following list of authorized investments for the City intentionally

excludes some investments authorized by law. These restrictions are placed in order to limit possible risk and provide the maximum measure of safety to City funds.

6.1 **Authorized and Acceptable Investments.** The authorized list of investment instruments are as follows:

(1) Obligations (including letters of credit) of the United States or its agencies and instrumentalities.

(2) Direct obligations of the State of Texas, or its agencies and instrumentalities.

(3) Other obligations, the principal of and interest on which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the State of Texas or the United States or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States.

(4) Collateralized Certificates of Deposit. A certificate of deposit issued by a depository institution that has its main office or a branch office in the state and is:

- guaranteed or insured by the Federal Deposit Insurance Corporation or its successor or the National Credit Union Share Insurance Fund or its successor;

- secured by obligations that are described by Section 2256.009(a) of the Public Funds Investment Act, including mortgage backed securities directly issued by a federal agency or instrumentality, but excluding those mortgage backed securities of the nature described in Section 2256.009(b) of the Act; or

- secured in any other manner and amount provided by law for deposits of the City.

  This depository shall act as the custodian for the various certificates on behalf of the City.

(5) Eligible Local Government Investment Pools. Public funds investment pools which invest in instruments and follow practices allowed by the current law as defined in Section 2256.016 of the Texas Government Code, provided that:

- the investment pool has been authorized by the City Council;

- the pool shall have furnished the Investment Officer an offering circular containing the information required by Section 2256.016(b) of the Texas Government Code;

- the pool shall furnish the Investment Officer investment transaction confirmations with respect to all investments made with it;

- the pool shall furnish to the Investment Officer monthly reports containing the information required under Section 2256.016(c) of the Texas Government Code;

- the pool is continuously rated no lower than “AAA” or “AAA-m” or an equivalent rating by at least one nationally recognized rating service;

- the pool marks its portfolio to market daily;

- the pool's investment objectives shall be to maintain a stable net asset value of one dollar ($1.00); and

- the pool's investment philosophy and strategy are consistent with this Policy.

(6) Regulated No-Load Money Market Mutual Funds. These investments are authorized, under the following conditions:

- the money market mutual fund is registered with and regulated by the Securities and Exchange Commission;

- the fund provides the City with a prospectus and other information required by the Securities Exchange Act of 1934 or the Investment Company Act of 1940;

- the fund has a dollar-weighted average portfolio maturity of ninety (90) days or less;

- the investment objectives include the maintenance of a stable net asset value of one dollar ($1.00) per share; and

- the fund is continuously rated no lower than "AAA" or an equivalent rating by at least one nationally recognized rating service.

  The City may not invest funds under its control in an amount that exceeds 10% of the total assets of any individual money market mutual fund.

(7) Repurchase Agreements, Reverse Repurchase Agreements, Bankers' Acceptances; Commercial Paper. These investments are authorized for the City only to the extent that they are contained in the portfolios of approved public funds investment pools in which the City invests, or as otherwise provided below.

- The direct investment in reverse repurchase agreements, bankers' acceptances, and commercial paper by the City is not authorized.

- Fully flexible repurchase agreements are authorized in this Policy, to the extent authorized under the Public Funds Investment Act (Texas Government Code 2256.001). The use of flex repos shall be limited to the investment of bond proceeds and the maturity date of any such agreement shall not exceed the expected proceeds draw schedule.

6.2 **Investment Instruments NOT Authorized.** The following instruments are eligible for investment by local government according to state law, but they have been intentionally prohibited for the City by this Policy: mortgage-related obligations, guaranteed investment contracts, options, financial futures contracts and, day trading of long-term securities. In addition to these restricted investments, state law specifically prohibits investment in the following securities:

(1) Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal.

(2) Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest.

(3) Collateralized mortgage obligations that have a stated final maturity date of greater than ten years.

(4) Collateralized mortgage obligations, the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

7. DIVERSIFICATION. Diversification of investment instruments shall be utilized to avoid incurring unreasonable risks resulting from over-concentration of investments in a specific maturity, a specific issue, or a specific class of securities. With the exception of U.S. Government securities, as authorized in this Policy, and authorized local government investment pools, no more than fifty percent (50%) of the total investment portfolio will be invested in any one security type. Diversification of the portfolio considers diversification by maturity dates and diversification by investment instrument.

7.1 **Diversification by Maturities.** The longer the maturity of investments, the greater their price volatility. Therefore, it is the City's policy to concentrate its investment portfolio in shorter-term securities in order to limit principal risks caused by change in interest rates. The City will attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the City will not directly invest in securities maturing more than two (2) years from the date of purchase. However, the above described obligations, certificates, or agreements may be collateralized using longer date instruments. The City shall diversify the use of investment instruments to avoid incurring unreasonable risks inherent in over-investing in specific instruments, individual financial institutions or maturities. Maturity scheduling shall be managed by the Investment Officer so that maturities of investments shall be timed to coincide with projected cash flow needs.

7.2 **Diversification by Investment Instrument.** Diversification by investment instrument shall not exceed the following guidelines for each type of instrument:

	Percentage of Portfolio (Maximum)
U.S. Treasury Obligations	100%
U.S. Government Agency Securities and Instrumentalities of Government-Sponsored Corporations	80%
Authorized Local Government Investment Pools	100%
Fully Collateralized Certificates of Deposit	50%
SEC-Regulated No-Load Money Market Mutual Funds	10%

7.3 The City shall invest local funds in investments yielding a market rate-of-return while providing necessary protection of the principal consistent with the operating requirements of this section or written policies.

8. AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS. At this time, the City does use Brokers or Dealers. Should the City determine a need for additional brokers or dealers, the following procedures and requirements will apply:

Financial institutions (federally insured banks) with and through whom the City invests shall be state or national banks domiciled in this state. No public deposit shall be made except in a qualified public depository as established by state laws. Brokers/Dealers authorized to provide investment services to the City may include only those authorized by the City Council. All banking

services will be governed by a depository contract awarded by the City Council. In addition, the Director of Finance shall maintain a list of authorized security brokers/dealers, and investment pools that are authorized by the City Council.

8.1 All financial institutions with whom the City does business must supply the following as appropriate: (1) audited financial statements; (2) proof of National Association of Securities Dealers (NASD) certification; (3) proof of state registration and completed broker/dealer questionnaire; (4) certification of having read the City's investment policy signed by a qualified representative of the organization, acknowledging that the organization has implemented reasonable procedures and controls in an effort to preclude imprudent investment activities arising out of investment transactions conducted between the City and the organization.

8.2 An annual review of the financial condition and registration of qualified bidders will be conducted by the Director of Finance. The review may include, but is not limited to, review of rating agency reports, review of call reports, and analyses of management, profitability, capitalization, and asset quality. Financial institutions and brokers/dealers desiring to conduct business with the City shall be required to provide any financial data requested by the City Manager or the Investment Officer. Upon completion of the annual review by the Director of Finance, the financial institutions and brokers/dealers desiring to conduct business with the City shall be approved by the City Council.

8.3 Selection criteria for federally insured financial institutions shall include the following: (1) the financial institution must be insured by the FDIC and (2) the financial institution must be incorporated under the laws of the State of Texas or of the United States of America.

8.4 The Investment Officer of the City is responsible for monitoring the investments made by a financial institution and/or broker/dealer to determine that they are in compliance with the provisions of the Investment Policy.

9. DELIVERY VERSUS PAYMENT. It is the policy of the City that all security transactions entered into with the City shall be conducted on a **"DELIVERY VERSUS PAYMENT"** (DVP) basis through the Federal Reserve System. By doing this, City funds are not released until the City has received, through the Federal Reserve wire, the securities purchased. The City shall authorize the release of funds only after receiving notification from the safekeeping bank that a purchased security has been received in the safekeeping account of the City. The notification may be oral, but shall be confirmed in writing (Texas Government Code 2256.005(b)(4)(e)).

10. COMPETITIVE BIDDING. It is the policy of the City to require competitive bidding for all individual security purchases and sales, excluding transactions with money market mutual funds, local government investment pools and when issued (new) securities, which are deemed to be made at prevailing market rates.

11. SAFEKEEPING AND COLLATERALIZATION.

11.1 **Safekeeping.** All securities owned by the City shall be held by its safekeeping agent, except the collateral for bank deposits. The collateral for bank deposits will be held in the City's name in the bank's trust department, or alternatively, in a Federal Reserve Bank account in the City's name, or a third-party bank, at the City's discretion. Original safekeeping receipts shall be obtained and held by the City. The City shall contract with a bank or banks for the safekeeping of securities either owned by the City as part of its investment portfolio or held as collateral to secure time deposits.

11.2 **Collateralization.** Consistent with the requirements of the Public Funds Collateral Act, it is the policy of the City to require full collateralization of all city funds on deposit with a depository bank. The market value of the investments securing the deposit of funds shall be

at least equal to the amount of the deposits of funds reduced to the extent that the deposits are insured by the Federal Deposit Insurance Corporation (FDIC). Securities pledged as collateral shall be held in the City's name, in a segregated account at the Federal Reserve Bank/Federal Home Loan Bank or by an independent third party with whom the City has a current custodial agreement. The agreement is to specify the acceptable investment securities as collateral, including provisions relating to possession of the collateral, the substitution or release of investment securities, ownership of securities, and the method of valuation of securities. The safekeeping agreement must clearly state that the safekeeping bank is instructed to release purchased and collateral securities to the City in the event the City has determined that the depository bank has failed to pay on any matured investments in certificates of deposit, or has determined that the funds of the City are in jeopardy for whatever reason, including involuntary closure or change of ownership. A clearly marked evidence of ownership, e.g., safekeeping receipt, must be supplied to the City and retained by the City. The Investment Officer must be notified in writing of release of collateral or substitution of securities. Financial institutions serving as City depositories will be required to sign a "Depository Agreement" with the City and the City safekeeping agent. The collateralized deposit portion of the agreement shall define the City's rights to collateral in the event of default, bankruptcy, or closing and shall establish a perfected security interest in compliance with Federal and State regulations, including:

- the Agreement must be in writing;

- the Agreement has to be executed by the Depository and the City contemporaneously with the acquisition of the asset;
- the Agreement must be approved by the Board of Directors of the Loan Committee of the Depository and a copy of the meeting minutes must be delivered to the City; and

- the Agreement must be part of the Depository's "official record" continuously since its execution.

11.2.1 The City may accept the following securities as collateral for bank deposits (V.T.C.A., Government Code, Section 2256.001, et. seq, formerly Article 842a-2, Section 2, V.T.C.S., as amended);

- FDIC and FSLIC insurance coverage;
- A bond, certificate of indebtedness, or Treasury Note of the United States, or other evidence of indebtedness of the United States that is guaranteed as to principal and interest by the United States;
- Obligations, the principal and interest on which are unconditionally guaranteed or insured by the State of Texas;
- A bond of the State of Texas or of a county, city, or other political subdivision of the State of Texas having been rated as investment grade (investment rating no less than "A" or its equivalent) by a nationally recognized rating agency with a remaining maturity of ten years or less;
- Surety Bonds that meet the requirements of the Public Funds Investment Act; or
- Federal Home Loan Bank Letters of Credit as defined by Chapter 116, Subchapter C of the Local Government Code and by Chapter 726, Acts of the 67th Legislature, Regular Session, 1981 (Article 2529b-1, Vernon's Texas Civil Statutes).

11.2.2 For certificates of deposit and other evidences of deposit, collateral shall be at 102% of market or par, whichever is lower. The market value of collateral will always equal or exceed the principal plus accrued interest of deposits at financial institutions.

11.2.2Financial institutions, with which the City invests or maintains other deposits, shall provide monthly, and as requested by the Investment Officer, a listing of the collateral pledged to the City, marked to current market prices. The listing shall include total pledged securities itemized by name, type, description, par value, current market value, maturity date, and Moody's or Standard & Poor's rating, if applicable. The City and the financial institution shall jointly assume the responsibility for ensuring that the collateral is sufficient. All collateral shall be subject to inspection and audit by the Director of Finance, or designee, as well as the City's independent auditors.

12. INTERNAL CONTROL. The Director of Finance shall establish a system of written internal controls, which shall be reviewed annually by independent auditors. The controls shall be designed to prevent loss of public funds due to fraud, error, misrepresentation, unanticipated market changes, or imprudent actions. The internal controls are to be reviewed annually in conjunction with an external independent audit. This review will provide assurance of compliance with policies and procedures as specified by this Policy. The City, in conjunction with its annual financial audit, shall perform a compliance audit of management controls and adherence to the City's established investment policy.

13. PERFORMANCE. The City's investment portfolio shall be designed to obtain a market rate of return on investments consistent with risk constraints and expected cash flow of the City. The benchmark for performance that is appropriate for the City's cash flow cycle will be TexPool (a local government investment pool).

14. REPORTING. The Director of Finance shall submit a signed quarterly investment report that summarizes current market conditions, economic developments and anticipated investment conditions. The report shall summarize investment strategies employed in the most recent quarter, and describe the portfolio in terms of investment securities, maturities, risk characteristics, and shall explain the total investment return for the quarter.

14.1 Annual Report. Within 60 days of the end of the fiscal year, the Director of Finance shall present an annual report on the investment program and investment activity. This report may be presented as a component of the fourth quarter report to the City Manager and City Council. The reports prepared by the Director of Finance shall be formally reviewed at least annually by an independent auditor, and the result of the review shall be reported to the City Council by that auditor.

14.2 Methods. The quarterly investment report shall include a succinct management summary that provides a clear picture of the status of the current investment portfolio and transactions made over the past quarter. This management summary will be prepared in a manner that will allow the City to ascertain whether investment activities during the reporting period have conformed to the investment policy. The report will be prepared in compliance with generally accepted accounting principles. The report will be provided to the City Manager and City Council. The report will include the following:

- A listing of individual securities held at the end of the reporting period. This list will include the name of the fund for which each individual investment was acquired;

- Unrealized gains or losses resulting from appreciation or depreciation by listing the beginning and ending book and market value of securities for the period. Market values

shall be obtained from financial institutions or portfolio reporting services independent from the broker/dealer from which the security was purchased;

- Additions and changes to the market value during the period;
- Fully accrued interest for the reporting period;
- Average weighted yield to maturity of portfolio on entity investments as compared to applicable benchmarks;
- Listing of investments by maturity date;
- The percentage of the total portfolio which each type of investment represents; and
- Statement of compliance of the City's investment portfolio with State Law and the investment strategy and policy approved by the City Council.

15. INVESTMENT POLICY ADOPTION AND AMENDMENT. The City's Investment Policy shall be adopted and amended by resolution of the City Council only. The City's written policies and procedures for investments are subject to review not less than annually to stay current with changing laws, regulations and needs of the City. Any changes or modifications to this Investment Policy, if any, shall be approved, and adopted by a formal resolution of the City Council.

GLOSSARY OF TERMS

The Investment Policy contains specialized and technical terminology that is unique to cash management and investment activities. The following glossary of terms is provided to assist in understanding these terms.

Affinity. Related through marriage.

Agencies. See U.S. Agency securities.

Bankers' Acceptances. A draft or bill of exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill, as well as the issuer. When discounted and sold in the secondary market, bankers' acceptances become a short-term investment alternative.

Book Value. The cost of a security as recorded in the City's accounting records. For purposes of evaluating a sale of a security, it is a function of the original cost, the amortization of premium or discount, and the accrued interest. Specifically, it is the face value of the security plus the accrued interest plus any unamortized premium or minus any unamortized discount. Book value is often compared to market value, which is defined below.

Broker. A person or company that, for a fee or commission, brings buyers and sellers of securities together.

Certificate of Deposit. A time deposit with a specific maturity evidenced by a certificate.

Collateral. In general, assets which one party pledges as a guarantee of performance. Specifically, securities pledged by a bank to secure deposits of public monies. In the event of bank failure, the securities become the property of the public entity.

Collateralized Mortgage Obligations (CMO's). Securities based on a pool of home mortgages.

Commercial Paper. An unsecured promissory note issued primarily by corporations for a specific amount and maturing on a specific day. The maximum maturity for commercial paper is 270 days, but most frequently maturities do not exceed 30 days. Almost all commercial paper is rated by a rating service.

Consanguinity. Related by blood.

Coupon. The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value. Also, a certificate attached to a bond indicating interest due on a payment date.

Credit Risk. The uncertainty that the principal amount of an investment will be returned without loss of value to the default of the borrower.

CUSIP. A unique security identification number assigned to securities maintained and transferred on the Federal Reserve book-entry system.

Dealer. A person or company that endeavors to profit from buying and selling investments for its own account.

Delivery Versus Payment (DVP). A method of delivering securities that requires the simultaneous exchange of the security and the payment. It provides a safeguard against paying for securities before they are received.

Demand Deposits. Deposits at a financial institution that are available to the depositor upon the depositor's demand.

Depository Bank. The primary bank of the City. The relationship between the depository bank and the City is governed by state law and by a depository contract that is approved by the City Council.

Discount. The difference between the cost price of a security and its value at maturity when quoted at lower than face value. A security selling below original offering price shortly after sale is also considered to be at a discount.

Discount Securities. Non-interest bearing money market instruments that are issued at a discount and redeemed at maturity for full face value, e.g., U.S. Treasury Bills.

Diversification. The strategy of dividing investments among a variety of securities offering independent risks and yields. Diversification lessens the likelihood of losing the entire portfolio of investments and averages yields among the investment alternatives.

Discount. The difference between the cost of a security and its value at maturity, in cases where the cost is less than the value at maturity.

Federal Deposit Insurance Corporation (FDIC). A federal agency that insures bank deposits.

Federal Funds Rate. The rate of interest at which Federal funds are traded. This rate is currently set by the Federal Reserve through open-market operations.

Federal Home Loan Banks (FHLB). Created in 1932, this system consists of 12 regional banks, which are owned by private member institutions and regulated by the Federal Housing Finance Board. Functioning as a credit reserve system, it facilitates extension of credit through its owner members. Federal Home Loan Bank issues are joint and several obligations of the 12 Federal Home Loan Banks.

Federal Home Loan Mortgage Corporation (FHLMC or Freddie Mac). A stockholder-owned corporation that provides a continuous flow of funds to mortgage lenders, primarily through developing and maintaining an active nationwide market in conventional mortgages.

Federal National Mortgage Association (FNMA or Fannie Mae). FNMA, a federal corporation, is the largest single provider of residential mortgage funds in the United States. It is a private stockholder-owned corporation. The corporation's purchases include a variety of adjustable mortgages and second loans in addition to fixed-rate mortgages. FNMA's securities are also highly liquid and are widely accepted.

Fully Flexible Repurchase Agreement ("flex repo"). A specialized contract designed for the short-term investment of proceeds available from the sale of municipal bonds, notes and certificates. Flex repos allow for incremental repurchases, with the buyer/issuer (the City) retaining the right to force the seller to repurchase all, or a portion of, the sold securities held under repurchase agreement, at any time before the maturity date of the agreement, at a fixed rate for the life of the agreement.

Hold Until Maturity. This investment strategy is intended to avoid interest rate risk by maintaining ownership of an investment until it matures. At maturity, the face value of the security is received, but in some cases where a security is sold before maturity, less than the face value and the book value is received. Please see interest rate risk defined below.

Interest Rate Risk. The uncertainty of the return of principal on fixed rate securities that are sold prior to maturity. When interest rates rise, the market value of fixed rate securities decreases.

Internal Control. Policies and procedures that are established to provide reasonable assurance that specific government objectives are achieved and that assets are safeguarded.

Investment. The purchase of securities which, upon analysis, promise safety of principal and a satisfactory return. These factors distinguish investment from speculation.

Investment Objective. The aim, goal or desired end of action of the investment activity.

Investment Pool. An entity created to invest public funds jointly on behalf of the entities that participate in the pool and whose investment objectives in order of priority are safety, liquidity, and yield. (Sometimes called Local Government Investment Pool.)

Investment Strategy. The overall plan or method proscribed to achieve the investment objectives of the City.

Laddered Maturity. An investment strategy whereby investments are purchased to mature at regular intervals.

Liquidity. The measure of an investment’s ability to be converted quickly and easily into cash without a substantial loss of value.

Local Government Investment Pool. See **Investment Pool**.

Market Rate of Return. A general term referring to the approximate interest rate that could be earned by an investor in a specific maturity range at any given point in time. For example, an investor seeking to earn a "market rate of return" while maintaining an investment portfolio with an average maturity of 90 days, would hope to earn approximately the same as a three-month agency discount note. If the investor earns a rate much higher than this, it might signal an inappropriate level of risk.

Market Risk. The uncertainty of the value of the City's portfolio arising from changes in the market conditions of investment securities.

Market Value. The price, including accrued interest, at which a security is trading for which it can be readily sold or purchased.

Maturity. The date upon which the principal or stated value of an investment becomes due and payable.

Money Market Mutual Fund. A mutual fund that purchases short-term debt instruments, such as Treasury Bills, commercial paper, and bankers' acceptances, and which strives to maintain a stable net asset value of $1.00.

Mutual Fund. Investment companies that sell shares to investors, offering investors diversification and professional portfolio management. Prices generally fluctuate with the performance of the fund.

Net Asset Value. The ratio of the market value of the portfolio divided by the book value of the portfolio.

Par. The value of a security as expressed on its face (face value) without consideration of a discount or premium.

Pledge. The grant of a collateral interest in investment securities by the depository bank as assurance of the safety of City deposits.

Pooled Fund Group. The combination of various accounts and funds of the City in a single, internally-created investing entity.

Portfolio. The collection of securities held by an investor.

Principal. The capital sum of an investment, as distinguished from interest.

Premium. The difference between the cost price and the face value at maturity in cases where the cost price is higher than the face value.

Rate-of-Return. See **Yield**.

Repurchase Agreement (REPO). An investment arrangement in which the holder of a security sells that security to an investor (the City) with an agreement to repurchase the security at a fixed price and on a fixed date.

Reverse Repurchase Agreement. An investment arrangement by which the City sells a security to a third party, such as a bank or broker/dealer, in return for cash and agrees to repurchase the instrument from the third party at a fixed price and on a fixed date. The City would then use the cash to purchase additional investments. This type of investment is prohibited in the City's portfolio, except to the extent used by local government investment pools with which the City invests.

Safekeeping. An arrangement whereby a bank holds securities and other valuables for protection in exchange for a fee.

Safety. The assurance of the undiminished return of the principal of the City's investments and deposits.

Secondary Market. A market for the purchase and sales of outstanding securities following their initial distribution.

SEC Rule 15C3-1 (Uniform Net Capital Rule). Security and Exchange Commission requirement that member firms and nonmember broker/dealers in securities maintain a maximum ratio of indebtedness to liquid capital of 15 to 1.

Security. A financial instrument that signifies an ownership interest, the right to an ownership interest, or creditor status.

Security Risks. The uncertainty of the value of a security dependent on its particular qualities.

Time Deposits. Deposits at the depository bank that are not due and payable until a specific date.

United States Agency Securities. Debt instruments issued by an executive department, an independent federal establishment, or a corporation or other entity established by Congress which is owned in whole or in part by the United States of America.

United States Treasury Securities. Debt instruments issued by the Treasury of the United States. **Treasury Bills** are issued for short-term borrowings (less than one year); **Treasury Notes** are issued for mid-term borrowings (Two - ten years); **Treasury Bonds** are issued for long-term borrowings (over ten years).

Yield. The rate of annual income return on an investment, expressed as a percentage.

TEXAS PUBLIC FUNDS INVESTMENT ACT
CERTIFICATION BY BUSINESS ORGANIZATION [SAMPLE]

CITY OF SEAGOVILLE, TEXAS

This certification is executed on behalf of the City of Seagoville, Texas (the "City"), and _____ (the "Business Organization"), pursuant to the Public Funds Investment Act, Chapter 2256, Texas Government Code (the "Act") in connection with investment transactions conducted between the City and the Business Organization.

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of the Business Organization that:

1. The undersigned is a Qualified Representative of the Business Organization offering to enter an investment transaction with the Investor as such terms are used in the Public Funds Investment Act, Chapter 2256, Texas Government Code; and

2. The Qualified Representative of the Business Organization has received and reviewed the Investment Policy furnished by the City; and

3. The Qualified Representative of the Business Organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the Business Organization and the City that are not authorized by the City's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of the City's entire portfolio or requires an interpretation of subjective investment standards.

Qualified Representative of Business Organization

Firm: _____

_____
Signature

Printed Name: _____

Title: _____

Date: _____

Current Authorized Dealers:
American National Bank
Home Bank
TexPool
TexStar
MultiBank Securities
LOGIC

TO: City Council

FROM: Gail French, Finance Director

DATE: September 14, 2026

ITEM: 16

DESCRIPTION: Consider adopting the City of Seagoville's Financial Policy for fiscal year 2026-2027.

INTRODUCTION

The purpose of this item is to discuss and consider approving City of Seagoville's Financial Policies for Fiscal 2026-2027.

BACKGROUND

Financial Policies constitute the framework upon which the City conducts its financial operations and builds the annual budget. The attached policies are consistent with those enacted in prior years and include no current revisions. The purpose of the City's financial policies is to provide guidelines to enable City staff to achieve a long-term stable financial condition while conducting daily operations and providing services to the community. The scope of the policies covers accounting, auditing, financial reporting, internal controls, fiscal, financial condition and reserves, revenue management, expenditure control and capital financing/debt management. As an integral part of the annual budget and commencement of the fiscal year, Council is asked to reaffirm its commitment to the City's financial policies.

RECOMMENDATION
Recommend approval.

ATTACHMENTS
1. FY 2027 Financial Policy

City of Seagoville
Financial Policies

Purpose Statement

The policies set forth below provide guidelines to enable the City staff to achieve a long-term, stable financial condition while conducting daily operations and providing services to the community. The City Manager and senior management follow these policies while developing the annual operating budget. The scope of these policies covers accounting, auditing, financial reporting, internal controls, fiscal, financial condition and reserve, revenue management, expenditure control and capital financing/debt management.

The long-range policies regarding financial management are as follows:

1. Exercise a discipline which allows the City to retain a sound financial condition.
2. Give recognition to the community's needs and ability to pay.
3. Strive to retain the best possible rating on bonds.

Accounting, Auditing and Financial Reporting

Accounting – The City's Director of Finance is responsible for establishing the chart of accounts and for properly recording financial transactions.

External Auditing – The City will be audited annually by outside independent accountants (auditors). The auditors must be a CPA firm and must demonstrate experience in the field of local government auditing. They must conduct the City's audit in accordance with generally accepted auditing standards and be knowledgeable in the Government Finance Officers Association (GFOA) Certificate of Achievement Program. The City will follow a five year rotation of outside independent auditors. The audited financial statements should be prepared within 180 days after the close of the fiscal year.

External Financial Reporting – The City will prepare and publish an Annual Comprehensive Financial Report (ACFR). The ACFR will be prepared in accordance with generally accepted accounting principles and will be presented annually to the Government Finance Officers Association (GFOA) for evaluation and awarding of the Certificate of Achievement for Excellence in Financial Reporting.

Interim Reporting – The Finance Department will prepare and issue timely reports on the City's fiscal status to the Mayor/Council and staff. This includes the following:

1. Monthly budget status reports to the City Manager and all Department Heads
2. Mid Year status report and fiscal year end projection of major funds (General and Water & Sewer funds)
3. Quarterly financial reports to Mayor and Council

Internal Controls

Written Procedures – The Director of Finance is responsible for developing written guidelines on accounting, cash handling and other financial matters which will be approved by the City Manager. The Finance Department will assist Department Directors, as needed, in tailoring such guidelines to fit each department's requirements.

Department Directors' Responsibility – Each Department Director is responsible to the City Manager to ensure that proper internal controls are followed throughout his or her department, that all guidelines on accounting and internal controls are implemented and that all independent auditor control recommendations are addressed.

Fiscal

Balanced Budget – Current available unrestricted operating revenue shall be sufficient to support current operating expenditures. Temporary shortages, or operating deficits, can and do occur, but they are not tolerated as extended trends. Measures are developed to provide additional revenue and/or reduced expenditures to eliminate operating deficits.

Long Range Planning – The budget process will be coordinated to identify major policy issues for City Council consideration in advance of the budget approval date so that proper decision analysis can be made.

Fixed Assets – Such assets will be reasonably safeguarded, properly accounted for and prudently used. The fixed asset inventory will be updated regularly.

Cash Management – The City's cash flow will be managed to maximize the investable cash in accordance with the City's investment policy.

Financial Condition and Reserve

Reserve Accounts – The General Fund unreserved undesignated fund balance should be adequate to handle unexpected decreases in revenues and a reasonable level for extraordinary unbudgeted expenditures. The General Fund balance policy should also be flexible enough to allow the City to weather economic downturns without raising taxes and/or reducing vital services. The General Fund is required to maintain a minimum 60-day reserve of budgeted expenditures.

City Enterprise Funds will compensate the General Fund for the general and administrative services thereby provided such as management, finance and personnel. The City will adopt annual utility rates which will generate revenues sufficient to cover operating expenses and meet the legal requirements of bond covenants. Rates will also fund adequate capital replacement of water distribution and sewerage collection systems. The Water and Sewer Fund is required to maintain a minimum of 60 days of budgeted expenses. These reserves are needed to protect against the possibility of temporary revenue shortfalls or unpredicted one-time expenditures.

Should either the General Fund reserve or the Water and Sewer Fund reserve fall below the minimum reserve requirement, revenue raising measurers or expenditure reductions will be implemented to return the General Fund reserve and the Water and Sewer Fund reserve to the minimum level no later than the end of the following fiscal year.

Reserves (fund balance) will be used only for emergencies or to reduce balances in excess of current guidelines (60 days for the General Fund and 60 days for the Water and Sewer Fund), as long as they are spent for non-recurring items.

Revenue Management

Revenue Diversification – A diversified and stable revenue system will be maintained to shelter the City from short run fluctuations in any one revenue source.

Fees and Charges – The City will maximize utilization of user charges in lieu of property taxes for services that can be individually identified and where the costs are directly related to the level of service. There will be periodic review of fees and charges to ensure that fees provide adequate coverage of costs of service.

Use of One-time Revenues – One-time revenues will be used only for one-time expenditures. The City will avoid using temporary revenues to fund mainstream services.

Use of Unpredictable Revenue – The City will try to understand its revenue sources and enact consistent collection policies so that assurances can be provided that the revenue base will materialize according to budgets and plans. Use of unpredictable revenue will depend upon management's determination whether the revenue is considered a one-time revenue or will recur annually.

Sufficiency – The benefits of revenue shall exceed the cost of producing the revenue.

Grants – Any potential grants shall be examined for matching requirements so that the source and availability of these funds may be determined before the grant application is made.

Utility Rates – The City shall review and adopt utility rates that shall generate revenues required to fully cover operating expenditures, meet the legal restrictions of all applicable bond covenants, and provide for an adequate level of working capital needs.

Expenditure Control

Appropriations – The City Manager's level of budgetary control is at the fund level for all funds. Modifications within a respective fund's operating categories (materials, supplies and services) and/or modifications within the personnel and capital categories may be made with the approval of the City Manager. When a budget amendment among funds is necessary, it must be approved by the City Council.

Purchasing – All purchases shall be in accordance with both the City's purchasing policy and state law.

Prompt Payment – All invoices will be paid upon 30 days of receipt in accordance with state law. Procedures will be used to take advantage of all cost-effective purchase discounts. Payments will be processed to maximize the City's investable cash.

Department Directors' Responsibility - Each Department Director is held accountable for meeting program objectives and monitoring the use of budget funds expended to ensure compliance with the annual appropriated budget approved by the City Council.

Capital Financing and Debt Management

Debt Capacity, Issuance and Management – Long term debt will not be used for operating purposes. Capital projects financed through bond proceeds shall be financed for a period not to exceed the useful life of the project. When

appropriate, self-supporting revenues will pay debt service in lieu of property taxes. The Debt Service current fiscal year debt requirement shall not exceed debt service property tax, self-supporting revenue and balances carried forward from the prior year. Unspent capital project proceeds are transferred to debt service at the completion of the capital project.

The Finance Department will monitor all City debt annually with the preparation of the annual budget. The Finance Department will diligently monitor the City's compliance to its bond covenants. The Finance Department will maintain ongoing communications with bond rating agencies about the City's financial condition and follow a policy of full disclosure on every financial report. The City has and will continue to retain a Financial Advisor in connection with any debt issuance.

NOTE:
Adopted by Council September 14, 2026

TO: City Council

FROM: Gail French, Finance Director

DATE: September 14, 2026

ITEM: 17

DESCRIPTION: Conduct a public hearing to receive citizen input on the proposed tax rate of $0.769910 per $100 valuation, which is greater than the no new revenue tax rate calculated by the Dallas County Tax Assessor/Collector of $0.707260 per 100 and not greater than the voter-approval tax rate of .769911 per $100. This rate will raise more revenue from property taxes than last year's budget by an amount of $1,718,112.

INTRODUCTION

Conduct a public hearing to receive citizen input on the proposed tax rate of $0.769910 per $100 valuation.

BACKGROUND

This is the only public hearing to receive citizen input on the proposed tax rate of $0.769910 per $100 valuation, which is greater than the no new revenue tax rate calculated by the Dallas County Tax Assessor/Collector of $0.707260 per 100 and not greater than the voter-approval tax rate of .769911 per $100. This rate will raise more revenue from property taxes than last year's budget by an amount of $$1,718,112.

TO: Mayor and City Council

FROM: Kirk McDaniel, Director of Economic Development

DATE: September 14, 2026

ITEM: 18

DESCRIPTION: Discuss and consider an Ordinance approving and authorizing the issuance and sale of the City of Seagoville, Texas Special Assessment Revenue Bonds, Series 2026 (Stonehaven Public Improvement Disitrict Improvement Area #3 Project) in an aggregate principal of $5,975,000; approving and authorizing an indenture of trust, a bond purchase agreement, a limited offering memorandum, a continuing disclosure agreement, and other documents in connection therewith.

INTRODUCTION

Discuss and consider an Ordinance approving and authorizing the issuance and sale of the City Of Seagoville, Texas Special Assessment Revenue Bonds, Series 2026 (Stonehaven Public Improvement District Improvement Area #3 Project) in an approximate aggregate principal of $5,975,000; approving and authorizing an Indenture of Trust, A Bond Purchase Agreement, A Limited 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.

BACKGROUND

Stonehaven IA#3 represents the final phases of the Stonehaven Development, Phase 4 and Phase 6. The Developer is actively working to complete the infrastructure for those phases, and anticipates completing it by the end of the year. The City previously entered into a Development Agreement with the Developer for a Public Improvement District. This item represents the final issuance of PID Bonds for the PID. The proceeds of the bonds will be used to reimburse the Developer for the cost of the public infrastructure.

RECOMMENDATION

Staff recommends approval

FINANCIAL IMPACT

The PID Bonds are backed solely from the Assessment on the Property, and not by the General Fund.

ATTACHMENTS

1. ORD - Bond Ordinance - Stonehaven PID IA #3
2. Service and Assessment Plan

Ordinance No. _____

AN ORDINANCE APPROVING AND AUTHORIZING THE ISSUANCE AND SALE OF THE CITY OF SEAGOVILLE, TEXAS SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026 (STONEHAVEN PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #3 PROJECT) IN AN AGGREGATE PRINCIPAL OF $5,975,000; APPROVING AND AUTHORIZING AN INDENTURE OF TRUST, A BOND PURCHASE AGREEMENT, A LIMITED 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 Seagoville, Texas (the "City"), pursuant to and in accordance with the terms, provisions and requirements of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code (the "PID Act"), has previously established the Stonehaven Public Improvement District (the "District"); and

WHEREAS, pursuant to the Act, the City Council published notice and held a public hearing regarding the levy of special assessments on properties within Improvement Area #3 of the District (the "Improvement Area #3 Assessments) and at that public hearing adopted an ordinance levying the Improvement Area #3 Assessments (the "Improvement Area #3 Assessment Ordinance"); and

WHEREAS, in the Improvement Area #3 Assessment Ordinance approved on June 16, 2025, the City Council approved and accepted an amended and restated service and assessment plan (the "Service and Assessment Plan") relating to the District and levied the Improvement Area #3 Assessments against the Improvement Area #3 Assessment Roll (as defined and described in the Improvement Area #3 Assessment Ordinance). Capitalized terms used in this preamble and not otherwise defined shall have the meaning assigned thereto in the Service and Assessment Plan; and

WHEREAS, the City Council desires to issue its assessment revenue bonds in accordance with the Act, as amended, such bonds to be entitled "City of Seagoville, Texas Special Assessment Revenue Bonds, Series 2026 (Stonehaven Public Improvement District Improvement Area #3 Project)" (the "Bonds"), with such Bonds being payable solely from the Improvement Area #3 Assessments and other assets comprising the Trust Estate (defined in the Indenture, as defined herein); and

WHEREAS, the City Council has found and determined that it is in the best interests of the citizens of the City to issue the Bonds in a single series, such series to be payable solely from and secured by the Improvement Area #3 Assessments and other assets comprising the Trust Estate; and

WHEREAS, the City is authorized by the PID Act to issue its revenue bonds payable from the Improvement Area #3 Assessments for the purposes of (i) paying or reimbursing a portion of the Actual Costs of the Improvement Area #3 Improvements, (ii) funding the Bond Reserve Account of the Reserve Fund, and (iii) paying the costs of issuance of the Bonds; and

WHEREAS, the City Council has found and determined to (i) approve the issuance of the Bonds, (ii) approve the form, terms and provisions of an indenture of trust securing the City's Bonds authorized hereby, (iii) approve the form, terms and provisions of a Bond Purchase Agreement between the City and the purchasers of the Bonds, (iv) approve a Limited Offering Memorandum, (v) approving an update to the Service and Assessment Plan, and (v) approve a Continuing Disclosure Agreement relating to the Bonds; 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; and

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF THE CITY OF SEAGOVILLE, 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 of Trust. (a) The issuance of the Bonds in the principal amount of $_____ for the purpose of providing funds for (i) paying or reimbursing a portion of the Actual Costs of the Improvement Area #3 Improvements, (ii) funding the Bond Reserve Account of the Reserve Fund, and (iii) paying the costs of issuance of the Bonds.

(b) The Bonds shall be issued and secured under an indenture of trust, the form, terms and provisions of which are hereby approved in the substantially final form presented at this meeting of that certain Indenture of Trust (the "Indenture"), dated as of September 1, 2026, between the City and Wilmington Trust, National Association, 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 City Manager of the City, such approval to be evidenced by the execution and delivery of the Indenture. The Mayor of the City is hereby authorized and directed to execute the Indenture and the City Secretary is hereby authorized and directed to attest such signature of the Mayor.

(c) The Bonds shall be dated, shall mature on the date or dates and in the principal 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 solely by the Improvement Area #3 Assessments 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.

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. The form, terms and provisions of the Bond Purchase Agreement are hereby authorized and approved and the Mayor of the City is hereby authorized and directed to execute and deliver the Bond Purchase Agreement. It is hereby officially found, determined and declared that the terms of this sale are the most advantageous reasonably obtainable.

Section 4. Limited Offering Memorandum. The form and substance of the Preliminary Limited Offering Memorandum for the Bonds and any addenda, supplement or amendment thereto presented to and considered by the City Council are hereby in all respects approved and adopted. The City hereby authorizes the preparation of a final Limited Offering Memorandum reflecting the terms of the Bond Purchase Agreement and other relevant information. The Limited Offering Memorandum as thus approved and delivered, with such appropriate variations as shall be approved by the City Manager and the Underwriter, may be used by the Underwriter in the offering and sale of the Bonds, and the Preliminary Limited Offering Memorandum is hereby deemed final as of its date (except for the omission of pricing and related information) within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended. The City Secretary is hereby authorized and directed to include and maintain a copy of the Preliminary Limited Offering Memorandum and Limited 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 Limited Offering Memorandum by the Mayor and this City Council, the Mayor and this City Council are not responsible for and proclaim no specific knowledge of the information contained in the Preliminary Limited Offering Memorandum and Limited Offering Memorandum pertaining to development, the construction of the Improvement Area #3 Improvements, the Developer (as defined in the Limited Offering Memorandum) or its financial ability, the homebuilders, or the landowners.

Section 5. Additional Actions. The Mayor, the City Manager and each other officer, employee and agent of the City 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, including the making of modifications to this Ordinance and the Indenture as necessary to obtain approval of the Bonds.

Section 6. Continuing Disclosure Agreement. The form, terms and provisions of that certain Continuing Disclosure Agreement of the Issuer (the "Continuing Disclosure Agreement") dated as of September 1, 2026 among the City, P3Works, LLC, and HTS Continuing Disclosure Services, a division of Hilltop Securities, Inc., as dissemination agent, is hereby authorized and approved in substantially final form presented at this meeting and the Mayor of the City or the Authorized Officer are 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 Mayor or City Manager, such approval to be evidenced by the

execution thereof. If executed by the Mayor, the Mayor's signature on the Agreement may be attested by the City Secretary.

Section 7. Additional Actions. The Mayor, the City Manager and each other officer, employee and agent of the City 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, the City Manager and each other officer, employee and agent of the City 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. Further, in connection with the submission of the record of proceedings for the Bonds to the Attorney General of the State of Texas for examination and approval of such Bonds, the appropriate officer of the City is hereby authorized and directed to issue a check of the City payable to the Attorney General of the State of Texas as a nonrefundable examination fee in the amount required by Chapter 1202, Texas Government Code (such amount to be the lesser of (i) 1/10th of 1% of the principal amount of the Bonds or (ii) $9,500).

Section 8. Approval of Service and Assessment Plan. The Service and Assessment Plan, as updated to reflect the issuance of the Bonds and the 2026 Annual Service Plan Update (as defined in the Service and Assessment Plan), including the updated Improvement Area #3 Assessment Roll, is hereby authorized and approved.

Section 9. Effective Date. This Ordinance shall take effect immediately upon its adoption by the City Council of the City.

[Signature Page Follows]

FINALLY PASSED, APPROVED AND EFFECTIVE this September 14, 2026.

BY:

_____
MAYOR, DENNIS CHILDRESS
CITY OF SEAGOVILLE, TEXAS

ATTEST:

_____
CITY SECRETARY, SARA EGAN
CITY OF SEAGOVILLE, TEXAS

THE STATE OF TEXAS §

COUNTY OF DALLAS §

Before me, the undersigned authority, on this day personally appeared Dennis Childress, Mayor of the City of Seagoville, Texas, known to me to be such persons who signed the above and acknowledged to me that such persons executed the above and foregoing Ordinance in my presence for the purposes stated therein.

Given under my hand and seal of office this _____.

_____

Notary Public, State of Texas

[NOTARY STAMP]

STONEHAVEN
PUBLIC IMPROVEMENT DISTRICT
2026 AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN

AUGUST 24, 2026

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INTRODUCTION

Capitalized terms used in this 2026 Amended and Restated Service and Assessment Plan shall have the meanings given to them in **Section I** unless otherwise defined in this 2026 Amended and Restated 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," an "Exhibit," or an "Appendix" shall be a reference to a Section of this 2026 Amended and Restated Service and Assessment Plan or an Exhibit or Appendix attached to and made a part of this 2026 Amended and Restated Service and Assessment Plan for all purposes.

On September 20, 2021, the City Council passed and approved Resolution No. 56-R-2021 authorizing the establishment of the District in accordance with the PID Act, which authorization was effective upon approval in accordance with the PID Act. The purpose of the District is to finance the Actual Costs of Authorized Improvements that confer a special benefit on approximately 246.275 acres located within the corporate limits of the City, as described by the legal description on **Exhibit L-1** and depicted on **Exhibit A-1**.

On July 3, 2023, the City Council approved the Service and Assessment Plan for the District by adopting the 2023 Assessment Ordinance, for the purposes of (1) identifying the Improvement Area #1 Authorized Improvements to be provided by the District; (2) identifying the costs of the Improvement Area #1 Authorized Improvements; (3) identifying the indebtedness to be incurred for the Improvement Area #1 Authorized Improvements, and the manner of assessing the Improvement Area #1 Assessed Property for the costs of the Improvement Area #1 Authorized Improvements; (4) levying the Improvement Area #1 Assessments for Improvement Area #1 Assessed Property; and (5) approving the Improvement Area #1 Assessment Roll.

On September 16, 2024, the City Council approved the 2024 Amended and Restated Service and Assessment Plan for the District by adopting the 2024 Assessment Ordinance, which served to amend and restate the Service and Assessment Plan, in its entirety for the purposes of (1) updating the Improvement Area #1 Assessment Roll; (2) identifying the Improvement Area #2 Authorized Improvements to be provided by the District; (3) identifying the costs of the Improvement Area #2 Authorized Improvements; (4) identifying the indebtedness to be incurred for the Improvement Area #2 Authorized Improvements, and the manner of assessing the Improvement Area #2 Assessed Property for the costs of the Improvement Area #2 Authorized Improvements; (5) levying the Improvement Area #2 Assessments for Improvement Area #2 Assessed Property; and (6) approving the Improvement Area #2 Assessment Roll.

On June 16, 2025, the City Council approved the 2025 Amended and Restated Service and Assessment Plan for the District by adopting the 2025 Assessment Ordinance, which served to

amend and restate the 2024 Amended and Restated Service and Assessment Pan in its entirety for the purposes of (1) issuing the Improvement Area #1-2 Bonds, (2) updating the Improvement Area #1 Assessment Roll, (3) updating the Improvement Area #2 Assessment Roll; (3) identifying the Improvement Area #3 Authorized Improvements to be provided by the District; (4) identifying the costs of the Improvement Area #3 Authorized Improvements; (5) identifying the indebtedness to be incurred for the Improvement Area #3 Authorized Improvements, and the manner of assessing the Improvement Area #3 Assessed Property for the costs of the Improvement Area #3 Authorized Improvements; (6) levying the Improvement Area #3 Assessments for Improvement Area #3 Assessed Property; and (7) approving the Improvement Area #3 Assessment Roll.

On August 24, 2026, the City Council approved this 2026 Amended and Restated Service and Assessment Plan by adopting Ordinance No. _____, which serves to amend and restate the 2025 Amended and Restated Service and Assessment Plan in its entirety for the purposes of (1) issuing the Improvement Area #3 Bonds; (2) updating the Improvement Area #1 Assessment Roll; (3) updating the Improvement Area #2 Assessment Roll; and (4) updating the Improvement Area #3 Assessment Roll. This 2026 Amended and Restated Service and Assessment Plan serves as the Annual Service Plan Update for 2026, as more specifically described in **Section IX**.

The PID Act requires a service plan to (i) cover a period of at least five years; (ii) define the annual indebtedness and projected cost of the Authorized Improvements; and (iii) include a copy of the notice form required by Section 5.014 of the Texas Property Code, as amended. The Service Plan is contained in **Section IV** and the notice form is attached as **Appendix B.**

The PID Act requires that the Service Plan include an Assessment Plan that assesses the Actual Costs of the Authorized Improvements against the 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 Council. The Assessment against each Parcel of Assessed Property must be sufficient to pay the share of the Actual Costs of the Authorized Improvements apportioned to such Parcel and cannot exceed the special benefit conferred on the Parcel by such Authorized Improvements. The Improvement Area #1 Assessment Roll is included as **Exhibit F-1.** The Improvement Area #2 Assessment Roll is included as **Exhibit G-1**. The Improvement Area #3 Assessment Roll is included as **Exhibit H-1**.

SECTION I: DEFINITIONS

"2023 Assessment Ordinance" means Ordinance No. 18-2023 approved and adopted by the City Council on July 3, 2023 which levied the Improvement Area #1 Assessment against the Improvement Area #1 Assessed Property, and approved the Service and Assessment Plan.

"2024 Amended and Restated Service and Assessment Plan" means the Stonehaven Public Improvement District 2024 Amended and Restated Service and Assessment Plan as approved on September 16, 2024, by the 2024 Assessment Ordinance, which is to be replaced in its entirety by this 2025 Amended and Restated Service and Assessment Plan.

"2024 Assessment Ordinance" means Ordinance No. 2024-21 approved and adopted by the City Council on September 16, 2024, which levied the Improvement Area #2 Assessment against the Improvement Area #2 Assessed Property, and amended and restated the Service and Assessment Plan.

"2025 Amended and Restated Service and Assessment Plan" means the Stonehaven Public Improvement District 2025 Amended and Restated Service and Assessment Plan as approved on June 16th, 2025 by the 2025 Assessment Ordinance, which replaced in its entirety the 2024 Amended and Restated Service and Assessment Plan, and is to be replaced in its entirety by this 2026 Amended and Restated Service and Assessment Plan.

"2025 Assessment Ordinance" means Ordinance No. 2025-05 approved and adopted by the City Council on June 16, 2025, which levied the Improvement Area #3 Assessment against the Improvement Area #3 Assessed Property, and amended and restated the 2024 Amended and Restated Service and Assessment Plan.

"2026 Amended and Restated Service and Assessment Plan" means this Stonehaven Public Improvement District 2026 Amended and Restated Service and Assessment Plan as approved on August 24th, 2026, which shall replace in its entirety the 2025 Amended and Restated Service and Assessment Plan, as updated, amended, or supplemented from time to time.

