



CITY COUNCIL MEETING
Decatur City Hall - 201 E. Walnut, Decatur, TX
February 23, 2026
AND VIA VIDEOCONFERENCE/TELECONFERENCE

Videoconferencing is being used to allow the public and staff to attend the meeting. This meeting will be held using videoconferencing/teleconferencing technology with public viewing access via WWW.ZOOM.US/JOIN (MEETING/WEBINAR ID: 817 5047 6447 PASSCODE: 823992) or watch live at: <https://decaturtx.new.swagit.com/views/212/>

If you have questions, you can call 940-393-0204 before noon on the date of the meeting.

If you join the meeting via videoconferencing and want to address the Council on an agenda item, you will need to have your camera on and SEND A CHAT MESSAGE THAT YOU HAVE A COMMENT BEGINNING OF THE MEETING, when the Mayor calls for public comment, you will be recognized by Mayor to address the Council and will be allowed 3 minutes to complete your comments.

Anyone wishing to speak on a posted agenda item must complete a speaker card with the speaker's name and address and must identify the agenda item number for which the speaker would like to speak. A card must be submitted to Asucena Delgado, City Secretary, so that the speaker may be recognized by the Mayor at the appropriate time. Speakers will each be allowed a three (3) minute period to provide comments regarding the posted agenda item for which the request to speak was submitted and may speak during this item or during the Council's consideration of individual items in accordance with City Council Rules of Procedure. The three (3) minute period will be extended to six (6) minutes if a translator is required for a non-English speaker to communicate the speaker's comments regarding the posted agenda item for which the request to speak was filed.

REGULAR MEETING 6:00 p.m.

CALL TO ORDER

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

PRESENTATION(S) Pages 1-15

AGENDA ITEMS

1. **CITIZENS COMMENTS AND ANNOUNCEMENTS.** Please complete a Speaker Registration Form before speaking. Speakers are limited to 3 minutes. In accordance with the Texas Open Meetings Act, the City Council is restricted from discussing or acting on items not listed on the agenda. Comments should be made to the Council rather than to individual members, and no action will be taken by the Council.

PUBLIC HEARING ITEM:

OPEN PUBLIC HEARING AT: _____ CLOSE PUBLIC HEARING AT: _____

2. **PD-25-0005 – PUBLIC HEARING AND DISCUSSION REGARDING THE FIRST READING OF AN ORDINANCE AMENDING ORDINANCE NO. 2023-06-16, AND APPENDIX B, "ZONING," OF THE CITY'S CODE OF ORDINANCES AND THE CITY'S OFFICIAL ZONING MAP TO PROVIDE FOR AMENDMENTS TO THE CURRENT ZONING REGULATIONS ON A TRACT OF APPROXIMATELY 47 ACRES, DEER PARK (AKA NOUVELLE TERRACE) PLANNED**

DEVELOPMENT, TO UPDATE THE PLANNED DEVELOPMENT'S DEVELOPMENT STANDARDS. **(NOUVELLE TERRACE)** Pages 16-45

NON-PUBLIC HEARING ITEMS:

3. CONSIDER FIRST READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DECATUR, TEXAS, DECLARING UNOPPOSED CANDIDATES IN THE MAY 2, 2026, CITY GENERAL ELECTION ELECTED TO OFFICE; CANCELING THE ELECTION IN THE CITY OF DECATUR FOR THE OFFICE OF MAYOR AND COUNCILMEMBER FOR PLACES 1, 3, AND 5; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE. Pages 46-48
4. CONSIDER AND TAKE APPROPRIATE ACTION ON A RESOLUTION AUTHORIZING DECATUR MAIN STREET TO SUBMIT A GRANT APPLICATION TO THE TEXAS DEPARTMENT OF AGRICULTURE FOR THE 2026 DOWNTOWN REVITALIZATION PROGRAM. **R2026-02-06** Pages 49-50
5. CONSIDER AND TAKE APPROPRIATE ACTION TO APPROVE A PIPELINE LICENSE AGREEMENT WITH BNSF RAILROAD REGARDING THE LIBERTAS NATURE CREEK RESERVE DEVELOPMENT. Pages 51-67
6. CONSIDER AND TAKE APPROPRIATE ACTION TO APPROVE A FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH LIBERTAS DECATUR, LP, TO INCLUDE THE WORK AND FEES ASSOCIATED WITH THE PIPELINE LEASE AGREEMENT WITH BNSF RAILROAD. Pages 68-70
7. CONSIDER FIRST READING OF AN ORDINANCE AMENDING SUBDIVISION ORDINANCE NO. 2024-03-06 REPLACING PAGE 157 TO INCORPORATE STANDARDIZED METER BOX DETAILS INTO APPENDIX 5. Pages 71-73
8. CONSIDER AND TAKE APPROPRIATE ACTION TO APPROVE A DEVELOPMENT AGREEMENT BETWEEN THE DECATUR EDC AND PROJECT CAT. Pages 74-102
9. CONSIDER FIRST READING OF AN ORDINANCE OF THE CITY OF DECATUR, TEXAS, TO REPEAL AND AMEND ORDINANCE 2025-10-36 WHICH CREATED THE WEST FORK PUBLIC UTILITY AGENCY. **ORDINANCE 2026-02-06** Pages 103-106
10. HEAR PRESENTATION AND DISCUSS ONGOING WATER AND WASTEWATER PROJECT FROM KIMLEY-HORN. No backup
11. DISCUSS AND CONSIDER TAKING APPROPRIATE ACTION REGARDING PROPOSALS FOR TWO PILOT UNITS ASSOCIATED WITH THE WATER TREATMENT PLANT (WTP) EXPANSION PROJECT, INCLUDING REVIEW AND APPROVAL OF THE PROPOSED LEASE AGREEMENTS. Pages 107-168
12. CONSIDER AND TAKE APPROPRIATE ACTION TO APPROVE AN INTERLOCAL AGREEMENT (ILA) FOR REGIONAL ANIMAL CONTROL SERVICES. Pages 169-191
13. CONSIDERATION AND DISCUSSION OF PROPOSED POLICIES RELATED TO: Pages 192-200
 1. GENERATIVE ARTIFICIAL INTELLIGENCE (AI)
 2. CASH HANDLING
 3. ANIMALS IN THE WORKPLACE
14. **CONSENT AGENDA** – ALL CONSENT AGENDA ITEMS LISTED ARE CONSIDERED TO BE

ROUTINE BY THE CITY COUNCIL AND WILL BE RECOMMENDED IN ONE MOTION. THERE WILL BE NO SEPARATE DISCUSSION OF THESE ITEMS UNLESS A COUNCIL MEMBER SO REQUESTS, IN WHICH EVENT THE ITEM WILL BE REMOVED FROM THE CONSENT AGENDA AND CONSIDERED IN ITS NORMAL SEQUENCE ON THE AGENDA.

- A. **PP-25-0008** – CONSIDER AND TAKE ACTION TO APPROVE A REQUEST FOR THE PRELIMINARY PLAT FOR BLOCK A, LOTS 1-22, 1X, 2X; BLOCK B, LOTS 1-8, 1X; BLOCK C, LOTS 1-20, 1X; BLOCK D, LOTS 1-11, 1X; BLOCK E, LOTS 1-4, 1X; BEING 8.496 ACRES, PART OF DAVID MOSES SURVEY, ABST. NO. 537, CITY OF DECATUR, WISE COUNTY, TEXAS, ALSO KNOWN AS 700 S DEER PARK ROAD. **(NOUVELLE TERRACE LOFTS ADDITION)** Pages 201-204

- B. **FP-25-0010** – CONSIDER AND TAKE ACTION TO APPROVE A REQUEST FOR THE FINAL PLAT OF LOTS 1X AND 2-24, BLOCK B, LOTS 1-10, BLOCK C, LOTS 1-28 AND 29X, BLOCK D, LOTS 2-13, 14X, AND 15-26, BLOCK E, LOTS 1-4, 5X, AND 6-23 BLOCK F, VISTA PARK PHASE I-B, BEING 26.666 ACRES SITUATED IN THE JOHN C. BULLOCK SURVEY, ABSTRACT NUMBER 79, CITY OF DECATUR, WISE COUNTY, TEXAS. **(VISTA PARK PHASE I-B)** Pages 205-209

- C. CONSIDER AND TAKE APPROPRIATE ACTION TO APPROVE A REQUEST TO CLOSE MARKET STREET BETWEEN MAIN STREET AND THE PROPERTY LINE BEHIND THE COUNTY SEAT FROM 3:00 P.M. TO 10:00 P.M. FOR THE SIP AND SHOP EVENT TO BE HELD MARCH 7, 2026, FROM 6:00 TO 9:00 P.M. Pages 210-218

15. COUNCIL MEMBER REQUESTS FOR FUTURE AGENDA ITEMS.

ADJOURNMENT

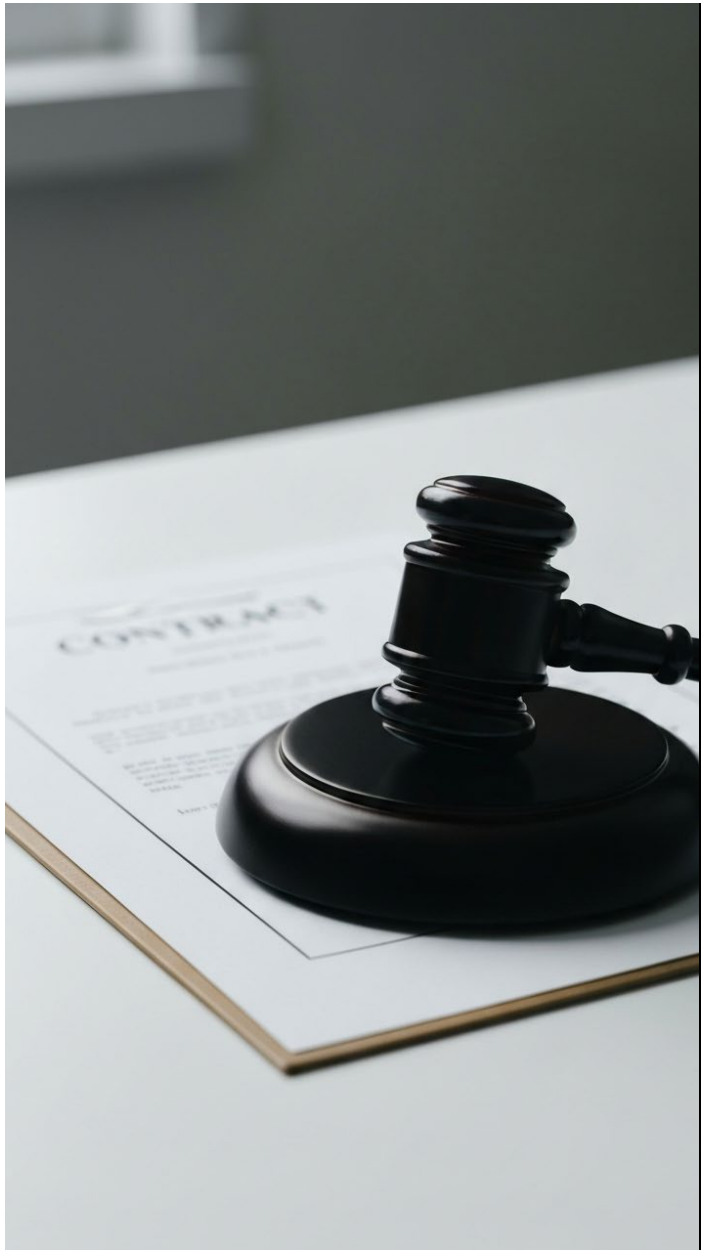
I hereby certify that the above agenda was posted on the official bulletin board at City Hall, 201 E. Walnut, Decatur Texas, on Tuesday, February 17, 2026, at 5:00 p.m., pursuant to the Texas Government Code, Chapter 551.

Asucena Delgado

Asucena Delgado, City Secretary, TRMC, CMC

*NOTE: The City Council reserves the right to meet in Executive Session closed to the public at any time in the course of this meeting to discuss matters listed on the agenda, as authorized by the Texas Open Meetings Act, Texas Government Code, Chapter 551, including §551.071 (private consultation with the attorney for the City); §551.072 (purchase, exchange, lease or value of real property); §551.074 (personnel or to hear complaints against personnel); §551.076 (deployment, or specific occasions for implementation of security personnel or devices); and §551.087 (economic development negotiations). Any decision held on such matters will be taken or conducted in the Open Session following the conclusion of the Executive Session.

****PURSUANT TO SECTION 551.127, TEXAS GOVERNMENT CODE, ONE OR MORE COUNCILMEMBERS OR EMPLOYEES MAY ATTEND THIS MEETING REMOTELY USING VIDEOCONFERENCING TECHNOLOGY.**



Decatur Police Department Racial Profiling Report 2025

Analysis and Insights into Departmental Practices

Agency Policy on Racial Profiling

Decatur Police Department

- **Clear Definition**
Establishes a precise definition of racial profiling.
- **Strict Prohibition**
Clearly forbids racial profiling by all officers.
- **Complaint Process**
Outlines a procedure for individuals to file complaints.
- **Public Education**
Includes efforts to educate the public on how to file a complaint.
- **Corrective Action**
Specifies disciplinary measures for officers found engaging in profiling.
- **Data Collection**
Mandates the collection of data related to traffic stops, searches, and arrests.

Data Collection Requirements for Motor Vehicle Stops

Information Mandated for Collection



Individual's Race or Ethnicity

Collect the race or ethnicity of the person detained during the stop.



Search Conducted and Consent

Record whether a search was performed and if the individual provided consent.



Officer's Prior Knowledge of Race/Ethnicity

Note if the officer was aware of the individual's race or ethnicity before the detention.



Use of Physical Force

Document any instances where physical force resulted in bodily injury.



Location of the Stop

Specify the geographical location where the motor vehicle stop occurred.



Reason for the Stop

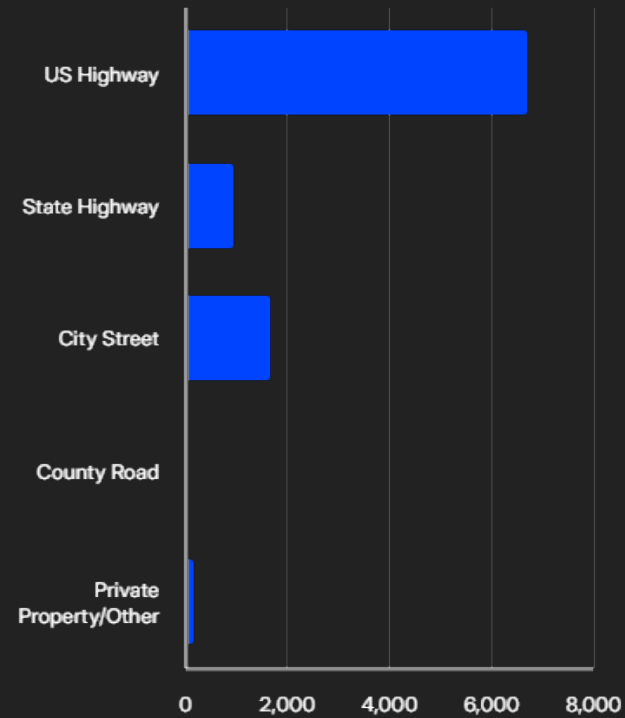
Clearly state the reason why the motor vehicle stop was initiated.

Motor Vehicle Stops Summary - 2025

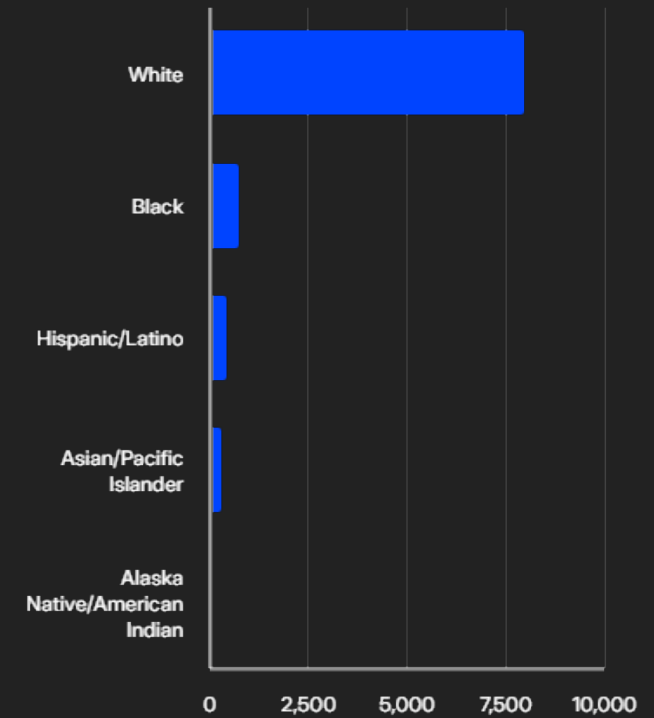
Total Stops

9552

Stops by Location



Race/Ethnicity of Individuals Stopped



Traffic Stop Outcomes

Written Warning

3,261

Citation

6,071

Written Warning and Arrest

31

Citation and Arrest

54

Arrest

135

Note: Each outcome includes a breakdown by race/ethnicity, not detailed here.

Race Known Prior to Stop

Race Known Prior to Stop

181

Race Unknown Prior to Stop

9,371

Stop Details: Reason for Stop by Race/Ethnicity

Violation Type	Alaska Native/American Indian Indian	Asian/Pacific Islander Islander	Black	White	Hispanic/Latino o
Moving Traffic Violations Violations	40	287	630	6218	324
Vehicle Traffic Violations	8	19	108	1406	79
Violations of Law	0	10	15	163	16

Searches Conducted

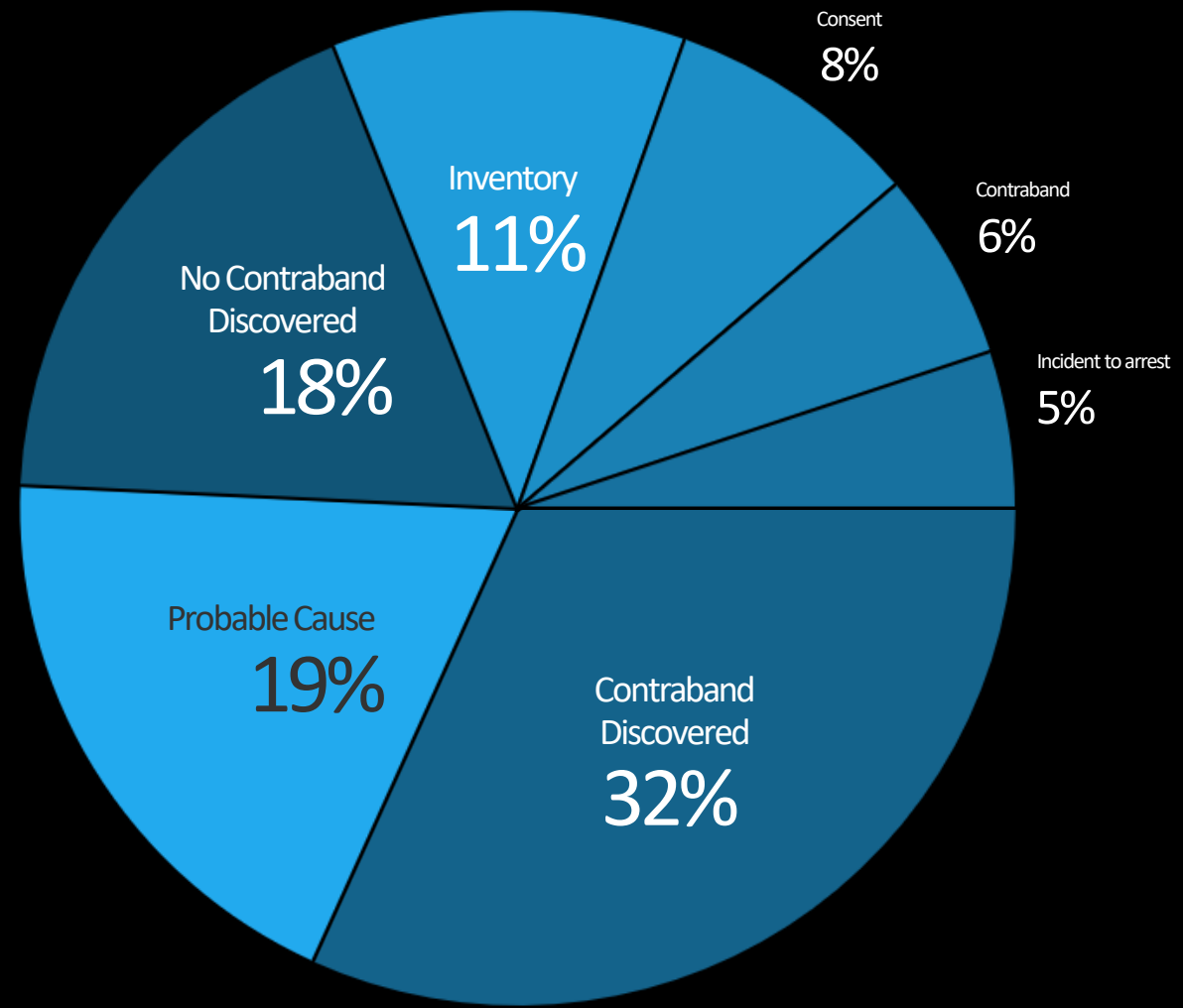
Breakdown by Demographic

Category	Subcategory	Count
Searches Conducted		266
	Alaska Native/American Indian	1
	Asian/Pacific Islander	2
	Black	45
	White	213
	Hispanic/Latino	5
Searches Not Conducted		9286
	Alaska Native/American Indian	47
	Asian/Pacific Islander	317
	Black	724
	White	7776
	Hispanic/Latino	422

A significant majority of searches were not conducted.

Search Basis and Contraband Discovery

Distribution of Reasons for
Search and Contraband
Discovery Outcomes



Contraband Discovered

Summary of Identified Items

- **Drugs**
114 items
- **Alcohol**
44 items
- **Weapons**
14 items
- **Stolen Property**
6 items
- **Currency**
1 item
- **Other**
19 items

Note: Data includes a racial breakdown for each contraband type, not detailed here.

Physical Force Resulting in Bodily Injury During Stops

Analysis of Incidents by Race

Incidents with Bodily Injury

10

incidents

Hispanic/Latino - Bodily Injury

3

incidents

White /Caucasian - Bodily Injury

7

incidents

Incidents Without Bodily Injury

9,542

incidents

Includes racial breakdown for incidents without bodily injury.

Complaints and Disciplinary Action

Racial Profiling Complaints Overview

Total Complaints Filed

0

Resulted in Disciplinary Action

0

Did Not Result in Disciplinary Action

0



PLANNED DEVELOPMENT STAFF REPORT

TO: Honorable Mayor and City Council Members
FROM: Lisa Hannon, Planning Director
PUBLIC HEARING DATE: February 23, 2026
RE: PD-25-0005 – Deer Park aka Nouvelle Terrace Planned Development

Applicant Request:

PD-25-0005 – Public hearing and discussion regarding the first reading of an ordinance amending Ordinance No. 2023-06-16, and Appendix B, “Zoning,” of the City’s Code of Ordinances and the City’s Official Zoning Map to provide for amendments to the current zoning regulations on a tract of approximately 47 acres, Deer Park (aka Nouvelle Terrace) Planned Development, to update the Planned Development’s development standards. **(Nouvelle Terrace)**

Summary of Applicant's Request:

Zheeno Rostam, on behalf of Architechton, LLC, has submitted a Planned Development rezoning application to amend the approved Planned Development, Ordinance No. 2023-06-16, for the property located at 700 Deer Park Road, Decatur, Texas.

Findings:

- Finding #1.** The City Council approved the Planned Development rezoning application on June 26, 2023, Ordinance No. 2023-06-16.
- Finding #2.** The developer is requesting to amend the approved Planned Development.
- Finding #3.** The proposed changes are minor and include:
 - a. Reducing the number of dwelling units from 64 to 60 in Phase 2
 - i. 45 – 2 car units
 - ii. 15 – 1 car units
 - b. Reducing the lot area square footage for two-car garage units from 2212 sf to 2128 sf. A reduction of 84 sf.
 - c. Updated setback requirements for site layout.
 - d. Updated road and right-of-way dimensions to align with Fire Department requirements.
 - e. Removed pool and clubhouse with new site layout.

Conclusion(s):

- Conclusion #1:** The application is in order, and statutory requirements have been met.
- Conclusion #2:** The Planned Development rezoning request is consistent with the City of Decatur 2050 Comprehensive Plan.
- Conclusion #3:** The proposed amendments do not change the service plan or development agreement previously approved by the City Council.
- Conclusion #4:** The proposed amendments to the Planned Development are relatively minor.

Staff Recommendations - based on the aforementioned findings & conclusions:

Based on the Findings and Conclusions outlined in the staff report, Development Services staff recommends approval of PD-25-0005, a PD amendment for Deer Creek Planned Development, aka Nouvelle Terrace.

Planning and Zoning Commission recommended approval of PD-25-0005, 6-0.

Attachments:

1. Aerial Map
2. Location Map
3. Property Owner Notification and Response Map
4. Property Owner Response Letters
5. Existing/Proposed Zoning
6. Existing Conceptual Map
7. Proposed Conceptual Map
8. Existing Open Space Map
9. Proposed Open Space Map

Exhibit "1" Aerial

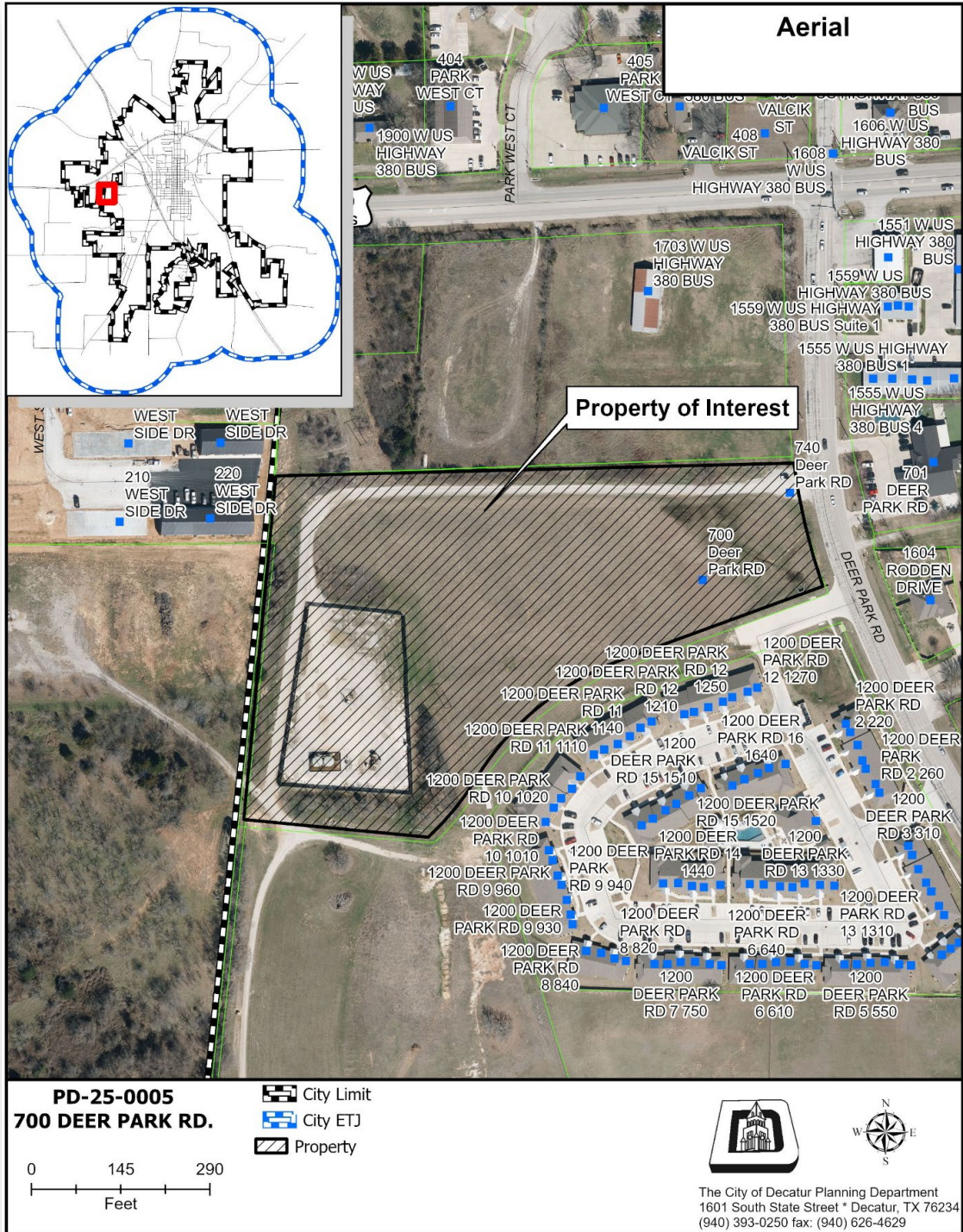


Exhibit "2" Location Map

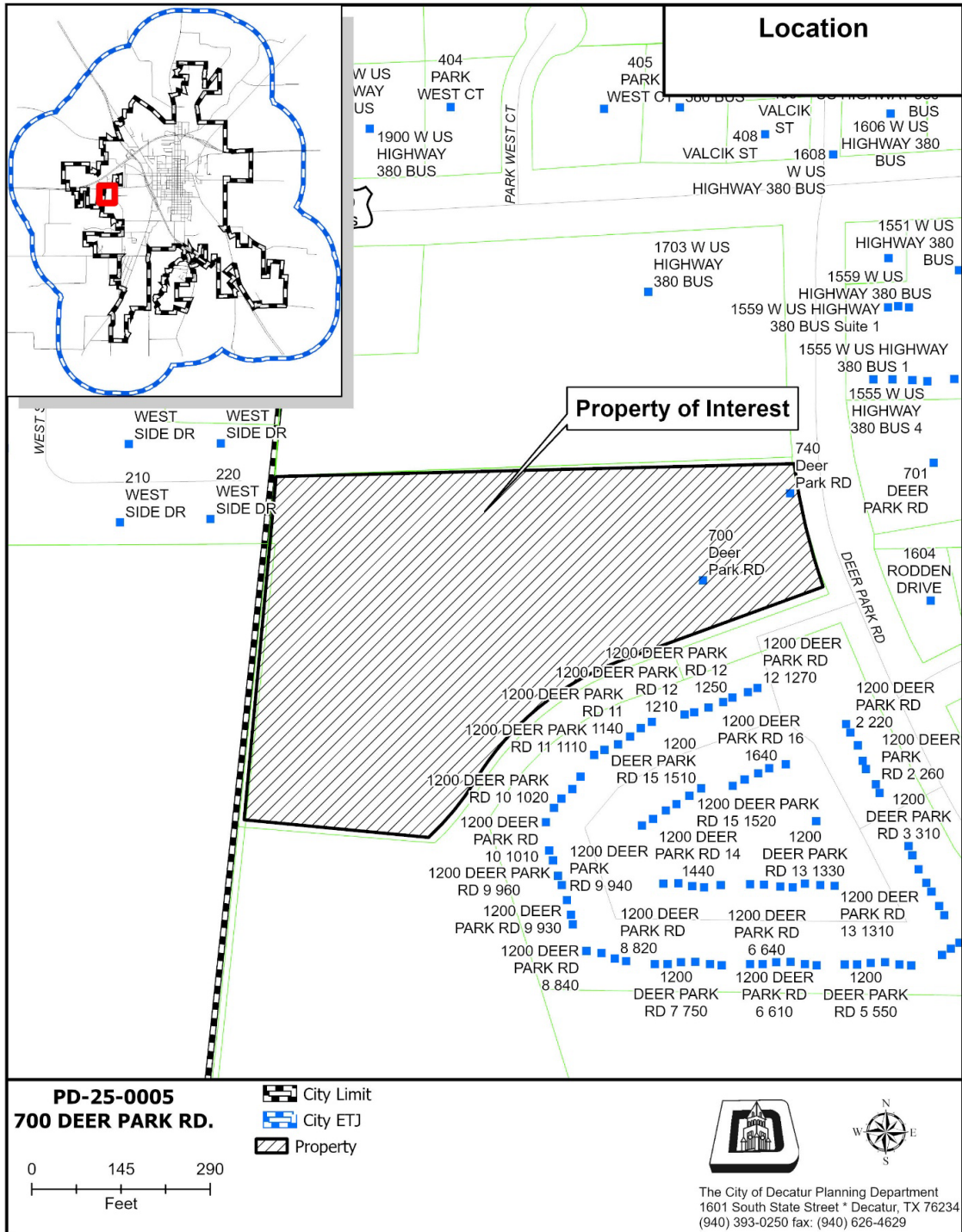


Exhibit "3" Property Owner Notification Map

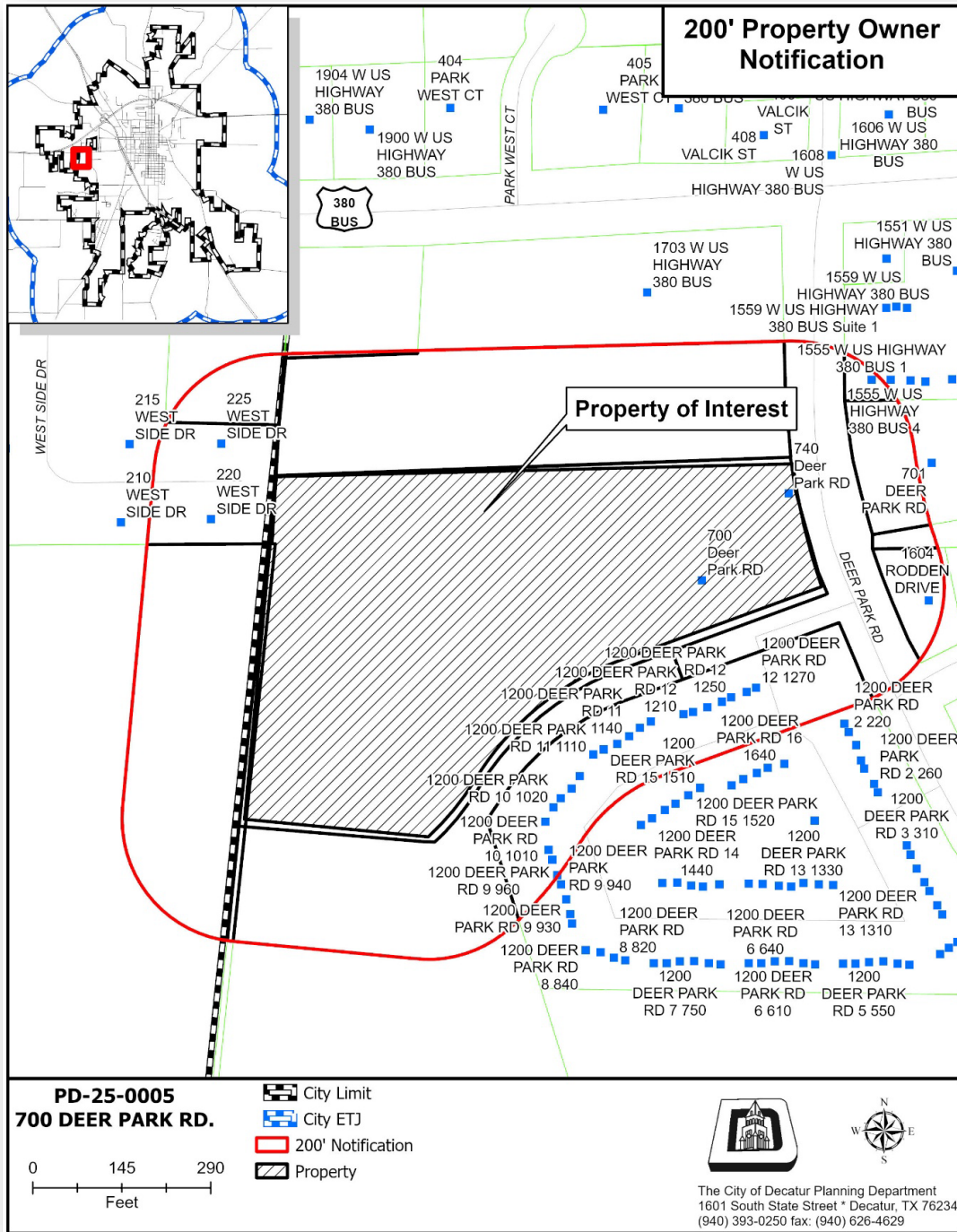


Exhibit "4"
Property Owner Response Letters

**NO FORMAL RESPONSES
RECEIVED AS OF FEBRUARY
13, 2026
1 EMAIL/PHONE INQUIRY**

Exhibit "5" Existing/Proposed Zoning Map

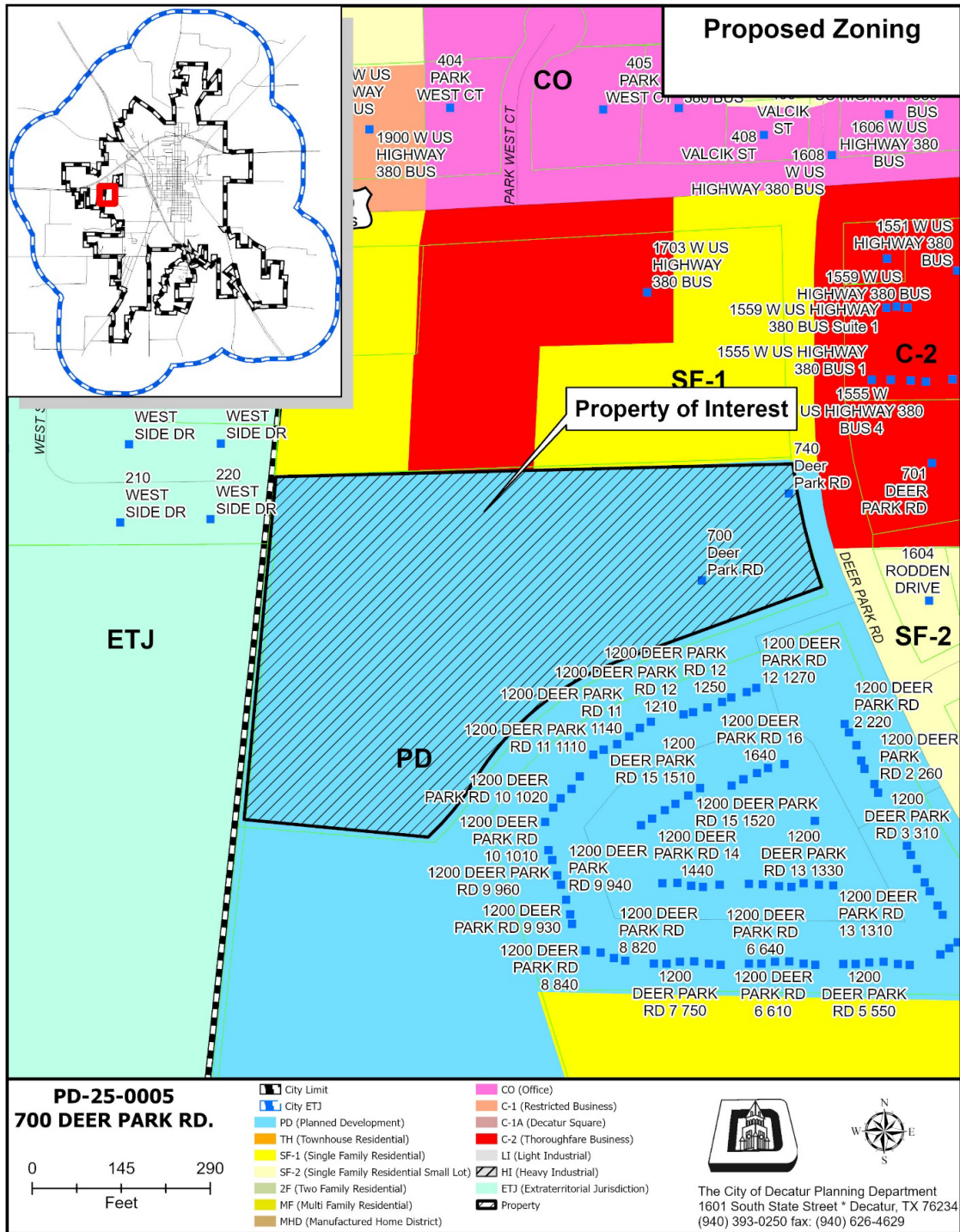


Exhibit "6" "C-1" Existing Concept Plan

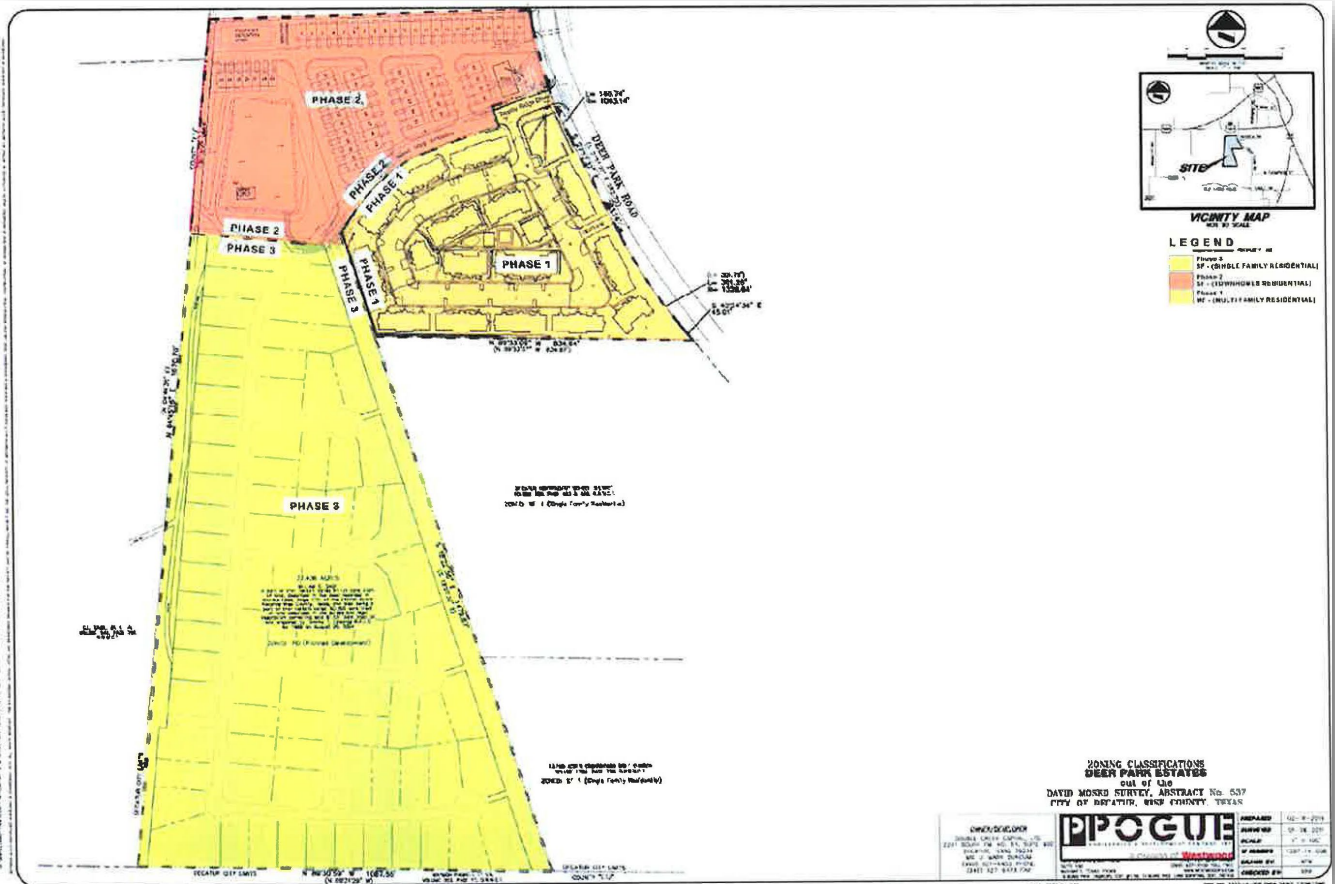


EXHIBIT "7" "C-2" PROPOSED CONCEPT PLAN

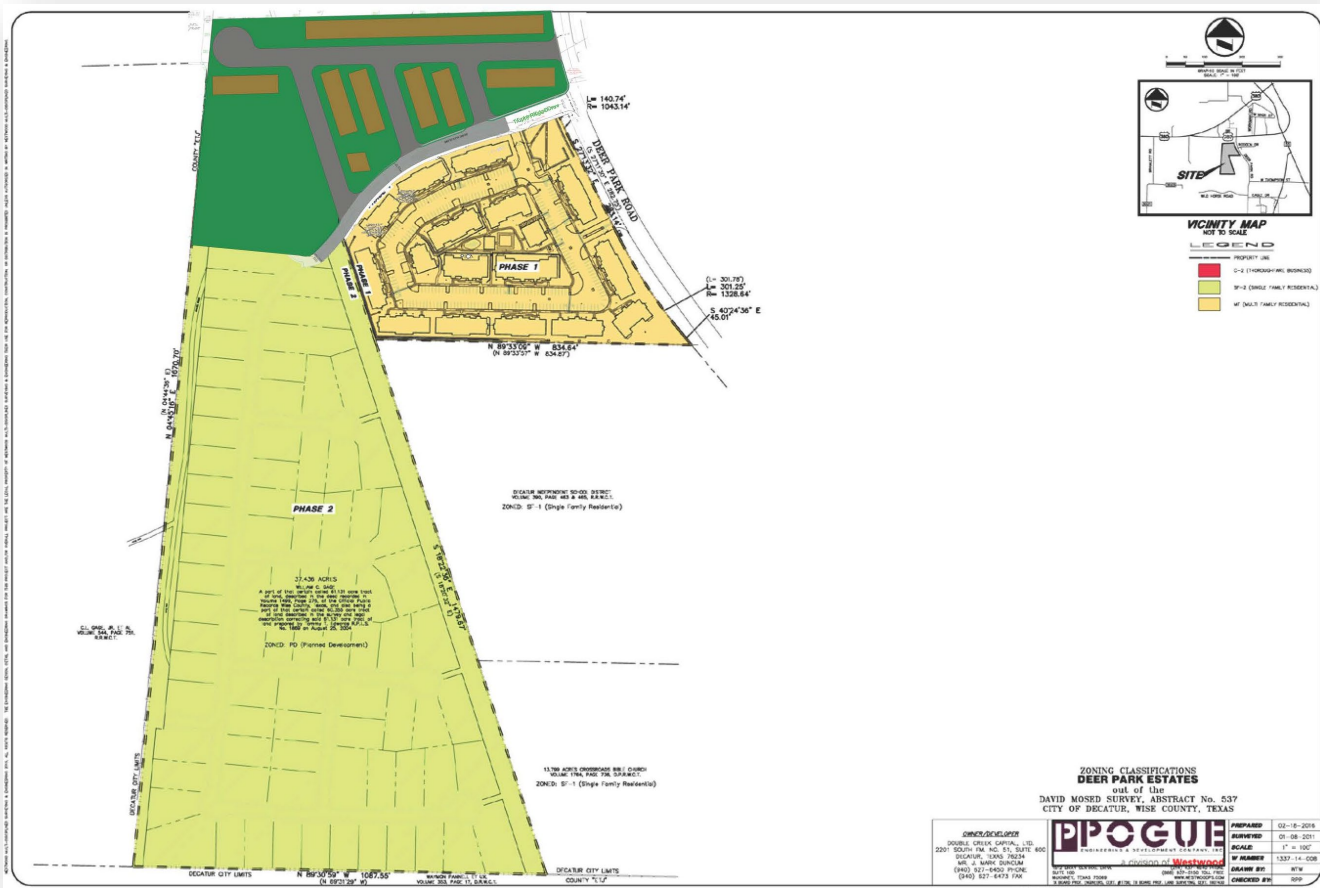


Exhibit "8"
"D-1"
Existing Open Space Plan

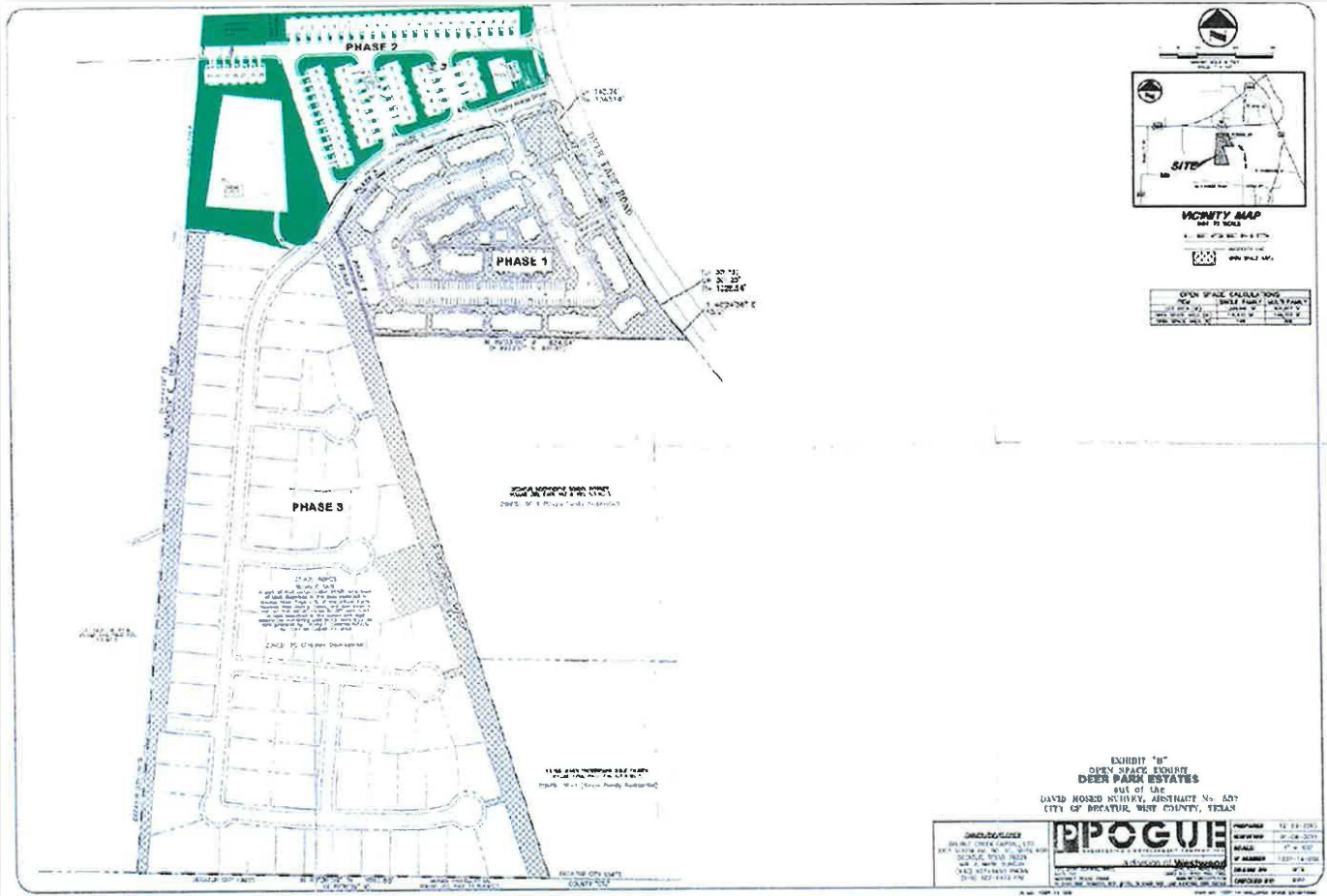
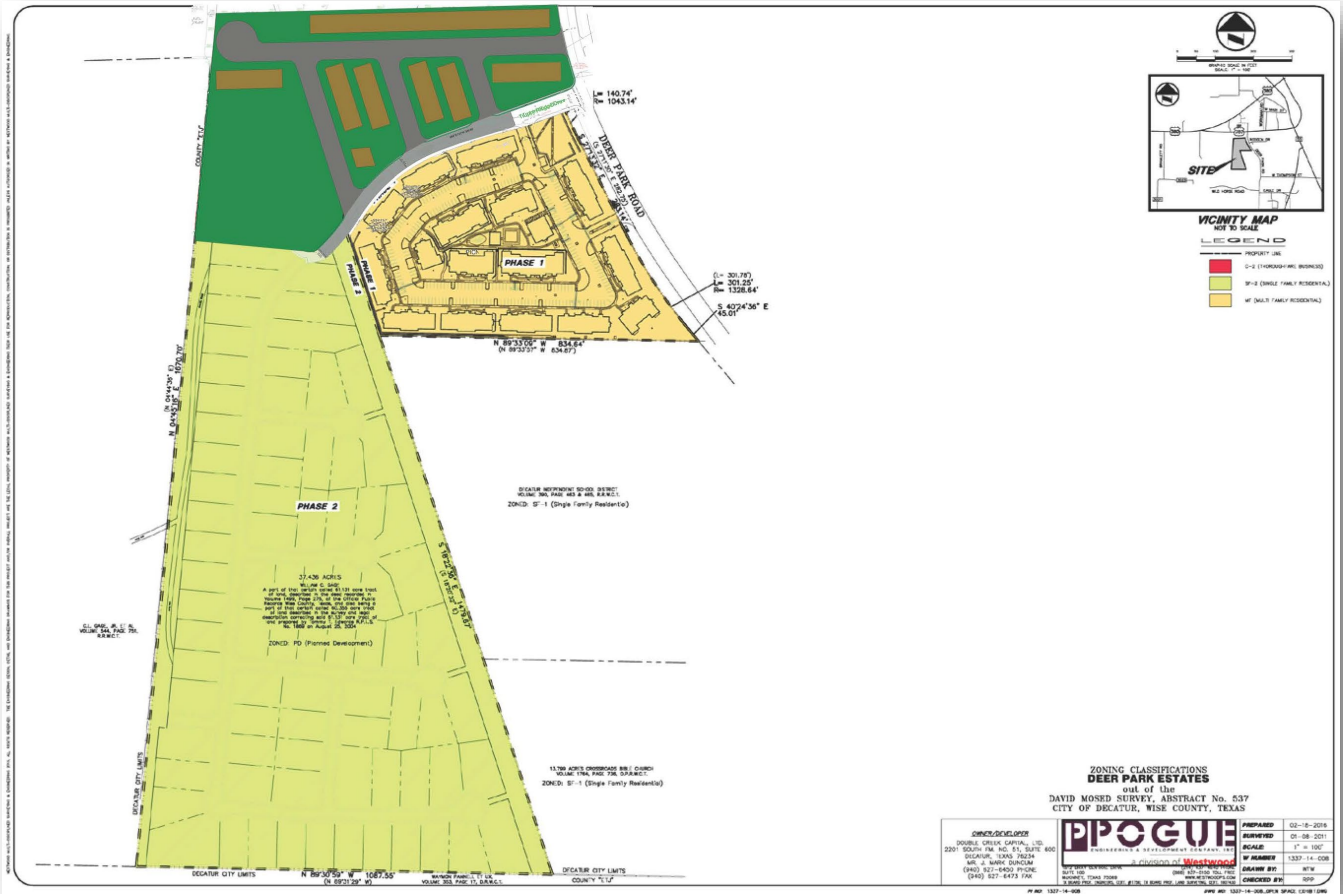


EXHIBIT "9" "D-2" OPEN SPACE PROPOSED



**CITY OF DECATUR
ORDINANCE NUMBER 2026-03-09**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DECATUR, TEXAS AMENDING ORDINANCE NO. 2023-06-16 TO AMEND THE DEER PARK PLANNED DEVELOPMENT DISTRICT COMMONLY REFERRED TO AS “NOUVELLE TERRACE,” ADOPTED BY ORDINANCE NO. 2005-03-03; TO REVISE THE DEVELOPMENT STANDARDS OF PHASE II ON APPROXIMATELY 47 ACRES GENERALLY LOCATED ON THE WEST SIDE OF DEER PARK ROAD AND IMMEDIATELY ADJACENT TO RANN ELEMENTARY SCHOOL; PROVIDING FOR AMENDMENT TO THE OFFICIAL ZONING MAP; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING A PENALTY NOT TO EXCEED FIVE HUNDRED DOLLARS (\$500.00) PER VIOLATION; DISPENSING WITH A CULPABLE MENTAL STATE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE. (PD-25-0005)

WHEREAS, on March 14, 2005, the City Council of the City of Decatur (“City Council”) adopted Ordinance No. 2005-03-03 amending the zoning on an approximate 61.131 acre tract of land to change the zoning from Single Family (SF-2) to Deer Park Planned Development District (“Deer Park PD”) by amending the Zoning Ordinance and the Zoning Map of the City of Decatur, Texas; and

WHEREAS, on June 23, 2008, the City Council adopted Ordinance No. 2008-06-11 reducing the acreage in the Deer Park PD from 61.131 acres to approximately 47 acres, and making other amendments to the applicable zoning and development standards, the boundaries of such Deer Park PD being more particularly described in **Exhibit A-1** and **Exhibit A-2**, attached hereto and incorporated herein (the “Property”); and

WHEREAS, on March 21, 2016, the City Council adopted Ordinance No. 2016-03-07 by amending certain phasing requirements and making other amendments to the applicable zoning and development standards for the Property; and

WHEREAS, on January 14, 2019, the City Council adopted Ordinance No. 2019-01-01 amending the maximum size limitation for each multiple-family structure; and

WHEREAS, pursuant to Section 5.2.4.C, “PD, Planned Development District,” Subsection (5), “Revisions to the Approved Concept Plan and PD Application,” Mr. Zheeno Rostam, on behalf of property owner Decatur Deer Run Investors, LLC, has submitted an application to amend the Deer Park PD (“Application”); to amend the minimum lot size for two-car garage units as indicated in the Land Use Table in **Exhibit B**; to amend the residential density to a not-to-exceed number of 60 total townhome units in Phase 2; and to amend street widths as outlined in **Exhibit B**; and

WHEREAS, the Application has been properly heard by the Planning and Zoning Commission of the City of Decatur, Texas, as required by state law and the Zoning Ordinance of said City; and

WHEREAS, said Planning and Zoning Commission has recommended that the Application

for the Planned Development Amendment be APPROVED; and

WHEREAS, the City Council finds that all legal notices, requirements, conditions, and prerequisites for the Application have been met and that the case is properly before the City Council; and

WHEREAS, the City Council, at a called public hearing, did consider all appropriate factors in determining whether to approve the Application; and

WHEREAS, the City Council finds that the requested zoning amendment is consistent with the Comprehensive Master Plan of the City; serves the health, safety, welfare, and aesthetic concerns of the public; is in the interest; and that the zoning change does not unreasonably invade the rights of adjacent property owners.

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

SECTION 1. Incorporation of Premises/Findings. That the above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2. Legal Description. This amendment does not alter the boundaries of the Planned Development District. The legal description for the Planned Development District is hereby incorporated into this ordinance as **Exhibit A-1** for clarity and brevity due to the number of prior amendments to this Planned Development District. The legal description for Phase 2 is also hereby incorporated as **Exhibit A-2**.

SECTION 3. Amendment to the Planned Development Design Standards. That the Application for the Planned Development Amendment, and amendments to the Design Standards, are hereby amended with this Ordinance and fully incorporated as **Exhibit B**. The Preliminary Master Plat and Phasing Plan is attached as **Exhibit B-1**. The Concept and Phasing Plan Exhibit "C-1" is hereby amended with this Ordinance and fully incorporated as **Exhibit C-2**. The Open Space Plan Exhibit "D-1" is hereby amended with this Ordinance and fully incorporated as **Exhibit D-2**.

SECTION 4. Savings and Cumulative Repealer. This Ordinance shall be cumulative of all other ordinances and shall not repeal any of the provisions of such ordinances except in those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances or parts thereof in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided, however, that any complaint, action, claim, or lawsuit which has been initiated or has arisen under or pursuant to such ordinance on the date of adoption of this Ordinance shall continue to be governed by the provisions of that ordinance, and for that purpose the ordinance shall remain in full force and effect. In addition, the use of the Property described in **Exhibit A-1 and Exhibit A-2** shall be subject to all applicable regulations contained in the Comprehensive Zoning Ordinance of the City of Decatur and all other applicable and pertinent ordinances of the City of Decatur, Texas, not directly in conflict with this Ordinance.

SECTION 5. Severability. If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance or application thereof to any person or circumstance is held invalid

or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance, and the City Council hereby declares it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 6. Penalty. It shall be unlawful for any person to violate any provision of this Ordinance, and any person violating or failing to comply with any provision hereof shall be fined, upon conviction, in an amount not less than One Dollar (\$1.00) nor more than five hundred (\$500.00). A culpable mental state shall not be required to prove an offense under this Ordinance; this Ordinance dispenses with the requirement of a culpable mental state. Further, if the governing body of the City determines that a violation of this Ordinance creates a threat to public safety, the City may bring suit in District Court to enjoin such violation and may exercise all available remedies as allowed by law.

SECTION 7. Publication. The City Secretary of the City of Decatur is hereby directed to publish the Caption, Penalty, and Effective Date of this Ordinance as required by the Texas Local Government Code and City Charter.

SECTION 8. Effective Date. This Ordinance shall take effect on its final passage and publication, and it is so ordained.

PRESENTED ON FIRST READING THIS 23rd DAY OF FEBRUARY, 2026.

PRESENTED ON SECOND READING AND APPROVED THIS 9TH DAY OF MARCH, 2026, BY A VOTE OF ____ AYES, ____ NAYS, ____ ABSTENTIONS, AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF DECATUR, TEXAS.

APPROVED:

Mike McQuiston, MAYOR

ATTEST:

Asucena Delgado, TRMC, CMC, CITY SECRETARY

APPROVED AS TO FORM:

Pamela H. Liston, CITY ATTORNEY

EXHIBIT A-1

DEER PARK PLANNED DEVELOPMENT LEGAL DESCRIPTION, as adopted January 14, 2019

BEING A 45.970 ACRES (2,002,463 +/- SQ. FEET) TRACT OF LAND OUT OF THE DAVID MOSES SURVEY, ABSTRACT No. 537, WISE COUNTY, TEXAS; BEING ALL OF THOSE CERTAIN TRACTS OF LAND AS RECORDED IN DOC#: 201327258 & 201512486. OFFICIAL RECORDS, WISE COUNTY, TEXAS:

BEGINNING AT A SET 1/2" IRON ROD (CAPPED – TEXAS SURVEYING, INC.) IN THE WEST RIGHT-OF-WAY OF DEER PARK ROAD (A 100' R.O.W.) AND AT THE NORTHEAST CORNER OF A TRACT OF LAND OWNED BY DECATUR ISD AND RECORDED IN VOLUME 390, PAGE 463 & 465, OFFICIAL RECORDS, WISE COUNTY, TEXAS, FOR THE EASTERLY SOUTHEAST AND BEGINNING CORNER OF THIS TRACT.

THENCE N 89°00'18" W 834.60 FEET TO A SET 1/2" IRON ROD (CAPPED – TEXAS SURVEYING, INC.) AT THE NORTHWEST CORNER OF SAID V. 390, PG. 463 & 465, O.R.W.C.T., FOR A CORNER OF THIS TRACT.

THENCE S 17°49'45" E 1478.67 FEET TO A FOUND 1/2" IRON ROD FOR THE MOST SOUTHERLY SOUTHEAST CORNER OF THIS TRACT.

THENCE N 88°58'08" W 1087.55 FEET TO A X-TIE FENCE POST FOR THE SOUTHWEST CORNER OF THIS TRACT.

THENCE N 05°18'07" E 1670.70 FEET TO A FOUND 1/2" IRON ROD FOR A CORNER OF THIS TRACT.

THENCE N 05°09'56" E 108.43 FEET TO A FOUND IRON ROD FOR THE NORTHWEST CORNER OF THIS TRACT.

THENCE N 88°30'25" E 841.64 FEET TO A FOUND IRON ROD IN THE WEST LINE OF SAID DEER PARK ROAD (A 100' RIGHT-OF-WAY) FOR THE NORTHEAST CORNER OF THIS TRACT. SAID ROD BEING IN A CURVE TO THE LEFT WITH A RADIUS OF 1043.14 FEET AND A CHORD WHICH BEARS S 16°52'31" E 347.21 FEET.

THENCE ALONG THE WEST LINE OF SAID DEER PARK ROAD AND SAID CURVE TO THE LEFT AN ARC DISTANCE OF 348.83 FEET TO A FOUND 5/8" IRON ROD (CAPPED – EDWARDS) FOR A CORNER OF THIS TRACT.

THENCE S 26°40'41" E 283.14 FEET ALONG THE WEST LINE OF SAID DEER PARK ROAD TO A FOUND 5/8" IRON ROD (CAPPED – EDWARDS) FOR A CORNER OF THIS TRACT. SAID IRON ROD BEING IN A CURVE TO THE LEFT WITH A RADIUS OF 1328.64 FEET AND A CHORD WHICH BEARS S 33°02'51" E 300.60 FEET.

THENCE ALONG THE WEST LINE OF SAID DEER PARK ROAD AND SAID CURVE TO THE LEFT AN ARC DISTANCE OF 301.24 FEET TO A FOUND 1/2" IRON ROD FOR A CORNER OF THIS TRACT.

THENCE S 39°51'45" E 45.01 FEET ALONG THE WEST LINE OF SAID DEER PARK ROAD TO THE POINT OF BEGINNING.

EXHIBIT A-2
DEER PARK SUBDIVISION -PD ZONING BOUNDARY LEGAL DESCRIPTION

BEING AN 8.496 ACRE TRACT IN THE DAVID MOSES SURVEY, ABSTRACT NO. 537, CITY OF DECATUR, WISE COUNTY, TEXAS AND BEING A PART OF A CALLED 61.131 ACRE TRACT OF LAND DESCRIBED IN DEED RECORDED IN VOLUME 1499, PAGE 276 OFFICIAL PUBLIC RECORDS, WISE COUNTY, TEXAS AND ALSO A PART OF THAT CERTAIN CALLED 60.355 ACRE TRACT OF LAND DESCRIBED IN THE SURVEY AND LEGAL DESCRIPTION CORRECTING SAID 61.131 ACRE TRACT PREPARED BY TOMMY T. EDWARDS R.P.L.S. NO. 1869, ON AUGUST 25, 2004, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CAPPED ½ INCH IRON ROD FOUND AT THE NORTHWEST CORNER OF SAID 61.131 ACRE TRACT, SAME BEING THE NORTHWEST CORNER OF SAID 60.355 ACRE TRACT;

THENCE NORTH 87 DEGREES 55 MINUTES 45 SECONDS EAST, WITH THE NORTH LINE OF SAID 61.131 ACRE TRACT AND THE NORTH LINE OF SAID 60.355 ACRE TRACT, 842.41 FEET TO A CAPPED ½ INCH IRON ROD FOUND FOR CORNER AT THE NORTHEAST CORNER OF SAID 61.131 AND 60.355 ACRE TRACTS AND IN THE WEST LINE OF DEER PARK ROAD ON A CURVE TO THE LEFT HAVING A RADIUS OF 1043.14 FEET;

THENCE ALONG SAID CURVE AND WEST LINE OF DEER PARK ROAD, AN ARC LENGTH OF 206.16 FEET (CHORD OF SOUTH 13 DEGREES 10 MINUTES 18 SECONDS EAST AT 205.82 FEET) TO A CAPPED ½ INCH IRON ROD FOUND FOR CORNER AT THE NORTHEAST CORNER OF A CALLED 37.436 ACRE TRACT AS DESCRIBED IN INSTRUMENT NO. 201327258, COUNTY CLERK RECORDS, WISE COUNTY, TEXAS;

THENCE SOUTH 69 DEGREES 55 MINUTES 46 SECONDS WEST, LEAVING THE WEST LINE OF SAID DEER PARK ROAD 348.54 FEET TO A CAPPED ½ INCH IRON ROD FOUND FOR CORNER AT THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 465.00 FEET;

THENCE ALONG SAID CURVE TO THE LEFT AN ARC LENGTH OF 314.79 FEET (CHORD OF SOUTH 50 DEGREES 35 MINUTES 56 SECONDS WEST AT 308.81 FEET) TO A CAPPED ½ INCH IRON ROD FOUND AT THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 415.00 FEET;

THENCE ALONG SAID CURVE TO THE RIGHT AN ARC LENGTH OF 50.35 FEET (CHORD OF SOUTH 34 DEGREES 40 MINUTES 58 SECONDS WEST AT 50.32 FEET) TO A POINT FOR CORNER;

THENCE NORTH 17 DEGREES 49 MINUTES 42 SECONDS WEST, 365.21 FEET TO A POINT FOR CORNER;

THENCE SOUTH 88 DEGREES 30 MINUTES 31 SECONDS WEST, 200.68 FEET TO FOR CORNER IN THE WEST LINE OF AFOREMENTIONED 61.131 AND 60.355 ACRE TRACTS;

THENCE NORTH 05 DEGREES 18 MINUTES 54 SECONDS EAST, CONTINUING WITH SAID WEST LINE, 194.54 FEET TO THE POINT OF BEGINNING AND CONTAINING 6.058 ACRES OF LAND MORE OR LESS.

EXHIBIT B
DEER PARK
PLANNED DEVELOPMENT STANDARDS

Sec. 1. Purpose and Intent.

(A) Trophy Ridge Apartments (Phase 1), along the Deer Park Road frontage, are designed to meet the current market demands for multi-family development. Deer Run Homes Nouvelle Terrace Lofts (Phase 2) will be developed as single family development featuring affordable 2-story Townhomes. The Homes of Deer Park (Phase 3) will offer more affordable housing in the Decatur area with traditional single-family homes in a mid-density layout. Such use would be compatible within this Planned Development (“PD”). This document details those architectural and technical standards for the orderly development of this PD. Phasing shall be as depicted in this **Exhibit B**. Phase 2 shall be as depicted in **Exhibit B-1**.

(B) When there are conflicts between the standards provided in this document and the provisions of the City’s Zoning Ordinances and Subdivision Ordinances, the provisions herein shall take precedence.

(C) For all issues not addressed by this PD, the provisions of the City of Decatur’s Zoning Ordinances and Subdivision Ordinances shall take precedence.

(D) When there are conflicts between the standards provided in this document and the provisions of the City’s Building and Fire Code, the provisions of the Building and Fire Code shall take precedence.

Sec. 2. Project Location.

(A) The PD is located along Deer Park Road, south of Business Hwy. 380, and on the north and west sides of Rann Elementary. A legal description is attached hereto and incorporated herein as Exhibit “A” and development shall be in accordance with the Concept Plan, attached hereto and incorporated herein as **Exhibit C**. Attached hereto and incorporated herein as **Exhibit C-1** is the **Phase 2**, Concept Plan.

(B) The Preliminary Plats and Final Plats for each of the Phases will be submitted separately, pending approval of the ~~this Amended~~ PD.

Sec. 3 Design Standards.

(A) The following design standards and requirements shall be applicable in the PD:

(1) All uses and standards in Phases 1 and 3 shall conform to the uses and standards for MF and SF-2 zoning districts as listed in the Zoning Ordinance and Design Standards except as noted below:

(a) The requirement for a ten (10) foot linear landscape strip adjacent to all public and private streets is removed.

(b) The minimum separation between all buildings within MF zoning districts shall be 15 feet.

(c) The maximum size limitation of six thousand (6,000) square feet for each Multiple Family structure designed or erected for Multiple Family is removed and replaced with No single structure designed or erected for Multiple Family occupancy shall contain more than twelve thousand (12,000) square feet per floor.

(2) Multi-family development in Phase 1 will have access to Deer Park Road, that is separate and in addition to the access for Phases 2 and 3.

(3) **Nouvelle Terrace Lofts, Phase 2** shall comply with TH, Townhome zoning, except as noted below:

LAND USE AND AREA TABLE

Lot Size (min.)	1764 for one-car garage units 2128 for two-car garage units
Lot Area (sq. ft.) – Based on 2-Story Structures	1764 for one-car garage units (880 First Floor) 2128 for two-car garage units (1,062 First Floor)
Lot Width (ft.) *	23.21 for one-car garage units 28 for two-car garages units
Lot Depth (ft.)	76 for both one-car and two-car units
Maximum Lot Coverage (%)	50 - One-car garage lot coverage (49%) - Two-car garage lot coverage (48%)
Dwelling Regulations	
Minimum Square Footage-Living Area	1400 for one-car garage units 1600 for two-car garage units
Average Square Footage-Living Area	1500
Yard Requirements	
Front Yard Setback (ft.)	20 from property line 26 ½ from curb line
Side Yard Setback (ft.)	0 for attached units 10 for adjacent end units
Side Yard Setback for end units not adjacent to other end units (ft.)	5
Rear Yard Setback (ft.)	10
Minimum Trees Required/ Minimum total diameter required (in.)**	1/ 2.5"

* Lot width shall be measured at front yard setback.

** Reference item (k) below for landscaping requirements.

(a) All streets within the development are private streets and are to measure ~~29~~ 34 feet back to back within a ~~40~~ 45 foot right of way, with the exception of the entryway. Entry streets to the PD will measure 36 feet back to back within a 60 foot right of way. All roadways within the development shall be constructed in conformance with City of Decatur Design Standards and Street Improvement Criteria.

(b) Exterior Wall Materials - A minimum of 50% of the dwelling's total exterior area, minus windows, doors and porches/patios shall be of brick, stone or stucco.

(c) Driveways - Driveways shall be a minimum of 10' wide for one-car garage units and 18' wide for two-car garage units.

(d) Fences - Privacy fences are required and shall be 6 feet in height from grade. Fences

must be made of masonry, wood or architectural metal. The use of chain link fencing is prohibited.

(e) Roofs - Roofs must be covered with composition material and have a minimum roof pitch of 6:12.

(f) House Elevation - No like elevations shall be constructed adjacent to each other. Since these are town home units, different floor plans will accommodate different elevations. There shall be no requirements for skipping of lots on this SF-Townhome subdivision.

(g) Garages - All dwellings will be required to have one-car garage or two-car garages, depending on floor plan. Carports will not be allowed within the development.

(h) Street Lighting - Street lighting shall be provided by the developer throughout the development using uniform thematic fixtures.

(i) Utilities - All proposed utilities within this development shall be placed underground.

(j) Sidewalks - Sidewalks shall be required throughout the development and shall be constructed in segments at the time of development of each separate lot by the homebuilder. Sidewalks along common area shall be constructed by the developer at the same time as all of the major infrastructure. Sidewalks shall be constructed with a width of 4 feet and in compliance with all requirements of Section 106 of the City of Decatur Design Standards.

(k) Landscaping - All landscape elements for individual lots shall be completed prior to the initial occupancy:

(i) Trees - a minimum of 2.5-inches in total diameter shall be installed for each townhome lot.

The selected trees shall be of a large canopy variety as indicated within the City approved plant material list per Section 107 of The City of Decatur Design Standards.

(ii) Shrubs - In accordance with industry standards for plant spacing, the quantity of shrubs

shall equal the width of the house and shall be planted every 2 to 4 feet along the house front except that the portion which abuts the driveway.

(iii) Grass - All turf areas within the front yard or adjacent to public right-of-way shall be solid

turf sod or hydro-mulched. All front yards shall be irrigated.

(iv) Maintenance - Landscape materials shall be kept in healthy, growing condition at all times.

However, should any material die at any time, that material shall be replaced.

(l) Development Entrances - The developer shall provide enhanced landscape features at the entrance into the subdivision. Maintenance of all development entrances shall be the responsibility of the Nouvelle Terrace Lofts' Homeowners Association ("DRHOA"). Schematic of enhanced entrance feature as depicted in **Exhibit D-1**.

(m) Park Dedication - A minimum of .32 acres (or .005 acre per lot) shall be dedicated as common areas in Phase 2. The amenities of the open space shall be provided in accordance with the following schedule:

- (i) Fence around the dog park at 42" high minimum metal fencing
- (ii) The DRHOA will be responsible for the maintenance and upkeep of the common areas
- (iii) Some picnic/BBQ areas
- (iv) Kids playground area

(n) Homeowners Association – A Deer Run Homes Nouvelle Terrace Lofts’ Homeowners Association (DRHOA) shall be formed by the developer prior to the sale of any lots. The DRHOA shall own and maintain all open spaces within the Phase 2 Plat in accordance with the standards set forth in this Planned Development and applicable City ordinances, including without limitation, the City’s Zoning and Subdivision Ordinances. The developer shall provide the City of Decatur with a copy of the DRHOA Bylaws and Certificate of Formation for review. Open spaces shall be as depicted in **Exhibit B-1**.

(4) **Phase 3, Homes of Deer Park** shall comply with SF-2 zoning, except as noted below:

LAND USE AND AREA TABLE

Lot Size (min.)	7500
Lot Area (sq. ft.)	7500
Lot Width (ft.) *	70' (60' for cul de sac lots)
Lot Depth (ft.)	110' (90' for cul de sac lots)
Maximum Lot Coverage (%)	50
Dwelling Regulations	
Minimum Square Footage-Living Area	1600
Average Square Footage-Living Area	1800
Yard Requirements	
Front Yard Setback (ft.)	20
Side Yard Setback (ft.)	5
Side Yard Setback for Corner Lots (ft.)	15 For Residence, 10 For Fencing
Rear Yard Setback (ft.)	10
Minimum Trees Required/ Minimum total diameter required (in.)**	1/ 2.5" for lots less than 8000 Sq. Ft. 2/2.5" for lots 8000 Sq. Ft. – 10000 Sq. Ft 3/2.5" for lots greater than 10000 Sq. Ft.

* Lot width shall be measured at front yard set back.

** Reference item number (k) below for landscaping requirements.

(a) All streets within the development are to measure 31 feet back to back within a 50 foot right of way, with the exception of the entryway. Entry street to the PD will measure 36 feet back to back within a 60 foot right of way. All roadways within the development shall be constructed in conformance with City of Decatur Design Standards and Street Improvement Criteria.

(b) Exterior Wall Materials - A minimum of 75% of the dwelling's total exterior area, minus windows, doors and porches/patios shall be of brick or stone.

(c) Driveways - Driveways shall be a minimum of 18' wide.

(d) Fences - Privacy fences are required and shall be 6 feet in height from grade. Fences must be made of masonry, wood or architectural metal. The use of chain link fencing is

prohibited.

(e) Roofs - Roofs must be covered with composition material and have a minimum roof pitch of 8:12.

(f) House Elevation - No like floor plans and elevations shall be constructed adjacent to each other. Additionally, there shall be a minimum of 7 lots skipped on the same side of the street or 4 lots skipped on the opposite side of the street between units with the same floor plan and same elevation.

(g) Garages - All dwellings are required to have two-car garages. Car ports will not be allowed within the development.

(h) Street Lighting - Street lighting shall be provided by the developer throughout the development using uniform thematic fixtures.

(i) Utilities - All proposed utilities within this development shall be placed underground.

(j) Sidewalks - Sidewalks shall be required throughout the development and shall be constructed in segments at the time of development of each separate lot by the homebuilder. Sidewalks along common area shall be constructed by the developer at the same time as all of the major infrastructure. Sidewalks shall be constructed with a width of 4 feet and in compliance with all requirements of Section 106 of the City of Decatur Design Standards.

(k) Landscaping - All landscape elements for individual lots shall be completed prior to the initial occupancy:

- (i) Trees - a minimum of 2.5-inches in total diameter shall be installed for each town home lot. The selected trees shall be of a large canopy variety as indicated within the City approved plant material list per Section 107 of The City of Decatur Design Standards.
- (ii) Shrubs - In accordance with industry standards for plant spacing, the quantity of shrubs shall equal the width of the house and shall be planted every 2 to 4 feet along the house front except that the portion which abuts the driveway.
- (iii) Grass - All turf areas within the front yard or adjacent to public right-of-way shall be solid turf sod or hydro-mulched. All front yards shall be irrigated.
- (iv) Maintenance - Landscape materials shall be kept in healthy, growing condition at all times. However, should any material die at any time, that material shall be replaced.

(l) Development Entrances - The developer shall provide enhanced landscape features at the entrance into the subdivision. Maintenance of all development entrances shall be the responsibility of the Homes of Deer Park Homeowners Association ("HOA").

(m) Park Dedication - A minimum of .39 acres (or .005 acre per lot) (see Preliminary Plat) shall be dedicated as common areas in Phase 2. The amenities of the open space shall be provided in accordance with the following schedule:

- (i) Playground equipment
- (ii) Fence around the playground area
- (iii) The HOA will be responsible for the maintenance and upkeep of the common areas.

(n) Homeowners Association – A Homes of Deer Park HOA shall be formed by the developer prior to the sale of any lots. The HOA shall own and maintain all open space within the Plat in accordance with the standards set forth in this Planned Development and applicable City ordinances, including without limitation, the City’s Zoning and Subdivision Ordinances. The developer shall provide the City of Decatur with a copy of the HOA Bylaws and Certificate of Formation for review. Open space shall be as depicted in this **Exhibit “B”**.

(B) The Declaration of Covenants and Restrictions:

The Declaration of Covenants and Restrictions for the **Nouvelle Terrace Lofts, Phase 2**, will govern the review, construction, and maintenance of all residences. Notwithstanding the foregoing, in the event of a conflict between the requirements contained within the Declaration of Covenants and Restrictions and the requirements of applicable City Ordinances, Codes, and other state or federal laws or regulations, the stricter standard shall control.

The Declaration of Covenants and Restrictions for the **Homes of Deer Park, Phase 3**, will govern the review, construction, and maintenance of all residences. Notwithstanding the foregoing, in the event of a conflict between the requirements contained within the Declaration of Covenants and Restrictions and the requirements of applicable City Ordinances, Codes, and other state or federal laws or regulations, the stricter standard shall control.

Sec. 4. Development Parameters.

Phase 2, Nouvelle Terrace Lofts shall comply with the following development parameters:

- (A) Density. Residential density shall not exceed 60 total town home units in Phase 2.
- (B) General development criteria.
- (1) All lots shall share a frontage line with a street.
 - (2) All buildings shall have their main entrance opening to a street (except outbuildings).
 - (3) All uses shall be conducted within completely enclosed buildings, unless otherwise specified herein, and no outdoor storage shall be allowed.
- (C) Front of every building shall not be less than twenty-six-and-one-half (26 1/2) feet from the curb line of a through street. Sides of end unit buildings facing a through street shall be at a minimum twenty (20) feet from the curb line. This shall be as depicted in **Exhibit “D-1”**.
- (1) Open Space.
 - (a) A portion of the open space may include playground equipment and will be shown on construction plans.
 - (2) Streets and pedestrian pathways.
 - (a) Traffic control signing shall be established to satisfy intersecting street geometry and installed at entrances and other appropriate locations.
 - (b) Streets shall provide access to all tracts and building lots.
 - (c) All streets and pedestrian pathways shall connect to other streets within the PD and

connect to existing and projected streets outside the PD, if applicable.

(d) Every building lot shall abut a public sidewalk.

(e) All streets shall have a six-inch lay-down curb meeting City Engineering standards.

(f) A curb, meeting City Engineering standards, is required at all street intersections. There shall be curb cuts providing handicap access at all intersections and points of pedestrian crossing meeting City Engineering standards.

(g) All public sidewalks shall be a minimum of four (4) feet wide. This area shall be unobstructed by utility poles, fire hydrants, benches or any other temporary or permanent structures.

(h) Utilities shall run underground.

(i) Where district streets intersect through streets, design of the intersections shall meet all appropriate City Engineering standards.

(3) Parking. Single family townhome units shall each have zero (0) off street parking spaces.

The Homes of Deer Park (Phase 3) shall comply with the following development parameters:

(A) Density. Residential density shall not exceed 85 total single family units in Phase 2.

(B) General development criteria.

(1) All lots shall share a frontage line with a street.

(2) All buildings shall have their main entrance opening to a street (except outbuildings).

(3) All uses shall be conducted within completely enclosed buildings, unless otherwise specified herein, and no outdoor storage shall be allowed.

(C) No building or portion thereof shall be less than twenty-nine-and-one-half (29 ½) feet from the curb line of a through street, except for corner lots that may be twenty-four-and-one-half (24 ½) feet from the side yard curb line.

(1) Open Space.

(a) A portion of the open space will include playground equipment and will be shown on construction plans.

(2) Streets and pedestrian pathways.

(a) Traffic control signing shall be established to satisfy intersecting street geometry and installed at entrances and other appropriate locations.

(b) Streets shall provide access to all tracts and building lots.

(c) All streets and pedestrian pathways shall connect to other streets within the PD and connect to existing and projected streets outside the PD, if applicable.

(d) Every building lot shall abut a public sidewalk.

(e) All streets shall have a six-inch lay-down curb meeting City Engineering standards.

(f) A curb, meeting City Engineering standards, is required at all street intersections. There shall be curb cuts providing handicap access at all intersections and points of pedestrian crossing meeting City Engineering standards.

(g) All public sidewalks shall be a minimum of four (4) feet wide. This area shall be unobstructed by utility poles, fire hydrants, benches or any other temporary or permanent structures.

(h) Utilities shall run underground.

(i) Where district streets intersect through streets, design of the intersections shall meet all appropriate City Engineering standards.

(3) Parking. Single family units shall each have a minimum of two (2) off street parking spaces.

Sec. 5. Ownership and Maintenance of Common Areas and Open Space.

Nouvelle Terrace Lofts, Phase 2 (Single-Family Attached, Townhomes): All land designated on approved plans as common area(s), including without limitation parks, open space areas, and all structures devoted to the common use of the inhabitants of the PD, Phase 2, shall be owned and/or maintained by the Nouvelle Terrace Lofts' HOA (DRHOA).

Homes of Deer Park, Phase 3 (Single-Family Detached): All land designated on approved plans as common area(s), including without limitation parks, open space areas, and all structures devoted to the common use of the inhabitants of the PD, Phase 1 and 3, shall be owned and/or maintained by the Homes of Deer Park HOA.