"Actual Costs" mean, with respect to Authorized Improvements, the actual costs paid or incurred by or on behalf of the Developer, either directly or through affiliates, including: (1) the costs for the design, planning, financing, administration/management, acquisition, installation, construction and/or implementation of such Authorized Improvements; (2) the fees paid for obtaining permits, licenses, or other governmental approvals for such Authorized Improvements; (3) the costs for external professional services, such as engineering, geotechnical, surveying, land planning, architectural landscapers, appraisals, legal, accounting, and similar professional

services; (4) the costs for all labor, bonds, and materials, including equipment and fixtures, owing to contractors, builders, and materialmen engaged in connection with the acquisition, construction, or implementation of the Authorized Improvements; (5) all related permitting and public approval expenses, and architectural, engineering, consulting, and other governmental fees and charges, and (6) costs to implement, administer, and manage the above-described activities including, but not limited to, a construction management fee equal to four percent (4%) of construction costs if managed by or on behalf of the Developer.

"Additional Interest" means the amount collected by the application of the Additional Interest Rate.

"Additional Interest Rate" means the up to 0.50% additional interest rate that may be charged on Assessments securing PID Bonds pursuant to Section 372.018 of the PID Act.

"Administrator" means the City or independent firm designated by the City who shall have the responsibilities provided in this 2026 Amended and Restated Service and Assessment Plan, any Indenture, or any other agreement or document approved by the City related to the duties and responsibilities of the administration of the District. The initial Administrator is P3Works, LLC.

"Annual Collection Costs" mean the actual or budgeted costs and expenses related to the operation of the District, including, but not limited to, costs and expenses for: (1) the Administrator; (2) City staff; (3) legal counsel, engineers, accountants, financial advisors, and other consultants engaged by the City; (4) calculating, collecting, and maintaining records with respect to Assessments and Annual Installments; (5) preparing and maintaining records with respect to Assessment Rolls and Annual Service Plan Updates; (6) paying and redeeming PID Bonds; (7) investing or depositing Assessments and Annual Installments; (8) complying with this 2025 Amended and Restated Service and Assessment Plan, the PID Act, and any Indenture, with respect to the PID Bonds, including the City's continuing disclosure requirements; and (9) the paying agent/registrar and Trustee in connection with PID Bonds, 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 includes: (1) principal; (2) interest; (3) Annual Collection Costs; and (4) Additional Interest related to the PID Bonds, if applicable.

"Annual Service Plan Update" means an update to this 2026 Amended and Restated Service and Assessment Plan prepared no less frequently than annually by the Administrator and approved by the City Council.

"Assessed Property" means any Parcel within the District against which an Assessment is levied.

"Assessment" means an assessment levied against Assessed Property and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on an Assessment Roll, subject to reallocation upon the subdivision of such Assessed Property or reduction according to the provisions herein and in the PID Act.

"Assessment Ordinance" means an ordinance adopted by the City Council in accordance with the PID Act that levies an Assessment on the Assessed Property, as shown on any Assessment Roll.

"Assessment Plan" means the methodology employed to assess the Actual Costs of the Authorized Improvements against the Assessed Property based on the special benefits conferred on such property by the Authorized Improvements, more specifically set forth and described in **Section V**.

"Assessment Roll" means any assessment roll for the Assessed Property, including the Improvement Area #1 Assessment Roll, the Improvement Area #2 Assessment Roll, and the Improvement Area #3 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 or in any Annual Service Plan Updates.

"Authorized Improvements" means the improvements authorized by Section 372.003 of the PID Act and described in **Section III**, as further depicted on **Exhibit I-1**, **Exhibit I-2,** and **Exhibit I-3**.

"Bond Issuance Costs" means the costs associated with issuing PID Bonds, including, but not limited to, attorney fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, capitalized interest, reserve fund requirements, underwriter's discount, fees charged by the Texas Attorney General, original issue discount, and any other cost or expense incurred by the City directly associated with the issuance of any series of PID Bonds.

"City" means the City of Seagoville, Texas.

"City Council" means the governing body of the City.

"County" means Dallas County, Texas.

"Delinquent Collection Costs" mean costs related to the foreclosure on Assessed Property and the costs of collection of delinquent Assessments, delinquent Annual Installments, or any other delinquent amounts due under this 2025 Amended and Restated Service and Assessment Plan, including penalties and reasonable attorney's fees actually paid, but excluding amounts representing interest and penalty interest.

"Developer" means Meritage Homes of Texas, LLC, an Arizona limited liability company, and any successors or assigns thereof that intends to develop the property in the District for the ultimate purpose of transferring title to end users.

"District" means the Stonehaven Public Improvement District containing approximately 246.275 acres located within the corporate limits of the City, and more specifically described in **Exhibit L-1** and depicted on **Exhibit A-1**.

"District Formation Costs" means the costs associated with forming the District, including, but not limited to, attorney fees, and any other cost or expense incurred by the City directly associated with the establishment of the District.

"Engineer's Report" means the report provided by a licensed professional engineer that describes the Authorized Improvements, including their costs, location, and benefit, as included in the Service and Assessment Plan, the 2024 Amended and Restated Service and Assessment Plan, and the 2025 Amended and Restated Service and Assessment Plan for Improvement Area #1, Improvement Area #2, and Improvement Area #3, respectively.

"Estimated Buildout Value" means the estimated value of an Assessed Property with fully constructed buildings, as provided by the Developer 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 factors that, in the judgment of the City, may impact value. The Estimated Buildout Value for each Lot Type is shown on **Exhibit E.**

"Improvement Area #1" means approximately 68.784 acres located within the District, more specifically described in **Exhibit L-2** and depicted on **Exhibit A-2**.

"Improvement Area #1 Annual Installment" means the Annual Installment of the Improvement Area #1 Assessment as calculated by the Administrator and approved by the City Council, that includes: (1) principal; (2) interest; (3) Annual Collection Costs related to Improvement Area #1; and (4) Additional Interest related to the allocable portion of the Improvement Area #1-2 Bonds or any PID Bonds issued to refinance all or a portion of the Improvement Area #1 Assessment, if applicable, as shown on **Exhibit F-2**.

"Improvement Area #1 Assessed Property" means any Parcel within Improvement Area #1 against which an Improvement Area #1 Assessment is levied.

"Improvement Area #1 Assessment" means an Assessment levied against Improvement Area #1 Assessed Property, related to the Improvement Area #1 Projects, and imposed pursuant to the 2023 Assessment Ordinance and the provisions herein, as shown on the Improvement Area #1

Assessment Roll, subject to reallocation or reduction pursuant to the provisions set forth in **Section VI** herein and in the PID Act.

"Improvement Area #1 Assessment Roll" means the Assessment Roll for the Improvement Area #1 Assessed Property, as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including any updates prepared in connection with the issuance of PID Bonds or any Annual Service Plan Updates. The Improvement Area #1 Assessment Roll is included in this 2026 Amended and Restated Service and Assessment Plan as **Exhibit F-1.**

"Improvement Area #1 Improvements" means the Authorized Improvements which only benefit the Improvement Area #1 Assessed Property, as further described in **Section III.A** and depicted on **Exhibit I-1.**

"Improvement Area #1 Initial Parcel" means all of the Improvement Area #1 Assessed Property against which the entire Improvement Area #1 Assessment was levied at the time the City Council approved the 2023 Assessment Ordinance.

"Improvement Area #1 Projects" means collectively, (1) the Improvement Area #1 Improvements; (2) the pro rata portion of the first year's Annual Collection Costs related to the Improvement Area #1-2 Bonds; and (3) the pro rata portion of the Bond Issuance Costs incurred in connection with the issuance of the Improvement Area #1-2 Bonds.

"Improvement Area #1-2 Bonds" means those certain "City of Seagoville, Texas, Special Assessment Revenue Bonds, Series 2025 (Stonehaven Public Improvement District Improvement Area #1 Project and Improvement Area #2 Project)" that are secured by Improvement Area #1 Assessments and Improvement Area #2 Assessments and other assets of the Trust Estate as defined in the Indenture authorizing their issuance.

"Improvement Area #2" means approximately 98.524 acres located within the District, more specifically described in **Exhibit L-3** and depicted on **Exhibit A-3**.

"Improvement Area #2 Annual Installment" means the Annual Installment of the Improvement Area #2 Assessment as calculated by the Administrator and approved by the City Council, that includes: (1) principal; (2) interest; (3) Annual Collection Costs related to Improvement Area #2; and (4) Additional Interest related to the allocable portion of the Improvement Area #1-2 Bonds or any PID Bonds issued to refinance all or a portion of the Improvement Area #2 Assessment, if applicable, as shown on **Exhibit G-2**.

"Improvement Area #2 Assessed Property" means any Parcel within Improvement Area #2 against which an Improvement Area #2 Assessment is levied.

"Improvement Area #2 Assessment" means an Assessment levied against a Parcel within Improvement Area #2 and imposed pursuant to the 2024 Assessment Ordinance and the provisions herein, as shown on the Improvement Area #2 Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

"Improvement Area #2 Assessment Roll" means the Assessment Roll for the Improvement Area #2 Assessed Property, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including any updates prepared in connection with the issuance of PID Bonds or any Annual Service Plan Updates. The Improvement Area #2 Assessment Roll is included in this 2026 Amended and Restated Service and Assessment Plan as **Exhibit G-1.**

"Improvement Area #2 Improvements" means the Authorized Improvements which only benefit the Improvement Area #2 Assessed Property, as further described in **Section III.B** and depicted on **Exhibit I-2.**

"Improvement Area #2 Initial Parcel" means all of the Improvement Area #2 Assessed Property against which the entire Improvement Area #2 Assessment was levied at the time the City Council approved the 2024 Assessment Ordinance.

"Improvement Area #2 Projects" means collectively, (1) the Improvement Area #2 Improvements; (2) the pro rata portion of the first year's Annual Collection Costs related to the Improvement Area #1-2 Bonds; and (3) the pro rata portion of the Bond Issuance Costs incurred in connection with the issuance of the Improvement Area #1-2 Bonds.

"Improvement Area #3" means approximately 78.969 acres located within the District, more specifically described in **Exhibit L-4** and depicted on **Exhibit A-4**.

"Improvement Area #3 Annual Installment" means the Annual Installment of the Improvement Area #3 Assessment as calculated by the Administrator and approved by the City Council, that includes: (1) principal; (2) interest; (3) Annual Collection Costs related to Improvement Area #3; and (4) Additional Interest related to the Improvement Area #3 Bonds, as shown on **Exhibit H-2**.

"Improvement Area #3 Assessed Property" means any Parcel within Improvement Area #3 against which an Improvement Area #3 Assessment is levied.

"Improvement Area #3 Assessment" means an Assessment levied against a Parcel within Improvement Area #3 and imposed pursuant to the 2025 Assessment Ordinance and the provisions herein, as shown on the Improvement Area #3 Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

"Improvement Area #3 Assessment Roll" means the Assessment Roll for the Improvement Area #3 Assessed Property, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including any updates prepared in connection with the issuance of PID Bonds or any Annual Service Plan Updates. The Improvement Area #3 Assessment Roll is included in this 2026 Amended and Restated Service and Assessment Plan as **Exhibit H-1.**

"Improvement Area #3 Bonds" means those certain "City of Seagoville, Texas, Special Assessment Revenue Bonds, Series 2026 (Stonehaven Public Improvement District Improvement Area #3 Project)" that are secured by Improvement Area #3 Assessments and other assets of the Trust Estate as defined in the Indenture authorizing their issuance.

"Improvement Area #3 Improvements" means the Authorized Improvements which only benefit the Improvement Area #3 Assessed Property, as further described in **Section III.B** and depicted on **Exhibit I-3.**

"Improvement Area #3 Initial Parcel" means all of the Improvement Area #3 Assessed Property against which the entire Improvement Area #3 Assessment was levied at the time the City Council approved the 2025 Assessment Ordinance.

"Improvement Area #3 Projects" means collectively, (1) the Improvement Area #3 Improvements; (2) the first year's Annual Collection Costs related to Improvement Area #3; and (3) Bond Issuance Costs incurred in connection with the issuance of the Improvement Area #3 Bonds.

"Indenture" means an Indenture of Trust entered into between the City and the Trustee in connection with the issuance of each series of PID Bonds, as amended from time to time, setting forth the terms and conditions related to a series of PID Bonds.

"Lot" means (1) for any portion of the District for which a final subdivision plat has been recorded in the Plat or Official Public Records of the County, a tract of land described by "lot" in such subdivision plat; and (2) for any portion of the District for which a subdivision plat has not been recorded in the Plat or 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 a preliminary plat. A "Lot" shall not include real property owned by a government entity, even if such property is designated as a separate described tract or lot on a recorded subdivision plat.

"Lot Type" means a classification of final building Lots with similar characteristics (e.g. lot size, home product, Estimated Buildout Value, etc.), as determined by the Administrator and confirmed 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 provided by the Developer, and confirmed by the City Council, as shown on **Exhibit E.**

"Lot Type 1" means a Lot within Improvement Area #1 marketed to homebuilders as a 50' Lot. The buyer disclosure for Lot Type 1 is attached in **Appendix B.**

"Lot Type 2" means a Lot within Improvement Area #2 marketed to homebuilders as a 50' Lot. The buyer disclosure for Lot Type 2 is attached in **Appendix B.**

"Lot Type 3" means a Lot within Improvement Area #3 marketed to homebuilders as a 50' Lot. The buyer disclosure for Lot Type 3 is attached in **Appendix B.**

"Major Improvements" means that public infrastructure which confers a special benefit to all of the Assessed Property within the District, but are not Authorized Improvements, and will be funded privately by the Developer.

"Maximum Assessment" means, for each Lot, an Assessment equal to the lesser of (1) the amount calculated pursuant to **Section VI.A**, or (2) for each Lot Type, the amount shown on **Exhibit E**.

"Non-Benefitted Property" means Parcels within the boundaries of the District that accrue no special benefit from the Authorized Improvements as determined by the City Council.

"Notice of Assessment Termination" means a document that shall be recorded in the Official Public Records of the County evidencing the termination of an Assessment, a form of which is attached as **Exhibit J.**

"Parcel" or **"Parcels"** means a specific property within the District identified by either a tax parcel identification number assigned by the Dallas Central Appraisal District for real property tax purposes, by legal description, or by lot and block number in a final subdivision plat recorded in the Plat or the Official Public Records of the County, or by any other means determined by the City.

"PID Act" means Chapter 372, Texas Local Government Code, as amended.

"PID Bonds" means any bonds issued by the City in one or more series and secured in whole or in part by Assessments.

"Prepayment" means the payment of all or a portion of an Assessment before the due date of the final Annual Installment thereof. Amounts received at the time of a Prepayment which represent a payment of principal, interest, or penalties on a delinquent installment of an Assessment are not to be considered a Prepayment, but rather are to be treated as the payment of the regularly scheduled Annual Installment.

"Prepayment Costs" means interest, including Additional Interest and Annual Collection Costs, to the date of Prepayment.

"Service and Assessment Plan" means the Stonehaven Public Improvement District Service and Assessment Plan approved on July 3, 2023, by Ordinance 18-2023 which was replaced in its entirety by the 2024 Amended and Restated Service and Assessment Plan.

"Service Plan" means the plan described in **Section IV** which covers a period of at least five years and defines the annual indebtedness and projected costs of the Authorized Improvements.

"Trustee" means the trustee or successor trustee under an Indenture.

SECTION II: THE DISTRICT

The District includes approximately 246.275 contiguous acres located within the corporate limits of the City, the boundaries of which are more particularly described on **Exhibit L-1** and depicted on **Exhibit A-1**. Development of the District is anticipated to include approximately 809 Lots developed with single-family homes.

Improvement Area #1 includes approximately 68.784 contiguous acres located within the corporate limits of the City, the boundaries of which are more particularly described on **Exhibit L-2** and depicted on **Exhibit A-2**. Development of Improvement Area #1 is anticipated to include approximately 304 Lots developed with single-family homes (all of which are on Lots classified as Lot Type 1).

Improvement Area #2 includes approximately 98.524 non-contiguous acres located within the corporate limits of the City, the boundaries of which are more particularly described by the legal description on **Exhibit L-3** and depicted on **Exhibit A-3**. Development of Improvement Area #2 is anticipated to include approximately 279 Lots developed with single-family homes (all of which are on Lots classified as Lot Type 2).

Improvement Area #3 includes approximately 78.969 contiguous acres located within the corporate limits of the City, the boundaries of which are more particularly described on **Exhibit L-4** and depicted on **Exhibit A-4**. Development of Improvement Area #3 is anticipated to include approximately 226 Lots developed with single-family homes (all of which are on Lots classified as Lot Type 3).

SECTION III: AUTHORIZED IMPROVEMENTS

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 the City has determined that the Authorized Improvements confer a special benefit on the Assessed Property. Authorized Improvements will be designed and constructed in accordance with the City's standards and specifications and will be owned and operated by the City, or as otherwise noted below. The budget for the Authorized Improvements is shown on **Exhibit B**.

A. Improvement Area #1 Improvements

- *Streets*

  Improvements including subgrade stabilization, concrete and reinforcing steel for roadways, testing, handicapped ramps, and streetlights. All related earthwork,

excavation, erosion control, intersections, signage, lighting and re-vegetation of all disturbed areas within the right-of-way are included. The street improvements will provide benefit to each Lot within Improvement Area #1.

- *Sanitary Sewer*

  Improvements including trench excavation and embedment, trench safety, PVC piping, ductile iron encasement, boring, manholes, service connections, testing, related earthwork, excavation, erosion control and all necessary appurtenances required to provide wastewater service to all Lots within Improvement Area #1.

- *Storm Drainage*

  Improvements including earthen channels, swales, curb and drop inlets, RCP piping and boxes, headwalls, concrete flumes, rock rip rap, concrete outfalls, and testing as well as all related earthwork, excavation, erosion control and all necessary appurtenances required to provide storm drainage for all Lots within Improvement Area #1.

- *Water*

  Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, erosion control and all necessary appurtenances required to provide water service to all Lots within Improvement Area #1.

- *Soft Costs*

  Costs related to designing, constructing, and installing the Improvement Area #1 Improvements including land planning and design, City fees, engineering, soil testing, survey, construction management, contingency, legal fees, and consultant fees.

B. Improvement Area #2 Improvements

- *Streets*

  Improvements including subgrade stabilization, concrete and reinforcing steel for roadways, testing, handicapped ramps, and streetlights. All related earthwork, excavation, erosion control, intersections, signage, lighting and re-vegetation of all disturbed areas within the right-of-way are included. The street improvements will provide benefit to each Lot within Improvement Area #2.

- *Sanitary Sewer*

  Improvements including trench excavation and embedment, trench safety, PVC piping,

ductile iron encasement, boring, manholes, service connections, testing, related earthwork, excavation, erosion control and all necessary appurtenances required to provide wastewater service to all Lots within Improvement Area #2.

- *Storm Drainage*

  Improvements including earthen channels, swales, curb and drop inlets, RCP piping and boxes, headwalls, concrete flumes, rock rip rap, concrete outfalls, and testing as well as all related earthwork, excavation, erosion control and all necessary appurtenances required to provide storm drainage for all Lots within Improvement Area #2.

- *Water*

  Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, erosion control and all necessary appurtenances required to provide water service to all Lots within Improvement Area #2.

- *Soft Costs*

  Costs related to designing, constructing, and installing the Improvement Area #2 Improvements including land planning and design, City fees, engineering, soil testing, survey, construction management, contingency, legal fees, and consultant fees.

C. Improvement Area #3 Improvements

- *Streets*

  Improvements including subgrade stabilization, concrete and reinforcing steel for roadways, testing, handicapped ramps, and streetlights. All related earthwork, excavation, erosion control, intersections, signage, lighting and re-vegetation of all disturbed areas within the right-of-way are included. The street improvements will provide benefit to each Lot within Improvement Area #3.

- *Sanitary Sewer*

  Improvements including trench excavation and embedment, trench safety, PVC piping, ductile iron encasement, boring, manholes, service connections, testing, related earthwork, excavation, erosion control and all necessary appurtenances required to provide wastewater service to all Lots within Improvement Area #3.

- *Storm Drainage*

  Improvements including earthen channels, swales, curb and drop inlets, RCP piping and

boxes, headwalls, concrete flumes, rock rip rap, concrete outfalls, and testing as well as all related earthwork, excavation, erosion control and all necessary appurtenances required to provide storm drainage for all Lots within Improvement Area #3.

- *Water*

  Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, erosion control and all necessary appurtenances required to provide water service to all Lots within Improvement Area #3.

- *Soft Costs*

  Costs related to designing, constructing, and installing the Improvement Area #3 Improvements including land planning and design, City fees, engineering, soil testing, survey, construction management, contingency, legal fees, and consultant fees.

D. Bond Issuance Costs

- *Debt Service Reserve Fund*

  Equals the amount to be deposited in a debt service reserve fund under an applicable Indenture in connection with the issuance of PID Bonds.

- *Underwriter's Discount*

  Equals a percentage of the par amount of a particular series of PID Bonds related to the costs of underwriting such PID Bonds.

- *Cost of Issuance*

  Includes costs of issuing a particular series of PID Bonds, including but not limited to issuer fees, attorney's fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, City's costs, fees charged by the Texas Attorney General, original issue discount, and any other cost or expense directly associated with the issuance of PID Bonds.

E. Other Costs

- *Initial Administrative Fund Deposit*

  Equals the amount necessary to fund the first year's Annual Collection Costs for a particular series of PID Bonds.

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 annual projected costs and indebtedness for the Authorized Improvements undertaken within the District during the five-year period. The Service Plan is also required to include a copy of the buyer disclosure notice form required by Section 5.014 of the Texas Property Code, as amended. The Service Plan must be reviewed and updated in each Annual Service Plan Update. **Exhibit C** summarizes the Service Plan for Improvement Area #1, Improvement Area #2, and Improvement Area #3. Per the PID Act and Section 5.014 of the Texas Property Code, as amended, this 2026 Amended and Restated Service and Assessment Plan, and any future Annual Service Plan Updates, shall include a form of the buyer disclosure for the District. The buyer disclosures are attached hereto as **Appendix A.**

Exhibit D summarizes the sources and uses of funds required to construct the Authorized Improvements. The sources and uses of funds shown on **Exhibit D** shall be updated each year in an Annual Service Plan Update and as necessary to reflect any budget revisions at the time the PID Bonds are issued.

SECTION V: ASSESSMENT PLAN

The PID Act allows the City Council to apportion the 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 Council with or without regard to improvements constructed on the property; or (3) in any other manner approved by the City Council that results in imposing equal shares of such costs on property similarly benefited. The PID Act further provides that the City Council may establish by ordinance or order reasonable classifications and formulas for the apportionment of the cost between the City and the area to be assessed and the methods of assessing the special benefits for various classes of improvements.

This section of this 2026 Amended and Restated Service and Assessment Plan describes the special benefit received by each Parcel within the District as a result of the Authorized Improvements and provides the basis and justification for the determination that this special benefit equals or exceeds the amount of the Assessments to be levied on the Assessed Property for such Authorized Improvements.

The determination by the City Council 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 Developer, and all future owners and developers of the Assessed Property.

A. Assessment Methodology

Acting in its legislative capacity and 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, the City Council has determined that the costs related to the Authorized Improvements shall be allocated as follows:

- The costs of the Improvement Area #1 Projects have been allocated to each Parcel within Improvement Area #1 based on the ratio of the Estimated Buildout Value of each Parcel designated as Improvement Area #1 Assessed Property to the Estimated Buildout Value of all Improvement Area #1 Assessed Property. At the time of the levy of the Improvement Area #1 Assessment, the Improvement Area #1 Initial Parcel was the only Parcel within Improvement Area #1, and as such, the Improvement Area #1 Initial Parcel was allocated 100% of the Improvement Area #1 Projects.
- The costs of the Improvement Area #2 Projects have been allocated to each Parcel within Improvement Area #2 based on the ratio of the Estimated Buildout Value of each Parcel designated as Improvement Area #2 Assessed Property to the Estimated Buildout Value of all Improvement Area #2 Assessed Property. At the time of the levy of the Improvement Area #2 Assessment, the Improvement Area #2 Initial Parcel was the only Parcel within Improvement Area #2, and as such, the Improvement Area #2 Initial Parcel was allocated 100% of the Improvement Area #2 Projects.
- The costs of the Improvement Area #3 Projects shall be allocated to each Parcel within Improvement Area #3 based on the ratio of the Estimated Buildout Value of each Parcel designated as Improvement Area #3 Assessed Property to the Estimated Buildout Value of all Improvement Area #3 Assessed Property. At the time of the levy of the Improvement Area #3 Assessment, the Improvement Area #3 Initial Parcel was the only Parcel within Improvement Area #3, and as such, the Improvement Area #3 Initial Parcel was allocated 100% of the Improvement Area #3 Projects.

B. Assessments

The Improvement Area #1 Assessment was levied on the Improvement Area #1 Initial Parcel at the time the City Council approved the 2023 Assessment Ordinance and, since subdivided, is currently outstanding in the amount shown on the Improvement Area #1 Assessment Roll, attached hereto as **Exhibit F-1**. The projected Annual Installments for Improvement Area #1 are

shown on **Exhibit F-2** and are subject to revisions made in any Annual Service Plan Update. Upon any additional division or subdivision of the Improvement Area #1 Assessed Property, the Improvement Area #1 Assessment will be reallocated pursuant to **Section VI**.

The Improvement Area #2 Assessment was levied on the Improvement Area #2 Initial Parcel at the time the City Council approved the 2024 Assessment Ordinance and is currently outstanding in the amount shown on the Improvement Area #2 Assessment Roll, attached hereto as **Exhibit G-1**. The projected Improvement Area #2 Annual Installments are shown on **Exhibit G-2** and are subject to revisions made in any Annual Service Plan Update. Upon division or subdivision of the Improvement Area #2 Initial Parcel, the Improvement Area #2 Assessment will be reallocated pursuant to **Section VI**.

The Improvement Area #3 Assessment was levied on the Improvement Area #3 Initial Parcel at the time the City Council approved the 2025 Assessment Ordinance and is currently outstanding in the amount shown on the Improvement Area #3 Assessment Roll, attached hereto as **Exhibit H-1**. The projected Improvement Area #3 Annual Installments are shown on **Exhibit H-2** and are subject to revisions made in any Annual Service Plan Update. Upon division or subdivision of the Improvement Area #3 Initial Parcel, the Improvement Area #3 Assessment will be reallocated pursuant to **Section VI**.

The Maximum Assessment for each Lot Type is shown on **Exhibit E.** In no case will the Assessment for Lots classified as Lot Type 1, Lot Type 2 and Lot Type 3, respectively, exceed the corresponding Maximum Assessment for each Lot classification.

C. Findings of Special Benefit

Acting in its legislative capacity and 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, the City Council has found and determined the following:

- *Improvement Area #1*
    - The costs of the Improvement Area #1 Projects equal $10,629,408 as shown on **Exhibit B**; and
    - The Improvement Area #1 Assessed Property receives special benefit from the Improvement Area #1 Projects equal to or greater than the Actual Cost of the Improvement Area #1 Projects; and
    - At the time of the Service and Assessment Plan, the Improvement Area #1 Initial Parcel was allocated 100% of the Improvement Area #1 Assessment levied for the

Improvement Area #1 Projects, which equaled $6,840,000 of which $6,161,000 remains outstanding; and

- The special benefit, determined at the time the Improvement Area #1 Assessment was levied, (≥ $10,629,408) received by the Improvement Area #1 Initial Parcel from the Improvement Area #1 Projects is equal to or greater than the amount of the Improvement Area #1 Assessment ($6,840,000) levied on the Improvement Area #1 Initial Parcel for the Improvement Area #1 Projects; and

- At the time the City Council approved the Service and Assessment Plan, the Developer owned 100% of the Improvement Area #1 Initial Parcel. The landowner acknowledged that the Improvement Area #1 Projects confer a special benefit on the Improvement Area #1 Initial Parcel and consented to the imposition of the Improvement Area #1 Assessment to pay for the Actual Costs associated therewith. The Developer ratified, confirmed, accepted, agreed to, and approved: (1) the determinations and findings by the City Council as to the special benefits described herein and the 2023 Assessment Ordinance; (2) the Service and Assessment Plan and the 2023 Assessment Ordinance; and (3) the levying of the Improvement Area #1 Assessment on the Improvement Area #1 Initial Parcel.

- *Improvement Area #2*

  - The costs of the Improvement Area #2 Projects equal $9,472,282 as shown on **Exhibit B**; and

  - The Improvement Area #2 Assessed Property receives special benefit from the Improvement Area #2 Projects equal to or greater than the Actual Cost of the Improvement Area #2 Projects; and

  - At the time of the 2024 Amended and Restated Service and Assessment Plan, the Improvement Area #2 Initial Parcel was allocated 100% of the Improvement Area #2 Assessment levied for the Improvement Area #2 Projects, which equaled $6,125,000 of which $5,555,000 remains outstanding; and

  - The special benefit, determined at the time the Improvement Area #2 Assessment was levied, (≥ $9,472,282) received by the Improvement Area #2 Initial Parcel from the Improvement Area #2 Projects is equal to or greater than the amount of the Improvement Area #2 Assessment ($6,125,000) levied on the Improvement Area #2 Initial Parcel for the Improvement Area #2 Projects; and

- At the time the City Council approved the 2024 Amended and Restated Service and Assessment Plan, the Developer owned 100% of the Improvement Area #2 Initial Parcel. The landowner acknowledged that the Improvement Area #2 Projects confer a special benefit on the Improvement Area #2 Initial Parcel and consented to the imposition of the Improvement Area #2 Assessment to pay for the Actual Costs associated therewith. The Developer ratified, confirmed, accepted, agreed to, and approved: (1) the determinations and findings by the City Council as to the special benefits described herein and the applicable Assessment Ordinance; (2) the 2024 Amended and Restated Service and Assessment Plan and the 2024 Assessment Ordinance; and (3) the levying of the Improvement Area #2 Assessment on the Improvement Area #2 Initial Parcel.

- *Improvement Area #3*

  - The costs of the Improvement Area #3 Projects equal $7,920,868 as shown on **Exhibit B**; and

  - The Improvement Area #3 Assessed Property receives special benefit from the Improvement Area #3 Projects equal to or greater than the Actual Cost of the Improvement Area #3 Projects; and

  - At the time of the 2025 Amended and Restated Service and Assessment Plan, the Improvement Area #3 Initial Parcel was allocated 100% of the Improvement Area #3 Assessment levied for the Improvement Area #3 Projects, which equaled $6,035,000 of which $5,975,000 remains outstanding; and

  - The special benefit ($\geq$ $7,920,868), determined at the time the Improvement Area #3 Assessment was levied, received by the Improvement Area #3 Initial Parcel from the Improvement Area #3 Projects is equal to or greater than the amount of the Improvement Area #3 Assessment ($6,035,000) levied on the Improvement Area #3 Initial Parcel for the Improvement Area #3 Projects; and

  - At the time the City Council approved this 2026 Amended and Restated Service and Assessment Plan, the Developer owned 100% of the Improvement Area #3 Initial Parcel. The landowner acknowledged that the Improvement Area #3 Projects confer a special benefit on the Improvement Area #3 Initial Parcel and consented to the imposition of the Improvement Area #3 Assessment to pay for the Actual Costs associated therewith. The Developer ratified, confirmed, accepted, agreed to, and approved: (1) the determinations and findings by the City Council as to the special benefits described herein and the 2025 Assessment

Ordinance; (2) the 2025 Amended and Restated Service and Assessment Plan and the 2025 Assessment Ordinance; and (3) the levying of the Improvement Area #3 Assessment on the Improvement Area #3 Initial Parcel.

D. Annual Collection Costs

The Annual Collection Costs shall be paid for annually by the owner of each Parcel pro rata based on the ratio of the amount of outstanding Assessment remaining on the Parcel to the total outstanding Assessment. 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. Interest

The interest rate on Assessments securing each respective series of PID Bonds may exceed the interest rate on each respective series of PID Bonds by the Additional Interest Rate. To the extent required by any Indenture, 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

Any reallocation of Assessments as described in this Section VI shall be considered an administrative action of the City and will not be subject to the notice or public hearing requirements under the PID Act.

A. Reallocation of Assessments

1. Upon Division Prior to Recording of Subdivision Plat

Upon the division of any Assessed Property (without the recording of a 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 of the newly divided Assessed Properties

The calculation of the Assessment of an Assessed Property shall be performed by the Administrator and shall be based on the Estimated Buildout Value of that Assessed Property, as provided by the Developer, relying on information from homebuilders, market studies, appraisals, Official Public Records of the County, and any other relevant information regarding the Assessed Property. The Estimated Buildout Values for Lot Type 1, Lot Type 2, and Lot Type 3 are shown on **Exhibit E** and will not change in future Annual Service Plan Updates, but **Exhibit E** may be updated in future Annual Service Plan Updates to account for additional Lot Types. The calculation as confirmed by the City Council shall be conclusive and binding.

The sum of the Assessments for all newly divided Assessed Properties shall equal the Assessment for the Assessed Property prior to subdivision. The calculation shall be made separately for each newly divided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in the Annual Service Plan Update immediately following such reallocation.

2. Upon Subdivision by a Recorded Subdivision Plat

Upon the subdivision of any Assessed Property based on a recorded subdivision plat, the Administrator shall reallocate the Assessment for the Assessed Property prior to the subdivision among the new subdivided Lots based on Estimated Buildout Value according to the following formula:

$A = [B \times (C \div D)]/E$

Where the terms have the following meanings:

A = the Assessment for the newly subdivided Lot
B = the Assessment for the Parcel prior to subdivision
C = the sum of the Estimated Buildout Value of all newly subdivided Lots with the same Lot Type
D = the sum of the Estimated Buildout Value for all of the newly subdivided Lots excluding Non-Benefitted Property
E= the number of newly subdivided Lots with the same Lot Type

Prior to the recording of a subdivision plat, the Developer shall provide the City an Estimated Buildout Value as of the date of the recorded subdivision plat for each Lot

created by the recorded subdivision plat. The calculation of the Assessment for a Lot shall be performed by the Administrator and confirmed by the City Council based on Estimated Buildout Value information provided by the Developer, homebuilders, third party consultants, and/or the Official Public Records of the County regarding the Lot. The Estimated Buildout Values for Lot Type 1, Lot Type 2, and Lot Type 3 are shown on **Exhibit E** and will not change in future Annual Service Plan Updates. The calculation as confirmed by the City Council shall be conclusive and binding.

The sum of the Assessments for all newly subdivided Lots shall not exceed the Assessment for the portion of the Assessed Property subdivided prior to subdivision. The calculation shall be made separately for each newly subdivided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in the Annual Service Plan Update immediately following such reallocation.

3. Upon Consolidation

If two or more Lots or Parcels are consolidated into a single Lot or Parcel, the Administrator shall allocate the Assessments against the Lots or Parcels before the consolidation to the consolidated Lot or Parcel, which allocation shall be approved by the City Council in the next Annual Service Plan Update immediately following such consolidation. The Assessment for any resulting Lot may not exceed the Maximum Assessment for the applicable Lot Type and compliance may require a mandatory Prepayment of Assessments pursuant to **Section VI.C.**

B. Mandatory Prepayment of Assessments

If an Assessed Property or a portion thereof is conveyed to a party that is exempt from payment of the Assessment under applicable law, or the owner causes a Lot, Parcel or portion thereof to become Non-Benefitted Property, the owner of such Lot, Parcel or portion thereof shall pay to the City, or cause to be paid to the City, the full amount of the Assessment, plus all Prepayment Costs and Delinquent Collection Costs for such Assessed Property, prior to or concurrently with any such conveyance or act, and no such conveyance shall be effective until the City receives such payment. Following payment of the foregoing costs in full, the City shall provide the owner with a recordable "Notice of Assessment Termination," a form of which is attached hereto as **Exhibit J.**

C. True-Up of Assessments if Maximum Assessment Exceeded at Plat

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 for that Lot Type, then (1) the Assessment applicable to each Lot Type shall each be reduced to the Maximum Assessment, and (2) the person or entity filing the plat shall pay to the City, or cause to be paid to the City, the amount the Assessment was reduced, plus Prepayment Costs and Delinquent Collection Costs, if any, prior to the City approving the final plat. The City's approval of a plat without payment of such amounts does not eliminate the obligation of the person or entity filing the plat to pay such amounts. At no time shall the aggregate Assessments for any Lot exceed the Maximum Assessment.

D. Reduction of Assessments

If the Actual Costs of completed Authorized Improvements are less than the Assessments, then (i) in the event PID Bonds have not been issued for the purpose of financing Authorized Improvements affected by such reduction in Actual Costs, the City Council shall reduce each Assessment on a pro rata basis such that the sum of the resulting reduced Assessments for all Assessed Property equals the reduced Actual Costs that were expended, or (ii) in the event that PID Bonds have been issued for the purpose of financing Authorized Improvements affected by such reduction in Actual Costs, the Trustee shall apply amounts on deposit in the applicable account of the project fund created under the Indenture relating to such series of PID Bonds as directed by the City pursuant to the terms of such Indenture. Such excess PID Bond proceeds may be used for any purpose authorized by such Indenture. The Assessments shall never be reduced to an amount less than the amount required to pay all outstanding debt service requirements on all 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, at any time, pay all or any part of an Assessment in accordance with the PID Act. Prepayment Costs, if any, may be paid from a reserve established under the applicable Indenture. If an Annual Installment has been billed, or the Annual Service Plan Update has been approved by the City Council prior to the Prepayment, the Annual Installment shall be due and payable and shall be credited against the Prepayment.

If an Assessment on an Assessed Property is prepaid in full, including Prepayment Costs, (1) the Administrator shall cause the Assessment to be reduced to zero on said Assessed Property and

the Assessment Roll to be revised accordingly; (2) the Administrator shall prepare the revised Assessment Roll and submit such revised Assessment Roll to the City Council for review and approval as part of the next Annual Service Plan Update; (3) the obligation to pay the Assessment and corresponding Annual Installments shall terminate with respect to said Assessed Property; and (4) the City shall provide the owner with a recordable "Notice of Assessment Termination."

If an Assessment on an Assessed Property is prepaid in part, including Prepayment Costs: (1) the Administrator shall cause the Assessment to be reduced on said Assessed Property and the Assessment Roll revised accordingly; (2) the Administrator shall prepare the revised Assessment Roll and submit such revised Assessment Roll to the City Council for review and approval as part of the next Annual Service Plan Update; and (3) the obligation to pay the Assessment will be reduced to the extent of the Prepayment made.

F. Payment of Assessment in Annual Installments

Assessments that are not paid in full shall be due and payable in Annual Installments. **Exhibit F-2** shows the estimated Improvement Area #1 Annual Installments, **Exhibit G-2** shows the estimated Improvement Area #2 Annual Installments, and **Exhibit H-2** shows the estimated Improvement Area #3 Annual Installments. Annual Installments are subject to adjustment in each Annual Service Plan Update.

Prior to the recording of a final subdivision plat, if any Parcel shown on the Assessment Roll is assigned multiple tax parcel identification numbers for billing and collection purposes, the Annual Installment shall be allocated pro rata based on the acreage of the Parcel not including any Non-Benefitted Property, as shown by the Dallas Central Appraisal District for each tax parcel identification number.

The Administrator shall prepare and submit to the City Council for its review and approval an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include updated Assessment Rolls and updated calculations of Annual Installments. The Annual Collection Costs for a given Assessment shall be paid by the owner of each Parcel pro rata based on the ratio of the amount of outstanding Assessment remaining on the Parcel to the total outstanding Assessment. Annual Installments may be reduced by any credits applied under an applicable Indenture, such as capitalized interest, interest earnings on account balances, and any other funds available for such purposes under the applicable Indenture. Annual Installments shall be collected by the City in the same manner and at the same time as ad valorem taxes. Annual Installments may be subject to the penalties, procedures, and foreclosure sale in case of delinquencies as set forth in the PID Act and in the

same manner as ad valorem taxes due and owing to the City. To the extent permitted by the PID Act or other applicable law, the City Council may provide for other means of collecting Annual Installments, but in no case shall the City take any action, or fail to take any action, that would cause it to be in default under any Indenture. Assessments shall have the lien priority specified in the PID Act.

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 any of the remaining unpaid Annual Installments as they become due and payable.

The City reserves the right to refund PID Bonds in accordance with applicable law, including the PID Act. In the event of a refunding, the Administrator shall recalculate the Annual Installments so that total Annual Installments will be sufficient to pay the refunding bonds, and the refunding bonds shall constitute "PID Bonds."

Each Annual Installment of an Assessment, including interest on the unpaid principal of the Assessment, shall be updated annually. Each Annual Installment shall be due when billed and shall be delinquent if not paid prior to February 1 of the following year. The initial Annual Installments of the Improvement Area #1 Assessment were due when billed and delinquent if not paid prior to February 1, 2024. The initial Annual Installments of the Improvement Area #2 Assessment were due when billed and delinquent if not paid prior to February 1, 2025. The initial Annual Installments of the Improvement Area #3 Assessment shall be due when billed and shall be delinquent if not paid prior to February 1, 2026.

Failure of an owner of an Assessed Property to receive an invoice for an Annual Installment shall not relieve said owner of the responsibility for payment of the Assessment. Assessments, or Annual Installments thereof, that are delinquent shall incur Delinquent Collection Costs.

G. Prepayment as a Result of an Eminent Domain Proceeding or Taking

Subject to applicable law, if any portion of any Parcel of Assessed Property is taken from an owner as a result of eminent domain proceedings or if a transfer of any portion of any Parcel of Assessed Property is made to an entity with the authority to condemn all or a portion of the Assessed Property in lieu of or as a part of an eminent domain proceeding (a "**Taking**"), the portion of the Assessed Property that was taken or transferred (the "**Taken Property**") shall be reclassified as Non-Benefitted Property.

For the Assessed Property that is subject to the Taking as described in the preceding paragraph, the Assessment that was levied against the Assessed Property (when it was included in the Taken Property) prior to the Taking shall remain in force against the remaining Assessed Property (the

Assessed Property less the Taken Property) (the "**Remaining Property**"), following the reclassification of the Taken Property as Non-Benefitted Property, subject to an adjustment of the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. The owner of the Remaining Property will remain liable to pay, pursuant to the terms of this 2025 Amended and Restated Service and Assessment Plan, as updated, and 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 applicable 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 such Maximum Assessment, in which case the Assessment applicable to the Remaining Property will be reduced by the amount of the partial Prepayment.

In all instances the Assessment remaining on the Remaining Property shall not exceed the applicable Maximum Assessment.

By way of illustration, if an owner owns 100 acres of Assessed Property subject to a $100 Assessment and 10 acres is taken through a Taking, the 10 acres of Taken Property shall be reclassified as Non-Benefitted Property and the remaining 90 acres constituting the 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, as applicable, 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 $90.

Notwithstanding the previous paragraphs in this subsection, if the owner of the Remaining 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 applicable Maximum Assessment on the Remaining Property to support the Estimated Buildout Value requirement. The owner will remain liable to pay the Assessment 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, the Assessments shall never be reduced to an amount less than the amount required to pay all outstanding debt service requirements on all outstanding PID Bonds.

SECTION VII: ASSESSMENT ROLL

The Improvement Area #1 Assessment Roll is attached as **Exhibit F-1**. The Administrator shall prepare and submit to the City Council for review and approval proposed revisions to the Improvement Area #1 Assessment Roll and Improvement Area #1 Annual Installments for each Parcel as part of each Annual Service Plan Update.

The Improvement Area #2 Assessment Roll is attached as **Exhibit G-1**. The Administrator shall prepare and submit to the City Council for review and approval proposed revisions to the Improvement Area #2 Assessment Roll and Improvement Area #2 Annual Installments for each Parcel as part of each Annual Service Plan Update.

The Improvement Area #3 Assessment Roll is attached as **Exhibit H-1**. The Administrator shall prepare and submit to the City Council for review and approval proposed revisions to the Improvement Area #3 Assessment Roll and Improvement Area #3 Annual Installments for each Parcel as part of each Annual Service Plan Update.

SECTION VIII: ADDITIONAL PROVISIONS

A. Calculation Errors

If the owner of a Parcel claims that an error has been made in any Assessment Roll required by this 2026 Amended and Restated Service and Assessment Plan, including, but not limited to, any Annual Service Plan Update, the owner's sole and exclusive remedy shall be to submit a written notice of error to the Administrator (at admin@p3-works.com) by December 1st of the year in connection with the approval of such year's Annual Service Plan Update. Otherwise, the owner shall be deemed to have unconditionally approved and accepted the Annual Service Plan Update. The Administrator shall provide a written response to the City Council and the owner not later than 30 days after receipt of such written notice of error by the Administrator. The City Council shall consider the owner's notice of error and the Administrator's response at a public meeting, and, not later than 30 days after closing such meeting, the 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 2026 Amended and Restated Service and Assessment Plan, the applicable Assessment Ordinance, the applicable Indenture, or as otherwise authorized by the discretionary power of

the City Council. The determination by the City Council as to whether an error has been made, and any corrective action taken by the City Council shall be final and binding on the owner and the Administrator.

B. Amendments

Amendments to this 2026 Amended and Restated 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 2026 Amended and Restated 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 2026 Amended and Restated Service and Assessment Plan.

C. Administration and Interpretation

The Administrator shall: (1) perform the obligations of the Administrator as set forth in this 2026 Amended and Restated 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 2026 Amended and Restated Service and Assessment Plan. Interpretations of this 2026 Amended and Restated 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 holding a public meeting at which all interested parties have an opportunity to be heard. Decisions by the City Council shall be final and binding on the owners of Assessed Property and developers and their successors and assigns.

D. Form of Buyer Disclosure/Filing Requirements

Per Section 5.014 of the Texas Property Code, as amended, this 2026 Amended and Restated Service and Assessment Plan, and any future Annual Service Plan Updates, shall include a form of the buyer disclosures for the Lot Types with the District. The buyer disclosures are attached hereto as **Appendix A.** Within seven days of approval by the City Council, the City shall file and record in the real property records of the County the executed ordinance of this 2026 Amended and Restated Service and Assessment Plan, or any future Annual Service Plan Updates. The executed ordinance, including any attachments, approving this 2026 Amended and Restated Service and Assessment Plan or any future Annual Service Plan Updates shall be filed and recorded in their entirety.

E. Severability

If any provision of this 2026 Amended and Restated 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.

SECTION IX: ADDITIONAL INFORMATION

A. Parcel Subdivision

Improvement Area #1

- The final plat of Stonehaven Phase 1 was filed and recorded with the County as document number 2024-202400081827 on April 24, 2024.
- The final plat of Stonehaven Phase 2 was filed and recorded with the County as document number 202400196632 on September 30, 2024.

See **Exhibit A-5** for the Improvement Area #1 Lot Type classification map.

Improvement Area #2

- The final plat of Stonehaven Phase 3 was filed and recorded with the County as document number 2025-202500169231 on August 13, 2025.
- The final plat of Stonehaven Phase 5 was filed and recorded with the County as document number 2025-202500256947 on December 8, 2025.

See **Exhibit A-6** for the Improvement Area #2 Lot Type classification map.

Improvement Area #3

- There have not been any recorded plats in Improvement Area #3.

See **Exhibit A-7** for the Improvement Area #3 Lot Type classification map.

B. Lot and Home Sales

Current ownership within the District is based on information provided by the Developer and available information and is subject to change as development occurs and property is conveyed. Updated ownership and development information for Assessments securing PID Bonds may be available through continuing disclosure filings accessible via the MSRB's EMMA by searching for

the District. For Assessments securing reimbursement obligations to the Developer, the summary of current ownership within the property securing such Assessment is based on information provided by the Developer and other publicly available records. See **Appendix A** for buyer disclosures.

C. Authorized Improvements

A summary of the Authorized Improvements, including the original estimated costs of the Authorized Improvements and allocation of such costs, is provided in the Levying SAP. The Authorized Improvements and estimated costs as described in the Levying SAP are for Assessment purposes and do not represent a guarantee of construction timing or Actual Costs.

Information regarding the status of Authorized Improvements, including construction progress, estimated completion timing, and budget information, including any updates to the original estimates of costs, is based on information provided by the Developer and other available project information at the time such information is compiled. Such information may be updated from time to time.

D. Outstanding Assessment

Improvement Area #1

Improvement Area #1 has an outstanding Assessment of $6,140,734.35, which is less than the debt service due on the outstanding Improvement Area #1-2 Bonds due to Prepayment of Assessment for which Improvement Area #1-2 Bonds have not yet been redeemed.

Improvement Area #2

Improvement Area #2 has an outstanding Assessment of $5,555,000.00.

Improvement Area #3

Improvement Area #3 has an outstanding Assessment of $5,975,000.00.

Information for Assessments securing PID Bonds may be available through continuing disclosure filings accessible via EMMA website by searching for the District. For Assessments securing reimbursement obligations to the Developer, the summary of current construction status within the property securing such Assessment is based on information provided by the Developer and other publicly available records. A debt service schedule is attached as **Exhibit K-1** and **Exhibit K-2**.

E. Annual Installment Due 1/31/2027

Improvement Area #1

- ***Principal and Interest*** – The total principal and interest required for the Annual Installment as shown below.
- ***Additional Interest*** – Additional Interest is collected to fund the Delinquency and Prepayment Reserve Account. The Delinquency and Prepayment Reserve Account will be funded with Additional Interest on the outstanding Assessment, resulting in an Additional Interest for Improvement Area #1 Annual Installment as shown below.