Exhibit B-1 Preliminary Master Plat

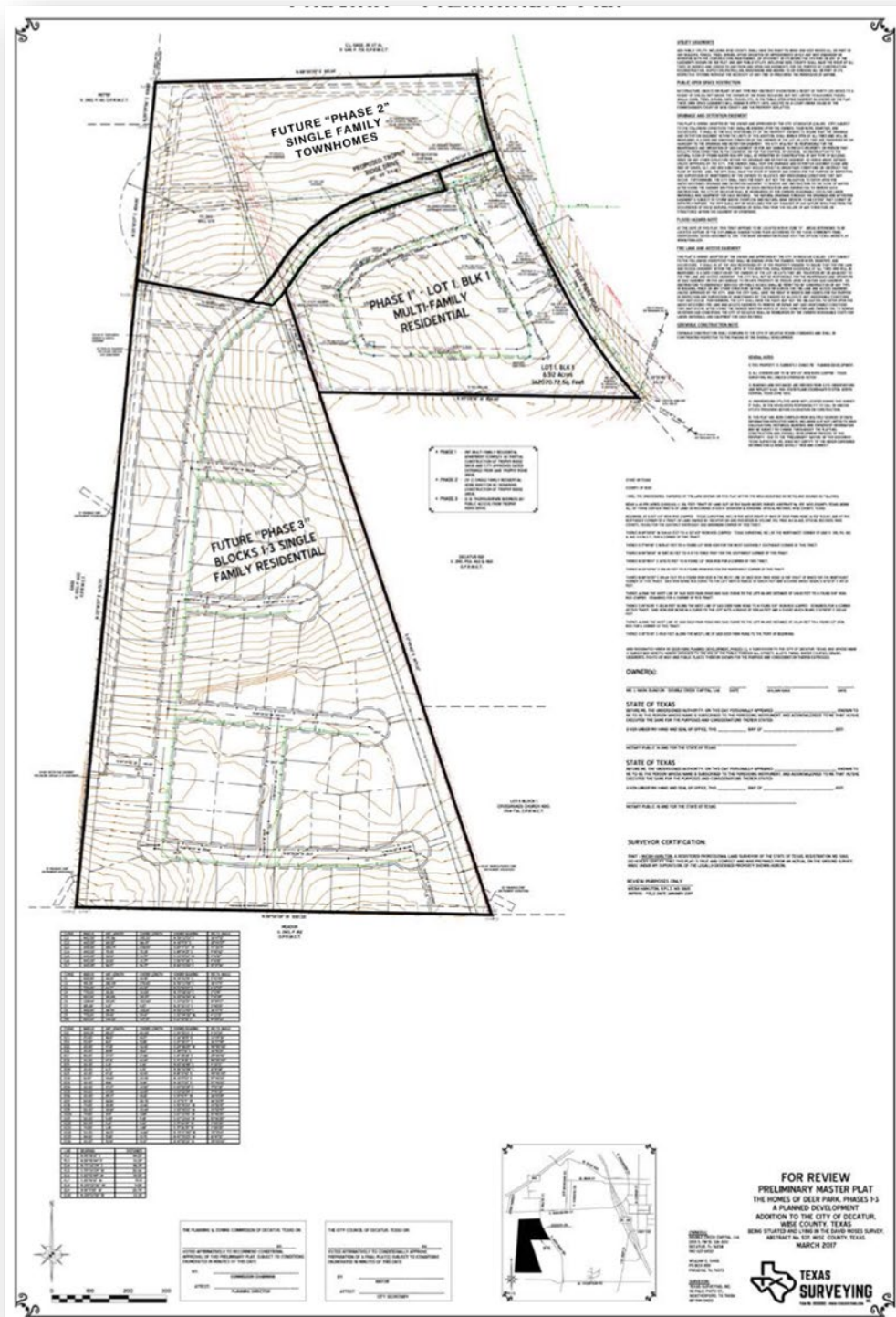


EXHIBIT C-1 EXISTING CONCEPT PLAN

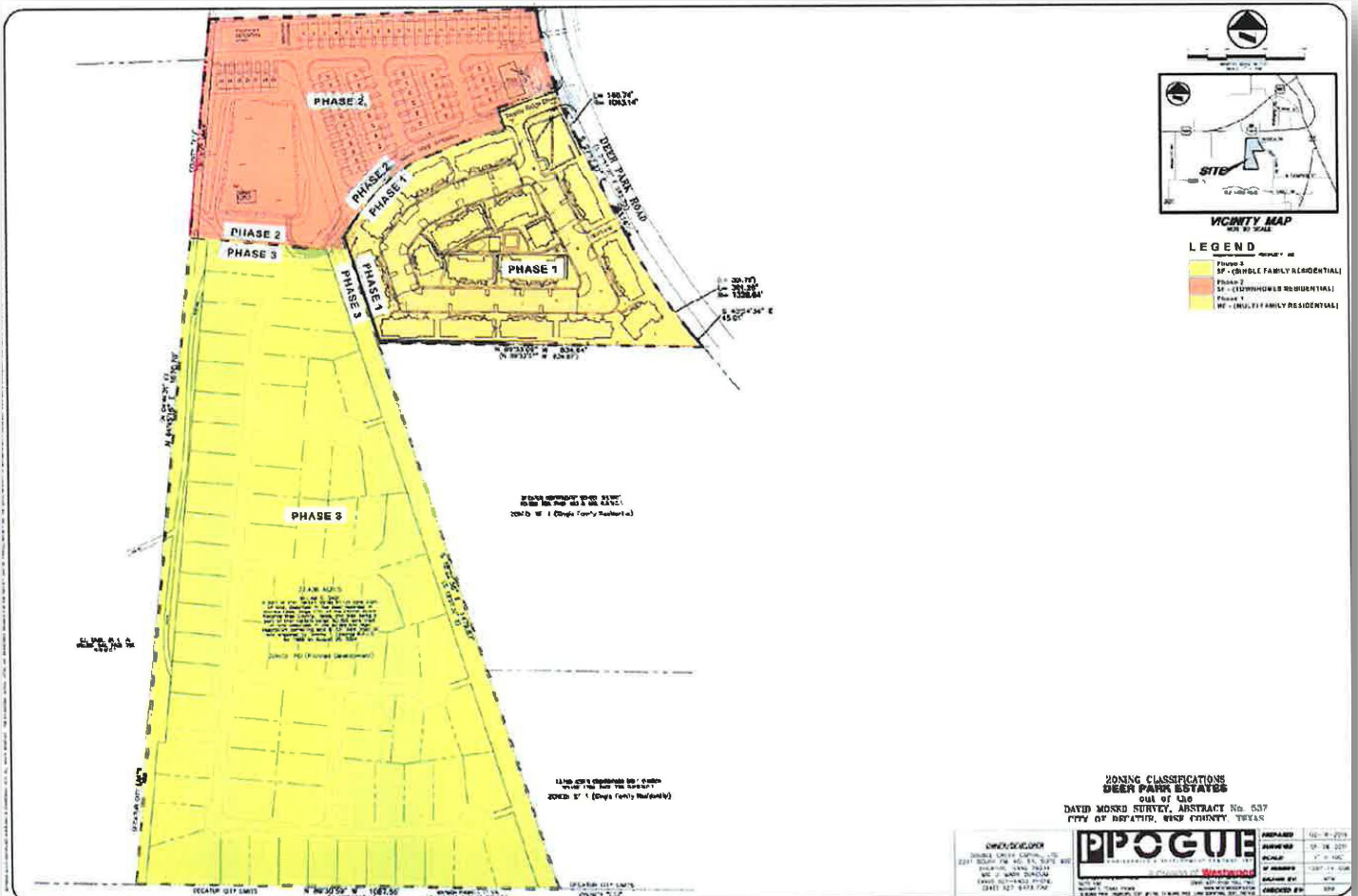


EXHIBIT D-1 EXISTING OPEN SPACE PLAN

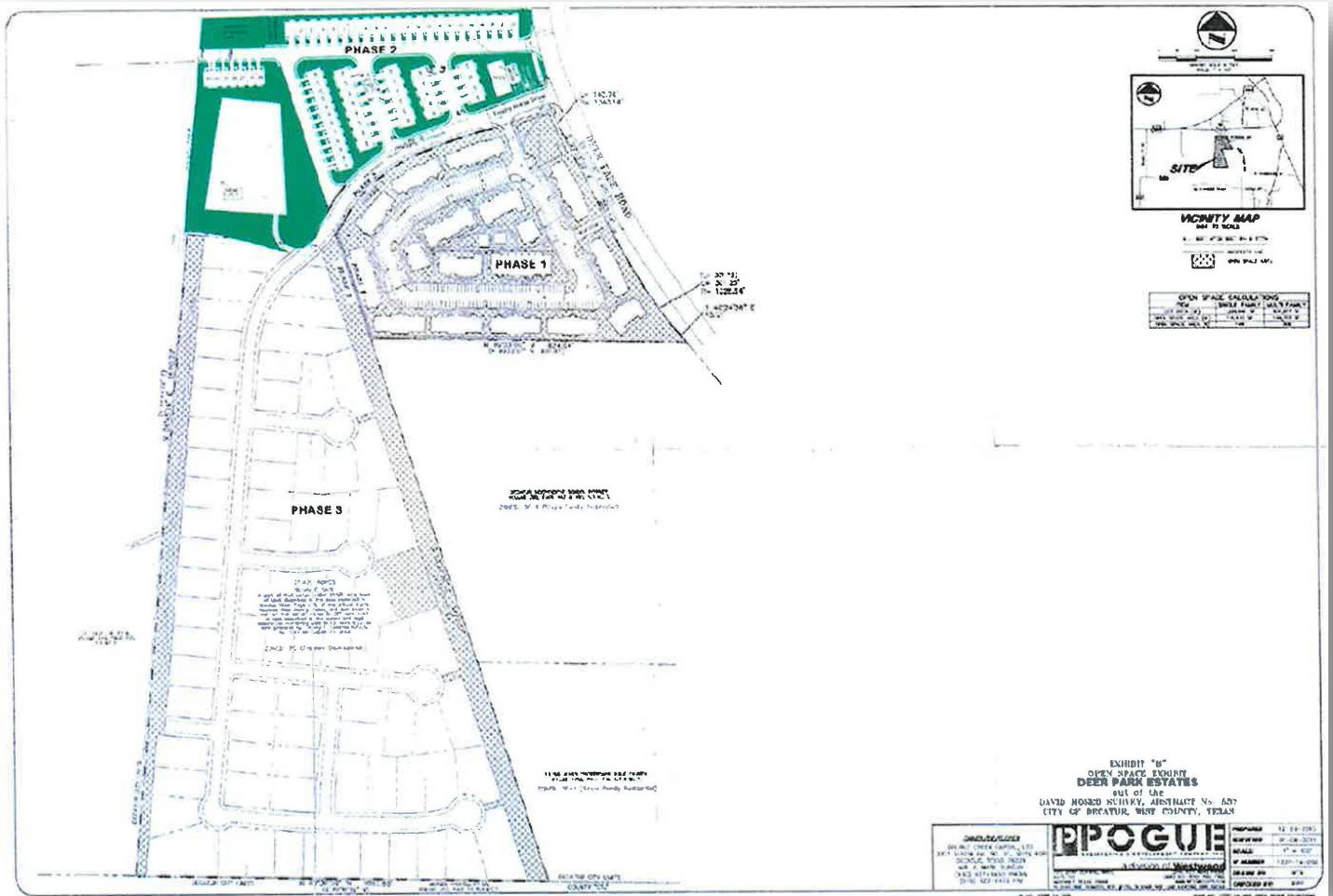


EXHIBIT C-2 PROPOSED CONCEPT PLAN

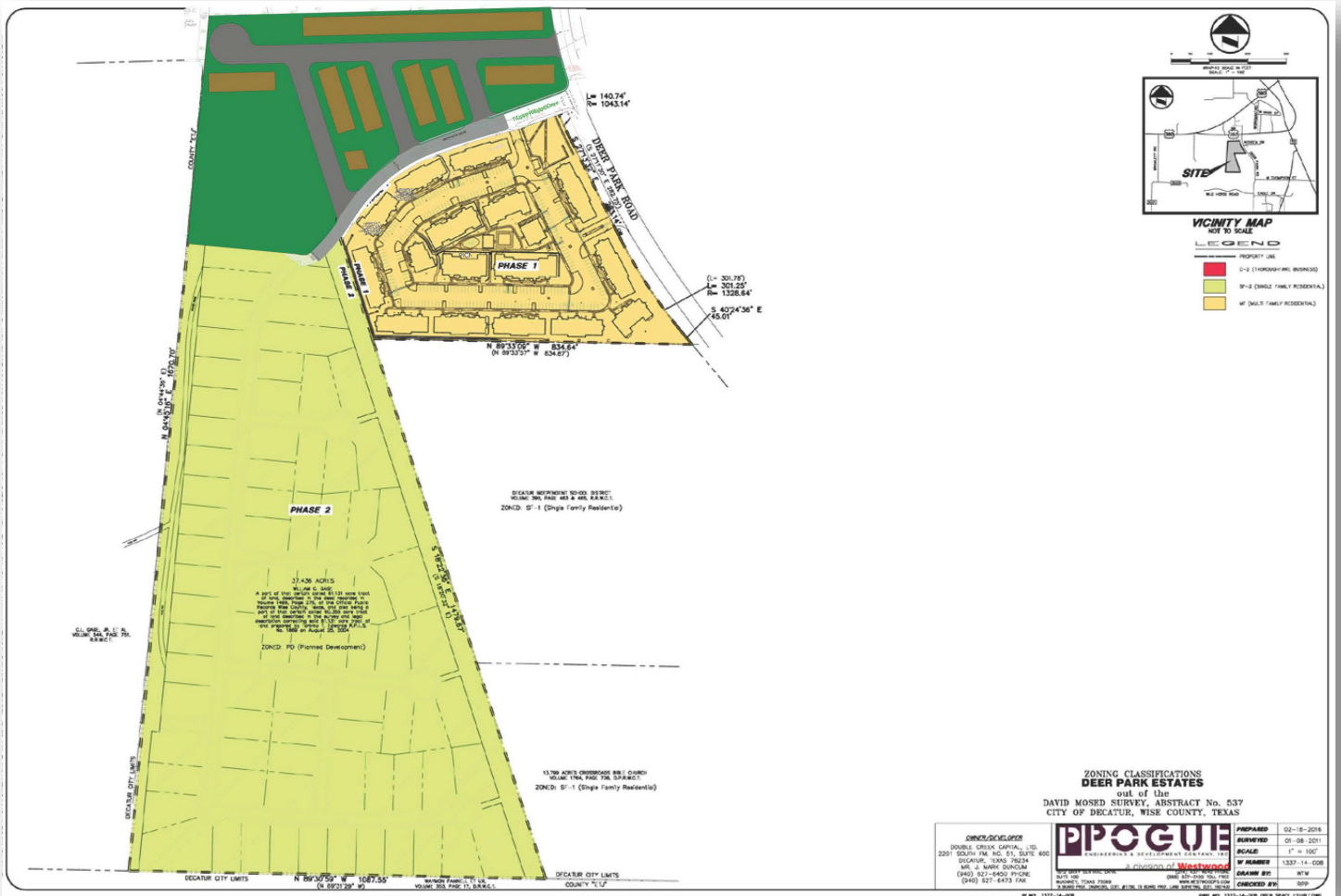
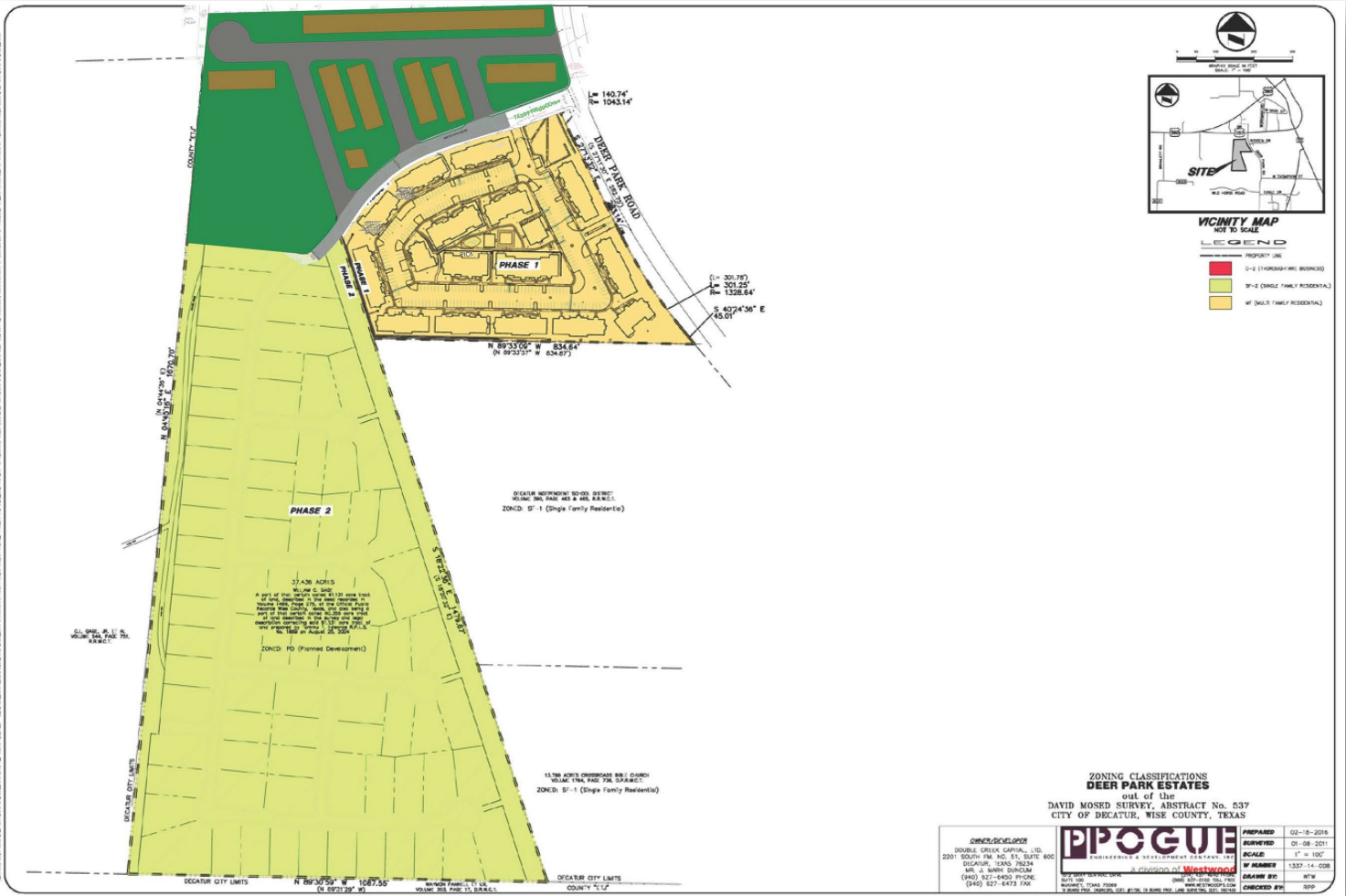


EXHIBIT D-2 PROPOSED OPEN SPACE



ORDINANCE NO. 2026-03-07

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DECATUR, TEXAS, DECLARING UNOPPOSED CANDIDATES IN THE MAY 2, 2026, GENERAL ELECTION ELECTED TO OFFICE; CANCELING THE ELECTION IN THE CITY OF DECATUR FOR THE OFFICE OF MAYOR AND COUNCILMEMBERS FOR PLACES 1, 3, AND 5; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, the City's general election was called for May 2, 2026, for the purpose of electing a Mayor and three (3) Councilmembers to the City Council. Per the Home Rule Charter adopted by election and approved by the voters on November 4, 2025, the terms of the places established for the May 2, 2026, election are as follows: Mayor for a two (2) year term, Place 1 for a two (2) year term, Place 3 for a two (2) year term, and Place 5 for a three (3) year term; and

WHEREAS, the filing deadlines for placement on the ballot and list of write-in candidates has concluded; and

WHEREAS, the City Secretary has certified in writing in **Exhibit A**, attached to this Ordinance and incorporated as if set forth fully herein, that there is no proposition on the ballot, that no person has made a declaration of write-in candidacy, and that the candidates on the ballots for the places listed in Section 2 below are unopposed for election to office; and

WHEREAS, under these circumstances, Subchapter C, Chapter 2, of the Texas Election Code, authorizes the City Council to declare the candidates elected to office and cancel the election for the Office of Mayor and Councilmembers for Places 1, 3, and 5.

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

Section 1: The foregoing recitals are the findings of the City Council and are hereby incorporated into this Ordinance as if set forth fully herein.

Section 2: The following candidates are unopposed in the May 2, 2026, general election, are declared elected to office, and shall be issued certificates of election following the time the election would have been canvassed:

Office of Mayor	Eddie Allen
Office of Councilmember Place 1	Rex Hoskins
Office of Councilmember Place 3	Amanda Cross
Office of Councilmember Place 5	Mike McQuiston

Section 3: The May 2, 2026, general election is canceled for the Office of Mayor and Councilmember for Places, 1, 3, and 5, and the City Secretary is directed to cause a copy of this Ordinance to be posted on election day at each polling place that would have been used in the election.

Section 4: It is declared to be the intent of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance is declared invalid by the judgment or decree of a court of competent jurisdiction, the invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this Ordinance since the City Council would have enacted them without the invalid portion.

Section 5: This Ordinance shall take effect immediately upon its final passage, and it is so ordained.

PRESENTED ON FIRST READING THIS 23rd DAY OF FEBRUARY 2026.

PRESENTED ON SECOND READING AND APPROVED THIS 9TH DAY OF MARCH 2026.

BY A VOTE OF _____ AYES, _____ NAYS, _____ ABSTENTIONS, AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF DECATUR, TEXAS.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Decatur, Texas, on this the 9TH day of March 2026.

APPROVED:

Mike McQuiston, Mayor

ATTEST:

Asucena Delgado, TRMC, CMC, City Secretary

APPROVED AS TO FORM:

Pam Liston, City Attorney

EXHIBIT A to Ordinance No. 2026-03-07

CERTIFICATION OF UNOPPOSED CANDIDATES
Certification of Unopposed Candidates by the City Secretary

I, Asucena Delgado, certify that I was the acting City Secretary of the City of Decatur and the authority responsible for preparing the ballot for the May 2, 2026 general city election. I further certify that no proposition is to appear on the ballot at the election, no person has made a declaration of write-in candidacy, and all of the following candidates are unopposed:

Office of Mayor	Eddie Allen
Office of Councilmember Place 1	Rex Hoskins
Office of Councilmember Place 3	Amanda Cross
Office of Councilmember Place 5	Mike McQuiston

Asucena Delgado, City Secretary
City of Decatur, Texas

Dated 23rd day of February 2026

RESOLUTION NO. R2026-02-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DECATUR, TEXAS, AUTHORIZING THE SUBMISSION OF A TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT (TxCDBG) APPLICATION TO THE TEXAS DEPARTMENT OF AGRICULTURE FOR THE 2026 DOWNTOWN REVITALIZATION PROGRAM; AUTHORIZING A COMPETITIVE PROCUREMENT PROCESS FOR PROFESSIONAL SERVICES; COMMITTING LOCAL MATCHING FUNDS; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the City Council of the City of Decatur desires to develop a viable community, including decent housing, a suitable living environment, and expanded economic opportunities, principally for persons of low-to-moderate income; and

WHEREAS, the Texas Department of Agriculture (TDA) administers the Texas Community Development Block Grant (TxCDBG) Downtown Revitalization Program; and

WHEREAS, the City of Decatur seeks to submit a 2026 Downtown Revitalization/Main Street application under the TxCDBG program; and

WHEREAS, the Downtown District proposed in the application is designed to promote pedestrian-centered economic activity and does not include more than an incidental number of single-family dwellings; and

WHEREAS, the City will provide documentation supporting the Downtown District boundaries, including but not limited to the Comprehensive Plan, Zoning Map, and/or local district designation; and

WHEREAS, the City Council recognizes that a competitive Request for Qualifications (RFQ) process with proof of selection is required for professional services associated with the grant, including grant administration and engineering/design services; and

WHEREAS, the City Council finds it to be in the best interest of the City to authorize the procurement of such professional services in accordance with all applicable state and federal procurement requirements; and

WHEREAS, the City Council understands that grant administration services are limited to \$60,000 or ten percent (10%) of the total grant funds requested, whichever is less, and engineering services are limited to \$85,000 or twelve percent (12%) of the total grant funds requested, whichever is less; and

WHEREAS, the City Council commits to conducting the required public hearings prior to submission of the application and prior to project closeout, to inform the public and solicit input regarding the proposed project.

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

SECTION 1. Application Authorization

The City Council hereby authorizes the submission of a Texas Community Development Block Grant application to the Texas Department of Agriculture for the 2026 Downtown Revitalization Program and directs staff to complete and submit all required forms and documentation through the TDA-GO system, including the Community Application.

SECTION 2. Downtown District and Community Needs

The City shall submit a Community Application that includes:

- A map clearly identifying the boundaries of the Downtown District.
- Supporting documentation validating the Downtown District boundaries; and
- A list of ten (10) to fifteen (15) community needs relevant to the TxCDBG program, each including:
 - A Community Need statement,
 - An Action to Address the Need, and
 - The appropriate Activity Category code.

SECTION 3. Procurement of Professional Services

The City Council authorizes the issuance of a competitive Request for Qualifications (RFQ) for:

1. Grant writing and grant administration services; and
2. Engineering and/or design services associated with eligible construction activities.

Selection of qualified firms may occur at the same meeting as adoption of this resolution or at a subsequent properly posted meeting, in compliance with all applicable federal and state procurement requirements.

SECTION 4. Local Match Commitment

The City of Decatur hereby commits to providing Fifty Thousand Dollars (\$50,000.00) in matching funds toward the project to receive maximum scoring consideration under program guidelines. The source and allocation of matching funds shall be identified prior to execution of any grant contract.

SECTION 5. Public Hearings

The City shall conduct at least one (1) public hearing prior to submission of the application to inform citizens of the proposed TxCDBG project and to solicit public input. The City shall also conduct a public hearing prior to project closeout, as required by program regulations.

SECTION 6. Compliance

The City agrees that, if awarded funding, all grant funds will be used in accordance with all applicable federal, state, and local requirements, including but not limited to:

- Procurement standards
- Environmental review
- Labor standards
- Real property acquisition requirements
- Civil rights requirements
- Program income and financial management standards

PASSED AND APPROVED this 9th day of March 2026, by a vote of ____ ayes, ____ nays, and ____ abstentions, at a regular meeting of the City Council of the City of Decatur, Texas.

Mike McQuiston, Mayor

ATTEST:

Asucena Delgado, TRMC, CMC
City Secretary

PIPELINE LICENSE

THIS PIPELINE LICENSE ("**License**") is made to be effective _____, 20____ (the "**Effective Date**") by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("**Licensor**") and **CITY OF DECATUR**, a Texas municipality ("**Licensee**").

In consideration of the mutual covenants contained herein, the parties agree to the following:

GENERAL

1. Grant of License. Licensor hereby grants Licensee a non-exclusive license, subject to all rights, interests, and estates of third parties, including, without limitation, any leases, use rights, easements, liens, or other encumbrances, and upon the terms and conditions set forth below, to construct and maintain, in strict accordance with the drawings and specifications approved by Licensor as part of Licensee's application process (the "**Drawings and Specifications**"), one (1) pipeline[s], 16 inches in diameter inside a(n) 30 inch steel casing (collectively, the "**Pipeline**"), across or along Licensor's rail corridor at or near the station of Decatur, County of Wise, State of Texas, Line Segment 0485, Mile Post 41.18 as shown on the attached Drawing No. 95916, dated September 25, 2025, attached hereto as **Exhibit "A"** and incorporated herein by reference (the "**Premises**").
2. Term. This License shall commence on the Effective Date and shall continue for a period of twenty-five (25) years, subject to prior termination as hereinafter described.
3. Existing Improvements. Licensee shall not disturb any improvements of Licensor or Licensor's existing lessees, licensees, easement beneficiaries or lien holders, if any, or interfere with the use, repair, maintenance or replacement of such improvements.
4. Use of the Premises. Licensee shall use the Premises solely for construction, maintenance, and use of the Pipeline in accordance with the Drawings and Specifications. The Pipeline shall carry domestic water, and Licensee shall not use the Pipeline to carry any other material or use the Premises for any other purpose. Licensee is expressly prohibited from using or allowing any telecommunication facilities or equipment within the Premises, or using or allowing the use of the Premises for any other purpose.
5. Alterations. Except as set forth in this License, Licensee may not make any alterations to the Premises or permanently affix anything to the Premises or any buildings or other structures adjacent to the Premises without Licensor's prior written consent.

COMPENSATION

6. License Fee. Licensee shall pay Licensor, prior to the Effective Date, a one-time payment (in lieu of recurring periodic fixed license fees) in the amount the sum of Three Thousand Nine Hundred and No/100 Dollars (\$3,900.00) as compensation for the use of the Premises.
7. Costs and Expenses.
 - 7.1 For the purpose of this License, "cost" or "costs" and "expense" or "expenses" includes, but is not limited to, actual labor and material costs including all assignable additives, and material and supply costs at current value where used.
 - 7.2 Licensee agrees to reimburse Licensor (pursuant to the terms of **Section 8** below) for all costs and expenses incurred by Licensor in connection with Licensee's use of the Premises or the presence, construction and maintenance of the Pipeline, including but not limited to the furnishing of Licensor's flaggers and any vehicle rental costs incurred, inspection coordination, safety, mobilization and/or other observation services described in this License (collectively, the "**Services**"). Licensee shall bear the cost of the Services, when deemed necessary by Licensor's representative. Flagging costs shall include, but not be limited to, the following: pay for at least an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays (as applicable); vacation allowance; paid holidays (as applicable); railway and

unemployment insurance; public liability and property damage insurance; health and welfare benefits; transportation; meals; lodging and supervision. Negotiations for railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase flagging rates. Flagging rates in effect at the time of performance by the flaggers will be used to calculate the flagging costs pursuant to this **Section 7**.

7.3 Licensor, at its sole discretion, may elect to designate a third party (the "**Scheduling Agent**"), to perform and/or arrange for the performance of the Services.

8. Payment Terms. All invoices are due thirty (30) days after the date of invoice. If Licensee fails to pay any monies due to Licensor within thirty (30) days after the invoice date, then Licensee shall pay interest on such unpaid sum from the due date until paid at an annual rate equal to the lesser of (i) the prime rate last published in *The Wall Street Journal* in the preceding December plus two and one-half percent (2-1/2%), or (ii) the maximum rate permitted by law.

LICENSOR'S RESERVED RIGHTS

9. Reserved Rights of Use. Licensor excepts and reserves the right, to be exercised by Licensor and any other parties who may obtain written permission or authority from Licensor:

9.1 to maintain, use, operate, repair, replace, modify and relocate any utility, power or communication pipe/lines/cables and appurtenances (other than the Pipeline) and other facilities or structures of like character upon, over, under or across the Premises existing as of the Effective Date;

9.2 to construct, maintain, renew, use, operate, change, modify and relocate any tracks or additional facilities, structures and related appurtenances upon, over, under or across the Premises; or

9.3 to use the Premises in any manner as Licensor in its sole discretion deems appropriate, provided Licensor uses all commercially reasonable efforts to avoid material interference with the use of the Premises by Licensee for the purpose specified in **Section 4** above.

10. Right to Require Relocation. If at any time during the term of this License, Licensor desires the use of its rail corridor in such a manner as would, in Licensor's reasonable opinion, be interfered with by the Pipeline, Licensee shall, at its sole expense, within thirty (30) days after receiving written notice from Licensor to such effect, make such changes in the Pipeline as in the sole discretion of Licensor may be necessary to avoid interference with the proposed use of Licensor's rail corridor, including, without limitation, the relocation of the Pipeline, or the construction of a new pipeline to replace the Pipeline. Notwithstanding the foregoing, Licensee agrees to make all emergency changes and minor adjustments, as determined by Licensor in its sole discretion, to the Pipeline promptly upon Licensor's request.

LICENSEE'S OPERATIONS

11. Construction and Maintenance of the Pipeline.

11.1 Licensee shall not enter the Premises or commence construction unless accompanied by Licensor's representative, the Scheduling Agent or its designee. Licensee shall notify Licensor's representative or the Scheduling Agent at ROWCoordinator@BNSF.com at least ten (10) business days prior to installation of the Pipeline and prior to entering the Premises for any subsequent maintenance thereon. Only in the event of emergency, Licensee shall notify Licensor's Roadmaster of entry onto the Premises, at the telephone 817-740-727, as soon as practicable and shall promptly thereafter follow up with written notice of such entry to the email provided above.

11.2 Licensee's on-site supervisors shall retain/maintain a fully executed copy of this License at all times while on the Premises.

11.3 While on the Premises, Licensee shall use only public roadways to cross from one side of Licensor's tracks to the other.

- 11.4 Any contractors or subcontractors performing work on the Pipeline or entering the Premises on behalf of Licensee shall be deemed servants and agents of Licensee for purposes of this License.
- 11.5 Under no conditions shall Licensee be permitted to conduct any tests, investigations or any other activity using mechanized equipment and/or machinery, or place or store any mechanized equipment, tools or other materials, within twenty-five (25) feet of the centerline of any railroad track on the Premises unless Licensee has obtained prior written approval from Licensor. Licensee shall, at its sole cost and expense, perform all activities on and about the Premises, including without limitation all construction and maintenance of the Pipeline, in such a manner and of such materials as not at any time to endanger or interfere with (i) the existence or use of present or future tracks, roadbeds, or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. If ordered to cease using the Premises at any time by Licensor's personnel due to any hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to monitor Licensee's use of the Premises to determine the safe nature thereof, it being solely Licensee's responsibility to ensure that Licensee's use of the Premises is safe. Neither the exercise nor the failure by Licensor to exercise any rights granted in this Section will alter the liability allocation provided by this License.
- 11.6 Licensee shall, at its sole cost and expense, construct and maintain the Pipeline in such a manner and of such material that the Pipeline will not at any time endanger or interfere with (i) the existence or use of present or future tracks, roadbeds, or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. The construction of the Pipeline shall be completed within one (1) year of the Effective Date, and any subsequent maintenance shall be completed within one (1) year of initiation. Within fifteen (15) days after completion of the construction of the Pipeline or the performance of any subsequent maintenance thereon, Licensee shall, at Licensee's own cost and expense, restore the Premises to substantially their state as of the Effective Date, unless otherwise approved in advance by Licensor in writing. On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense, surrender the Premises to Licensor pursuant to the terms and conditions set forth in **Section 24** hereof.
- 11.7 Licensor may direct one or more of its field engineers or inspectors to observe or inspect the construction and/or maintenance of the Pipeline at any time for compliance with the Drawings and Specifications and Legal Requirements (defined below). Licensee shall reimburse Licensor for the cost of such observation or inspection related services pursuant to **Section 8**. If ordered at any time to halt construction or maintenance of the Pipeline by Licensor's personnel due to non-compliance with the Drawings and Specifications or any other hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to observe or inspect, or to halt work on, the Pipeline, it being solely Licensee's responsibility to ensure that the Pipeline is constructed and maintained in strict accordance with the Drawings and Specifications and in a safe and workmanlike manner in compliance with all terms hereof. Neither the exercise of, nor the failure by Licensor to exercise, any right granted by this Section will alter in any way the liability allocation provided by this License. If at any time Licensee shall, in the sole judgment of Licensor, fail to properly perform its obligations under this **Section 11**, Licensor may, at its option and at Licensee's sole expense, arrange for the performance of such work as it deems necessary for the safety of its operations and activities. Licensee shall promptly reimburse Licensor for all costs and expenses of such work, pursuant to the terms of **Section 8**. Licensor's failure to perform any obligations of Licensee shall not alter the liability allocation hereunder.

12. Boring and Excavation.

- 12.1 Prior to Licensee conducting any boring, excavation, or similar work on or about any portion of the Premises, Licensee shall contact the applicable State's call-before-you-dig utility location service to have 3rd parties mark the location of utilities. Licensee shall explore the proposed location for such work with hand tools to a depth of at least three (3) feet below the surface of the

ground to determine whether pipelines or other structures exist below the surface, provided, however, that in lieu of the foregoing hand-tool exploration, Licensee shall have the right to use suitable detection equipment or other generally accepted industry practice (e.g., consulting with the United States Infrastructure Corporation) to determine the existence or location of pipelines and other subsurface structures prior to drilling or excavating with mechanized equipment. Licensee shall request information from Licensor concerning the existence and approximate location of Licensor's underground lines, utilities, and pipelines at or near the vicinity of the proposed Pipeline by contacting Licensor's Telecommunications Helpdesk, currently at 1-800-533-2891 (option 1, then option 7), at least ten (10) business days prior to installation of the Pipeline. Upon receiving Licensee's timely request, Licensor will provide Licensee with the information Licensor has in its possession regarding any existing underground lines, utilities, and pipelines at or near the vicinity of the proposed Pipeline and, if applicable, identify the location of such lines on the Premises pursuant to Licensor's standard procedures. Licensor does not warrant the accuracy or completeness of information relating to subsurface conditions of the Premises and Licensee's operations will be subject at all times to the liability provisions herein.

- 12.2 For all bores greater than 26-inch diameter and at a depth less than 10.0 feet below bottom of rail, a soil investigation must be performed by Licensee and reviewed by Licensor prior to construction. This study is to determine if granular material is present, and to prevent subsidence during the installation process. If the investigation determines in Licensor's reasonable opinion that granular material is present, Licensor may select a new location for Licensee's use, or may require Licensee to furnish for Licensor's review and approval, in Licensor's sole discretion, a remedial plan to deal with the granular material. Once Licensor has approved any such remedial plan in writing, Licensee shall, at Licensee's sole cost and expense, carry out the approved plan in accordance with all terms thereof and hereof.
- 12.3 No wells shall be installed without prior written approval from Licensor.
- 12.4 Any open hole, boring, or well constructed on the Premises by Licensee shall be safely covered and secured at all times when Licensee is not working in the actual vicinity thereof. Following completion of that portion of the work, all holes or borings constructed on the Premises by Licensee shall be:
 - 12.4.1 filled in to surrounding ground level with compacted bentonite grout; or
 - 12.4.2 otherwise secured or retired in accordance with any applicable Legal Requirement. No excavated materials may remain on Licensor's property for more than ten (10) days, but must be properly disposed of by Licensee in accordance with applicable Legal Requirements.

LIABILITY AND INSURANCE

13. Liability and Indemnification.

- 13.1 For purposes of this License: (a) "**Indemnitees**" means Licensor and Licensor's affiliated companies, partners, successors, assigns, legal representatives, officers, directors, shareholders, employees, and agents; (b) "**Liabilities**" means all claims, liabilities, fines, penalties, costs, damages, losses, liens, causes of action, suits, demands, judgments, and expenses (including, without limitation, court costs, reasonable attorneys' fees, costs of investigation, removal and remediation, and governmental oversight costs) environmental or otherwise; and (c) "**Licensee Parties**" means Licensee and Licensee's officers, agents, invitees, licensees, employees, or contractors, or any party directly or indirectly employed by any of them, or any party they control or exercise control over.

- 13.2 TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS INDEMNITEES FOR, FROM, AND AGAINST ANY AND ALL LIABILITIES OF ANY NATURE, KIND, OR DESCRIPTION DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM, OR RELATED TO (IN WHOLE OR IN PART):
- 13.2.1 THIS LICENSE, INCLUDING, WITHOUT LIMITATION, ITS ENVIRONMENTAL PROVISIONS,
 - 13.2.2 ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS LICENSE,
 - 13.2.3 LICENSEE'S OCCUPATION AND USE OF THE PREMISES,
 - 13.2.4 THE ENVIRONMENTAL CONDITION AND STATUS OF THE PREMISES CAUSED BY OR CONTRIBUTED TO BY LICENSEE, OR
 - 13.2.5 ANY ACT OR OMISSION OF ANY LICENSEE PARTY.
- 13.3 TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE NOW AND FOREVER WAIVES AND WILL INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM ANY AND ALL CLAIMS THAT BY VIRTUE OF ENTERING INTO THIS LICENSE, LICENSOR IS A GENERATOR, OWNER, OPERATOR, ARRANGER, OR TRANSPORTER FOR THE PURPOSES OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT, AS AMENDED ("CERCLA") OR OTHER ENVIRONMENTAL LAWS (DEFINED BELOW). NOTHING IN THIS LICENSE IS MEANT BY EITHER PARTY TO CONSTITUTE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES AND THIS LICENSE SHOULD NOT BE SO CONSTRUED. IF ANY AGENCY OR COURT CONSTRUES THIS LICENSE TO BE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES, LICENSEE AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INDEMNITEES FOR ANY LIABILITIES RELATED TO THAT CONSTRUCTION OF THIS LICENSE. IN NO EVENT AS BETWEEN LICENSOR AND LICENSEE AS TO USE OF THE PREMISES AS CONTEMPLATED BY THIS LICENSE SHALL LICENSOR BE RESPONSIBLE TO LICENSEE FOR THE ENVIRONMENTAL CONDITION OF THE PREMISES.
- 13.4 IF ANY EMPLOYEE OF ANY LICENSEE PARTY ASSERTS THAT HE OR SHE IS AN EMPLOYEE OF ANY INDEMNITEE, TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM AND AGAINST ANY LIABILITIES ARISING OUT OF OR RELATED TO (IN WHOLE OR IN PART) ANY SUCH ASSERTION INCLUDING, BUT NOT LIMITED TO, ASSERTIONS OF EMPLOYMENT BY AN INDEMNITEE RELATED TO THE FOLLOWING OR ANY PROCEEDINGS THEREUNDER: THE FEDERAL EMPLOYERS' LIABILITY ACT, THE SAFETY APPLIANCE ACT, THE LOCOMOTIVE INSPECTION ACT, THE OCCUPATIONAL SAFETY AND HEALTH ACT, THE RESOURCE CONSERVATION AND RECOVERY ACT, AND ANY SIMILAR STATE OR FEDERAL STATUTE.
- 13.5 THE FOREGOING OBLIGATIONS OF LICENSEE SHALL NOT APPLY TO THE EXTENT LIABILITIES ARE PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE, BUT SHALL APPLY TO ALL OTHER LIABILITIES, INCLUDING THOSE ARISING FROM OR ATTRIBUTED TO ANY OTHER ALLEGED OR ACTUAL NEGLIGENCE, INTENTIONAL ACTS, OR STRICT LIABILITY OF ANY INDEMNITEE.
- 13.6 Upon written notice from Licensor, Licensee agrees to assume the defense of any lawsuit or other proceeding brought against any Indemnatee by any entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for and/or save and hold harmless any Indemnatee. Licensee shall pay all costs and expenses incident to such defense, including, but not limited to, reasonable attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.

14. Personal Property Risk of Loss. **ALL PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, FIXTURES, EQUIPMENT, OR RELATED MATERIALS UPON THE PREMISES WILL BE AT THE RISK OF LICENSEE ONLY, AND NO INDEMNITEE WILL BE LIABLE FOR ANY DAMAGE THERETO OR THEFT THEREOF, WHETHER OR NOT DUE IN WHOLE OR IN PART TO THE NEGLIGENCE OF ANY INDEMNITEE.**

15. Insurance. Licensee shall, at its sole cost and expense, procure and maintain during the term of this License the following insurance coverage:

15.1 Commercial General Liability “CGL” Insurance.

- a. The policy will provide a minimum of \$5,000,000 per occurrence and an aggregate limit of at least \$10,000,000 but in no event will the coverage be in an amount less than the amount otherwise carried by Licensee. Coverage must be purchased on a post 2004 ISO occurrence form or equivalent and include coverage for, but not limited to, the following:
 - Bodily Injury and Property Damage
 - Personal Injury and Advertising Injury
 - Fire legal liability
 - Products and completed operations
 - Contractual Liability for an “Insured Contract” consistent with the definition under the standard ISO general liability policy form.
- b. This policy will include the following endorsements or language, which shall be indicated on or attached to the certificate of insurance:
 - The definition of “Insured Contract” will be amended to remove any exclusion or other limitation for any work being done within 50 feet of Licensor’s property;
 - Waiver of subrogation in favor of and acceptable to Licensor;
 - Additional insured endorsement in favor of and acceptable to Licensor and Jones Lang LaSalle Brokerage, Inc. to include coverage for ongoing and completed operations;
 - Separation of insureds;
 - The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.
- c. The parties agree that the workers’ compensation and employers’ liability related exclusions in the CGL policy(s) are intended to apply to employees of the policyholder and will not apply to Licensor’s employees.
- d. No other endorsements that limit coverage with respect to Licensee’s obligations under this agreement may be included on the policy.

15.2 Business Automobile Insurance.

- a. The insurance will provide minimum coverage with a combined single limit of at least \$1,000,000 per accident, and include coverage for, but not limited to the following:
 - Bodily injury and property damage.
 - Any and all vehicles owned, used or hired.
- b. The policy will include the following endorsements or language, which will be indicated on or attached to the certificate of insurance:
 - Waiver of subrogation in favor of and acceptable to Licensor;
 - Additional insured endorsement in favor of and acceptable to Licensor;
 - Separation of insureds;
 - The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.

15.3 Workers' Compensation and Employers' Liability Insurance.

- a. The policy will provide coverage of all employees performing any part of the installation or maintenance of the Pipeline including coverage for, but not limited to:
 - Licensee's statutory liability under the workers' compensation laws of the state(s) in which the work or services under this agreement are to be performed. The policy will cover all of Licensee's employees, regardless of whether such coverage is optional under the law of that state(s).
 - Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.
- b. The policy will include contain the following endorsements or language, which shall be indicated on or attached to the certificate of insurance:
 - Waiver of subrogation in favor of and acceptable to Licensor.