Improvement Area #1		
Due January 31, 2027		
Principal	$	117,000.00
Interest	$	346,472.50
Additional Interest	$	30,805.00
Annual Collection Costs	$	30,334.92
Total Annual Installment Due	**$**	**524,612.42**

- ***Annual Collection Costs*** – The cost of administering the District and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of outstanding Assessment remaining on the Parcel. The total Annual Collection Costs budgeted for the Annual Installment for Improvement Area #1 is shown below.

Improvement Area #1		
Annual Collection Costs Breakdown		
Administration	$	20,853.55
City Auditor	$	349.41
Filing Fees	$	349.41
City Administrative Fee	$	3,000.00
County Collection	$	1,677.17
PID Trustee Fees	$	2,368.34
Dissemination Agent	$	1,842.04
Draw Request Review	$	4,370.00
P3Works CDA Review	$	4,025.00
Collection Cost Maintenance Balance	$	10,000.00
Less CCMB Credit from Prior Years	$	(20,000.00)
Arbitrage Calculation	$	1,500.00
Total Annual Collection Costs	**$**	**30,334.92**

Improvement Area #2

- ***Principal and Interest*** – The total principal and interest required for the Annual Installment as shown below.
- ***Additional Interest*** – Additional Interest is collected to fund the Delinquency and Prepayment Reserve Account. The Delinquency and Prepayment Reserve Account will be funded with Additional Interest on the outstanding Assessment, resulting in an Additional Interest for Improvement Area #2 Annual Installment as shown below.

Improvement Area #2		
Due January 31, 2027		
Principal	$	96,000.00
Interest	$	314,045.00
Additional Interest	$	27,775.00
Annual Collection Costs	$	27,592.69
Total Annual Installment Due	**$**	**465,412.69**

- ***Annual Collection Costs*** – The cost of administering the District and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of outstanding Assessment remaining on the Parcel. The total Annual Collection Costs budgeted for the Annual Installment for Improvement Area #2 is shown below.

Improvement Area #2		
Annual Collection Costs Breakdown		
Administration	$	18,769.53
City Auditor	$	314.49
Filing Fees	$	314.49
City Administrative Fee	$	3,000.00
County Collection	$	1,509.56
PID Trustee Fees	$	2,131.66
Dissemination Agent	$	1,657.96
Draw Request Review	$	4,370.00
P3Works CDA Review	$	4,025.00
Collection Cost Maintenance Balance	$	10,000.00
Less CCMB Credit from Prior Years	$	(20,000.00)
Arbitrage Calculation	$	1,500.00
Total Annual Collection Costs	**$**	**27,592.69**

Improvement Area #3

- ***Principal and Interest*** – The total principal and interest required for the Annual Installment as shown below.

- ***Additional Interest*** – Additional Interest is collected to fund the Delinquency and Prepayment Reserve Account. The Delinquency and Prepayment Reserve Account will be funded with Additional Interest on the outstanding Assessment, resulting in an Additional Interest for Improvement Area #3 Annual Installment as shown below.

Improvement Area #3		
Due January 31, 2027		
Principal	$	78,000.00
Interest	$	373,437.50
Additional Interest	$	29,875.00
Annual Collection Costs	$	13,239.64
Total Annual Installment Due	**$**	**494,552.14**

- ***Annual Collection Costs*** – The cost of administering the District and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of outstanding Assessment remaining on the Parcel. The total Annual Collection Costs budgeted for the Annual Installment for Improvement Area #3 is shown below.

Improvement Area #3		
Annual Collection Costs Breakdown		
Administration	$	20,059.16
City Auditor	$	336.10
Filing Fees	$	336.10
City Administrative Fee	$	3,000.00
County Collection	$	1,613.28
PID Trustee Fees	$	4,500.00
Dissemination Agent	$	3,500.00
Draw Request Review	$	4,370.00
P3Works CDA Review	$	4,025.00
Collection Cost Maintenance Balance	$	10,000.00
Arbitrage Calculation	$	1,500.00
Total Annual Collection Costs[a]	**$**	**53,239.64**

Footnote:

[a] Upon closing of the Improvement Area #3 Bonds, $40,000 shall be deposited into the Administrative Fund from PID Bond proceeds. The remaining $13,239.64 shall be collected as part of the Improvement Area #3 Annual Installment due 1/31/2027.

F. Prepayment of Assessments

Information regarding any full or partial Prepayments of the Assessments are reflected in the corresponding Assessment Roll.

EXHIBITS

The following Exhibits are attached to and made a part of this 2026 Amended and Restated Service and Assessment Plan for all purposes:

Exhibit A-1	Map of the District
Exhibit A-2	Map of Improvement Area #1
Exhibit A-3	Map of Improvement Area #2
Exhibit A-4	Map of Improvement Area #3
Exhibit A-5	Improvement Area #1 Lot Type Classification Map
Exhibit A-6	Improvement Area #2 Lot Type Classification Map
Exhibit A-7	Improvement Area #3 Lot Type Classification Map
Exhibit B	Project Costs
Exhibit C	Service Plan
Exhibit D	Sources and Uses of Funds
Exhibit E	Maximum Assessment and Tax Rate Equivalent
Exhibit F-1	Improvement Area #1 Assessment Roll
Exhibit F-2	Improvement Area #1 Annual Installments
Exhibit G-1	Improvement Area #2 Assessment Roll
Exhibit G-2	Improvement Area #2 Annual Installments
Exhibit H-1	Improvement Area #3 Assessment Roll
Exhibit H-2	Improvement Area #3 Annual Installments
Exhibit I-1	Maps of Improvement Area #1 Improvements
Exhibit I-2	Maps of Improvement Area #2 Improvements
Exhibit I-3	Maps of Improvement Area #3 Improvements
Exhibit J	Form of Notice of Assessment Termination
Exhibit K-1	Improvement Area #1-2 Bonds Debt Service Schedule
Exhibit K-2	Improvement Area #3 Bonds Debt Service Schedule
Exhibit L-1	District Legal Description
Exhibit L-2	Improvement Area #1 Legal Description
Exhibit L-3	Improvement Area #2 Legal Description
Exhibit L-4	Improvement Area #3 Legal Description

APPENDICES

The following Appendices are attached to and made a part of this 2026 Amended and Restated Service and Assessment Plan for all purposes:

Appendix A Buyer Disclosures

EXHIBIT A-1 – MAP OF THE DISTRICT



EXHIBIT A-2 – MAP OF IMPROVEMENT AREA #1

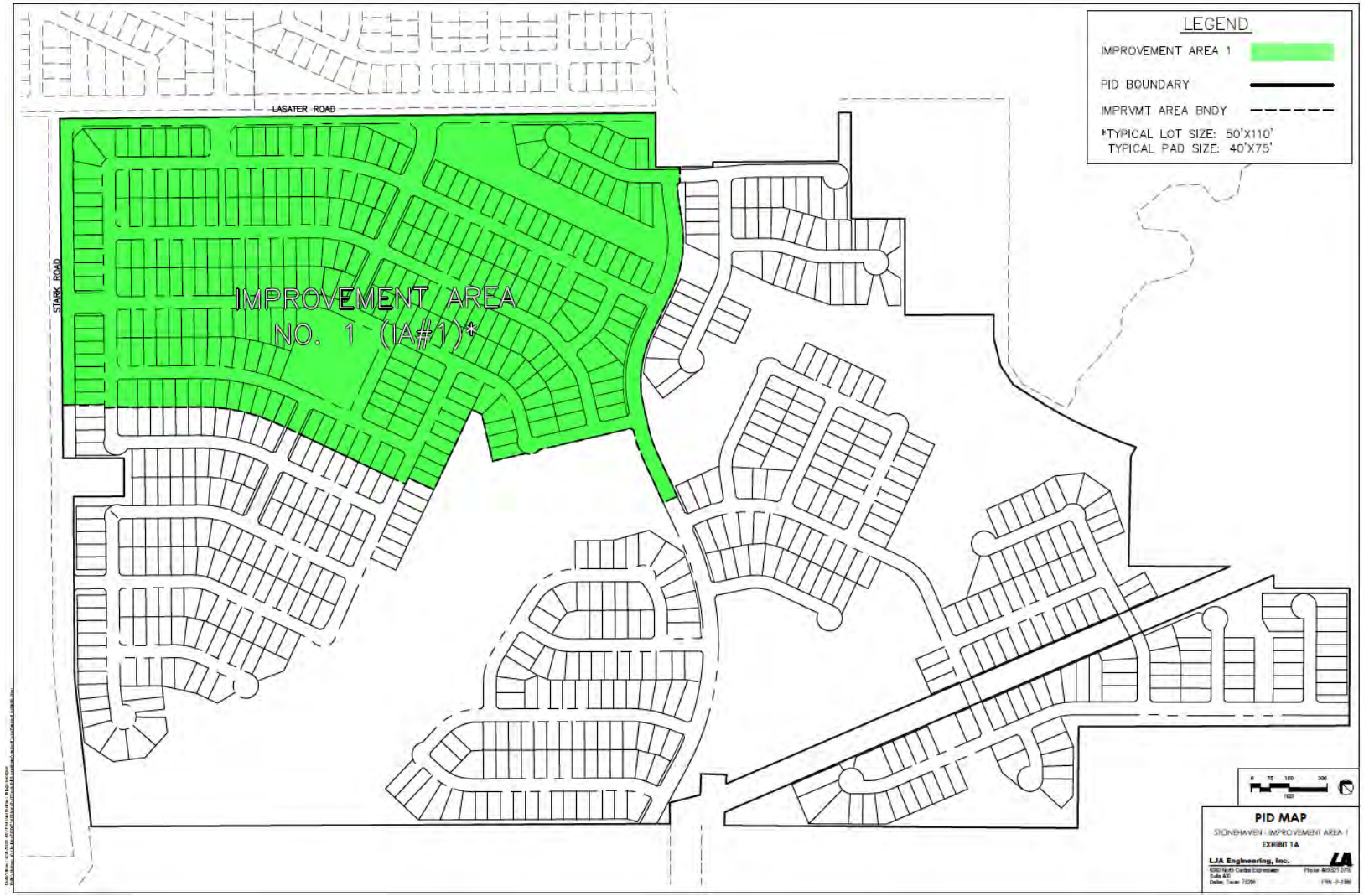


EXHIBIT A-3 – MAP OF IMPROVEMENT AREA #2

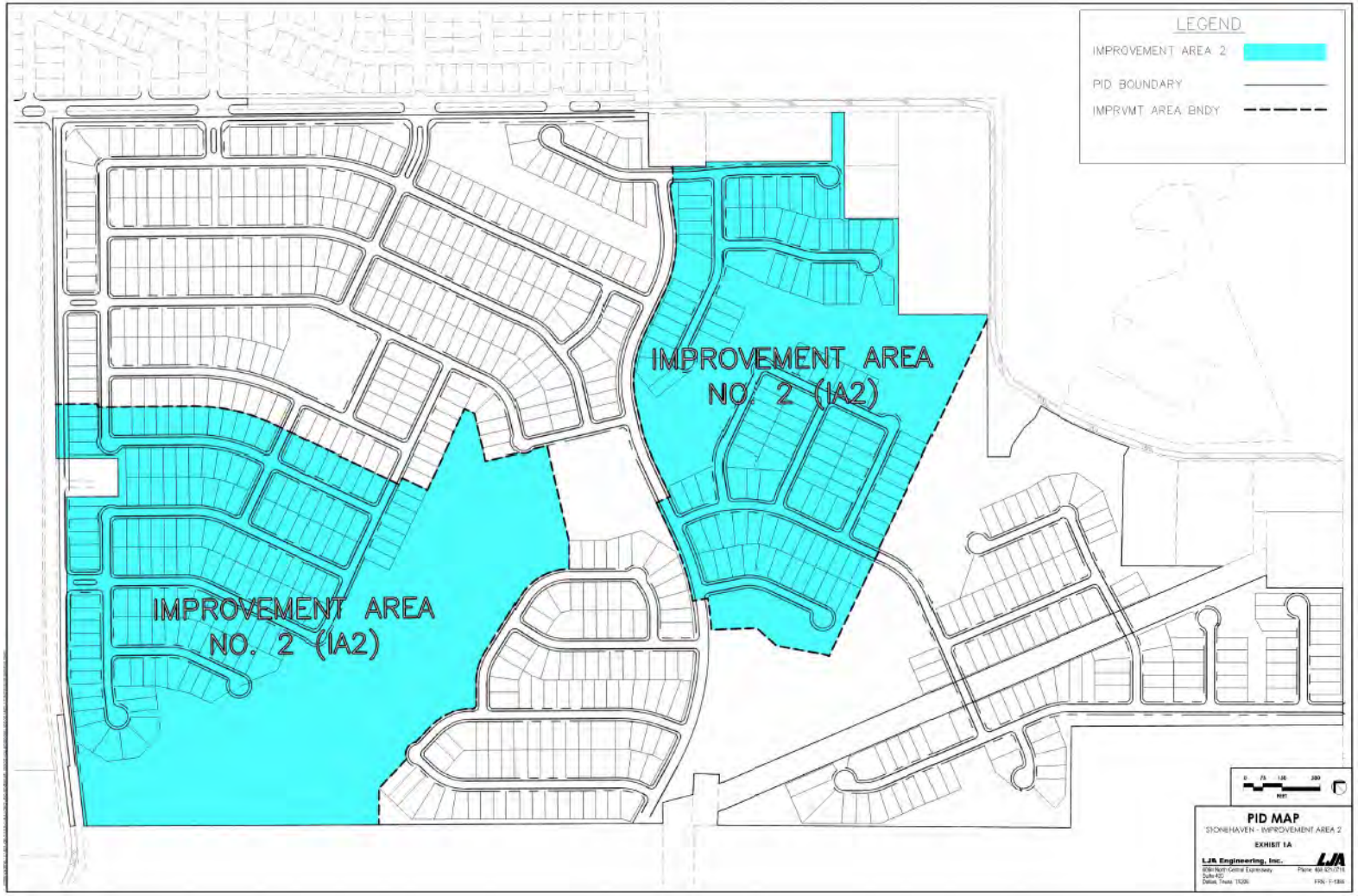


EXHIBIT A-4 – MAP OF IMPROVEMENT AREA #3

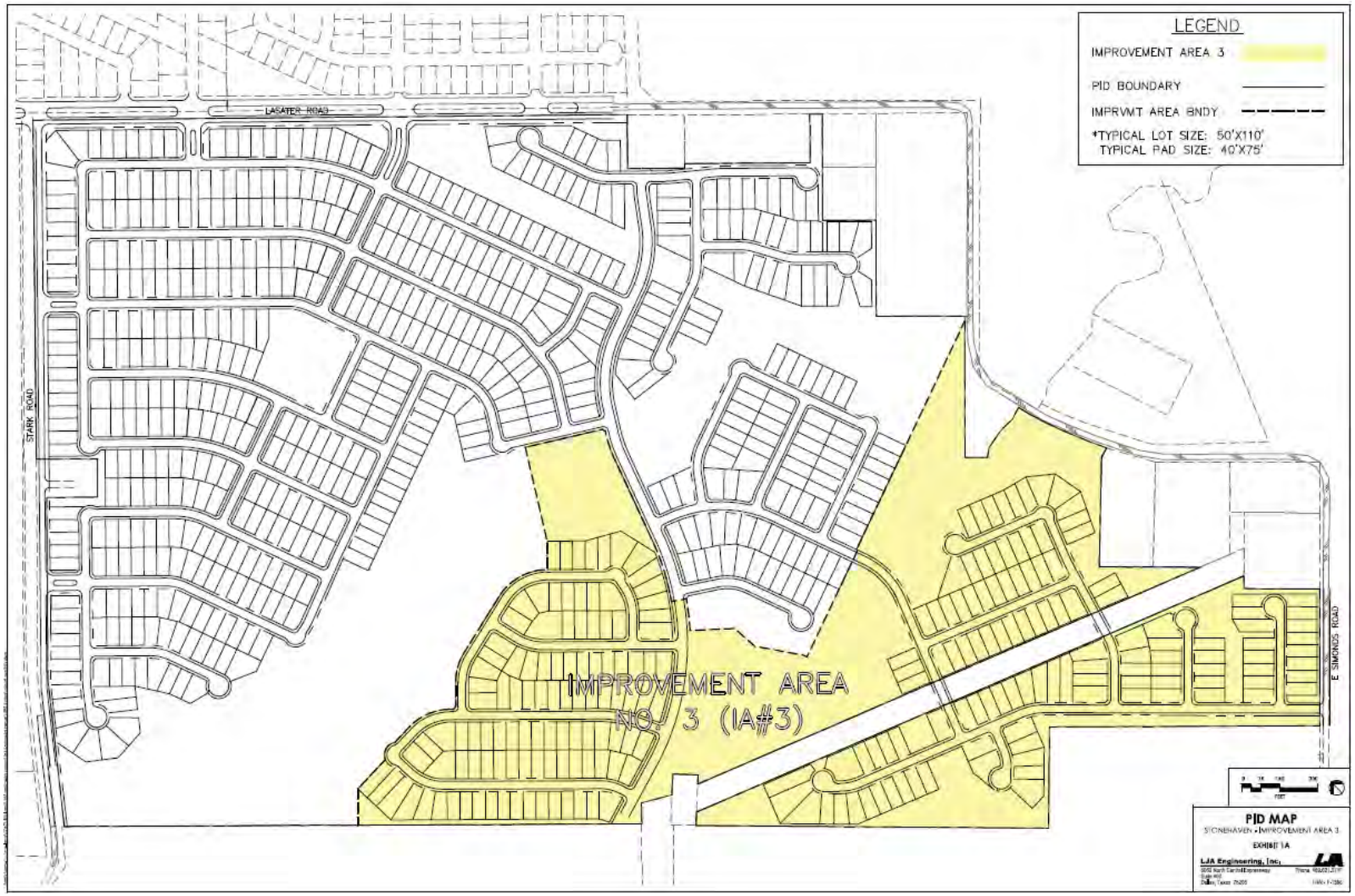


EXHIBIT A-5 – IMPROVEMENT AREA #1 LOT TYPE CLASSIFICATION MAP

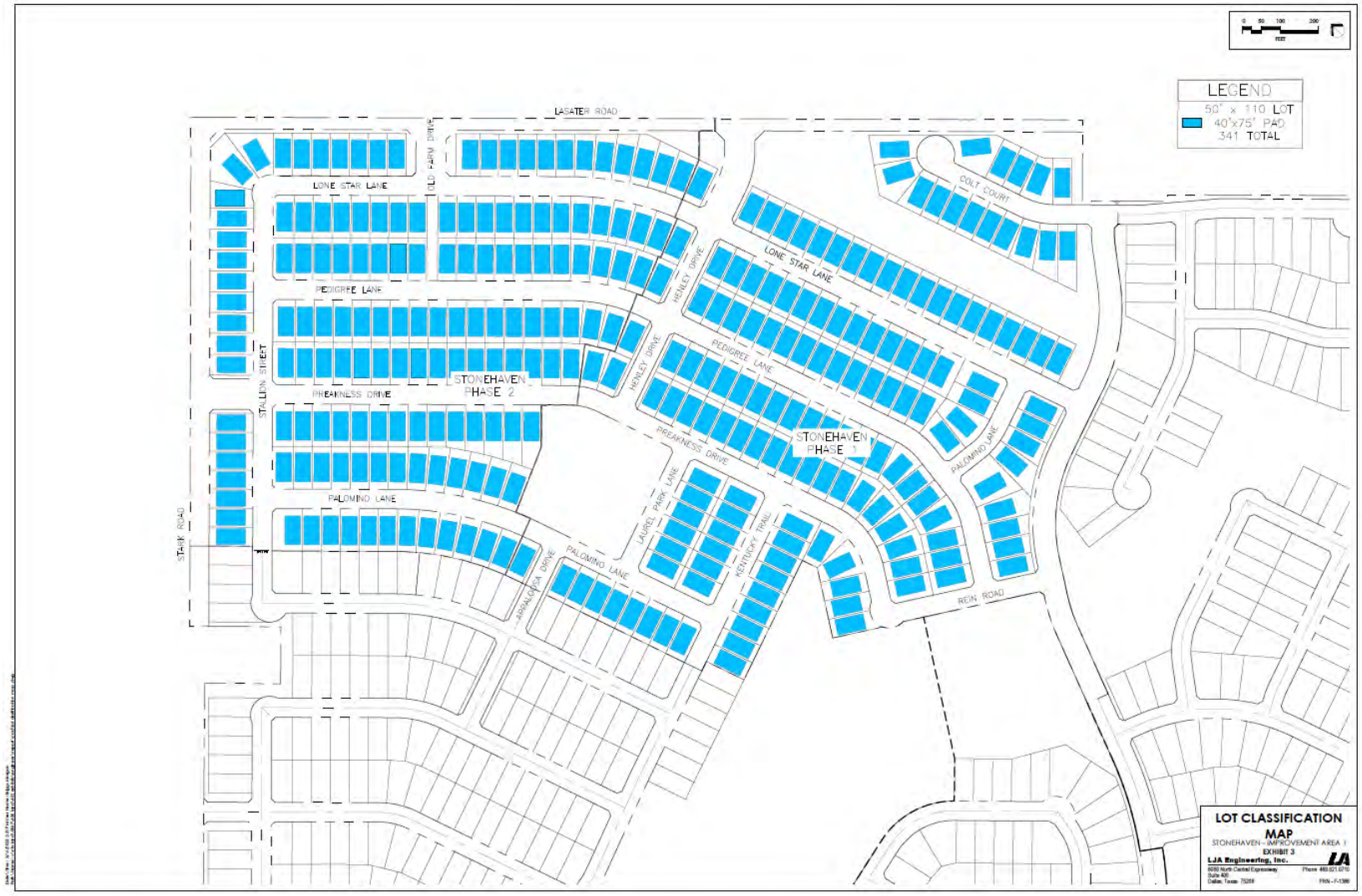


EXHIBIT A-6 - IMPROVEMENT AREA #2 LOT TYPE CLASSIFICATION



EXHIBIT A-7 – IMPROVEMENT AREA #3 LOT TYPE CLASSIFICATION MAP

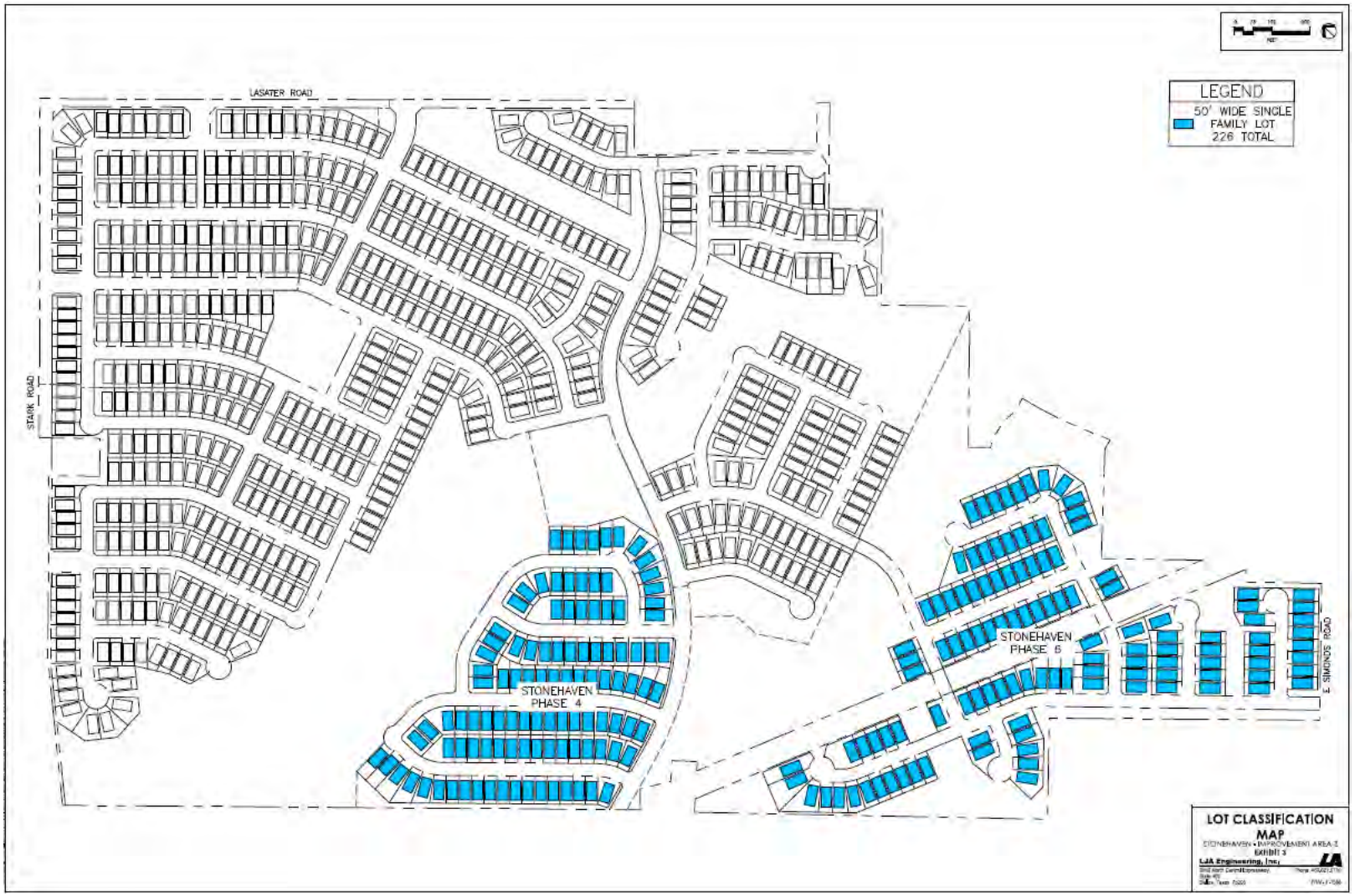


EXHIBIT B – PROJECT COSTS

	Total	Privately Funded	Authorized Improvements	Improvement Area #1		Improvement Area #2		Improvement Area #3	
				%	Cost	%	Cost	%	Cost
Major Improvements [a], [b]									
Streets	$ 4,648,053	$ 4,648,053	$ -	0.00%	$ -	0.00%	$ -	0.00%	$ -
Sanitary Sewer	6,943,100	6,943,100	-	0.00%	-	0.00%	-	0.00%	-
Storm Drainage	2,065,099	2,065,099	-	0.00%	-	0.00%	-	0.00%	-
Water	1,908,712	1,908,712	-	0.00%	-	0.00%	-	0.00%	-
Soft Costs[c]	1,922,500	1,922,500	-	0.00%	-	0.00%	-	0.00%	-
	$ 17,487,464	$ 17,487,464	$ -		$ -		$ -		$ -
Improvement Area #1 Improvements [b]									
Streets	$ 4,832,038	$ -	$ 4,832,038	100.00%	$ 4,832,038	0.00%	$ -	0.00%	$ -
Sanitary Sewer	1,166,617	-	1,166,617	100.00%	1,166,617	0.00%	-	0.00%	-
Storm Drainage	1,378,584	-	1,378,584	100.00%	1,378,584	0.00%	-	0.00%	-
Water	1,357,083	-	1,357,083	100.00%	1,357,083	0.00%	-	0.00%	-
Soft Costs[c]	873,500	-	873,500	100.00%	873,500	0.00%	-	0.00%	-
	$ 9,607,822	$ -	$ 9,607,822		$ 9,607,822		$ -		$ -
Improvement Area #2 Improvements [d]									
Streets	$ 4,189,937	$ -	$ 4,189,937	0.00%	$ -	100.00%	$ 4,189,937	0.00%	$ -
Sanitary Sewer	1,081,087	-	1,081,087	0.00%	-	100.00%	1,081,087	0.00%	-
Storm Drainage	1,285,922	-	1,285,922	0.00%	-	100.00%	1,285,922	0.00%	-
Water	1,213,571	-	1,213,571	0.00%	-	100.00%	1,213,571	0.00%	-
Soft Costs[c]	777,500	-	777,500	0.00%	-	100.00%	777,500	0.00%	-
	$ 8,548,017	$ -	$ 8,548,017		$ -		$ 8,548,017		$ -
Improvement Area #3 Improvements [e]									
Streets	$ 2,942,583	$ -	$ 2,942,583	0.00%	$ -	0.00%	$ -	100.00%	$ 2,942,583
Sanitary Sewer	1,654,209	-	1,654,209	0.00%	-	0.00%	-	100.00%	1,654,209
Storm Drainage	669,224	-	669,224	0.00%	-	0.00%	-	100.00%	669,224
Water	971,602	-	971,602	0.00%	-	0.00%	-	100.00%	971,602
Soft Costs[c]	624,000	-	624,000	0.00%	-	0.00%	-	100.00%	624,000
	$ 6,861,618	$ -	$ 6,861,618		$ -		$ -		$ 6,861,618
Private Improvements [f]									
Streets	$ 5,238,234	$ 5,238,234	$ -	0.00%	$ -	0.00%	$ -	0.00%	$ -
Sanitary Sewer	6,953,949	6,953,949	-	0.00%	-	0.00%	-	0.00%	-
Storm Drainage	2,672,368	2,672,368	-	0.00%	-	0.00%	-	0.00%	-
Water	1,977,197	1,977,197	-	0.00%	-	0.00%	-	0.00%	-
Retaining Walls	3,293,114	3,293,114	-	0.00%	-	0.00%	-	0.00%	-
Miscellaneous Items	356,863	356,863	-	0.00%	-	0.00%	-	0.00%	-
Landscaping	4,169,400	4,169,400	-	0.00%	-	0.00%	-	0.00%	-
Soft Costs[c]	2,467,000	2,467,000	-	0.00%	-	0.00%	-	0.00%	-
	$ 27,128,125	$ 27,128,125	$ -		$ -		$ -		$ -
Bond Issuance Costs [g]									
Debt Service Reserve Fund	$ 1,325,855	$ -	$ 1,325,855		$ 459,710		$ 414,520		$ 451,625
Underwriter's Discount[h]	562,290	-	562,290		201,420		181,620		179,250
Cost of Issuance	973,093	-	973,093		307,472		277,247		388,375
	$ 2,885,101	$ -	$ 2,885,101		$ 981,586		$ 884,265		$ 1,019,250
Other Costs [g]									
Initial Deposit to Administrative Fund	$ 120,000	$ -	$ 120,000		$ 40,000		$ 40,000		$ 40,000
	$ 120,000	$ -	$ 120,000		$ 40,000		$ 40,000		$ 40,000
Total	**$ 72,638,147**	**$ 44,615,589**	**$ 28,022,558**		**$ 10,629,408**		**$ 9,472,282**		**$ 7,920,868**

Footnotes:

[a] Major Improvements are to be privately funded by the Developer and are not reimbursable from Assessments or PID Bonds.
[b] Costs per Engineer's Report dated April 2023.
[c] Soft Costs include overall contingencies.
[d] Costs per Engineer's Report dated April 2024.
[e] Costs per Engineer's Report dated March 2025.
[f] Not reimbursable to Developer from Assessments or PID Bonds.
[g] Bond Issuance Costs and Other Costs for the Improvement Area #1-2 Bonds have been updated to reflect actual cost. Bond Issuance Costs for Improvement Area #3 are shown for illustrative purposes only and shall be updated upon PID Bond issuance.
[h] Includes the fee to counsel to the Underwriter.

EXHIBIT C – SERVICE PLAN

Improvement Area #1						
Annual Installments Due		**1/31/2027**	**1/31/2028**	**1/31/2029**	**1/31/2030**	**1/31/2031**
Principal		$ 117,000.00	$ 121,000.00	$ 126,000.00	$ 130,000.00	$ 135,000.00
Interest		346,472.50	341,500.00	336,357.50	331,002.50	325,477.50
	(1)	$ 463,472.50	$ 462,500.00	$ 462,357.50	$ 461,002.50	$ 460,477.50
Annual Collection Costs	(2)	$ 30,334.92	$ 39,611.62	$ 40,403.85	$ 41,211.93	$ 42,036.17
Additional Interest	(3)	$ 30,805.00	$ 30,220.00	$ 29,615.00	$ 28,985.00	$ 28,335.00
Total Annual Installment	**(4) = (1) + (2) + (3)**	**$ 524,612.42**	**$ 532,331.62**	**$ 532,376.35**	**$ 531,199.43**	**$ 530,848.67**

Improvement Area #2						
Annual Installments Due		**1/31/2027**	**1/31/2028**	**1/31/2029**	**1/31/2030**	**1/31/2031**
Principal		$ 96,000.00	$ 100,000.00	$ 104,000.00	$ 108,000.00	$ 112,000.00
Interest		314,045.00	309,965.00	305,715.00	301,295.00	296,705.00
	(1)	$ 410,045.00	$ 409,965.00	$ 409,715.00	$ 409,295.00	$ 408,705.00
Annual Collection Costs	(2)	$ 27,592.69	$ 36,814.54	$ 37,550.83	$ 38,301.85	$ 39,067.89
Additional Interest	(3)	$ 27,775.00	$ 27,295.00	$ 26,795.00	$ 26,275.00	$ 25,735.00
Total Annual Installment	**(4) = (1) + (2) + (3)**	**$ 465,412.69**	**$ 474,074.54**	**$ 474,060.83**	**$ 473,871.85**	**$ 473,507.89**

Improvement Area #3						
Annual Installments Due		**1/31/2027**	**1/31/2028**	**1/31/2029**	**1/31/2030**	**1/31/2031**
Principal		$ 78,000.00	$ 83,000.00	$ 88,000.00	$ 93,000.00	$ 99,000.00
Interest		373,437.50	368,562.50	363,375.00	357,875.00	352,062.50
	(1)	$ 451,437.50	$ 451,562.50	$ 451,375.00	$ 450,875.00	$ 451,062.50
Annual Collection Costs	(2)	$ 13,239.64	$ 42,574.43	$ 43,425.92	$ 44,294.44	$ 45,180.33
Additional Interest	(3)	$ 29,875.00	$ 29,485.00	$ 29,070.00	$ 28,630.00	$ 28,165.00
Total Annual Installment	**(4) = (1) + (2) + (3)**	**$ 494,552.14**	**$ 523,621.93**	**$ 523,870.92**	**$ 523,799.44**	**$ 524,407.83**

EXHIBIT D – SOURCES AND USES OF FUNDS

	Private	Improvement Area #1	Improvement Area #2	Improvement Area #3	Total
Sources of Funds					
Improvement Area #1-2 Bonds	$ -	$ 6,274,000	$ 5,647,000	$ -	$ 11,921,000
Improvement Area #1 Reimbursement Obligation[a]	-	21,771	-	-	21,771
Improvement Area #1 Interest Earnings[b]	-	486,734	-	-	486,734
Improvement Area #3 Bonds	-	-	-	5,975,000	5,975,000
Improvement Area #3 Reimbursement Obligation[c]	-	-	-	59,113	59,113
Improvement Area #3 Interest Earnings[d]	-	-	-	448,401	448,401
Developer Contribution - Improvement Area #1[e]	-	3,846,903	-	-	3,846,903
Developer Contribution - Improvement Area #2[e]	-	-	3,825,282	-	3,825,282
Developer Contribution - Improvement Area #3[e]	-	-	-	1,438,355	1,438,355
Developer Contribution - Private Improvements[e]	27,128,125	-	-	-	27,128,125
Developer Contribution - Major Improvements[e]	17,487,464	-	-	-	17,487,464
Total Sources	**$ 44,615,589**	**$ 10,629,408**	**$ 9,472,282**	**$ 7,920,868**	**$ 72,638,147**
Uses of Funds					
Major Improvements	$ 17,487,464	$ -	$ -	$ -	$ 17,487,464
Improvement Area #1 Improvements	-	9,607,822	-	-	9,607,822
Improvement Area #2 Improvements	-	-	8,548,017	-	8,548,017
Improvement Area #3 Improvements	-	-	-	6,861,618	6,861,618
Private Improvements	27,128,125	-	-	-	27,128,125
	$ 44,615,589	$ 9,607,822	$ 8,548,017	$ 6,861,618	$ 69,633,046
Bond Issuance Costs[f]					
Debt Service Reserve Fund	$ -	$ 459,710	$ 414,520	$ 451,625	$ 1,325,855
Underwriter's Discount[g]	-	201,420	181,620	179,250	562,290
Cost of Issuance	-	307,472	277,247	388,375	973,093
Original Issue Discount	-	12,985	10,878	-	23,863
	$ -	$ 981,586	$ 884,265	$ 1,019,250	$ 2,885,101
Other Costs[f]					
Initial Deposit to Administrative Fund	$ -	$ 40,000	$ 40,000	$ 40,000	$ 120,000
	$ -	$ 40,000	$ 40,000	$ 40,000	$ 120,000
Total Uses	**$ 44,615,589**	**$ 10,629,408**	**$ 9,472,282**	**$ 7,920,868**	**$ 72,638,147**

Footnotes:

[a] Includes the principal portion of Annual Installments collected in 2024 prior to the issuance of Improvement Area #1-2 Bonds and will not be funded from the proceeds of PID Bonds or from the collection of future Annual Installments. The outstanding balance of the Improvement Area #1 Reimbursement Obligation is reduced to $0, due to the issuance of Improvement Area #1-2 Bonds. The principal portion of Annual Installments collected in 2024 was deposited into the Project Fund upon issuance of the Improvement Area #1-2 Bonds.

[b] Interest collected on the 2024 Improvement Area #1 Annual Installment deposited into the Project Fund.

[c] Includes the principal portion of Annual Installments collected in 2026 prior to the issuance of Improvement Area #3 Bonds that will not be funded from the proceeds of PID Bonds or from the collection of future Annual Installments. The outstanding balance of the Improvement Area #3 Reimbursement Obligation shall be reduced to $0 upon the issuance of Improvement Area #3 Bonds. The principal portion of Annual Installments collected in 2026 shall be deposited into the Project Fund upon issuance of the Improvement Area #3 Bonds and used to reimburse the Developer.

[d] Interest collected on the 2026 Improvement Area #3 Annual Installment to be deposited into the Project Fund and used to reimburse the Developer.

[e] Not reimbursable to the Developer through Assessments or PID Bonds.

[f] The estimated Bond Issuance Costs for Improvement Area #1 and Improvement Area #2 have been updated to reflect the Actual Cost. The estimated Bond Issuance Costs for Improvement Area #3 are preliminary and subject to change.

[g] Includes the fee to counsel to the Underwriter.

EXHIBIT E – MAXIMUM ASSESSMENT AND TAX RATE EQUIVALENT

Lot Type	Units[a]	Estimated Buildout Value[a]		Outstanding Assessment		Average Annual Installment[b]		PID TRE
		Per Unit	Total	Per Unit	Total	Per Unit	Total	
Improvement Area #1								
Lot Type 1 (50')	304	$ 358,902	$ 109,106,208	$ 20,266	$ 6,161,000	$ 1,835	$ 557,898	$ 0.5113
Improvement Area #1 Subtotal	**304**		**$ 109,106,208**		**$ 6,161,000**		**$ 557,898**	**$ 0.5113**
Improvement Area #2								
Lot Type 2 (50')	279	$ 373,402	$ 104,179,158	$ 19,910	$ 5,555,000	$ 1,729	$ 482,426	$ 0.4631
Improvement Area #2 Subtotal	**279**		**$ 104,179,158**		**$ 5,555,000**		**$ 482,426**	**$ 0.4631**
Improvement Area #3								
Lot Type 3 (50')	226	$ 365,000	$ 82,490,000	$ 26,438	$ 5,975,000	$ 2,331	$ 526,752	$ 0.6386
Improvement Area #3 Subtotal	**226**		**$ 82,490,000**		**$ 5,975,000**		**$ 526,752**	**$ 0.6386**
Total	**809**		**$ 295,775,366**		**$ 17,691,000**			

Footnotes:

[a] Per information provided by the Developer.

[b] The Average Annual Installment for Improvement Area #1 and Improvement Area #2 was determined at the time the City Council approved the 2025 A&R SAP.

EXHIBIT F-1 –IMPROVEMENT AREA #1 ASSESSMENT ROLL

Property ID[a]	Lot Type	Note	Outstanding Assessment	Total Annual Installment Due 1/31/2027[b]
500497800A0010000	Lot Type 1		$20,266.45	$1,726.03
500497800A0020000	Lot Type 1		$20,266.45	$1,726.03
500497800A0030000	Lot Type 1		$20,266.45	$1,726.03
500497800A0040000	Lot Type 1		$20,266.45	$1,726.03
500497800A0050000	Lot Type 1		$20,266.45	$1,726.03
500497800A0060000	Lot Type 1		$20,266.45	$1,726.03
500497800A0070000	Lot Type 1		$20,266.45	$1,726.03
500497800A0080000	Lot Type 1		$20,266.45	$1,726.03
500497800A0090000	Lot Type 1		$20,266.45	$1,726.03
500497800A0100000	Lot Type 1		$20,266.45	$1,726.03
500497800A0110000	Lot Type 1		$20,266.45	$1,726.03
500497800A0120000	Lot Type 1		$20,266.45	$1,726.03
500497800A0130000	Lot Type 1		$20,266.45	$1,726.03
500497800A0140000	Lot Type 1		$20,266.45	$1,726.03
500497800A0150000	Lot Type 1		$20,266.45	$1,726.03
500497800A0160000	Lot Type 1		$20,266.45	$1,726.03
500497800A0170000	Lot Type 1		$20,266.45	$1,726.03
500497800A0180000	Lot Type 1		$20,266.45	$1,726.03
500497800A0190000	Lot Type 1		$20,266.45	$1,726.03
500497800A01X0000	Non-Benefitted		$0.00	$0.00
500497800A0200000	Lot Type 1		$20,266.45	$1,726.03
500497800A0210000	Lot Type 1		$20,266.45	$1,726.03
500497800A0220000	Lot Type 1		$20,266.45	$1,726.03
500497800A0230000	Lot Type 1		$20,266.45	$1,726.03
500497800A0240000	Lot Type 1		$20,266.45	$1,726.03
500497800A0250000	Lot Type 1		$20,266.45	$1,726.03
500497800A0260000	Lot Type 1		$20,266.45	$1,726.03
500497800A0270000	Lot Type 1		$20,266.45	$1,726.03
500497800A0280000	Lot Type 1		$20,266.45	$1,726.03
500497800A0290000	Lot Type 1		$20,266.45	$1,726.03
500497800A0300000	Lot Type 1		$20,266.45	$1,726.03
500497800A0310000	Lot Type 1		$20,266.45	$1,726.03
500497800A0320000	Lot Type 1		$20,266.45	$1,726.03
500497800A0330000	Lot Type 1		$20,266.45	$1,726.03
500497800A0340000	Lot Type 1		$20,266.45	$1,726.03

Property ID[a]	Lot Type	Note	Outstanding Assessment	Total Annual Installment Due 1/31/2027[b]
500497800A0350000	Lot Type 1		$20,266.45	$1,726.03
500497800B0010000	Lot Type 1		$20,266.45	$1,726.03
500497800B0020000	Lot Type 1		$20,266.45	$1,726.03
500497800B0030000	Lot Type 1		$20,266.45	$1,726.03
500497800B0040000	Lot Type 1		$20,266.45	$1,726.03
500497800B0050000	Lot Type 1		$20,266.45	$1,726.03
500497800B0060000	Lot Type 1		$20,266.45	$1,726.03
500497800B0070000	Lot Type 1		$20,266.45	$1,726.03
500497800B0080000	Lot Type 1		$20,266.45	$1,726.03
500497800B0090000	Lot Type 1		$20,266.45	$1,726.03
500497800B01X0000	Non-Benefitted		$0.00	$0.00
500497800C0010000	Lot Type 1		$20,266.45	$1,726.03
500497800C0020000	Lot Type 1		$20,266.45	$1,726.03
500497800C0030000	Lot Type 1		$20,266.45	$1,726.03
500497800C0040000	Lot Type 1		$20,266.45	$1,726.03
500497800C0050000	Lot Type 1		$20,266.45	$1,726.03
500497800C0060000	Lot Type 1		$20,266.45	$1,726.03
500497800C0070000	Lot Type 1		$20,266.45	$1,726.03
500497800C0080000	Lot Type 1		$20,266.45	$1,726.03
500497800C0090000	Lot Type 1		$20,266.45	$1,726.03
500497800C0100000	Lot Type 1		$20,266.45	$1,726.03
500497800C0110000	Lot Type 1		$20,266.45	$1,726.03
500497800C0120000	Lot Type 1		$20,266.45	$1,726.03
500497800C0130000	Lot Type 1		$20,266.45	$1,726.03
500497800C0140000	Lot Type 1		$20,266.45	$1,726.03
500497800C0150000	Lot Type 1		$20,266.45	$1,726.03
500497800C0160000	Lot Type 1		$20,266.45	$1,726.03
500497800C0170000	Lot Type 1		$20,266.45	$1,726.03
500497800C0180000	Lot Type 1		$20,266.45	$1,726.03
500497800C0190000	Lot Type 1		$20,266.45	$1,726.03
500497800C01X0000	Non-Benefitted		$0.00	$0.00
500497800C0200000	Lot Type 1		$20,266.45	$1,726.03
500497800C0210000	Lot Type 1		$20,266.45	$1,726.03
500497800C0220000	Lot Type 1		$20,266.45	$1,726.03
500497800C0230000	Lot Type 1		$20,266.45	$1,726.03
500497800C0240000	Lot Type 1		$20,266.45	$1,726.03
500497800C0250000	Lot Type 1		$20,266.45	$1,726.03
500497800C0260000	Lot Type 1		$20,266.45	$1,726.03

Property ID[a]	Lot Type	Note	Outstanding Assessment	Total Annual Installment Due 1/31/2027[b]
500497800C0270000	Lot Type 1		$20,266.45	$1,726.03
500497800C0280000	Lot Type 1		$20,266.45	$1,726.03
500497800C0290000	Lot Type 1		$20,266.45	$1,726.03
500497800C0300000	Lot Type 1		$20,266.45	$1,726.03
500497800C0310000	Lot Type 1		$20,266.45	$1,726.03
500497800C0320000	Lot Type 1		$20,266.45	$1,726.03
500497800D0010000	Lot Type 1		$20,266.45	$1,726.03
500497800D0020000	Lot Type 1		$20,266.45	$1,726.03
500497800D0030000	Lot Type 1		$20,266.45	$1,726.03
500497800D0040000	Lot Type 1		$20,266.45	$1,726.03
500497800D0050000	Lot Type 1		$20,266.45	$1,726.03
500497800D0060000	Lot Type 1		$20,266.45	$1,726.03
500497800D0070000	Lot Type 1		$20,266.45	$1,726.03
500497800D0080000	Lot Type 1		$20,266.45	$1,726.03
500497800D0090000	Lot Type 1		$20,266.45	$1,726.03
500497800D0100000	Lot Type 1		$20,266.45	$1,726.03
500497800D0110000	Lot Type 1		$20,266.45	$1,726.03
500497800D0120000	Lot Type 1		$20,266.45	$1,726.03
500497800D0130000	Lot Type 1		$20,266.45	$1,726.03
500497800D0140000	Lot Type 1		$20,266.45	$1,726.03
500497800D0150000	Lot Type 1		$20,266.45	$1,726.03
500497800D0160000	Lot Type 1		$20,266.45	$1,726.03
500497800D0170000	Lot Type 1		$20,266.45	$1,726.03
500497800D0180000	Lot Type 1		$20,266.45	$1,726.03
500497800D0190000	Lot Type 1		$20,266.45	$1,726.03
500497800D01X0000	Non-Benefitted		$0.00	$0.00
500497800D0200000	Lot Type 1		$20,266.45	$1,726.03
500497800D0210000	Lot Type 1		$20,266.45	$1,726.03
500497800D0220000	Lot Type 1		$20,266.45	$1,726.03
500497800D0230000	Lot Type 1		$20,266.45	$1,726.03
500497800D0240000	Lot Type 1		$20,266.45	$1,726.03
500497800D0250000	Lot Type 1		$20,266.45	$1,726.03
500497800D0260000	Lot Type 1		$20,266.45	$1,726.03
500497800D0270000	Lot Type 1		$20,266.45	$1,726.03
500497800D0280000	Lot Type 1		$20,266.45	$1,726.03
500497800D0290000	Lot Type 1		$20,266.45	$1,726.03
500497800D0300000	Lot Type 1		$20,266.45	$1,726.03
500497800D0310000	Lot Type 1		$20,266.45	$1,726.03

Property ID[a]	Lot Type	Note	Outstanding Assessment	Total Annual Installment Due 1/31/2027[b]
500497800D0320000	Lot Type 1		$20,266.45	$1,726.03
500497800D0330000	Lot Type 1		$20,266.45	$1,726.03
500497800D0340000	Lot Type 1		$20,266.45	$1,726.03
500497800D0350000	Lot Type 1		$20,266.45	$1,726.03
500497800D0360000	Lot Type 1		$20,266.45	$1,726.03
500497800D0370000	Lot Type 1		$20,266.45	$1,726.03
500497800D0380000	Lot Type 1		$20,266.45	$1,726.03
500497800E0010000	Lot Type 1		$20,266.45	$1,726.03
500497800E0020000	Lot Type 1		$20,266.45	$1,726.03
500497800E0030000	Lot Type 1		$20,266.45	$1,726.03
500497800E0040000	Lot Type 1		$20,266.45	$1,726.03
500497800E0050000	Lot Type 1		$20,266.45	$1,726.03
500497800E0060000	Lot Type 1		$20,266.45	$1,726.03
500497800E0070000	Lot Type 1		$20,266.45	$1,726.03
500497800E0080000	Lot Type 1		$20,266.45	$1,726.03
500497800E0090000	Lot Type 1		$20,266.45	$1,726.03
500497800E0100000	Lot Type 1		$20,266.45	$1,726.03
500497800E0110000	Lot Type 1		$20,266.45	$1,726.03
500497800E0120000	Lot Type 1		$20,266.45	$1,726.03
500497800F0130000	Lot Type 1		$20,266.45	$1,726.03
500497800F0140000	Lot Type 1		$20,266.45	$1,726.03
500497800F0150000	Lot Type 1		$20,266.45	$1,726.03
500497800F0160000	Lot Type 1		$20,266.45	$1,726.03
500497800F0170000	Lot Type 1		$20,266.45	$1,726.03
500497800F0180000	Lot Type 1		$20,266.45	$1,726.03
500497800F0190000	Lot Type 1		$20,266.45	$1,726.03
500497800F0200000	Lot Type 1		$20,266.45	$1,726.03
500497800F0210000	Lot Type 1		$20,266.45	$1,726.03
500497800F0220000	Lot Type 1		$20,266.45	$1,726.03
500497800F0230000	Lot Type 1		$20,266.45	$1,726.03
500497800F0240000	Lot Type 1		$20,266.45	$1,726.03
500497800F0250000	Lot Type 1		$20,266.45	$1,726.03
500497800F0260000	Lot Type 1		$20,266.45	$1,726.03
500497800G0010000	Lot Type 1		$20,266.45	$1,726.03
500497800G0020000	Lot Type 1		$20,266.45	$1,726.03
500497800G0030000	Lot Type 1		$20,266.45	$1,726.03
500497800G0040000	Lot Type 1		$20,266.45	$1,726.03
500497800G0050000	Lot Type 1		$20,266.45	$1,726.03

Property ID[a]	Lot Type	Note	Outstanding Assessment	Total Annual Installment Due 1/31/2027[b]
500497800G0060000	Lot Type 1		$20,266.45	$1,726.03
500497800G0070000	Lot Type 1		$20,266.45	$1,726.03
500497800G0080000	Lot Type 1		$20,266.45	$1,726.03
500497800G01X0000	Non-Benefitted		$0.00	$0.00
500497800H0010000	Lot Type 1		$20,266.45	$1,726.03
500497800H01X0000	Non-Benefitted		$0.00	$0.00
500497800I0010000	Lot Type 1		$20,266.45	$1,726.03
500497800I01X0000	Non-Benefitted		$0.00	$0.00
500497800I0410000	Lot Type 1		$20,266.45	$1,726.03
500497800K0010000	Lot Type 1		$20,266.45	$1,726.03
500497800K01X0000	Non-Benefitted		$0.00	$0.00
500497800K0360000	Lot Type 1		$20,266.45	$1,726.03
500497800K0370000	Lot Type 1		$20,266.45	$1,726.03
500497800L01X0000	Non-Benefitted		$0.00	$0.00
500497800M0010000	Lot Type 1		$20,266.45	$1,726.03
500497800M01X0000	Non-Benefitted		$0.00	$0.00
500498200H0020000	Lot Type 1		$20,266.45	$1,726.03
500498200H0030000	Lot Type 1		$20,266.45	$1,726.03
500498200H0040000	Lot Type 1		$20,266.45	$1,726.03
500498200H0050000	Lot Type 1		$20,266.45	$1,726.03
500498200H0060000	Lot Type 1		$20,266.45	$1,726.03
500498200H0070000	Lot Type 1		$20,266.45	$1,726.03
500498200H0080000	Lot Type 1		$20,266.45	$1,726.03
500498200H0090000	Lot Type 1		$20,266.45	$1,726.03
500498200H0100000	Lot Type 1		$20,266.45	$1,726.03
500498200H0110000	Lot Type 1		$20,266.45	$1,726.03
500498200H0120000	Lot Type 1		$20,266.45	$1,726.03
500498200H0130000	Lot Type 1		$20,266.45	$1,726.03
500498200H02X0000	Non-Benefitted		$0.00	$0.00
500498200I0020000	Lot Type 1		$20,266.45	$1,726.03
500498200I0030000	Lot Type 1		$20,266.45	$1,726.03
500498200I0040000	Lot Type 1		$20,266.45	$1,726.03
500498200I0050000	Lot Type 1		$20,266.45	$1,726.03
500498200I0060000	Lot Type 1		$20,266.45	$1,726.03
500498200I0070000	Lot Type 1		$20,266.45	$1,726.03
500498200I0080000	Lot Type 1		$20,266.45	$1,726.03
500498200I0090000	Lot Type 1		$20,266.45	$1,726.03
500498200I0100000	Lot Type 1		$20,266.45	$1,726.03

Property ID[a]	Lot Type	Note	Outstanding Assessment	Total Annual Installment Due 1/31/2027[b]
50049820OI0110000	Lot Type 1		$20,266.45	$1,726.03
50049820OI0120000	Lot Type 1		$20,266.45	$1,726.03
50049820OI0130000	Lot Type 1		$20,266.45	$1,726.03
50049820OI0140000	Lot Type 1		$20,266.45	$1,726.03
50049820OI0150000	Lot Type 1		$20,266.45	$1,726.03
50049820OI0160000	Lot Type 1		$20,266.45	$1,726.03
50049820OI0170000	Lot Type 1		$20,266.45	$1,726.03
50049820OI0180000	Lot Type 1		$20,266.45	$1,726.03
50049820OI0190000	Lot Type 1		$20,266.45	$1,726.03
50049820OI0200000	Lot Type 1		$20,266.45	$1,726.03
50049820OI0210000	Lot Type 1		$20,266.45	$1,726.03
50049820OI0220000	Lot Type 1		$20,266.45	$1,726.03
50049820OI0230000	Lot Type 1		$20,266.45	$1,726.03
50049820OI0240000	Lot Type 1		$20,266.45	$1,726.03
50049820OI0250000	Lot Type 1		$20,266.45	$1,726.03
50049820OI0260000	Lot Type 1		$20,266.45	$1,726.03
50049820OI0270000	Lot Type 1		$20,266.45	$1,726.03
50049820OI0280000	Lot Type 1		$20,266.45	$1,726.03
50049820OI0290000	Lot Type 1		$20,266.45	$1,726.03
50049820OI02X0000	Non-Benefitted		$0.00	$0.00
50049820OI0300000	Lot Type 1		$20,266.45	$1,726.03
50049820OI0310000	Lot Type 1		$20,266.45	$1,726.03
50049820OI0320000	Lot Type 1		$20,266.45	$1,726.03
50049820OI0330000	Lot Type 1		$20,266.45	$1,726.03
50049820OI0340000	Lot Type 1		$20,266.45	$1,726.03
50049820OI0350000	Lot Type 1		$20,266.45	$1,726.03
50049820OI0360000	Lot Type 1		$20,266.45	$1,726.03
50049820OI0370000	Lot Type 1		$20,266.45	$1,726.03
50049820OI0380000	Lot Type 1		$20,266.45	$1,726.03
50049820OI0390000	Lot Type 1		$20,266.45	$1,726.03
50049820OI0400000	Lot Type 1		$20,266.45	$1,726.03
50049820OJ0010000	Lot Type 1		$20,266.45	$1,726.03
50049820OJ0020000	Lot Type 1		$20,266.45	$1,726.03
50049820OJ0030000	Lot Type 1		$20,266.45	$1,726.03
50049820OJ0040000	Lot Type 1		$20,266.45	$1,726.03
50049820OJ0050000	Lot Type 1		$20,266.45	$1,726.03
50049820OJ0060000	Lot Type 1		$20,266.45	$1,726.03
50049820OJ0070000	Lot Type 1		$20,266.45	$1,726.03

Property ID[a]	Lot Type	Note	Outstanding Assessment	Total Annual Installment Due 1/31/2027[b]
500498200J0080000	Lot Type 1		$20,266.45	$1,726.03
500498200J0090000	Lot Type 1		$20,266.45	$1,726.03
500498200J0100000	Lot Type 1		$20,266.45	$1,726.03
500498200J0110000	Lot Type 1		$20,266.45	$1,726.03
500498200J0120000	Lot Type 1		$20,266.45	$1,726.03
500498200J0130000	Lot Type 1		$20,266.45	$1,726.03
500498200J0140000	Lot Type 1		$20,266.45	$1,726.03
500498200J0150000	Lot Type 1		$20,266.45	$1,726.03
500498200J0160000	Lot Type 1		$20,266.45	$1,726.03
500498200J0170000	Lot Type 1		$20,266.45	$1,726.03
500498200J0180000	Lot Type 1		$20,266.45	$1,726.03
500498200J01X0000	Non-Benefitted		$0.00	$0.00
500498200J02X0000	Non-Benefitted		$0.00	$0.00
500498200K0020000	Lot Type 1		$20,266.45	$1,726.03
500498200K0030000	Lot Type 1		$20,266.45	$1,726.03
500498200K0040000	Lot Type 1		$20,266.45	$1,726.03
500498200K0050000	Lot Type 1		$20,266.45	$1,726.03
500498200K0060000	Lot Type 1		$20,266.45	$1,726.03
500498200K0070000	Lot Type 1		$20,266.45	$1,726.03
500498200K0080000	Lot Type 1		$20,266.45	$1,726.03
500498200K0090000	Lot Type 1		$20,266.45	$1,726.03
500498200K0100000	Lot Type 1		$20,266.45	$1,726.03
500498200K0110000	Lot Type 1		$20,266.45	$1,726.03
500498200K0120000	Lot Type 1		$20,266.45	$1,726.03
500498200K0130000	Lot Type 1		$20,266.45	$1,726.03
500498200K0140000	Lot Type 1		$20,266.45	$1,726.03
500498200K0150000	Lot Type 1		$20,266.45	$1,726.03
500498200K0160000	Lot Type 1		$20,266.45	$1,726.03
500498200K0170000	Lot Type 1		$20,266.45	$1,726.03
500498200K0180000	Lot Type 1		$20,266.45	$1,726.03
500498200K0190000	Lot Type 1		$20,266.45	$1,726.03
500498200K0200000	Lot Type 1		$20,266.45	$1,726.03
500498200K0210000	Lot Type 1		$20,266.45	$1,726.03
500498200K0220000	Lot Type 1		$20,266.45	$1,726.03
500498200K0230000	Lot Type 1		$20,266.45	$1,726.03
500498200K0240000	Lot Type 1		$20,266.45	$1,726.03
500498200K0250000	Lot Type 1		$20,266.45	$1,726.03
500498200K0260000	Lot Type 1		$20,266.45	$1,726.03

Property ID[a]	Lot Type	Note	Outstanding Assessment	Total Annual Installment Due 1/31/2027[b]
500498200K0270000	Lot Type 1		$20,266.45	$1,726.03
500498200K0280000	Lot Type 1		$20,266.45	$1,726.03
500498200K0290000	Lot Type 1		$20,266.45	$1,726.03
500498200K0300000	Lot Type 1		$20,266.45	$1,726.03
500498200K0310000	Lot Type 1		$20,266.45	$1,726.03
500498200K0320000	Lot Type 1		$20,266.45	$1,726.03
500498200K0330000	Lot Type 1		$20,266.45	$1,726.03
500498200K0340000	Lot Type 1		$20,266.45	$1,726.03
500498200K0350000	Lot Type 1		$20,266.45	$1,726.03
500498200L0010000	Lot Type 1		$20,266.45	$1,726.03
500498200L0020000	Lot Type 1		$20,266.45	$1,726.03
500498200L0030000	Lot Type 1		$20,266.45	$1,726.03
500498200L0040000	Lot Type 1		$20,266.45	$1,726.03
500498200L0050000	Lot Type 1		$20,266.45	$1,726.03
500498200L0060000	Lot Type 1		$20,266.45	$1,726.03
500498200L0070000	Lot Type 1		$20,266.45	$1,726.03
500498200L0080000	Lot Type 1		$20,266.45	$1,726.03
500498200L0090000	Lot Type 1		$20,266.45	$1,726.03
500498200L0100000	Lot Type 1	[d]	$0.00	$0.00
500498200L0110000	Lot Type 1		$20,266.45	$1,726.03
500498200L0120000	Lot Type 1		$20,266.45	$1,726.03
500498200L0130000	Lot Type 1		$20,266.45	$1,726.03
500498200L0140000	Lot Type 1		$20,266.45	$1,726.03
500498200L0150000	Lot Type 1		$20,266.45	$1,726.03
500498200L0160000	Lot Type 1		$20,266.45	$1,726.03
500498200L0170000	Lot Type 1		$20,266.45	$1,726.03
500498200L0180000	Lot Type 1		$20,266.45	$1,726.03
500498200L0190000	Lot Type 1		$20,266.45	$1,726.03
500498200L0200000	Lot Type 1		$20,266.45	$1,726.03
500498200L0210000	Lot Type 1		$20,266.45	$1,726.03
500498200L0220000	Lot Type 1		$20,266.45	$1,726.03
500498200L0230000	Lot Type 1		$20,266.45	$1,726.03
500498200L0240000	Lot Type 1		$20,266.45	$1,726.03
500498200L0250000	Lot Type 1		$20,266.45	$1,726.03
500498200L0260000	Lot Type 1		$20,266.45	$1,726.03
500498200L0270000	Lot Type 1		$20,266.45	$1,726.03
500498200M0020000	Lot Type 1		$20,266.45	$1,726.03
500498200M0030000	Lot Type 1		$20,266.45	$1,726.03

Property ID[a]	Lot Type	Note	Outstanding Assessment	Total Annual Installment Due 1/31/2027[b]
500498200M0040000	Lot Type 1		$20,266.45	$1,726.03
500498200M0050000	Lot Type 1		$20,266.45	$1,726.03
500498200M0060000	Lot Type 1		$20,266.45	$1,726.03
500498200M0070000	Lot Type 1		$20,266.45	$1,726.03
500498200M0080000	Lot Type 1		$20,266.45	$1,726.03
500498200M0090000	Lot Type 1		$20,266.45	$1,726.03
500498200M0100000	Lot Type 1		$20,266.45	$1,726.03
500498200M0110000	Lot Type 1		$20,266.45	$1,726.03
500498200M0120000	Lot Type 1		$20,266.45	$1,726.03
500498200M0130000	Lot Type 1		$20,266.45	$1,726.03
500498200N0010000	Lot Type 1		$20,266.45	$1,726.03
500498200N0020000	Lot Type 1		$20,266.45	$1,726.03
500498200N0030000	Lot Type 1		$20,266.45	$1,726.03
500498200N0040000	Lot Type 1		$20,266.45	$1,726.03
500498200N0050000	Lot Type 1		$20,266.45	$1,726.03
500498200N0060000	Lot Type 1		$20,266.45	$1,726.03
500498200N0070000	Lot Type 1		$20,266.45	$1,726.03
500498200N01X0000	Non-Benefitted		$0.00	$0.00
Total[c]			**$6,140,734.35**	**$522,987.09**

Footnotes:

[a] Subject to change based on the final certified rolls provided by the County prior to billing.
[b] The Annual Installment due on each Parcel or Lot may be updated to reflect prepayments and/or redemptions paid prior to the Annual Installment being billed to the owner of the Parcel or Lot.
[c] Totals may not match the Outstanding Assessment or Annual Installment due to rounding.
[d] Property ID has prepaid their Assessment in full.

EXHIBIT F-2 – IMPROVEMENT AREA #1 ANNUAL INSTALLMENTS

Annual Installment Due 1/31	Principal	Interest[a]	Additional Interest	Reserve Fund[c]	Annual Collection Costs	Annual Installment[b]
2027	$ 117,000	$ 346,473	$ 30,805	$ -	$ 30,335	$ 524,612
2028	$ 121,000	$ 341,500	$ 30,220	$ -	$ 39,612	$ 532,332
2029	$ 126,000	$ 336,358	$ 29,615	$ -	$ 40,404	$ 532,376
2030	$ 130,000	$ 331,003	$ 28,985	$ -	$ 41,212	$ 531,199
2031	$ 135,000	$ 325,478	$ 28,335	$ -	$ 42,036	$ 530,849
2032	$ 141,000	$ 319,065	$ 27,660	$ -	$ 42,877	$ 530,602
2033	$ 147,000	$ 312,368	$ 26,955	$ -	$ 43,734	$ 530,057
2034	$ 153,000	$ 305,385	$ 26,220	$ -	$ 44,609	$ 529,214
2035	$ 160,000	$ 298,118	$ 25,455	$ -	$ 45,501	$ 529,074
2036	$ 167,000	$ 290,518	$ 24,655	$ -	$ 46,411	$ 528,584
2037	$ 176,000	$ 280,915	$ 23,820	$ -	$ 47,340	$ 528,075
2038	$ 185,000	$ 270,795	$ 22,940	$ -	$ 48,286	$ 527,021
2039	$ 195,000	$ 260,158	$ 22,015	$ -	$ 49,252	$ 526,425
2040	$ 205,000	$ 248,945	$ 21,040	$ -	$ 50,237	$ 525,222
2041	$ 217,000	$ 237,158	$ 20,015	$ -	$ 51,242	$ 525,414
2042	$ 229,000	$ 224,680	$ 18,930	$ -	$ 52,267	$ 524,877
2043	$ 241,000	$ 211,513	$ 17,785	$ -	$ 53,312	$ 523,610
2044	$ 254,000	$ 197,655	$ 16,580	$ -	$ 54,378	$ 522,613
2045	$ 268,000	$ 183,050	$ 15,310	$ -	$ 55,466	$ 521,826
2046	$ 283,000	$ 167,640	$ 13,970	$ -	$ 56,575	$ 521,185
2047	$ 300,000	$ 150,660	$ 12,555	$ -	$ 57,707	$ 520,922
2048	$ 318,000	$ 132,660	$ 11,055	$ -	$ 58,861	$ 520,576
2049	$ 336,000	$ 113,580	$ 9,465	$ -	$ 60,038	$ 519,083
2050	$ 356,000	$ 93,420	$ 7,785	$ -	$ 61,239	$ 518,444
2051	$ 377,000	$ 72,060	$ 6,005	$ -	$ 62,464	$ 517,529
2052	$ 400,000	$ 49,440	$ 4,120	$ -	$ 63,713	$ 517,273
2053	$ 424,000	$ 25,440	$ 2,120	$ (459,710)	$ 64,987	$ 56,837
Total	**$ 6,161,000**	**$ 6,126,030**	**$ 524,415**	**$ (459,710)**	**$ 1,364,094**	**$ 13,715,829**

Footnotes:

[a] Interest on the Improvement Area #1-2 Bonds is calculated at a 4.25%, 4.75%, 5.75%, and 6.00% rate for term bonds maturing 2030, 2035, 2045, and 2054 respectively.

[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.

[c] Assumes the Reserve Fund is fully funded and available to reduce the Improvement Area #1 Annual Installments at maturity of the Improvement Area #1-2 Bonds.

EXHIBIT G-1 - IMPROVEMENT AREA #2 ASSESSMENT ROLL

Property ID[a]	Lot Type	Outstanding Assessment	Total Annual Installment Due 1/31/2027[b]
500498300F01X0000	Non-Benefitted	$0.00	$0.00
500498300F0270000	Lot Type 2	$19,910.39	$1,668.15
500498300F0280000	Lot Type 2	$19,910.39	$1,668.15
500498300F0290000	Lot Type 2	$19,910.39	$1,668.15
500498300F0300000	Lot Type 2	$19,910.39	$1,668.15
500498300F0310000	Lot Type 2	$19,910.39	$1,668.15
500498300F0320000	Lot Type 2	$19,910.39	$1,668.15
500498300F0330000	Lot Type 2	$19,910.39	$1,668.15
500498300F0340000	Lot Type 2	$19,910.39	$1,668.15
500498300F0350000	Lot Type 2	$19,910.39	$1,668.15
500498300F0360000	Lot Type 2	$19,910.39	$1,668.15
500498300F0370000	Lot Type 2	$19,910.39	$1,668.15
500498300F0380000	Lot Type 2	$19,910.39	$1,668.15
500498300F0390000	Lot Type 2	$19,910.39	$1,668.15
500498300F0400000	Lot Type 2	$19,910.39	$1,668.15
500498300F0410000	Lot Type 2	$19,910.39	$1,668.15
500498300F0420000	Lot Type 2	$19,910.39	$1,668.15
500498300F0430000	Lot Type 2	$19,910.39	$1,668.15
500498300F0440000	Lot Type 2	$19,910.39	$1,668.15
500498300F0450000	Lot Type 2	$19,910.39	$1,668.15
500498300F0460000	Lot Type 2	$19,910.39	$1,668.15
500498300F0470000	Lot Type 2	$19,910.39	$1,668.15
500498300F0480000	Lot Type 2	$19,910.39	$1,668.15
500498300F0490000	Lot Type 2	$19,910.39	$1,668.15
500498300F0500000	Lot Type 2	$19,910.39	$1,668.15
500498300F0510000	Lot Type 2	$19,910.39	$1,668.15
500498300F0520000	Lot Type 2	$19,910.39	$1,668.15
500498300F0530000	Lot Type 2	$19,910.39	$1,668.15
500498300F0540000	Lot Type 2	$19,910.39	$1,668.15
500498300F0550000	Lot Type 2	$19,910.39	$1,668.15
500498300F0560000	Lot Type 2	$19,910.39	$1,668.15
500498300F0570000	Lot Type 2	$19,910.39	$1,668.15
500498300F0580000	Lot Type 2	$19,910.39	$1,668.15
500498300F0590000	Lot Type 2	$19,910.39	$1,668.15
500498300F0600000	Lot Type 2	$19,910.39	$1,668.15
500498300F0610000	Lot Type 2	$19,910.39	$1,668.15

Property ID[a]	Lot Type	Outstanding Assessment	Total Annual Installment Due 1/31/2027[b]
500498300F0620000	Lot Type 2	$19,910.39	$1,668.15
500498300F0630000	Lot Type 2	$19,910.39	$1,668.15
500498300F0640000	Lot Type 2	$19,910.39	$1,668.15
500498300F0650000	Lot Type 2	$19,910.39	$1,668.15
500498300F0660000	Lot Type 2	$19,910.39	$1,668.15
500498300F0670000	Lot Type 2	$19,910.39	$1,668.15
500498300F0680000	Lot Type 2	$19,910.39	$1,668.15
500498300F0690000	Lot Type 2	$19,910.39	$1,668.15
500498300F0700000	Lot Type 2	$19,910.39	$1,668.15
500498300F0710000	Lot Type 2	$19,910.39	$1,668.15
500498300F0720000	Lot Type 2	$19,910.39	$1,668.15
500498300F0730000	Lot Type 2	$19,910.39	$1,668.15
500498300F0740000	Lot Type 2	$19,910.39	$1,668.15
500498300F0750000	Lot Type 2	$19,910.39	$1,668.15
500498300F0760000	Lot Type 2	$19,910.39	$1,668.15
500498300F0770000	Lot Type 2	$19,910.39	$1,668.15
500498300F0780000	Lot Type 2	$19,910.39	$1,668.15
500498300F0790000	Lot Type 2	$19,910.39	$1,668.15
500498300F0800000	Lot Type 2	$19,910.39	$1,668.15
500498300F0810000	Lot Type 2	$19,910.39	$1,668.15
500498300F0820000	Lot Type 2	$19,910.39	$1,668.15
500498300F0830000	Lot Type 2	$19,910.39	$1,668.15
500498300F83X0000	Non-Benefitted	$0.00	$0.00
500498300G0090000	Lot Type 2	$19,910.39	$1,668.15
500498300G0100000	Lot Type 2	$19,910.39	$1,668.15
500498300G0110000	Lot Type 2	$19,910.39	$1,668.15
500498300G0120000	Lot Type 2	$19,910.39	$1,668.15
500498300G0130000	Lot Type 2	$19,910.39	$1,668.15
500498300G0140000	Lot Type 2	$19,910.39	$1,668.15
500498300G0150000	Lot Type 2	$19,910.39	$1,668.15
500498300G0160000	Lot Type 2	$19,910.39	$1,668.15
500498300G09X0000	Non-Benefitted	$0.00	$0.00
500498300M0140000	Lot Type 2	$19,910.39	$1,668.15
500498300M0150000	Lot Type 2	$19,910.39	$1,668.15
500498300M0160000	Lot Type 2	$19,910.39	$1,668.15
500498300M0170000	Lot Type 2	$19,910.39	$1,668.15
500498300M0180000	Lot Type 2	$19,910.39	$1,668.15
500498300M0190000	Lot Type 2	$19,910.39	$1,668.15

Property ID[a]	Lot Type	Outstanding Assessment	Total Annual Installment Due 1/31/2027[b]
500498300M0200000	Lot Type 2	$19,910.39	$1,668.15
500498300M0210000	Lot Type 2	$19,910.39	$1,668.15
500498300M0220000	Lot Type 2	$19,910.39	$1,668.15
500498300M0230000	Lot Type 2	$19,910.39	$1,668.15
500498300M0240000	Lot Type 2	$19,910.39	$1,668.15
500498300M0250000	Lot Type 2	$19,910.39	$1,668.15
500498300M25X0000	Non-Benefitted	$0.00	$0.00
500498300N0080000	Lot Type 2	$19,910.39	$1,668.15
500498300N0090000	Lot Type 2	$19,910.39	$1,668.15
500498300N0100000	Lot Type 2	$19,910.39	$1,668.15
500498300N0110000	Lot Type 2	$19,910.39	$1,668.15
500498300N0120000	Lot Type 2	$19,910.39	$1,668.15
500498300N0130000	Lot Type 2	$19,910.39	$1,668.15
500498300N0140000	Lot Type 2	$19,910.39	$1,668.15
500498300N0150000	Lot Type 2	$19,910.39	$1,668.15
500498300N0160000	Lot Type 2	$19,910.39	$1,668.15
500498300N0170000	Lot Type 2	$19,910.39	$1,668.15
500498300N0180000	Lot Type 2	$19,910.39	$1,668.15
500498300N0190000	Lot Type 2	$19,910.39	$1,668.15
500498300N01X0000	Non-Benefitted	$0.00	$0.00
500498300N0200000	Lot Type 2	$19,910.39	$1,668.15
500498300N0210000	Lot Type 2	$19,910.39	$1,668.15
500498300N0220000	Lot Type 2	$19,910.39	$1,668.15
500498300N0230000	Lot Type 2	$19,910.39	$1,668.15
500498300N0240000	Lot Type 2	$19,910.39	$1,668.15
500498300N0250000	Lot Type 2	$19,910.39	$1,668.15
500498300N0260000	Lot Type 2	$19,910.39	$1,668.15
500498300N0270000	Lot Type 2	$19,910.39	$1,668.15
500498300N0280000	Lot Type 2	$19,910.39	$1,668.15
500498300N0290000	Lot Type 2	$19,910.39	$1,668.15
500498300N0300000	Lot Type 2	$19,910.39	$1,668.15
500498300N0310000	Lot Type 2	$19,910.39	$1,668.15
500498300N0320000	Lot Type 2	$19,910.39	$1,668.15
500498300N0330000	Lot Type 2	$19,910.39	$1,668.15
500498300N0340000	Lot Type 2	$19,910.39	$1,668.15
500498300N0350000	Lot Type 2	$19,910.39	$1,668.15
500498300N21X0000	Non-Benefitted	$0.00	$0.00
500498300N35X0000	Non-Benefitted	$0.00	$0.00

Property ID[a]	Lot Type	Outstanding Assessment	Total Annual Installment Due 1/31/2027[b]
50049830O0010000	Lot Type 2	$19,910.39	$1,668.15
50049830O0020000	Lot Type 2	$19,910.39	$1,668.15
50049830O0030000	Lot Type 2	$19,910.39	$1,668.15
50049830O0040000	Lot Type 2	$19,910.39	$1,668.15
50049830O0050000	Lot Type 2	$19,910.39	$1,668.15
50049830O0060000	Lot Type 2	$19,910.39	$1,668.15
50049830O0070000	Lot Type 2	$19,910.39	$1,668.15
50049830O0080000	Lot Type 2	$19,910.39	$1,668.15
50049830O0090000	Lot Type 2	$19,910.39	$1,668.15
50049830O0100000	Lot Type 2	$19,910.39	$1,668.15
50049830O0110000	Lot Type 2	$19,910.39	$1,668.15
50049830O0120000	Lot Type 2	$19,910.39	$1,668.15
50049830O0130000	Lot Type 2	$19,910.39	$1,668.15
50049830O0140000	Lot Type 2	$19,910.39	$1,668.15
50049830O0150000	Lot Type 2	$19,910.39	$1,668.15
50049830O0160000	Lot Type 2	$19,910.39	$1,668.15
50049830O08X0000	Non-Benefitted	$0.00	$0.00
50049830P0010000	Lot Type 2	$19,910.39	$1,668.15
50049830P0020000	Lot Type 2	$19,910.39	$1,668.15
50049830P0030000	Lot Type 2	$19,910.39	$1,668.15
50049830P0040000	Lot Type 2	$19,910.39	$1,668.15
50049830P0050000	Lot Type 2	$19,910.39	$1,668.15
50049830P0060000	Lot Type 2	$19,910.39	$1,668.15
50049830P0070000	Lot Type 2	$19,910.39	$1,668.15
50049830P0080000	Lot Type 2	$19,910.39	$1,668.15
50049830P0090000	Lot Type 2	$19,910.39	$1,668.15
50049830P0100000	Lot Type 2	$19,910.39	$1,668.15
50049830P0110000	Lot Type 2	$19,910.39	$1,668.15
50049830P0120000	Lot Type 2	$19,910.39	$1,668.15
50049830P0130000	Lot Type 2	$19,910.39	$1,668.15
50049830P0140000	Lot Type 2	$19,910.39	$1,668.15
50049830P0150000	Lot Type 2	$19,910.39	$1,668.15
50049830P0160000	Lot Type 2	$19,910.39	$1,668.15
50049830P0170000	Lot Type 2	$19,910.39	$1,668.15
50049830P0180000	Lot Type 2	$19,910.39	$1,668.15
50049830P0190000	Lot Type 2	$19,910.39	$1,668.15
50049830P0200000	Lot Type 2	$19,910.39	$1,668.15
50049830P0210000	Lot Type 2	$19,910.39	$1,668.15

Property ID[a]	Lot Type	Outstanding Assessment	Total Annual Installment Due 1/31/2027[b]
500498300P0220000	Lot Type 2	$19,910.39	$1,668.15
500498300P0230000	Lot Type 2	$19,910.39	$1,668.15
500498300P0240000	Lot Type 2	$19,910.39	$1,668.15
500498300P0250000	Lot Type 2	$19,910.39	$1,668.15
500498300P0260000	Lot Type 2	$19,910.39	$1,668.15
500498300P0270000	Lot Type 2	$19,910.39	$1,668.15
500498300P0280000	Lot Type 2	$19,910.39	$1,668.15
500498300P0290000	Lot Type 2	$19,910.39	$1,668.15
500498300P0300000	Lot Type 2	$19,910.39	$1,668.15
500498300P0310000	Lot Type 2	$19,910.39	$1,668.15
500498300P0320000	Lot Type 2	$19,910.39	$1,668.15
500498300P0330000	Lot Type 2	$19,910.39	$1,668.15
500498300P0340000	Lot Type 2	$19,910.39	$1,668.15
500498300P0350000	Lot Type 2	$19,910.39	$1,668.15
500498400Q0010000	Lot Type 2	$19,910.39	$1,668.15
500498400Q0020000	Lot Type 2	$19,910.39	$1,668.15
500498400Q0030000	Lot Type 2	$19,910.39	$1,668.15
500498400Q0040000	Lot Type 2	$19,910.39	$1,668.15
500498400Q0050000	Lot Type 2	$19,910.39	$1,668.15
500498400Q0060000	Lot Type 2	$19,910.39	$1,668.15
500498400Q0070000	Lot Type 2	$19,910.39	$1,668.15
500498400Q0080000	Lot Type 2	$19,910.39	$1,668.15
500498400Q0090000	Lot Type 2	$19,910.39	$1,668.15
500498400Q0100000	Lot Type 2	$19,910.39	$1,668.15
500498400Q0110000	Lot Type 2	$19,910.39	$1,668.15
500498400Q0120000	Lot Type 2	$19,910.39	$1,668.15
500498400Q0130000	Lot Type 2	$19,910.39	$1,668.15
500498400Q0140000	Lot Type 2	$19,910.39	$1,668.15
500498400Q0150000	Lot Type 2	$19,910.39	$1,668.15
500498400Q0160000	Lot Type 2	$19,910.39	$1,668.15
500498400Q0170000	Lot Type 2	$19,910.39	$1,668.15
500498400Q0180000	Lot Type 2	$19,910.39	$1,668.15
500498400Q0190000	Lot Type 2	$19,910.39	$1,668.15
500498400Q01X0000	Non-Benefitted	$0.00	$0.00
500498400Q0200000	Lot Type 2	$19,910.39	$1,668.15
500498400Q0210000	Lot Type 2	$19,910.39	$1,668.15
500498400Q0220000	Lot Type 2	$19,910.39	$1,668.15
500498400Q0230000	Lot Type 2	$19,910.39	$1,668.15

Property ID[a]	Lot Type	Outstanding Assessment	Total Annual Installment Due 1/31/2027[b]
500498400Q0240000	Lot Type 2	$19,910.39	$1,668.15
500498400Q0250000	Lot Type 2	$19,910.39	$1,668.15
500498400Q0260000	Lot Type 2	$19,910.39	$1,668.15
500498400Q0270000	Lot Type 2	$19,910.39	$1,668.15
500498400Q0280000	Lot Type 2	$19,910.39	$1,668.15
500498400Q0290000	Lot Type 2	$19,910.39	$1,668.15
500498400Q0300000	Lot Type 2	$19,910.39	$1,668.15
500498400Q0310000	Lot Type 2	$19,910.39	$1,668.15
500498400Q0320000	Lot Type 2	$19,910.39	$1,668.15
500498400Q0330000	Lot Type 2	$19,910.39	$1,668.15
500498400Q0340000	Lot Type 2	$19,910.39	$1,668.15
500498400Q0350000	Lot Type 2	$19,910.39	$1,668.15
500498400Q0360000	Lot Type 2	$19,910.39	$1,668.15
500498400Q0370000	Lot Type 2	$19,910.39	$1,668.15
500498400Q0380000	Lot Type 2	$19,910.39	$1,668.15
500498400Q0390000	Lot Type 2	$19,910.39	$1,668.15
500498400Q0400000	Lot Type 2	$19,910.39	$1,668.15
500498400Q0410000	Lot Type 2	$19,910.39	$1,668.15
500498400Q0420000	Lot Type 2	$19,910.39	$1,668.15
500498400Q0430000	Lot Type 2	$19,910.39	$1,668.15
500498400Q0440000	Lot Type 2	$19,910.39	$1,668.15
500498400Q0450000	Lot Type 2	$19,910.39	$1,668.15
500498400Q0460000	Lot Type 2	$19,910.39	$1,668.15
500498400Q0470000	Lot Type 2	$19,910.39	$1,668.15
500498400Q0480000	Lot Type 2	$19,910.39	$1,668.15
500498400Q0490000	Lot Type 2	$19,910.39	$1,668.15
500498400Q0500000	Lot Type 2	$19,910.39	$1,668.15
500498400Q0510000	Lot Type 2	$19,910.39	$1,668.15
500498400Q0520000	Lot Type 2	$19,910.39	$1,668.15
500498400Q0530000	Lot Type 2	$19,910.39	$1,668.15
500498400Q0540000	Lot Type 2	$19,910.39	$1,668.15
500498400Q0550000	Lot Type 2	$19,910.39	$1,668.15
500498400Q0560000	Lot Type 2	$19,910.39	$1,668.15
500498400Q0570000	Lot Type 2	$19,910.39	$1,668.15
500498400Q0580000	Lot Type 2	$19,910.39	$1,668.15
500498400Q0590000	Lot Type 2	$19,910.39	$1,668.15
500498400Q0600000	Lot Type 2	$19,910.39	$1,668.15
500498400Q0610000	Lot Type 2	$19,910.39	$1,668.15

Property ID[a]	Lot Type	Outstanding Assessment	Total Annual Installment Due 1/31/2027[b]
500498400Q0620000	Lot Type 2	$19,910.39	$1,668.15
500498400Q0630000	Lot Type 2	$19,910.39	$1,668.15
500498400Q0640000	Lot Type 2	$19,910.39	$1,668.15
500498400Q0650000	Lot Type 2	$19,910.39	$1,668.15
500498400Q0660000	Lot Type 2	$19,910.39	$1,668.15
500498400R0010000	Lot Type 2	$19,910.39	$1,668.15
500498400R0020000	Lot Type 2	$19,910.39	$1,668.15
500498400R0030000	Lot Type 2	$19,910.39	$1,668.15
500498400R0040000	Lot Type 2	$19,910.39	$1,668.15
500498400R0050000	Lot Type 2	$19,910.39	$1,668.15
500498400R0060000	Lot Type 2	$19,910.39	$1,668.15
500498400R0070000	Lot Type 2	$19,910.39	$1,668.15
500498400R0080000	Lot Type 2	$19,910.39	$1,668.15
500498400R0090000	Lot Type 2	$19,910.39	$1,668.15
500498400R0100000	Lot Type 2	$19,910.39	$1,668.15
500498400R0110000	Lot Type 2	$19,910.39	$1,668.15
500498400R0120000	Lot Type 2	$19,910.39	$1,668.15
500498400R0130000	Lot Type 2	$19,910.39	$1,668.15
500498400R0140000	Lot Type 2	$19,910.39	$1,668.15
500498400R0150000	Lot Type 2	$19,910.39	$1,668.15
500498400R0160000	Lot Type 2	$19,910.39	$1,668.15
500498400S0010000	Lot Type 2	$19,910.39	$1,668.15
500498400S0020000	Lot Type 2	$19,910.39	$1,668.15
500498400S0030000	Lot Type 2	$19,910.39	$1,668.15
500498400S0040000	Lot Type 2	$19,910.39	$1,668.15
500498400S0050000	Lot Type 2	$19,910.39	$1,668.15
500498400S0060000	Lot Type 2	$19,910.39	$1,668.15
500498400S0070000	Lot Type 2	$19,910.39	$1,668.15
500498400S0080000	Lot Type 2	$19,910.39	$1,668.15
500498400S0090000	Lot Type 2	$19,910.39	$1,668.15
500498400S0100000	Lot Type 2	$19,910.39	$1,668.15
500498400S0110000	Lot Type 2	$19,910.39	$1,668.15
500498400S0120000	Lot Type 2	$19,910.39	$1,668.15
500498400S0130000	Lot Type 2	$19,910.39	$1,668.15
500498400S0140000	Lot Type 2	$19,910.39	$1,668.15
500498400S0150000	Lot Type 2	$19,910.39	$1,668.15
500498400S0160000	Lot Type 2	$19,910.39	$1,668.15
500498400T0010000	Lot Type 2	$19,910.39	$1,668.15

Property ID[a]	Lot Type	Outstanding Assessment	Total Annual Installment Due 1/31/2027[b]
500498400T0020000	Lot Type 2	$19,910.39	$1,668.15
500498400T0030000	Lot Type 2	$19,910.39	$1,668.15
500498400T0040000	Lot Type 2	$19,910.39	$1,668.15
500498400T0050000	Lot Type 2	$19,910.39	$1,668.15
500498400T0060000	Lot Type 2	$19,910.39	$1,668.15
500498400T0070000	Lot Type 2	$19,910.39	$1,668.15
500498400T0080000	Lot Type 2	$19,910.39	$1,668.15
500498400T0090000	Lot Type 2	$19,910.39	$1,668.15
500498400T0100000	Lot Type 2	$19,910.39	$1,668.15
500498400T0110000	Lot Type 2	$19,910.39	$1,668.15
500498400T0120000	Lot Type 2	$19,910.39	$1,668.15
500498400T0130000	Lot Type 2	$19,910.39	$1,668.15
500498400T0140000	Lot Type 2	$19,910.39	$1,668.15
500498400T0150000	Lot Type 2	$19,910.39	$1,668.15
500498400T0160000	Lot Type 2	$19,910.39	$1,668.15
500498400T0170000	Lot Type 2	$19,910.39	$1,668.15
500498400T0180000	Lot Type 2	$19,910.39	$1,668.15
500498400T0190000	Lot Type 2	$19,910.39	$1,668.15
500498400T01X0000	Non-Benefitted	$0.00	$0.00
500498400T0200000	Lot Type 2	$19,910.39	$1,668.15
500498400T0210000	Lot Type 2	$19,910.39	$1,668.15
500498400T0220000	Lot Type 2	$19,910.39	$1,668.15
500498400T0230000	Lot Type 2	$19,910.39	$1,668.15
500498400T0240000	Lot Type 2	$19,910.39	$1,668.15
500498400T0250000	Lot Type 2	$19,910.39	$1,668.15
500498400T02X0000	Non-Benefitted	$0.00	$0.00
Total[c]		**$5,554,998.81**	**$465,413.85**

Footnotes:

[a] Subject to change based on the final certified rolls provided by the County prior to billing.

[b] The Annual Installment due on each Parcel or Lot may be updated to reflect prepayments and/or redemptions paid prior to the Annual Installment being billed to the owner of the Parcel or Lot.

[c] Totals may not match the Outstanding Assessment or Annual Installment due to rounding.

EXHIBIT G-2 - IMPROVEMENT AREA #2 ANNUAL INSTALLMENTS

Annual Installment Due 1/31	Principal	Interest[a]	Additional Interest	Reserve Fund[c]	Annual Collection Costs	Annual Installment[b]
2027	$ 96,000.00	$ 314,045.00	$ 27,775.00	$ -	$ 27,592.69	$ 465,412.69
2028	$ 100,000.00	$ 309,965.00	$ 27,295.00	$ -	$ 36,814.54	$ 474,074.54
2029	$ 104,000.00	$ 305,715.00	$ 26,795.00	$ -	$ 37,550.83	$ 474,060.83
2030	$ 108,000.00	$ 301,295.00	$ 26,275.00	$ -	$ 38,301.85	$ 473,871.85
2031	$ 112,000.00	$ 296,705.00	$ 25,735.00	$ -	$ 39,067.89	$ 473,507.89
2032	$ 117,000.00	$ 291,385.00	$ 25,175.00	$ -	$ 39,849.25	$ 473,409.25
2033	$ 122,000.00	$ 285,827.50	$ 24,590.00	$ -	$ 40,646.23	$ 473,063.73
2034	$ 127,000.00	$ 280,032.50	$ 23,980.00	$ -	$ 41,459.16	$ 472,471.66
2035	$ 133,000.00	$ 274,000.00	$ 23,345.00	$ -	$ 42,288.34	$ 472,633.34
2036	$ 139,000.00	$ 267,682.50	$ 22,680.00	$ -	$ 43,134.11	$ 472,496.61
2037	$ 146,000.00	$ 259,690.00	$ 21,985.00	$ -	$ 43,996.79	$ 471,671.79
2038	$ 154,000.00	$ 251,295.00	$ 21,255.00	$ -	$ 44,876.72	$ 471,426.72
2039	$ 163,000.00	$ 242,440.00	$ 20,485.00	$ -	$ 45,774.26	$ 471,699.26
2040	$ 172,000.00	$ 233,067.50	$ 19,670.00	$ -	$ 46,689.74	$ 471,427.24
2041	$ 182,000.00	$ 223,177.50	$ 18,810.00	$ -	$ 47,623.54	$ 471,611.04
2042	$ 192,000.00	$ 212,712.50	$ 17,900.00	$ -	$ 48,576.01	$ 471,188.51
2043	$ 203,000.00	$ 201,672.50	$ 16,940.00	$ -	$ 49,547.53	$ 471,160.03
2044	$ 214,000.00	$ 190,000.00	$ 15,925.00	$ -	$ 50,538.48	$ 470,463.48
2045	$ 226,000.00	$ 177,695.00	$ 14,855.00	$ -	$ 51,549.25	$ 470,099.25
2046	$ 239,000.00	$ 164,700.00	$ 13,725.00	$ -	$ 52,580.23	$ 470,005.23
2047	$ 253,000.00	$ 150,360.00	$ 12,530.00	$ -	$ 53,631.84	$ 469,521.84
2048	$ 268,000.00	$ 135,180.00	$ 11,265.00	$ -	$ 54,704.48	$ 469,149.48
2049	$ 284,000.00	$ 119,100.00	$ 9,925.00	$ -	$ 55,798.57	$ 468,823.57
2050	$ 301,000.00	$ 102,060.00	$ 8,505.00	$ -	$ 56,914.54	$ 468,479.54
2051	$ 320,000.00	$ 84,000.00	$ 7,000.00	$ -	$ 58,052.83	$ 469,052.83
2052	$ 339,000.00	$ 64,800.00	$ 5,400.00	$ -	$ 59,213.88	$ 468,413.88
2053	$ 360,000.00	$ 44,460.00	$ 3,705.00	$ -	$ 60,398.16	$ 468,563.16
2054	$ 381,000.00	$ 22,860.00	$ 1,905.00	$ (414,519.77)	$ 61,606.12	$ 52,851.35
Total	**$ 5,555,000.00**	**$ 5,805,922.50**	**$ 495,430.00**	**$ (414,519.77)**	**$ 1,328,777.85**	**$ 12,770,610.58**

Footnotes:

[a] Interest on the Improvement Area #1-2 Bonds is calculated at a 4.25%, 4.75%, 5.75%, and 6.00% rate for term bonds maturing 2030, 2035, 2045, and 2054 respectively.

[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.

[c] Assumes the Reserve Fund is fully funded and available to reduce the Improvement Area #2 Annual Installments at maturity of the Improvement Area #1-2 Bonds.

EXHIBIT H-1 - IMPROVEMENT AREA #3 ASSESSMENT ROLL

Property ID[a]	Lot Type	Outstanding Assessment	Annual Installment due 1/31/2027[b]
50028310000030000	Improvement Area #3 Initial Parcel	$ 95,882.00	$ 7,936.18
50050050010010000	Improvement Area #3 Initial Parcel	$ 1,689,978.75	$ 139,879.93
65054142010120000	Improvement Area #3 Initial Parcel	$ 251,436.91	$ 20,811.49
65054142510080000	Improvement Area #3 Initial Parcel	$ 1,590,487.53	$ 131,645.02
65054142510080100	Improvement Area #3 Initial Parcel	$ 1,703,269.71	$ 140,980.03
65054142510150000	Improvement Area #3 Initial Parcel	$ 438,383.43	$ 36,285.10
65054142510150100	Improvement Area #3 Initial Parcel	$ 85,748.13	$ 7,097.39
65054142510150300	Improvement Area #3 Initial Parcel	$ 119,813.53	$ 9,916.99
Total[c]		**$ 5,975,000.00**	**$ 494,552.14**

Footnotes:

[a] For billing purposes, the Annual Installment due 1/31/2026 shall be allocated pro rata based on acreage and is subject to change based on the final certified rolls provided by the County prior to billing.

[b] The Annual Installment due on each Parcel or Lot may be updated to reflect prepayments and/or redemptions paid prior to the Annual Installment being billed to the owner of the Parcel or Lot.

[c] Totals may not match the Outstanding Assessment or Annual Installment due to rounding.