15.4 Railroad Protective Liability Insurance. The policy will name only Licensor as the Insured and will provide coverage of at least \$5,000,000 per occurrence and \$10,000,000 in the aggregate. The coverage obtained under this policy shall only be effective during the initial installation and/or construction of the Pipeline. **THE CONSTRUCTION OF THE PIPELINE SHALL BE COMPLETED WITHIN ONE (1) YEAR OF THE EFFECTIVE DATE.** If further maintenance of the Pipeline is needed at a later date, an additional Railroad Protective Liability Insurance Policy shall be required. The policy will be issued on a standard ISO form CG 00 35 12 04 and include the following:

- Endorsed to include the Pollution Exclusion Amendment.
- Endorsed to include the Limited Seepage and Pollution Endorsement.
- Endorsed to remove any exclusion for punitive damages.
- Endorsed to include Evacuation Expense Coverage Endorsement.
- No other endorsements restricting coverage may be added.
- The original policy must be provided to Licensor and Licensee shall not perform any work or services of any kind under this agreement until Licensor has reviewed and approved the policy.
- The definition of "Physical Damage to Property" will be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured's care, custody and control (including, but not limited to rolling stock and their contents, mechanical construction equipment or motive power equipment, railroad tracks, roadbeds, catenaries, signals, tunnels, bridges and buildings) arising out of the acts or omissions of the contractor named on the Declarations."

In lieu of providing a Railroad Protective Liability Policy, for a period of one (1) year from the Effective Date, Licensee may participate in Licensor's Blanket Railroad Protective Liability Insurance Policy available to Licensee or its contractor. The limits of coverage are the same as above. The cost is \$1266.00.

- Licensee may **elect** to participate in Licensor's Blanket Policy;
- Licensee **declines** to participate in Licensor's Blanket Policy.

15.5 Intentionally Deleted.

15.6 Other Requirements:

- 15.6.1 Where allowable by law, no exclusion for punitive damages may be included in any policy.
- 15.6.2 Licensee agrees to waive its right of recovery against Licensor for all claims and suits against Licensor. In addition, Licensee's insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against Licensor for all claims and suits. Licensee further waives its right of recovery, and its insurers also waive their right of

subrogation against Licensor for loss of Licensee's owned or leased property or property under Licensee's care, custody, or control.

- 15.6.3 Allocated Loss Expense, including but not limited to defense costs and expenses, will be in addition to all policy limits for coverage under the insurance requirements.
- 15.6.4 Licensee is not allowed to self-insure without the prior written consent of Licensor. If Licensor allows Licensee to self-insure, Licensee shall directly cover any self-insured retention or other financial responsibility for claims in lieu of insurance. Any and all Licensor liabilities that would otherwise be covered by Licensee's insurance in accordance with the provisions of this agreement, will be covered as if Licensee elected not to include a self-insured retention or other financial responsibility for claims.
- 15.6.5 Prior to entering the Premises or commencing any work related to the installation or subsequent maintenance of the Pipeline, Licensee shall furnish to Licensor an acceptable certificate(s) of insurance from an authorized representative evidencing the required coverage(s), endorsements, and amendments.
- 15.6.6 Licensee shall notify BNSF in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration of any insurance requirement.
- 15.6.7 Any insurance policy shall be written by a reputable insurance company acceptable to Licensor or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.
- 15.6.8 If the coverage provided by any of the insurance policies required by this agreement is purchased on a "claims made" basis, Licensee hereby agrees to maintain coverage in force for a minimum of three years after expiration, cancellation or termination of this agreement.
- 15.6.9 Licensee agrees to provide evidence to Licensor that it has the required coverage in place at least annually or in the event of a renewal or material change of coverage
- 15.6.10 Licensee represents that this License has been thoroughly reviewed by Licensee's insurance agent(s)/broker(s), and that Licensee has instructed them to procure the insurance coverage required by this License.
- 15.6.11 Not more frequently than once every five years, Licensor may, at its discretion, reasonably modify the insurance requirements to reflect the then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.
- 15.6.12 If Licensee will subcontract any portion of the operation, Licensee shall require that the subcontractor provide and maintain insurance coverage(s) as set forth herein, naming Licensor as an additional insured. In addition, Licensee shall require that the subcontractor shall release, defend and indemnify Licensee to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Licensor under this agreement.
- 15.6.13 Failure to provide evidence as required by this section shall entitle, but not require, Licensor to terminate this License immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Licensee's obligations hereunder.
- 15.6.14 The fact that Licensee obtains insurance (including, without limitation, self-insurance) shall not release or diminish Licensee's liabilities or obligations including, without limitation, the liabilities and obligations under the indemnity provisions of the License. Damages recoverable by Licensor shall not be limited by the amount of the required insurance coverage.

- 15.6.15 In the event of a claim or lawsuit involving BNSF arising out of this Agreement, Licensee will make the policy covering such claims or lawsuits available to BNSF.
- 15.6.16 If Licensee maintains broader coverage and/or higher limits than the minimum requirements in this Agreement, BNSF requires and shall be entitled to the broader coverage and/or the higher limits. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to BNSF.
- 15.6.17 These insurance provisions are intended to be a separate and distinct obligation on the part of the Licensee. Therefore, these provisions shall be enforceable and Licensee shall be bound thereby regardless of whether or not indemnity provisions are determined to be enforceable in the jurisdiction in which the work or services are performed under this License.
- 15.6.18 For purposes of this **Section 15**, Licensor shall mean "Burlington Northern Santa Fe, LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

COMPLIANCE WITH LAWS, REGULATIONS, AND ENVIRONMENTAL MATTERS

16. Compliance with Laws, Rules, and Regulations.

- 16.1 Licensee shall observe and comply with any and all applicable federal, state, local, and tribal laws, statutes, regulations, ordinances, orders, covenants, restrictions, or decisions of any court of competent jurisdiction ("**Legal Requirements**") relating to the construction, maintenance, and use of the Pipeline and the use of the Premises.
- 16.2 Prior to entering the Premises, Licensee shall and shall cause its contractor(s) to comply with all of Licensor's applicable safety rules and regulations. Licensee must ensure that each of its employees, contractors, agents or invitees entering upon the Premises completes the safety orientation program at the Website "www.BNSFcontractor.com" (the "**Safety Orientation**") within one year prior to entering upon the Premises. Additionally, Licensee must ensure that each and every employee of Licensee, its contractors, agents and invitees possess a card certifying completion of the Safety Orientation prior to entering upon the Premises. Licensee must renew (and ensure that its contractors, agents or invitees, as applicable, renew) the Safety Orientation annually.
- 16.3 Licensee shall obtain on or before the date it or its contractor enters the Premises, any and all additional rights-of way, easements, licenses and other agreements relating to the grant of rights and interests in and/or access to the Premises (collectively, the "**Rights**") and such other rights, licenses, permits, authorizations, and approvals (including without limitation, any necessary local, state, federal or tribal authorizations and environmental permits) that are necessary in order to permit Licensee to construct, maintain, own and operate the Pipeline and otherwise to perform its obligations hereunder in accordance with the terms and conditions hereof.
- 16.4 Licensee shall either require that the initial stated term of each such Rights be for a period that does not expire, in accordance with its ordinary terms, prior to the last day of the term of this License or, if the initial stated term of any such Right expires in accordance with its ordinary terms on a date earlier than the last day of the term of this License, Licensee shall, at its cost, exercise any renewal rights thereunder, or otherwise acquire such extensions, additions and/or replacements as may be necessary, in order to cause the stated term thereof to be continued until a date that is not earlier than the last day of the term of this License.
- 16.5 Upon the expiration or termination of any Right that is necessary in order for Licensee to own, operate or use the Pipeline in accordance with the terms and conditions of this License, this License thereby shall automatically expire upon such expiration or termination of the Right.

17. Environmental.

- 17.1 Licensee shall strictly comply with Environmental Laws (as defined below). Licensee shall not maintain a treatment, storage, transfer or disposal facility, or underground storage tank, as defined by Environmental Laws on the Premises. Licensee shall not release or suffer the release of oil or Hazardous Materials (as defined below) on or about the Premises.
- 17.2 Except as specifically set forth in Section 4 of this License, Licensee covenants that it will not handle or transport Hazardous Materials through the Pipeline or on Licensor's property. Upon request by Licensor, Licensee agrees to furnish Licensor with proof, satisfactory to Licensor, that Licensee is in compliance with the provisions of this **Section 17.2**.
- 17.3 Licensee shall give Licensor immediate notice to Licensor's Resource Operations Center at (800) 832-5452 of any known (i) release of Hazardous Materials on, from, or affecting the Premises, (ii) violation of Environmental Laws, or (iii) inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Licensee's use of the Premises. Licensee shall use its best efforts to immediately respond to any release on, from, or affecting the Premises. Licensee also shall give Licensor prompt notice of all measures undertaken on behalf of Licensee to investigate, remediate, respond to or otherwise cure such release or violation.
- 17.4 If Licensor has notice from Licensee or otherwise of a release or violation of Environmental Laws arising in any way with respect to the Pipeline which occurred or may occur during the term of this License, Licensor may require Licensee, at Licensee's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises or Licensor's right-of-way.
- 17.5 Licensee shall immediately report to Licensor's Resource Operations Center at (800) 832-5452 any conditions or activities upon the Premises known to Licensee which create a risk of harm to persons, property or the environment and shall take all reasonable actions necessary to prevent injury to persons, property, or the environment arising out of such conditions or activities; provided, however, that Licensee's reporting to Licensor shall not relieve Licensee of any obligation whatsoever imposed on it by this License. Licensee shall promptly respond to Licensor's request for information regarding said conditions or activities.
- 17.6 During the term of this License, Licensor may, at Licensor's option, require Licensee to conduct an environmental audit, including but not limited to sampling, of the Premises through an environmental consulting engineer acceptable to Licensor, at Licensee's sole cost and expense, to determine if any noncompliance or environmental damage to the Premises has occurred during occupancy thereof by Licensee. The audit shall be conducted to Licensor's satisfaction and a copy of the audit report shall promptly be provided to Licensor for its review. Licensee shall pay all expenses for any remedial or corrective action that may be required as a result of said audit to correct any noncompliance or environmental damage, and Licensee shall diligently pursue and complete all necessary work prior to termination of this License. Licensee's obligations under this Section 17.6 shall survive termination of this License.
- 17.7 Notwithstanding anything in this Section 17, the parties agree that Licensor has no duty or obligation to monitor Licensee's use of the Premises to determine Licensee's compliance with Environmental Laws, it being solely Licensee's responsibility to ensure that Licensee's use of the Premises is compliant. Neither the exercise nor the failure by Licensor to exercise any rights granted in this Section will alter the liability allocation provided by this License.
- 17.8 "**Environmental Law(s)**" shall mean any federal, state, local, or tribal law, statute, ordinance, code, rule, regulation, policy, common law, license, authorization, decision, order, or injunction which pertains to health, safety, any Hazardous Material, or the environment (including but not limited to ground, air, water, or noise pollution or contamination, and underground or above-ground tanks) and shall include, without limitation, CERCLA 42 U.S.C. §9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §5101 et seq.; the Federal Water Pollution Control Act, 33 U.S.C.

§1251 et seq.; the Clean Air Act, 42 U.S.C. §7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. §300f et seq.; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. 11001 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. 136 to 136y; the Oil Pollution Act, 33 U.S.C. 2701 et seq.; and the Occupational Safety and Health Act, 29 U.S.C. 651 et seq.; all as have been amended from time to time, and any other federal, state, local, or tribal environmental requirements, together with all rules, regulations, orders, and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

- 17.9 **"Hazardous Material(s)"** shall include but shall not be limited to any substance, material, or waste that is regulated by any Environmental Law or otherwise regulated by any federal, state, local, or tribal governmental authority because of toxic, flammable, explosive, corrosive, reactive, radioactive or other properties that may be hazardous to human health or the environment, including without limitation asbestos and asbestos-containing materials, radon, petroleum and petroleum products, urea formaldehyde foam insulation, methane, lead-based paint, polychlorinated biphenyl compounds, hydrocarbons or like substances and their additives or constituents, pesticides, agricultural chemicals, and any other special, toxic, or hazardous (i) substances, (ii) materials, or (iii) wastes of any kind, including without limitation those now or hereafter defined, determined, or identified as "hazardous chemicals", "hazardous substances," "hazardous materials," "toxic substances," or "hazardous wastes" in any Environmental Law.

DISCLAIMER OF WARRANTIES

18. No Warranties.

18.1 **LICENSOR'S DUTIES AND WARRANTIES ARE LIMITED TO THOSE EXPRESSLY STATED IN THIS LICENSE AND SHALL NOT INCLUDE ANY IMPLIED DUTIES OR IMPLIED WARRANTIES, NOW OR IN THE FUTURE. NO REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE BY LICENSOR OTHER THAN THOSE CONTAINED IN THIS LICENSE. LICENSEE HEREBY WAIVES ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PREMISES OR WHICH MAY EXIST BY OPERATION OF LAW OR IN EQUITY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

18.2 **LICENSOR MAKES NO WARRANTY, REPRESENTATION OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED, CONCERNING (A) THE SCOPE OF THE LICENSE OR OTHER RIGHTS GRANTED HEREUNDER TO LICENSEE OR (B) WHETHER OR NOT LICENSEE'S CONSTRUCTION, MAINTENANCE, OWNERSHIP, USE OR OPERATION OF THE PIPELINE WILL VIOLATE OR INFRINGE UPON THE RIGHTS, INTERESTS AND ESTATES OF THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY LEASES, USE RIGHTS, EASEMENTS AND LIENS OF ANY THIRD PARTY.**

19. Disclaimer of Warranty for Quiet Enjoyment. **LICENSOR DOES NOT WARRANT ITS TITLE TO THE PREMISES NOR UNDERTAKE TO DEFEND LICENSEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE.**

20. Eviction at Risk of Licensee. In case of the eviction of Licensee by anyone owning, claiming title to, or claiming any interest in the Premises, or by the abandonment by Licensor of the affected rail corridor, Licensor shall not be liable (i) to refund Licensee any compensation paid hereunder, except for the pro-rata part of any recurring charge paid in advance, or (ii) for any damages or costs Licensee sustains in connection with the eviction.

LIENS AND TAXES

21. Liens and Charges. Licensee shall promptly pay and discharge any and all liens arising out of any construction, alterations or repairs done, suffered or permitted to be done by Licensee on the Premises. Licensor is hereby authorized to post any notices or take any other action upon or with respect to the

Premises that is or may be permitted by law to prevent the attachment of any such liens to the Premises; provided, however, that failure of Licensor to take any such action shall not relieve Licensee of any obligation or liability under this **Section 21** or any other Section of this License.

22. Taxes. Licensee shall pay when due any taxes, assessments or other charges (collectively, "**Taxes**") levied or assessed by any governmental or quasi-governmental body upon the Pipeline or any other improvements constructed or installed on the Premises by or for Licensee (collectively, the "**Improvements**") or any Taxes levied or assessed against Licensor or the Premises that are attributable to the Improvements.

DEFAULT, TERMINATION, AND SURRENDER

23. Default and Termination. In addition to and not in limitation of Licensor's right to terminate for failure to provide evidence of insurance as required pursuant to the terms of **Section 15**, the following events are also deemed to be events of default pursuant to which Licensor has the right to terminate as set forth below:

23.1 If default shall be made in any of Licensee's covenants, agreements, or obligations contained in this License and Licensee fails to cure said default within thirty (30) days after written notice is provided to Licensee by Licensor, or in case of any assignment or transfer of this License in violation of **Section 26** below, Licensor may, at its option, terminate this License by serving five (5) days' notice in writing upon Licensee. Notwithstanding the foregoing, Licensor shall have the right to terminate this License immediately if Licensee fails to provide evidence of insurance as required in **Section 15**.

23.2 Should Licensee not comply fully with the obligations of **Section 17** regarding the handling or transporting of Hazardous Materials, notwithstanding anything contained in any other provision of this License, Licensor may, at its option, terminate this License by serving five (5) days' notice in writing upon Licensee.

23.3 Any waiver by Licensor of any default or defaults shall not constitute a waiver of the right to terminate this License for any subsequent default or defaults, nor shall any such waiver in any way affect Licensor's ability to enforce any Section of this License. The remedies set forth in this **Section 23** shall be in addition to, and not in limitation of, any other remedies that Licensor may have at law or in equity.

23.4 In addition to and not in limitation of Licensor's rights to terminate this License for failure to provide evidence of insurance or occurrence of defaults as described above, this License may be terminated by either party, at any time, by serving thirty (30) days' written notice of termination upon the other party. Such termination shall not release either party hereto from any liability or obligation under the License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or thereafter in case by the terms of the License it is provided that anything shall or may be done after termination hereof.

24. Surrender of the Premises.

24.1 On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense:

24.1.1 if so directed by Licensor in writing, remove the Improvements, the Pipeline and all appurtenances thereto, or, at the sole discretion of Licensor, fill and cap or otherwise appropriately decommission the Pipeline with a method satisfactory to Licensor;

24.1.2 report and restore any damage to the Premises or Licensor's other property arising from, growing out of, or connected with Licensee's use of the Premises;

24.1.3 remedy any unsafe conditions on the Premises created or aggravated by Licensee; and

- 24.1.4 leave the Premises in substantially the condition which existed as of the Effective Date, or as otherwise agreed to by Licensor.
- 24.2 Upon any expiration or termination of this License, if Licensee fails to surrender the Premises to Licensor or if Licensee fails to complete its obligations under **Section 24.1** above (the "**Restoration Obligations**"), Licensee shall have a limited license to enter upon the Premises solely to the extent necessary for Licensee to complete the Restoration Obligations, and all liabilities and obligations of Licensee hereunder shall continue in effect until the Premises are surrendered and the Restoration Obligations are completed. Neither termination nor expiration shall release Licensee from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination, or, if later, the date when Licensee surrenders the Premises and all of the Restoration Obligations are completed.
- 24.3 If Licensee fails to complete the Restoration Obligations within thirty (30) days after the date of such termination of its tenancy, then Licensor may, at its election, either: (i) remove the Pipeline and the other Improvements or otherwise restore the Premises, and in such event Licensee shall, within thirty (30) days after receipt of bill therefor, reimburse Licensor for cost incurred, (ii) upon written notice to Licensee, take and hold the Pipeline and the other Improvements and personal property as its sole property, without payment or obligation to Licensee therefor, or (iii) specifically enforce Licensee's obligation to restore and/or pursue any remedy at law or in equity against Licensee for failure to so restore. Further, if Licensor has consented to the Pipeline and the other Improvements remaining on the Premises following termination, Licensee shall, upon request by Licensor, provide a bill of sale in a form acceptable to Licensor conveying the Pipeline and the other Improvements to Licensor for no additional consideration.

MISCELLANEOUS

25. Successors and Assigns. All provisions contained in this License shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and assigns of Licensor and Licensee to the same extent as if each such successor and assign was named a party to this License.
26. Assignment.
- 26.1 Licensee may not sell, assign, transfer, or hypothecate this License or any right, obligation, or interest herein (either voluntarily or by operation of law, merger, or otherwise) without the prior written consent of Licensor, which consent may not be unreasonably withheld or delayed by Licensor. Any attempted assignment by Licensee in violation of this **Section 26** shall be a breach of this License and, in addition, shall be voidable by Licensor in its sole and absolute discretion.
- 26.2 For purposes of this **Section 26**, the word "assign" shall include without limitation (a) any sale of the equity interests of Licensee following which the equity interest holders of Licensee immediately prior to such sale own, directly or indirectly, less than 50% of the combined voting power of the outstanding voting equity interests of Licensee, (b) any sale of all or substantially all of the assets of (i) Licensee and (ii) to the extent such entities exist, Licensee's parent and subsidiaries, taken as a whole, or (c) any reorganization, recapitalization, merger or consolidation involving Licensee. Notwithstanding the foregoing, any reorganization, recapitalization, merger or consolidation following which the equity interest holders of Licensee immediately prior to such reorganization, recapitalization, merger or consolidation own, directly or indirectly, at least 50% of the combined voting power of the outstanding voting equity interests of Licensee or any successor thereto or the entity resulting from such reorganization, recapitalization, merger or consolidation shall not be deemed an assignment. THIS LICENSE SHALL NOT RUN WITH THE LAND WITHOUT THE EXPRESS WRITTEN CONSENT OF LICENSOR, SUCH CONSENT TO BE IN LICENSOR'S SOLE DISCRETION.

26.3 Notwithstanding the provisions of **Section 26.1** above or anything contained in this License to the contrary, if Licensee sells, assigns, transfers, or hypothecates this License or any interest herein in contravention of the provisions of this License (a "**Purported Assignment**") to another party (a "**Purported Transferee**"), the Purported Transferee's enjoyment of the rights and privileges granted under this License shall be deemed to be the Purported Transferee's agreement to be bound by all of the terms and provisions of this License, including but not limited to the obligation to comply with the provisions of **Section 15** above concerning insurance requirements. In addition to and not in limitation of the foregoing, Licensee, for itself, its successors and assigns, shall indemnify, defend and hold harmless Licensor for all Liabilities of any nature, kind or description of any person or entity directly or indirectly arising out of, resulting from or related to (in whole or in part) a Purported Assignment. The provisions of this **Section 26.3** shall survive the expiration or earlier termination of this License.

26.4 Licensor shall have the right to transfer and assign, in whole or in part, all of its rights and obligations under this License, and upon any such transfer or assignment, Licensor shall be released from any further obligations hereunder, and Licensee agrees to look solely to the successor in interest of Licensor for the performance of such obligations.

27. Notices. Any notice, invoice, or other writing required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if (i) placed in the United States mail, certified, return receipt requested, or (ii) deposited into the custody of a nationally recognized overnight delivery service, addressed to the party to be notified at the address for such party specified below, or to such other address as the party to be notified may designate by giving the other party no less than thirty (30) days' advance written notice of such change in address.

If to Licensor: Jones Lang LaSalle Brokerage, Inc.
2650 Lou Menk Drive, MOB2
Fort Worth, TX 76131
Attn: Permits/Licenses

with a copy to: BNSF Railway Company
2650 Lou Menk Dr.
Fort Worth, TX 76131
Attn: Senior Manager Real Estate

If to Licensee: City of Decatur
201 E Walnut Street
Decatur, Texas 76234

28. Survival. Neither termination nor expiration will release either party from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration, or, if later, the date when the Pipeline and the other Improvements are removed and the Restoration Obligations are completed in accordance with the terms hereof.

29. Recordation. It is understood and agreed that this License shall not be placed or allowed to be placed on public record.

30. Applicable Law. All questions concerning the interpretation or application of provisions of this License shall be decided according to the substantive laws of the State of Texas without regard to conflicts of law provisions.

31. Severability. To the maximum extent possible, each provision of this License shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this License shall be prohibited by, or held to be invalid under, applicable law, such provision shall be ineffective solely to the extent of such prohibition or invalidity, and this shall not invalidate the remainder of such provision or any other provision of this License.

32. Integration. This License is the full and complete agreement between Licensor and Licensee with respect to all matters relating to Licensee's use of the Premises, and supersedes any and all other agreements between the parties hereto relating to Licensee's use of the Premises as described herein. However, nothing herein is intended to terminate any surviving obligation of Licensee or Licensee's obligation to defend and hold Licensor harmless in any prior written agreement between the parties.
33. Joint and Several Liability. If Licensee consists of two or more parties, all the covenants and agreements of Licensee herein contained shall be the joint and several covenants and agreements of such parties.
34. Waiver. The waiver by Licensor of the breach of any provision herein by Licensee shall in no way impair the right of Licensor to enforce that provision for any subsequent breach thereof.
35. Interpretation.
- 35.1 This License shall be interpreted in a neutral manner, and not more strongly for or against any party based upon the source of the draftsmanship; both parties hereby agree that this License shall not be subject to the principle that a contract would be construed against the party which drafted the same. Article titles, headings to sections and paragraphs and the table of contents (if any) are inserted for convenience of reference only and are not intended to be a part or to affect the meaning or interpretation hereof. The exhibit or exhibits referred to herein shall be construed with and as an integral part of this License to the same extent as if they were set forth verbatim herein.
- 35.2 As used herein, "include", "includes" and "including" are deemed to be followed by "without limitation" whether or not they are in fact followed by such words or words of like import; "writing", "written" and comparable terms refer to printing, typing, lithography and other means of reproducing words in a visible form; references to any person are also to that person's successors and permitted assigns; "hereof", "herein", "hereunder" and comparable terms refer to the entirety hereof and not to any particular article, section, or other subdivision hereof or attachment hereto; references to any gender include references to the masculine or feminine as the context requires; references to the plural include the singular and vice versa; and references to this License or other documents are as amended, modified or supplemented from time to time.
36. Counterparts. This License may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed documents, and counterparts of this License may also be exchanged electronically and any electronic version of any party's signature shall be deemed to be an original signature for all purposes.
37. Licensor's Representative. Jones Lang LaSalle Brokerage, Inc. is acting as representative for BNSF Railway Company.

END OF PAGE – SIGNATURE PAGE FOLLOWS

This License has been duly executed by the parties hereto as of the Effective Date.

LICENSOR:

BNSF Railway Company, a Delaware corporation

By: Jones Lang LaSalle Brokerage, Inc.
2650 Lou Menk Drive, MOB2
Fort Worth, TX 76131

By: _____
Patricia Villegas
Vice President, Permits

LICENSEE:

City of Decatur, a Texas municipality

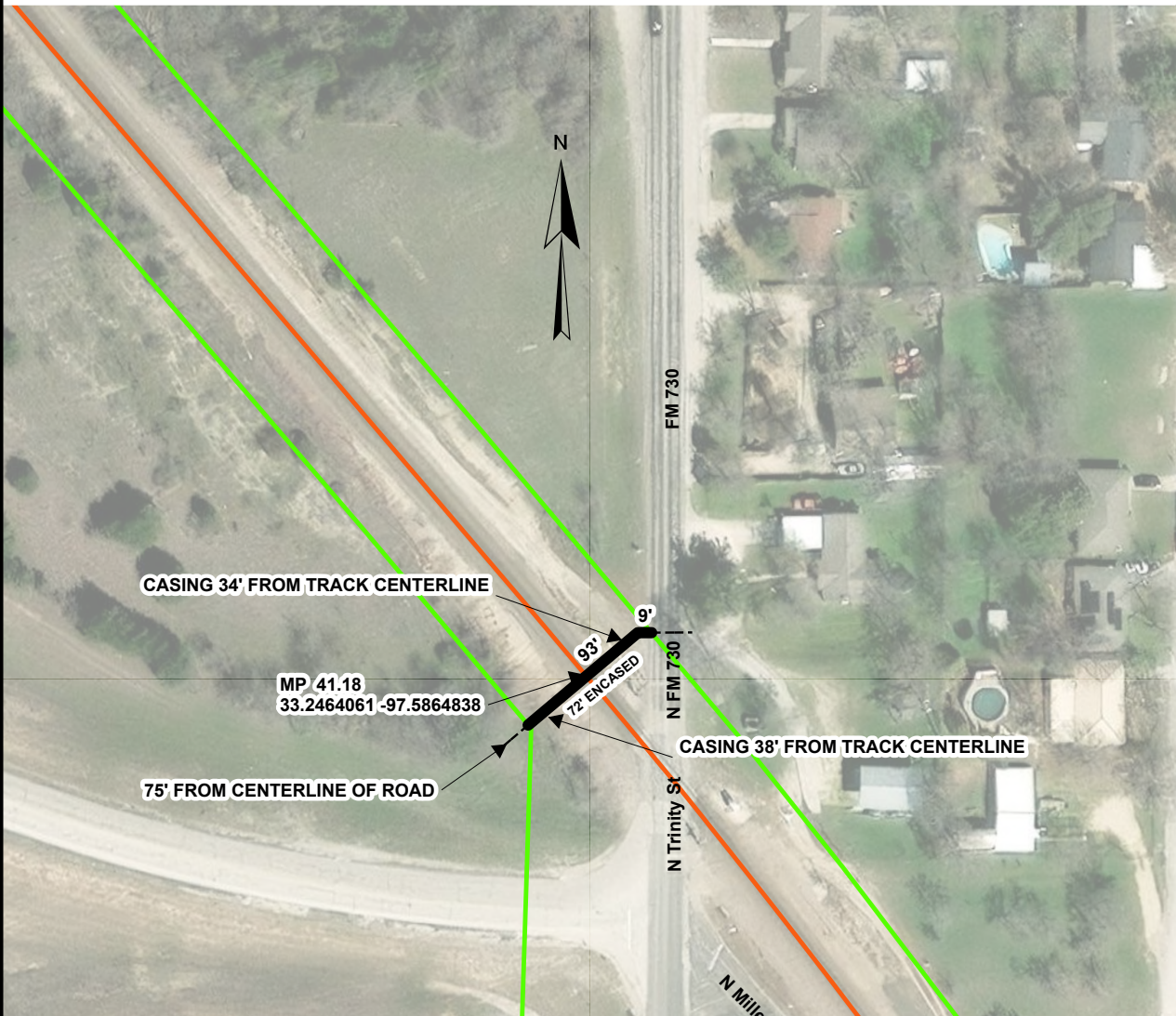
By: _____
Name: _____
Title: _____

SCALE: 1 IN = 100 FT
 RED RIVER DIV.
 WICHITA FALLS SUBDIV.
 L.S. 0485 MP: 41.18
 DATE: 9/25/2025

EXHIBIT "A"

SURVEY:
 MUNGER, N M

MAP REF. S58070



DESCRIPTION OF PIPELINE
 PIPELINE SHOWN BOLD

	CARRIER PIPE	CASING PIPE		CARRIER PIPE	CASING PIPE
SIZE:	16"	30"	LENGTH ON R/W:	102'	72'
CONTENTS:	DOMESTIC WATER		WORKING PRESSURE:	40 PSI	
PIPE MATERIAL:	PVC	STEEL	BURY: BASE/RAIL TO TOP OF CASING		12'
SPECIFICATIONS / GRADE:	C900	API 5CT	BURY: NATURAL GROUND		12'
WALL THICKNESS:	1.242"	0.469"	BURY: ROADWAY DITCHES		-
COATING:	-	-	CATHODIC PROTECTION		NO

VENTS: NUMBER _ _ SIZE _ _ HEIGHT OF VENT ABOVE GROUND _ _

NOTE: CASING TO BE JACKED OR DRY BORED ONLY

DECATUR
 COUNTY OF WISE

STATE OF TX

JPG

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This is a First Amendment to the Professional Services Agreement (“Agreement”) first entered into on January 27, 2025, between the **City of Decatur, Texas**, a Texas home-rule municipality (“City”) and **Libertas Decatur, LP**, a Texas limited partnership (“Developer”).

WHEREAS, Section 8 of the Agreement provides that it can be amended by written instrument signed by the Developer and the City; and

WHEREAS, a need has arisen for a pipeline to be installed to serve the Nature Creek Reserve development; and

WHEREAS, the pipeline installation shall be memorialized in an agreement between the City and BNSF Railroad; and

WHEREAS, the Developer has reviewed, understands, and has agreed to pay all costs and expenses related to the installation of the pipeline as stated in the Pipeline License Agreement between the City and BNSF Railroad;

NOW THEREFORE, in consideration of the mutual benefits and promises contained in the Agreement and for other good and valuable consideration, the Parties agree as follows:

1. Recitals. That the representations, covenants, and recitations set forth above are incorporated into and made part of this First Amendment to the Agreement.
2. Exhibits. **Exhibit A** containing a map of the pipeline, referenced in this First Amendment to the Agreement is incorporated herein for all purposes. **Exhibit B** is the Pipeline License Agreement between the City and BNSF Railroad for the pipeline installation, the costs as set forth in the Pipeline License shall be paid by the Developer.
3. Developer agrees to pay the costs of all insurance policies required in **Exhibit B**.
4. Developer agrees to cover all costs related to the pipeline and as required in **Exhibit B** until such time the City takes ownership of the pipeline.
5. Developer agrees to cover all costs of litigation, including any settlements or awards, specified in **Exhibit B** to the extent they relate to work performed by Developer or obligations of the Developer until such time the City takes ownership of the pipeline.
6. Developer agrees to provide costs for any attorneys required under the terms of **Exhibit B** and Item 5 above.
7. Developer agrees to pay the costs of all environmental studies required in **Exhibit B** to the extent they related to work performed by Developer.

8. Developer agrees to pay all costs related to compliance with all regulatory authorities as stated in **Exhibit B** to the extent they relate to work performed by Developer.
9. Developer agrees to assume all costs of indemnification, if any should materialize, as stated in **Exhibit B** to the extent they relate to work performed by Developer.
10. Should other payments be required of the City by BNSF or ordered by a court of competent jurisdiction arising under the terms and conditions of **Exhibit B**, to the extent they relate to work performed by Developer, Developer agrees to cover all such payments.
11. All other terms of the Agreement entered into on January 27, 2025, shall remain in full force and effect and apply to this First Amendment as if fully incorporated herein, except that this First Amendment shall survive until such time as each condition, term, and potential liability stated in **Exhibit B** has expired.

The Developer hereby certifies, represents, and warrants that the individual executing this First Amendment to the Agreement on behalf of the Developer is duly authorized and has full authority to execute this First Amendment to the Agreement and bind the Developer to the same. The City hereby certifies, represents, and warrants that the execution of this First Amendment to the Agreement is duly authorized, and the Mayor has full authority to execute this First Amendment to the Agreement and bind the City to same.

IN WITNESS WHEREOF, this First Amendment to the Professional Services Agreement has the Effective Date of February 23, 2026.

CITY:
CITY OF DECATUR, TEXAS

By: _____
Mike McQuiston, Mayor

ATTEST:

Asucena Delgado, City Secretary

STATE OF TEXAS §
COUNTY OF WISE §

This instrument was acknowledged before me on the 23rd day of February, 2026, by Mike McQuiston, Mayor of the City of Decatur, on behalf of the City.

Notary Public, State of Texas
(Seal)

DEVELOPER:
LIBERTAS DECATUR, LP
A Texas limited partnership

By: _____
Kyle Gill, _____

STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of February, 2026, by Kyle Gill, the _____ of Libertas Decatur, LP, a Texas limited partnership, on behalf of said company.

Notary Public, State of Texas
(Seal)

**CITY OF DECATUR, TEXAS
ORDINANCE NO. 2026-03-08**

AN ORDINANCE OF THE CITY OF DECATUR, TEXAS, AMENDING APPENDIX V, "CONSTRUCTION STANDARDS," OF APPENDIX A, "SUBDIVISIONS," OF THE CODE OF ORDINANCES TO ALLOW INCORPORATE STANDARDIZED METER BOX DETAILS; PROVIDING A SAVINGS AND REPEALER CLAUSE; PROVIDING SEVERABILITY; PROVIDING A PENALTY FOR VIOLATIONS OF THIS ORDINANCE UPON CONVICTION IN AN AMOUNT NOT TO EXCEED FIVE HUNDRED DOLLARS (\$500.00) FOR EACH OFFENSE; AND PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, the City of Decatur is a home rule municipality acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

WHEREAS, Chapters 211 through 214 of the Texas Local Government Code, among other laws, govern the regulation of subdivisions within the corporate and jurisdictional boundaries of Texas cities; and

WHEREAS, the City Council has investigated and determined it in the best interest of the public safety, health, and welfare of all citizens to amend the subdivision ordinance to incorporate standardized meter box details to the construction standards of the City.

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

SECTION 1.

INCORPORATION OF PREMISES

The foregoing recitals are the findings of the City Council and are hereby incorporated into this Ordinance as if set forth fully herein.

SECTION 2.

AMENDMENTS AND ADDITIONS

Appendix V, "Construction Standards," of Appendix A, "Subdivisions," of the Code of Ordinances of the City of Decatur, Texas, is hereby amended as set forth in **Exhibit A**, which is incorporated herein for all purposes. The amendment incorporates standardized meter box details into the construction standards.

SECTION 3.

SAVINGS AND REPEALER

That this Ordinance shall be cumulative of all other ordinances of the City of Decatur and shall not repeal any of the provisions of such ordinances, except in those instances where provisions of such ordinances are in direct conflict with the provisions of this Ordinance. Provided however, that any complaint, action, claim or lawsuit which has been initiated or has arisen under or pursuant to any such ordinance on the date of adoption of this

Ordinance shall continue to be governed by the provisions of such ordinance and for that purpose the ordinance shall remain in full force and effect.

**SECTION 4.
SEVERABILITY**

That it is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this ordinance shall be declared void, ineffective or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such voidness, ineffectiveness or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this ordinance, since the same would have been enacted by the City Council without the incorporation herein of any such void, ineffective or unconstitutional phrase, clause, sentence, paragraph, or section.

**SECTION 5.
PENALTY**

It shall be unlawful for any person, corporation, or other entity to violate any provision of this Ordinance, and any person violating or failing to comply with any provision of this Ordinance shall be fined, upon conviction, an amount not to exceed Five Hundred Dollars (\$5,000.00) for each violation. This Ordinance specifically dispenses with the necessity of the allegation of a culpable mental state.

**SECTION 6.
PUBLICATION AND EFFECTIVE DATE**

This Ordinance shall take effect on its final passage and publication as required by Charter and Texas law, and it is so ordained.

PRESENTED ON FIRST READING on the 23rd day of February, 2026.

PASSED AND APPROVED by the City Council of the City of Decatur, Texas, this the 9th day of March, 2026, by a vote of ___ ayes, ___ nays, and ___ abstentions, at a regular meeting of the City Council of the City of Decatur, Texas.

APPROVED:

Mike McQuiston, MAYOR

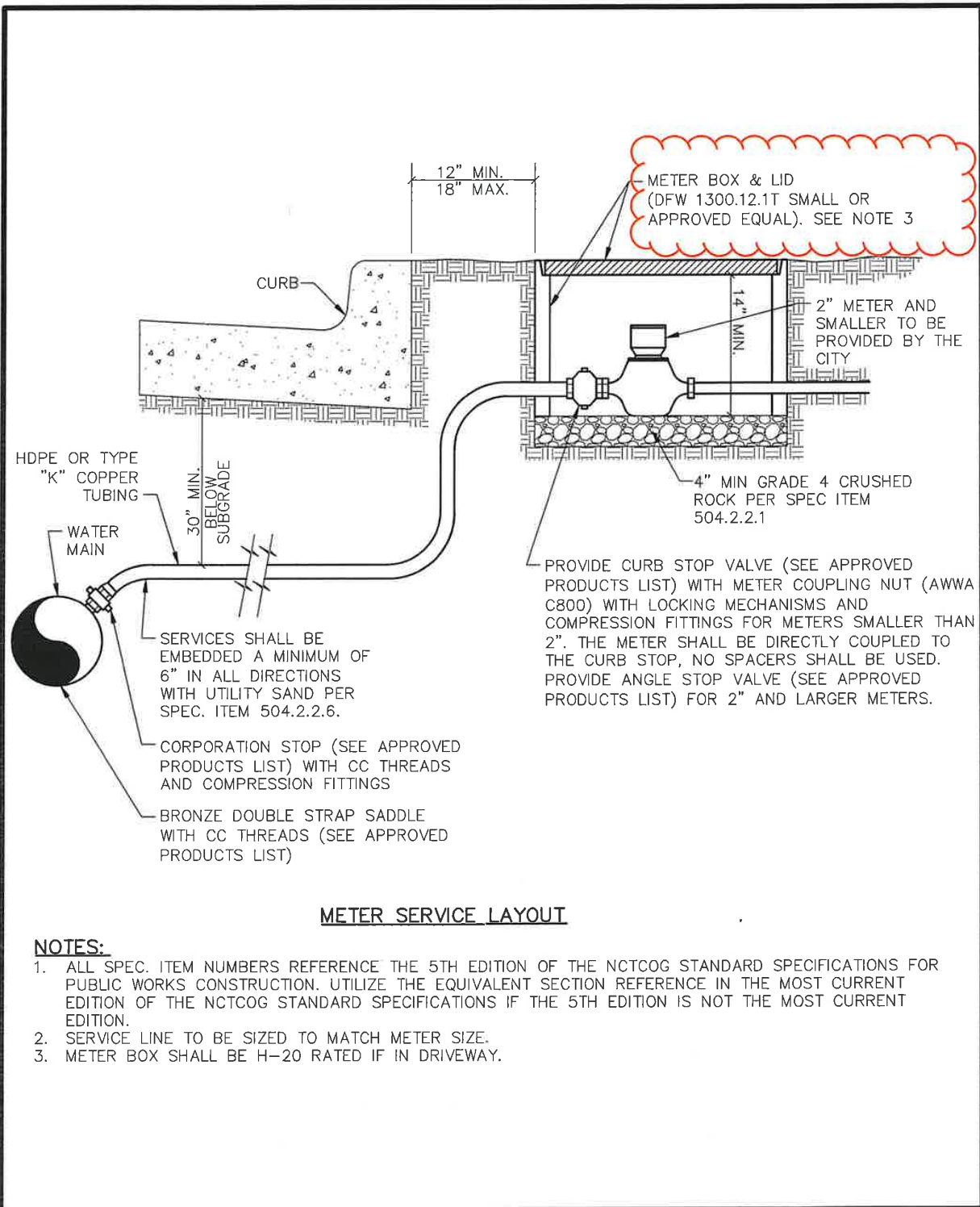
ATTEST:


Asucena Delgado, CITY SECRETARY

APPROVED AS TO FORM:

Pamela H. Liston, CITY ATTORNEY

EXHIBIT A



	City of Decatur Construction Standards	3/4"-2" WATER SERVICE ASSEMBLY	REVISED JAN 2026
			W-02

PERFORMANCE AGREEMENT

This **PERFORMANCE AGREEMENT** by and between **THE CORPORATION FOR ECONOMIC DEVELOPMENT OF THE CITY OF DECATUR, TEXAS**, a Texas non-profit corporation (hereinafter referred to as the “EDC”); and **HAWTHORNE MACHINERY CO.**, a California company (hereinafter referred to as “Developer”), is made and executed on the following recitals, terms and conditions.

WHEREAS, the EDC is a Type A economic development corporation created pursuant to Chapter 504 of the Texas Local Government Code, as amended; and

WHEREAS, Section 501.101 of the Texas Local Government Code, in pertinent part, defines the term “project” to mean “land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements that are: (1) for the creation or retention of primary jobs; and (2) found by the board of directors to be required or suitable for the development, retention, or expansion of: (A) manufacturing and industrial facilities; (B) research and development facilities; (C) military facilities, including closed or realigned military bases; . . . (F) recycling facilities; . . . (I) distribution centers; (J) small warehouse facilities capable of serving as decentralized storage and distribution centers; (K) primary job training facilities for use by institutions of higher education; or (L) regional or national corporate headquarters facilities”; and

WHEREAS, Section 501.103 of the Texas Local Government Code, in pertinent part, defines the term “project” to mean “expenditures that are found by the board of directors to be required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises, limited to: (1) streets and roads, rail spurs, water and sewer utilities, electric utilities, or gas utilities, drainage, site improvements, and related improvements; (2) telecommunications and Internet improvements . . .”; and

WHEREAS, Section 501.158 of the Texas Local Government Code prohibits the provision of a direct incentive unless EDC enters into an Agreement with Developer providing at a minimum a schedule of additional payroll or jobs to be created or retained by EDC’s investment; a schedule of capital investments to be made as consideration for any direct incentives provided by EDC to Developer; and a provision specifying the terms and conditions upon which repayment must be made should Developer fail to meet the agreed to performance requirements specified in this Agreement; and

WHEREAS, Developer has applied to EDC for financial assistance necessary to construct a minimum 24,000 square foot, scored concrete facility to operate the rental, maintenance and repair of power generation, power and heat testing load banks and ancillary operations (“Business”) generally located Lot 3R, Block 1 of the Eagles Landing Business Park Addition, an addition located within the City of Decatur, Wise County, Texas (hereinafter referred to as the “Property”); and

WHEREAS, the EDC’s Board of Directors have determined the financial assistance provided to Developer is consistent and meets the definition of “project” as that term is defined in

Sections 501.101 and 501.103 of the Texas Local Government Code; and the definition of “cost” as that term is defined by Section 501.152 of the Texas Local Government Code; and

WHEREAS, Developer agrees and understands that Section 501.073(a) of the Texas Local Government Code requires the City Council of the City of Decatur, Texas, to approve all programs and expenditures of the EDC, and accordingly this Agreement is not effective until City Council has approved this project at a City Council meeting called and held for that purpose.

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

SECTION 1. FINDINGS INCORPORATED.

The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the parties.

SECTION 2. TERM.