EXHIBIT H-2 - IMPROVEMENT AREA #3 ANNUAL INSTALLMENTS

Annual Installment Due 1/31	Principal	Interest[a]	Additional Interest	Reserve Fund[c]	Annual Collection Costs	Annual Installment[b]
2027	$ 78,000	$ 373,438	$ 29,875	$ -	$ 13,240	$ 494,552
2028	$ 83,000	$ 368,563	$ 29,485	$ -	$ 42,574	$ 523,622
2029	$ 88,000	$ 363,375	$ 29,070	$ -	$ 43,426	$ 523,871
2030	$ 93,000	$ 357,875	$ 28,630	$ -	$ 44,294	$ 523,799
2031	$ 99,000	$ 352,063	$ 28,165	$ -	$ 45,180	$ 524,408
2032	$ 105,000	$ 345,875	$ 27,670	$ -	$ 46,084	$ 524,629
2033	$ 112,000	$ 339,313	$ 27,145	$ -	$ 47,006	$ 525,463
2034	$ 119,000	$ 332,313	$ 26,585	$ -	$ 47,946	$ 525,843
2035	$ 126,000	$ 324,875	$ 25,990	$ -	$ 48,905	$ 525,770
2036	$ 134,000	$ 317,000	$ 25,360	$ -	$ 49,883	$ 526,243
2037	$ 143,000	$ 308,625	$ 24,690	$ -	$ 50,880	$ 527,195
2038	$ 151,000	$ 299,688	$ 23,975	$ -	$ 51,898	$ 526,560
2039	$ 161,000	$ 290,250	$ 23,220	$ -	$ 52,936	$ 527,406
2040	$ 171,000	$ 280,188	$ 22,415	$ -	$ 53,995	$ 527,597
2041	$ 182,000	$ 269,500	$ 21,560	$ -	$ 55,075	$ 528,135
2042	$ 193,000	$ 258,125	$ 20,650	$ -	$ 56,176	$ 527,951
2043	$ 205,000	$ 246,063	$ 19,685	$ -	$ 57,300	$ 528,047
2044	$ 218,000	$ 233,250	$ 18,660	$ -	$ 58,446	$ 528,356
2045	$ 232,000	$ 219,625	$ 17,570	$ -	$ 59,614	$ 528,809
2046	$ 246,000	$ 205,125	$ 16,410	$ -	$ 60,807	$ 528,342
2047	$ 261,000	$ 189,750	$ 15,180	$ -	$ 62,023	$ 527,953
2048	$ 278,000	$ 173,438	$ 13,875	$ -	$ 63,263	$ 528,576
2049	$ 295,000	$ 156,063	$ 12,485	$ -	$ 64,529	$ 528,076
2050	$ 314,000	$ 137,625	$ 11,010	$ -	$ 65,819	$ 528,454
2051	$ 333,000	$ 118,000	$ 9,440	$ -	$ 67,136	$ 527,576
2052	$ 354,000	$ 97,188	$ 7,775	$ -	$ 68,478	$ 527,441
2053	$ 376,000	$ 75,063	$ 6,005	$ -	$ 69,848	$ 526,915
2054	$ 400,000	$ 51,563	$ 4,125	$ -	$ 71,245	$ 526,932
2055	$ 425,000	$ 26,563	$ 2,125	$ (451,625)	$ 72,670	$ 526,357
Total	**$ 5,975,000**	**$ 7,110,375**	**$ 568,830**	**$ (451,625)**	**$ 1,590,674**	**$ 15,244,879**

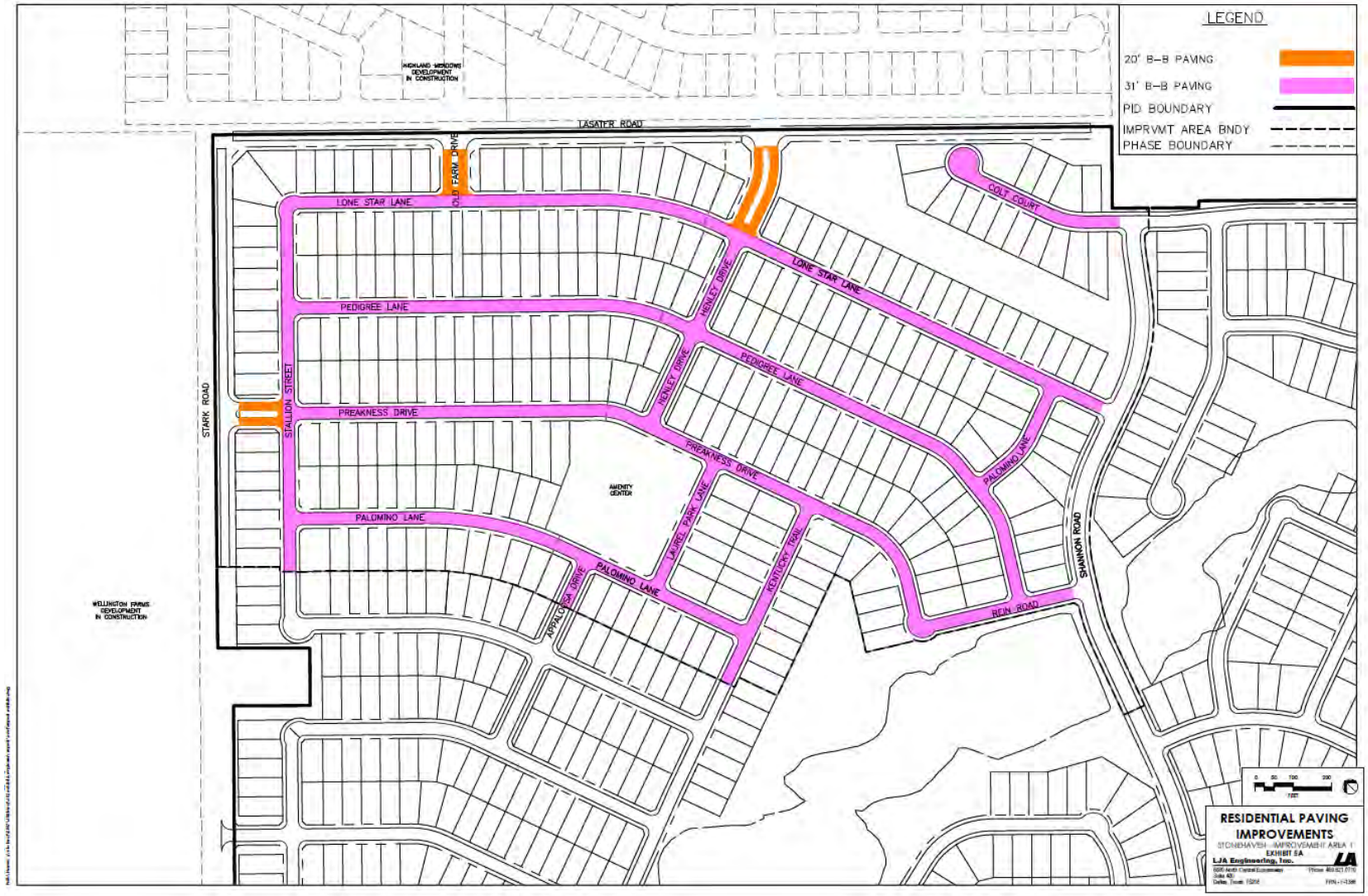
Footnotes:

[a] Interested is calculated at 6.25% for illustrative purposes and shall be updated upon PID Bond issuance.

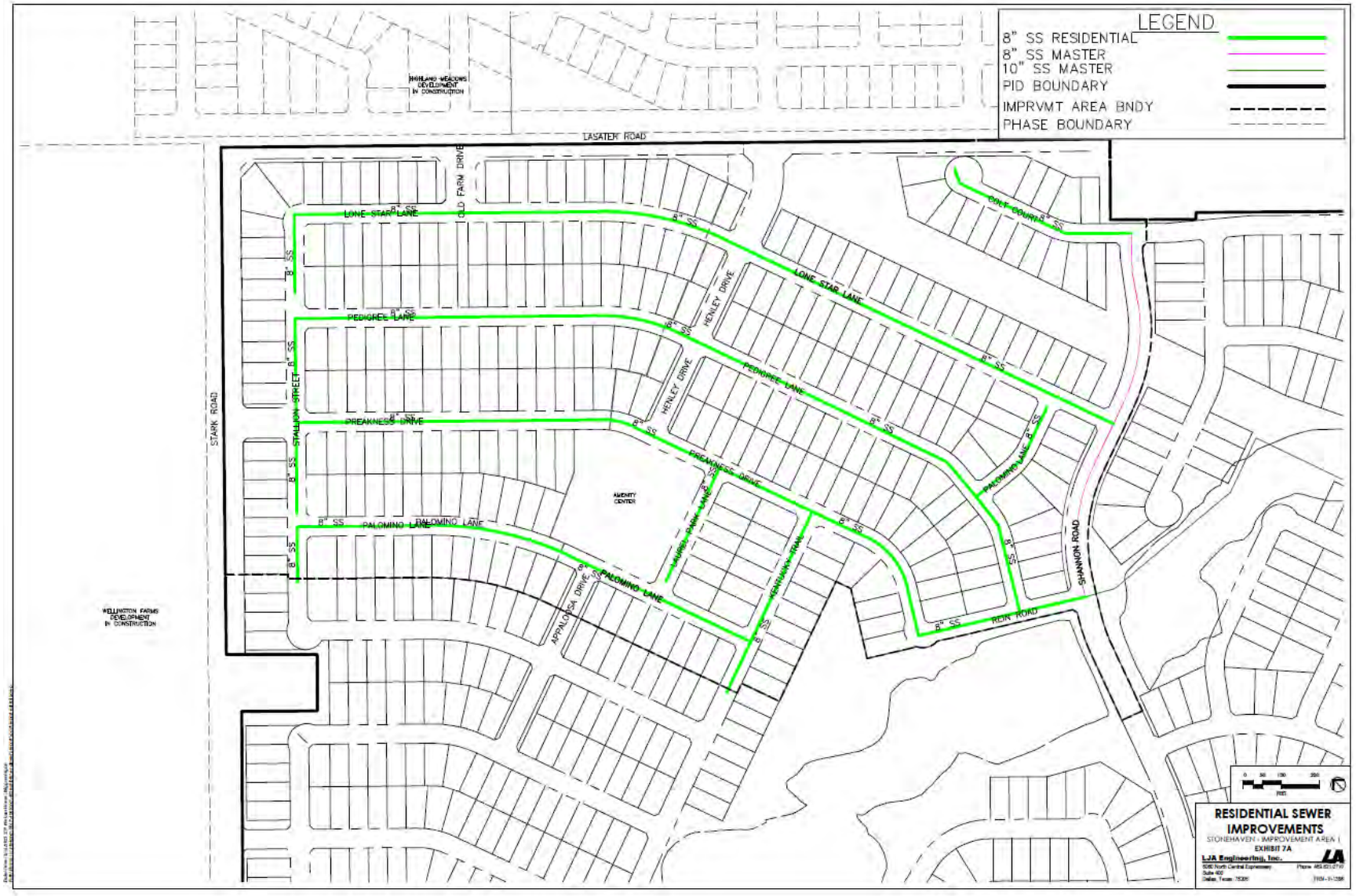
[b] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

[c] Assumes the Reserve Fund is fully funded and available to reduce the Improvement Area #3 Annual Installments at maturity of the Improvement Area #3 Bonds.

EXHIBIT I-1 – MAPS OF IMPROVEMENT AREA #1 IMPROVEMENTS




LEGEND
8" WATER LINE RESIDENTIAL
8" WATER LINE MASTER
12" WATER LINE MASTER
PID BOUNDARY
IMPRVMT AREA BNDY
PHASE BOUNDARY
LASATER ROAD
OLD FARM DRIVE
LONE STAR LANE
COLT COURT
PEDIGREE LANE
HENLEY DRIVE
PREAKNESS DRIVE
STALLION STREET
STARK ROAD
PALOMINO LANE
PALOMINO DRIVE
AMENITY CENTER
LAUREL PARK LANE
KENTUCKY TRAIL
APPALOOSA DRIVE
SHANNON ROAD
REIN ROAD
RESIDENTIAL WATER IMPROVEMENTS
STONEHAVEN - IMPROVEMENT AREA 1
EXHIBIT 6A
LJA Engineering, Inc.


LEGEND
8" SS RESIDENTIAL
8" SS MASTER
10" SS MASTER
PID BOUNDARY
IMPRVMT AREA BNDY
PHASE BOUNDARY
LASATER ROAD
OLD FARM DRIVE
STARK ROAD
LONE STAR LANE
PEDIGREE LANE
PREAKNESS DRIVE
PALOMINO LANE
HENLEY DRIVE
STALLION STREET
AMENITY CENTER
APPALOOSA DRIVE
KENTUCKY TRAIL
LAUREL PARK LANE
SHANNON ROAD
RDIN ROAD
COLT COURT
WELLINGTON FARMS DEVELOPMENT IN CONSTRUCTION
HIGHLAND MEADOWS DEVELOPMENT IN CONSTRUCTION
RESIDENTIAL SEWER IMPROVEMENTS
STONEHAVEN - IMPROVEMENT AREA 1
EXHIBIT 7A
LJA Engineering, Inc.

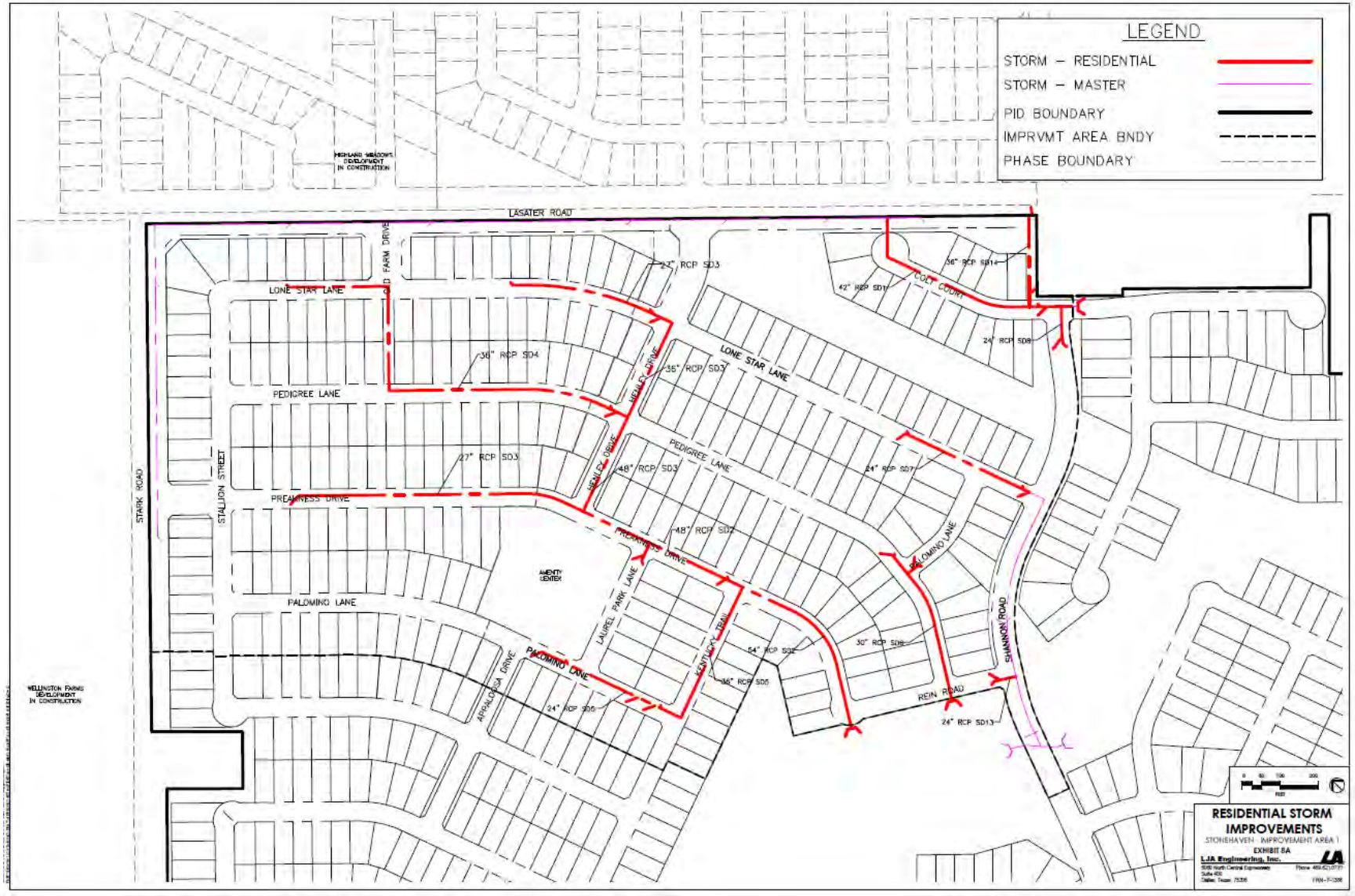

LEGEND
STORM – RESIDENTIAL
STORM – MASTER
PID BOUNDARY
IMPRVMT AREA BNDY
PHASE BOUNDARY
LASATER ROAD
STARK ROAD
OLD FARM DRIVE
STALLION STREET
LONE STAR LANE
PEDIGREE LANE
PREAKNESS DRIVE
PALOMINO LANE
HENLEY DRIVE
LAUREL PARK LANE
KENTUCKY DERBY
APPALOOSA DRIVE
COLT COURT
SHANNON ROAD
REIN ROAD
AMENITY CENTER
HIGHLAND MEADOWS DEVELOPMENT IN CONSTRUCTION
WELLINGTON FARMS DEVELOPMENT IN CONSTRUCTION
RESIDENTIAL STORM IMPROVEMENTS
STONEHAVEN - IMPROVEMENT AREA 1
EXHIBIT 5A
LJA Engineering, Inc.

EXHIBIT I-2 – MAPS OF IMPROVEMENT AREA #2 IMPROVEMENTS




LEGEND
8" WATER LINE RESIDENTIAL
EXISTING 12" WATER LINE
PID BOUNDARY
IMPRVMT AREA BNDY
PHASE BOUNDARY
HIGHLAND MEADOWS
LASATER ROAD
STARK ROAD
COLE COURT
HARDT COURT
CARRIAGE COURT
STONEHAVEN PHASE 2
STONEHAVEN PHASE
STONEHAVEN PHASE 5
STATION STREET
MUSTANG WAY
DERBY DRIVE
STONEHAVEN PHASE 3
HORSESHOE LANE
CLYDESDALE COURT
ARABIAN DRIVE
ALAMEDA ROAD
CRESCENT DRIVE
PAINTED LANE
PAINTED CREEK DRIVE
HUMMINGBIRD DRIVE
STEEPLECHASE LANE
STONEHAVEN PHASE 4
STONEHAVEN PHASE 6
EX. 12" WL1
8" WL1
8" WL2
8" WL3
8" WL4
8" WL5
8" WL7
8" WL8
8" WL9
8" WL11
8" WL12
8" WL22
8" WL23
8" WL28
8" WL29
RESIDENTIAL WATER IMPROVEMENTS
EXHIBIT A
LJA Engineering, Inc.


LEGEND
8" SS RESIDENTIAL
EXISTING 8" SS
EXISTING 10" SS
EXISTING 24" SS
24" SS MASTER
PID BOUNDARY
IMPRVMT AREA BNDY
PHASE BOUNDARY
HIGHLAND MEADOWS
LASATER ROAD
STARK ROAD
STONEHAVEN PHASE 2
STONEHAVEN PHASE
STONEHAVEN PHASE 5
STONEHAVEN PHASE 1
STONEHAVEN PHASE 3
STONEHAVEN PHASE 4
STONEHAVEN PHASE 6
SOLE COURT
HARDT COURT
CHESTNUT COURT
STATION STREET
MUSTANG WAY
DERBY DRIVE
HORSESHOE LANE
CLYDESDALE COURT
SPANISH ROAD
RESIDENTIAL SEWER IMPROVEMENTS
EXHIBIT 7A
LJA Engineering, Inc.

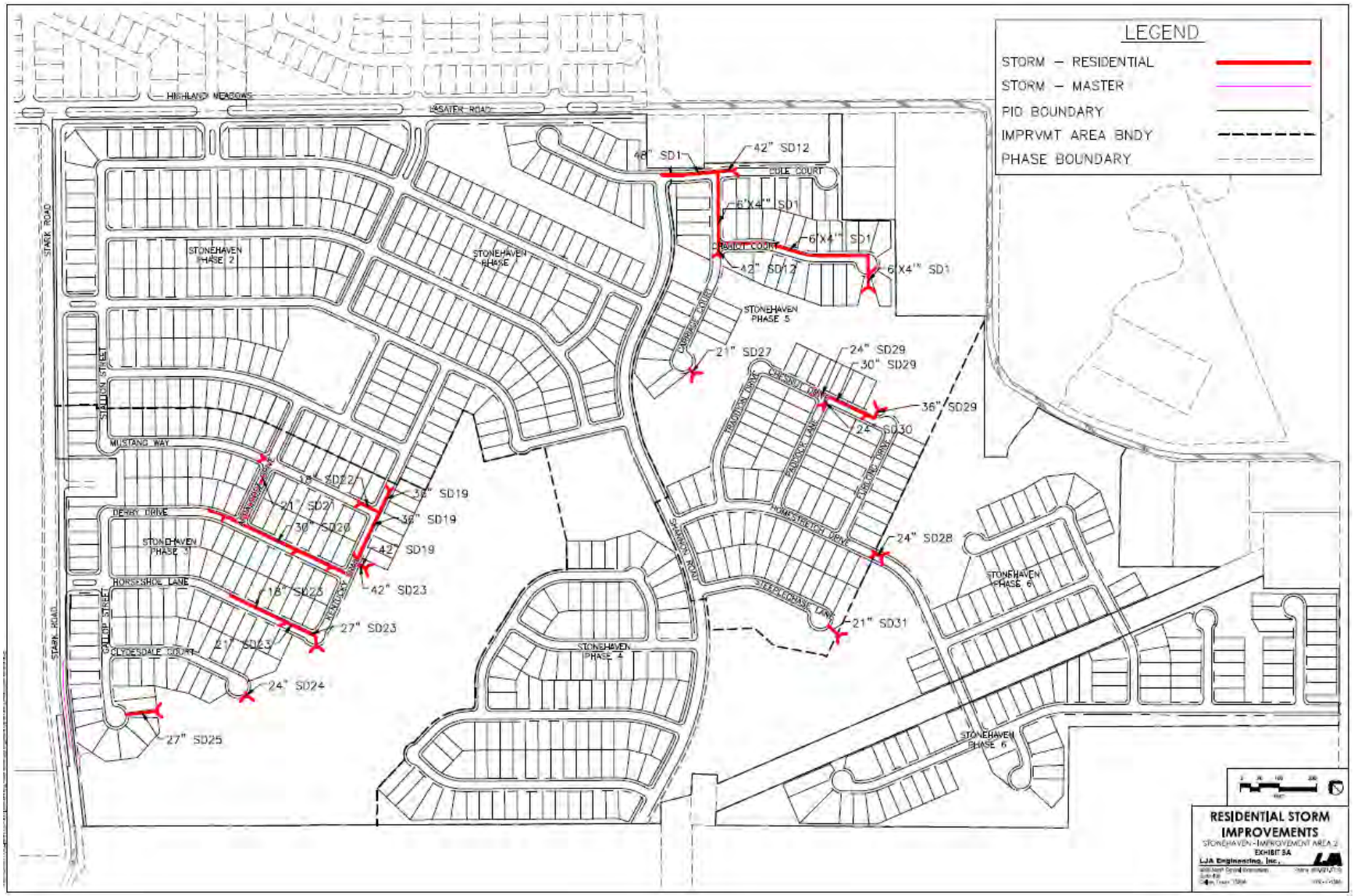

LEGEND
STORM – RESIDENTIAL
STORM – MASTER
PID BOUNDARY
IMPRVMT AREA BNDY
PHASE BOUNDARY
HIGHLAND MEADOWS
LASATER ROAD
STARK ROAD
STONEHAVEN PHASE 2
STONEHAVEN PHASE 1
STONEHAVEN PHASE 5
STONEHAVEN PHASE 3
STONEHAVEN PHASE 4
STONEHAVEN PHASE 6
MUSTANG WAY
DERBY DRIVE
HORSESHOE LANE
CLYDESDALE COURT
SHADOW RUN DRIVE
PADDOCK LANE
CHESTNUT DRIVE
HOMESTRETCH DRIVE
STEEPLECHASE LANE
YORKSHIRE DRIVE
48" SD1
42" SD12
6'X4'" SD1
42" SD12
6'X4'" SD1
21" SD27
24" SD29
30" SD29
36" SD29
24" SD30
24" SD28
21" SD31
18" SD22
21" SD21
30" SD20
36" SD19
36" SD19
42" SD19
42" SD23
18" SD25
27" SD23
21" SD23
24" SD24
27" SD25
RESIDENTIAL STORM IMPROVEMENTS
STONEHAVEN - IMPROVEMENT AREA 2
EXHIBIT 3A
LJA Engineering, Inc.

EXHIBIT I-3 – MAPS OF IMPROVEMENT AREA #3 IMPROVEMENTS




LEGEND
MASTER PAVING – E SIMONDS ROAD (HALF-SECTION) – 120' ROW 50' B-B DIVIDED
MASTER PAVING – SHANNON ROAD – 60' ROW 37' B-B
PID BOUNDARY
IMPRVMT AREA BNDY
PHASE BOUNDARY
HIGHLAND MEADOWS
LASATER ROAD
STARK ROAD
STONEHAVEN PHASE 2
STONEHAVEN PHASE 1
STONEHAVEN PHASE 5
STONEHAVEN PHASE 3
MEADOWLANDS DRIVE
GULFSTREAM DRIVE
STONEHAVEN PHASE 7
SANTA ANITA STREET
LONGCHAMP LANE
STAGECOACH LANE
STONEHAVEN PHASE 6
ROYAL ROCK TRAIL
STARK STREET
BRIDLE WAY
THOROUGHBRED TRAIL
STONEHAVEN PHASE 8
TRIPLE CROWN TRAIL
SHANNON ROAD
E SIMONDS ROAD
MASTER PAVING IMPROVEMENTS
STONEHAVEN - IMPROVEMENT AREA 3
EXHIBIT 5B
LJA Engineering, Inc.


LEGEND
8" WATER LINE RESIDENTIAL
EXISTING 12" WATER LINE
MASTER 12" WATER LINE
PID BOUNDARY
IMPRVMT AREA BNDY
PHASE BOUNDARY
HIGHLAND MEADOWS
MASATER ROAD
STARK ROAD
STONEHAVEN PHASE 2
STONEHAVEN PHASE 1
STONEHAVEN PHASE 5
STONEHAVEN PHASE 3
STONEHAVEN PHASE 8
STONEHAVEN PHASE 7
STONEHAVEN PHASE 6
MEADOWLANDS DRIVE
8" WL31
CLIFFSTREAM DRIVE
8" WL24
SANTA ANITA STREET
8" WL25
LONGCHAMP LANE
8" WL33
SHANNON ROAD
STONEBRIDGE TRAIL
TRIPLE CROWN TRAIL
EX. 12" WL2
E SIMONDS ROAD
RESIDENTIAL WATER IMPROVEMENTS
EXHIBIT 4A
LJA Engineering, Inc.


LEGEND
6" WATER LINE RESIDENTIAL
EXISTING 12" WATER LINE
MASTER 12" WATER LINE
PID BOUNDARY
IMPRVMT AREA BNDY
PHASE BOUNDARY
HIGHLAND MEADOWS
MASAFER ROAD
STARK ROAD
STONEHAVEN PHASE 2
STONEHAVEN PHASE 1
STONEHAVEN PHASE 5
STONEHAVEN PHASE 3
STONEHAVEN PHASE 4
STONEHAVEN PHASE 6
STONEHAVEN PHASE 6
MEADOWLANDS DRIVE
GULFSTREAM DRIVE
SANTA ANITA STREET
LONGCHAMP LANE
SHANNON ROAD
TRIPLE CROWN TRAIL
EX. 12" WL2
EX. 12" WL1
EX. 12" WL3
EX. 8" WL
STABLECREST PASS
ROYAL ASCOT TRAIL
PRAIRIE PARK
PRAIRIE WAY
STERLING STREET
E SIMONDS ROAD
MASTER WATER IMPROVEMENTS
EXHIBIT 6B
LJA Engineering, Inc.


LEGEND
8" SS RESIDENTIAL
EXISTING 24" SS
24" SS MASTER
PID BOUNDARY
IMPRVMT AREA BNDY
PHASE BOUNDARY
HIGHLAND MEADOWS
MASTER ROAD
STARK ROAD
STONEHAVEN PHASE 2
STONEHAVEN PHASE 1
STONEHAVEN PHASE 5
STONEHAVEN PHASE 3
STONEHAVEN PHASE 4
STONEHAVEN PHASE 6
STONEHAVEN PHASE 7
EX. 24" SS
MEADOWLANDS DRIVE
SWEETBRIAR DRIVE
SANTA ANITA STREET
LINCOLNHAM LANE
TRIPLE CROWN TRAIL
E SIMONDS ROAD
RESIDENTIAL SEWER IMPROVEMENTS
STONEHAVEN - IMPROVEMENT AREA 3
EXHIBIT 7A
LJA Engineering, Inc.


LEGEND
8" SS RESIDENTIAL
EXISTING 24" SS
24" SS MASTER
PID BOUNDARY
IMPRVMT AREA BNDY
PHASE BOUNDARY
HIGHLAND MEADOWS
HASATER ROAD
STARK ROAD
STONEHAVEN PHASE 2
STONEHAVEN PHASE 1
STONEHAVEN PHASE 5
STONEHAVEN PHASE 3
STONEHAVEN PHASE 4
STONEHAVEN PHASE 7
STONEHAVEN PHASE 6
EX. 24" SS
MEADOWLANDS DRIVE
GULFSTREAM DRIVE
SANTA ANITA STREET
LONGCHAMP LANE
TRIPLE CROWN TRAIL
E SIMONDS ROAD
MASTER SEWER IMPROVEMENTS
STONEHAVEN - IMPROVEMENT AREA 3
EXHIBIT 7B
LJA Engineering, Inc.


LEGEND
STORM – RESIDENTIAL
STORM – MASTER
PID BOUNDARY
IMPRVMT AREA BNDY
PHASE BOUNDARY
HIGHLAND MEADOWS
MASTER ROAD
STARK ROAD
STONEHAVEN PHASE 2
STONEHAVEN PHASE 1
STONEHAVEN PHASE 5
STONEHAVEN PHASE 3
STONEHAVEN PHASE 4
STONEHAVEN PHASE 6
STONEHAVEN PHASE 7
MEADOWLANDS DRIVE
GOLDSTREAM DRIVE
SANTA ANITA STREET
LONGCHAMP LANE
ROYAL ASCOT TRAIL
TRIPLE CROWN TRAIL
BRIDLE WAY
STIRRUP STREET
E SIMONDS ROAD
24" SD33
18" SD33
21" SD39
36" SD39
21" SD33
30" SD31
24" SD28
18" SD32
30" SD40
24" SD40
24" SD40
42" SD40
42" SD42
24" SD42
36" SD41
24" SD41
30" SD35
36" SD38
RESIDENTIAL STORM IMPROVEMENTS
STONEHAVEN - IMPROVEMENT AREA 3
EXHIBIT 8A
LJA Engineering, Inc.


LEGEND
STORM – RESIDENTIAL
STORM – MASTER
PID BOUNDARY
IMPRVMT AREA BNDY
PHASE BOUNDARY
HIGHLAND MEADOWS
MASTER ROAD
STARK ROAD
STONEHAVEN PHASE 2
STONEHAVEN PHASE 1
STONEHAVEN PHASE 3
STONEHAVEN PHASE 4
STONEHAVEN PHASE 5
STONEHAVEN PHASE 6
STONEHAVEN PHASE 7
MEADOWLANDS DRIVE
GULFSTREAM DRIVE
SANTA ANITA STREET
LONGCHAMP LANE
3 – 10'X9' MCB CULVERT 2
2 – 5'X4' MCB CULVERT 3
TRIPLE CROWN TRAIL
BRIDLE WAY
STIRRUP STREET
E SIMONDS ROAD
MASTER STORM IMPROVEMENTS
STONEHAVEN - IMPROVEMENT AREA 3
EXHIBIT 8B
LJA Engineering, Inc.

EXHIBIT J – FORM OF NOTICE OF ASSESSMENT TERMINATION

P3Works, LLC
9284 Huntington Square, Suite 100
North Richland Hills, TX 76182

[Date]
Dallas County Clerk's Office
Honorable [County Clerk]
Dallas County Administration Building
500 Elm Street
Dallas, TX 75202

Re: City of Seagoville Lien Release documents for filing

Dear Ms./Mr. [County Clerk]

Enclosed is a lien release that the City of Seagoville is requesting to be filed in your office. Lien release for [insert legal description]. Recording Numbers: [Plat]. Please forward copies of the filed documents to my attention:

City of Seagoville
Attn: City Secretary
702 US-175 Frontage Rd
Seagoville, TX 75159

Please contact me if you have any questions or need additional information.

Sincerely,
[Signature]

P3Works, LLC
(817) 393-0353
Admin@P3-Works.com
www.P3-Works.com

AFTER RECORDING RETURN TO:

[City Secretary Name]
[City Secretary Address]

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 DALLAS	**§**	

THIS FULL RELEASE OF PUBLIC IMPROVEMENT DISTRICT LIEN (this "Full Release") is executed and delivered as of the Effective Date by the City of Seagoville, Texas, a Texas home rule municipality (the “City”).

RECITALS

WHEREAS, the governing body (hereinafter referred to as the "City Council") of the City, Texas 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 of the City; and

WHEREAS, on September 20, 2021, the City Council of the City approved Resolution No. 56-R-2021 creating the Stonehaven Public Improvement District (the “District”); and

WHEREAS, the District consists of approximately 246.275 contiguous acres within the corporate limits of the City; and

WHEREAS, on _____, the City Council, approved Ordinance No. _____, (hereinafter referred to as the "Assessment Ordinance") approving a service and assessment plan and assessment roll for the real property located with the District, the Assessment Ordinance being recorded on _____, as Instrument No. _____ in the Official Public Records of Dallas County, Texas; and

WHEREAS, on _____, the City Council, approved Ordinance No. _____, (hereinafter referred to as the "2024 Assessment Ordinance") approving an amended and restated service and assessment plan and assessment roll for the real property located within Improvement Area #1 and Improvement Area #2, the Assessment Ordinance being recorded on _____, as Instrument No. _____ in the Official Public Records of Dallas County, Texas; and

WHEREAS, on _____, the City Council, approved Ordinance No. _____, (hereinafter referred to as the "2025 Assessment Ordinance") approving an amended and restated service and assessment plan and assessment roll for the real property located within Improvement Area #1, Improvement Area #2, and Improvement Area #3, the Assessment Ordinance being recorded on _____, as Instrument No. _____ in the Official Public Records of Dallas County, Texas; and

WHEREAS, the Assessment Ordinance imposed an assessment in the amount of [amount] (hereinafter referred to as the "Lien Amount") and further imposed a lien to secure the payment of the Lien Amount (the “Lien”) against the following property located within the District, to wit:

> [legal description], an addition to the City of [City], [County], Texas, according to the map or plat thereof recorded as Instrument No. _____ in the Map Records of Dallas County, Texas (the "Property");

and

WHEREAS, the Lien Amount has been paid in full.

RELEASE

NOW THEREFORE, for and in consideration of the full payment of the Lien Amount, the City hereby releases and discharges, and by these presents does hereby release and discharge, the Lien to the extent that is affects and encumbers the Property.

EXECUTED to be **EFFECTIVE** this the _____ day of _____, 20__.

CITY OF SEAGOVILLE, TEXAS,
A Texas home rule municipality,

By: _____
[Manager Name], City Manager

ATTEST:

_____
[Secretary Name], City Secretary

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the ____ day of _____, 20__, by the City Manager for the City of Seagoville, Texas, a Texas home rule municipality, on behalf of said municipality.

Notary Public, State of Texas

EXHIBIT K-1 – IMPROVEMENT AREA #1-2 BONDS DEBT SERVICE SCHEDULE

FINAL Numbers

City of Seagoville

Special Assessment Revenue Bonds, Series 2025

(Stonehaven PID)

Combined Issue

Debt Service

Date	Principal	Coupon	Interest	Total P+I
09/30/2025	847,000.00	4.250%	129,291.71	976,291.71
09/30/2026	205,000.00	4.250%	669,230.00	874,230.00
09/30/2027	213,000.00	4.250%	660,517.50	873,517.50
09/30/2028	221,000.00	4.250%	651,465.00	872,465.00
09/30/2029	230,000.00	4.250%	642,072.50	872,072.50
09/30/2030	238,000.00	4.250%	632,297.50	870,297.50
09/30/2031	247,000.00	4.750%	622,182.50	869,182.50
09/30/2032	258,000.00	4.750%	610,450.00	868,450.00
09/30/2033	269,000.00	4.750%	598,195.00	867,195.00
09/30/2034	280,000.00	4.750%	585,417.50	865,417.50
09/30/2035	293,000.00	4.750%	572,117.50	865,117.50
09/30/2036	306,000.00	5.750%	558,200.00	864,200.00
09/30/2037	322,000.00	5.750%	540,605.00	862,605.00
09/30/2038	339,000.00	5.750%	522,090.00	861,090.00
09/30/2039	358,000.00	5.750%	502,597.50	860,597.50
09/30/2040	377,000.00	5.750%	482,012.50	859,012.50
09/30/2041	399,000.00	5.750%	460,335.00	859,335.00
09/30/2042	421,000.00	5.750%	437,392.50	858,392.50
09/30/2043	444,000.00	5.750%	413,185.00	857,185.00
09/30/2044	468,000.00	5.750%	387,655.00	855,655.00
09/30/2045	494,000.00	5.750%	360,745.00	854,745.00
09/30/2046	522,000.00	6.000%	332,340.00	854,340.00
09/30/2047	553,000.00	6.000%	301,020.00	854,020.00
09/30/2048	586,000.00	6.000%	267,840.00	853,840.00
09/30/2049	620,000.00	6.000%	232,680.00	852,680.00
09/30/2050	657,000.00	6.000%	195,480.00	852,480.00
09/30/2051	697,000.00	6.000%	156,060.00	853,060.00
09/30/2052	739,000.00	6.000%	114,240.00	853,240.00
09/30/2053	784,000.00	6.000%	69,900.00	853,900.00
09/30/2054	381,000.00	6.000%	22,860.00	403,860.00
Total	**$12,768,000.00**	-	**$12,730,474.21**	**$25,498,474.21**

Yield Statistics

Bond Year Dollars	$218,230.80
Average Life	17.092 Years
Average Coupon	5.8334911%
Net Interest Cost (NIC)	6.0199463%
True Interest Cost (TIC)	6.1177608%
Bond Yield for Arbitrage Purposes	5.8056714%
All Inclusive Cost (AIC)	6.6268592%

IRS Form 8038

Net Interest Cost	5.8524109%
Weighted Average Maturity	17.101 Years

Stonehaven PID - final v2 | Issue Summary | 6/16/2025 | 11:26 AM

HilltopSecurities
Public Finance

EXHIBIT K-2 – IMPROVEMENT AREA #3 BONDS DEBT SERVICE SCHEDULE

[to be provided at PID Bond pricing.]

EXHIBIT L-1 – DISTRICT LEGAL DESCRIPTION

LEGAL DESCRIPTION

TRACT 1

BEING A 222.432 ACRE TRACT OF LAND SITUATED IN THE HERMAN HEIDER SURVEY, ABSTRACT NO. 541, CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS, AND BEING PART OF LOT ONE, BLOCK ONE OF WOLFORD ADDITION, AN ADDITION TO THE CITY OF SEAGOVILLE, AS RECORDED IN COUNTY CLERK'S FILE NO. 201200121817, PLAT RECORDS, DALLAS COUNTY, TEXAS, ALL OF A 33.33 ACRE TRACT OF LAND, CONVEYED AS "TRACT 1", ALL OF A 22.000 ACRE TRACT OF LAND, CONVEYED AS "TRACT 2", ALL OF A 13.75 ACRE TRACT OF LAND CONVEYED AS "TRACT 3", AND ALL OF AN 18.000 ACRE TRACT OF LAND CONVEYED AS "TRACT 4",TO RICHARD JONES AND GARY JONES, AS RECORDED IN COUNTY CLERK'S FILE NO. 201800011184, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, ALL OF A 41.267 ACRE TRACT OF LAND CONVEYED AS "TRACT A", TO DENNIS WOLFORD AND JANIS WOLFORD, AS RECORDED IN COUNTY CLERK'S FILE NO. 201100149454, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, ALL OF A 25.486 ACRE TRACT OF LAND CONVEYED AS "TRACT A" TO DENNIS WOLFORD AND JANIS WOLFORD, AS RECORDED IN COUNTY, CLERK'S FILE NO. 201100150319, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, AND ALL OF LOT 3 OF THE NABORS SUBDIVISION, AN ADDITION TO THE CITY OF SEAGOVILLE, AS RECORDED IN COUNTY CLERK'S FILE NO. 199300515011, PLAT RECORDS, DALLAS COUNTY, TEXAS. SAID 222.432 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 DATUM (NAD83 2011, EPOCH DATE 2010), DETERMINED BY GPS OBSERVATIONS, CALCULATED FROM DALLAS CORS ARP (PID-DF8984) AND ARLINGTON RRP2 CORS ARP (PID-DF5387), BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT FEET TO A 1/2" IRON ROD WITH CAP FOUND FOR A SOUTH CORNER OF SAID LOT ONE, BLOCK ONE AND THE COMMON EAST CORNER OF A 145.58 ACRE TRACT OF LAND CONVEYED TO PLATTER INVESTMENT COMPANY, AS RECORDED IN VOLUME 72196, PAGE 1744, DEED RECORDS, DALLAS COUNTY, TEXAS. SAID POINT BEING ON THE NORTHWEST LINE OF A TRACT OF LAND CONVEYED TO TEXAS POWER AND LIGHT COMPANY, (NO RECORD DOCUMENT FOUND);

THENCE, NORTH 45 DEGREES 39 MINUTES 12 SECONDS WEST, ALONG THE SOUTHWEST LINE OF SAID LOT ONE, AND THE COMMON NORTHEAST LINE OF SAID 145.58 ACRE TRACT, A DISTANCE OF 2282.25 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE WEST CORNER OF SAID LOT ONE AND THE SOUTH CORNER OF A 1.33585 ACRE

RIGHT-OF-WAY DEDICATION FOR STARK ROAD, (A VARIABLE WIDTH RIGHT-OF-WAY), TO THE CITY OF SEAGOVILLE, AS RECORDED IN COUNTY CLERK'S FILE NO. 201100151442, PLAT RECORDS, DALLAS COUNTY, TEXAS. SAID POINT BEING ON SAID NORTHEAST LINE OF SAID 145.58 ACRE TRACT, FROM WHICH A 1/2" IRON ROD WITH CAP FOUND BEARS NORTH 45 DEGREES 39 MINUTES 12 SECONDS WEST, A DISTANCE OF 14.89 FEET;

THENCE, ALONG THE NORTHWEST LINE OF SAID LOT ONE AND THE COMMON SOUTHEAST RIGHT-O-WAY LINE OF SAID 1.33585 ACRE RIGHT-OF-WAY DEDICATION FOR STARK ROAD, THE FOLLOWING COURSES AND DISTANCES:

NORTH 38 DEGREES 14 MINUTES 08 SECONDS EAST, A DISTANCE OF 589.13 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER, FROM WHICH A 1/2" IRON ROD FOUND BEARS NORTH 51 DEGREES 51 MINUTES 50 SECONDS WEST, A DISTANCE OF 17.33 FEET;

NORTH 44 DEGREES 16 MINUTES 49 SECONDS EAST, A DISTANCE OF 714.86 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE WEST CORNER OF A 0.690 ACRE TOWER LEASE AND EXCLUSIVE ACCESS AND UTILITY EASEMENT, AS RECORDED IN COUNTY CLERK'S FILE NO. 201900115635, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

THENCE, OVER AND ACROSS SAID LOT ONE, BLOCK ONE, AND ALONG THE COMMON LINES OF SAID 0.690 ACRE EASEMENT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 45 DEGREES 39 MINUTES 56 SECONDS EAST, A DISTANCE OF 200.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE SOUTH CORNER OF SAID 0.690 ACRE EASEMENT;

NORTH 44 DEGREES 19 MINUTES 26 MINUTES, A DISTANCE OF 149.76 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE EAST CORNER OF SAID 0.690 ACRE EASEMENT. SAID POINT BEING ON THE NORTHEAST LINE OF SAID LOT ONE AND THE COMMON SOUTHWEST LINE OF AFORESAID "TRACT 3";

THENCE, NORTH 45 DEGREES 25 MINUTES 42 SECONDS WEST, ALONG THE NORTHEAST LINE OF SAID LOT ONE, SAID 0.690 ACRE EASEMENT, AND THE COMMON SOUTHWEST LINE OF SAID "TRACT 3", PASSING AT A DISTANCE OF 17.46 FEET A 1/2" IRON ROD FOUND AND AT 182.54 FEET A 1/2" CAPPED IRON ROD FOUND FOR THE NORTH CORNER OF SAID LOT ONE, THE NORTH CORNER OF SAID 0.690 ACRE EASEMENT, AND THE COMMON EAST CORNER OF AFORESAID 1.33585 ACRE RIGHT-OF-WAY DEDICATION, AND CONTINUING ALONG THE SOUTHWEST LINE OF SAID "TRACT 3" AND THE COMMON

NORTHEAST LINE OF SAID 1.33585 ACRE RIGHT-OF-WAY DEDICATION, IN ALL, A TOTAL DISTANCE OF 240.01 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE NORTH CORNER OF SAID 1.33585 ACRE RIGHT-OF-WAY DEDICATION AND THE COMMON WEST CORNER OF SAID "TRACT 3". SAID POINT BEING ON THE SOUTH RIGHT-OF-WAY LINE OF SAID STARK ROAD, SAME BEING A 3.05 ACRE TRACT OF LAND CONVEYED TO THE COUNTY OF DALLAS, AS RECORDED IN VOLUME 222, PAGE 826, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE, NORTH 44 DEGREES 01 MINUTE 58 SECONDS EAST, ALONG THE NORTHWEST LINE OF SAID "TRACT 3" AND AFORESAID "TRACT 4", AND THE COMMON SOUTHEAST RIGHT-OF-WAY LINE OF SAID STARK ROAD, A DISTANCE OF 1339.61 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE NORTH CORNER OF SAID "TRACT 4". SAID POINT BEING ON THE SOUTHWEST RIGHT-OF-WAY LINE OF LASATER ROAD, (A VARIABLE WIDTH RIGHT-OF-WAY);

THENCE, SOUTH 45 DEGREES 55 MINUTES 43 SECONDS EAST, ALONG THE NORTHEAST LINE OF SAID "TRACT 4", AFORESAID "TRACT 2", AND AFORESAID "TRACT 1", AND WITH SAID SOUTHEAST RIGHT-OF-WAY LINE OF LASATER ROAD, A DISTANCE OF 2348.78 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE EAST CORNER OF SAID "TRACT 1" AND THE COMMON NORTH CORNER OF A 1.000 ACRE TRACT OF LAND CONVEYED TO L.V. ELLIOT AND STELLA ELLIOT, AS RECORDED IN VOLUME 3270, PAGE 562, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE, SOUTH 44 DEGREES 12 MINUTES 30 SECONDS WEST, ALONG THE SOUTHEAST LINE OF SAID "TRACT 1" AND THE COMMON NORTHWEST LINE OF SAID 1.000 ACRE TRACT, PASSING AT A DISTANCE OF 198.89 FEET A 1/2" IRON ROD FOUND, AND CONTINUING IN ALL, A TOTAL DISTANCE OF 213.58 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE WEST CORNER OF SAID 1.000 ACRE TRACT AND THE COMMON NORTH CORNER OF AFORESAID 41.267 ACRE "TRACT A" TRACT;

THENCE, ALONG THE NORTHEAST LINE OF SAID 41.267 ACRE "TRACT A" TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 45 DEGREES 47 MINUTES 30 SECONDS EAST, ALONG THE SOUTHWEST LINE OF SAID 1.000 ACRE TRACT, A DISTANCE OF 225.75 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE SOUTH CORNER OF SAID 1.000 ACRE TRACT;

NORTH 44 DEGREES 29 MINUTES 30 SECONDS EAST, ALONG THE SOUTHEAST LINE OF SAID 1.000 ACRE TRACT, A DISTANCE OF 18.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE WEST CORNER OF A 2.000 ACRE TRACT OF LAND CONVEYED TO L.V. ELLIOTT

AND STELLA ELLIOT, AS RECORDED IN VOLUME 3294, PAGE 563, DEED RECORDS, DALLAS COUNTY, TEXAS;

SOUTH 45 DEGREES 47 MINUTES 30 SECONDS EAST, ALONG THE SOUTHWEST LINE OF SAID 2.000 ACRE TRACT, A DISTANCE OF 495.00 FEET TO A 1/2" IRON PIPE FOUND FOR THE SOUTH CORNER OF SAID 2.000 ACRE TRACT;

NORTH 44 DEGREES 29 MINUTES 30 SECONDS EAST, ALONG THE SOUTHEAST LINE OF SAID 2.000 ACRE TRACT, A DISTANCE OF 191.93 FEET TO A 1/2" IRON ROD FOUND FOR THE EAST CORNER OF SAID 2.000 ACRE TRACT. SAID POINT BEING ON THE AFORESAID SOUTHWEST RIGHT-OF-WAY LINE OF LASATER ROAD;

SOUTH 45 DEGREES 30 MINUTES 30 SECONDS EAST, ALONG SAID SOUTHWEST RIGHT-OF-WAY LINE OF LASATER ROAD, A DISTANCE OF 49.76 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE NORTH CORNER OF A 1.01 ACRE TRACT OF LAND CONVEYED TO LARRY DOUGLAS WALKER, AS RECORDED IN COUNTY CLERK'S FILE NO. 201900029745, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

THENCE, ALONG THE EASTERLY LINE OF SAID 41.267 ACRE "TRACT A" TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 44 DEGREES 29 MINUTES 30 SECONDS WEST, ALONG THE NORTHWEST LINE OF SAID 1.01 ACRE TRACT AND A 1.012 ACRE TRACT OF LAND CONVEYED TO LARRY DOUGLAS WALKER, AS RECORDED IN COUNTY CLERK'S FILE NO. 201000089821, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, A DISTANCE OF 419.22 FEET TO A 3/4" IRON ROD FOUND FOR THE WEST CORNER OF SAID 1.012 ACRE TRACT;

SOUTH 45 DEGREES 30 MINUTES 30 SECONDS EAST, ALONG THE SOUTHWEST LINE OF SAID 1.012 ACRE TRACT, A DISTANCE OF 211.17 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE SOUTH CORNER OF SAID 1.012 ACRE TRACT. SAID POINT BEING ON THE NORTHWEST LINE OF A 6.679 ACRE TRACT OF LAND CONVEYED TO JERRY McFADDEN ANN CLAUDETTE McFADDEN, AS RECORDED IN VOLUME 86229, PAGE 4069, DEED RECORDS, DALLAS COUNTY, TEXAS;

SOUTH 44 DEGREES 29 MINUTES 30 SECONDS WEST, ALONG SAID NORTHWEST LINE OF SAID 6.679 ACRE TRACT, A DISTANCE OF 379.57 FEET TO A 1/2" IRON ROD FOUND FOR THE WEST CORNER OF SAID 6.679 ACRE TRACT;

SOUTH 45 DEGREES 30 MINUTES 30 SECONDS EAST, ALONG THE SOUTHWEST LINE OF SAID 6.679 ACRE TRACT, A DISTANCE OF 349.67 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE SOUTH CORNER OF SAID 6.679 ACRE TRACT. SAID POINT BEING ON THE

NORTHWEST RIGHT-OF-WAY LINE OF E. SIMONDS ROAD, (A VARIABLE WIDTH RIGHT-OF-WAY);

SOUTH 44 DEGREES 29 MINUTES 30 SECONDS WEST, ALONG SAID NORTHWEST RIGHT-OF-WAY LINE OF E. SIMONDS ROAD, PASSING AT A DISTANCE OF 89.58 FEET A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE NORTH CORNER OF A TRACT OF LAND OCCUPIED BY SAID DENNIS WOLFORD AND JANIS WOLFORD, (NO DEED RECORD FOUND), AND CONTINUING IN ALL, A TOTAL DISTANCE OF 558.43 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR A SOUTHEAST CORNER OF SAID 41.267 ACRE "TRACT A" TRACT AND THE COMMON WEST CORNER OF SAID OCCUPIED TRACT. SAID POINT BEING ON THE NORTHEAST LINE OF AFORESAID 25.486 ACRE "TRACT A" TRACT;

THENCE, SOUTH 45 DEGREES 30 MINUTES 30 SECONDS EAST, ALONG THE NORTHEAST LINE OF SAID 25.486 ACRE "TRACT A" TRACT, AND THE COMMON SOUTHWEST LINE OF SAID OCCUPIED TRACT, A DISTANCE OF 88.71 FEET TO A POINT FOR THE SOUTHWEST CORNER OF SAID OCCUPIED TRACT, AND THE COMMON NORTHWEST CORNER OF AFORESAID LOT 3 OF THE NABORS SUBDIVISION SAID POINT BEING IN THE APPROXIMATE CENTER OF A CREEK;

THENCE, ALONG THE NORTH LINE OF SAID LOT 3, THE COMMON SOUTH LINE OF SAID OCCUPIED TRACT AND WITH SAID CREEK, THE FOLLOWING COURSES AND DISTANCES:

NORTH 54 DEGREES 28 MINUTES 50 SECONDS EAST, A DISTANCE OF 39.89 FEET TO A POINT FOR CORNER;

NORTH 79 DEGREES 12 MINUTES 50 SECONDS EAST, A DISTANCE OF 85.02 FEET TO A POINT FOR CORNER;

SOUTH 89 DEGREES 09 MINUTES 10 SECONDS EAST, A DISTANCE OF 61.26 FEET TO A POINT FOR CORNER;

NORTH 71 DEGREES 49 MINUTES 50 SECONDS EAST, A DISTANCE OF 50.84 FEET TO A POINT FOR THE NORTHEAST CORNER OF SAID LOT 3 AND THE COMMON SOUTHEAST CORNER OF SAID OCCUPIED TRACT. SAID POINT BEING ON THE WEST RIGHT-OF-WAY LINE OF AFORESAID E. SIMONDS ROAD AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 09 DEGREES 25 MINUTES 51 SECONDS, A RADIUS OF 1366.30 FEET, AND A LONG CHORD THAT BEARS SOUTH 18 DEGREES 27 MINUTES 35 SECONDS EAST, A DISTANCE OF 224.64 FEET;

THENCE, THE EAST LINE OF SAID LOT 3 AND SAID WEST RIGHT-OF-WAY LINE, THE FOLLOWING COURSES AND DISTANCES:

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 224.89 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 23 DEGREES 10 MINUTES 31 SECONDS EAST, A DISTANCE OF 97.48 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 25 DEGREES 09 MINUTES 44 SECONDS EAST, A DISTANCE OF 62.60 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE SOUTHEAST CORNER OF SAID LOT 3 AND A COMMON NORTH CORNER OF A 2.24 ACRE TRACT OF LAND CONVEYED TO LOWELL SHERMAN AND BARBARA SHERMAN, AS RECORDED IN VOLUME 99051, PAGE 4686, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE, SOUTH 74 DEGREES 45 MINUTES 40 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 2 AND THE COMMON NORTH LINE OF SAID 2.24 ACRE TRACT, A DISTANCE OF 41.27 FEET TO A 1/2" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID LOT 3, A COMMON ANGLE POINT IN SAID 2.24 ACRE TRACT AND A COMMON EXTERIOR ELL CORNER OF AFORESAID 25.486 ACRE "TRACT A" TRACT;

THENCE, ALONG THE EASTERLY LINES OF SAID 25.486 ACRE "TRACT A" TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 45 DEGREES 49 MINUTES 06 SECONDS WEST, ALONG THE NORTHWEST LINE OF SAID 2.24 ACRE TRACT, A DISTANCE OF 433.93 FEET TO A PK NAIL FOUND FOR THE WEST CORNER OF SAID 2.24 ACRE TRACT;

SOUTH 45 DEGREES 13 MINUTES 30 SECONDS EAST, ALONG THE SOUTHWEST LINE OF SAID 2.24 ACRE TRACT AND A 2.83 ACRE TRACT OF LAND CONVEYED TO CLYDE CARMAN, AS RECORDED IN COUNTY CLERK'S FILE NO. 200900225070, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, A DISTANCE OF 398.65 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE SOUTHEAST CORNER OF SAID 25.486 ACRE "TRACT A" TRACT, AND AN ANGLE POINT IN SAID SOUTHWEST LINE OF SAID 2.83 ACRE TRACT. SAID POINT BEING ON THE NORTHEAST LINE OF A 4.527 ACRE TRACT OF LAND CONVEYED TO TEXAS POWER AND LIGHT COMPANY, AS RECORDED IN VOLUME 5642, PAGE 230, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE, NORTH 68 DEGREES 43 MINUTES 32 SECONDS WEST, ALONG THE SOUTHWEST LINE OF SAID 25.486 ACRE "TRACT A" TRACT AND THE COMMON NORTHEAST LINE OF SAID 4.527 ACRE TRACT PASSING AT A DISTANCE OF 1787.41 FEET A 1/2" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID 25.486 ACRE "TRACT A" TRACT, THE COMMON NORTHWEST CORNER OF SAID

4.527 ACRE TRACT, A SOUTH CORNER OF AFORESAID 41.267 ACRE "TRACT A" TRACT, AND THE COMMON NORTHEAST CORNER OF A 0.886 ACRE TRACT OF LAND CONVEYED TO TEXAS POWER & LIGHT COMPANY, AS RECORDED IN COUNTY CLERK'S FILE NO. 171439, DEED RECORDS, DALLAS COUNTY, TEXAS, AND CONTINUING ALONG THE SOUTHWEST LINE OF SAID 41.267 ACRE "TRACT A" TRACT AND THE COMMON NORTHEAST LINE OF SAID 0.886 ACRE TRACT, IN ALL A TOTAL DISTANCE OF 2163.03 FEET TO A 1/2"" IRON ROD WITH CAP FOUND FOR A SOUTHWEST CORNER OF SAID 41.267 ACRE "TRACT A" TRACT AND THE COMMON NORTHWEST CORNER OF SAID 0.886 ACRE TRACT. SAID POINT BEING ON THE SOUTHEAST LINE OF A 0.46 ACRE TRACT OF LAND CONVEYED TO TEXAS POWER & LIGHT COMPANY, AS RECORDED IN VOLUME 5632, PAGE 601, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE, ALONG THE COMMON LINES OF SAID 41.267 ACRE "TRACT A" TRACT AND SAID 0.46 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

NORTH 46 DEGREES 56 MINUTES 45 SECONDS EAST, A DISTANCE OF 35.76 FEET TO A 1/2" IRON ROD WITH CAP FOUND FOR AN INTERIOR ELL CORNER OF SAID 41.267 ACRE "TRACT A" TRACT AND THE COMMON EAST CORNER OF SAID 0.46 ACRE TRACT;

NORTH 43 DEGREES 03 MINUTES 15 SECONDS WEST, A DISTANCE OF 100.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE WESTERN MOST SOUTHWEST CORNER OF SAID 41.267 ACRE "TRACT A" TRACT AND THE COMMON NORTH CORNER OF SAID 0.46 ACRE TRACT. SAID POINT BEING ON THE SOUTHEAST LINE OF AFORESAID LOT ONE, BLOCK ONE;

THENCE, ALONG THE SOUTHERLY LINES OF SAID LOT ONE, BLOCK ONE, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 46 DEGREES 56 MINUTES 45 SECONDS WEST, ALONG THE SOUTHEAST LINE OF SAID LOT ONE AND THE COMMON NORTHWEST LINE OF SAID 0.46 ACRE TRACT, PASSING AT A DISTANCE OF 7.90 FEET A 1/2" IRON ROD FOUND, AND CONTINUING IN ALL, A TOTAL DISTANCE OF 82.73 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE NORTHEAST CORNER OF AFORESAID TEXAS POWER & LIGHT COMPANY TRACT, (NO RECORD DOCUMENT FOUND);

NORTH 59 DEGREES 54 MINUTES 53 SECONDS WEST, ALONG THE NORTHEAST LINE OF SAID TEXAS POWER & LIGHT COMPANY TRACT, A DISTANCE OF 125.04 FEET TO A 1/2" IRON ROD WITH CAP FOUND FOR THE NORTH CORNER OF SAID TEXAS POWER & LIGHT COMPANY TRACT;

SOUTH 43 DEGREES 19 MINUTES 07 SECONDS WEST, ALONG THE NORTHWEST LINE OF SAID TEXAS POWER & LIGHT COMPANY TRACT, A

DISTANCE OF 82.65 FEET TO THE POINT OF BEGINNING AND CONTAINING A CALCULATED AREA OF 9,689,152 SQUARE FEET OR 222.432 ACRES OF LAND.

TRACT 2

BEING A 22.791 ACRE TRACT OF LAND SITUATED IN THE HERMAN HEIDER SURVEY, ABSTRACT NO. 541, CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS, AND BEING ALL OF A 1.098 ACRE TRACT OF LAND CONVEYED AS "TRACT B" TO DENNIS WOLFORD AND JANIS WOLFORD, AS RECORDED IN COUNTY CLERK'S FILE NO. 201100149454, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS AND ALL OF A 21.916 ACRE TRACT OF LAND CONVEYED AS "TRACT B" TO DENNIS WOLFORD AND JANIS WOLFORD, AS RECORDED IN COUNTY CLERK'S FILE NO. 201100150319, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS. SAID 22.791 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 DATUM (NAD83 2011, EPOCH DATE 2010), DETERMINED BY GPS OBSERVATIONS, CALCULATED FROM DALLAS CORS ARP (PID-DF8984) AND ARLINGTON RRP2 CORS ARP (PID-DF5387), BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD WITH CAP FOUND FOR THE WEST CORNER OF SAID 1.098 ACRE "TRACT B" TRACT AND THE COMMON SOUTH CORNER OF A 0.46 ACRE TRACT OF LAND CONVEYED TO TEXAS POWER & LIGHT COMPANY, AS RECORDED IN VOLUME 5632, PAGE 601, DEED RECORDS, DALLAS COUNTY, TEXAS. SAID POINT BEING ON THE NORTHEAST LINE OF A 129.052 ACRE TRACT OF LAND CONVEYED TO CHARLOTTE LEE TAYLOR, AS RECORDED IN COUNTY CLERK'S FILE NO. 20070095728, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

THENCE, NORTH 46 DEGREES 56 MINUTES 45 SECONDS EAST, ALONG THE NORTHWEST LINE OF SAID 1.098 ACRE "TRACT B" TRACT AND THE COMMON SOUTHEAST LINE OF SAID 0.46 ACRE TRACT, A DISTANCE OF 53.08 FEET TO A 1/2" IRON ROD WITH CAP FOUND FOR THE NORTH CORNER OF SAID 1.098 ACRE "TRACT B" TRACT AND THE COMMON WEST CORNER OF A 0.886 ACRE TRACT OF LAND CONVEYED TO TEXAS POWER & LIGHT COMPANY, AS RECORDED IN COUNTY CLERK'S FILE NO. 171439, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE, SOUTH 68 DEGREES 43 MINUTES 32 SECONDS EAST, ALONG THE NORTHEAST LINE OF SAID 1.098 ACRE "TRACT B" TRACT AND AFORESAID 21.916 ACRE "TRACT B" TRACT, AND THE COMMON SOUTHWEST LINE OF SAID 0.886 ACRE TRACT AND A 4.527 ACRE TRACT OF LAND CONVEYED TO TEXAS POWER AND LIGHT COMPANY, AS RECORDED IN VOLUME 5642, PAGE 230, DEED RECORDS, DALLAS COUNTY, TEXAS, A DISTANCE OF 2356.14 FEET TO A 1/2" IRON ROD FOUND FOR A NORTHEAST CORNER OF SAID 21.916 ACRE

"TRACT B" TRACT AND THE COMMON SOUTHEAST CORNER OF SAID 4.527 ACRE TRACT. SAID POINT BEING ON THE NORTHWEST LINE OF A 2.07 ACRE TRACT OF LAND CONVEYED TO TEXAS POWER & LIGHT COMPANY, AS RECORDED VOLUME 3844, PAGE 413, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE, ALONG THE COMMON LINES OF SAID 21.916 ACRE "TRACT B" TRACT AND SAID 2.07 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 44 DEGREES 43 MINUTES 20 SECONDS WEST, A DISTANCE OF 50.64 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR AN INTERIOR ELL CORNER OF SAID 21.916 ACRE TRACT AND THE COMMON WEST CORNER OF SAID 2.07 ACRE TRACT;

SOUTH 45 DEGREES 12 MINUTES 26 SECONDS EAST, A DISTANCE OF 300.20 FEET TO A 1/2" IRON ROD FOUND FOR THE EAST CORNER OF SAID 21.916 ACRE "TRACT B" TRACT AND THE COMMON SOUTH CORNER OF SAID 2.07 ACRE TRACT. SAID POINT BEING ON THE NORTHWEST RIGHT-OF-WAY LINE OF E. SIMONDS ROAD, (A VARIABLE WIDTH RIGHT-OF-WAY);

THENCE, SOUTH 44 DEGREES 41 MINUTES 56 SECONDS WEST, ALONG THE SOUTHEAST LINE OF SAID 21.916 ACRE "TRACT B" TRACT AND SAID NORTHWEST RIGHT-OF-WAY LINE, A DISTANCE OF 540.59 FEET TO A 1/2" IRON PIPE FOUND FOR THE SOUTH CORNER OF SAID 21.916 ACRE "TRACT B" TRACT. SAID POINT BEING ON THE NORTHEAST LINE OF THE REMAINDER OF A 10.0 ACRE TRACT OF LAND CONVEYED TO O.D. OGLETREE AND WIFE, BILLIE OGLETREE, AS RECORDED IN VOLUME 240, PAGE 856, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE, NORTH 45 DEGREES 38 MINUTES 27 SECONDS WEST, ALONG THE SOUTHWEST LINE OF SAID 21.916 ACRE "TRACT B" TRACT AND THE COMMON NORTHEAST LINE OF SAID REMAINDER 10.0 ACRE TRACT AND A 3.33 ACRE TRACT OF LAND CONVEYED TO J.R. YARBROUGH, AS RECORDED IN VOLUME 92202, PAGE 1127, DEED RECORDS, DALLAS COUNTY, TEXAS, A DISTANCE OF 1067.71 FEET TO A 1/2" IRON PIPE FOUND FOR AN INTERIOR ELL CORNER OF SAID 21.916 ACRE "TRACT B" TRACT AND THE COMMON NORTH CORNER OF SAID 3.33 ACRE TRACT;

THENCE, SOUTH 45 DEGREES 04 MINUTES 12 SECONDS WEST, ALONG A SOUTHEAST LINE OF SAID 21.916 ACRE "TRACT B" TRACT AND THE COMMON NORTHWEST LINE OF SAID 3.33 ACRE TRACT, A DISTANCE OF 399.93 FEET TO A 1/2" IRON PIPE FOUND FOR AN EXTERIOR ELL CORNER OF SAID 21.916 ACRE "TRACT B" TRACT AND THE COMMON WEST CORNER OF SAID 3.33 ACRE TRACT. SAID POINT BEING ON THE NORTHEAST LINE OF AFORESAID 129.052 ACRE TRACT;

THENCE, NORTH 44 DEGREES 57 MINUTES 39 SECONDS WEST, ALONG THE SOUTHWEST LINE OF SAID 21.916 ACRE "TRACT B" TRACT AND AFORESAID 1.098 ACRE "TRACT B" TRACT AND THE COMMON NORTHEAST LINE OF SAID 129.052 ACRE TRACT, A DISTANCE OF 1393.95 FEET TO THE POINT OF BEGINNING AND CONTAINING A CALCULATED AREA OF 992,774 SQUARE FEET OR 22.791 ACRES OF LAND.

TRACT 3

BEING A 1.052 ACRE TRACT OF LAND SITUATED IN THE HERMAN HEIDER SURVEY, ABSTRACT NO. 541, CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS, AND BEING ALL OF A TRACT OF LAND OCCUPIED BY DENNIS WOLFORD AND JANIS WOLFORD, (NO RECORD DOCUMENT FOUND). SAID 1.052 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 DATUM (NAD83 2011, EPOCH DATE 2010), DETERMINED BY GPS OBSERVATIONS, CALCULATED FROM DALLAS CORS ARP (PID-DF8984) AND ARLINGTON RRP2 CORS ARP (PID-DF5387), BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE WEST CORNER OF SAID OCCUPIED TRACT AND A COMMON SOUTH CORNER OF A 41.267 ACRE TRACT OF LAND CONVEYED AS "TRACT A" TO DENNIS WOLFORD AND JANIS WOLFORD, AS RECORDED IN COUNTY CLERK'S FILE NO. 201100149454, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS. SAID POINT BEING ON THE NORTHEAST LINE OF A 25.486 ACRE TRACT OF LAND CONVEYED AS "TRACT A" TO DENNIS WOLFORD AND JANIS WOLFORD, AS RECORDED IN COUNTY CLERK'S FILE NO. 201100150319, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

THENCE, NORTH 44 DEGREES 29 MINUTES 30 SECONDS EAST, ALONG THE NORTHWEST LINE OF SAID OCCUPIED TRACT AND THE COMMON SOUTHEAST LINE OF SAID 41.267 ACRE "TRACT A" TRACT, A DISTANCE OF 468.85 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE NORTH CORNER OF SAID OCCUPIED TRACT. SAID POINT BEING ON THE NORTHWEST RIGHT-OF-WAY LINE OF E. SIMONDS ROAD, (A VARIABLE WIDTH RIGHT-OF-WAY), FROM WHICH A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR AN EAST CORNER OF SAID 41.267 ACRE "TRACT A" TRACT AND THE COMMON SOUTH CORNER OF A 6.679 ACRE TRACT OF LAND CONVEYED TO JERRY McFADDEN AND CLAUDETTE McFADDEN, AS RECORDED IN VOLUME 86229, PAGE 4069, DEED RECORDS, DALLAS COUNTY, TEXAS, BEARS NORTH 44 DEGREES 29 MINUTES 30 SECONDS EAST, A DISTANCE OF 89.58 FEET;

THENCE, ALONG THE EASTERLY LINES OF SAID OCCUPIED TRACT AND THE COMMON WESTERLY RIGHT-OF-WAY LINES OF SAID E. SIMONDS ROAD, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 31 DEGREES 03 MINUTES 28 SECONDS WEST, A DISTANCE OF 116.64 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 09 DEGREES 55 MINUTES 06 SECONDS WEST, A DISTANCE OF 87.96 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 12 DEGREES 50 MINUTES 38 SECONDS EAST, A DISTANCE OF 160.03 FEET TO A POINT FOR THE SOUTHEAST CORNER OF SAID OCCUPIED TRACT AND THE COMMON NORTHEAST CORNER OF LOT 3 OF NABORS SUBDIVISION, AN ADDITION TO THE CITY OF SEAGOVILLE, AS RECORDED IN COUNTY CLERK'S FILE NO. 199300515011, PLAT RECORDS, DALLAS COUNTY, TEXAS. SAID POINT BEING IN THE APPROXIMATE CENTER OF A CREEK;

THENCE, ALONG THE COMMON LINES OF SAID OCCUPIED TRACT, SAID LOT 3, AND WITH SAID CREEK, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 71 DEGREES 49 MINUTES 50 SECONDS WEST, A DISTANCE OF 50.84 FEET TO A POINT FOR CORNER;

NORTH 89 DEGREES 09 MINUTES 10 SECONDS WEST, A DISTANCE OF 61.26 FEET TO A POINT FOR CORNER;

SOUTH 79 DEGREES 12 MINUTES 50 SECONDS WEST, A DISTANCE OF 85.02 FEET TO A POINT FOR CORNER;

SOUTH 54 DEGREES 28 MINUTES 50 SECONDS WEST, A DISTANCE OF 39.89 FEET TO A POINT FOR THE SOUTHWEST CORNER OF SAID OCCUPIED TRACT AND THE COMMON NORTHWEST CORNER OF SAID LOT 3. SAID POINT BEING ON THE NORTHEAST LINE OF AFORESAID 25.486 ACRE "TRACT A" TRACT;

THENCE, NORTH 45 DEGREES 30 MINUTES 30 SECONDS WEST, ALONG THE SOUTHWEST LINE OF SAID OCCUPIED TRACT AND THE COMMON NORTHWEST LINE OF SAID 25.486 ACRE "TRACT A" TRACT, A DISTANCE OF 88.71 FEET TO THE POINT OF BEGINNING AND CONTAINING A CALCULATED AREA OF 45,834 SQUARE FEET OR 1.052 ACRES OF LAND.

EXHIBIT L-2 – IMPROVEMENT AREA #1 LEGAL DESCRIPTION

PID DESCRIPTION – AREA NO.1

BEING A 68.784 ACRE TRACT OF LAND SITUATED IN THE HERMAN HEIDER SURVEY, ABSTRACT NO. 541, CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS AND BEING PART OF A 222.432 ACRE TRACT OF LAND, CONVEYED AS TRACT 1 TO MERITAGE HOMES OF TEXAS, LLC, AS RECORDED IN COUNTY CLERK'S FILE NO. 202100290709, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS. SAID 68.784 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 DATUM (NAD83 2011, EPOCH DATE 2010), DETERMINED BY GPS OBSERVATIONS, CALCULATED FROM DALLAS CORS ARP (PID-DF8984) AND ARLINGTON RRP2 CORS ARP (PID-DF5387), BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT FOR A NORTHEAST CORNER OF SAID 222.432 ACRE TRACT AND THE COMMON NORTH CORNER OF A 1.000 ACRE TRACT OF LAND CONVEYED TO L.V. ELLIOT AND STELLA ELLIOT, AS RECORDED IN VOLUME 3270, PAGE 562, DEED RECORDS, DALLAS COUNTY, TEXAS. SAID POINT BEING ON THE SOUTHWEST RIGHT-OF-WAY LINE OF LASATER ROAD, (A VARIABLE WIDTH RIGHT-OF-WAY);

THENCE, SOUTH 44 DEGREES 12 MINUTES 30 SECONDS WEST, ALONG A NORTHEAST LINE OF SAID 222.432 ACRE TRACT AND THE COMMON NORTHWEST LINE OF SAID 1.000 ACRE TRACT, PASSING AT A DISTANCE OF 198.89 FEET A 1/2" IRON ROD FOUND, AND CONTINUING IN ALL, A TOTAL DISTANCE OF 213.58 FEET TO A POINT FOR THE WEST CORNER OF SAID 1.000 ACRE TRACT AND A COMMON INTERIOR ELL CORNER OF SAID 222.432 ACRE TRACT;

THENCE, SOUTH 45 DEGREES 47 MINUTES 30 SECONDS EAST, ALONG A NORTHEAST LINE OF SAID 222.432 ACRE TRACT AND THE COMMON SOUTHWEST LINE OF SAID 1.000 ACRE TRACT A DISTANCE OF 94.66 FEET TO A POINT FOR CORNER;

THENCE, OVER AND ACROSS SAID 222.432 ACRE TRACT THE FOLLOWING COURSES AND DISTANCES:

SOUTH 44 DEGREES 12 MINUTES 30 SECONDS WEST, A DISTANCE OF 61.00 FEET TO A POINT FOR CORNER;

SOUTH 89 DEGREES 12 MINUTES 30 SECONDS WEST, A DISTANCE OF 14.14 FEET TO A POINT FOR CORNER;

SOUTH 44 DEGREES 12 MINUTES 30 SECONDS WEST, A DISTANCE OF 14.24 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 07

DEGREES 55 MINUTES 14 SECONDS, A RADIUS OF 170.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 40 DEGREES 14 MINUTES 53 SECONDS WEST, A DISTANCE OF 23.48 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 23.50 FEET TO A POINT FOR CORNER;

SOUTH 36 DEGREES 17 MINUTES 16 SECONDS WEST, A DISTANCE OF 112.25 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 33 DEGREES 41 MINUTES 22 SECONDS, A RADIUS OF 480.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 53 DEGREES 07 MINUTES 57 SECONDS WEST, A DISTANCE OF 278.19 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 282.24 FEET TO A POINT FOR CORNER;

SOUTH 69 DEGREES 58 MINUTES 38 SECONDS WEST, A DISTANCE OF 189.66 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 38 DEGREES 27 MINUTES 37 SECONDS, A RADIUS OF 420.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 50 DEGREES 44 MINUTES 50 SECONDS WEST, A DISTANCE OF 276.67 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 281.93 FEET TO A POINT FOR CORNER;

SOUTH 31 DEGREES 31 MINUTES 01 SECOND WEST, A DISTANCE OF 100.00 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 11 DEGREES 48 MINUTES 25 SECONDS, A RADIUS OF 420.00 FEET AND A LONG CHORD THAT BEARS SOUTH 25 DEGREES 36 MINUTES 49 SECONDS WEST, A DISTANCE OF 86.40 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 86.55 FEET TO A POINT FOR CORNER;

SOUTH 19 DEGREES 42 MINUTES 36 SECONDS WEST, A DISTANCE OF 195.68 FEET TO A POINT FOR CORNER;

NORTH 70 DEGREES 17 MINUTES 24 SECONDS WEST, A DISTANCE OF 60.00 FEET TO A POINT FOR CORNER;

NORTH 19 DEGREES 42 MINUTES 36 SECONDS EAST, A DISTANCE OF 195.68 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 11

DEGREES 48 MINUTES 25 SECONDS, A RADIUS OF 480.00 FEET AND A LONG CHORD THAT BEARS NORTH 25 DEGREES 36 MINUTES 49 SECONDS EAST, A DISTANCE OF 98.74 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 98.91 FEET TO A POINT FOR CORNER;

NORTH 31 DEGREES 31 MINUTES 01 SECOND EAST, A DISTANCE OF 14.50 FEET TO A POINT FOR CORNER;

NORTH 13 DEGREES 28 MINUTES 59 SECONDS WEST, A DISTANCE OF 14.14 FEET TO A POINT FOR CORNER;

NORTH 58 DEGREES 28 MINUTES 59 SECONDS WEST, A DISTANCE OF 368.18 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 67 DEGREES 01 MINUTES 39 SECONDS, A RADIUS OF 50.00 FEET, AND A LONG CHORD THAT BEARS NORTH 60 DEGREES 52 MINUTES 24 SECONDS WEST, A DISTANCE OF 55.21 FEET;

ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 58.49 FEET TO A POINT FOR CORNER;

NORTH 58 DEGREES 28 MINUTES 59 SECONDS WEST, A DISTANCE OF 134.88 FEET TO A POINT FOR CORNER;

NORTH 31 DEGREES 31 MINUTES 01 SECOND EAST, A DISTANCE OF 189.34 FEET TO A POINT FOR CORNER;

NORTH 20 DEGREES 01 MINUTE 22 SECONDS WEST, A DISTANCE OF 43.71 FEET TO A POINT FOR CORNER;

SOUTH 69 DEGREES 58 MINUTES 38 SECONDS WEST, A DISTANCE OF 350.00 FEET TO A POINT FOR CORNER;

NORTH 20 DEGREES 01 MINUTE 22 SECONDS WEST, A DISTANCE OF 110.00 FEET TO A POINT FOR CORNER;

SOUTH 69 DEGREES 58 MINUTES 38 SECONDS WEST, A DISTANCE OF 28.00 FEET TO A POINT FOR CORNER;

NORTH 20 DEGREES 01 MINUTE 22 SECONDS WEST, A DISTANCE OF 527.00 FEET TO A POINT FOR CORNER;

NORTH 20 DEGREES 38 MINUTES 41 SECONDS WEST, A DISTANCE OF 49.41 FEET TO A POINT FOR CORNER;

NORTH 20 DEGREES 38 MINUTES 41 SECONDS WEST, A DISTANCE OF 4.30 FEET TO A POINT FOR CORNER;

NORTH 24 DEGREES 38 MINUTES 55 SECONDS WEST, A DISTANCE OF 57.38 FEET TO A POINT FOR CORNER;

NORTH 29 DEGREES 15 MINUTES 50 SECONDS WEST, A DISTANCE OF 57.38 FEET TO A POINT FOR CORNER;

NORTH 33 DEGREES 52 MINUTES 44 SECONDS WEST, A DISTANCE OF 57.38 FEET TO A POINT FOR CORNER;

NORTH 38 DEGREES 29 MINUTES 39 SECONDS WEST, A DISTANCE OF 57.38 FEET TO A POINT FOR CORNER;

NORTH 43 DEGREES 10 MINUTES 50 SECONDS WEST, A DISTANCE OF 59.15 FEET TO A POINT FOR CORNER;

NORTH 45 DEGREES 55 MINUTES 21 SECONDS WEST, A DISTANCE OF 380.72 FEET TO A POINT FOR CORNER;

NORTH 44 DEGREES 04 MINUTES 31 SECONDS EAST, A DISTANCE OF 12.50 FEET TO A POINT FOR CORNER;

NORTH 45 DEGREES 55 MINUTES 29 SECONDS WEST, A DISTANCE OF 165.20 FEET TO A POINT FOR CORNER ON THE NORTHWEST LINE OF SAID 222.432 ACRE TRACT AND THE COMMON SOUTHEAST RIGHT-OF-WAY LINE OF STARK ROAD (A VARIABLE WIDTH RIGHT-OF-WAY);

THENCE, NORTH 44 DEGREES 01 MINUTES 58 SECONDS EAST, ALONG SAID COMMON LINES, A DISTANCE OF 1129.08 FEET TO A POINT FOR THE NORTH CORNER OF SAID 222.432 ACRE TRACT. SAID POINT BEING ON THE SOUTHWEST RIGHT-OF-WAY LINE OF AFORESAID LASATER ROAD;

THENCE, SOUTH 45 DEGREES 55 MINUTES 43 SECONDS EAST, ALONG THE NORTHEAST LINE OF SAID 222.432 ACRE TRACT AND THE COMMON SOUTHWEST LINE OF SAID LASATER ROAD, A DISTANCE OF 2348.78 FEET TO THE **POINT OF BEGINNING** AND CONTAINING A CALCULATED AREA OF 68.784 ACRES OF LAND.

THIS DOCUMENT WAS PREPARED UNDER 22 TAC 663.21, 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 INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

EXHIBIT L-3 – IMPROVEMENT AREA #2 LEGAL DESCRIPTION

PROPERTY DESCRIPTION
58.081 ACRES

BEING A 58.081 ACRE TRACT OF LAND SITUATED IN THE HERMAN HEIDER SURVEY, ABSTRACT NO. 541, CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS AND BEING A REPLAT OF A PORTION OF LOT ONE, BLOCK ONE OF WOLFORD ADDITION, AN ADDITION TO THE CITY OF SEAGOVILLE, AS RECORDED IN COUNTY CLERK'S FILE NO. 201200121817, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS AND BEING PART OF THE REMAINDER OF A 222.432 ACRE TRACT OF LAND, CONVEYED AS "TRACT 1", TO MERITAGE HOMES OF TEXAS, LLC AND GREENBRICK EDGEWOOD, LLC, AS RECORDED IN COUNTY CLERK'S FILE NO. 202100290709, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS. SAID 58.081 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 DATUM (NAD83 2011, EPOCH DATE 2010), DETERMINED BY GPS OBSERVATIONS, CALCULATED FROM DALLAS CORS ARP (PID-DF8984) AND ARLINGTON RRP2 CORS ARP (PID-DF5387), BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE WEST CORNER OF STONEHAVEN, PHASE 2, AN ADDITION TO THE CITY OF SEAGOVILLE AS RECORDED IN COUNTY CLERK'S FILE NO._____, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS. SAID POINT BEING ON THE NORTHWEST LINE OF SAID 222.432 ACRE TRACT AND THE COMMON SOUTHEAST RIGHT-OF-WAY LINE OF STARK ROAD, (A VARIABLE WIDTH RIGHT-OF-WAY) AND BEING ON THE SOUTHEAST LINE OF A 1.33585 ACRE RIGHT-OF-WAY DEDICATION TO THE CITY OF SEAGOVILLE, AS RECORDED IN COUNTY CLERK'S FILE NO. 201100151442, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

THENCE, OVER AND ACROSS SAID 222.432 ACRE TRACT AND ALONG THE SOUTHWEST LINE OF SAID STONEHAVEN, PHASE 2, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 45 DEGREES 55 MINUTES 29 SECONDS EAST, A DISTANCE OF 165.20 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 44 DEGREES 04 MINUTES 31 SECONDS WEST, A DISTANCE OF 12.50 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 45 DEGREES 55 MINUTES 29 SECONDS EAST, A DISTANCE OF 380.72 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 43 DEGREES 10 MINUTES 00 SECONDS EAST, A DISTANCE OF 59.15 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 38 DEGREES 29 MINUTES 39 SECONDS EAST, A DISTANCE OF 57.38 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 33 DEGREES 52 MINUTES 44 SECONDS EAST, A DISTANCE OF 57.38 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 29 DEGREES 15 MINUTES 50 SECONDS EAST, A DISTANCE OF 57.38 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 24 DEGREES 38 MINUTES 55 SECONDS EAST, A DISTANCE OF 57.38 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 20 DEGREES 38 MINUTES 41 SECONDS EAST, PASSING AT A DISTANCE OF 4.30 FEET THE SOUTH CORNER OF SAID STONEHAVEN, PHASE 2 AND THE COMMON WEST CORNER OF STONEHAVEN, PHASE 1, AN ADDITION TO THE CITY OF SEAGOVILLE, AS RECORDED IN COUNTY CLERK'S FILE NO._____, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS AND CONTINUING OVER AND ACROSS SAID 222.432 ACRE TRACT AND ALONG THE SOUTHWEST LINE OF SAID STONEHAVEN, PHASE 1, IN ALL A TOTAL DISTANCE OF 53.71 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

THENCE, CONTINUING OVER AND ACROSS SAID 222.432 ACRE TRACT AND ALONG THE SOUTHWEST LINES OF SAID STONEHAVEN, PHASE 1, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 20 DEGREES 01 MINUTES 22 SECONDS EAST, A DISTANCE OF 527.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

NORTH 69 DEGREES 58 MINUTES 38 SECONDS EAST, A DISTANCE OF 28.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 20 DEGREES 01 MINUTE 22 SECONDS EAST, A DISTANCE OF 110.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

NORTH 69 DEGREES 58 MINUTES 38 SECONDS EAST, A DISTANCE OF 350.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 20 DEGREES 01 MINUTE 22 SECONDS EAST, A DISTANCE OF 43.71 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 31 DEGREES 31 MINUTES 01 SECOND WEST, A DISTANCE OF 189.34 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 58 DEGREES 28 MINUTES 59 SECONDS EAST, A DISTANCE OF 134.88 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 67 DEGREES 01 MINUTE 39 SECONDS, A RADIUS OF 50.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 60 DEGREES 52 MINUTES 24 SECONDS EAST, A DISTANCE OF 55.21 FEET;

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 58.48 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 58 DEGREES 28 MINUTES 59 SECONDS EAST, A DISTANCE OF 55.65 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

THENCE, DEPARTING SAID SOUTHWEST LINE OF STONEHAVEN, PHASE 1 AND CONTINUING OVER AND ACROSS SAID 222.432 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 31 DEGREES 31 MINUTES 01 SECOND WEST, A DISTANCE OF 381.21 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 44 DEGREES 20 MINUTES 48 SECONDS WEST, A DISTANCE OF 112.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 57 DEGREES 47 MINUTES 30 SECONDS, A RADIUS OF 225.50 FEET, AND A LONG CHORD THAT BEARS NORTH 74 DEGREES 32 MINUTES 57 SECONDS WEST, A DISTANCE OF 217.93 FEET;

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 227.45 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 76 DEGREES 33 MINUTES 18 SECONDS WEST, A DISTANCE OF 260.53 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 32 DEGREES 12 MINUTES 30 SECONDS, A RADIUS OF 225.50 FEET, AND A LONG CHORD THAT BEARS SOUTH 60 DEGREES 27 MINUTES 03 SECONDS WEST, A DISTANCE OF 125.10 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 126.76 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 44 DEGREES 20 MINUTES 48 SECONDS WEST, A DISTANCE OF 94.06 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 89 DEGREES 20 MINUTES 48 SECONDS WEST, A DISTANCE OF 14.14 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

NORTH 45 DEGREES 39 MINUTES 12 SECONDS WEST, A DISTANCE OF 11.28 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 46 DEGREES 26 MINUTES 32 SECONDS, A RADIUS OF 225.50 FEET, AND A LONG CHORD THAT BEARS NORTH 68 DEGREES 52 MINUTES 28 SECONDS WEST, A DISTANCE OF 177.82 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 182.78 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 87 DEGREES 54 MINUTES 16 SECONDS WEST, A DISTANCE OF 82.78 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 100 DEGREES 58 MINUTES 07 SECONDS, A RADIUS OF 50.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 73 DEGREES 19 MINUTES 27 SECONDS WEST, A DISTANCE OF 77.15 FEET;

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 88.11 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 87 DEGREES 54 MINUTES 16 SECONDS WEST, A DISTANCE OF 158.46 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 44 DEGREES 43 MINUTES 24 SECONDS WEST, A DISTANCE OF 143.58 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET. SAID POINT BEING ON THE SOUTHWEST LINE OF SAID 222.432 ACRE TRACT AND THE COMMON NORTHEAST LINE OF A 145.58 ACRE TRACT OF LAND CONVEYED TO PLATTER INVESTMENT COMPANY, AS RECORDED IN VOLUME 72196, PAGE 1744, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE, NORTH 45 DEGREES 39 MINUTES 12 SECONDS WEST, ALONG SAID COMMON LINES, A DISTANCE OF 1159.93 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE WEST CORNER OF SAID 222.432 ACRE TRACT AND THE COMMON SOUTH CORNER OF AFORESAID 1.33585 ACRE RIGHT-OF-WAY DEDICATION. SAID POINT BEING ON THE SOUTHEAST RIGHT-OF-WAY LINE OF AFORESAID STARK ROAD;

THENCE, ALONG THE NORTHWEST LINE OF SAID 222.432 ACRE TRACT AND THE COMMON SOUTHEAST RIGHT-OF-WAY LINE OF SAID 1.33585 ACRE RIGHT-OF-WAY DEDICATION FOR STARK ROAD, THE FOLLOWING COURSES AND DISTANCES:

NORTH 38 DEGREES 14 MINUTES 08 SECONDS EAST, A DISTANCE OF 589.13 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

NORTH 44 DEGREES 16 MINUTES 49 SECONDS EAST, A DISTANCE OF 714.86 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE WEST CORNER OF A 0.690 ACRE TOWER LEASE AND EXCLUSIVE ACCESS AND UTILITY EASEMENT, AS RECORDED IN COUNTY CLERK'S FILE NO. 201900115635, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

THENCE, ALONG THE COMMON LINES OF SAID 222.432 ACRE TRACT AND SAID 0.690 ACRE EASEMENT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 45 DEGREES 39 MINUTES 55 SECONDS EAST, A DISTANCE OF 200.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

NORTH 44 DEGREES 16 MINUTES 49 SECONDS EAST, A DISTANCE OF 149.79 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

THENCE, NORTH 45 DEGREES 25 MINUTES 30 SECONDS WEST, PASSING AT A DISTANCE OF 17.46 FEET A 1/2" IRON ROD FOUND AND AT 182.54 FEET A 1/2" CAPPED IRON ROD FOUND FOR THE NORTH CORNER OF SAID 0.690 ACRE EASEMENT AND THE COMMON EAST CORNER OF AFORESAID 1.33585 ACRE RIGHT-OF-WAY DEDICATION AND CONTINUING ALONG A SOUTHWESTERLY LINE OF SAID 222.432 ACRE TRACT IN ALL A TOTAL DISTANCE OF 240.01 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR AN EXTERIOR ELL CORNER OF SAID 222.432 ACRE TRACT. SAID POINT BEING ON THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID STARK ROAD;

THENCE, NORTH 44 DEGREES 01 MINUTE 58 SECONDS EAST, ALONG THE NORTHWEST LINE OF SAID 222.432 ACRE TRACT AND THE COMMON SOUTHEAST RIGHT-OF-WAY LINE OF SAID STARK ROAD, A DISTANCE OF 210.52 FEET TO THE **POINT OF BEGINNING** AND CONTAINING A CALCULATED AREA OF 58.081 ACRES OF LAND.

PROPERTY DESCRIPTION
40.443 ACRES

BEING A 40.443 ACRE TRACT OF LAND SITUATED IN THE HERMAN HEIDER SURVEY, ABSTRACT NO. 541, CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS AND BEING A REPLAT OF A PORTION OF LOT ONE, BLOCK ONE OF WOLFORD ADDITION, AN ADDITION TO THE CITY OF SEAGOVILLE, AS RECORDED IN COUNTY CLERK'S FILE NO. 201200121817, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS AND BEING PART OF THE REMAINDER OF A 222.432 ACRE TRACT OF LAND, CONVEYED AS "TRACT 1", TO MERITAGE HOMES OF TEXAS, LLC AND GREENBRICK EDGEWOOD, LLC, AS RECORDED IN COUNTY CLERK'S FILE NO. 202100290709, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS. SAID 40.443 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 DATUM (NAD83 2011, EPOCH DATE 2010), DETERMINED BY GPS OBSERVATIONS, CALCULATED FROM DALLAS CORS ARP (PID-DF8984) AND ARLINGTON RRP2 CORS ARP (PID-DF5387), BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON ROD FOUND FOR A NORTHWEST CORNER OF SAID 222.432 ACRE TRACT AND THE COMMON EAST CORNER OF A 2.000 ACRE TRACT OF LAND CONVEYED TO L.V. ELLIOT AND STELLA ELLIOT AS RECORDED IN VOLUME 3294, PAGE 563, DEED RECORDS, DALLAS COUNTY, TEXAS. SAID POINT BEING ON THE SOUTHWEST RIGHT-OF-WAY LINE OF LASATER ROAD (A VARIABLE WIDTH RIGHT-OF-WAY);

THENCE, SOUTH 45 DEGREES 30 MINUTES 30 SECONDS EAST, ALONG A NORTHEAST LINE OF SAID 222.432 ACRE TRACT AND SAID SOUTHWEST RIGHT-OF-WAY LINE OF LASATER ROAD, A DISTANCE OF 49.76 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR A NORTHEAST CORNER OF SAID 222.432 ACRE TRACT AND THE COMMON NORTHWEST CORNER OF A 1.01 ACRE TRACT OF LAND CONVEYED TO LARRY DOUGLAS WALKER AS RECORDED IN COUNTY CLERK'S FILE NO. 201900029745, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

THENCE, SOUTH 44 DEGREES 29 MINUTES 30 SECONDS WEST, ALONG A NORTHEAST LINE OF SAID 222.432 ACRE TRACT, THE COMMON NORTHWEST LINE OF SAID 1.01 ACRE TRACT AND THE COMMON NORTHWEST LINE OF A 1.012 ACRE TRACT OF LAND CONVEYED TO LARRY DOUGLAS WALKER, AS RECORDED IN COUNTY CLERK'S FILE NO. 201000089821, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, A DISTANCE OF 419.22 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR AN INTERIOR ELL CORNER OF SAID 222.432 ACRE TRACT AND A COMMON WEST CORNER OF SAID 1.012 ACRE TRACT;

THENCE, SOUTH 45 DEGREES 30 MINUTES 30 SECONDS EAST, ALONG A NORTHEAST LINE OF SAID 222.432 ACRE TRACT AND THE COMMON SOUTHWEST LINE OF SAID 1.012 ACRE TRACT, A DISTANCE OF 211.17 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR AN EXTERIOR ELL CORNER OF SAID 222.432 ACRE TRACT AND THE COMMON SOUTHEAST CORNER OF SAID 1.012 ACRE TRACT. SAID POINT BEING ON THE NORTHWEST LINE OF A 6.679 ACRE TRACT OF LAND CONVEYED TO JERRY McFADDEN AND CLAUDETTE McFADDEN AS RECORDED IN VOLUME 86229, PAGE 4069, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE, SOUTH 44 DEGREES 29 MINUTES 30 SECONDS WEST, ALONG THE NORTHEAST LINE OF SAID 222.432 ACRE TRACT AND THE COMMON NORTHWEST LINE OF SAID 6.679 ACRE TRACT, A DISTANCE OF 379.57 FEET TO A 1/2 INCH IRON ROD FOUND FOR AN INTERIOR ELL CORNER OF SAID 222.432 ACRE TRACT AND THE COMMON WEST CORNER OF SAID 6.679 ACRE TRACT;

THENCE, SOUTH 45 DEGREES 30 MINUTES 30 SECONDS EAST, ALONG THE NORTHEAST LINE OF SAID 222.432 ACRE TRACT AND THE COMMON SOUTHWEST LINE OF SAID 6.679 ACRE TRACT, A DISTANCE OF 349.67 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR AN EXTERIOR ELL CORNER OF SAID 222.432 ACRE TRACT. SAID POINT BEING ON THE NORTHWEST RIGHT-OF-WAY LINE OF E. SIMONDS ROAD (A VARIABLE WIDTH RIGHT-OF-WAY);

THENCE, SOUTH 44 DEGREES 29 MINUTES 30 SECONDS WEST, ALONG AN EASTERLY LINE OF SAID 222.432 ACRE TRACT AND THE COMMON SAID NORTHWEST RIGHT-OF-WAY LINE OF E. SIMONDS ROAD, A DISTANCE OF 20.31 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

THENCE, OVER AND ACROSS SAID 222.432 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 69 DEGREES 58 MINUTES 38 SECONDS WEST, A DISTANCE OF 998.55 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 20 DEGREES 01 MINUTE 22 SECONDS EAST, A DISTANCE OF 5.05 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 69 DEGREES 58 MINUTES 38 SECONDS WEST, A DISTANCE OF 466.65 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 18 DEGREES 11 MINUTES 14 SECONDS WEST, A DISTANCE OF 13.94 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 35 DEGREES 04 MINUTES 41 SECONDS WEST, A DISTANCE OF 197.55 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 03 DEGREES 47 MINUTES 07 SECONDS WEST, A DISTANCE OF 106.01 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 47 DEGREES 52 MINUTES 12 SECONDS WEST, A DISTANCE OF 177.10 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 06 DEGREES 59 MINUTES 03 SECONDS, A RADIUS OF 1030.00 FEET, AND A LONG CHORD THAT BEARS NORTH 38 DEGREES 12 MINUTES 42 SECONDS EAST, A DISTANCE OF 125.48 FEET;

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 125.56 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 55 DEGREES 16 MINUTES 50 SECONDS WEST, A DISTANCE OF 60.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 15 DEGREES 00 MINUTES 34 SECONDS, A RADIUS OF 970.00 FEET, AND A LONG CHORD THAT BEARS NORTH 27 DEGREES 12 MINUTES 53 SECONDS EAST, A DISTANCE OF 253.38 FEET;

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 254.10 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 19 DEGREES 42 MINUTES 36 SECONDS EAST, A DISTANCE OF 160.70 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR A SOUTHERLY CORNER OF STONEHAVEN, PHASE 1, AN ADDITION TO THE CITY OF SEAGOVILLE, AS RECORDED IN COUNTY CLERK'S FILE NO. _____, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

THENCE, CONTINUING OVER AND ACROSS SAID 222.432 ACRE TRACT AND ALONG THE EASTERLY LINES OF SAID STONEHAVEN, PHASE 1, THE FOLLOWING COURSES AND DISTANCES;

SOUTH 70 DEGREES 17 MINUTES 24 SECONDS EAST, A DISTANCE OF 60.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 19 DEGREES 42 MINUTES 36 SECONDS EAST, A DISTANCE OF 195.68 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 11 DEGREES 48 MINUTES 25 SECONDS, A RADIUS OF 420.00 FEET, AND A LONG CHORD THAT BEARS NORTH 25 DEGREES 36 MINUTES 49 SECONDS EAST, A DISTANCE OF 86.40 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 86.55 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 31 DEGREES 31 MINUTES 01 SECOND EAST, A DISTANCE OF 100.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 38 DEGREES 27 MINUTES 37 SECONDS, A RADIUS OF 420.00 FEET, AND A LONG CHORD THAT BEARS NORTH 50 DEGREES 44 MINUTES 50 SECONDS EAST, A DISTANCE OF 276.67 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 281.93 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 69 DEGREES 58 MINUTES 38 SECONDS EAST, A DISTANCE OF 189.66 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 33 DEGREES 41 MINUTES 22 SECONDS, A RADIUS OF 480.00 FEET, AND A LONG CHORD THAT BEARS NORTH 53 DEGREES 07 MINUTES 57 SECONDS EAST, A DISTANCE OF 278.19 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 282.24 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 36 DEGREES 17 MINUTES 16 SECONDS EAST, A DISTANCE OF 112.25 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 07 DEGREES 55 MINUTES 14 SECONDS, A RADIUS OF 170.00 FEET, AND A LONG CHORD THAT BEARS NORTH 40 DEGREES 14 MINUTES 53 SECONDS EAST, A DISTANCE OF 23.48 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 23.50 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 44 DEGREES 12 MINUTES 30 SECONDS EAST, A DISTANCE OF 14.24 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 89 DEGREES 12 MINUTES 30 SECONDS EAST, A DISTANCE OF 14.14 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 44 DEGREES 12 MINUTES 30 SECONDS EAST, A DISTANCE OF 51.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 00 DEGREES 47 MINUTES 30 SECONDS WEST, A DISTANCE OF 14.14 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR A NORTHEAST CORNER OF SAID STONEHAVEN, PHASE 1. SAID POINT BEING ON THE NORTHEAST LINE OF SAID 222.432 ACRE TRACT AND THE COMMON SOUTHWEST LINE OF A 1.000 ACRE TRACT OF LAND CONVEYED TO L.V. ELLIOT AND STELLA ELLIOT, AS RECORDED IN VOLUME, 3270, PAGE 562, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE, SOUTH 45 DEGREES 47 MINUTES 30 SECONDS EAST, ALONG SAID COMMON LINES, A DISTANCE OF 141.09 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR AN INTERIOR ELL CORNER OF SAID 222.432 ACRE TRACT AND THE COMMON SOUTHEAST CORNER OF SAID 1.000 ACRE TRACT;

THENCE, NORTH 44 DEGREES 29 MINUTES 30 SECONDS EAST, ALONG A NORTHWEST LINE OF SAID 222.432 ACRE TRACT AND THE COMMON SOUTHEAST LINE OF SAID 1.000 ACRE TRACT, A DISTANCE OF 18.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR AN EXTERIOR ELL CORNER OF SAID 222.432 ACRE TRACT AND THE COMMON WEST CORNER OF AFORESAID 2.000 ACRE TRACT;

THENCE, SOUTH 45 DEGREES 47 MINUTES 30 SECONDS EAST, ALONG A NORTHEAST LINE OF SAID 222.432 ACRE TRACT AND THE COMMON SOUTHWEST LINE OF SAID 2.000 ACRE TRACT, A DISTANCE OF 495.00 FEET TO A 1/2 INCH IRON PIPE FOUND FOR AN INTERIOR ELL CORNER OF SAID 222.432 ACRE TRACT AND THE COMMON SOUTHEAST CORNER OF SAID 2.000 ACRE TRACT;

THENCE, NORTH 44 DEGREES 29 MINUTES 30 SECONDS EAST, ALONG A NORTHWEST LINE OF SAID 222.432 ACRE TRACT AND THE COMMON SOUTHEAST LINE OF SAID 2.000 ACRE TRACT, A DISTANCE OF 191.93 FEET TO THE **POINT OF BEGINNING** AND CONTAINING A CALCULATED AREA OF 40.443 ACRES OF LAND.