This Agreement shall be effective as of the Effective Date, and shall continue thereafter until **December 31, 2031**, unless terminated sooner under the provisions hereof. Upon expiration of this Agreement all conditions or restrictions to the Property and Business applied under this Agreement will cease.

SECTION 3. DEFINITIONS.

The following words shall have the following meanings when used in this Agreement.

- (a) **Act.** The word “Act” means Chapters 501 to 505 of the Texas Local Government Code, as amended.
- (b) **Agreement.** The word “Agreement” means this Performance Agreement, together with all exhibits and schedules attached to this Performance Agreement from time to time, if any.
- (c) **Developer.** The word “Developer” means Hawthorne Machinery Co., a California company, its successors and assigns, whose address for the purposes of this Agreement is 16945 Camino San Bernardo, San Diego, CA 92127.
- (d) **EDC.** The term “EDC” means The Corporation for Economic Development of the City of Decatur, Texas, a Texas non-profit corporation, its successors and assigns, whose corporate address for the purposes of this Agreement is 203 W. Walnut Street, Suite 102, Decatur, Texas 76234.

- (e) **Effective Date.** The words “Effective Date” of this Agreement shall be the date of the latter to execute this Agreement by and between the Developer and EDC.
- (f) **Event of Default.** The words “Event of Default” mean and include any of the Events of Default set forth below in the section entitled “Events of Default.”
- (g) **Full-Time Equivalent Employment Positions.** The words “Full-Time Equivalent Employment Position” or “Full-Time Equivalent Employment Positions” mean and include a job requiring a minimum of One Thousand Nine Hundred Twenty (1,920) hours of work averaged over a twelve (12) month period with a minimum average salary of **Sixty-Six Thousand Five Hundred and No/100 Dollars (\$66,500.00)** of those employed for the measured reference period.
- (h) **Property.** The word “Property” means the approximately 5.0-acres of land situated in the Lot 3R, Block 1 of the Eagles Landing Business Park Addition, an addition located within the City of Decatur, Wise County, Texas.
- (i) **Qualified Expenditures.** The words “Qualified Expenditures” mean those expenditures made by the Developer consisting of the construction of a minimum 24,000 square foot scored concrete facility or similar facility as may be mutually agreed to by the parties to operate the Business on the Property, and those expenses which otherwise meet the definition of “project” as that term is defined by Sections 501.101 and 501.103 of the Act, and the definition of “cost” as that term is defined by Section 501.152 of the Act.
- (j) **Term.** The word “Term” means the term of this Agreement as specified in Section 2 of this Agreement.

SECTION 4. AFFIRMATIVE COVENANTS OF DEVELOPER.

Developer covenants and agrees with EDC that, while this Agreement is in effect, the Developer shall comply with the following terms and conditions:

- (a) **Qualified Expenditures.** Developer covenants and agrees to commence construction of the Qualified Expenditures by **July 1, 2026**. Developer covenants and agrees to submit to the EDC paid invoices, paid receipts, or other paid documentation in a form acceptable to the EDC for the Qualified Expenditures made to the Property in the minimum amount of **Four Million Three Hundred Twenty-Five Thousand and No/100 Dollars (\$4,325,000.00)** by **July 1, 2027** and an additional **Two Hundred Fifty Thousand and No/100 Dollars (\$250,000)** by **July 1, 2031**.
- (b) **Certificate of Occupancy.** Subject to the delays set forth in more detail in this Section 4, Developer covenants and agrees to obtain or cause to be obtained by **June 30, 2027**, a certificate of occupancy from the City of Decatur, Texas, for the Qualified Expenditures located on the Property.

- (c) **Operate Facility.** Developer covenants and agrees by **July 1, 2027**, and during the Term of this Agreement to keep open during normal operating hours the Qualified Expenditures located on the Property.
- (d) **Job Creation and Retention.** Developer covenants and agrees by **July 1, 2027**, and during the Term of this Agreement to employ and maintain a minimum of **three (3)** Full-Time Equivalent Employment Positions at the Property and will increase the Full-Time Equivalent Employment Positions at the Property by one (1) by July 1, 2028, by an additional two (2) by July 1, 2029, by an additional two (2) by July 1, 2030, and by an additional two (2) by July 1, 2031 for a total of ten (10) Full-Time Equivalent Employment Positions by July 1, 2031. Developer covenants and agrees beginning on **September 1, 2027**, and during the Term of this Agreement, Developer shall deliver to EDC an annual compliance verification signed by a duly authorized representative of Developer that shall certify the number of Full-Time Equivalent Employment Positions, and shall disclose and certify the average wage for all Full-Time Equivalent Employment Positions (the “Annual Compliance Verification”). The Developer covenants and agrees beginning on **September 1, 2027**, and annually thereafter during the Term of this Agreement, there will be a total of **five (5)** Annual Compliance Verifications due and submitted to EDC covering the Full-Time Equivalent Employment Positions created and maintained during the Term of this Agreement. All Annual Compliance Verifications shall include quarterly IRS 941 returns, or Texas Workforce Commission Employer Quarterly Reports.
- (e) **Acquisition of the Property.** Developer covenants and agrees to acquire from the EDC the Property within ninety (90) days of the Effective Date of this Agreement or consistent with a real estate sales contract executed between the parties for a purchase price of **One Hundred Thousand and No/100 Dollars (\$100,000.00)** per acre, or fraction thereof. The Developer and EDC covenant and agree the fair market value for the Property is **One Hundred Thirty Thousand Six Hundred Eighty and No/100 Dollars (\$130,680.00)** per acre or fraction thereof.
- (f) **Performance Conditions.** Developer agrees to make, execute and deliver to EDC such other promissory notes, instruments, documents and other agreements as EDC or its attorneys may reasonably request to evidence this Agreement.
- (g) **Performance.** Developer agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements by and between the Developer and EDC.
- (h) **Delay.** If Developer anticipates or has reason to believe a deadline set forth herein will not be met, Developer shall notify EDC within thirty (30) calendar days of discovery of the delay. The notice shall include a written statement explaining the reason for the delay and a new deadline, which new deadline will be extended by the amount of time caused by the delay, for EDC’s approval, which approval shall not be unreasonably withheld. If

Developer is unable to meet a deadline set forth herein due to unforeseen events beyond the control of the Parties (“Excusable Delay”), such delay will entitle Developer to a reasonable extension of time. Any such extension of time must be approved in writing by the EDC, which approval will not be unreasonably withheld. The following conditions may justify such an Excusable Delay: war; changes in law or government regulation; receiving Decatur City Council approval for this project by February 9, 2026; receiving building permits or any government approval beyond the standard 24 business day review period; later commonly accepted or adopted higher standards and specifications of construction; labor disputes or strikes; fires; floods; adverse weather or other similar condition of the elements necessitating temporary cessation of the work; inability to reasonably obtain materials, equipment, labor, or additional required services; epidemics; new pandemics; or other specific reasons mutually agreed to in writing by Developer and EDC. Any delay claimed to be caused by Developer’s inability to obtain materials, equipment, labor, or additional required services shall not entitle Developer to an extension of time unless Developer furnishes to EDC documentary proof of Developer’s inability to reasonably obtain materials, equipment, labor, or additional required services.

SECTION 5. AFFIRMATIVE COVENANTS OF EDC.

EDC covenants and agrees with Developer that, while this Agreement is in effect, the EDC shall comply with the following terms and conditions:

- (a) **Conveyance of the Property.** EDC covenants and agrees to convey to Developer by special warranty deed, the Property within ninety (90) days of the Effective Date of this Agreement or consistent with a real estate sales contract executed between the parties for a purchase price of **One Hundred Thousand and No/100 Dollars (\$100,000.00)** per acre or fraction thereof (the “Purchase Price”). The Developer and EDC covenant and agree the fair market value for the Property is **One Hundred Thirty Thousand Six Hundred Eighty and No/100 Dollars (\$130,680.00)** per acre or fraction thereof.
- (b) **Performance.** EDC agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements by and between the Developer and EDC.

SECTION 6. CESSATION OF ADVANCES.

If the EDC has made any commitment to make any financial assistance to the Developer, whether under this Agreement or under any other agreement, the EDC shall have no obligation to disburse any financial assistance specified in Section 5 of this Agreement if: (i) the Developer becomes insolvent, files a petition in bankruptcy or similar proceedings, or is adjudged bankrupt; or (ii) an Event of Default occurs.

SECTION 7. EVENTS OF DEFAULT.

Each of the following shall constitute an Event of Default under this Agreement:

- (a) **General Event of Default.** Failure of Developer or EDC to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement, or failure of Developer or EDC to comply with or to perform any other term, obligation, covenant or condition contained in any other agreement unless amended or adjusted in writing by and between Developer and EDC is an Event of Default.
- (b) **False Statements.** Any warranty, representation, or statement made or furnished to EDC by or on behalf of Developer under this Agreement that is false or misleading in any material respect, either now or at the time made or furnished is an Event of Default.
- (c) **Insolvency.** Developer's insolvency, appointment of receiver for any part of Developer's property, any assignment for the benefit of creditors of Developer, any type of creditor workout for Developer, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Developer is an Event of Default.
- (d) **Ad Valorem Taxes.** Developer allows its ad valorem taxes owed to the City of Decatur, Texas, to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of such taxes and to cure such failure within thirty (30) days after written notice thereof from EDC and/or Wise County Central Appraisal District is an Event of Default.

SECTION 8. EFFECT OF AN EVENT OF DEFAULT.

In the event of default under Section 7 of this Agreement, excluding a default under Section 4(d) of this Agreement, the non-defaulting party shall give written notice to the other party of any default, and the defaulting party shall have thirty (30) days to cure said default. Should said default remain uncured as of the last day of the applicable cure period and the non-defaulting party is not otherwise in default, the non-defaulting party shall have the right to immediately terminate this Agreement, enforce specific performance as appropriate, or maintain a cause of action for damages caused by the event(s) of default.

- (a) **Qualified Expenditures.** In the event Developer defaults pursuant to Section 4(a) of this Agreement and is unable or unwilling to cure said default within the prescribed time period including any Section 4(h) adjustments thereto, the Developer covenants and agrees to immediately reconvey the Property to the EDC by special warranty deed free and clear of all liens and other encumbrances for repayment of the amount paid pursuant to Section 5.
- (b) **Operate Facility Deadline.** In the event Developer defaults pursuant to Section 4(c) of this Agreement and is unable or unwilling to cure said default within the prescribed time period including any Section 4(h) adjustments thereto, the Developer covenants and agrees to pay

immediately to the EDC the sum of the current fair market value of the Property less the Purchase Price (representing the difference in the Property purchase price and agreed value of the Property).

- (c) **Job Creation Requirement.** In the event Developer defaults pursuant to Section 4(d) of this Agreement and is unable or unwilling to cure said default within the prescribed time period including any Section 4(h) adjustments thereto, on July 31, 2031, the Developer covenants and agrees to pay the EDC an amount equal to the required ten (10) Full-Time Equivalent Employment Positions less each Full-Time Equivalent Employment Position at the Property on the date of the applicable Section 4(d) deadline, times **Five Thousand and No/100 Dollars (\$5,000.00)** times.

SECTION 9. INDEMNIFICATION.

TO THE EXTENT ALLOWED BY LAW, EACH PARTY AGREES TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE OTHER (AND ITS OFFICERS, AGENTS, AND EMPLOYEES) FROM AND AGAINST ALL CLAIMS OR CAUSES OF ACTION FOR INJURIES (INCLUDING DEATH), PROPERTY DAMAGES (INCLUDING LOSS OF USE), AND ANY OTHER LOSSES, DEMAND, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, IN ANY WAY ARISING OUT OF, RELATED TO OR RESULTING FROM ITS PERFORMANCE UNDER THIS AGREEMENT, OR CAUSED BY ITS NEGLIGENT ACTS OR OMISSIONS (OR THOSE OF ITS RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, OR ANY OTHER THIRD PARTIES FOR WHOM IT IS LEGALLY RESPONSIBLE) IN CONNECTION WITH PERFORMING THIS AGREEMENT.

SECTION 10. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

- (a) **Amendments.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
- (b) **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Wise County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Wise County, Texas.
- (c) **Assignment.** This Agreement may not be assigned without the express written consent of the other party.
- (d) **Binding Obligation.** This Agreement shall become a binding obligation on the signatories

shall remain valid and enforceable.

- (j) **Time is of the Essence.** Time is of the essence in the performance of this Agreement.
- (k) **Undocumented Workers.** Developer certifies that the Developer does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, Developer is convicted of a violation under 8 U.S.C. § 1324a(f), Developer shall repay the amount of the public subsidy provided under this Agreement plus interest, at the rate of six percent (6%), not later than the 120th day after the date the EDC notifies Developer of the violation.

[The Remainder of this Page Intentionally Left Blank]

THE PARTIES ACKNOWLEDGE HAVING READ ALL THE PROVISIONS OF THIS AGREEMENT, AND THE PARTIES HEREBY AGREE TO ITS TERMS. THIS AGREEMENT IS EFFECTIVE AS OF THE EFFECTIVE DATE DEFINED HEREIN.

EDC:

THE CORPORATION FOR ECONOMIC DEVELOPMENT OF THE CITY OF DECATUR, TEXAS,
a Texas non-profit corporation,

By: _____
Jason Wren, President
Date Signed: _____

ATTEST:

Will Carpenter, Secretary

STATE OF TEXAS

§
§
§

COUNTY OF WISE

This instrument was acknowledged before me on the ____ day of _____, 2026, by Jason Wren, President of The Corporation for Economic Development of the City of Decatur, Texas, a Texas non-profit corporation, on behalf of said Texas corporation.

Notary Public, State of Texas

DEVELOPER:

HAWTHORNE MACHINERY CO.,
a California company,

By: _____

Brian Verhoeven

Title: CFO

Date Signed: _____

STATE OF CALIFORNIA

§

COUNTY OF SAN DIEGO

§

§

This instrument was acknowledged before me on the ____ day of _____, 2026, by ____
_____, _____ of Hawthorne Machinery Co., a California
company, on behalf of said California company.

Notary Public, State of _____

Real Estate Sales Contract

This Real Estate Sales Contract (the "Contract") to buy and sell real property is between Seller and Buyer as identified below and is effective on the date ("Effective Date") of the last of the signatures by Seller and Buyer as parties to this Contract and by Title Company to acknowledge receipt of the Earnest Money. Buyer must deliver the Earnest Money to Title Company and obtain Title Company's signature before the Earnest Money Deadline provided in section A.1. for this Contract to be effective.

Buyer: **Hawthorne Machinery, Co.**
A California company
Address: 16945 Camino San Bernardo
San Diego, CA 92127
Attn: Jeffrey Boman
Phone: 858-674-7000
E-mail: jboman@hawthornecat.com

Seller: **The Corporation for Economic Development
of the City of Decatur, Texas,**
a Texas non-profit corporation
203 W. Walnut Street, Suite 102
Decatur, Texas 76234
Attn: Kevin Holzbog, Executive Director
Telephone: (940)-393-0350
E-mail: kholzbog@decatur-edc.com

Buyer's Attorney: Brown & Hofmeister, LLP
740 East Campbell Road, Suite 800
Richardson, Texas 75081

Attn: Jeffrey L. Moore
Telephone: (214) 747-6100
E-mail: jmoore@bhllaw.net

Property: **approximately 5.51-acres of land situated in the Lot 3R,
Block 1 of the Eagles Landing Business Park Addition, an addition
located within the City of Decatur, Wise County, Texas, as further
described and depicted in *Exhibit A* attached hereto ("Land"), together
with improvements to the Land ("Improvements").**

Title Company: Wise County Title
Attn: Susan Marshall
405 Park West Court
Decatur, Texas 76234
Phone: (940) 627-3581 Ext 210

E-mail: Smarshall@wisetitle.com

Purchase Price: **One Hundred Thousand and No/100 Dollars (\$100,000.00)** per acre. The final purchase price shall be subject to adjustment on a per acre basis, based upon the gross land area as determined by a survey mutually acceptable to Buyer and Seller.

Cash portion: **One Hundred Thousand and No/100 Dollars (\$100,000.00)** per acre
Total purchase price: **One Hundred Thousand and No/100 Dollars (\$100,000.00)** per acre

Earnest Money: \$5,000.00

County for Performance: Wise County, Texas

A. Deadlines and Other Dates

All deadlines in this Contract expire at 5:00 P.M. local time where the Property is located. If a deadline falls on a Saturday, Sunday, or national holiday, the deadline will be extended to the next day that is not a Saturday, Sunday, or national holiday. A national holiday is a holiday designated by the federal government. Time is of the essence.

1. Earnest Money Deadline: Five (5) days after the Effective Date.
2. Delivery of Title Commitment: Fifteen (15) days after the Effective Date.
3. Delivery of Survey: Twenty (25) days after the Effective Date.
4. Delivery of legible copies of instruments referenced in the Title Commitment and Survey: Twenty (20) days after the Effective Date.
5. Delivery of Title Objections: Fifteen (15) days after delivery of the Title Commitment, Survey, and legible copies of the instruments referenced in them
6. Delivery of Seller's records as specified in *Exhibit B*: Fifteen (15) days after the Effective Date
7. End of Inspection Period: Sixty (60) days after the Effective Date
8. Additional Earnest Money Deadline: N/A
9. Closing Date: Thirty (30) days after the end of the Inspection Period
10. Closing Time: 10:00 a.m. [CST]

B. Closing Documents

1. At closing, Seller will deliver the following items:

General Warranty Deed

Evidence of Seller’s authority to close this transaction

2. At closing, Buyer will deliver the following items:

Purchase Price

Evidence of Buyer’s authority to consummate this transaction

The documents listed in this section B are collectively known as the “Closing Documents.” Unless otherwise agreed by the parties before closing, the deed will be prepared using the forms contained in the current edition of the *Texas Real Estate Forms Manual* (State Bar of Texas).

C. Exhibits

The following are attached to and are a part of this Contract:

Exhibit A - Description of the Land

Exhibit B - Seller’s Records

D. Purchase and Sale of Property

Seller agrees to sell and convey the Property to Buyer, and Buyer agrees to buy and pay Seller for the Property. The promises by Buyer and Seller stated in this Contract are the consideration for the formation of this Contract. Buyer acknowledges it is purchasing the Property AS-IS, WHERE-IS, with all faults, and has not relied on any representations by Seller except those expressly stated herein.

E. Interest on Earnest Money

Buyer may direct Title Company to invest the Earnest Money in an interest-bearing account in a federally insured financial institution by giving notice to Title Company and satisfying Title Company’s requirements for investing the Earnest Money in an interest-bearing account. Any interest earned on the Earnest Money will be paid to the party that becomes entitled to the Earnest Money.

F. Title and Survey

1. *Review of Title.* The following statutory notice is provided to Buyer on behalf of the real estate licensees, if any, involved in this transaction: Buyer is advised that it should either have the abstract covering the Property examined by an attorney of Buyer’s own selection or be furnished with or obtain a policy of title insurance.

2. *Title Commitment; Title Policy.* “Title Commitment” means a Commitment for Issuance of an Owner Policy of Title Insurance by Title Company, as agent for Underwriter, stating the condition of title to the Land. The “effective date” stated in the Title Commitment must be after the Effective Date of this Contract. “Title Policy” means an Owner Policy of Title Insurance issued by Title Company, as agent for Underwriter, in conformity with the last Title Commitment delivered to and approved by Buyer.

3. *Survey.* “Survey” means an on-the-ground, staked plat of survey and metes-and-bounds description of the Land, prepared by Surveyor or another surveyor satisfactory to Title Company, dated after the Effective Date, and certified to comply with the current standards and specifications as published by the Texas Society of Professional Surveyors for the Survey Category.

4. *Delivery of Title Commitment, Survey, and Legible Copies.* Seller must deliver the Title Commitment to Buyer by the deadline stated in section A.2.; the Survey by the deadline stated in section A.3.; and legible copies of the instruments referenced in the Title Commitment and Survey by the deadline stated in section A.4.

5. *Title Objections.* Buyer has until the deadline stated in section A.5. (“Title Objection Deadline”) to review the Survey, Title Commitment, and legible copies of the title instruments referenced in them and notify Seller of Buyer’s objections to any of them (“Title Objections”). Buyer will be deemed to have approved all matters reflected by the Survey, and Title Commitment to which Buyer has made no Title Objection by the Title Objection Deadline. The matters that Buyer either approves or is deemed to have approved are “Permitted Exceptions.” If Buyer notifies Seller of any Title Objections, Seller has five (5) days from receipt of Buyer’s notice to notify Buyer whether Seller agrees to cure the Title Objections before closing (“Cure Notice”). If Seller does not timely give its Cure Notice or timely gives its Cure Notice but does not agree to cure all the Title Objections before closing, Buyer may, within five (5) days after the deadline for the giving of Seller’s Cure Notice, notify Seller that either this Contract is terminated or Buyer will proceed to close, subject to Seller’s obligations to resolve the items listed in Schedule C of the Title Commitment, remove the liquidated liens, remove all exceptions that arise by, through, or under Seller after the Effective Date, and cure only the Title Objections that Seller has agreed to cure in the Cure Notice. At or before closing, Seller must resolve the items that are listed on Schedule C of the Title Commitment, remove all liquidated liens, remove all exceptions that arise by, through, or under Seller after the Effective Date of this Contract, and cure the Title Objections that Seller has agreed to cure.

G. Inspection Period

1. *Review of Seller's Records.* Seller will deliver to Buyer copies of Seller's records specified in **Exhibit B**, or otherwise make those records available for Buyer's review, by the deadline stated in section A.6.

2. *Entry onto the Property.* Buyer may enter the Property before closing to inspect it, subject to the following:

- a. Buyer must deliver evidence to Seller that Buyer has insurance for its proposed inspection activities, in amounts and with coverages that are substantially the same as those maintained by Seller or in such lesser amounts or with such lesser coverages as are reasonably satisfactory to Seller;
- b. Buyer may not interfere in any material manner with existing operations or occupants of the Property;
- c. Buyer must notify Seller in advance of Buyer's plans to conduct tests so that Seller may be present during the tests;
- d. if the Property is altered because of Buyer's inspections, Buyer must return the Property to its preinspection condition promptly after the alteration occurs;
- e. Buyer must deliver to Seller copies of all inspection reports that Buyer prepares or receives from third-party consultants or contractors within three (3) days after their preparation or receipt; and
- f. Buyer must abide by any other reasonable entry rules imposed by Seller.

3. *Buyer's Right to Terminate.* Buyer may terminate this Contract for any reason by notifying Seller before the end of the Inspection Period. If Buyer does not notify Seller of Buyer's termination of the Contract before the end of the Inspection Period, Buyer waives the right to terminate this Contract pursuant to this provision.

4. *Buyer's Indemnity and Release of Seller*

- a. *Indemnity.* To the extent allowed by law, Buyer will indemnify, defend, and hold Seller harmless from any loss, attorney's fees, expenses, or claims arising out of Buyer's investigation of the Property, except for repair or remediation of existing conditions discovered by Buyer's inspection. The obligations of Buyer under this provision will survive termination of this Contract and closing.

- b. *Release.* Buyer releases Seller and those persons acting on Seller's behalf from all claims and causes of action (including claims for attorney's fees and court and other costs) resulting from Buyer's investigation of the Property.

H. Representations

The parties' representations stated herein are true and correct as of the Effective Date and must be true and correct on the Closing Date.

I. Condition of the Property until Closing; Cooperation; No Recording of Contract

1. *Maintenance and Operation.* Until closing, Seller will (a) maintain the Property as it existed on the Effective Date, except for reasonable wear and tear and casualty damage; (b) operate the Property in the same manner as it was operated on the Effective Date; and (c) comply with all contracts and governmental regulations affecting the Property. Until the end of the Inspection Period, Seller will not enter into, amend, or terminate any contract that affects the Property other than in the ordinary course of operating the Property and will promptly give notice to Buyer of each new, amended, or terminated contract, including a copy of the contract, in sufficient time so that Buyer may consider the new information before the end of the Inspection Period. If Seller's notice is given within three (3) days before the end of the Inspection Period, the Inspection Period will be extended for three (3) days. After the end of the Inspection Period, Buyer may terminate this Contract if Seller enters into, amends, or terminates any contract that affects the Property without first obtaining Buyer's written consent.

2. *Casualty Damage.* Seller will notify Buyer promptly after discovery of any casualty damage to the Property. Seller will have no obligation to repair or replace the Property if it is damaged by casualty before closing. Buyer may terminate this Contract if the casualty damage that occurs before closing would materially affect Buyer's intended use of the Property, by giving notice to Seller within fifteen (15) days after receipt of Seller's notice of the casualty (or before closing if Seller's notice of the casualty is received less than fifteen (15) days before closing). If Buyer does not terminate this Contract, Seller will (a) convey the Property to Buyer in its damaged condition, (b) assign to Buyer all of Seller's rights under any property insurance policies covering the Property, and (c) pay to Buyer the amount of the deductibles and coinsurance provisions under any insurance policies covering the Property, but not in excess of the cost to repair the casualty damage and less any amounts previously paid by Seller to repair the Property. If Seller has not insured the Property and Buyer does not elect to terminate this Contract in accordance with this section, the Purchase Price will be reduced by the cost to repair the casualty damage.

3. *Condemnation.* Seller will notify Buyer promptly after Seller receives notice that any part of the Property has been or is threatened to be condemned or otherwise taken by a governmental or quasi-governmental authority. Buyer may terminate this Contract if the condemnation would materially affect Buyer's intended use of the Property by giving notice to Seller within fifteen (15) days after receipt of Seller's notice to Buyer (or before closing if Seller's notice is received less than fifteen (15) days before closing). The condemnation will be deemed to

materially affect Buyer's intended use of the Property. If Buyer does not terminate this Contract, (a) Buyer and Seller will each have the right to appear and defend their respective interests in the Property in the condemnation proceedings, (b) any award in condemnation will be assigned to Buyer, (c) if the taking occurs before closing, the description of the Property will be revised to delete the portion taken, and (d) no change in the Purchase Price will be made.

4. *Claims; Hearings.* Seller will notify Buyer promptly of any claim or administrative hearing that is threatened, filed, or initiated before closing that involves or directly affects the Property.

5. *Cooperation.* Seller will cooperate with Buyer (a) before and after closing, to transfer the applications, permits, and licenses held by Seller and used in the operation of the Property and to obtain any consents necessary for Buyer to operate the Property after closing and (b) before closing, with any reasonable evaluation, inspection, audit, or study of the Property prepared by, for, or at the request of Buyer.

6. *No Recording.* Buyer may not file this Contract or any memorandum or notice of this Contract in the real property records of any county. If, however, Buyer records this Contract or a memorandum or notice, Seller may terminate this Contract and record a notice of termination.

J. Termination

1. *Disposition of Earnest Money after Termination*

- a. *To Buyer.* If Buyer terminates this Contract in accordance with any of Buyer's rights to terminate, Seller will, within five (5) days after receipt of Buyer's termination notice, authorize Title Company to deliver the Earnest Money to Buyer, less \$100, which will be paid to Seller as consideration for the right granted by Seller to Buyer to terminate this Contract.
- b. *To Seller.* If Seller terminates this Contract in accordance with any of Seller's rights to terminate, Buyer will, within five (5) days after receipt of Seller's termination notice, authorize Title Company to pay and deliver the Earnest Money to Seller.

2. *Duties after Termination.* If this Contract is terminated, Buyer will promptly return to Seller all documents relating to the Property that Seller has delivered to Buyer and all copies that Buyer has made of the documents. After return of the documents and copies, neither party will have further duties or obligations to the other under this Contract, except for those obligations that cannot be or were not performed before termination of this Contract and those obligations that survive termination under the express terms of this Contract.

K. Closing

1. *Closing.* This transaction will close at Title Company's offices at the Closing Date

and Closing Time. At closing, the following will occur:

- a. *Closing Documents.* The parties will execute and deliver the Closing Documents.
- b. *Payment of Purchase Price.* Buyer will deliver the Purchase Price and other amounts that Buyer is obligated to pay under this Contract to Title Company in funds acceptable to Title Company. The Earnest Money will be applied to the Purchase Price.
- c. *Disbursement of Funds; Recording; Copies.* Title Company will be instructed to disburse the Purchase Price and other funds in accordance with this Contract, record the deed and the other Closing Documents directed to be recorded, and distribute documents and copies in accordance with the parties' written instructions.
- d. *Delivery of Originals.* Seller will deliver to Buyer the originals of Seller's Records.
- e. *Possession.* Seller will deliver possession of the Property to Buyer, subject to the Permitted Exceptions existing at closing and any lien and security interest in favor of Seller, if the sale is seller-financed.

2. *Transaction Costs*

- a. *Seller's Costs.* Seller will pay the basic premium charge for the Title Policy; one-half of the escrow fee charged by Title Company; the costs to prepare the deed; the costs to obtain, deliver, and record releases of all liens to be released at closing; the costs to record all documents to cure Title Objections agreed to be cured by Seller; and certificates or reports of ad valorem taxes; the costs to deliver copies of the instruments described in section A.4.; and Seller's expenses and attorney's fees.
- b. *Buyer's Costs.* Buyer will pay one-half of the escrow fee charged by Title Company; the costs to obtain, deliver, and record all documents other than those to be recorded at Seller's expense; the additional premiums for additions or deletions in the Title Policy, if requested by Buyer; the costs to obtain the Survey and the costs of work required by Buyer to have the survey reflect matters other than those required under this Contract; and Buyer's expenses and attorney's fees.
- c. *Ad Valorem Taxes.* Ad valorem taxes for the Property for the calendar year of closing will be prorated between Buyer and Seller as of the Closing Date. Seller's portion of the prorated taxes will be paid to Buyer at closing as an adjustment to the Purchase Price. If the assessment for the calendar year of

closing is not known at the Closing Date, the proration will be based on taxes for the previous tax year, and Buyer and Seller will adjust the prorations in cash within thirty (30) days of when the actual assessment and taxes are known. All taxes due as of closing will be paid at closing. If the Property has been the subject of special valuation and reduced tax assessments pursuant to the provisions of chapter 23, subchapter D, of the Texas Tax Code with respect to any period before the closing and additional taxes are assessed pursuant to section 23.55 thereof, the following will apply:

- (1) If Seller changes the use of the Property before closing, resulting in the assessment of additional taxes for periods before closing, Seller will pay the additional taxes.
- (2) If this sale or Buyer's use of the Property results in the assessment of additional taxes for periods before closing, Buyer will pay the additional taxes.

- d. *Income and Expenses.* Income and expenses pertaining to operation of the Property will be prorated as of the Closing Date on an accrual basis and paid at closing as a credit or debit adjustment to the Purchase Price. Invoices that are received after closing for operating expenses incurred on or before the Closing Date and not adjusted at closing will be prorated between the parties as of the Closing Date, and Seller will pay its share within ten (10) days after notice of Buyer's invoice.
- e. *Postclosing Adjustments.* If errors in the prorations made at closing are identified within ninety (90) days after closing, Seller and Buyer will make postclosing adjustments to correct the errors within fifteen (15) days of receipt of notice of the errors.
- f. *Brokers' Commissions.* Seller agrees to pay Buyer's broker, PickensRidnour, L.P. dba Real Estate Uprising, a three percent (3.0%) commission based on the Purchase Price.

3. *Issuance of Title Policy.* Seller will cause Title Company to issue the Title Policy to Buyer as soon as practicable after closing.

L. Default and Remedies

1. *Seller's Default.* If Seller fails to perform any of its obligations under this Contract or if any of Seller's representations is not true and correct as of the Effective Date or on the Closing Date ("Seller's Default"), Buyer may elect either of the following as its sole and exclusive remedy:

- a. *Termination; Liquidated Damages.* Buyer may terminate this Contract by

giving notice to Seller on or before the Closing Date and Closing Time and have the Earnest Money, less \$100 as described above, returned to Buyer.

- b. *Specific Performance.* Unless Seller's Default relates to the untruth or incorrectness of Seller's representations for reasons not reasonably within Seller's control, Buyer may enforce specific performance of Seller's obligations under this Contract. If title to the Property is awarded to Buyer, the conveyance will be subject to the matters stated in the Title Commitment.

2. *Buyer's Default.* If Buyer fails to perform any of its obligations under this Contract ("Buyer's Default"), Seller may elect either of the following as its sole and exclusive remedy:

- a. *Termination; Liquidated Damages.* Seller may terminate this Contract by giving notice to Buyer on or before the Closing Date and Closing Time and have the Earnest Money paid to Seller.
- b. *Specific Performance.* Seller may enforce specific performance of Buyer's obligations under this Contract. If title to the Property is awarded to Buyer, the conveyance will be subject to the matters stated in the Title Commitment.

3. *Attorney's Fees.* If either party retains an attorney to enforce this Contract, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

M. Miscellaneous Provisions

1. *Notices.* Any notice required by or permitted under this Contract must be in writing. Any notice required by this Contract will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Contract. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, electronic mail, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein. Copies of each notice must be given by one of these methods to the attorney of the party to whom notice is given.

2. *Entire Contract.* This Contract, together with its exhibits, and any Closing Documents delivered at closing constitute the entire agreement of the parties concerning the sale of the Property by Seller to Buyer. There are no oral representations, warranties, agreements, or promises pertaining to the sale of the Property by Seller to Buyer not incorporated in writing in this Contract.

3. *Amendment.* This Contract may be amended only by an instrument in writing signed by the parties.

4. *Prohibition of Assignment.* Buyer may not assign this Contract or any of Buyer's rights under it without Seller's prior written consent, and any attempted assignment is void. This Contract binds, benefits, and may be enforced by the parties and their respective heirs, successors, and permitted assigns.

5. *Survival.* The obligations of this Contract that cannot be performed before termination of this Contract or before closing will survive termination of this Contract or closing, and the legal doctrine of merger will not apply to these matters. If there is any conflict between the Closing Documents and this Contract, the Closing Documents will control.

6. *Choice of Law; Venue; Alternative Dispute Resolution.* This Contract will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the County for Performance, except as otherwise provided by applicable law. Time permitting, the parties will submit in good faith to an alternative dispute resolution process before filing a suit concerning this Contract.

7. *Waiver of Default.* It is not a waiver of default if the nondefaulting party fails to declare immediately a default or delays taking any action with respect to the default.

8. *No Third-Party Beneficiaries.* There are no third-party beneficiaries of this Contract.

9. *Severability.* The provisions of this Contract are severable. If a court of competent jurisdiction finds that any provision of this Contract is unenforceable, the remaining provisions will remain in effect without the unenforceable parts.

10. *Ambiguities Not to Be Construed against Party Who Drafted Contract.* The rule of construction that ambiguities in a document will be construed against the party who drafted it will not be applied in interpreting this Contract.

11. *No Special Relationship.* The parties' relationship is an ordinary commercial relationship, and they do not intend to create the relationship of principal and agent, partnership, joint venture, or any other special relationship.

12. *Counterparts.* If this Contract is executed in multiple counterparts, all counterparts taken together will constitute this Contract.

N. Special Provisions

1. This Contract is subject to the approval of the Board of Directors of the Buyer.

SELLER:

**THE CORPORATION FOR ECONOMIC
DEVELOPMENT OF THE CITY OF
DECATUR, TEXAS,**
A Texas non-profit corporation,

Jason Wren, President
Date Signed: _____

BUYER:

HAWTHORNE MACHINERY CO.,
A California company,

Name: Brian Verhoeven
Date Signed: _____

Title Company acknowledges receipt of Earnest Money in the amount of \$ _____
and a copy of this Contract executed by both Buyer and Seller.

TITLE COMPANY:

WISE TITLE COMPANY

By: _____
Susan Marshall

Date: _____

Exhibit A

Description of the Land

The following described real property:

approximately 5.51-acres of land situated in the Lot 3R, Block 1 of the Eagles Landing Business Park Addition, an addition located within the City of Decatur, Wise County, Texas, as further described and depicted in *Exhibit A*,

Exhibit B

Seller's Records

To the extent that Seller has possession of the following items pertaining to the Property, Seller will deliver or make the items or copies of them available to Buyer by the deadline stated in section A.6.:

Land

soil reports
environmental inspections and/or reports on all buildings and land associated with the property
prior surveys
site plans
permits
licenses

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CORPORATION FOR ECONOMIC DEVELOPMENT OF THE CITY OF DECATUR, TEXAS, A TEXAS NON-PROFIT CORPORATION, AND A TYPE A ECONOMIC DEVELOPMENT CORPORATION, AUTHORIZING THE EXECUTION OF A REAL ESTATE SALES CONTRACT TO SELL AND CONVEY AN APPROXIMATELY 5.51-ACRES OF LAND CONSISTING OF LOT 3R, BLOCK 1 OF THE EAGLES LANDING BUSINESS PARK ADDITION, AN ADDITION TO THE CITY OF DECATUR, WISE COUNTY, TEXAS, ATTACHED HERETO AS EXHIBIT “A”, AND ANY AND ALL CLOSING DOCUMENTS NECESSARY TO SELL AND CONVEY SAID PROPERTY; AUTHORIZING THE PRESIDENT AND/OR EXECUTIVE DIRECTOR TO EXECUTE ANY AND ALL CLOSING DOCUMENTS NECESSARY TO SELL AND CONVEY SAID PROPERTY; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, The Corporation for Economic Development of the City of Decatur, Texas, a Texas non-profit corporation, and a Type A economic development corporation, created pursuant to Chapter 504 of the Texas Local Government Code (hereinafter referred to as the “EDC”), authorizes the President and/or Executive Director of the EDC to execute a Real Estate Sales Contract attached hereto as *Exhibit A* of this Resolution, and any and all closing documents necessary for the sale and conveyance of an approximately 5.51-acres of land consisting of Lot 3R, Block 1 of the Eagles Landing Business Park Addition, an addition to the City of Decatur, Wise County, Texas (hereinafter referred to as the “Property”).

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CORPORATION FOR ECONOMIC DEVELOPMENT OF THE CITY OF DECATUR, TEXAS, AS FOLLOWS:

Section 1. That the foregoing recitals are hereby found to be true and correct findings of the Board of Directors of the EDC, and are fully incorporated into the body of this Resolution.

Section 2. That the Board of Directors of the EDC do hereby authorize the President and/or Executive Director of the EDC to execute a Real Estate Sales Contract, a copy of which is attached hereto as *Exhibit A* of this Resolution, and any and all real estate closing documents necessary for the EDC to sell and convey the Property, and authorize the EDC staff and officers to take any and all actions necessary and consistent with said Real Estate Sales Contract.

Section 3. That this Resolution shall become effective from and after its passage.

DULY RESOLVED by the Board of Directors of The Corporation for Economic Development of the City of Decatur, Texas, on this the _____ day of _____, 2026.

APPROVED:

Jason Wren, President

ATTEST:

Secretary

Exhibit A

[Real Estate Sales Contract]

5.51-Acre Tract of Land

ORDINANCE NO. 2026-02-06

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DECATUR, TEXAS, AMENDING ORDINANCE NO. 2025-10-36 CREATING THE WEST FORK PUBLIC UTILITY AGENCY TO AUTHORIZE AN AMENDMENT TO THE CONCURRENT ORDINANCE; MAKING FINDINGS OF FACT; PROVIDING FOR RELATED MATTERS; PROVIDING FOR AN EFFECTIVE DATE AND PROPER NOTICE AND MEETING.

Whereas, “Public Entities” are authorized pursuant to Texas Local Government Code Chapter 572 to join together to create a public utility agency to engage in the collection, transportation, treatment, or disposal of sewage or the conservation, storage, transportation, treatment, or distribution of water and may join together as cotenants or co-owners to plan, finance, acquire, construct, own, operate, or maintain water and wastewater facilities

Whereas, Wise County, the Cities of Alvord, Aurora, Boyd, Bridgeport, Decatur, Newark, New Fairview, Paradise, and Rhome, West Wise Special Utility District, the Rolling V Ranch Water Control & Improvement District No. 3, and New Fairview Municipal Utility District No.1 (collectively, the Public Entities) have established the West Fork Public Utility Agency (the Agency) to address the water and wastewater needs of Wise County, Texas and the surrounding area to be served by the Agency systems through the adoption of concurrent orders and ordinances pursuant to Texas Local Government Code Chapter 572 approved by their governing bodies prior to October 31, 2025 (Original 2025 Concurrent Ordinance/Order) as listed below;

City of Alvord: October 16, 2025
City of Aurora: October 13, 2025
City of Boyd: October 21, 2025
City of Bridgeport:
City of Decatur: October 27, 2025
City of Newark: October 16, 2025
City of New Fairview: October 6, 2025
City of Paradise: October 27, 2025
City of Rhome: October 23, 2025
Rolling V Ranch WCID No. 3: October 7, 2025
New Fairview MUD No. 1: October 24, 2025
West Wise SUD: October 20, 2025
Wise County: October 29, 2025

Whereas, the Public Entities desire to amend Section 12 of the Original 2025 Concurrent Ordinance/Order to extend the deadline for the Public Entities to approve an Order or Ordinance substantially identical to Original Concurrent Ordinance/Order to April 30,2026, to allow for any

of the remaining Public Entities who have not already done so approve to such an Order and join the Agency;

Whereas, the Public Entities desire to amend Section 5 of the Original 2025 Concurrent Ordinance/Order to reflect that Public Entities that are a special utility district, municipal utility district, or water control and improvement district may appoint their board members to the Agency's Board of Directors;

Whereas, the Public Entities desire to amend Section 14 of the Original 2025 Concurrent Ordinance/Order to clarify that Wise County's involvement with the Agency will not include the County's participation in Agency wastewater projects;

Whereas, Notice of consideration of this action has been published as required by law;

Whereas, Section 16 of the Original 2025 Concurrent Ordinance/Order authorizes amendment to any provision upon adoption of an Order or Ordinance by each Public Entity;

NOW, THEREFORE, BE ORDAINED BY THE CITY COUNCIL OF THE CITY OF DECATUR, TEXAS THAT:

Section 1. Finding of Facts. The above and foregoing recitals are incorporated herein as findings of fact.

Section 2. Amendment. Sections 5, 12, and 14 of the District's October 2025 Concurrent Order is hereby amended as follows:

Section 5. Director Qualifications. A Director may not be an elected official of any Public Entity that has the authority to appoint a member of the Board, with the exception that a Public Entity that is a municipal utility district, special utility district, or water control and improvement district may appoint a member of its board of directors. A board member must reside in the territory or certificate of convenience and necessity of its appointing Public Entity and be a registered voter. In the case of Rolling V Ranch Water Control & Improvement District No. 3, a board member may also reside in the territory of Rolling V Ranch Water Control & Improvement District No. 1, Rolling V Ranch Water Control & Improvement District No. 2, or Rolling V Ranch Water Control & Improvement District No. 4. Board members appointed by Wise County must reside in the unincorporated area of the county. A Public Entity may appoint an employee of such Public Entity to serve as a Director without regard to residency. A Public Entity that is a municipal utility district, special utility district, or water control and improvement district may appoint a member of its board of directors to serve as a Director without regard to residency.

Section 12. General Powers and Authority; Boundaries. The Agency is formed pursuant to the provisions of Chapter 572 of the Texas Local Government Code (the Act) to assist and act on behalf of the Public Entities and to engage in

activities in the furtherance of the purposes of its creation, and it shall have and may exercise all of the rights, powers, privileges, authority and functions given to Public Entities under Subchapter C of the Act, together with all of the other power, privileges, authority and functions given by State law. The Agency is organized and created by Wise County, the Cities of Alvord, Aurora, Boyd, Bridgeport, Decatur, Newark, New Fairview, Paradise, and Rhome, Walnut Creek Special Utility District, Rolling V Ranch Water Control & Improvement District No. 3, New Fairview Municipal Utility District No. 1, and West Wise Special Utility District, provided such entities approve an Order or Ordinance substantially identical to this Order no later than April 30, 2026 (collectively, the Public Entities). The term “Public Entities” shall have the meaning given in Subchapter C of the Act, and the defined term “Public Entities” shall mean and include the eleven above named Public Entities and each additional Public Entity that becomes a member of the Agency, subject to the terms of this Order. In accordance with Section 572.055 of the Texas Local Government Code, the boundaries of the Agency shall include the territory within the boundaries of each Public Entity as the boundaries are changed periodically.