EXHIBIT L-4 – IMPROVEMENT AREA #3 LEGAL DESCRIPTION

LEGAL DESCRIPTION
STONEHAVEN IA3 (PH4&6)

TRACT 1

BEING A 55.126 ACRE TRACT OF LAND SITUATED IN THE HERMAN HEIDER SURVEY, ABSTRACT NO. 541, CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS AND BEING PART OF THE REMAINDER OF A 222.432 ACRE TRACT OF LAND, CONVEYED AS "TRACT 1", TO MERITAGE HOMES OF TEXAS, LLC AND GRBK EDGEWOOD LLC, AS RECORDED IN COUNTY CLERK'S FILE NO. 202100290709, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS. SAID 55.126 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 DATUM (NAD83 2011, EPOCH DATE 2010), DETERMINED BY GPS OBSERVATIONS, CALCULATED FROM DALLAS CORS ARP (PID-DF8984) AND ARLINGTON RRP2 CORS ARP (PID-DF5387), BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2 INCH CAPPED IRON ROD FOUND FOR A SOUTHERLY CORNER OF SAID 222.432 ACRE TRACT AND THE COMMON NORTHEAST CORNER OF A 145.58 ACRE TRACT OF LAND CONVEYED TO PLATTER INVESTMENT COMPANY, AS RECORDED IN VOLUME 72196, PAGE 1744, DEED RECORDS, DALLAS COUNTY, TEXAS. SAID POINT BEING ON THE NORTHWEST LINE OF A TRACT OF LAND CONVEYED TO TEXAS POWER & LIGHT (NO RECORD DOCUMENT FOUND);

THENCE, NORTH 45 DEGREES 39 MINUTES 12 SECONDS WEST, ALONG THE SOUTHWEST LINE OF SAID 222.432 ACRE TRACT AND THE COMMON NORTHEAST LINE OF SAID 145.58 ACRE TRACT, A DISTANCE OF 1122.32 FEET TO A POINT FOR CORNER;

THENCE, OVER AND ACROSS SAID 222.432 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

NORTH 44 DEGREES 43 MINUTES 24 SECONDS EAST, A DISTANCE OF 143.58 FEET TO A POINT FOR CORNER;

NORTH 87 DEGREES 54 MINUTES 16 SECONDS EAST, A DISTANCE OF 158.46 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 100 DEGREES 58 MINUTES 07 SECONDS, A RADIUS OF 50.00 FEET, AND A LONG CHORD THAT BEARS NORTH 73 DEGREES 19 MINUTES 27 SECONDS EAST, A DISTANCE OF 77.15 FEET;

ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 88.11 FEET TO A POINT FOR CORNER;

NORTH 87 DEGREES 54 MINUTES 16 SECONDS EAST, A DISTANCE OF 82.78 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 46 DEGREES 26 MINUTES 32 SECONDS, A RADIUS OF 225.50 FEET, AND A LONG CHORD THAT BEARS SOUTH 68 DEGREES 52 MINUTES 28 SECONDS EAST, A DISTANCE OF 177.82 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 182.78 FEET TO A POINT FOR CORNER;

SOUTH 45 DEGREES 39 MINUTES 12 SECONDS EAST, A DISTANCE OF 11.28 FEET TO A POINT FOR CORNER;

NORTH 89 DEGREES 20 MINUTES 48 SECONDS EAST, A DISTANCE OF 14.14 FEET TO A POINT FOR CORNER;

NORTH 44 DEGREES 20 MINUTES 48 SECONDS EAST, A DISTANCE OF 94.06 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 32 DEGREES 12 MINUTES 30 SECONDS, A RADIUS OF 225.50 FEET, AND A LONG CHORD THAT BEARS NORTH 60 DEGREES 27 MINUTES 03 SECONDS EAST, A DISTANCE OF 125.10 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 126.76 FEET TO A POINT FOR CORNER;

NORTH 76 DEGREES 33 MINUTES 18 SECONDS EAST, A DISTANCE OF 260.53 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 57 DEGREES 47 MINUTES 30 SECONDS, A RADIUS OF 225.50 FEET, AND A LONG CHORD THAT BEARS SOUTH 74 DEGREES 32 MINUTES 57 SECONDS EAST, A DISTANCE OF 217.93 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 227.45 FEET TO A POINT FOR CORNER;

NORTH 44 DEGREES 20 MINUTES 48 SECONDS EAST, A DISTANCE OF 112.00 FEET TO A POINT FOR CORNER;

NORTH 31 DEGREES 31 MINUTES 01 SECONDS EAST, A DISTANCE OF 381.21 FEET TO A POINT FOR CORNER. SAID POINT BEING ON THE SOUTHWESTERLY LINE OF STONEHAVEN, PHASE 1, AN ADDITION TO THE CITY OF SEAGOVILLE, AS RECORDED IN COUNTY CLERK'S FILE NO. 202400081827, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

THENCE, ALONG THE SOUTHWESTERLY LINES OF SAID STONEHAVEN, PHASE 1, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 58 DEGREES 28 MINUTES 59 SECONDS EAST, A DISTANCE OF 312.52 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 13 DEGREES 28 MINUTES 59 SECONDS EAST, A DISTANCE OF 14.14 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 31 DEGREES 31 MINUTES 01 SECONDS WEST, A DISTANCE OF 14.50 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 11 DEGREES 48 MINUTES 25 SECONDS, A RADIUS OF 480.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 25 DEGREES 36 MINUTES 49 SECONDS WEST, A DISTANCE OF 98.74 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 98.91 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 19 DEGREES 42 MINUTES 36 SECONDS WEST, OVER AND ACROSS SAID 222.432 ACRE TRACT, A DISTANCE OF 356.38 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 15 DEGREES 00 MINUTES 34 SECONDS, A RADIUS OF 970.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 27 DEGREES 12 MINUTES 53 SECONDS WEST, A DISTANCE OF 253.38 FEET;

THENCE, CONTINUING OVER AND ACROSS SAID 222.432 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 254.10 FEET TO A POINT FOR CORNER;

SOUTH 55 DEGREES 16 MINUTES 50 SECONDS EAST, A DISTANCE OF 60.00 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 06 DEGREES 59 MINUTES 03 SECONDS, A RADIUS OF 1030.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 38 DEGREES 12 MINUTES 42 SECONDS WEST, A DISTANCE OF 125.48 FEET;

ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 125.56 FEET TO A POINT FOR CORNER;
SOUTH 47 DEGREES 52 MINUTES 12 SECONDS EAST, A DISTANCE OF 177.10 FEET TO A POINT FOR CORNER;

SOUTH 03 DEGREES 47 MINUTES 07 SECONDS EAST, A DISTANCE OF 106.01 FEET TO A POINT FOR CORNER;

SOUTH 35 DEGREES 04 MINUTES 41 SECONDS EAST, A DISTANCE OF 197.55 FEET TO A POINT FOR CORNER;

SOUTH 18 DEGREES 11 MINUTES 14 SECONDS EAST, A DISTANCE OF 13.94 FEET TO A POINT FOR CORNER;

NORTH 69 DEGREES 58 MINUTES 38 SECONDS EAST, A DISTANCE OF 466.65 FEET TO A POINT FOR CORNER;

NORTH 20 DEGREES 01 MINUTES 22 SECONDS WEST, A DISTANCE OF 5.05 FEET TO A POINT FOR CORNER;

NORTH 69 DEGREES 58 MINUTES 38 SECONDS EAST, A DISTANCE OF 998.55 FEET TO A POINT FOR CORNER. SAID POINT BEING ON A SOUTHEASTERLY LINE OF SAID 222.432 ACRE TRACT AND THE COMMON NORTHWEST RIGHT-OF-WAY LINE OF E SIMONDS ROAD (A VARIABLE WIDTH RIGHT-OF-WAY);

THENCE, SOUTH 44 DEGREES 29 MINUTES 30 SECONDS WEST, ALONG SAID COMMON LINES AND ALONG THE NORTHWEST LINE OF A 1.052 ACRE TRACT OF LAND, CONVEYED TO MERITAGE HOMES OF TEXAS, LLC AND GRBK EDGEWOOD, LLC, AS RECORDED IN COUNTY CLERK'S FILE NO. 202300011416, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, A DISTANCE OF 538.11 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

THENCE, SOUTH 45 DEGREES 30 MINUTES 30 SECONDS EAST, ALONG THE COMMON LINES OF SAID 222.432 ACRE TRACT AND SAID 1.052 ACRE TRACT, A DISTANCE OF 88.71 FEET TO A POINT FOR CORNER. SAID POINT BEING IN THE APPROXIMATE CENTER OF A CREEK;

THENCE, ALONG SAID COMMON LINES AND WITH SAID CREEK, THE FOLLOWING COURSES AND DISTANCES:

NORTH 54 DEGREES 28 MINUTES 50 SECONDS EAST, A DISTANCE OF 39.89 FEET TO A POINT FOR CORNER;

NORTH 79 DEGREES 12 MINUTES 50 SECONDS EAST, A DISTANCE OF 85.02 FEET TO A POINT FOR CORNER;

SOUTH 89 DEGREES 09 MINUTES 10 SECONDS EAST, A DISTANCE OF 61.26 FEET TO A POINT FOR CORNER;

NORTH 71 DEGREES 49 MINUTES 50 SECONDS EAST, A DISTANCE OF 50.84 FEET TO A POINT FOR CORNER. SAID POINT BEING ON THE NORTHEAST LINE OF SAID 222.432 ACRE TRACT AND THE COMMON NORTHWEST RIGHT-OF-WAY LINE OF AFORESAID E SIMONDS ROAD AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 09 DEGREES 25 MINUTES 51 SECONDS, A RADIUS OF 1366.30 FEET, AND A

LONG CHORD THAT BEARS SOUTH 18 DEGREES 27 MINUTES 35 SECONDS EAST, A DISTANCE OF 224.64 FEET;

THENCE, ALONG SAID COMMON LINES, THE FOLLOWING COURSES AND DISTANCES:

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 224.89 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 23 DEGREES 10 MINUTES 31 SECONDS EAST, A DISTANCE OF 97.48 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 25 DEGREES 09 MINUTES 44 SECONDS EAST, A DISTANCE OF 62.60 FEET TO A 1/2 INCH IRON ROD FOUND FOR AN EAST CORNER OF SAID 222.432 ACRE TRACT AND THE COMMON NORTH CORNER OF A 2.24 ACRE TRACT OF LAND CONVEYED TO LOWELL SHERMAN AND BARBARA SHERMAN, AS RECORDED IN VOLUME 99051, PAGE 4686, DEED RECORDS, DALLAS COUNTY, TEXAS. SAID POINT BEING ON THE WEST LINE OF AFORESAID E SIMONDS ROAD;

THENCE, ALONG A SOUTHEASTERLY LINE OF SAID 222.432 ACRE TRACT AND THE COMMON NORTHWEST LINE OF SAID 2.24 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 74 DEGREES 45 MINUTES 40 SECONDS WEST, A DISTANCE OF 41.27 FEET TO A POINT FOR CORNER;

SOUTH 45 DEGREES 49 MINUTES 06 SECONDS WEST, A DISTANCE OF 433.93 FEET TO A PK NAIL FOUND FOR AN INTERIOR ELL CORNER OF SAID 222.432 ACRE TRACT AND THE COMMON WEST CORNER OF SAID 2.24 ACRE TRACT;

THENCE, SOUTH 45 DEGREES 13 MINUTES 30 SECONDS EAST, ALONG A NORTHEASTERLY LINE OF SAID 222.432 ACRE TRACT, THE COMMON SOUTHWEST LINE OF SAID 2.24 ACRE TRACT AND THE COMMON SOUTHWEST LINE OF A 2.83 ACRE TRACT OF LAND CONVEYED TO CLYDE CARMAN, AS RECORDED IN COUNTY CLERK'S FILE NO. 200900225070, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, A DISTANCE OF 398.65 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE EAST CORNER OF SAID 222.432 ACRE TRACT. SAID POINT BEING ON THE NORTHEAST LINE OF A 4.527 ACRE TRACT OF LAND CONVEYED TO TEXAS POWER AND LIGHT COMPANY, AS RECORDED IN VOLUME 5642, PAGE 230, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE, NORTH 68 DEGREES 43 MINUTES 32 SECONDS WEST, ALONG A SOUTHWEST LINE OF SAID 222.432 ACRE TRACT AND THE COMMON NORTHEAST LINE OF SAID 4.527 ACRE TRACT, A DISTANCE OF 2163.03 FEET TO A 1/2 IRON ROD WITH CAP FOUND FOR THE SOUTHWEST CORNER OF SAID 222.432 ACRE TRACT. SAID POINT BEING ON THE SOUTHEAST LINE OF A 0.46 ACRE TRACT OF LAND CONVEYED TO TEXAS POWER AND LIGHT COMPANY, AS RECORDED IN VOLUME 5632, PAGE 601, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE, ALONG THE COMMON LINES OF SAID 222.432 ACRE TRACT AND SAID 0.46 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

NORTH 46 DEGREES 56 MINUTES 45 SECONDS EAST, A DISTANCE OF 35.76 FEET TO 1/2 INCH IRON ROD WITH CAP FOUND FOR AN INTERIOR ELL CORNER OF SAID 222.432 ACRE TRACT AND THE COMMON EAST CORNER OF SAID 0.46 ACRE TRACT;

NORTH 43 DEGREES 03 MINUTES 15 SECONDS WEST, A DISTANCE OF 100.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR AN INTERIOR ELL CORNER OF SAID 222.432 ACRE TRACT AND THE COMMON NORTH CORNER OF SAID 0.46 ACRE TRACT;

SOUTH 46 DEGREES 56 MINUTES 45 SECONDS WEST, A DISTANCE OF 82.73 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR A SOUTHERLY CORNER OF SAID 222.432 ACRE TRACT AND THE COMMON EAST CORNER OF AFORESAID TEXAS POWER AND LIGHT TRACT WITH NO RECORD DOCUMENT FOUND;

THENCE, ALONG THE COMMON LINES OF SAID 222.432 ACRE TRACT AND SAID TEXAS POWER AND LIGHT TRACT, THE FOLLOWING COURSES AND DISTANCES:

NORTH 59 DEGREES 54 MINUTES 53 SECONDS WEST, A DISTANCE OF 125.04 FEET TO A POINT FOR CORNER;

SOUTH 43 DEGREES 19 MINUTES 07 SECONDS WEST, A DISTANCE OF 82.65 FEET TO THE **POINT OF BEGINNING** AND CONTAINING A CALCULATED AREA OF 55.126 ACRES OF LAND.

TRACT 2

BEING A 22.791 ACRE TRACT OF LAND SITUATED IN THE HERMAN HEIDER SURVEY, ABSTRACT NO. 541, CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS AND BEING ALL OF A 22.791 ACRE TRACT OF LAND, CONVEYED AS "TRACT 2", TO MERITAGE HOMES OF TEXAS, LLC AND GRBK EDGEWOOD LLC, AS RECORDED IN COUNTY CLERK'S FILE NO. 202100290709, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS. SAID 22.791 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 DATUM (NAD83 2011, EPOCH DATE 2010), DETERMINED BY GPS OBSERVATIONS, CALCULATED FROM DALLAS CORS ARP (PID-DF8984) AND ARLINGTON RRP2 CORS ARP (PID-DF5387), BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON ROD FOUND FOR THE EAST CORNER OF SAID 22.791 ACRE TRACT AND THE COMMON SOUTH CORNER OF A 2.07 ACRE TRACT OF LAND CONVEYED TO TEXAS POWER AND LIGHT COMPANY AS RECORDED IN VOLUME 3844, PAGE 413, DEED RECORDS, DALLAS COUNTY, TEXAS. SAID POINT BEING ON THE NORTHWEST RIGHT-OF-WAY LINE OF E SIMONDS ROAD (A VARIABLE WIDTH RIGHT-OF-WAY);

THENCE, SOUTH 44 DEGREES 41 MINUTES 56 SECONDS WEST, ALONG THE SOUTHEAST LINE OF SAID 22.791 ACRE TRACT AND THE COMMON SAID NORTHWEST RIGHT-OF-WAY LINE OF E SIMONDS ROAD A DISTANCE OF 540.59 FEET TO A 1/2 INCH IRON PIPE FOUND FOR THE SOUTHEAST CORNER OF SAID 22.791 ACRE TRACT. SAID POINT BEING ON THE NORTHEAST LINE OF A 10.0 ACRE TRACT OF LAND CONVEYED TO O.D. OGLETREE AND BILLIE OGLETREE, AS RECORDED IN VOLUME 240, PAGE 856, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE, NORTH 45 DEGREES 38 MINUTES 27 SECONDS WEST, ALONG A SOUTHWEST LINE OF SAID 22.791 ACRE TRACT, THE COMMON NORTHEAST LINE OF SAID 10.0 ACRE TRACT AND THE COMMON NORTHEAST LINE OF A 3.33 ACRE TRACT OF LAND CONVEYED TO J.R. YARBROUGH, AS RECORDED IN VOLUME 92202, PAGE 1127, DEED RECORDS, DALLAS COUNTY, TEXAS, A DISTANCE OF 1067.71 FEET TO A 1/2 INCH IRON PIPE FOUND FOR AN INTERIOR ELL CORNER OF SAID 22.791 ACRE TRACT AND THE COMMON NORTH CORNER OF SAID 3.33 ACRE TRACT;

THENCE, SOUTH 45 DEGREES 04 MINUTES 12 SECONDS WEST, ALONG A SOUTHEAST LINE OF SAID 22.791 ACRE TRACT AND THE COMMON NORTHWEST LINE OF SAID 3.33 ACRE TRACT, A DISTANCE OF 399.93 FEET TO A 1/2 INCH IRON PIPE FOUND AN EXTERIOR ELL CORNER OF SAID 22.791 ACRE TRACT AND THE COMON WEST CORNER OF SAID 3.33 ACRE TRACT. SAID POINT BEING ON THE NORTHEAST LINE OF A 129.052 ACRE TRACT OF LAND CONVEYED TO CHARLOTTE LEE TAYLOR, AS RECORDED IN COUNTY CLERK'S FILE NO. 20070095728, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

THENCE, NORTH 44 DEGREES 57 MINUTES 39 SECONDS WEST, ALONG THE SOUTHWEST LINE OF SAID 22.791 ACRE TRACT AND THE COMMON NORTHEAST LINE OF SAID 129.052 ACRE TRACT, A DISTANCE OF 1393.95 FEET TO A 1/2 IRON ROD WITH CAP FOUND FOR THE NORTHWEST CORNER OF SAID 22.791 ACRE TRACT AND THE COMMON SOUTH CORNER OF A 0.46 ACRE TRACT OF LAND, CONVEYED TO TEXAS POWER AND LIGHT COMPANY, AS RECORDED IN VOLUME 5632, PAGE 601, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE, NORTH 46 DEGREES 56 MINUTES 45 SECONDS EAST, ALONG THE NORTHWEST LINE OF SAID 22.791 ACRE TRACT AND THE COMMON SOUTHEAST LINE OF SAID 0.46 ACRE TRACT, A DISTANCE OF 53.08 FEET TO A 1/2 IRON ROD WITH CAP FOUND FOR A NORTH CORNER OF SAID 22.791 ACRE TRACT AND THE COMMON WEST CORNER OF A 4.527 ACRE TRACT OF LAND CONVEYED TO TEXAS POWER AND LIGHT COMPANY, AS RECORDED IN VOLUME 5642, PAGE 230, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE, SOUTH 68 DEGREES 43 MINUTES 32 SECONDS EAST, ALONG THE NORTHEAST LINE OF SAID 22.791 ACRE TRACT AND THE COMMON SOUTHWEST LINE OF SAID 4.527 ACRE TRACT, A DISTANCE OF 2356.14 FEET TO A 1/2 INCH IRON ROD FOUND FOR A NORTHEAST CORNER OF SAID 22.791 ACRE TRACT AND THE COMMON SOUTHEAST CORNER OF SAID 4.527 ACRE TRACT. SAID POINT BEING ON THE NORTHWEST LINE OF AFORESAID 2.07 ACRE TRACT;

THENCE, ALONG THE COMMON LINES OF SAID 22.791 ACRE TRACT AND SAID 2.07 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

> SOUTH 44 DEGREES 43 MINUTES 20 SECONDS WEST, A DISTANCE OF 50.64 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR AN INTERIOR ELL CORNER OF SAID 22.791 ACRE TRACT AND THE COMMON WEST CORNER OF SAID 2.07 ACRE TRACT;
>
> SOUTH 45 DEGREES 12 MINUTES 26 SECONDS EAST, A DISTANCE OF 300.20 FEET TO THE **POINT OF BEGINNING** AND CONTAINING A CALCULATED AREA OF 22.791 ACRES OF LAND.

TRACT 3

BEING A 1.052 ACRE TRACT OF LAND SITUATED IN THE HERMAN HEIDER SURVEY, ABSTRACT NO. 541, CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS, AND BEING ALL OF A TRACT OF LAND OCCUPIED BY DENNIS WOLFORD AND JANIS WOLFORD, (NO RECORD DOCUMENT FOUND). SAID 1.052 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 DATUM (NAD83 2011, EPOCH DATE 2010), DETERMINED BY GPS OBSERVATIONS, CALCULATED FROM DALLAS CORS ARP (PID-DF8984) AND ARLINGTON RRP2 CORS ARP (PID-DF5387), BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE WEST CORNER OF SAID OCCUPIED TRACT AND A COMMON SOUTH CORNER OF A 41.267 ACRE TRACT OF LAND CONVEYED AS "TRACT A" TO DENNIS WOLFORD AND JANIS WOLFORD, AS RECORDED IN COUNTY CLERK'S FILE NO. 201100149454, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS. SAID POINT BEING ON THE NORTHEAST LINE OF A 25.486 ACRE TRACT OF LAND CONVEYED AS "TRACT A" TO DENNIS WOLFORD AND JANIS WOLFORD, AS RECORDED IN COUNTY CLERK'S FILE NO. 201100150319, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

THENCE, NORTH 44 DEGREES 29 MINUTES 30 SECONDS EAST, ALONG THE NORTHWEST LINE OF SAID OCCUPIED TRACT AND THE COMMON SOUTHEAST LINE OF SAID 41.267 ACRE "TRACT A" TRACT, A DISTANCE OF 468.85 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE NORTH CORNER OF SAID OCCUPIED TRACT. SAID POINT BEING ON THE NORTHWEST RIGHT-OF-WAY LINE OF E. SIMONDS ROAD, (A VARIABLE WIDTH RIGHT-OF-WAY), FROM WHICH A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR AN EAST CORNER OF SAID 41.267 ACRE "TRACT A" TRACT AND THE COMMON SOUTH CORNER OF A 6.679 ACRE TRACT OF LAND CONVEYED TO JERRY McFADDEN AND CLAUDETTE McFADDEN, AS RECORDED IN VOLUME 86229, PAGE 4069, DEED RECORDS, DALLAS COUNTY, TEXAS, BEARS NORTH 44 DEGREES 29 MINUTES 30 SECONDS EAST, A DISTANCE OF 89.58 FEET;

THENCE, ALONG THE EASTERLY LINES OF SAID OCCUPIED TRACT AND THE COMMON WESTERLY RIGHT-OF-WAY LINES OF SAID E. SIMONDS ROAD, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 31 DEGREES 03 MINUTES 28 SECONDS WEST, A DISTANCE OF 116.64 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 09 DEGREES 55 MINUTES 06 SECONDS WEST, A DISTANCE OF 87.96 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 12 DEGREES 50 MINUTES 38 SECONDS EAST, A DISTANCE OF 160.03 FEET TO A POINT FOR THE SOUTHEAST CORNER OF SAID OCCUPIED TRACT AND THE COMMON NORTHEAST CORNER OF LOT 3 OF NABORS SUBDIVISION, AN ADDITION TO THE CITY OF SEAGOVILLE, AS RECORDED IN COUNTY CLERK'S FILE NO. 199300515011, PLAT RECORDS, DALLAS COUNTY, TEXAS. SAID POINT BEING IN THE APPROXIMATE CENTER OF A CREEK;

THENCE, ALONG THE COMMON LINES OF SAID OCCUPIED TRACT, SAID LOT 3, AND WITH SAID CREEK, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 71 DEGREES 49 MINUTES 50 SECONDS WEST, A DISTANCE OF 50.84 FEET TO A POINT FOR CORNER;

NORTH 89 DEGREES 09 MINUTES 10 SECONDS WEST, A DISTANCE OF 61.26 FEET TO A POINT FOR CORNER;

SOUTH 79 DEGREES 12 MINUTES 50 SECONDS WEST, A DISTANCE OF 85.02 FEET TO A POINT FOR CORNER;

SOUTH 54 DEGREES 28 MINUTES 50 SECONDS WEST, A DISTANCE OF 39.89 FEET TO A POINT FOR THE SOUTHWEST CORNER OF SAID OCCUPIED TRACT AND THE COMMON NORTHWEST CORNER OF SAID LOT 3. SAID POINT BEING ON THE NORTHEAST LINE OF AFORESAID 25.486 ACRE "TRACT A" TRACT;

THENCE, NORTH 45 DEGREES 30 MINUTES 30 SECONDS WEST, ALONG THE SOUTHWEST LINE OF SAID OCCUPIED TRACT AND THE COMMON NORTHWEST LINE OF SAID 25.486 ACRE "TRACT A" TRACT, A DISTANCE OF 88.71 FEET TO THE POINT OF BEGINNING AND CONTAINING A CALCULATED AREA OF 45,834 SQUARE FEET OR 1.052 ACRES OF LAND.

APPENDIX A – BUYER DISCLOSURES

Forms of the buyer disclosures for the following Lot Types are found in this appendix:

Improvement Area #1

- Lot Type 1

Improvement Area #2

- Lot Type 2

Improvement Area #3

- Improvement Area #3 Initial Parcel
- Lot Type 3

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STONEHAVEN PUBLIC IMPROVEMENT DISTRICT – BUYER DISCLOSURE - IMPROVEMENT AREA #1 - LOT TYPE 1

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 SEAGOVILLE, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

IMPROVEMENT AREA #1 LOT TYPE 1 PRINCIPAL ASSESSMENT: $20,266.45

As the purchaser of the real property described above, you are obligated to pay assessments to City of Seagoville, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within the ***Stonehaven Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Seagoville. The exact amount of each annual installment will be approved each year by the Seagoville City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City of Seagoville.

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 Dallas 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 Dallas 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 Dallas County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #1 LOT TYPE 1

Annual Installment Due 1/31	Principal	Interest[a]	Additional Interest	Annual Collection Costs	Annual Installment[b]
2027	$ 384.87	$ 1,139.71	$ 101.33	$ 100.12	$ 1,726.03
2028	$ 398.03	$ 1,123.36	$ 99.41	$ 130.73	$ 1,751.52
2029	$ 414.47	$ 1,106.44	$ 97.42	$ 133.35	$ 1,751.68
2030	$ 427.63	$ 1,088.82	$ 95.35	$ 136.01	$ 1,747.81
2031	$ 444.08	$ 1,070.65	$ 93.21	$ 138.73	$ 1,746.67
2032	$ 463.82	$ 1,049.56	$ 90.99	$ 141.51	$ 1,745.87
2033	$ 483.55	$ 1,027.52	$ 88.67	$ 144.34	$ 1,744.08
2034	$ 503.29	$ 1,004.56	$ 86.25	$ 147.22	$ 1,741.32
2035	$ 526.32	$ 980.65	$ 83.73	$ 150.17	$ 1,740.87
2036	$ 549.34	$ 955.65	$ 81.10	$ 153.17	$ 1,739.27
2037	$ 578.95	$ 924.06	$ 78.36	$ 156.24	$ 1,737.60
2038	$ 608.55	$ 890.77	$ 75.46	$ 159.36	$ 1,734.15
2039	$ 641.45	$ 855.78	$ 72.42	$ 162.55	$ 1,732.19
2040	$ 674.34	$ 818.90	$ 69.21	$ 165.80	$ 1,728.25
2041	$ 713.82	$ 780.12	$ 65.84	$ 169.12	$ 1,728.89
2042	$ 753.29	$ 739.08	$ 62.27	$ 172.50	$ 1,727.14
2043	$ 792.76	$ 695.76	$ 58.50	$ 175.95	$ 1,722.98
2044	$ 835.53	$ 650.18	$ 54.54	$ 179.47	$ 1,719.71
2045	$ 881.58	$ 602.14	$ 50.36	$ 183.06	$ 1,717.13
2046	$ 930.92	$ 551.45	$ 45.95	$ 186.72	$ 1,715.04
2047	$ 986.84	$ 495.59	$ 41.30	$ 190.45	$ 1,714.18
2048	$ 1,046.05	$ 436.38	$ 36.37	$ 194.26	$ 1,713.06
2049	$ 1,105.26	$ 373.62	$ 31.13	$ 198.15	$ 1,708.16
2050	$ 1,171.05	$ 307.30	$ 25.61	$ 202.11	$ 1,706.07
2051	$ 1,240.13	$ 237.04	$ 19.75	$ 206.15	$ 1,703.07
2052	$ 1,315.79	$ 162.63	$ 13.55	$ 210.27	$ 1,702.25
2053	$ 1,394.74	$ 83.68	$ 6.97	$ 214.48	$ 187.67
Total	**$ 20,266.45**	**$ 20,151.41**	**$ 1,725.05**	**$ 4,501.96**	**$ 45,132.67**

Footnotes:

[a] Interest on the Improvement Area #1-2 Bonds is calculated at a 4.25%, 4.75%, 5.75%, and 6.00% rate for term bonds maturing 2030, 2035, 2045, and 2054 respectively.

[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.

STONEHAVEN PUBLIC IMPROVEMENT DISTRICT – BUYER DISCLOSURE
IMPROVEMENT AREA #2 - LOT TYPE 2

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 SEAGOVILLE, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

IMPROVEMENT AREA #2 LOT TYPE 2 PRINCIPAL ASSESSMENT: $19,910.39

As the purchaser of the real property described above, you are obligated to pay assessments to City of Seagoville, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within the ***Stonehaven Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Seagoville. The exact amount of each annual installment will be approved each year by the Seagoville City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City of Seagoville.

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 Dallas 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 Dallas 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 Dallas County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #2 LOT TYPE 2

Annual Installment Due 1/31	Principal	Interest[a]	Additional Interest	Annual Collection Costs	Annual Installment[b]
2027	$ 344.09	$ 1,125.61	$ 99.55	$ 98.90	$ 1,668.15
2028	$ 358.42	$ 1,110.99	$ 97.83	$ 131.95	$ 1,699.19
2029	$ 372.76	$ 1,095.75	$ 96.04	$ 134.59	$ 1,699.14
2030	$ 387.10	$ 1,079.91	$ 94.18	$ 137.28	$ 1,698.47
2031	$ 401.43	$ 1,063.46	$ 92.24	$ 140.03	$ 1,697.16
2032	$ 419.35	$ 1,044.39	$ 90.23	$ 142.83	$ 1,696.81
2033	$ 437.28	$ 1,024.47	$ 88.14	$ 145.69	$ 1,695.57
2034	$ 455.20	$ 1,003.70	$ 85.95	$ 148.60	$ 1,693.45
2035	$ 476.70	$ 982.08	$ 83.67	$ 151.57	$ 1,694.03
2036	$ 498.21	$ 959.44	$ 81.29	$ 154.60	$ 1,693.54
2037	$ 523.30	$ 930.79	$ 78.80	$ 157.69	$ 1,690.58
2038	$ 551.97	$ 900.70	$ 76.18	$ 160.85	$ 1,689.70
2039	$ 584.23	$ 868.96	$ 73.42	$ 164.07	$ 1,690.68
2040	$ 616.49	$ 835.37	$ 70.50	$ 167.35	$ 1,689.70
2041	$ 652.33	$ 799.92	$ 67.42	$ 170.69	$ 1,690.36
2042	$ 688.17	$ 762.41	$ 64.16	$ 174.11	$ 1,688.85
2043	$ 727.60	$ 722.84	$ 60.72	$ 177.59	$ 1,688.75
2044	$ 767.03	$ 681.00	$ 57.08	$ 181.14	$ 1,686.25
2045	$ 810.04	$ 636.90	$ 53.24	$ 184.76	$ 1,684.94
2046	$ 856.63	$ 590.32	$ 49.19	$ 188.46	$ 1,684.61
2047	$ 906.81	$ 538.92	$ 44.91	$ 192.23	$ 1,682.87
2048	$ 960.57	$ 484.52	$ 40.38	$ 196.07	$ 1,681.54
2049	$ 1,017.92	$ 426.88	$ 35.57	$ 199.99	$ 1,680.37
2050	$ 1,078.85	$ 365.81	$ 30.48	$ 203.99	$ 1,679.14
2051	$ 1,146.95	$ 301.08	$ 25.09	$ 208.07	$ 1,681.19
2052	$ 1,215.05	$ 232.26	$ 19.35	$ 212.24	$ 1,678.90
2053	$ 1,290.32	$ 159.35	$ 13.28	$ 216.48	$ 1,679.44
2054	$ 1,365.59	$ 81.94	$ 6.83	$ 220.81	$ 1,675.17
Total	**$ 19,910.39**	**$ 20,809.76**	**$ 1,775.73**	**$ 4,762.64**	**$ 47,258.53**

Footnotes:

[a] Interest on the Improvement Area #1-2 Bonds is calculated at a 4.25%, 4.75%, 5.75%, and 6.00% rate for term bonds maturing 2030, 2035, 2045, and 2054 respectively.

[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.

STONEHAVEN PUBLIC IMPROVEMENT DISTRICT – BUYER DISCLOSURE - IMPROVEMENT AREA #3 INITIAL PARCEL

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 SEAGOVILLE, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

IMPROVEMENT AREA #3 INITIAL PARCEL PRINCIPAL ASSESSMENT: $5,975,000.00

As the purchaser of the real property described above, you are obligated to pay assessments to City of Seagoville, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within the ***Stonehaven Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Seagoville. The exact amount of each annual installment will be approved each year by the Seagoville City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City of Seagoville.

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 Dallas 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 Dallas 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 Dallas County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #3 INITIAL PARCEL

Annual Installment Due 1/31[a]	Principal	Interest[b]	Additional Interest	Annual Collection Costs	Annual Installment[c]
2027	$ 78,000	$ 373,438	$ 29,875	$ 13,240	$ 494,552
2028	$ 83,000	$ 368,563	$ 29,485	$ 42,574	$ 523,622
2029	$ 88,000	$ 363,375	$ 29,070	$ 43,426	$ 523,871
2030	$ 93,000	$ 357,875	$ 28,630	$ 44,294	$ 523,799
2031	$ 99,000	$ 352,063	$ 28,165	$ 45,180	$ 524,408
2032	$ 105,000	$ 345,875	$ 27,670	$ 46,084	$ 524,629
2033	$ 112,000	$ 339,313	$ 27,145	$ 47,006	$ 525,463
2034	$ 119,000	$ 332,313	$ 26,585	$ 47,946	$ 525,843
2035	$ 126,000	$ 324,875	$ 25,990	$ 48,905	$ 525,770
2036	$ 134,000	$ 317,000	$ 25,360	$ 49,883	$ 526,243
2037	$ 143,000	$ 308,625	$ 24,690	$ 50,880	$ 527,195
2038	$ 151,000	$ 299,688	$ 23,975	$ 51,898	$ 526,560
2039	$ 161,000	$ 290,250	$ 23,220	$ 52,936	$ 527,406
2040	$ 171,000	$ 280,188	$ 22,415	$ 53,995	$ 527,597
2041	$ 182,000	$ 269,500	$ 21,560	$ 55,075	$ 528,135
2042	$ 193,000	$ 258,125	$ 20,650	$ 56,176	$ 527,951
2043	$ 205,000	$ 246,063	$ 19,685	$ 57,300	$ 528,047
2044	$ 218,000	$ 233,250	$ 18,660	$ 58,446	$ 528,356
2045	$ 232,000	$ 219,625	$ 17,570	$ 59,614	$ 528,809
2046	$ 246,000	$ 205,125	$ 16,410	$ 60,807	$ 528,342
2047	$ 261,000	$ 189,750	$ 15,180	$ 62,023	$ 527,953
2048	$ 278,000	$ 173,438	$ 13,875	$ 63,263	$ 528,576
2049	$ 295,000	$ 156,063	$ 12,485	$ 64,529	$ 528,076
2050	$ 314,000	$ 137,625	$ 11,010	$ 65,819	$ 528,454
2051	$ 333,000	$ 118,000	$ 9,440	$ 67,136	$ 527,576
2052	$ 354,000	$ 97,188	$ 7,775	$ 68,478	$ 527,441
2053	$ 376,000	$ 75,063	$ 6,005	$ 69,848	$ 526,915
2054	$ 400,000	$ 51,563	$ 4,125	$ 71,245	$ 526,932
2055	$ 425,000	$ 26,563	$ 2,125	$ 72,670	$ 526,357
Total	**$ 5,975,000**	**$ 7,110,375**	**$ 568,830**	**$ 1,590,674**	**$ 15,244,879**

Footnotes:

[a] Annual Installments collected 1/31/2026 on the Improvement Area #3 Reimbursement Obligation shall be used for the 9/30/2026 debt service payment on the Improvement Area #3 Bonds.

[b] Interested is calculated at 6.25% for illustrative purposes and shall be updated upon PID Bond issuance.

[c] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

[d] Assumes the Reserve Fund is fully funded and available to reduce the Improvement Area #3 Annual Installments at maturity of the Improvement Area #3 Bonds.

STONEHAVEN PUBLIC IMPROVEMENT DISTRICT – BUYER DISCLOSURE

IMPROVEMENT AREA #3 - LOT TYPE 3

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 SEAGOVILLE, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

IMPROVEMENT AREA #3 LOT TYPE 3 PRINCIPAL ASSESSMENT: $26,438.05

As the purchaser of the real property described above, you are obligated to pay assessments to City of Seagoville, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within the ***Stonehaven Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Seagoville. The exact amount of each annual installment will be approved each year by the Seagoville City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City of Seagoville.

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 Dallas 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 Dallas 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 Dallas County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #3 LOT TYPE 3

Annual Installment Due 1/31	Principal	Interest[a]	Additional Interest	Annual Collection Costs	Annual Installment[b]
2027	$ 345.13	$ 1,652.38	$ 132.19	$ 58.58	$ 2,188.28
2028	$ 367.26	$ 1,630.81	$ 130.46	$ 188.38	$ 2,316.91
2029	$ 389.38	$ 1,607.85	$ 128.63	$ 192.15	$ 2,318.01
2030	$ 411.50	$ 1,583.52	$ 126.68	$ 195.99	$ 2,317.70
2031	$ 438.05	$ 1,557.80	$ 124.62	$ 199.91	$ 2,320.39
2032	$ 464.60	$ 1,530.42	$ 122.43	$ 203.91	$ 2,321.37
2033	$ 495.58	$ 1,501.38	$ 120.11	$ 207.99	$ 2,325.06
2034	$ 526.55	$ 1,470.41	$ 117.63	$ 212.15	$ 2,326.74
2035	$ 557.52	$ 1,437.50	$ 115.00	$ 216.39	$ 2,326.41
2036	$ 592.92	$ 1,402.65	$ 112.21	$ 220.72	$ 2,328.51
2037	$ 632.74	$ 1,365.60	$ 109.25	$ 225.13	$ 2,332.72
2038	$ 668.14	$ 1,326.05	$ 106.08	$ 229.64	$ 2,329.91
2039	$ 712.39	$ 1,284.29	$ 102.74	$ 234.23	$ 2,333.65
2040	$ 756.64	$ 1,239.77	$ 99.18	$ 238.91	$ 2,334.50
2041	$ 805.31	$ 1,192.48	$ 95.40	$ 243.69	$ 2,336.88
2042	$ 853.98	$ 1,142.15	$ 91.37	$ 248.57	$ 2,336.07
2043	$ 907.08	$ 1,088.77	$ 87.10	$ 253.54	$ 2,336.49
2044	$ 964.60	$ 1,032.08	$ 82.57	$ 258.61	$ 2,337.86
2045	$ 1,026.55	$ 971.79	$ 77.74	$ 263.78	$ 2,339.86
2046	$ 1,088.50	$ 907.63	$ 72.61	$ 269.06	$ 2,337.80
2047	$ 1,154.87	$ 839.60	$ 67.17	$ 274.44	$ 2,336.07
2048	$ 1,230.09	$ 767.42	$ 61.39	$ 279.93	$ 2,338.83
2049	$ 1,305.31	$ 690.54	$ 55.24	$ 285.52	$ 2,336.62
2050	$ 1,389.38	$ 608.96	$ 48.72	$ 291.24	$ 2,338.29
2051	$ 1,473.45	$ 522.12	$ 41.77	$ 297.06	$ 2,334.41
2052	$ 1,566.37	$ 430.03	$ 34.40	$ 303.00	$ 2,333.81
2053	$ 1,663.72	$ 332.13	$ 26.57	$ 309.06	$ 2,331.48
2054	$ 1,769.91	$ 228.15	$ 18.25	$ 315.24	$ 2,331.56
2055	$ 1,880.53	$ 117.53	$ 9.40	$ 321.55	$ 2,329.01
Total	**$ 26,438.05**	**$ 31,461.84**	**$ 2,516.95**	**$ 7,038.38**	**$ 67,455.22**

Footnotes:

[a] Interested is calculated at 6.25% for illustrative purposes and shall be updated upon PID Bond issuance.

[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.

TO: City Council

FROM: Gail French, Finance Director

DATE: September 14, 2026

ITEM: 19

DESCRIPTION: Discuss and consider an Ordinance adopting the budget for fiscal year beginning October 1, 2026 and ending September 30, 2027; providing that expenditures for said fiscal year shall be made in accordance with said budget; appropriating and setting aside the necessary funds out of the general and other revenues for said fiscal year for the maintenance and operation of the various departments and for various activities and improvements of the City.

INTRODUCTION

Discuss and consider an Ordinance adopting the budget for fiscal year beginning October 1, 2026, and ending September 30, 2027.

BACKGROUND

An annual budget for the fiscal year beginning October 1, 2026, and ending September 30, 2027, has been duly created by the financial office of the City of Seagoville, Texas, in accordance with Chapter 102.002 of the Local Government Code.

The City Manager has prepared and submitted to the City Council a proposed budget of expenditures and revenues for the city for the fiscal year beginning October 1, 2026, and ending September 30, 2027.

The financial office for the City of Seagoville has filed the proposed budget in the office of the City Secretary and the proposed budget was made available for public inspection in accordance with Chapter 102.005 of the Local Government Code.

RECOMMENDATION

Staff recommends approval.

FINANCIAL IMPACT

THIS BUDGET WILL RAISE MORE TOTAL PROPERTY TAXES THAN LAST YEAR'S BUDGET BY $1,718,112 OR 14.16%, AND OF THAT AMOUNT, $865,239 IS TAX REVENUE TO BE RAISED FROM NEW PROPERTY ADDED TO THE TAX ROLL THIS YEAR.

ATTACHMENTS

1. ORD - Adopt FY 2027 Budget

AN ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF SEAGOVILLE, TEXAS
ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING AND ADOPTING THE BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2026 AND ENDING SEPTEMBER 30, 2027; PROVIDING THAT EXPENDITURES FOR SAID FISCAL YEAR SHALL BE MADE IN ACCORDANCE WITH SAID BUDGET; APPROPRIATING AND SETTING ASIDE THE NECESSARY FUNDS OUT OF THE GENERAL AND OTHER REVENUES FOR SAID FISCAL YEAR FOR THE MAINTENANCE AND OPERATION OF THE VARIOUS DEPARTMENTS AND FOR VARIOUS ACTIVITIES AND IMPROVEMENTS OF THE CITY; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Manager has prepared and submitted to the City Council a proposed budget of expenditures and revenues of the City for the fiscal year beginning October 1, 2026 and ending September 30, 2027; and

WHEREAS, the proposed budget has been filed with the City Secretary as required by law; and

WHEREAS, notice of a public hearing regarding the proposed budget has been duly and legally posted or published as required by law; and

WHEREAS, said public hearing was held on September 10, 2026; and

WHEREAS, after full and final consideration, it is the opinion of the Seagoville City Council that the 2026-2027 fiscal year budget as hereinafter set forth will be sufficient to provide the needed services to the City's residents and should be adopted.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS:

SECTION 1. That the proposed budget of the revenue and expenditures necessary for conducting the affairs of the City of Seagoville, Texas, for the fiscal year beginning October 1, 2026 and ending September 30, 2027, in the amount of $40,906,964 providing a complete financial plan for the 2027 fiscal year as submitted to the City Council by the City Manager, a copy of which is on file in the City Secretary's Office and incorporated herein by reference, be and the same is hereby adopted and approved as the budget of the City of Seagoville, Texas for the fiscal year beginning October 1, 2026 and ending September 30, 2027.

SECTION 2. That the sum of $40,906,964 is hereby appropriated for the

payment of the expenditures established in the approved budget for the fiscal year beginning October 1, 2026, and ending September 30, 2027.

SECTION 3. That the expenditures during the fiscal year beginning October 1, 2026, and ending September 30, 2027, shall be made in accordance with the budget approved by this ordinance unless otherwise authorized by a duly enacted ordinance of the City of Seagoville, Texas.