Section 14. Additional Powers and Authority. The Agency shall have all other powers of a like or different nature not prohibited by law that are available to governmental entities in Texas and which are necessary or useful to enable the Agency to perform the purposes for which it is created, including the power to issue bonds, notes, or other obligations, and otherwise exercise its borrowing power to accomplish the purposes set forth above; provided the Agency shall not issue bonds, notes, or any debt obligation, or by contract undertake a financial obligation, that will not be funded by funds available, or revenues of the water and wastewater utilities, systems, and facilities constructed or purchased, or by binding contractual commitments made by Public Entities and legal entities to purchase increments or portions of the water and wastewater utilities, systems and facilities that are constructed or purchased. The Agency may acquire, by purchase, any land, easements, rights-of-way, or other property or improvements inside or outside the Agency’s service area, that are needed or are appropriate to carry out the powers and functions of the Agency. Wise County’s participation as a Public Entity will not include involvement in the provision of wastewater services by the Agency.

Section 3. Effective Date. This Amendment shall take effect immediately upon adoption and the Effective Date of the Amendment to the October 2025 Order/Ordinance Creating the Agency shall be the date that the last Public Entity named herein shall approve of an Order or Ordinance substantially identical to this Amendment no later than April 30, 2026.

PRESENTED ON FIRST READING to the City Council of Decatur, Texas, on February 23, 2026.

PRESENTED ON SECOND READING AND ADOPTED, APPROVED, AND PASSED by the City Council of the City of Decatur, Texas, on the 9th day of March, 2026, by a vote of ___ ayes, ___ nays, and ___ abstentions.

CITY OF DECATUR, TEXAS

MIKE MCQUISTON, MAYOR

ATTEST:

Asucena Delgado, City of Secretary

APPROVED AS TO FORM:

Pamela H. Liston, City of Attorney

Pilot Study Proposal

Aria™ Membrane Filtration System

City of Decatur Water Treatment Plant

CITY OF
DECATUR
Texas
MF Pilot Study



Date: 12/19/2025
Revision: 0
Author: Rick Moro

Submitted to:

Rachel Priller, EIT | Civil Analyst
Kimley-Horn | 801 Cherry Street, Unit 11 Suite 1300 Fort Worth, TX 76102
Direct: 817 502 2687

Submitted by:

Rick Moro
Regional Sales Manager (Municipal) – Central U.S.A
516-924-2054 (mobile)
rick.moro@trojantechnologies.com
Aria Filtra, Formerly Pall Water | AriaFiltra.com

PROPRIETARY & CONFIDENTIAL

INFORMATION NOTICE

This proposal document is proprietary to Aria Filtra and is furnished in confidence solely for use in evaluating the proposal and for no other direct or indirect use. No rights are granted to the recipient for any information disclosed in this proposal. It contains proprietary information which may be the subject of an issued patent or pending application in the United States or elsewhere.

By accepting this document from Aria Filtra, the recipient agrees:

- to use this document and the information it contains exclusively for the above-stated purpose and to avoid use of the information for performance of the proposed work by the recipient itself or any third party.
- to avoid publication or other disclosure of this document or the information it contains to any third party without the prior approval of Aria Filtra.
- to make only those copies needed for recipient's internal review, and
- to return this document and any copies thereof when they are no longer needed for the purpose furnished or upon the request of Aria Filtra.

Table of Contents

1. Project Summary
2. Aria Filtra Offering
3. Scope of Supply
 - 3.1 Scope Summary Table
 - 3.2 Equipment Description
 - 3.3 Pilot Start-up and Staff Training
 - 3.4 Pilot Engineering Support

4. Project Schedule

Attachment A – Pilot Unit Description

Attachment B – Equipment Rental Agreement & Standard General Terms and Conditions of Lease

Attachment C – Drawings

Attachment D – Aria Filtra Experience

1. Project Abstract

In preparation for the full-scale Membrane Filtration WTP this pilot is for the MF filtration portion of the process for the City of Decatur, Texas. The pilot study will be performed to confirm the design and demonstrate finished water quality for TCEQ approval.

Pilot Plan Summary:

- Demonstrate proposed full-scale MF system design parameters (flux, backwash, recovery, integrity test, etc.)
 - Demonstrate TOC reduction capability of microfiltration system.
 - Demonstrate the proposed membrane system will provide final effluent quality meeting parameters during all raw water quality conditions.
 - Demonstrate membrane permeability returns to appropriate levels after 30 days of operation with standard cleaning methods.

To satisfy these objectives, Aria Filtra formally Pall Water is pleased to offer pilot equipment and services to support the pilot study objectives outlined above. Equipment has been selected based on information provided regarding the source water, the available process flow and site conditions related to climate, storage, waste handling, etc. Pall intends to operate a pilot of the *hollow-fiber membrane filtration process* for the purpose of process validation and definition of membrane filter operating parameters to allow us to provide a project scope definition, preliminary equipment selection, equipment pricing and estimated operating costs.

Our equipment & service scope of supply is outlined in Section 3 of this proposal. A project schedule is included in Section 4. If this information is not consistent with the project requirements established by the Owner or Engineer, please let us know so that we can issue a revised proposal.

2. Aria Filtra Offering

Item	Price
Freight Charges to Project Site to/from Aria Filtra Factory or other Aria Filtra designated location (Estimated)	\$10,000
Deployment Services: Startup and commissioning of Aria Filtra supplied equipment Training: On-site Owner/Engineer staff	Included
Flat rate piloting fee for the period of four month	\$40,000
Monthly piloting fee (each additional month after 4 months) if needed.	\$6,000
Total for a four Month Pilot Period	\$50,000

Validity

Pricing is valid for a period of 30 days from the date of proposal. If a formal purchase order is not received within the 30-day period, both the pricing and delivery schedule are subject to review and adjustment.

Taxes

No taxes are included in the proposal price. Any taxes of any type are for the account of the Purchaser.

3. Scope of Supply

3.1 Scope Summary Table

Item Description	By Aria Filtra	By OTHERS
Selection of MF Piloting skid	X	
Development of Pilot Study Protocol		X
Selection and optimization of MF operating parameters (flux, flux maintenance, and cleaning protocols). This includes ongoing adjustments during the optimization period or as needed throughout the pilot period.	X	
Pretreatment selection and design		X ¹
Aria Filtra Membrane Filtration Pilot Unit	X	
Membrane Filtration Module(s)	X	
Feed and Filtrate Turbidity Meters, HACH TU 5400	X	
Air Compressor (if required)	X	
CIP/EFM Hot water system	X	
Cleaning Chemicals for EFM/CIP		X
Start-up assistance and training	X	
Plumbing and electrical connections (as required)	X	
Internet connection where a minimum 4G cellular service is not available		X ²
Electronic data collection during piloting period	X	
Maintenance & cleaning activities	X ³	
Unloading of pilot equipment ⁴		X
Unpacking and repacking of pilot unit	X	
Daily site monitoring and manual data collection (per Pilot Protocol)		X
Weekly transmission of manually recorded data (if required)		X
Required water sample analyses		X
Final pilot report	X	

1. Aria Filtra reserves the right to review and approve pretreatment processes due to the direct impact of these processes on MF equipment integrity and performance.
2. Aria Filtra will provide a cellular modem if internet access is not available. To be coordinated before Pilot deployment.
3. Under some circumstances, Owner's staff may perform maintenance and cleaning or provide assistance as needed.
4. Unloading/Loading will require a suitable forklift or crane, depending on equipment selected for pilot study.

3.2 Equipment Description

The Aria® pilot test rig is designed to demonstrate the efficiency and performance of Aria Filtra's process design using microfiltration modules (with hollow fiber membranes) in water treatment applications. The pilot test rig is connected to a pressurized feed water supply and delivers filtered product (filtrate) to a tank or other downstream location as determined by the customer. The pilot unit is a lightweight, self-contained package. It is designed to roll on casters and fit through a standard doorway.

The pilot test rig is automated and programmed to control all aspects of filter operation while providing information on process variables and alarm conditions if needed. The unit requires very little operator intervention and includes remote control & monitoring functionality.

Operating Modes:

- Filtration
- Air Scrub
- Reverse Flush
- Forward Flush
- Integrity Testing
- Enhance Flux Maintenance / Clean In Place

**Refer to the flow schematic P&ID (Process and Instrument Diagram) for more information.*

MAJOR EQUIPMENT

On - Skid

- Filter Membrane Modules
- Feed / Reverse Flush Pumps
- Feed / Reverse Flush Tanks
- Feed Strainer(s)
- Instrumentation
- Control Panel

Off - Skid

- Air Compressor
- 30 Gallon Hot Water Heater
- Raw Water Transfer Pump (Optional)

DIMENSIONS

Footprint Sizes (approximate maximums):

MF Container: 288" L x 96" W x 108" H

Weights (approximate):

MF Container: 10,000 lbs.

INTERCONNECTION AND UTILITY REQUIREMENTS

The following tables estimate the utility requirements for the pilot test rig.

Note: The actual values and fit-up may vary in these tables depending on the final equipment configuration.

CUSTOMER CONNECTIONS

Process	Connection Size	Flow Rate	Min/Max Pressure	Notes
Feed	1-1/2" FNPT Sch 80 PVC	20 – 60 gpm	5-50 psig (at full flow)	
Filtrate Forward	1-1/2" FNPT Sch 80 PVC	20 – 60 gpm	0-20 psig	
Non-Chemical Drain	2" FNPT	36 gpm max. instantaneous	0 PSIG maximum backpressure	Line must drain freely away from skid
Chemical Drain	2" FNPT	36 gpm max. instantaneous	0 PSIG maximum backpressure	Line must drain freely away from skid

ELECTRICAL

Machine	Phase	Volts (nominal) / Hz	Amps / KVA	Notes
MF Container	1	208 or 230 VAC / 60 Hz	100A	Frame must be earth grounded

CLEANING CHEMICALS

The following is a list of chemicals normally needed for cleaning and to be provided by the customer. Aria Filtra Engineering will determine final chemicals/concentrations needed based on site specific parameters.

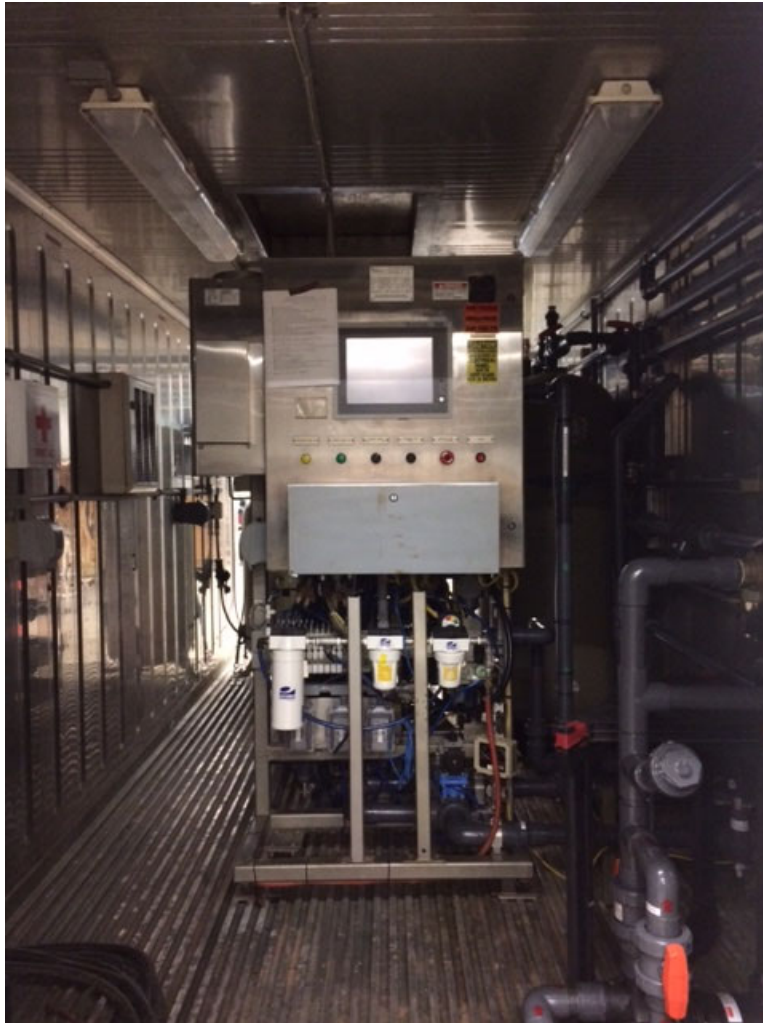
- Distilled Water
- Sodium Hypochlorite
- Sodium Hydroxide
- Citric Acid





Aria Filtra Proposal – 12252025-00

Aria Filtra, a Division of Trojan Technologies | 839 NY State Route 13, Cortland, NY, USA



3.3 Pilot Start-up and Staff Training

After unit delivery, an Aria Filtra field engineer will be on site to optimize system parameters and to provide operator training. The initial Clean-In-Place (CIP) procedure will be performed by Aria Filtra. At that time, the procedure can be demonstrated to operators so that it is possible that subsequent cleanings can be performed without Aria Filtra supervision. If that option is chosen, Aria Filtra will fully coordinate and plan such procedures in advance, as well as provide remote support via phone and modem connection.

3.4 Pilot Engineering Support

Aria Filtra Proposal – 12252025-00

Aria Filtra, a Division of Trojan Technologies | 839 NY State Route 13, Cortland, NY, USA

An Aria Filtra Pilot Engineer or Pilot Manager will be assigned to each project. The Pilot Engineer will be the focal point for project communications between the owner or owner’s representatives and Aria Filtra staff. The Aria Filtra Pilot Engineer is responsible for implementing any changes to Aria Filtra Pilot Skid operating setpoints. No changes to Aria Filtra equipment is authorized without the knowledge of the Aria Filtra Pilot Engineer. The following items are requirements for all pilot projects:

1. The Aria Filtra Pilot Engineer will have physical access to the Aria Filtra pilot equipment at all reasonable hours and at any time where immediate servicing of the unit is required.
2. Aria Filtra will have electronic access to the Aria Filtra piloting equipment at all times.
3. Although the owner or owner’s representative may be provided electronic access to the Aria Filtra PLC and data historian, no changes to the Aria Filtra software and/or data shall be made without explicit written instructions from the Aria Filtra Pilot Engineer.

4. Project Schedule

The following schedule has been developed based on the information we have been provided. Upon receipt and acknowledgement of a signed Pilot Rental Agreement the project schedule will be reviewed and if adjusted if necessary.

Proposed Schedule:

Milestone	Requested Schedule
Acknowledgement of Purchase Order	Typically, 1 to 3 business days after receipt of signed rental agreement
Equipment Ready to Ship	10 business days after acknowledgement of rental agreement
Equipment Delivery to Site	5 days after release for shipment
Installation Completed	Typically, 1 week after equipment delivery
Commissioning Complete	Typically, 1 week after equipment installation complete
Decommissioning and Return to Aria Filtra	Within two weeks after pilot completion

Attachment A – Pilot Unit Description

Aria Filtra Aria® Single Module Pilot Test Rig

SYSTEM DESCRIPTION

The Aria® pilot test rig is designed to demonstrate the efficiency and performance of Aria Filtra's process design using Microza® microfiltration modules (with hollow fiber membranes) in water treatment applications. The test rig will run a 6" diameter module (2m long). The data collected from testing will be used for full-scale system design being that the test rig is similar in process and operation. Refer to the flow schematic P&ID (Process and Instrument Diagram) for more information. The pilot unit is a lightweight, self-contained package built on a SST frame. It is designed to roll on casters and fit through a standard doorway (without the module installed.) The unit is equipped with calibrated (NIST traceable) instrumentation.

The pilot test rig is connected to a pressurized feed water supply and delivers filtered product (filtrate) to a tank or other downstream location as determined by the customer or engineering firm. This single module pilot unit should be supplied with at least a minimum feed flow rate of 20 to 25 gpm. However, higher flow rates can be achieved depending on module selection and water quality. The initial flow rates and other parameters are determined by past experience and typically are adjusted during the startup and optimization phase of testing.

The pilot test rig is automated and programmed to control all aspects of filter operation while providing information on process variables and alarm conditions if needed. The unit requires very little operator intervention. The control system uses both a PLC (Programmable Logic Controller) for machine I/O (Input/Output) control and an Industrial PC based OIC (Operator Interface Control). The OIC is a state-of-the-art controller with Process and Parameter displays. It performs real-time data logging and trending with visible display graphs. It includes a built-in modem for remote monitoring via a basic telephone connection. The operator has access to the display screens and data using the touchscreen feature of the OIC, or the keyboard and mouse.

The main operating mode is Filtration, but in order to maintain the module and system performance, certain process cycles are initiated for cleaning. AS (Air Scrub) is used to gently shake the module fibers along with RF (Reverse Filtration) or FL (Forward Flush), which backflushes water to drain. Periodic EFM (Enhanced Flux Maintenance) cycles circulate heated and treated water through the module. In some cases, pre-treatment may be required to bring contaminants out of solution in order for filtration to be effective. Over time, periodic maintenance may also be required such as CIP (Clean In Place), which is operator-initiated but with computer-aided steps.

The process parameters, trend graphs, and cumulative data all help determine the system performance and aid in its optimization. Some of the key parameters are TMP (Trans-Membrane Pressure), flow rates, pressures, temperature, turbidity, and air scrub settings for pressure, flow and duration. An automated IT (Integrity Test), using regulated air pressure, can be initiated to confirm the integrity of the module fibers. With remote monitoring, Aria Filtra engineers will have access to view the pilot rig in operation and advise if process changes are needed. Aria Filtra's ongoing research with the Pilot Test Rig program may result in machine or process design changes.

COMPONENT DESCRIPTION

Filter Modules:

Aria Filtra supplies Microza® microfiltration modules using fibers in the microfiltration class:

Hollow fiber PVDF membranes, 0.1 micron pore size, Max TMP (trans-membrane pressure) 35-40 psid. pH range 1-10 (operational), PVC housing with NBR O-rings and gaskets, membrane fibers are epoxy resin potted.

Pre-Filter:

Depending on design the pilot test rig may use one of three pre-filters or a combination:

304 SST bag filter housing with 400-micron polyester mesh bag filter
Hayward PVC basket strainer and housing
Automatic strainer with PLC or local control

Feed Tank:

30-gallon capacity, polyethylene, flat bottom, removable top with perforated strainer on the discharge. An actuated flow control valve controls filling. Earlier models used a mechanical float valve or an on/off automated valve. The tank includes an overflow and recirculation line.

RF (Reverse Filtration) Tank:

30 Gallon polyethylene, flat bottom, sealed but removable top. An actuated valve controls the filling. Earlier models use a mechanical float valve. This tank uses a vent filter and overflow with trap to maintain the integrity of the stored Filtrate.

Chlorine Tank & Chemical Feed Pump:

Blue White NOIR pump model T1506N (integrated with 7 Gallon Storage vessel), maximum flow rate - 3.1 oz. per minute. Other chemical injection units are available.

Piping:

Process: Schedule 80, PVC, solvent welded or threaded

- 1-1/2" for Feed, Filtrate, etc.
- Some 1" and/or 3/4" for recirculation, venting, and drains
- 2" or 3" for main drain

Air supply: 1/2" SST fittings, and 3/8" OD tubing for valves and instruments.

Pumps:

Pump (Feed and RF): Goulds 1ST 1G5A2-RATED FOR 41GPM@100FT, centrifugal, 304 SST, with 1 X 1.25" NPT connections, 6" Impeller

Motors: Franklin 2.0 Hp or 3.0 Hp, 3500 rpm, 208/230/460V, 60 Hz, 1Ph. (Note: Earlier rigs had 1-1/2 Hp motors.)

VFD: Allen Bradley 160S-AA08 NSF 1P1 variable frequency drive.

Valves:

Hand valves 1" and larger:

Keystone (Fig 999), typically 1.5" butterfly-type, 150PSI, 10 position handle, Cast Iron body, 316 stainless disk, Wafer mount, EPDM seat and seals.

George Fischer, typically 105 psi, solvent weld, PVC/EPDM

Hand valves smaller than 1": ASAHI True Union PVC w/EPDM Seal surfaces.

Automated valves:

Keystone (Fig 770) typically 1.5" butterfly, 150PSI, Spring Return, Cast Iron body, 316 stainless disk, wafer mount, EPDM seat and seals

Air Solenoid Valves:

Numatics FlexiBlok Series 22 modular solenoid system. Number of solenoids depends on test rig but typically there are 6-8 solenoids including spares. 24VDC, 0-120psi.

Instrumentation:

Tank Level Transmitters: Foxboro pressure transmitter #IGP10-A22C1F, with local display, 0-30 psi, 4-20 mA, 0.5" FPT connection. (Note: Earlier rigs used Turck level probes.)

Pressure Transmitters (for Feed, Filtrate, Excess Recirculation, Module Inlet): Foxboro #IGP10-A22D1F; 0-300 psi, 4-20 mA, 0.5" FPT connection.

Temperature Transmitters – Pyromation R1T185L3-S4C: RTD, 4-20mA, 0-200 deg. F.

Flowmeters: Rosemount #8711TSA015UG1 (Note: Earlier rigs used Burkert 426 522 G Paddlewheel type.)

Turbidimeters: Hach 1720D and/or Hach 660 LaserTrac. (Note: Earlier rigs used 1720C.)

Particle Counter(s): Optional. Pacific Scientific, Met One PCX, 4 channel

Air Preparation:

General Pneumatics GMD-5 Automatic Desiccant Dryer

General Pneumatics GEN OM 9520 AF Coalescing Filter

General Pneumatics GEN OM9220 PF Particulate Filter

Numatics FlexiBlok 22 Series Regulators, pressure switch and final filter

Controls:

PLC: Allen Bradley SLC500 PLC w/ 5/05 E-Net Processor running RSLogix 500

OIC/PC: Allen Bradley 6181 Industrial PC Interface running RSView 32

Enclosure: Hoffmann NEMA-4X, UL approved

PHYSICAL DESCRIPTION

Footprint Sizes (approximate):

Test Rig:	Operational	96" L x 34" W x 125" H on casters
		109" L x 46" W x 128" H on skid
	Move-in (w/o module)	96" L x 34" W x 81" H on casters
		109" L x 46" W x 84" H on skid
	Crated for shipping	110" L x 47" W x 87" H

Note: Casters are removable.

Air Compressor: 30" x 36" x 70"H

Weights (approximate):

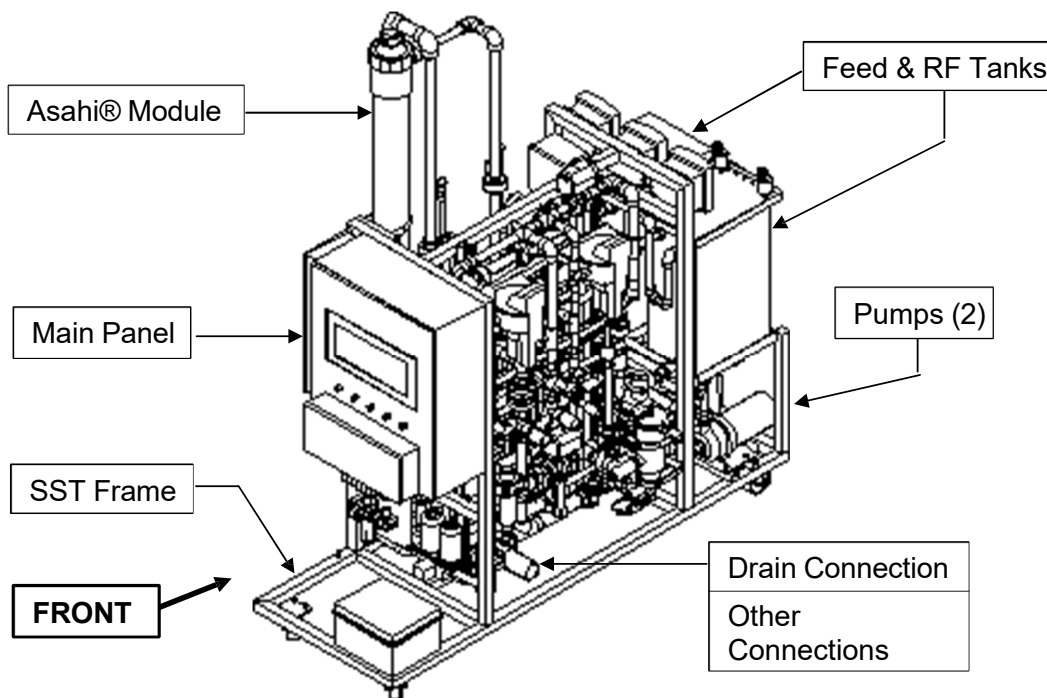
Pilot Test Rig:	1,700 lbs.
Air Compressor:	700 lbs

Module Flow Capacities:

Note: Flow rates are dependent on source water quality and module membrane type.

6" MF Module: 10-45 gpm

Aria Filtra Aria® Pilot Test Rig View (LGV and USV Single Module Units):



INTERCONNECTION AND UTILITY REQUIREMENTS

The following tables estimate the utility requirements for the pilot test rig. Note: The actual values and fit-up may vary in these tables depending on the final equipment configuration.

CONNECTIONS

Process	Qty	Rate	Fit-up	Notes
Feed	1	6" module: Min. 25 gpm	1-1/2" NPT Sch 80 PVC	Feed may utilize optional lift pump -- non-pressurized water sources
Filtrate Forward	1	6" module 11 – 22.5 gpm	1-1/2" NPT Sch 80 PVC	
Drain	1	36 gpm max. instantaneous	2" or 3" NPT or Straight Pipe	Fit-up may vary
Air	1	15 SCFM instantaneous, @ 90 psig.	1/2" FNPT	Instrument grade per ISA RP 7.7 Auto-drier on-skid consumes ~ 10%

ELECTRICAL

Machine	Phase	Volts (nominal) / Hz	Amps / KVA	Notes
Test Rig	1	208 or 230 VAC / 60 Hz	30A	Frame must be earth grounded
Air Compressor	1	208 or 230 VAC / 60 Hz	30A	Separate from Test Rig and Fused
Lift Pump	1	115 or 230 VAC / 60 Hz	13.8 or 6.9A	3/4 HP (typical)
Sump Pump	1	115 VAC / 60 Hz	9.8A	1/2 HP (typical)
Transformer (step-down)	3 to 1 1 to 1	460 to 230 VAC / 60 Hz	15 KVA 30 KVA	Test Rig or Compressor Both loads combined

CHEMICAL (* Application Specific)

Name	Initial Qty	Usage	Chemical	Notes
Distilled Water	4 gal	As needed	H ₂ O	Used for instrument calibrations
Sodium Hypochlorite *	8 gal	As needed	NaOCl	Household Bleach 5-6% solution
Sodium Hydroxide *	15# or 6 gal	Dry: 2 to 4 lbs./month Liquid: 1 to 2 gal./month	NaOH	Caustic 25% solution
Citric Acid *	24# or 9 gal	Dry: 4 to 8 lbs./month Liquid: 1.5 to 3.0 gal./month	H ₃ C ₆ H ₅ O ₇	Acid 25% solution

***Attachment B – Equipment Rental Agreement
& Standard General Terms and Conditions of
Lease***

EQUIPMENT RENTAL AGREEMENT

This Equipment Rental Agreement (this "Agreement"), dated as of the 19 day of December 2025, by and between Trojan Technologies, a New York corporation, located at 839 State Route 13, Cortland, NY 13045-5630 ("Owner") and City of Decatur having its principal place of business at 201 E Walnut St. Decatur, TX. 76234 ("Renter"). Owner and Renter are collectively referred to herein as the "Parties" and individually as a "Party".

The Parties, for the consideration hereafter named, agree as follows:

- Equipment.** Subject to the Terms and Conditions of Lease, attached hereto and incorporated by reference (the "terms"), Owner hereby rents to Renter all of the equipment named and identified in the following List of Equipment (the "Equipment"), for use at the designated location and at such rental rate for the rental period as is therein stated.

LIST OF EQUIPMENT

Description of Equipment	Rental Period	Equipment Model Number	Rental Charge Per Month (\$USD)	Total Price
Freight Charges to Project Site to/from Aria Filtra Factory or other Aria Filtra designated location (Estimated)	4 Mnths.	N/A	N/A	\$10,000
Deployment Services: Startup and commissioning of Aria Filtra supplied equipment Training: On-site Owner/Engineer staff	N/A	N/A	N/A	Included
Flat rate piloting fee for the period of 4 months	4 Mnths.	N/A	N/A	\$40,000
Monthly piloting fee (each additional month after 4 months)	N/A	N/A	N/A	\$6,000
			TOTAL for Pilot Period	\$50,000

- Proposal.** This Agreement pertains to and incorporates Owner's Proposal number Rev. 0 dated December 19, 2025 (the "Proposal").
- Address for Rental Charge Payments.** Rental Charges shall be paid to Owner, without notice, setoff, or deduction, in advance on the first day of each month, in U.S. Dollars at the rate set forth above, to the following address or financial institution:

USPS Mail or Courier:
Trojan Technologies Corp
 P.O. Box 5630, 839 State Route 13
 Cortland, New York 13045-5630

Wire Transfers:
 Bank Name: Bank of America N.A.
 Bank Address: 1401 Elm Street
 2nd Floor
 Dallas, TX. 75202
 ABA (ACH): 071923284
 ABA (Wires): 026009593
 SWIFT Code: BOFAUS3N
 Account Number: 8765529762
 Account Name: Trojan Technologies Corp.

4. **Notices.** All notices permitted or required in connection with this Agreement shall be in writing and shall be deemed given (i) if mailed by certified mail, return receipt requested, three business days after dispatch; (ii) if delivered to a recognized overnight express mail service or carrier for next day delivery, on the first business day after dispatch; (iii) if delivered on a business day by personal delivery or electronic or facsimile transmission, with "hardcopy" original to follow as provided in clause (i), (ii) or (iii) above, on the same day as delivered, otherwise on the next business day; in each case, addressed as follows (or to such other address as either Party may notify the other Party in writing):

if to Owner, to: Trojan Technologies Group, ULC
2030 Gore Road
London, ON N5V-4T7
Attention: [Legal Department]

with a copy to: Trojan Technologies Corporation
839 NY State Route 13
P.O. Box 5630, Cortland, NY 13045
Attention: []

if to Renter to: City of Decatur 201 E Walnut St. Decatur, TX. 76234

5. **Corporate Authority.** The Parties hereto covenant and warrant that the persons executing this Agreement on their behalf have been duly authorized to do so, and this Agreement constitutes a valid and binding obligation of the Parties hereto. The Renter will, if requested by Owner, provide to Owner, Certificates of Authority naming the officers of the Renter who have the authority to execute this Agreement.

IN WITNESS WHEREOF, the parties by their duly authorized officers or representatives have executed this Agreement on the dates set forth below.

Owner

Trojan Technologies Corporation

By: _____
(Signature)

Name: _____

Title: _____

Date: _____

Renter

City of Decatur

By: _____
(Signature of Authorized Principal or Officer)

Name: _____

Title: _____

Date: _____

Standard General Terms and Conditions of Lease

1. **Generally.** These terms and conditions stated below (these “terms”) shall apply to your rental from Trojan Technologies Corporation or its subsidiaries (“Owner”) of certain equipment (the “Equipment”). These terms together with the Rental Agreement or Purchase Order by and between Owner and you (“Renter”), constitute a contract between the parties therein named which contract is hereafter referred to as this “Agreement”. Any additional or different terms proposed by Renter are specifically rejected.
2. **Rental Period.** Unless otherwise noted in the Owner’s proposal, the rental period shall begin when the Equipment departs the Owner’s facility and shall end when the Equipment arrives at the Owner’s facility after completion of rental. The Rental Period shall cover all time consumed in transporting the Equipment, including the date of delivery to a public carrier for transit to Renter and upon return of the Equipment, the date of legal delivery by such carrier to Owner, or if no public carrier is used, shall include the date upon which transit to Renter begins and the date upon which transit from Renter ends at Owner’s unloading point.
3. **Delivery.** Unless otherwise noted in the Owner’s proposal, delivery of the Equipment is FCA (Owner’s facility) Incoterms 2020; claims for damages to the Equipment in shipment must be made directly to the freight carrier. All transportation charges for delivery of the Equipment to Renter’s Location are to be paid by Renter. All rigging, drayage charges, structural alterations, rental of heavy equipment and/or other expense necessary to place the Equipment at the Location are to be promptly paid by Renter.
4. **Installation.** Renter agrees to pay for the actual installation of the Equipment at Renter’s Location. Renter shall make available and agrees to pay for all costs associated with providing a suitable place of installation and necessary power and utilities required for operating the Equipment as defined in the manual or instructions. All supplies consumed or required by the Equipment shall be furnished and paid for by Renter.
5. **Inspection; Conclusive Presumptions.** Renter shall inspect the Equipment within three (3) business days after receipt thereof. Unless Renter gives written notice to Owner within said period of time, specifying any defect in or other proper objection to the Equipment, Renter agrees that it shall be conclusively presumed, as between Owner and Renter, that Renter has fully inspected and acknowledged that the Equipment is in good condition and repair, and that Renter is satisfied with and has accepted the Equipment in such condition and repair.
6. **Rental Charges.** Renter shall pay the Rental Charges for the entire Rental Period on each article of Equipment, without notice, setoff, or deduction, in advance on the first day of each month, in U.S. Dollars at the rate set forth in this Agreement and in accordance with the following:
 - (a) Monthly Rental Rates shall not be subject to any deductions on account of any non-working time in the month unless the equipment is inoperable for more than three (3) days not due to the fault of Renter. The amount of Rental Charges payable for any fraction of a month at the beginning or end of the Rental Period shall be the monthly rental rate, prorated according to the number of calendar days in such fraction.
 - (b) Daily Rental Rates shall not be subject to deductions for any non-working time in the day and shall be paid for each calendar day in the month.

- (c) Unless otherwise specified in the Owner's proposal, payment terms are NET 30 days. All late payments shall be subject to any costs of collection. Any payments past due for more than thirty (30) days shall bear interest at the rate of 1½% per month, or the maximum legal rate allowed by applicable law, whichever is lower, calculated from the date when such payment was due until paid, and on any other sum for breach of this Agreement, from the date of the breach.
7. **Security Deposit.** Any security deposit paid by renter to Owner is paid to guarantee Renter's full and faithful performance of all terms, conditions, and provisions of this Agreement and for any damages caused by Renter or Renter's agents to the Equipment. Owner may use part or all of the security deposit to repair any damage to Equipment caused by Renter or Renter's agents. However, Owner is not just limited to the security deposit amount and Renter remains liable for any balance. Renter shall not apply or deduct any portion of any security deposit from the last or any month's rent. Renter shall not use or apply any such security deposit at any time in lieu of payment of rent. If Renter breaches any terms or conditions of this Agreement, Renter shall forfeit any deposit, as permitted by law. If Renter shall so perform, an equal sum shall be repaid without interest to Renter at the termination of this Agreement.
8. **Fees, Assessments, and Taxes Paid by Renter.** Renter shall pay all license fees, assessments, and sales, use, property and excise, and other taxes or hereafter imposed, and relating to Renter's use or possession of the Equipment.
9. **Repair, Maintenance, and Operation of the Equipment.**
- (a) Renter shall use the Equipment in accordance with its specifications and for its designated use and shall comply with all requirements contained in this Agreement and any additional documentation delivered by Owner to Renter with respect to the Equipment. Renter shall ensure that the Equipment is not subjected to careless, unusually, or needlessly rough usage.
 - (b) Renter shall, at its sole cost and expense, perform all routine maintenance in accordance with the Proposal throughout the Rental Period.
 - (c) Subject to Sections 9(b) and 13, Owner shall maintain the Equipment in good working condition and in good repair, ordinary wear and tear resulting from proper use excepted.
 - (d) Renter shall not modify or alter the Equipment or remove, alter, disfigure or cover up any numbering, lettering, or insignia displayed upon the Equipment. In the event of any modifications or alterations, Renter will be responsible for all reasonable costs of Owner in restoring the Equipment to its normal condition.
10. **Location and Ownership of the Equipment.**
- (a) The Equipment shall, at all times, be the sole and exclusive property of Owner. Renter shall have no right or property interest therein, except for the right to use the Equipment in the normal operation of its business at the Location, or as otherwise provided herein. The Equipment is and shall remain personal property even if installed in or attached to real property. Owner shall be permitted to display notice of its ownership on the Equipment by means of a suitable stencil, label or plaque affixed thereto.
 - (b) Renter shall keep the Equipment separate from its own equipment and shall mark it to indicate that it is the property of Owner. Renter shall give Owner immediate notice in the event that any of said equipment is levied upon or is about to become liable or is threatened with seizure, and Renter shall indemnify Owner against all loss and damages caused by such action.

11. **Default; Remedies.** A default shall be deemed to have occurred hereunder upon the occurrence of any of the following (each, an "**Event of Default**") (i) non-payment of Rental Charges when due; (ii) non-payment when due of any other payment hereunder, (iii) default in the payment when due of any amounts to Owner or any affiliate of Owner arising independently of this Agreement; (iv) failure to maintain, use or operate the Equipment in compliance with this Agreement or applicable law; (v) failure to obtain, maintain and comply with all of the insurance coverages required under this Agreement; (vi) any transfer or encumbrance of the Equipment, or the existence of any lien on the Equipment; (vii) the commencement of any bankruptcy, insolvency, receivership or similar proceeding by or against Renter or any of its properties or business (unless, if involuntary, the proceeding is dismissed within sixty (60) days of the filing thereof) or the rejection of this Agreement in any such proceeding; (viii) the failure by Renter generally to pay its debts as they become due or its admission in writing of its inability to pay the same; (ix) Renter shall cease to do business as a going concern, liquidate, or dissolve; (x) Renter shall sell, transfer, or otherwise dispose of all or substantially all of its assets or property; or (xi) Renter shall default in the performance of any other covenant herein and such default shall continue for five days after written notice hereof to Renter by Owner. Upon the Occurrence of an Event of Default, Owner shall have the right to exercise any one or more of the following remedies:
- (a) To declare the entire amount of Rental Charges hereunder immediately due and payable as to any or all items of the Equipment, without notice or demand to Renter;
 - (b) To sue for and recover all Rental Charges, and other payments, then accrued or thereafter accruing, with respect to any or all items of the Equipment.
 - (c) To take possession of any or all items of the Equipment without demand, notice, or legal process, wherever they may be located. Renter hereby waives any and all damages occasioned by such taking of possession. Any said taking of possession shall not constitute a termination of this Agreement as to any or all items of Equipment unless Owner expressly so notifies Renter in writing. If Renter denies or interferes with Owner's right of entry, removal and possession, Owner may enforce said right in a court of law and in such proceeding the only matter to be considered shall be the right of entry, possession and removal. In any undertaking required pursuant to such an enforcement, the levying officer as authorized shall promptly deliver possession of the Equipment to Owner and Renter shall be liable for all costs including reasonable attorneys' fees.
 - (d) To terminate this Agreement as to any or all items of Equipment; and/or
 - (e) To pursue any other remedy at law or in equity.

Notwithstanding any repossession, or any other action which Owner may take, Renter shall be and remain liable for the full performance of all obligations on the part of Renter to be performed under this Agreement. All remedies of Owner are cumulative, and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed to be an election of such remedy or to preclude the exercise of any other remedy. Renter shall pay Owner all costs and expenses, including reasonable attorneys' fees, incurred by Owner in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions, or provisions hereof.

12. **Quiet Possession and Inspection.** Owner hereby covenants with Renter that Renter shall quietly possess the Equipment subject to and in accordance with the provisions of this Agreement so long as there is no Event of Default hereunder; provided, however, that Owner or its designated agent may, at any and all reasonable times during business hours, enter Renter's Location for the purposes of inspecting the Equipment and the manner in which it is being used, and upon prior written notice, audit Renter's records retained in connection with this Agreement to confirm compliance with the terms of this Agreement.

13. **Damage and Loss.**

(e) Damaged Equipment

1. Renter assumes and shall bear the entire risk of damage to the Equipment from any cause, except damage in the possession of the Shipper, during the term of the Lease. Unless pre-existing damage is reported to Owner within three (3) business days after Renter takes possession of the Equipment, it is assumed any damage to the Equipment occurred during the Term of the Lease. If there is a dispute between Owner and Renter as to whether damage occurred in possession of the Shipper, the equipment shall be sent to an external repair facility. The opinion of the repair facility, as to the cause of the damage, shall be binding on the parties.
2. In the event of damage, Owner shall choose the repair method and venue, within reason. If Owner chooses an external venue for repair, Renter is responsible for the total cost of repair, if commercially reasonable. Owner may elect to repair the Equipment in-house. In these cases, Renter shall be responsible for Owner's reasonable expenses for parts and labor.

(f) Loss of Equipment

1. Renter assumes and shall bear the entire risk of loss of the Equipment from any cause during the term of the Lease.
2. In the event that the Equipment is reported by Renter to be lost or stolen during the term of the Lease, Renter is liable to Owner for the replacement value of the Equipment.

14. **Insurance.**

- (a) Renter shall, for the longer of (i) the Rental Period or (ii) the period in which the Equipment is at the Location of Renter or in route to Owner's premises, maintain: (i) Commercial General & Products Liability (written on ISO occurrence based form) with a bodily injury and property damage combined single limit in the amount of \$1,000,000 per occurrence (or such higher amounts as may be required in order to obtain the umbrella liability coverage described below); (ii) Commercial Umbrella Liability in the amount of \$5,000,000 per occurrence; and (iii) Broad Form Property Insurance for the full replacement value of the Equipment. Owner shall be named as additional insured on the foregoing liability policies and loss payee on the foregoing property policies. Each of the above-mentioned policies shall contain waivers of the insurer's subrogation rights against Owner. Insurance companies used for the above policies must have an A.M. Best rating of A- or better.
- (b) Prior to the delivery of the Equipment to Renter, Renter shall deliver to Owner a current certificate of insurance reflecting the above referenced coverages, in a form and substance satisfactory to Owner, acknowledging that Owner has been named as an additional insured on all referenced policies with respect to liability arising out of Renter's activities or omissions. No such policy will be cancelled or materially changed without at least 30 days prior written notice to and the consent of Owner.

15. **End of Rental Period.** Upon expiration of the applicable Rental Period, or the termination of this Agreement, Renter shall promptly return to Owner the Equipment, at Renter's cost and expense, in good working condition and good repair, ordinary wear and tear resulting from proper use thereof alone excepted; and pay to Owner any and all outstanding amounts due Owner as of the date of such termination or expiration. The Equipment must be returned in the same shipping container as it was received it; failure to do so will result in a restocking fee up to

\$1,000.00. The amount of the restocking fee will vary based on the Equipment shipped and the shipping container that was used and is determined in Owner's sole discretion. Prior to return of the Equipment, Renter agrees to decommission the Equipment in accordance with the decommissioning procedure documented in the Proposal or Instruction Manual provided. Failure to complete these actions may result in additional charges. The Equipment will be inspected upon return and the determination of any damage charges will be at the discretion of Owner. Renter agrees to pay additional Rental Charges on Equipment at the rate of two times the daily Rental Charge rate for each day, beginning on the expiration of the Rental Period, which the Equipment has not been returned to Owner. Rental Charges for late returns may be deducted from the security deposit at the option of Owner.

16. **No Subletting or Assignment.** Renter shall not assign, delegate, transfer or encumber any of its rights or obligations hereunder, sublet the Equipment or otherwise permit the Equipment to be operated or used by, or to come into or remain in the possession of, anyone but Renter. Without limiting the foregoing, Renter may not attempt to dispose of any of the Equipment, and Renter shall maintain the Equipment free from all liens, notify Owner immediately upon receipt of notice of any lien affecting the Equipment, and defend Owner's title to the Equipment.
17. **DISCLAIMER OF WARRANTIES.** OWNER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, ITS DESIGN, ITS CAPACITY, ITS PERFORMANCE, ITS MATERIAL, ITS WORKMANSHIP, ITS FITNESS FOR ANY PARTICULAR PURPOSE. OWNER FURTHER DISCLAIMS ANY LIABILITY WHATSOEVER FOR LOSS, DAMAGE, OR INJURY TO RENTER OR THIRD PARTIES AS A RESULT OF ANY DEFECTS, LATENT OR OTHERWISE, IN THE EQUIPMENT. AS TO OWNER, RENTER RENTS THE EQUIPMENT "AS IS". OWNER SHALL NOT BE LIABLE IN ANY EVENT TO RENTER FOR ANY LOSS, DELAY, OR DAMAGE OF ANY KIND OR CHARACTER RESULTING FROM DEFECTS IN, OR INEFFICIENCY OF, EQUIPMENT HEREBY RENTED OR ACCIDENTAL BREAKAGE THEREOF.
18. **Indemnity.** Renter shall defend and indemnify Owner against, and hold Owner harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including reasonable attorneys' fees, arising out of, connected with, or resulting from the Equipment or this Agreement, including without limitation, the manufacture, selection, delivery, leasing, renting, control, possession, use, operation, maintenance or return of the Equipment. Renter shall further defend and indemnify Owner, and hold Owner harmless from all loss and damage to the Equipment during the Rental Period. Renter recognizes and agrees that included in this indemnity clause, but not by way of limitation, is Renter's assumption of any and all liability for injury, disability and death of workmen and other persons caused by the operation, use, control, handling, or transportation of the Equipment during the Rental Period.
19. **Limitation of Liability.** IN NO EVENT, WILL OWNER BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, WHATEVER THE CLAIM (TORT, BREACH OF CONTRACT OR WARRANTY OR OTHERWISE) AND WHATEVER THE FORUM. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IN NO EVENT WILL OWNER BE LIABLE FOR ANY LOSSES OR DAMAGES IN EXCESS OF THE RENTAL CHARGES PAID TO OWNER WITH RESPECT TO THE 12 MONTH PERIOD PRECEDING THE CLAIM.
20. **Intellectual Property Infringement:** Renter has no authorization to make any representation, statement, or warranty on behalf of Owner relating to the Equipment. Renter shall indemnify and defend, at its own expense, Owner against claims or liability for U.S. or applicable foreign patent, copyright, trademark or other intellectual property infringement and for product liability arising from the preparation or manufacture of a Equipment or part thereof according to Renter's specifications or instructions, or from Renter's unauthorized or improper use of the Equipment, or from any changes or alterations to the Equipment or part thereof made by persons other than Owner, or from the use of the Equipment in combination with products not furnished by Owner.

21. **Ownership of Materials:** All ideas, concepts, whether patentable or not, devices, inventions, copyrights, improvements or discoveries, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information that are: a) created, prepared, reduced to practice or disclosed by Owner; and/or b) based upon, derived from, or utilize the Confidential Information of Owner, and all related intellectual property rights, shall at all times remain Owner's property. No right, title or interest in any patents, trademarks, trade names or trade secrets, or in any pattern, drawing or design for any Equipment or in any other Owner intellectual property right, shall pass or transfer to the Renter and Owner shall at all times retain ownership rights therein. Owner grants Renter a non-exclusive, non-transferable license to use any such material to the extent necessary and solely for Renter's use of the Equipment during the Rental Period. Renter shall not disclose any such material to third parties without Owner's prior written consent. Renter shall not, directly or indirectly, and shall cause its employees, agents and representatives not to: (i) alter or modify the Equipment and/or parts thereof, (ii) disassemble, decompile or otherwise reverse engineer or analyze the Equipment and/or parts thereof, (iii) remove any product identification or proprietary rights notices, (iv) modify or create derivative works, (v) otherwise take any action contrary to Owner's rights in the technology and intellectual property relating to the Equipment and/or parts thereof, and/or (vi) assist or ask others to do any of the foregoing.
22. **Confidentiality.** If Owner discloses or grants Renter access to any research, development, technical, economic, or other business information or know-how of a confidential nature, whether reduced to writing or not, Renter shall not use or disclose any such information to any other person or company at any time, without Owner's prior written consent. Such obligation shall continue for 5 years after said disclosure regardless of the termination of this Agreement or the expiration of the Rental Period. Renter shall not, directly or indirectly, and shall cause its employees, agents and representatives not to: (i) alter or modify the products, (ii) disassemble, decompile or otherwise reverse engineer or analyze the products, (iii) remove any product identification or proprietary rights notices, (iv) modify or create derivative works, (v) otherwise take any action contrary to Renter's rights in the technology and intellectual property relating to the products, and/or (vi) assist or ask others to do any of the foregoing. In the event that Owner and Renter have entered into a separate confidentiality agreement, the terms and conditions of such agreement shall take precedence over these terms.
23. **No Waiver.** No failure on the part of the Owner to exercise and no delay in exercising, any right or remedy, shall operate as a waiver thereof; nor shall any single or partial exercise by Owner of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy.
24. **Force Majeure:** Seller is excused from performance of its obligations under this Contract to the extent caused by acts or omissions that are beyond its control, including but not limited to Government embargoes, blockages, seizures or freezing of assets, delays, or refusals to grant an export or import license, or the suspension or revocation thereof, or any other acts of any Government; fires, floods, severe weather conditions, or any other acts of God; quarantines; pandemics; outbreaks; labor strikes or lockouts; riots; strife; insurrections; civil disobedience or acts of criminals or terrorists; war; material shortages or delays in deliveries to Seller by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms, and payments under any letters of credit will be extended for a period of time equal to the period of delay.
24. **Severability.** The provisions of this Agreement are several and, in the event that any court of competent jurisdiction shall determine that any portions of this Agreement is invalid, the terms of this Agreement shall nevertheless be fully enforceable to the extent not specifically deemed invalid.
26. **Governing Law:** This Agreement, and all the rights and duties of the Parties arising from or relating in any way to the subject matter of this Agreement or the transaction(s) contemplated by it,

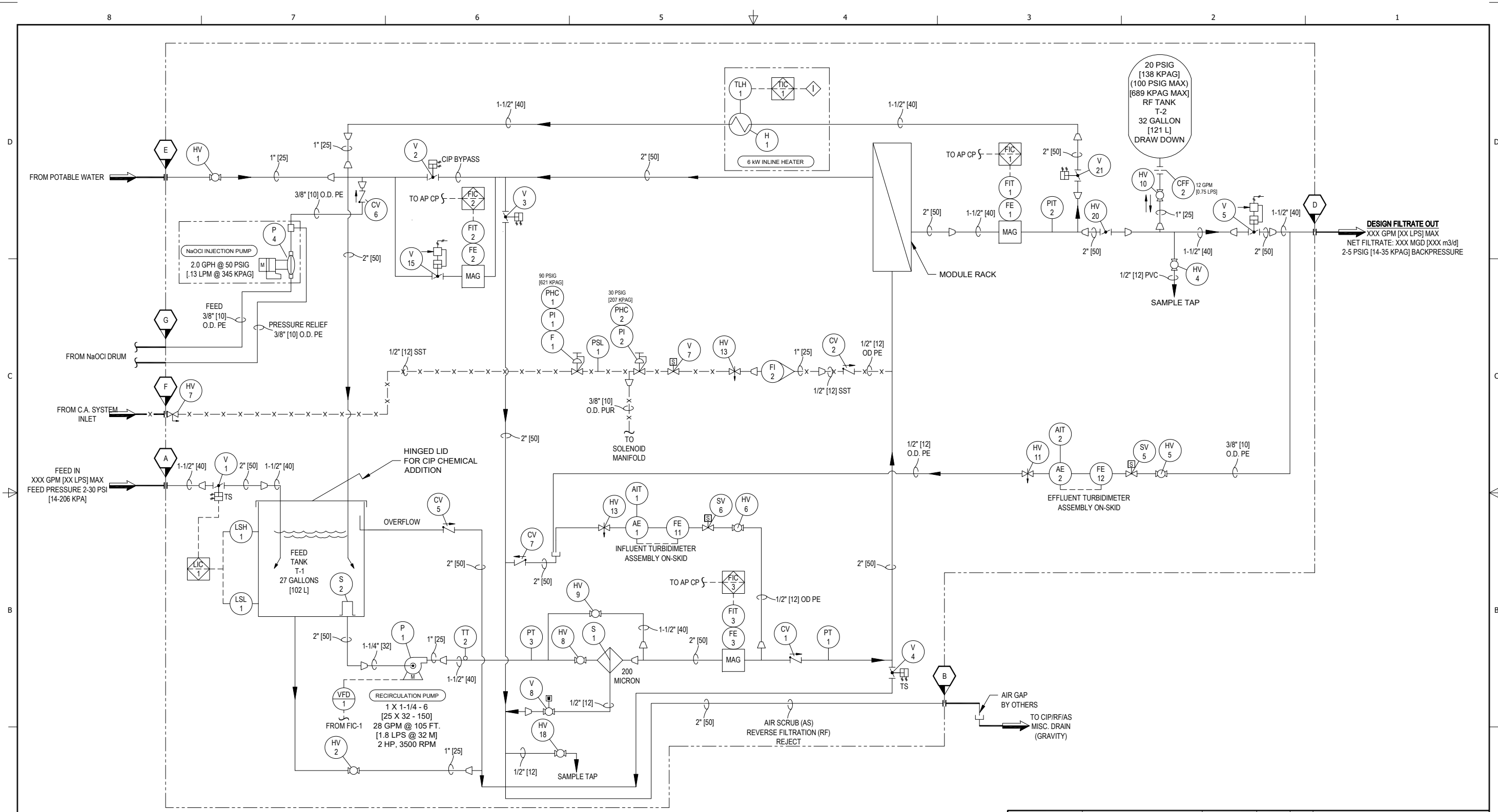
shall be governed by the laws of the State of New York, regardless of conflict of laws principles, and the parties hereby unconditionally and irrevocably submit to (and waive any objection on the grounds of inconvenient forum or otherwise) the jurisdiction of the Supreme Court of the State of New York, County of Nassau or the United States District Court for the Southern District of New York, which courts shall have exclusive jurisdiction to adjudicate and determine any suit, action or proceeding regarding or relating to this Agreement and the rental of the Equipment. A judgment, order or decision of those courts in respect of any such claim or dispute shall be conclusive and may be recognized and enforced by any courts of any state, country or other jurisdiction.

The parties expressly exclude the application of the United Nations Conventions on Contracts for the International Sale of Goods, and further exclude the applications of the International Sale of Goods Contracts Convention Act, S.C. 1990-1991, C.13, and the International Sale of Goods Act, R.S.O. 1990, C.I. 10, as amended.

EACH PARTY HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS PURCHASE ORDER.

27. **Survival:** All payment, confidentiality and indemnity obligations, limitations of liability and ownership of materials provisions together with those sections the survival of which is necessary for the interpretation or enforcement of this Agreement, shall continue in full force and effect for the duration stated in such provisions or the applicable statute of limitations.
28. **Funds Transfers (Payments):** Buyer and Pall both recognize that there is a risk of banking fraud when individuals impersonating a business demand payment under new banking or mailing instructions. To avoid this risk, Buyer must verbally confirm any new or changed bank transfer or mailing instructions by calling Pall at +1-607-753-6041 and speaking with Pall's Credit Manager before mailing or transferring any monies using the new instructions. Both parties agree that they will not institute mailing, or bank transfer instruction changes and require immediate payment under the new instructions but will instead provide a ten (10) day grace period to verify any payment instruction changes before any new or outstanding payments are due using the new instructions.
29. **Entire Agreement.** This Agreement represents the entire agreement of the Parties with respect to the rental of Equipment and may not be modified except in writing signed by Owner.

Attachment C – Drawings



G	CIP TRANSFER SYSTEM TO AP SKIDS (NaOCl)
F	COMPRESSED AIR SUPPLY
E	CIP MAKEUP WATER / EFM WATER
D	FILTRATE FORWARD
B	CIP / RF / AS MISC. DRAIN
A	FEED
ITEM	DESCRIPTION

PRELIMINARY
NOT FOR CONSTRUCTION USE

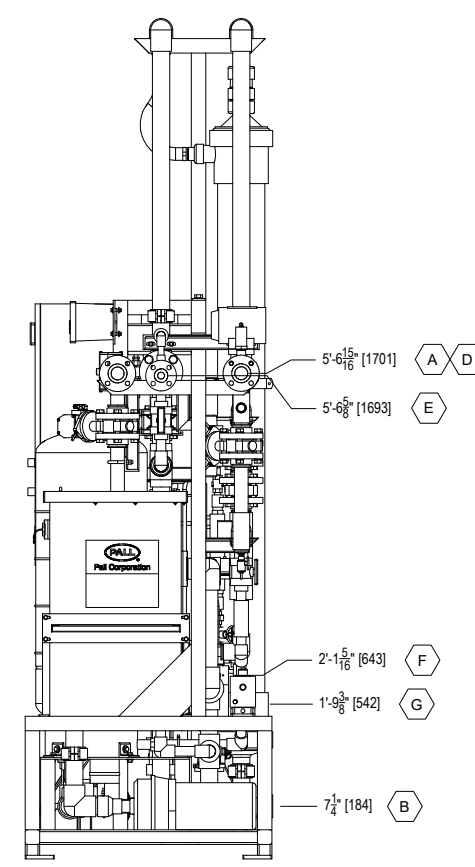
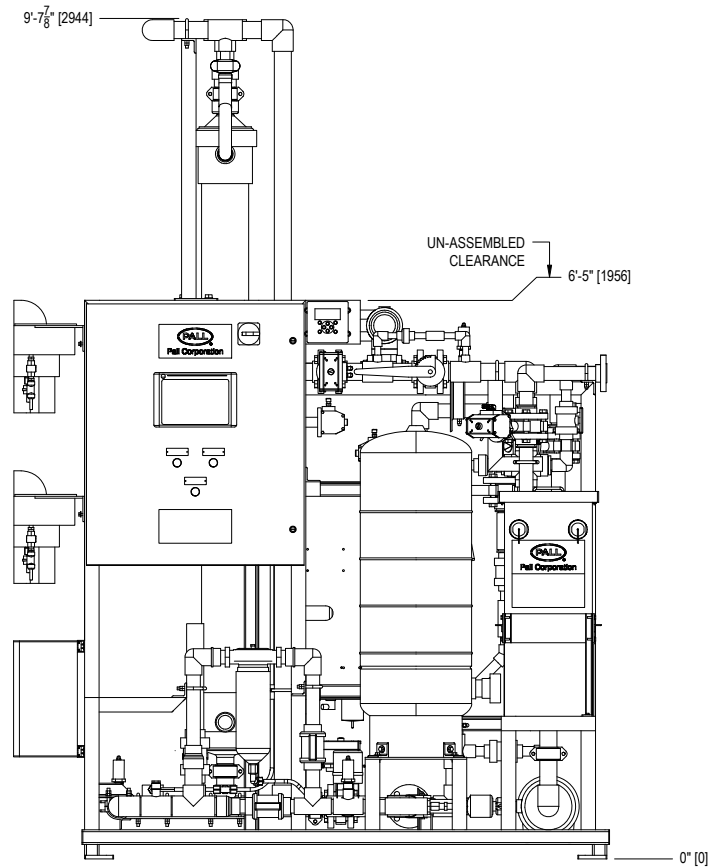
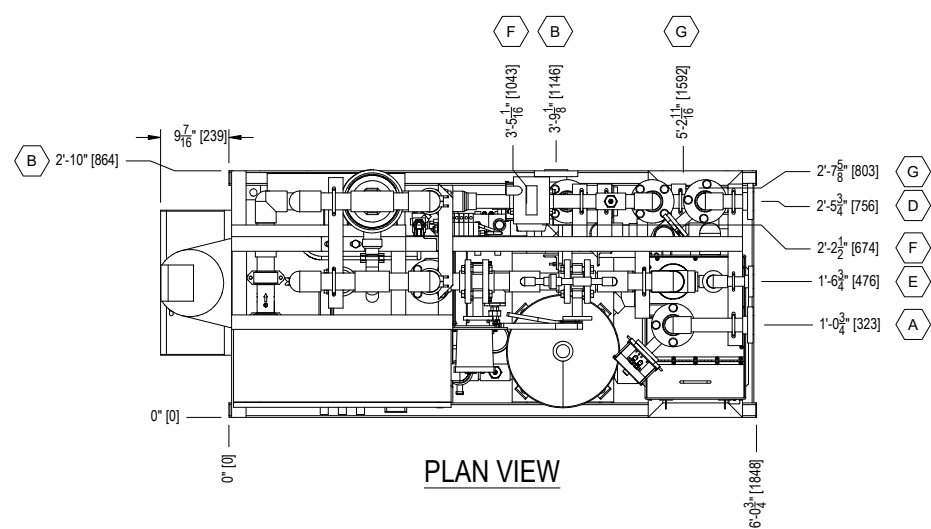
REFER TO SHEET 1
FOR ALL NOTES

<p>These commodities, technology or software may only be exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to U.S. law is prohibited.</p>	<p>UNLESS OTHERWISE SPECIFIED, THE FOLLOWING INFORMATION PERTAINS ONLY TO THIS SHEET</p>	<p>NAME: P. HOWARD DATE: 13DEC2024</p>	<p>ariaFILTRA A Division of Trojan Technologies</p> <p>Copyright 2023 TROJAN TECHNOLOGIES GROUP ULC This document may contain confidential technical data, including trade secrets proprietary to Trojan Technologies Group ULC. The drawing, design rights and all other disclosures in this document are the property of Trojan Technologies Group ULC. Unauthorized use, copying, distribution to third parties, manufacture, or reproduction in whole or in part is prohibited.</p>	
	<p>DIMENSIONS ARE IN: <input checked="" type="checkbox"/> INCHES ONLY <input type="checkbox"/> MILLIMETER ONLY</p>	<p>TOLERANCE: FRACTION ±</p>		<p>DRAWN BY: P. HOWARD PROJECT ENGINEER: S. TOOMEY ENGINEER: --- ENGINEER: --- CHECKER: ---</p>
	<p>ALL FINISHED SURFACES: <input checked="" type="checkbox"/> μm V <input type="checkbox"/> μm</p>	<p>TOLERANCE: ANGLE ± DEG</p>		<p>PROJECT ID: OPP-2285240</p>
	<p>SCALE: <input checked="" type="checkbox"/> DO NOT SCALE FROM DRAWING <input type="checkbox"/> XXX ± <input type="checkbox"/> XX ± <input type="checkbox"/> X ±</p>	<p>THIRD ANGLE PROJECTION: <input checked="" type="checkbox"/> <input type="checkbox"/></p>		<p>DRAWING NAME: SYSTEM, AP, PILOT UNIT, AP-1 MICROFILTRATION PILOT SKID - P&ID</p>
<p>IMPORTANT BEFORE ATTEMPTING TO OPERATE OR INSTALL THIS SYSTEM IT IS ESSENTIAL TO READ AND UNDERSTAND THIS PRODUCT'S OPERATION AND MAINTENANCE MANUAL (SHIPPED UNDER SEPARATE COVER). FAILURE TO READ THE OPERATION AND MAINTENANCE MANUAL BEFORE ATTEMPTING TO OPERATE ANY EQUIPMENT MAY RESULT IN SERIOUS PERSONAL INJURY AND/OR PRODUCT DAMAGE, AND VOID ANY AND/OR ALL WARRANTIES.</p>	<p>DRAWING NUMBER: NYCS000018531</p>	<p>REVISION: 00</p>	<p>MATERIAL ITEM MASTER: --- DWG SIZE: D SHEET: 1 OF 1</p>	

NOTES:

- DO NOT STORE THE MODULES OR THEIR SHIPPING CONTAINERS OUTSIDE OR IN AN AREA WHERE THERE WILL BE EXPOSURE TO DIRECT SUNLIGHT, EXCESSIVE HEAT, OR COLD. ARIA FILTRA CORPORATION REQUIRES MEMBRANES BE STORED IN A CONTROLLED, SECURE ENVIRONMENT TO GUARANTEE MODULES ARE NOT DAMAGED DURING STORAGE.
- DO NOT DROP OR EXPOSE THE MODULES OR THEIR SHIPPING CONTAINERS TO SHOCK OR IMPACT. THERE MAY BE DAMAGE TO THE MEMBRANE EVEN IF NO VISIBLE DAMAGE TO THE MODULE CASE IS EVIDENT.
- THE MODULE RACK ASSEMBLY AND INTERCONNECT PIPING ASSEMBLY WILL BE SHIPPED LOOSE FOR INSTALLATION IN THE FIELD.
- THIS DRAWING SHOWS (1) COMPLETE AP4 ASSEMBLY.
- THE DISKS ON ELASTOMER-SEATED BUTTERFLY VALVES MUST BE AT LEAST PARTIALLY OPEN WHEN TIGHTENING FLANGE BOLTS. FAILURE TO DO SO WILL CAUSE PREMATURE FAILURE, AND WILL VOID ALL WARRANTIES ON THE VALVE.
- REFER TO INSTALLATION INSTRUCTIONS FOR PIPING ASSEMBLY.
- THE CONTROL ENCLOSURE IS CONSTRUCTED OF CARBON STEEL, PAINTED BLUE AND RATED NEMA 4. THE USE OF ALL CONDUIT PENETRATION HUBS OF THE SAME ENVIRONMENTAL RATING AS THE ENCLOSURE IS REQUIRED. DO NOT PENETRATE THE TOP OF THE ENCLOSURE.
- ALL FLANGES ARE BOLT CIRCLE/HOLE SIZE EQUIVALENT TO ANSI 150# RATED FLANGES.
- FIELD PIPING, CONNECTING TO ARIA FILTRA EQUIPMENT, MUST BE ADEQUATELY SUPPORTED TO PREVENT ANY NOZZLE LOADS ON THE EQUIPMENT. DO NOT USE SKID CONNECTIONS TO SUPPORT PIPING.
- ANCHOR BOLTS FOR SECURING MODULE RACK TO HOUSEKEEPING PAD TO BE SIZED, SUPPLIED AND INSTALLED BY OTHERS.
- AFTER LEVELING OF MODULE RACK, SHIM AND GROUT AS NECESSARY (BY OTHERS).
- THE MODULE RACK FRAME IS SHIPPED UNASSEMBLED.
- PIPE/EQUIPMENT IS LABELED FOR FIELD INSTALLATION, INSTRUMENTS ARE PACKAGED AND LABELED ON OUTSIDE OF BOX.
- PIPE ASSEMBLIES/HARDWARE PACKAGED AND LABELED ACCORDING TO ITEM NUMBER. PACKAGES WITH MULTIPLE PARTS WILL HAVE QUANTITY INDICATED.
- TAKE NOTE; MACHINE GROOVE ON INTERCONNECT PIPING TO BE UTILIZED FOR CONNECTION TO SKID AND MODULE RACK. PROTECTION OF THIS SEALING SURFACE IS REQUIRED DURING ASSEMBLY.

PRELIMINARY
NOT FOR CONSTRUCTION
 LOCATIONS AND DIMENSIONS ARE FOR REFERENCE ONLY AND MUST BE VERIFIED BEFORE FINAL CONSTRUCTION



* THESE CONNECTIONS MUST BE FREE DRAINING - GRAVITY

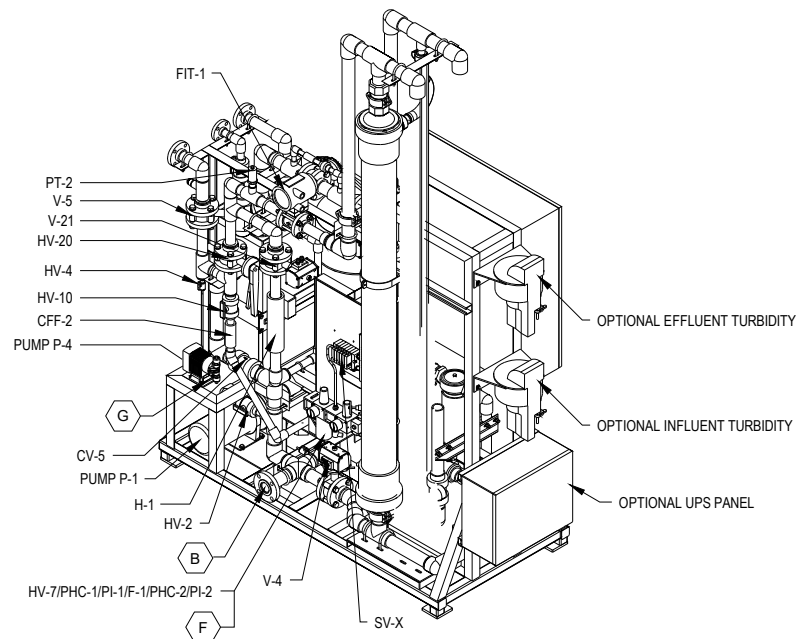
ITEM	DESCRIPTION	SIZE
G	CIP XFER SYSTEM TO AP SKIDS (NaOCl)	3/8" [10]
F	COMPRESSED AIR SUPPLY	1/2" [12]
E	CIP MAKE UP WATER / EFM WATER	1" [25]
D	FILTRATE FORWARD	1-1/2" [40]
*B	CIP / RF / AS MISC. DRAIN	2" [50]
A	FEED	1-1/2" [40]

DIMENSIONS PROVIDED WITHIN THIS DRAWING ARE FOR REFERENCE ONLY. BECAUSE OF FITTING SIZE VARIATIONS, PRIOR TO MAKING FINAL WELDS, PIPING SHALL BE DRY FIT UP TO FRAME TO ENSURE PROPER ALIGNMENT OF PIPING, FLANGES, BOLT HOLES, ETC.

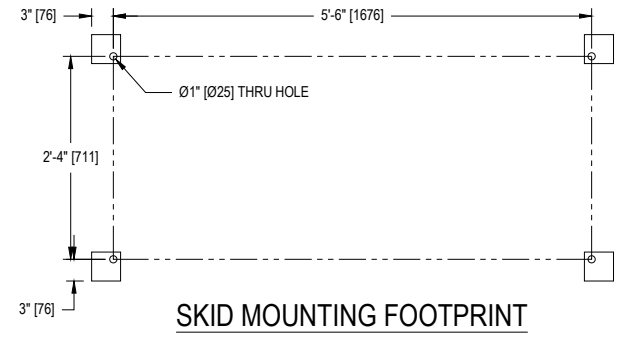
SYSTEM	DRY (lb)	WET (lb)	CRATED (lb)	# MODS
AP1 SKID	1400	1700	2025	2

These commodities, technology or software may only be exported from the United States in accordance with the Export Administration Regulations, Division contrary to U.S. law is prohibited.	SEE SHEET 1 FOR REVISION	NAME: P. HOWARD DATE: 13DEC2024 PROJECT ENGINEER: S. TOOMEY ENGINEER: -- ENGINEER: -- CHECKER: --	Copyright 2023 TROJAN TECHNOLOGIES GROUP ULC This document may contain confidential technical data, including trade secrets proprietary to Trojan Technologies Group ULC. The drawing, design rights and all other disclosures in this document are the property of Trojan Technologies Group ULC. Unauthorized use, copying, distribution to third parties, manufacture, or reproduction in whole or in part is prohibited.
	DIMENSIONS ARE IN: <input checked="" type="checkbox"/> INCHES ONLY <input type="checkbox"/> MILLIMETER ONLY TOLERANCE: FRACTION ±, ANGLE ± DEG	PROJECT ID: OPP-2285240 DRAWING NAME: ASSY, MF, PILOT UNIT, AP-1 PILOT SYSTEM DESIGN - GENERAL ARRANGEMENT	DRAWING NUMBER: NYCS000018530 SHEET: 1 OF 2
	ALL FINISHED SURFACES: <input checked="" type="checkbox"/> μIN √ <input type="checkbox"/> μM SCALE: DO NOT SCALE FROM DRAWING THIRD ANGLE PROJECTION: <input checked="" type="checkbox"/>	IMPORTANT: BEFORE ATTEMPTING TO OPERATE OR INSTALL THIS SYSTEM IT IS ESSENTIAL TO READ AND UNDERSTAND THIS PRODUCT'S OPERATION AND MAINTENANCE MANUAL (SHIPPED UNDER SEPARATE COVER). FAILURE TO READ THE OPERATION AND MAINTENANCE MANUAL BEFORE ATTEMPTING TO OPERATE ANY EQUIPMENT MAY RESULT IN SERIOUS PERSONAL INJURY AND/OR PRODUCT DAMAGE, AND VOID ANY AND/OR ALL WARRANTIES.	REVISION: 00
	TEMPLATES REV: R2013.3		

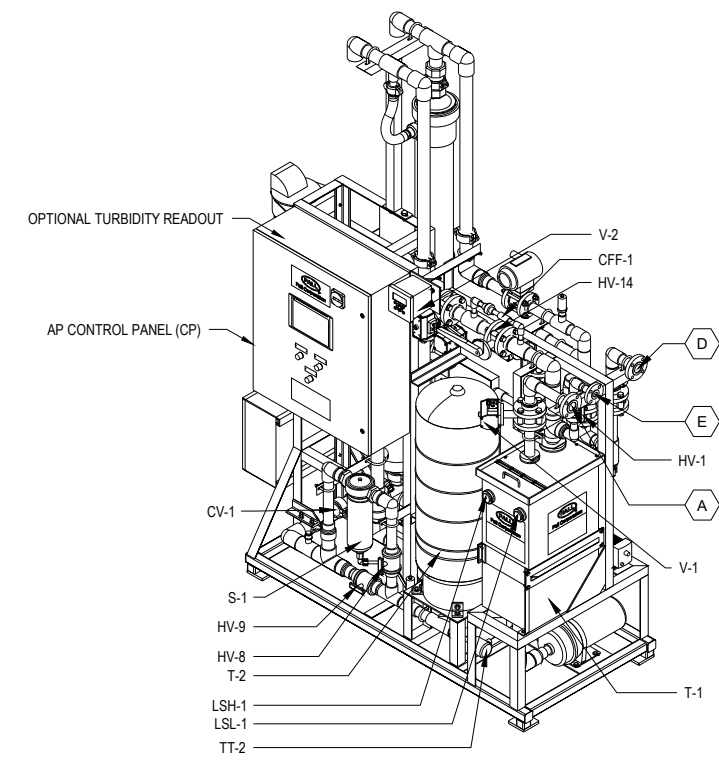
PRELIMINARY
NOT FOR CONSTRUCTION
 LOCATIONS AND DIMENSIONS ARE FOR REFERENCE ONLY AND MUST BE VERIFIED BEFORE FINAL CONSTRUCTION



LEFT/REAR ISOMETRIC VIEW



SKID MOUNTING FOOTPRINT



RIGHT/FRONT ISOMETRIC VIEW

* THESE CONNECTIONS MUST BE FREE DRAINING - GRAVITY

ITEM	DESCRIPTION	SIZE
G	CIP XFER SYSTEM TO AP SKIDS (NaOCI)	3/8" [10]
F	COMPRESSED AIR SUPPLY	1/2" [12]
E	CIP MAKE UP WATER / EFM WATER	1" [25]
D	FILTRATE FORWARD	1-1/2" [40]
*B	CIP / RF / AS MISC. DRAIN	2" [50]
A	FEED	1-1/2" [40]

These commodities, technology or software may only be exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to U.S. law is prohibited.	SEE SHEET 1 FOR REVISION <small>UNLESS OTHERWISE SPECIFIED, THE FOLLOWING INFORMATION PERTAINS ONLY TO THIS SHEET</small>	DRAWN BY P. HOWARD ENGINEER	NAME P. HOWARD S. TOOMEY	DATE 13DEC2024 13DEC2024	<p>ariaFILTRA A Division of Trojan Technologies</p> <p><small>Copyright 2023 TROJAN TECHNOLOGIES GROUP ULC</small> <small>This document may contain confidential technical data, including trade secrets proprietary to Trojan Technologies Group ULC. The drawing, design rights and all other disclosures in this document are the property of Trojan Technologies Group ULC. Unauthorized use, copying, distribution to third parties, manufacture, or reproduction in whole or in part is prohibited.</small></p>	
	DIMENSIONS ARE IN <input checked="" type="checkbox"/> INCHES ONLY <input type="checkbox"/> MILLIMETER ONLY <input type="checkbox"/> IN (mm) <input type="checkbox"/> MM (IN)	TOLERANCE FRACTION ± ANGLE ± DEG	PROJECT ENGINEER ENGINEER ENGINEER CHECKER	PROJECT ID OPP-2285240		DRAWING NAME ASSY, MF, PILOT UNIT, AP-1 PILOT SYSTEM DESIGN - GENERAL ARRANGEMENT
	ALL FINISHED SURFACES <input checked="" type="checkbox"/> μIN ✓ <input type="checkbox"/> μM ✓	SCALE DO NOT SCALE FROM DRAWING XXXX ± XX ± X ± .X ±	THIRD ANGLE PROJECTION <input checked="" type="checkbox"/>	DRAWING NUMBER NYCS000018530		REVISION 00
	IMPORTANT: BEFORE ATTEMPTING TO OPERATE OR INSTALL THIS SYSTEM, IT IS ESSENTIAL TO READ AND UNDERSTAND THIS PRODUCT'S OPERATION AND MAINTENANCE MANUAL (SHIPPED UNDER SEPARATE COVER). FAILURE TO READ THE OPERATION AND MAINTENANCE MANUAL BEFORE ATTEMPTING TO OPERATE ANY EQUIPMENT MAY RESULT IN SERIOUS PERSONAL INJURY AND/OR PRODUCT DAMAGE, AND VOID ANY AND/OR ALL WARRANTIES.	MATERIAL ITEM MASTER ----	DWG SIZE D	SHEET 2		OF 2

Attachment D – Aria Filtra Experience

1. Aria Filtra Experience

We have provided several large-scale references for municipal wastewater and municipal drinking water below, along with an extensive fiber breakage history list and a list of installations in Texas. We would be happy to share additional information regarding any of our over 500 US/Canada plants currently in operation upon request.

In addition to full-scale installations, Aria Filtra has extensive piloting experience. Aria Filtra has performed approximately more than 450 pilot studies in the Americas (more on a global scale) in the past 10 years. Some representative projects are listed below.

- Pojoaque, NM

Rio Grande- coagulated/settled- TOC 4-5 mg/L, River Turbidity- 10-100 NTU typically.

- Granbury, TX

Lake Granbury- coagulated/settled- TOC 4-11 mg/L, Lake Turbidity- 3 NTU typically

- Pouch Cove, NL

North Three Island Pond- Direct Coagulation- TOC 4.8-5.5 mg/L, Lake Turbidity- 1-6 NTU typically

- Heber Springs, AR

Greer's Ferry Lake- Direct Coagulation- TOC 2-3 mg/L, Lake Turbidity- 2-3 NTU typically

Other notable pilot projects include:

- North Bergen Municipal Utility District (North Bergen, NJ)
- Carmel, NY Waste Water District
- Heber Springs, AR
- Martinsburg VAMC, WV
- Jonquiere, Ville De Sanguenay, Quebec
- City of El Paso, TX
- Upper York, ON – Mount Albert WPCP

1.1 Municipal Drinking Water References

WaterOne District of Johnston County, KS

Application – MF for treatment of ground water under the influence of surface water

Design Capacity – 31 MGD

Pretreatment – Lime softening and clarification

References:

Jeff Taylor, Plant Superintendent, 913-895-5830

Startup – April 2009

Broken Arrow, OK

Application – MF for treatment of surface water

Design Capacity – 28 MGD

Pretreatment – Coagulation with PACI and clarification

References:

Jimmy Helms, Plant Supervisor, 918-537-3366

Startup – May 2014

City of Clarksville, TN

Application – MF for treatment of surface water

Design Capacity – 28 MGD

Pretreatment – Coagulation with PACI and clarification

References:

Phillip Whittinghill, Plant Supervisor, 931-553-2440

Startup – April 2013

Bossier City, LA

Application – MF for treatment of surface water

Design Capacity – 28 MGD

Pretreatment – Coagulation with PACI and settling

References:

Ken Bardett, Plant Superintendent, 318-741-8370

Startup – February 2012

City of Westminster, CO

Application – MF for treatment of reservoir water

Design Capacity – 20 MGD

Pretreatment – Coagulation/Settling

References:

Tom Settle, Plant Superintendent, 303-430-2400

Startup – February 2012

1.2 Municipal Wastewater References

Santa Clara, CA

Application – MF for treatment of nitrified secondary effluent
Design Capacity – 10.5 MGD
Pretreatment – None
References:
Sam Boagle, Plant Supervisor, 408-630-0288
Startup – May 2013

West Basin, CA

Application – MF for treatment of secondary effluent
Design Capacity – 7.5 MGD
Pretreatment – Ozone
References:
Rajen Budhia, Water District Engineer, 310-660-6241
Startup – January 2013

Oxnard, CA

Application – MF for treatment of secondary effluent
Design Capacity – 7.8 MGD
Pretreatment – Pre-chlorination
References:
Tony Tartaglia, Project Superintendent – McCarthy Building Companies – 602-430-2191
Startup – January 2013

Yucaipa WWD Wochholz Plant, CA

Application – MF for treatment of secondary effluent
Design Capacity – 6.67 MGD
Pretreatment – None
References:
Design Engineer: Jim Vickers – SPI, 760-736-3200
Customer: Kevin King, Wastewater Superintendent, 909-446-8230
Startup – March 2008

East Bay Municipal Utility District, CA

Application – MF for treatment of secondary effluent
Design Capacity – 3.65 MGD
Pretreatment – None
References:
Carey Barnecutt, Plant Supervisor, 510-287-1685
Startup – February 2006

1.3 Fiber Breakage History

Aria Filtra's history of hollow fiber membrane system fiber breakage is second-to-none, with breakage rates typically several orders of magnitude lower than any other vendors. As demonstrated by the performance at the Young's River facility in Astoria, OR, our membrane system has only broken a single fiber over 12 years of operation, despite challenging feed water and spikes of turbidity in excess of 100 NTU. No other fiber in the industry can make a similar claim.

Furthermore, the following is a sample cross-section of treatment plants presented to highlight Aria Filtra's capabilities specifically demonstrating the long-term, robust operation of the Aria Filtra membranes with the lowest fiber-break record in the industry, as well as, their specific expertise:

Pembina Valley Water Cooperative - Morris WTP, Morris, Manitoba

Application - Integrated MF-RO for Regional Potable water supply
Design Capacity - 8 MLD
Source - Surface (Red River)
Pretreatment – Raw water holding pond

References:

Owner – Pembina Valley Water Cooperative, Jake Fehr (204) 324-1931
Consulting Engineer - Genivar, Ross Webster (204) 477-6650.
Startup – February 2010

Chateh WTP – Chateh, Alberta

Application - Integrated MF-RO for potable water supply, demonstrated through successful piloting
Design Capacity – 1.35 MLD
Source - Surface
Pretreatment – Raw water ponds followed by Direct coagulation into MF system.