SECTION 4. That specific authority is given to the City Manager to take and/or make the following actions:

1. Transfer of appropriations budgeted from one account classification to another account classification within the same department,

2. Transfer of appropriations from designated appropriation from one department or activity to another department or activity within the same fund, and

3. Invest idle funds, whether operating funds or bond funds, in accordance with the City's Investment Policy as prescribed by the Public Funds Investment Act.

SECTION 5. All ordinances of the City of Seagoville, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed; provided, however, that all other provisions of said ordinances not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 6. Should any word, sentence, paragraph, subdivision, clause, phrase or section of this ordinance, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance which shall remain in full force and effect.

SECTION 8. This Ordinance shall take effect October 1, 2026.

UPON CALLING FOR A VOTE FOR APPROVAL OF THIS ORDINANCE, THE MEMBERS OF THE CITY COUNCIL VOTED AS FOLLOWS:

	Aye	Nay
Dennis K. Childress, Mayor (only in event of tie)		
Rick Howard, Councilmember-Place 1		
Jose Hernandez, Councilmember – Place 2		
Harold Magill, Councilmember – Place 3		
Allen Grimes, Councilmember –Place 4		
Jon Epps, Councilmember – Place 5		

WITH ___ VOTING "AYE" AND ___ VOTING "NAY", THIS ORDINANCE IS DULY PASSED BY THE CITY COUNCIL OF THE CITY OF SEAOGVILLE, TEXAS, ON THE 14TH DAY OF SEPTEMBER 2026.

APPROVED:

_____
Dennis K. Childress, Mayor

ATTEST:

_____
Sara Egan, City Secretary

APPROVED AS TO FORM:

_____
Victoria W. Thomas, City Attorney
4908-6744-0845, v. 1

TO: City Council

FROM: Gail French, Finance Director

DATE: September 14, 2026

ITEM: 20

DESCRIPTION: Discuss and consider a Resolution adopting the Master Fee Schedule.

INTRODUCTION

The purpose of this item is to discuss and consider approving a Resolution of the City Council of the City of Seagoville, adopting the Master Fee Schedule.

BACKGROUND

The City has previously adopted a Master Fee Schedule setting the fees charged for all services, permits, and related matters. It has been necessary that the Master Fee Schedule be amended from time to time by resolution of the City Council.

The City Council, upon the recommendation of City Staff, finds that the Master Fee Schedule should be updated and amended as set forth in Exhibit “A” attached hereto effective October 1, 2026.

RECOMMENDATION

Staff recommends approval.

ATTACHMENTS

1. RES - Master Fee Schedule
2. FY 2027 Master Fee Schedule

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, ADOPTING THE MASTER FEE SCHEDULE, ATTACHED HERETO AS EXHIBIT "A"; PROVIDING A SAVINGS CLAUSE, PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has previously adopted a Master Fee Schedule setting the fees to be charged for all services, permits, and related matters; and

WHEREAS, it has been necessary that the Master Fee Schedule be amended from time to time by resolution of the City Council; and

WHEREAS, the City Council, upon the recommendation of City Staff, finds that the Master Fee Schedule should be updated and amended as set forth in Exhibit "A" attached hereto effective October 1, 2026;

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

SECTION 1. That a Master Fee Schedule, attached hereto as Exhibit "A", is hereby approved by the City Council of the City of Seagoville, Texas, to be effective October 1, 2026.

SECTION 2. In the event there is a conflict between the fees listed in the attached Exhibit "A", and any previous fees adopted by ordinance or resolution, the fees set forth in this Resolution shall supersede any previous fees adopted by ordinance or resolution.

SECTION 3. That all provisions of the Resolutions of the City of Seagoville, Texas, in conflict with the provisions of this Resolution be, and the same are hereby, repealed, and all other provisions of the Resolutions of the City not in conflict with the provisions of this Resolution shall remain in full force and effect.

SECTION 4. This Resolution and the fees established herein shall take effect on the 1st day of October 2026, and it is accordingly so resolved.

DULY PASSED by the City Council of the City of Seagoville, Texas, on the 14th day of September 2026.

APPROVED:

_____
DENNIS K. CHILDRESS, MAYOR

ATTEST:

_____
SARA EGAN, CITY SECRETARY

APPROVED AS TO FORM:

_____
VICTORIA W. THOMAS, CITY ATTORNEY

EXHIBIT A
[Master Fee Schedule Effective October 1, 2026]

CITY OF SEAGOVILLE MASTER FEE SCHEDULE - FY 2026-2027
GENERAL GOVERNMENT

DEPARTMENT	BASICS/COMMENTS	FEE EFFECTIVE 10/1/26	PROPOSED FEE INCREASE / DECREASE	FEE EFFECTIVE 10/1/26
GENERAL GOVERNMENT ADMINISTRATION / ALL DEPARTMENTS				
PUBLIC INFORMATION CHARGES				
Copies, standard size	Per page	$ 0.10		$ 0.10
Copies, non-standard size	Per page	$ 0.50		$ 0.50
Disc (CD-RW or CD-R)	Each	$ 1.00		$ 1.00
Digital video disc (DVD)	Each	$ 3.00		$ 3.00
VHS video cassette	Each	$ 2.50		$ 2.50
Audio cassette	Each	$ 1.00		$ 1.00
Other electronic media	Each	Actual cost		Actual cost
Labor for locating, compiling, reproducing	Per hour	$ 15.00		$ 15.00
Labor for programming	Per hour	$ 28.50		$ 28.50
Computer Mainframe (CPU)	Per minute	$ 10.00		$ 10.00
Computer Midsize (CPU)	Per minute	$ 1.50		$ 1.50
Client/Server System	Per hour	$ 2.20		$ 2.20
PC or LAN	Per hour	$ 1.00		$ 1.00
Copy of Body Worn Camera	Per recording	$ 10.00		$ 10.00
Copy of Body Worn Camera	Per minute	$ 1.00		$ 1.00
Overhead charge	Based on labor	20%		20%
Miscellaneous supplies		Actual cost		Actual cost
Outsourced/Contracted Services		Actual cost		Actual cost
Postage and shipping		Actual cost		Actual cost
Certification of true copies		$ 2.50		$ 2.50
Attestation under Seal of Seagoville		$ 2.50		$ 2.50
DOCUMENTS				
Charter		$ -		$ -
Code of Ordinances	Available from Franklin Legal Publishing	$ -		$ -
FINANCE CHARGES				
Returned Check		$ 30.00		$ 30.00
Lien Administrative Fee		$ 100.00		$ 100.00
Lien Per Annum		10%		10%

CITY OF SEAGOVILLE MASTER FEE SCHEDULE - FY 2026-2027
PUBLIC LIBRARY

DEPARTMENT	BASICS/COMMENTS	FEE EFFECTIVE 10/1/25	PROPOSED FEE INCREASE / DECREASE	FEE EFFECTIVE 10/1/26
PUBLIC LIBRARY				
LIBRARY CARDS				
Replacement card	Per card	$ 3.00		$ 3.00
Non-Resident Annual Fee Effective 03/29/2022	Annually	$ 20.00		$ 20.00
LATE CHARGES				
Books	Per item per day	$ 0.10		$ 0.10
DVDs and Videos	Per day	$ 1.00		$ 1.00
WiFi HotSpot	Per day	$ 1.00		$ 1.00
MISCELLANOUS CHARGES				
Faxing	Per page	$ 0.50		$ 0.50
Interlibrary loans	Per fulfilled request	$ 1.00		$ 1.00
Laminating	Per linear foot	$ 0.50		$ 0.50
Standard copies	Per page	$ 0.20		$ 0.20
Computer generated printing - B/W	Per page	$ 0.20		$ 0.20
Lost or damaged item processing fee	Per item	$ 5.00		$ 5.00
Material replacement	Per item	Actual Replacement Cost		Actual Replacement Cost
Replace lost - damaged WiFi device	Per item	$80.00		$80.00
Lost - damaged WiFi device processing fee	Per item	$20.00		$20.00
Repair of damaged library materials	Per item	Actual Cost		Actual Cost
Replace lost or damaged DVD case	Per item	$ 3.00		$ 3.00
Replace lost or damaged Video case	Per item	$ 3.00		$ 3.00
Replace lost or damaged audio book case	Per item	$ 5.00		$ 5.00

CITY OF SEAGOVILLE MASTER FEE SCHEDULE - FY 2026-2027
PARKS AND RECREATION

DEPARTMENT	BASICS/COMMENTS	FEE EFFECTIVE 10/1/25	PROPOSED FEE INCREASE / DECREASE	FEE EFFECTIVE 10/1/26
PARKS AND RECREATION				
RENTAL FEES				
Basketball court reservation	Minimum 1 Hour $15.00 per Hour	$ 20.00		$ 20.00
Field reservations with lights	Minimum 1 Hour $15.00 per Hour	$ 50.00	$ (10.00)	$ 40.00
Field reservations, no lights, per field	Minimum 1 Hour $10.00 per Hour	$ 25.00	$ (5.00)	$ 20.00
Special Event Fee Based	Special License and Use Agreement	20% Total Revenues		20% Total Revenues
Special Event Non Fee Based	Special License and Use Agreement	$ 500.00		$ 500.00
Police Security	Special License and Use Agreement	Invoiced @ Cost		Invoiced @ Cost
Public Works and Barricades	Special License and Use Agreement	Invoiced @ Cost		Invoiced @ Cost
Pavilion - CO Bruce Central Park	Minimum 1 Hour $10.00 per Hour	$ 15.00		$ 15.00
ALL SPORTS LEAGUES ADULT AND YOUTH	SPECIAL LICENSE AND USE AGREEMENT			
League participant user fee	Per resident	$ 10.00		$ 10.00
League participant user fee	Per non-resident	$ 20.00		$ 20.00

CITY OF SEAGOVILLE MASTER FEE SCHEDULE - FY 2026-2027
POLICE DEPARTMENT

DEPARTMENT	BASICS/COMMENTS	FEE EFFECTIVE 10/1/25	PROPOSED FEE INCREASE / DECREASE	FEE EFFECTIVE 10/1/26
POLICE DEPARTMENT				
Offense reports/calls for service	Per page	$ 0.10		$ 0.10
Electronic media	Each	**Actual cost**		**Actual cost**
Certified reports	Per report	$ 1.00		$ 1.00
Accident reports	Per report	$ 6.00		$ 6.00
Finger printing	Per person	$ 10.00		$ 10.00
Alarm permits - Residential	Per year	$ 20.00		$ 20.00
Alarm permits - Business/Commercial	Per year	$ 30.00		$ 30.00
After the 5th false alarm per year	Per incident	$ 20.00		$ 20.00
Solicitation permits	Per person	$ 35.00		$ 35.00
Massage establishment license	Per establishment/annually	$ 75.00		$ 75.00
Sexually oriented business license	Per business/annually	$ 750.00		$ 750.00
Sexually oriented business application	Per application	$ 100.00		$ 100.00
Clearance letters, notarized in house check only	Per letter	$ 5.00		$ 5.00
Research fee - Open Records Request	Per hour	$ 15.00		$ 15.00

CITY OF SEAGOVILLE MASTER FEE SCHEDULE - FY 2026-2027
ANIMAL CONTROL / SHELTER

DEPARTMENT	BASICS/COMMENTS	FEE EFFECTIVE 10/1/25	PROPOSED FEE INCREASE / DECREASE	FEE EFFECTIVE 10/1/26
ANIMAL CONTROL / SHELTER				
REGISTRATION				
Micro Chip		$ 25.00		$ 25.00
INTACT ANIMAL PERMIT				
Fee		$ 250.00		$ 250.00
Microchip Registration due to change of owner	Per animal	$ 25.00		$ 25.00
OWNER PICK UP FROM SHELTER (Domestic animal running at large)				
1st offense	Per animal	$ 25.00		$ 25.00
2nd offense	Per animal	$ 50.00		$ 50.00
3rd offense	Per animal	$ 75.00		$ 75.00
SHELTER HOUSING				
Day 1	per animal	$ 10.00		$ 10.00
Day 2	per animal	$ 10.00		$ 10.00
Day 3	per animal	$ 10.00		$ 10.00
TRAP RENTAL				
Large animal trap	per business week basis	$ 50.00		$ 50.00
Small animal trap	per business week basis	$ 25.00		$ 25.00

CITY OF SEAGOVILLE MASTER FEE SCHEDULE - FY 2026-2027
PLANNING & ZONING

DEPARTMENT	BASICS/COMMENTS	FEE EFFECTIVE 10/1/25	PROPOSED FEE INCREASE / DECREASE	FEE EFFECTIVE 10/1/26
PLANNING & ZONING				
PID Fee	$2,500 per lot	$ 2,500.00		$ 2,500.00
City Administrative Fee	$5,000 per improvement area	$ 5,000.00		$ 5,000.00
ZONING CHANGE				
1-2 Acres	Each request	$ 250.00		$ 250.00
2.1-5 Acres	Each request	$ 500.00		$ 500.00
5.1-15 Acres	Each request	$ 750.00		$ 750.00
15.1 or more	per acre or max. $1500.00	$60.00 Per Acre		$60.00 Per Acre
SPECIAL USE PERMIT				
Fee	Each Request (Maximum $1,500.00)	$250.00 + $50.00/Per Acre		$250.00 + $50.00/Per Acre
PLANNED DEVELOPMENT				
Fee (Initial PD)	(Maximum $1,500.00)	$250.00 + $75.00/Per Acre		$250.00 + $75.00/Per Acre
PD Amendment				
Text Only	Each Request maximum $1,500.00	$100.00 + $25.00 Per Acre		$100.00 + $25.00 Per Acre
Concept Plan Only	Each Request maximum $1,500.00	$100.00 + $25.00 Per Acre		$100.00 + $25.00 Per Acre
Text & Concept Plan	Each Request (Maximum $1,500.00	$100.00 + $25.00 Per Acre		$100.00 + $25.00 Per Acre
PLATS (includes 2 DRC Reviews)				
Amending Plat	3 Lots or less	$ 100.00		$ 100.00
Combination Construction/Final Plat	3 Lots or less	$ 300.00		$ 300.00
Combination Construction/Final Plat for Subdivisions	4 Lots or more	$650.00 +$10.00/Per Acre or $3.00/Per Lot/Unit (Whichever is greater)		$650.00 +$10.00/Per Acre or $3.00/Per Lot/Unit (Whichever is greater)
Construction Plat		$500.00 + $10.00/Per Acre or $3.00/Per Lot/Unit (Whichever is greater)		$500.00 + $10.00/Per Acre or $3.00/Per Lot/Unit (Whichever is greater)
Development Plat	3 Lots or Less	$ 100.00		$ 100.00
Final Plat (for Subdivision)	4 Lots or more	$300.00 + $10.00/Per Acre or $2.00/per Lot/Unit (Whichever is greater)		$300.00 + $10.00/Per Acre or $2.00/per Lot/Unit (Whichever is greater)
Minor Plat	3 Lots or less	$ 100.00		$ 100.00
Vacating Plan		$ 100.00		$ 100.00
Replat		$300.00 + $10.00/per Acre or $2.00/per Lot/Unit (Whichever is greater)		$300.00 + $10.00/per Acre or $2.00/per Lot/Unit (Whichever is greater)

CITY OF SEAGOVILLE MASTER FEE SCHEDULE - FY 2026-2027
PLANNING & ZONING

DEPARTMENT	BASICS/COMMENTS	FEE EFFECTIVE 10/1/25	PROPOSED FEE INCREASE / DECREASE	FEE EFFECTIVE 10/1/26
Additional Plan Review Fees				
(After 2 Initial DRC Reviews)	Development Review Committee (DRC) or individual committee members (Does not include Building Plan Review)	Actual Cost to Review		Actual Cost to Review
Concept Plan	P & Z Commission Approval	$ 75.00		$ 75.00
Site Plan & Revised Site Plan	P & Z Commission Approval	$ 75.00		$ 75.00
Elevation/Façade Plan	(Only if requesting a waiver, P & Z Commission approval required)	$ 75.00		$ 75.00
Landscape Plan	P & Z Commission Approval	$ 75.00		$ 75.00
Zoning Verification Letter	City's form letter will be provided	$ 25.00		$ 25.00
Board of Adjustment Variance Request		$ 100.00		$ 100.00
Sign Variance		$ 100.00		$ 100.00
Application withdrawal refund (any type)	Within 24 hours of submittal	$ 75.00		$ 75.00
Plus the Dallas/Kaufman County Clerks Filing Fees	for Filing Plats.			

CITY OF SEAGOVILLE MASTER FEE SCHEDULE - FY 2026-2027
FIRE DEPARTMENT

DEPARTMENT	BASICS/COMMENTS	FEE EFFECTIVE 10/1/25	PROPOSED FEE INCREASE / DECREASE	FEE EFFECTIVE 10/1/26
FIRE DEPARTMENT				
INSPECTIONS				
Certificate of Occupancy	Annual, semi-annual, etc.	No Charge		No Charge
1st Re-inspection		No Charge		No Charge
2nd Re-inspection		$ 45.00		$ 45.00
3rd Re-inspection		$ 60.00		$ 60.00
Subsequent Re-inspections		$ 100.00		$ 100.00
Inspections following Mandatory Closure		$ 150.00		$ 150.00
After hours inspections	Per hour (After 5:00 p.m. or weekends with 2 hr. minimum)	$ 50.00		$ 50.00
Mobile Food Vendor Fire Inspection	Effective 12/18/2023	$ 50.00		$ 50.00
PERMITS				
Portable gas/propane tank permit	1 weekend	$ 15.00		$ 15.00
Portable gas/propane tank permit	1 month	$ 60.00		$ 60.00
Portable gas/propane tank permit	6 months	$ 250.00		$ 250.00
Portable gas/propane tank permit	1 year	$ 500.00		$ 500.00
Fire /EMS Reports	Each	$ 4.00		$ 4.00
Private Non-Emergency Ambulance Service	Annual	$ 1,500.00		$ 1,500.00
Type 1 Hood/Fixed System Plan Review		40% of permit fee		40% of permit fee
Type 1 Hood Permit/Test		Table1A		Table1A
Fire Suppression / Fire Alarm Plan Review Residential		$ 50.00		$ 50.00
Fire Sprinkler Plan Review Residential		$ 50.00		$ 50.00
Fire Suppression / Fire Alarm Plan Review Commercial/Multifamily		40% of permit fee		40% of permit fee
Fire Sprinkler Plan Review Commercial/Multifamily		40% of permit fee		40% of permit fee
Fire Suppression / Fire Alarm Permit/Test		Table1A		Table1A
Fire Sprinkler Permit/Test		Table1A		Table1A
Fuel Storage Tanks Above/Below Ground Permits		Table1A		Table1A
Underground Fuel Storage Tanks Removal Permit		Table1A		Table1A
Fireworks Display	Must be by State Certified Pyrotechnic Company Present	$ 300.00		$ 300.00
Fireworks Storage/Transportation	Annual	$ 125.00		$ 125.00
Fireworks Sales Booth		$ 250.00		$ 250.00
Boarding Home Inspection Permit	Yearly	$ 25.00		$ 25.00
Foster Home Inspection Permit	Yearly	$ 25.00		$ 25.00
Trench Burning	30 day permit/State permit required for each site	$ 100.00		$ 100.00
Sprinkler Systems out of Service/Hazmat (Stand By) longer than 1 1/2 hours	Minimum 4 hours at $50.00 Per hour	$ 50.00		$ 50.00

CITY OF SEAGOVILLE MASTER FEE SCHEDULE - FY 2026-2027
BUILDING INSPECTION/CODE ENFORCEMENT/HEALTH

DEPARTMENT	BASICS/COMMENTS	FEE EFFECTIVE 10/1/25	PROPOSED FEE INCREASE / DECREASE	FEE EFFECTIVE 10/1/26
BUILDING INSPECTION/CODE ENFORCEMENT/HEALTH				
BUILDING PERMITS				
Residential Building Permits	Based on square footage	$0.75 per sq ft		$0.75 per sq ft
Commercial Building Permits		Table 1A		Table 1A
Construction began prior to permit or no permit obtained	Permit Fee based on Construction Type	Double		Double
Certificate of Occupancy Residential		$ 25.00		$ 25.00
Certificate of Occupancy Commercial	up to 5,000 square feet	$ 50.00		$ 50.00
Certificate of Occupancy Commercial	5,001 square feet to 10,000 square feet	$ 100.00		$ 100.00
Certificate of Occupancy Commercial	10,001 square feet and over	$ 200.00		$ 200.00
Demolition		$ 100.00		$ 100.00
Foundation Repair		$ 75.00		$ 75.00
Fence Residential		$ 35.00		$ 35.00
Fence Commercial		$ 50.00		$ 50.00
Retaining Wall		$ 75.00		$ 75.00
Sprinkler Irrigation System		$ 75.00		$ 75.00
Carports Residential	Based on square footage	$0.75 per sq ft		$0.75 per sq ft
Deck, Patio Covers, Pergola-Residential Only	Based on square footage	$0.75 per sq ft		$0.75 per sq ft
Storage Buildings under 120 square feet	Requires permit but no fee charged	$ -		$ -
Storage Buildings over 120 square feet	Based on square footage	$0.75 per sq ft		$0.75 per sq ft
Aboveground Pool/Spa		$ 100.00		$ 100.00
In-Ground Pool/Spa		$ 100.00		$ 100.00
House/Building Moving	Passing through part of city or moving from outside city to inside or moving from inside city to outside city	$ 100.00		$ 100.00
House/Building Moving	Leaving building on public property during move	$ 50.00		$ 50.00
House/Building Moving	Inspection of building prior to moving into city	$100.00 + mileage		$100.00 + mileage
Screening Wall		$ 75.00		$ 75.00
Roofing(Residential Only)		$ 75.00		$ 75.00
Roofing Commercial		Table 1A		Table 1A
Industrialized Home Permits	Based on square footage	$0.75 per sq ft		$0.75 per sq ft
Administrative Fee		$ 25.00		$ 25.00
LICENSES - Effective 03/29/2022				
Multi-family License Application and Renewal Fee - Annual Fee				
Complex of 1 to 150 units		$ 100.00		$ 100.00
Complex of 151 to 350 units		$ 200.00		$ 200.00
Complex of 351 units and over		$ 300.00		$ 300.00
Effective 06/27/2022				
Short-Term Rental Annual License Fee		$ 150.00		$ 150.00
Short-Term Rental License Reissue/Replacement Fee		$ 25.00		$ 25.00
Appeal of Admin Decision under Short-Term Rental Licensing Ordinance		$ 250.00		$ 250.00

INSPECTIONS - Effective 03/29/2022				
Per Unit or Common Area:				
Multi-family License inspectior		No Fee		No Fee
Multi-family License inspection 1st re-inspectior		$ 175.00		$ 175.00
Multi-family License 2nd re-inspection		$ 225.00		$ 225.00
Effective 06/27/2022				
Short-Term Rental Dwelling Unit Inspectior		No Fee		No Fee
Short-Term Rental Dwelling Unit ReInspectior		$ 175.00		$ 175.00
CONCRETE AND EXCAVATING				
Flatwork (sidewalk, approaches, driveways, patios without cover, etc.)	Residential	$ 75.00		$ 75.00
Flatwork (sidewalk, approaches, driveways, patios without cover, etc.)	Commercial	Table 1A		Table 1A
Grading/Filling & Excavating		$ 100.00		$ 100.00
Right-of-Way Excavating		$ 100.00		$ 100.00
Miscellaneous concrete permits (Residential)		$ 75.00		$ 75.00
Miscellaneous concrete permits (Commercial)		Table 1A		Table 1A
Temporary Asphalt/Concrete Batch Plant		$ 100.00		$ 100.00

MASS GATHERING EVENT PERMIT	**FEE EFFECTIVE 1/31/24**	**$250 Per Application**

CITY OF SEAGOVILLE MASTER FEE SCHEDULE - FY 2026-2027
BUILDING INSPECTION/CODE ENFORCEMENT/HEALTH

DEPARTMENT	BASICS/COMMENTS	FEE EFFECTIVE 10/1/25	PROPOSED FEE INCREASE / DECREASE	FEE EFFECTIVE 10/1/26
BUILDING INSPECTION/CODE ENFORCEMENT/HEALTH				
CONTRACTOR REGISTRATIONS				
General	Annually	$ 60.00		$ 60.00
Electrical	State law prohibits a registration fee	$ -		$ -
Mechanical	State law prohibits a registration fee	$ -		$ -
Plumbing / Med Gas / Fire Sprinkler and Fire Alarm	State law prohibits a registration fee	$ -		$ -
Irrigator	Annually	$ 60.00		$ 60.00
Backflow Tester	Annually	$ 45.00		$ 45.00
All Other Trades	Annually	$ 60.00		$ 60.00
MISCELLANEOUS FEES				
Electrical T-Pole		$ 75.00		$ 75.00
Miscellaneous Electrical Permits-Commercial Only		Table 1A		Table 1A
Miscellaneous Plumbing Permits-Commercial Only		Table 1A		Table 1A
Miscellaneous Mechanical Permits-Commercial Only		Table 1A		Table 1A
Residential Electrical Permit		$ 75.00		$ 75.00
Residential Plumbing Permit		$ 75.00		$ 75.00
Residential Mechanical Permit		$ 75.00		$ 75.00
Non-Office Hours Inspections	2 hour minimum (office hours M-Th 7:30 am - 5:30 pm	$50.00 per hour		$50.00 per hour
Red Tag Re-inspection	after 1st inspection	$ 50.00		$ 50.00
Additional Plan Review Residential	after 2nd review	$ 50.00		$ 50.00
Additional Plan ReviewCommercial/Multifamily	after 2nd review ($200 per review)	$ 200.00		$ 200.00
Plan Review NEW Single Family Dwelling		$ 50.00		$ 50.00
Plan Review ANY Commercial/Multifamily		40% of permit fee		40% of permit fee
Cell Tower		Table 1A		Table 1A
Residential Solar Energy Systems		$ 75.00		$ 75.00
Wind Turbines		$ 75.00		$ 75.00
Tents & Canopies over 200 square feet		$ 50.00		$ 50.00
Building and Standards Board Appeal		$ 100.00		$ 100.00
Amusement Center License (per device)		$ 100.00		$ 100.00
Garage (Occasional) Sale	Limit 2 times per year (365 days) per address	$ 3.00		$ 3.00
Construction Office		$ 35.00		$ 35.00
Real Estate Sales Office		$ 75.00		$ 75.00
Portable Church/School Building		$ 75.00		$ 75.00
Cargo Container for Construction Use		$ 25.00		$ 25.00
Other Temporary Use as determined by City Manager or designee		$ 75.00		$ 75.00
SIGNS				
Signs	Up to 100 square feet	$ 25.00		$ 25.00
Signs	101 square feet - 300 square feet	$ 50.00		$ 50.00
Signs	301 square feet or larger	$ 100.00		$ 100.00
Portable Signs		$ 25.00		$ 25.00
Removal & Storage of Temporary or Portable Signs		$25.00 + $5.00 per day storage		$25.00 + $5.00 per day storage

CITY OF SEAGOVILLE MASTER FEE SCHEDULE - FY 2026-2027
BUILDING INSPECTION/CODE ENFORCEMENT/HEALTH

DEPARTMENT	BASICS/COMMENTS	FEE EFFECTIVE 10/1/25	PROPOSED FEE INCREASE / DECREASE	FEE EFFECTIVE 10/1/26
BUILDING INSPECTION/CODE ENFORCEMENT/HEALTH				
HEALTH				
Swimming Pool or Spa Inspection/Permit		$ 200.00		$ 200.00
Additional Pool or Spa Inspection/Permit for same organizatior		$ 100.00		$ 100.00
Re-inspection Fee for Swimming Pool or Spa Inspection/Permi		$ 50.00		$ 50.00
Nursing Home Dietary Department	Annually	$ 275.00		$ 275.00
Day Care Center/School (Permit/Inspection)	Annually	$ 275.00		$ 275.00
Convenience Store, packaged groceries only	Annually	$ 275.00		$ 275.00
Convenience Store, deli	Annually	$ 200.00		$ 200.00
Grocery Store	Annually	$ 350.00		$ 350.00
Grocery Store with meat market	Annually	$ 275.00		$ 275.00
Grocery Store with deli	Annually	$ 200.00		$ 200.00
Temporary Food Service, three day maximum	For Profit Organization	$ 100.00		$ 100.00
Temporary Food Service, three day maximum	Non-Profit Organization	$ 25.00		$ 25.00
Restaurant	Annually	$ 275.00		$ 275.00
Flea Market Food Vendor	Annually	$ 225.00		$ 225.00
Mobile Food Vendor	Annually	$ 125.00		$ 125.00
Entertainment Center with Concession	Annually (Theater, roller rink, etc.)	$ 200.00		$ 200.00
Bed and Breakfast	Annually	$ 150.00		$ 150.00
Bed and Breakfast with food service	Annually	$ 250.00		$ 250.00
Administrative fee for all establishments	Does Not Apply to Temporary Food Vendors	$ 50.00		$ 50.00
Plan review for a fixed facility for all new permitted establishment		$ 100.00		$ 100.00
Off-Premise Beer/Wine Sales	2 years	$ 60.00		$ 60.00
Seasonal Permit	Non-profit Organization	$ -		$ -
Seasonal Permit	Profit Organization	$ 125.00		$ 125.00

* Our current contract provides for food establishments to be inspected twice a year with third and any subsequent inspections invoiced at cost by the City.

TABLE NO. 1A BUILDING PERMITS FEES FOR COMMERICAL

FEE EFFECTIVE 10/1/26

TOTAL VALUATION	FEE
$75.00	Minimum
$2,000.00 to $25,000.00	$75.00 for the first $2,000.00 plus $14.00 for each additional $1,000.00, or fraction thereof, to and including $25,000.00
$25,001.00 to $50,000.00	$391.25 for the first $25,001.00 plus $10.10 for each additional $1,000.00, or fraction thereof, to and including $50,000.00
$50,001.00 to $100,000.00	$643.75 for the first $50,001.00 plus $7.00 for each additional $1,000.00, or fraction thereof, to and including $100,000.00
$100,001.00 to $500,000.00	$993.75 for the first $100,001.00 plus $5.60 for each additional $1,000.00, or fraction thereof, to and including $500,000.00
$500,001.00 to $100,000,000.00	$3,233.75 for the first $500,001.00 plus $4.75 for each additiona $1,000.00, or fraction therof, to include $100,000,000.00
$1,000,001.00 and up	$5,608.75 for the first $1,000,001.00 plus $3.15 for each additiona $1,000.00, of fraction thereof

Other Inspecitons and Fees:

1. Inspection outside of normal business hours…… $50.00 per hour
2. Reinspection fees…… $50.00
3. Additional plan review…… See Miscellaneous Fees
4. For use of outside consultants for plan review and inspection, or both…… Actual costs

CITY OF SEAGOVILLE MASTER FEE SCHEDULE - FY 2026-2027
PUBLIC WORKS

DEPARTMENT	BASICS/COMMENTS	FEE EFFECTIVE 10/1/25	PROPOSED FEE INCREASE / DECREASE	FEE EFFECTIVE 10/1/26
PUBLIC WORKS				
WATER				
Standard 1" service tap	Short Side Each	$ 1,650.00		$ 1,650.00
Standard 1 1/2" service tap	Short Side Each	$ 1,850.00		$ 1,850.00
Standard 2" service tap	Short Side Each	$ 2,200.00		$ 2,200.00
Over 2"	installed by contractor	$ -		$ -
Additional parts/services	road bore, road replacement, pipe, etc.	Actual Cost		Actual Cost
5/8" X 3/4" radio read water meter	including meter tail, gaskets, installation *CC approved 5/18/15*	$ 450.00		$ 450.00
1" radio read water meter	including meter tail, gaskets, installation	$ 600.00		$ 600.00
1 1/2" radio read water meter	including meter tail, gaskets, installation	$ 950.00		$ 950.00
2" radio read water meter	including meter tail, gaskets, installation	$ 1,200.00		$ 1,200.00
Over 2"	Meter supplied by contractor (City specifications)	$ -		$ -
Turning on water service	regular hours	$ 25.00		$ 25.00
Turning on water service	after hours and weekends	$ 50.00		$ 50.00
Reconnection for failure to pay	regular hours	$ 50.00		$ 50.00
Reconnection for failure to pay	after hours and weekends	$ 100.00		$ 100.00
Reread of meter	requested by customer	$ 15.00		$ 15.00
Meter calibration check	requested by customer	$ 175.00	$ -	$ 175.00
Meter tampering		$ 250.00		$ 250.00
Meter reset	due to tampering	$ 50.00		$ 50.00
Lock replacement	due to tampering	$ 40.00		$ 40.00
Damaged curb stop	due to tampering	$ 200.00		$ 200.00
Meter box	Due to tampering	$ 75.00		$ 75.00
Meter Radio	Due to tampering	$ 165.00		$ 165.00
Meter and Radio	Due to tampering	$ 350.00		$ 350.00
FIRE HYDRANT DEPOSIT				
City Issued meter		$ 2,400.00		$ 2,400.00
Customer Meter		$ 500.00		$ 500.00
Monthly Rental Fee		$ 100.00		$ 100.00
SEWER				
Standard 4" service tap	Each	$ 1,400.00		$ 1,400.00
Standard 6" service tap	Each	$ 1,650.00		$ 1,650.00
Standard 8" service tap	Each	$ 1,950.00		$ 1,950.00
Over 8"	Service conducted by contractor (City specifications)	$ -		$ -
Additional parts/services	including road bore, road replacement, pipe, depth, etc	Actual Cost		Actual Cost
STORMWATER UTILITY SYSTEM FEE				
Stormwater utility fee	**1-3 ELU's**	$ 4.60		$ 4.60
Stormwater utility fee	**4-900 ELU's**	**$ 1.19**	**$ 0.59**	**$ 1.78**
SUBMITTAL FEE				
Backflow test submittal	Each	$ 25.00		$ 25.00
FOG Submittal	Each	$ 25.00		$ 25.00
CSI report submittal	Each	$ 25.00		$ 25.00

CITY OF SEAGOVILLE MASTER FEE SCHEDULE - FY 2026-2027
PUBLIC WORKS

DEPARTMENT	BASICS/COMMENTS	FEE EFFECTIVE 10/1/25	PROPOSED FEE INCREASE / DECREASE	FEE EFFECTIVE 10/1/26
CULVERTS				
Installation including base material		Actual Cost		Actual Cost
INSPECTION FEES				
Fees Due at Pre-Construction Meeting:				
***Inspection Fees on Public Improvements for the project**		**Unit Rate**		Extended Value
Length of Public Water Main Installation (LF)=		**$3.94/LF**		
Length of Public Sanitary Sewer Installation (LF)=		**$5.81/LF**		
Area of Public Pavement, excepting fire lanes (SY)=		**$2.19/SY**		
Length of Public Storm Sewer Pipe Installation (LF)=		**$6.15/LF**		
Inspection Fee (Total Sum of the above elements)=				
* Basis of fee must be supported by engineer certification of summary of quantity for each element of public improvement category (water, sewer, storm				

TO: City Council

FROM: Gail French, Finance Director

DATE: September 14, 2026

ITEM: 21

DESCRIPTION: Discuss and consider an Ordinance amending Chapter 19 “Utilities”, Article 19.03 “Water and Sewers”, Division 2 “Rates and Charges” by amending Section 19.03.061 “Water Rates” and Section 19.03.062 “Sewer Rates” for fiscal year beginning October 1, 2026.

INTRODUCTION
The purpose of this item is to discuss and consider an Ordinance amending the water and sewer rates.

BACKGROUND
A water rate study was conducted and determined that in order to keep up with rising costs of water and sewer and to fund Capital Projects, the rates would need to be increased. Therefore, the Code of Ordinances of the City of Seagoville, Texas, as heretofore amended, is hereby amended at Chapter 19 “Utilities”, Article 19.03 “Water and Sewers”, Division 2 “Rates and Charges”, by repealing and replacing Section 19.03.061 “Water Rates” and 19.03.062 “Sewer Rates”.

RECOMMENDATION
Staff recommends approval.

FINANCIAL IMPACT
The rates will raise more revenue for Capital Projects and infrastructure.

ATTACHMENTS
1. ORD - Water and Sewer Rates

AN ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF SEAGOVILLE, TEXAS
ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF SEAGOVILLE AT CHAPTER 19 "UTILITIES", ARTICLE 19.03 "WATER AND SEWERS", DIVISION 2 "RATES AND CHARGES"BY AMENDING SECTION 19.03.061 "WATER RATES" AND SECTION 19.03.062 "SEWER RATES"; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, **WHEREAS**, in order to ensure the development of the City's water and wastewater rates for revenue sufficiency based on projected expenses for the systems, the City Council has determined it to be in the public interest to amend the Code of Ordinances of the City of Seagoville with regard to water and sewer rates;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS:

SECTION 1. The Code of Ordinances of the City of Seagoville, Texas, as heretofore amended, is hereby amended at Chapter 19 "Utilities", Article 19.03 "Water and Sewers", Division 2 "Rates and Charges", by repealing and replacing Section 19.03.061 "Water Rates" and 19.03.062 "Sewer Rates" to read in their entirety as follows:

"Chapter 19. UTILITIES

. . .

ARTICLE 19.03 Water and Sewers

. . .

Division 2. Rates and Charges

. . .

Sec. 19.03.061 Water rates

(a) The monthly water rates charged by the City of Seagoville to all residential and commercial customers within the city limits, shall be, for the first two thousand (2,000) gallons or any portion thereof depending on the size of the customer's water meter, as shown in the charts below:

(1) Apartments and Manufactured Homes (per unit):

Water Meter Size (Inches)	Rate
¾" or less	$31.30
1"	$31.30
1.5"	$31.30
2"	$31.30
4"	$31.30
6"	$31.30
8"	$31.30

(2) All Others:

Water Meter Size (Inches)	**Rate**
¾"or less	$31.30
1"	$46.96
1.5″	$77.06
2"	$78.26
3"	$203.48
4"	$297.40
6"	$1042.45
8" or Larger	$1,565.19

(b) Water usage in excess of two thousand (2,000) gallons charged and collected at the following table rate per one thousand (1,000) gallons:

Water Usage in Gallons	**Rate**
2,001 -5,000 gallons	$3.63
5,001 – 10,000 gallons	$4.55
10,001- 15,000 gallons	$7.00

15,001- 20,000 gallons	$7.92
20,001 - 25,000 gallons	$8.80
Over 25,000 gallons	$9.74

(c) The above rates shall also apply to all water for resale or to water districts.

Sec. 19.03.062 Sewer rates

(a) The monthly sewer rates charged by the city to all sewer utility customers within the city limits shall be twenty-four dollars and forty-two cents ($24.42) minimum bill, up to two thousand (2,000) gallons of water usage, plus eleven dollars and seventy-four cents ($11.74) per one thousand (1,000) gallons for consumption above 2,000 gallons of water usage.

(b) Each residential customer's average water usage for the months of December, January, February, and March will be computed, using the three (3) months with the least usage to average and determine that customer's billing volume for the twelve-month period beginning in April of each year.

(c) Charges for new customers will be based on the city average of 4,500 gallons until an average is established during December, January, February, and March.

(d) For commercial customers, the billing volumes are based on actual water usage."

SECTION 2. All ordinances of the City of Seagoville, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed; provided, however, that all other provisions of said ordinances not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 3. Should any word, sentence, paragraph, subdivision, clause, phrase or section of this ordinance, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance which shall remain in full force and effect.

SECTION 4. This Ordinance and the rates set forth herein shall take effect from October 1, 2026.

PASSED BY THE CITY COUNCIL OF THE CITY OF SEAOGVILLE, TEXAS, ON THE ____ DAY OF SEPTEMBER 2026.

APPROVED:

_____
Dennis K. Childress, Mayor

ATTEST:

_____
Sara Egan, City Secretary

APPROVED AS TO FORM:

_____
Victoria W. Thomas, City Attorney
4917-5342-2029, v. 1

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS RATIFYING THE PROPERTY TAX INCREASE REFLECTED IN THE CITY'S ADOPTED FISCAL YEAR 2026-2027 BUDGET, WHICH IS A BUDGET THAT WILL REQUIRE RAISING MORE REVENUE FROM PROPERTY TAXES THAN IN THE PREVIOUS YEAR; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Texas Local Government Code §102.007(c) requires that adoption of a budget that raises more property tax revenue than was generated the previous year requires a record vote of the City Council to ratify the property tax increase reflected in the budget in addition to and separate from the record votes to approve the ordinance adopting the annual budget and the ordinance adopting the tax rate for the current tax year; and

WHEREAS, the City Council has adopted the 2026-2027 fiscal year budget, which will require raising more revenue from property taxes than last year's budget; and

WHEREAS, the City Council of the City of Seagoville, Texas, desires to ratify the property tax increase reflected in the adopted 2026-2027 Fiscal Year Budget.

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

SECTION 1. The property tax increase reflected in the adopted 2026-2027 Fiscal Year Budget, which is a budget that will require raising more revenue from property taxes than the previous year, is hereby ratified.

SECTION 2. This Resolution shall take effect immediately from and after its passage, as the law and charter in such cases provides.

UPON CALLING FOR A VOTE FOR APPROVAL OF THIS RESOLUTOIN, THE MEMBERS OF THE CITY COUNCIL VOTED AS FOLLOWS:

	Aye	Nay
Dennis K. Childress, Mayor (only in event of tie)		
Rick Howard, Councilmember-Place 1		
Jose Hernandez, Councilmember – Place 2		
Harold Magill, Councilmember – Place 3		
Allen Grimes, Councilmember –Place 4		
Jon Epps, Councilmember – Place 5		

WITH ___ VOTING "AYE" AND ___ VOTING "NAY", THIS RESOLUTION IS DULY PASSED BY THE CITY COUNCIL OF THE CITY OF SEAOGVILLE, TEXAS, ON THE ____ DAY OF _____ 2026.

ATTEST:

_____
Sara Egan, City Secretary

APPROVED:

_____
Dennis K. Childress, Mayor

APPROVED AS TO FORM:

_____
Victoria W. Thomas, City Attorney
4918-4399-3037, v. 1

TO: City Council

FROM: Gail French, Finance Director

DATE: September 14, 2026

ITEM: 23

DESCRIPTION: Discuss and consider an Ordinance adopting and levying ad valorem taxes for the year 2026 (fiscal year 2026 - 2027) at a rate of $0.769910 per one hundred dollars ($100) assessed valuation on all taxable property within the corporate limits of the City of Seagoville as of January 1, 2026, to provide revenue for the payment of current expenses; providing for an interest and sinking fund for all outstanding debt of the City of Seagoville; and providing for due and delinquent dates together with penalties and interest.

INTRODUCTION

Discuss and consider approval of an ordinance of the City Council of the City of Seagoville, Texas, adopting and levying ad valorem taxes for the year 2026.

BACKGROUND

Following public notices duly posted and published in all things as required by law, public hearings were held by and before the City Council of the City of Seagoville, the subject of which was the proposed tax rate for the City of Seagoville for Fiscal Year 2026-2027, submitted by the City Manager in accordance with provisions of the City Charter and state statutes.

The City Council, upon full consideration of the matter, is of the opinion that the tax rate hereinafter set forth is proper and should be approved and adopted.

City of Seagoville **ADOPTED A TAX RATE THAT WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.**

THE TAX RATE WILL EFFECTIVELY BE RAISED BY 4.40 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A $100,000 HOME BY APPROXIMATELY $32.14.

RECOMMENDATION

Staff recommends approval.

FINANCIAL IMPACT

This rate will raise more revenue from property taxes than last year’s budget by an amount of $1,718,112.

ATTACHMENTS

1. ORD - Ad Valorem Tax Rate and Levying

AN ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF SEAGOVILLE, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, ADOPTING AND LEVYING AD VALOREM TAXES FOR THE YEAR 2026 (FISCAL YEAR 2026 - 2027) AT A RATE OF $0.769910 PER ONE HUNDRED DOLLARS ($100) ASSESSED VALUATION ON ALL TAXABLE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF SEAGOVILLE AS OF JANUARY 1, 2026, TO PROVIDE REVENUE FOR THE PAYMENT OF CURRENT EXPENSES; PROVIDING FOR AN INTEREST AND SINKING FUND FOR ALL OUTSTANDING DEBT OF THE CITY OF SEAGOVILLE; PROVIDING FOR DUE AND DELINQUENT DATES TOGETHER WITH PENALTIES AND INTEREST; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, following public notices duly posted and published in all things as required by law, public hearings were held by and before the City Council of the City of Seagoville, the subject of which was the proposed tax rate for the City of Seagoville for Fiscal Year 2026-2027, submitted by the City Manager in accordance with provisions of the City Charter and state statutes; and

WHEREAS, the City Council, upon full consideration of the matter, is of the opinion that the tax rate hereinafter set forth is proper and should be approved and adopted.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, THAT:

SECTION 1. There is hereby approved, adopted and levied for the tax year 2026 on all taxable property, real, personal and mixed, situated within the corporate limits of the City of Seagoville, Texas, and not exempt by the Constitution of the State and valid State laws, a tax of $0.769910 on each One Hundred Dollars ($100) assessed valuation of taxable property, which consists of two components each one of which is separately approved by the Council as follows:

(a) 0.092225 per One Hundred Dollars ($100) of taxable value, the rate that, if applied to the total taxable value, will impose the total amount published under Section 26.04(e)(3)(C) of the Texas Property Tax Code (Tax Code), less any amount of additional sales and use tax revenue that will be used to pay debt service; and

(b) 0.677685 per One Hundred Dollars ($100) taxable value, the rate that, if applied to the total taxable value, will impose the amount of taxes needed to fund maintenance and operation expenditures of the City for the coming year.

SECTION 2. City of Seagoville ADOPTED A TAX RATE THAT WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

THE TAX RATE WILL EFFECTIVELY BE RAISED BY 4.40 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A $100,000 HOME BY APPROXIMATELY $32.14.

SECTION 3. All ad valorem taxes shall become due and payable on October 1, 2026, and all ad valorem taxes for the year shall become delinquent if not paid prior to February 1, 2027. There shall be no discount for payment of taxes prior to February 1, 2027. A delinquent tax shall incur all penalty and interest authorized by law, to wit:

(a) A penalty of six percent (6%) on the amount of the tax for the first calendar month it is delinquent, plus one percent (1%) for each additional month or portion of a month the tax remains unpaid prior to July 1 of the year in which it becomes delinquent.

(b) Provided, however, a tax delinquent on July 1, 2027, incurs a total penalty of twelve percent (12%) of the amount of delinquent tax without regard to the number of months the tax has been delinquent. A delinquent tax shall also accrue interest at the rate of one percent (1%) for each month or portion of a month the tax remains unpaid. Taxes for the year 2026 and taxes for all future years that become delinquent on or after February 1 but not later than May 1, that remain delinquent on July 1 of the year in which they become delinquent, incur an additional penalty in the amount of twenty percent (20%) of taxes, penalty and interest due, pursuant to Texas Property Tax Code Section 6.30 and 33.07, as amended. Taxes assessed against tangible personal property for the year 2026 and for all future years that become delinquent on or after February 1 of a year incur an additional penalty on the later of the date the personal property taxes become subject to the delinquent tax attorney’s contract, or 60 days after the date the taxes become delinquent, such penalty to be in the amount of twenty percent (20%) of taxes, penalty and interest due, pursuant to Texas Property Tax Code Section 33.11. Taxes for the year 2026 and taxes for all future years that remain delinquent on or after June 1 under Texas Property Tax Code Sections 26.07(f), 26.15(e), 31.03, 31.031, 31.032 or 31.04 incur an additional penalty in the amount of twenty percent (20%) of taxes, penalty and interest due, pursuant to Texas Property Tax Code Section 6.30 and Section 33.08, as amended.

SECTION 3. The Dallas and Kaufman County Tax Assessors/Collectors are hereby authorized to assess and collect the taxes of the City of Seagoville, Texas.

SECTION 4. The City shall have available all the rights and remedies provided by law for the enforcement of the collection of taxes levied under this ordinance.

SECTION 5. The tax rolls as presented to the City Council, together with any supplements thereto, be and the same are hereby approved.

SECTION 6. Should any word, sentence, paragraph, subdivision, clause, phrase or section of this ordinance, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance which shall remain in full force and effect.

SECTION 7. All ordinances of the City of Seagoville, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed; provided, however, that all other provisions of said ordinances not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 8. This ordinance shall take effect immediately from and after its passage, as the law and charter in such cases provide.

UPON CALLING FOR A VOTE FOR APPROVAL OF THIS ORDINANCE, THE MEMBERS OF THE CITY COUNCIL VOTED AS FOLLOWS:

	Aye	Nay
Dennis K. Childress, Mayor (only in event of tie)		
Rick Howard, Councilmember-Place 1		
Jose Hernandez, Councilmember – Place 2		
Harold Magill, Councilmember – Place 3		
Allen Grimes, Councilmember –Place 4		
Jon Epps, Councilmember – Place 5		

WITH ____ VOTING "AYE" AND ___ VOTING "NAY", AND AT LEAST 60% OF THE MEMBERS OF THE GOVERNING BODY VOTING IN FAVOR OF THE

ORDINANCE, THIS ORDINANCE IS DULY PASSED BY THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, ON THE 14TH DAY OF SEPTEMBER 2026.

APPROVED:

_____
Dennis K. Childress, Mayor

ATTEST:

_____
Sara Egan, City Secretary

APPROVED AS TO FORM:

_____
Victoria Thomas, City Attorney