References:

Project Manager – Deon Wilner, ISL Engineering, Edmonton, Alberta (780) 438-9000
Owner – Stephen Ahnassay, Dene Tha First Nation (780) 321-3775
Startup – 2010

Town of Whitecourt, Alberta

Application – Hollow fiber membrane filtration for Potable Water use
Installed Capacity – 16 MLD
Source – Surface water (McLeod River)
Pretreatment – Up flow clarifier with alum, PACI and PAC chemical feed capabilities

References:

Site Contact – Nick Sloodweg, Phone = (780) 778-4093
Consulting Engineer – Stantec Consultants Ltd.
Startup – 2005

Additional Information:

Typical TMP Range – 40 to 140 kPa between CIPs
CIP frequency – 3 months
No. of fiber repairs – approximately 12 over 5 years operation

San Patricio Municipal Water District – Ingleside, Texas

Application – Hollow fiber membrane filtration for Potable Water use
Installed Capacity – 10 MGD
Source – Surface water
Pretreatment – Coagulation followed by clarification

References:

Site Contact – John Herrera, Phone = (361) 643-6521 x4019
Startup – 2000

Additional Information:

Typical TMP range – 30 to 140 kPa
CIP frequency – 2 to 3 months
No. of fiber repairs – approximately 20 over 10 years operation

City of Westminster, Colorado

Application – Hollow fiber membrane filtration for Potable Water use
Installed Capacity – 16 MGD
Source – Surface water
Pretreatment – Aluminum Chlorohydrate (ACH) coagulation followed by Lamella plates

References:

Site Contact – Tom Settle, Phone = (303) 658-2400 x2463
Consulting Engineer – Burns & McDonnell
Startup – 2001

Additional Information:

Typical TMP range – 10 to 60 kPa

CIP frequency – 2 to 3 months

No. of fiber repairs – 0 over 13 years operation

Town of Petrolia, Ontario

Application – Hollow fiber membrane filtration for Potable Water use

Installed Capacity – 12 MLD

Source – Surface water

Pretreatment – Intake screens & micro strainer

References:

Site Contact – Marc Trottier, Ph 519-331-1383

Consulting Engineer – AECOM (formerly KMK Consultants)

System Startup – 2005

Additional Information:

Typical TMP range – 35 to 50 kPa with peak to 150 kPa prior to CIP

CIP frequency – 2 to 3 months

No. of fiber breaks – 1 over 5 years operation

Travis County #18 – Austin, Texas

Application – Hollow fiber membrane filtration for Potable Water use

Installed Capacity – 8 MGD

Source – Surface water

Pretreatment – Coagulation with alum followed by clarification and GAC media filters for TOC reduction

References:

Site Contact – David Ripley, Phone = (512) 263-2707

Consulting Engineer – CMA Engineers

System Startup – 2003

Additional Information:

Typical TMP range – 5 psi through clean membranes increasing to 20 psi before CIP

CIP frequency – 4 months

No. of fiber breaks – 1 during 8 years of operation

South Blount Utility District – Maryville, Tennessee

Application – Hollow fiber membrane filtration for Potable Water use
Installed Capacity – 10 MGD
Source – Surface water
Pretreatment – Direct filtration with no pretreatment

References:

Site Contact – Henry Durant, Phone = (865) 982-3560
Consulting Engineer – Jordan, Jones & Goulding
System Startup – 2004

Additional Information:

Typical TMP range – 14 to 19 psi
CIP frequency – Yearly
No. of fiber breaks – 10 over 6 years of operation

City of Temple, Texas

Application – Hollow fiber membrane filtration for Potable Water use
Installed Capacity – 10 MGD
Source – Surface water
Pretreatment – Direct filtration with no pretreatment

References:

Site Contact – Scott Edwards, Phone = (254) 939-2161
Consulting Engineer – RPK Engineers
System Startup – 2003

Additional Information:

Typical TMP range – approximately 15 to 20 psi before CIP
CIP frequency – 2 months
No. of fiber breaks – 0 fiber breaks over 7 years of operation

Edwards WTP, Eagle River Water & Sanitation District – Avon, Colorado

Application – Hollow fiber membrane filtration for Potable Water use
Installed Capacity – 5.0 MGD
Source – Surface water
Pretreatment – Sand removal and Aluminum Chlorohydrate (ACH)

References:

Site Contact – Scott Morrow, Phone = (970) 477-5489
Consulting Engineer – HDR Engineering
System Startup – 2002

Additional Information:

Typical TMP range – 8 to 30 psi between CIP's

CIP frequency – Summer 2-3 Weeks, Winter 2-3 months

No. of fiber breaks – Approximately 25 over 8 years operation

City of Brady, Texas

Application – Hollow fiber membrane filtration for Potable Water use

Installed Capacity – 5 MGD

Source – Surface water

Pretreatment – Direct feed with no pretreatment

References:

Site Contact – Gary Jacobson, Phone = (325) 597-2244

Consulting Engineer – Jacob & Martin (Abilene, Texas)

System Startup – 2005

Additional Information:

Typical TMP range – 5 psi after CIP up to 20 psi when they do a CIP

CIP frequency – 2 months

No. of fiber breaks – Zero breaks over life of system

Travis County #17 – Austin, Texas

Application – Hollow fiber membrane filtration for Potable Water use

Installed Capacity – 30 MLD in 2002, 30 MLD in 2007, 7.5 MLD in 2008

Source – Surface water

Pretreatment – Direct filtration with no pretreatment

References:

Site Contact – Thurman Carlisle, Phone = (512) 801-3445

System Startup – Original Plant in June 2002

Additional Information:

Typical TMP range – 10 to 25 psi between CIP's

CIP frequency – 3 months

No. of fiber breaks – 4 over 8 years

1.4 Texas Installations

Company Name	City	State	Contact Name	Contact Phone Number	System	Application	Date system was commissioned	# of Modules	Configuration
Travis 17	Austin	TX	Thurman Carlisle	(512) 801-3445	Custom Water	Muni-DW	N/A	320	Custom (LW) System, 3 racks, 98 modules/Racks, 110 Module spaces/rack
Big Spring	Big Spring	TX	Mr. Robert Hildreth	(432) 894-7000	MF-RO	Secondary Effluent	N/A	156	2 AP8's + 2 RO's
Conroe, TX, San Jacinto River Authority	Conroe	TX	Brandon Pritchett	(936)-217-5090	MF	Muni-DW	N/A	1134	Large Water System
Brownsville Public Utilities	Brownsville	TX	Woods Davis	956-525-2060	MF	Drinking water	3/30/2016	280	Large Water System
Central Texas (Expansion)	Saldo	TX	Don Schuch	254-534-8020	Large Water	Muni-DW	12/11/2015	234	Large Water System
Somervell County Water District	Glen Rose	TX	Kevin Taylor	254-396-1429	MF	Drinking	10/12/2015	98 NF 5 Prefilter	2-Stage NF (nanofiltration)
Fort Worth	Fort Worth	TX	Cyriac Xsavier (Sabu)	(817) 392-2724	MF	Muni-DW	9/25/2014	408	Large Water System
S.W.T.P, HEMPHILL, TX	Hemphill	TX	Eric Heslip	Mobile 936-275-8221 Plant 409-787-0025	MF	Drinking Water	7/1/2014	42	AP-6
Parker County	Weatherford	TX	Derrad Dickson	cell: 940-445-4947	MF	Muni-Dw	3/28/2014	100	(2)AP-6 +RO (Pall-designed RO)
Lake LBJ MUD	Horseshoe Bay	TX	Tommy Burton	830-613-8974	MF	Muni-DW	3/6/2014	219	Large Water System
Hemphill/Beechwood TX	Beechwood	TX	Laura Zito	Phone: 409-579-3926 Mobile: 936-596-8304	MF	Muni-DW	2/18/2014	30	(1) AP-4, 30 modules on 30 space rack configuration, EFM?CIP skid- Hot water&chemical transfer
City of Sugarland	Sugar Land	TX	(Ms)Dr. Jessie Li, Ph.D., P.E	(281) 275-2450	MF	Surface Water	11/8/2013	490	Large Water System
Missouri City	Missouri City	TX	Robert Upton	(281) 506-5026	MF	Muni-DW	1/7/2013	320	Large Water System
Stephen's Regional	Abilene,	TX	Bonnie Anderson	(254) 488-2760	MF	Muni-DW	9/21/2012	120	(2) AP-6
Central Texas WTP	Salado	TX	Jim Lilley	(254) 947-3583	MF	Muni-DW	12/21/2011	144	Large Water System
City of Cisco	Cisco	TX	Randy Johnson	254-442-2671	MF	Muni-Dw	8/24/2011	78	(3) AP-6X
Possum Kingdom	Graford	TX	Jeremiah Gore	940-779-3125	MF	Muni-DW	8/12/2011	48	(1) AP-6
Somervell	Glen Rose	TX	Hue Bollin	254-897-4141	MF	Muni-Dw	8/12/2011	116	(2) AP -6
Mansfield, TX	Mansfield,	TX	Robby Isbell	T - 817-477-2248 C - 817-832-4123	MF	Muni-DW	5/25/2011	630	Large Water System
IAG-Sandridge Project	Ft. Stockton	TX	Homer Reyes	832-615-1485	MF	Muni-Dw	5/5/2011	34	AP-4
AWC-DOW	Freeport	TX	Rick Miller	409-682-6108	MF	Muni-DW	5/1/2011	2	Large Water System
Pecan Grove MUD	Richmond	TX	CGalloway@edpwater.com	(832) 642-3408	MF	Muni-DW	4/29/2011	120	(3) AP-6
San Patricio, Municipal Water	Ingleside	TX	John Herrera	(361) 777-4019	MF	Muni-DW	4/8/2011	560	Large Water System

Company Name	City	State	Contact Name	Contact Phone Number	System	Application	Date system was commissioned	# of Modules	Configuration
District									
Stafford, TX / Fort Bend	Stafford	TX	Randy Lawson	281-372-4643	MF	Muni-DW	3/25/2011	162	(3) AP-6
Kingsland	Kingsland	TX	Chris Dunbar	325-388-6611	MF	Muni-DW	8/23/2010	162	Large Water System
Kempner	Salado	TX	Fred Noe	254-947-5346	MF	Muni-DW	5/29/2010	312	Large Water System
Travis County #17 Expansion	Austin,	TX	Thurman Thomas	512-266-1111	MF	Muni-DW	5/18/2009	196	Large Water System
Texas Instruments Dallas, TX MF	Dallas	TX	Jeff Hanson	972-995-1300	MF	Treatment of Silicon Backgrinding Wastewater	6/15/2008	13	Large Water System
City of Goldthwaite	Goldthwaite	TX	Devon Jones	325-451-0104	MF	Muni-DW	5/6/2008	28	(2) AP-4
Brown County Water Treatment Plant (old #01.00037)	Brownwood	TX	John Allen	325-642-3650	MF	Muni-DW	12/1/2007	238	Large Water System
Moody Gardens	Galveston	TX	Gene Bruce	800-582-4673	MF	Muni-DW	11/22/2007	120	(2) AP-6
City of Granite Shoals	Fort Worth	TX	Ron Harris, Plant Manager	(830) 596-3317	MF	Muni-DW	4/7/2007	105	Large Water System
City of Weatherford	Weatherford,	TX	Stephanie Possey	817-598-4010	MF	Muni-DW	7/1/2006	3 @ 76 228	Large Water System
Travis WC&ID #17 Expansion #2, Travis	Austin,	TX	Thurman Thomas	512-266-1111	MF	Muni-DW	5/1/2006	294	Large Water System
Guadalupe-Bianco River Authority, GBRA/Western Canyon Water, New Braunfels	Sequin	TX	Mike Urrutia	830-885-2639	MF	Muni-DW	4/1/2006	720	Large Water System
Brushy Creek Municipal Utility District, Brushy Creek, TX	Round Rock	TX	Mike Petter	512-255-7871	MF	Muni-DW	10/1/2005	352	6 MGD with hardware capacity expansion to 8 MGD
City of Brady, TX	Brady	TX	Gary Jacobson	(325) 456-2695	MF	Muni-DW	10/1/2005	168	Large Water System
Travis 17 Backwash Recovery, Travis County	Austin	TX	Thurman Thomas	512-266-1111	MF	Muni-DW	4/1/2005	70	AP-6
City of Temple	Temple	TX	Scott Edwards	254-939-2161	MF	Muni-DW	10/1/2003	858	NSF 61 1 Valve/module racks (8" rack),8 modules each, 858 total, including actuated block/ bleed valves
City of Abilene, TX	Tuscola	TX	Kenny Hutchins	325.795.1774	MF	Muni-DW	9/1/2003	552	AP-3
Travis County # 18, Austin, TX	Austin	TX	Chad Jameson	512-414-1146	MF	Muni-DW	6/1/2003	132	Large Water System
Travis County #17 Austin, TX	Austin	TX	Thurman Thomas	(512) 266-1111	MF	Muni-DW	6/1/2002	360	Large Water System
City of Austin	Austin	TX	Jay Ulary	(512) 499-7113	MF	Muni-DW	7/2/2001	40	N/A?
San Patricio, Ingleside, TX	Ingleside	TX	Jake Krumnow	361.215.8347 / 361.643.6521	MF	Muni-DW	1/1/2000	560	Large Water System

Company Name	City	State	Contact Name	Contact Phone Number	System	Application	Date system was commissioned	# of Modules	Configuration
Laguna Madre WTP	Port Isabel	TX	Charles F. Ortiz	956-572-0314	MF	Muni-DW	N/A		Large Water System
ABILENE, TX	Tuscola	TX	Elvie Murphery	Cell-214-406-9121	MF	Drinking Water	N/A		2 HDPE MF racks with Quad Racks module configuration
Horseshoe Bay, TX	Austin	TX	Jeff Koska	830-598-9981	MF	Drinking Water	N/A		Large Water System

Pilot Proposal
Decatur WTP
Texas

Representative

Derek Willms
Environmental Improvements Inc.
Southlake, Texas
dwillms@ei2water.com
(972) 436-2536

Engineer

Kimley Horn

Contact

Ted Holt
tholt@westechwater.com
(801) 290-5783

Celeste Osterloh
costerloh@westechwater.com
(801) 290-1468

Pilot Proposal: 2330377.B_Rev3
Wednesday, December 17, 2025

WESTECH[®]





Table of Contents



Scope and Services Summary



Technical Proposal



Item A – Containerized Ultrafiltration Pilot System
Item B – Field Service



Clarifications and Exceptions



Commercial Proposal



Bidder's Contact Information
Pricing
Payment Terms
Schedule
Freight



Supplemental Information



Lease Agreement
General Arrangement Drawings





Scope and Services Summary

Scope of Supply

Overall Summary

- Pilot Equipment (Ultrafiltration System)
- Set Up and Operational Assistance
- Decommissioning of Pilot Equipment

Pilot Equipment Scope of Supply

- Pilot system, including
 - Instrumentation package for operational monitoring
 - All piping, valves, internal electrical components, and mounting structures
- Feed and backwash storage tanks
- Feed/CIP recirculation and backwash pumps
- Air compressor unit
- Pre-programmed PLC and data logger

Setup, Operational Assistance, and Decommissioning

- Technical representative for 2 days
 - Setup and begin operation
- Technical representative for 2 days
 - CIP assistance
- Technical representative for 2 days
 - Pilot cleaning, takedown, and packaging

By Others

- Supply of all equipment, excluding pilot equipment
- Unloading and installation of equipment
- Interconnecting piping
- Utilities and chemical storage / supply
- Daily operation of equipment
- Sampling and testing





Technical Proposal

Item A – Containerized Ultrafiltration System Pilot, Model R586

Design Overview

Parameter	Unit	Value / Description
Application	-	Municipal Drinking Water
WesTech Pilot Model	-	R586 Containerized AltaPac Pilot
Membrane Module	-	Toray HFUG-2020AN
Approximate Dimensions	Per Unit	40'-0" L x 8'-0" W x 11'-11" H
Number of Modules	Per Unit	1 installed, 3 capacity
Power Supply Requirement	-	System: 480 V / 60Hz / 3 Phase / 52 FLA
Connection Sizes	in	2" Flange Feed, Filtrate/BW Supply, Backwash Waste/Drain
Shipping Weight	lb	30,000
Anticipated Availability	-	January 2026

We are pleased to offer the following information on a WesTech ultrafiltration pilot to assess site-specific performance of membrane technology. The system includes feed and backwash pumps, clean-in-place and maintenance cleaning capabilities, instrumentation, and automated operational control as outlined below. Interconnecting piping, valves, pumps, and instrumentation not included on the skid will need to be supplied by others. The skid-mounted unit shall be supplied shop assembled complete with all required piping, wiring, instruments and controls.

The system is available for pricing as shown below. This includes the cost to rent the unit, basic technical support, and access to a 24 hour / 7 day a week emergency support line. WesTech will assist with data collection, analysis, and other items related to full-scale system design. The minimum rental period is for one (1) month.

WesTech is a leader in innovative membrane filtration system technology, including VersaFilter™ open-platform systems, AltaPac™ packaged systems, retrofit engineering solutions, intelligent controls and performance analysis technology. In addition to UF/MF equipment, WesTech is one of the only membrane system suppliers to offer extensive pre- and post-treatment options for an integrated, complete process with consolidated support.





Technical Proposal

Design Information

Water Quality

WesTech UF systems will consistently produce high purity treated water even with variation in the feed source due to a small nominal pore size in an absolute barrier configuration.

Feed Water Quality*

Parameter	Unit	Value / Description
Source	-	Surface Water
pH	-	6.5 – 8.5
Temperature	°C	5 – 20
Turbidity	NTU	< 5
Total Suspended Solids	mg/L	< 5
Total Organic Carbon	mg/L	< 3
Iron	mg/L	< 0.3
Manganese	mg/L	< 0.05

*Values are assumed and should be verified. The use of charged polymeric flocculant aids increases risk of irreversible membrane fouling and should not be used without prior written approval. This risk is applicable to all polymeric MF/UF membrane manufacturers. The presence of oil and grease in the source water must be minimized and may void any applicable warranty.

Treated Water Quality

Parameter	Unit	Value / Description
Turbidity	NTU	≤ 0.10 NTU 95% of the time with a maximum turbidity of 0.3 NTU
Total Suspended Solids	mg/L	< 1
Silt Density Index	-	≤ 3
Giardia Removal*	-	≥ 4 log (99.99%)
Cryptosporidium Removal*	-	≥ 4 log (99.99%)
Virus Removal*	-	≥ 1.0 log removal (90.00%)
Certification Standards		NSF/ANSI 61, NSF/ANSI 419, UL 508A Listed
Turbidity	NTU	≤ 0.10 NTU 95% of the time with a maximum turbidity of 0.3 NTU

*Challenge-testing certification is provided by independent evaluation through NSF/ANSI 419. Typical removal levels exceed the certification level and are often on the order of 6-log. Additionally, the UF membranes achieve 1.5 log removals of viruses, though virus removal certification is only recognized up to 1.0 log by CDDW for any membrane filter.





Technical Proposal

Process Description

Described in this proposal is the process and design of the WesTech pilot membrane filtration system for the City of Decatur project. The system design consists of one (1) pilot skid with 3-module capacity, sized to achieve 15 – 25 gpm based on the water quality.

The filtration process is an outside/in, pressure-driven process to remove suspended solids and turbidity, and to achieve 4-log reduction of pathogens like *Giardia* and *Cryptosporidium*. Ultrafiltration membranes can also achieve >1.5 log reduction of waterborne viruses. Raw water from the water source is pretreated by clarification. An integral VFD-controlled feed pump directs the source water to a pre-filter for removal of larger debris.

Filtrate is sent to the backwash supply tank. Backwashing is used to remove accumulated foulants by reversed inside/out flow at an interval of 20 - 60 minutes with air scour for increased agitation. A drain or filter-to-waste step is used to remove any additional accumulated material. Membrane integrity testing is conducted automatically once every 24 hours. The pressure decay test (PDT) is capable of detecting a single fiber break.

Maintenance cleans (MCs)/chemically-enhanced backwashes (CEBs) and clean-in-place (CIP) procedures are automated chemical cleaning processes used to recover membrane permeability. MCs/CEBs are typically performed with NaOCl once per day to once per week. The automated clean-in-place procedure is designed to occur no more frequently than once per month, is conducted with either NaOCl or acid and is initiated when membrane permeability decreases to a specified value.

Following chemical cleaning procedures, the membrane units are drained by gravity or a pressurized drain-to-waste, and waste is subsequently sent to the discharge location. A rinse step and backwashing are used to remove residual chemical prior to resuming production. If desired, chemical cleaning waste can be captured and neutralized prior to discharge.





Technical Proposal

Scope of Supply

Scope of Supply – AltaPac™ Packaged System

Item	Quantity	Description	Brand (or Equal)
Membrane Modules	1/unit	Hollow-fiber, outside-in UF, PVDF/TIPS, 0.01 µm	Toray
Skid Frames	1	Welded carbon steel, baked powder-coat	-
Manifold and Supply Piping	-	Schedule 80 PVC	-
Feed / CIP Recirculation Pump	1	End-suction centrifugal, skid-mounted	Goulds
Backwash Pump	1	End-suction centrifugal, skid-mounted	Goulds
Pre-filter	1	200-micron, automatic backwashing	Valve and Filter
Compressed Air System	1	Compressor, receiver, oil filter, and dryer	Quincy
Clean-In-Place System		<i>Integral to System</i>	
NaOCl Dosing Pump	1/unit	CIP/MC process	ProMinent
Citric Acid Dosing Pump	1/unit	CIP/MC process	ProMinent
CIP Tank	1/unit	HDPE	Tamco
Heater	1/unit	-	Chromalox
pH Sensor/Transmitter	1/unit	-	GF Signet
Temperature Transmitter	1/unit	-	GF Signet
Turbidimeter	1 feed 1 filtrate	TU5300 sc TU5300 sc	Hach Hach
Flow Meters	1/unit	Bi-directional magnetic flow meter with transmitter	Siemens
Pressure Instrumentation	-	Transmitters, gauges	Trerice
Valves / Actuators	-	Manual and actuated valves	Bray
Electrical Controls	1 Panel	NEMA 4X, PLC, HMI	-
Tanks	By WesTech	Feed, backwash HDPE with level measurement	-





Technical Proposal

Item B – Field Service

On-Site Technical Assistance and Training

WesTech has included on-site technical assistance during construction, pre-commissioning and start-up to ensure the equipment is installed and commissioned per WesTech and sub-supplier requirements. All service visits will be completed by certified field technicians that are qualified and have experience working with WesTech equipment.

Any additional trips that the customer may request can be purchased at the standard WesTech daily rates plus travel and living expenses.

On-Site Technical Service

Service	Number of Trips	Number of Days*
Installation supervision, start-up, and operator training	1	2
Clean-in-place assistance	1	2
Decommissioning of pilot equipment	1	2
Total Included Service	3	6

*Including travel time

To supplement the above noted technical assistance, WesTech will provide the additional services.

- Technical support during WesTech office hours with a direct phone number to reach a qualified and involved project representative during the equipment warranty period.
- Access to a 24-hour on-call emergency support line.





Clarifications and Exceptions

General Clarifications

Terms & Conditions: This proposal, including all terms and conditions contained herein, shall become part of any resulting contract or purchase order. Changes to any terms and conditions, including but not limited to submittal and shipment days, payment terms, and escalation clause shall be negotiated at order placement, otherwise the proposal terms and conditions contained herein shall apply.

Items not by WesTech: Electrical wiring, conduit or electrical equipment, interconnecting piping, valves, or fittings, lubricating oil or grease, shop or field painting, field welding, erection, detail shop fabrication drawings, sludge blow down controls, unloading, storage, concrete work, field service, (except as specifically noted).

Note: Any item not listed above to be furnished by others.

Exceptions

Not applicable





Commercial Proposal

Proposal Name: Decatur WTP
Proposal Number: 2330377
Wednesday, December 17, 2025

1. Bidder's Contact Information

Company Name WesTech Engineering, LLC
Primary Contact Name Ted Holt
Phone (801) 265-1000
Email tholt@westechwater.com
Address: Number/Street 3665 S West Temple
Address: City, State, Zip Salt Lake City, UT 84115

2. Budget Pricing

Currency: USD

Scope of Supply

A	Containerized Ultrafiltration Pilot system	\$14,000 / month
	Ultrafiltration Modules, Qty 1	\$3,500 / module
B	Field Service	\$21,480
	Freight (Estimated, Billed at Actual)	\$5,000
	Taxes (sales, use, VAT, IVA, IGV, duties, import fees, etc.)	Not Included

Prices are valid for a period not to exceed 30 days from date of proposal.

Additional Field Service

Daily Rate (Applicable Only to Field Service Not Included in Scope) \$1,350

Pricing does not include field service unless noted in scope of supply but is available at the daily rate plus expenses. The greater of a two week notice or visa procurement time is required prior to departure date. Our field service policy is subject to change and can be provided upon request.

3. Payment Terms

Pilot Commissioning – Freight and Field Service 50%
Rental Period 100% of monthly costs
(collected at beginning of monthly cycle)
Pilot Decommissioning – Freight and Field Service 100% with completion

All payments are net 30 days. Partial shipments are allowed. An approved Letter of Credit is required if Incoterms CIF, CFR, DAP, CIP, or CPT are applicable. Payment is required in full for all other Incoterms prior to international shipment. Other terms per WesTech proforma invoice. Please note that the advising bank must be named as: Wells Fargo Bank, International Department, 9000 Flair Drive, 3rd Floor, El Monte, California 91731, USA.

4. Schedule

Pilot Availability January 2026

*A purchase order or letter of intent is required to reserve the pilot. Please contact WesTech for an update on pilot availability before providing a purchase order or letter of intent, as pilots are offered on a first-come-first-served basis. We will require a 3 – 4 week lead time from order to ready to ship.

5. Freight

Domestic FOB Shipping Point - Prepaid and Added (FSP-PPA)

From	Final Destination	Number of Trucks / Containers
WesTech Shops	Decatur, TX	Approximately 1





Supplemental Information

Lease Agreement

General Arrangement Drawings





Pilot Rental Lease Agreement

Equipment Scope of Supply

The pilot unit will include the equipment as listed within the pilot proposal document provided. Items listed as By Others are to be provided by others. Additionally, any item not listed within the proposal document are to be furnished by others.

Terms and Conditions

1. The rental charge will be as shown on the commercial pricing page.
2. Additional rental charges beyond the initial rental period are prorated on a monthly basis. Fractional rental charge in excess of the rental period shall be prorated on a weekly basis, based upon pricing.
3. The rental agreement is for a minimum 1-month period.
4. Invoices are rendered monthly with lease charges payable in advance. Terms on all invoices will be NET 30 DAYS.
5. Title to pilot plant will remain in the name of WesTech Engineering, LLC unless equipment is purchased, and full payment is made for same.
6. The Lessee will, at their own expense, carry necessary insurance to protect Lessor and Lessee against all risks to the equipment or any liability arising from the use of said equipment while equipment is in the possession and control of the Lessee. Insurance Value of the pilot units is \$300,000.00.
7. The above rental price is firm for thirty (30) days. All local, state, federal, sales, or manufacturer's taxes of any sort, and such taxes and/or charges pertaining thereto are to be borne by the Lessee.
8. Freight will be arranged by WesTech and included at actual cost. All shipments are FOB Shipping Point - Prepaid and Added (FSP-PPA). The actual shipping cost may vary depending on costs at the time the pilot unit ships. Shipping charges include return shipping cost. Equipment of adequate size will be required for removing the equipment from the trailer and placing the pilot unit at the testing location. Equipment will be packaged and loaded onto a truck for shipment. Trucks, trailers and any other means of transportation will be provided by and paid for by WesTech. WesTech will bill all shipping costs to customer after shipment. Customer is responsible for filing any damage, loss or theft claims directly with the freight carrier.
9. The pilot units will ship and arrive at the test site on an agreed upon date provided in this agreement and is initialed, signed and received by the lessor prior to the required ship day. The rental period shall end on the date the return shipment from Lessee.





Pilot Rental Lease Agreement

Party Responsibilities

1. The Lessor will be providing the following equipment, services, and consumables:
 - a. Equipment:
 - i. One (1) Ultrafiltration Pilot system with equipment as listed in the provided proposal document
 - b. Services:
 - i. Services as shown and described in the provided proposal document
 - c. Consumables:
 - i. No chemical supply or consumables will be provided by WesTech. Chemicals and any consumables are the responsibility of the Lessee. Required chemicals for proper operation should be discussed and coordinated with WesTech prior to pilot commissioning. Proper chemical waste disposal is the responsibility of the Lessee.
2. The Lessee will be providing the following equipment, service, and consumables:
 - a. Equipment:
 - i. Equipment, such as a forklift, to unload and place pilot units at the beginning of the test and equipment needed to load pilots on truck at the conclusion of the test.
 - ii. Provide a suitable surface, relatively level, for placement of pilot unit. Surface will need to support the operating weight of the pilot unit. Please take care that there are no overhead problems in the proposed placement area.
 - iii. Feed water supply piping and tankage, as applicable.
 - iv. Connection to plant air for valve actuation.
 - v. Connection to pilot of 480 V / three-phase power.
 - b. Service:
 - i. Manpower for assistance with unloading and loading of pilot unit and hooking up and tear down of pilot unit.
 - ii. Adequate supervision, maintenance, repairs, grease and oil, etc., as may be necessary or required by Lessor.
 - iii. All tests, operation, sampling, maintenance, installation and other labor are part of the Lessee's cost and responsibility unless otherwise agreed upon.
 - iv. Repair for avoidable damage.





Pilot Rental Lease Agreement

- v. Handling and disposal of all pilot exit flows including effluent, waste, and chemical waste, as applicable.
- c. Consumables:
 - i. Electrical service to the pilot unit as required.
 - ii. All chemicals, as necessary.

Field Service

The Lessor has included the cost of a field service technician to provide the service described above. The following daily service rates will apply for Additional field service can be provided upon request. Rates will be assessed per WesTech's per Field Service Policy (available upon request).

Pilot Test Data and Results

Each party's access to the pilot test data and results will be discussed and agreed upon prior to the execution of this contract. WesTech Engineering, LLC will be pleased to maintain data obtained from on-site testing. WesTech will also review and evaluate, with the Lessee, the results of the testing data as it relates to the design and specification for full scale equipment.

Rental Return

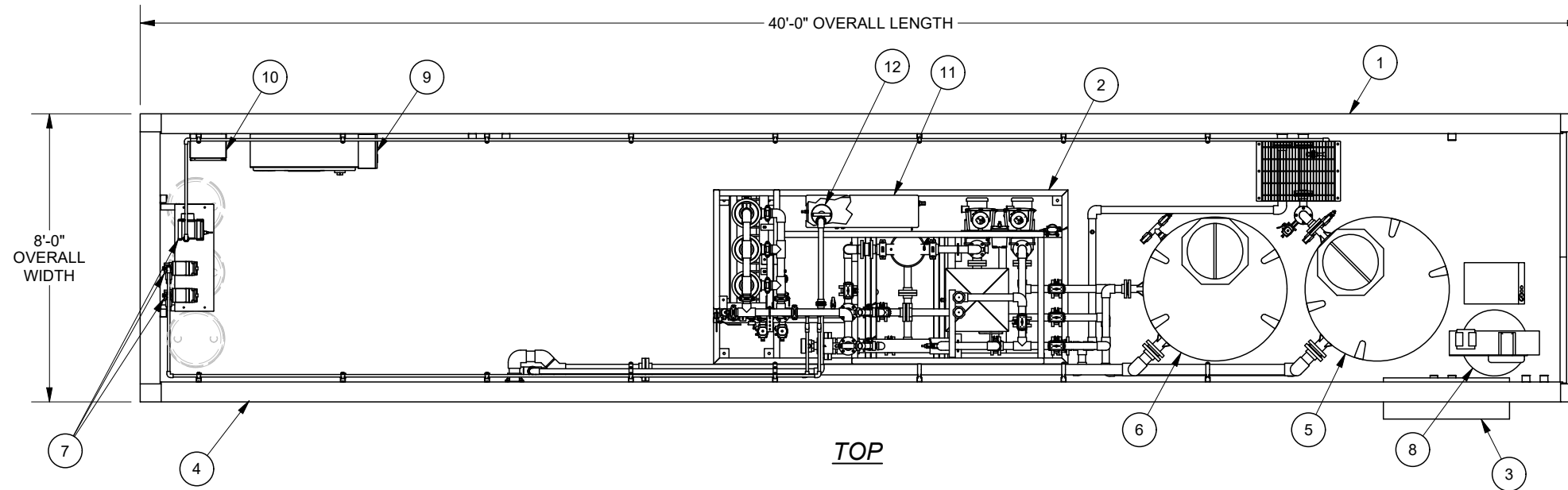
The take down and shipping arrangements are the responsibility of the Lessee. Takedown must be performed per WesTech instructions.

Equipment must be returned to the Lessor properly freighted and packaged to prevent damage, in original condition and cleaned with no abnormal wear, missing or altered parts, and WesTech has received payment for all services. Upon receipt of equipment, WesTech retains the right to bill the Lessee for any major repairs, other than normal wear, and for any costs necessary to return the equipment to the condition in which it was received at the Lessee's plant. The Lessee should make sure the unit is cleaned and functional before returning.

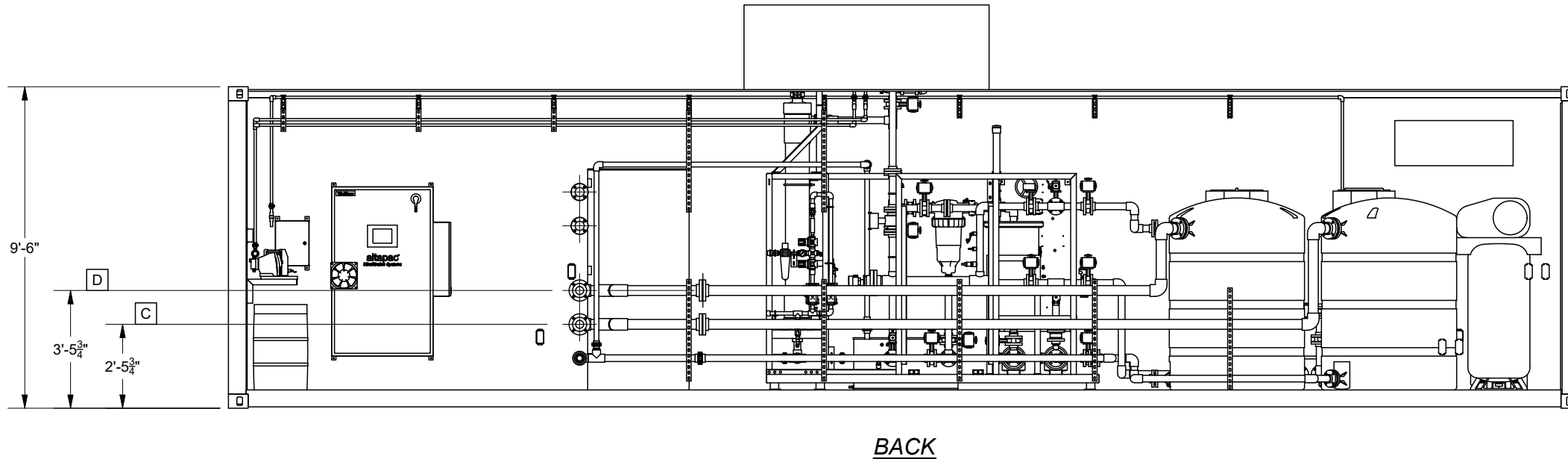
Lessee: _____ Date: _____

Lessor: _____ Date: _____
(WesTech Engineering, LLC)





ITEM	EQUIPMENT DESCRIPTION	MATERIAL
1	CONTAINER - 40'-0" LONG, HIGH CUBE	-
2	UF SKID - AP-III	-
3	AC UNIT	-
4	FAN	-
5	UF FEED TANK - 500 GALLONS	HDPE
6	BW SUPPLY TANK - 500 GALLONS	HDPE
7	(3) CHEMICAL PUMPS	-
8	COMPRESSOR	-
9	CONTROL PANEL WITH A/C UNIT	-
10	POWER PANEL	-
11	WASTE TANK - 25 GALLONS	HDPE
12	WASTE PUMP	-



CONNECTION SUMMARY			
NOZZLE	SIZE	TYPE	DESCRIPTION
A	2"	FLANGE	UF FEED
B	2"	FLANGE	UF FILTRATE
C	3"	FLANGE	EMERGENCY OVERFLOW 1, UF FEED TANK
D	3"	FLANGE	EMERGENCY OVERFLOW 2, BW SUPPLY TANK
E	2"	FLANGE	UF SYSTEM BWW/DRAIN DOWN

NOTES:

1. FOLLOW THE LISTED WESTECH REFERENCE DOCUMENTS EXCEPT AS NOTED ON THIS DRAWING.
2. ALL FLANGED CONNECTIONS TO BE 150#.
3. CONTAINER CONNECTIONS NOT DESIGNED TO BEAR PLANT PIPING LOADS. PLANT PIPING MUST BE PROPERLY SUPPORTED.
4. EQUIPMENT MUST BE LEVEL AFTER INSTALLATION.
5. CHEMICAL TANKS BY OTHERS.
6. INTERIOR OF BUILDING - NONCLASSIFIED.
EXTERIOR OF BUILDING - NONCLASSIFIED.
7. OCCUPANCY GROUP CLASSIFICATION: S-2
8. MAXIMUM OPERATING WEIGHT: 45,000 LBS
9. ALL FASTENERS TO BE A307Z.
10. WESTECH WILL PROVIDE AS SHOWN & NOTED: (1) 40'0" LONG CONTAINER INCLUDING: (1) UF SKID, (2) 500 GALLON TANKS, ADDITIONAL ITEMS AS SHOWN AND NOTED.

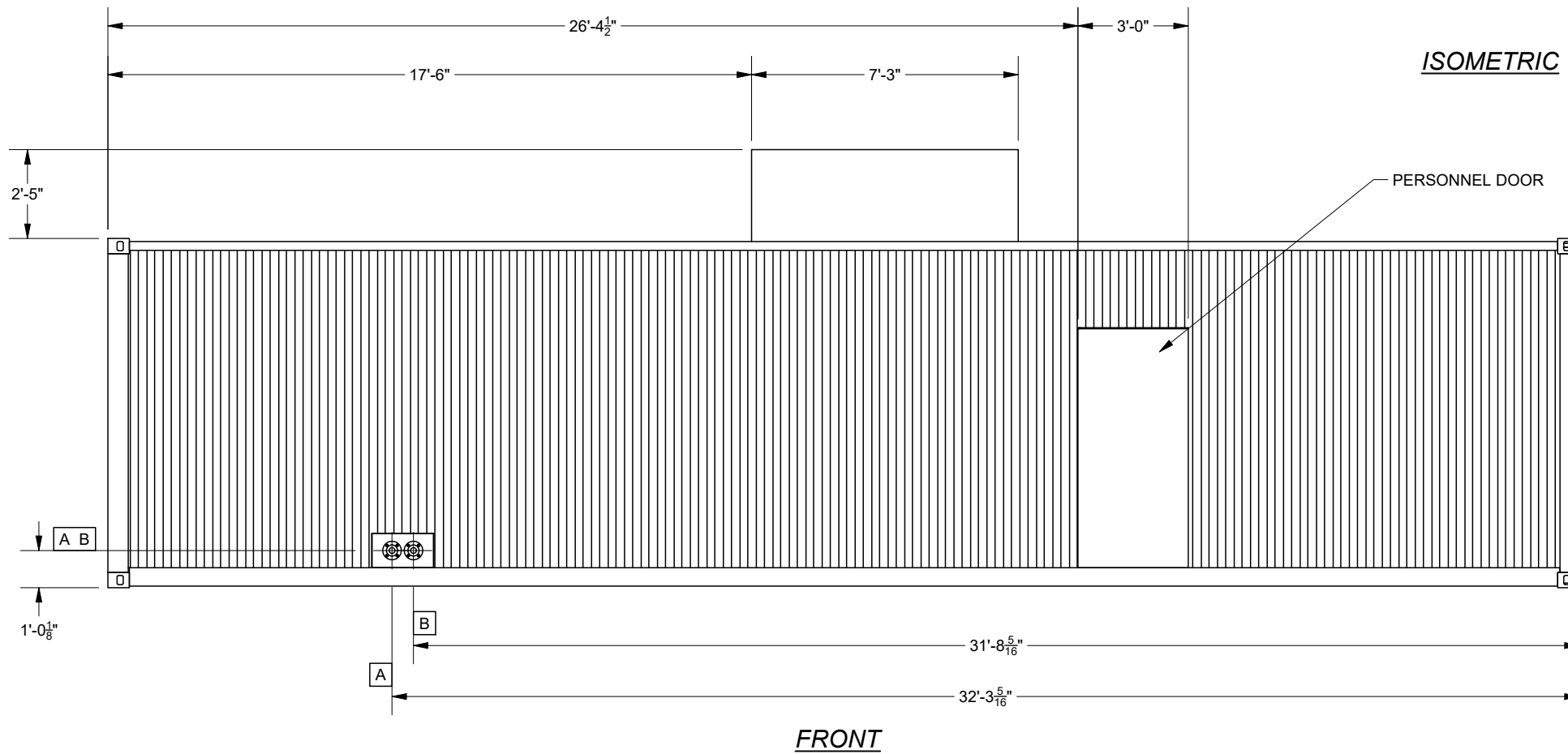
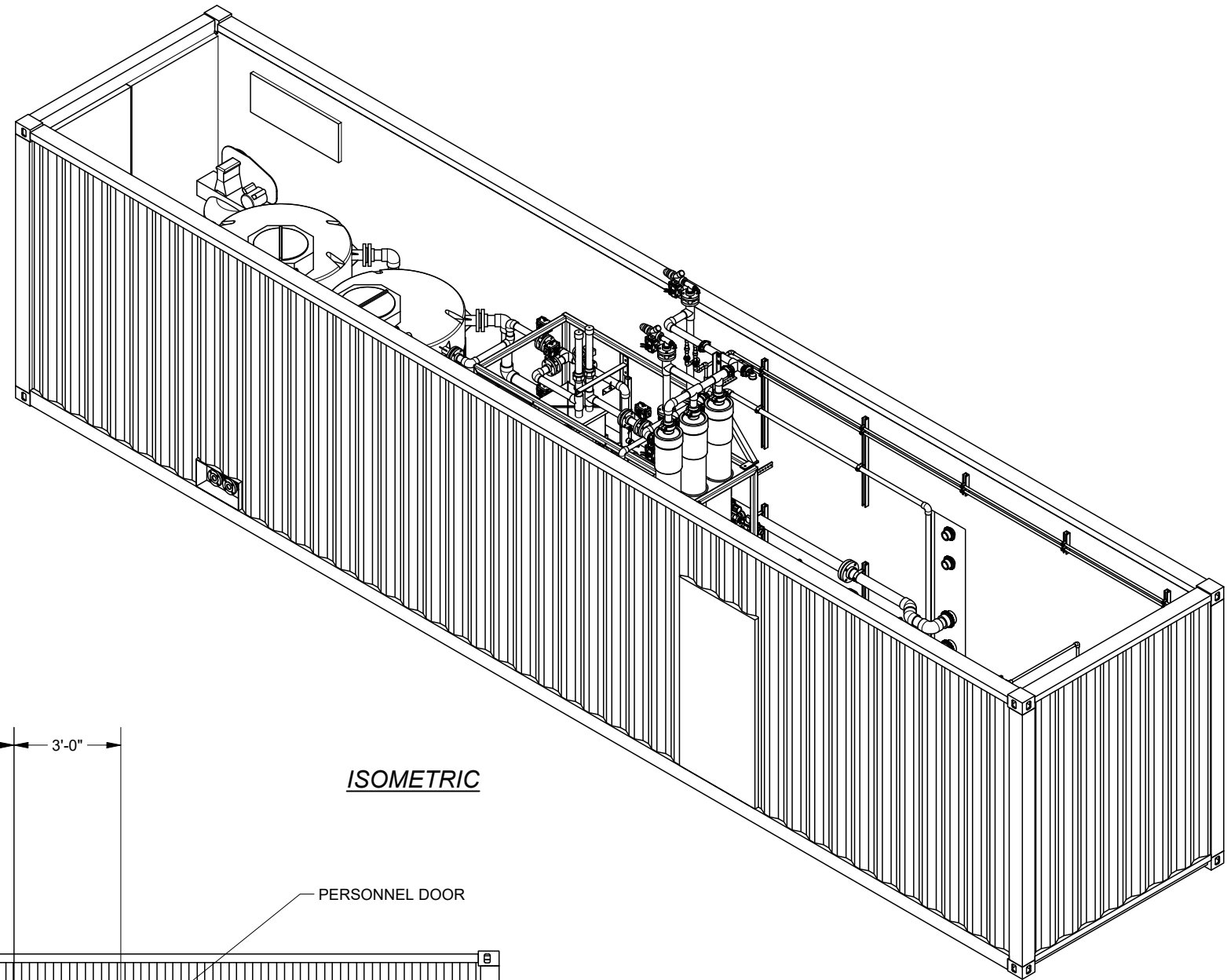
PROJECT	R586
CUSTOMER	
ENGINEER	
CONTRACTOR	
PO/CONTRACT NUMBER	

WestTech®

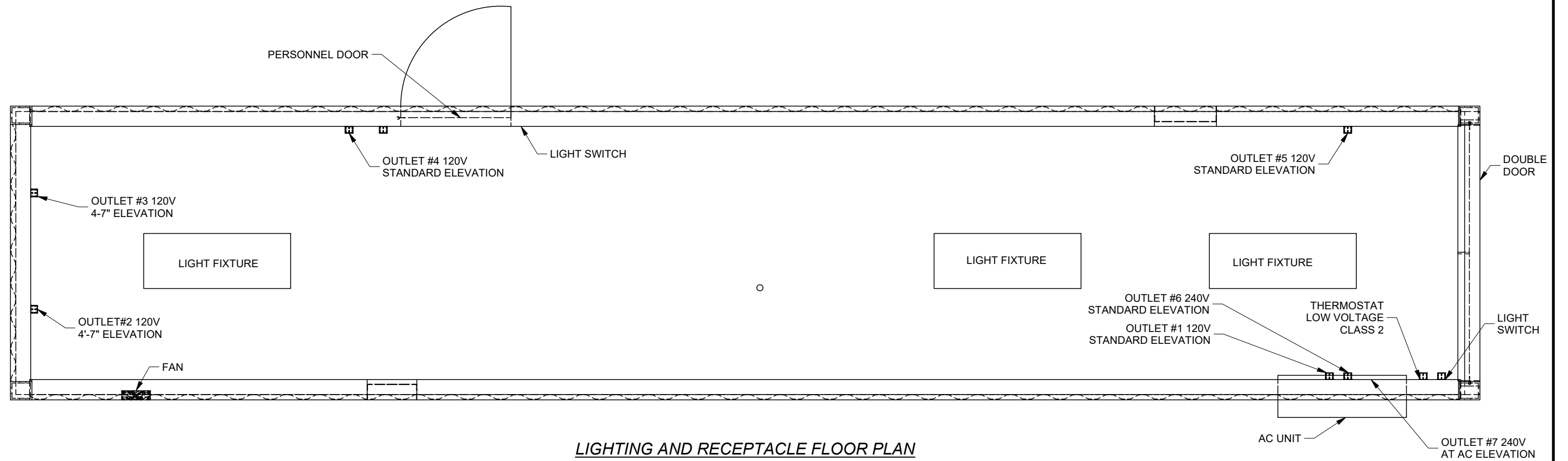
THIS DRAWING IS PROPERTY OF WESTTECH ENGINEERING, INC. AND IS TRANSMITTED IN CONFIDENCE. NEITHER RECEIPT NOR POSSESSION CONFERS OR TRANSFERS ANY RIGHTS TO REPRODUCE, USE, OR DISCLOSE IN WHOLE OR IN PART, DATA CONTAINED HEREIN FOR ANY PURPOSE, WITHOUT THE WRITTEN PERMISSION OF WESTTECH ENGINEERING, INC.

TITLE GENERAL ARRANGEMENT UF CONTAINER			
DESIGNER	CHECKER	APPROVER	DATE
VO00	ST00	DY03	2/2/2022
JOB NUMBER	DOCUMENT NUMBER	SHEET	REV
R586	0001945909	1 OF 3	-

REV	REVISION DESCRIPTION	ECN	DESIGNER	APPROVER	DATE	REFERENCE DOCUMENTS



WestTech[®]			
THIS DRAWING IS PROPERTY OF WESTTECH ENGINEERING, INC. AND IS TRANSMITTED IN CONFIDENCE. NEITHER RECEIPT NOR POSSESSION CONFERS OR TRANSFERS ANY RIGHTS TO REPRODUCE, USE, OR DISCLOSE, IN WHOLE OR IN PART, DATA CONTAINED HEREIN FOR ANY PURPOSE, WITHOUT THE WRITTEN PERMISSION OF WESTTECH ENGINEERING, INC.			
TITLE GENERAL ARRANGEMENT UF CONTAINER			
DESIGNER	CHECKER	APPROVER	DATE
VO00	ST00	DY03	2/2/2022
JOB NUMBER	DOCUMENT NUMBER	SHEET	REV
R586	0001945909	2 OF 3	-



WestTech®

THIS DRAWING IS PROPERTY OF WESTTECH ENGINEERING, INC. AND IS TRANSMITTED IN CONFIDENCE. NEITHER RECEIPT NOR POSSESSION CONFERS OR TRANSFERS ANY RIGHTS TO REPRODUCE, USE, OR DISCLOSE, IN WHOLE OR IN PART, DATA CONTAINED HEREIN FOR ANY PURPOSE, WITHOUT THE WRITTEN PERMISSION OF WESTTECH ENGINEERING, INC.

TITLE **GENERAL ARRANGEMENT**
UF CONTAINER

DESIGNER	CHECKER	APPROVER	DATE
V000	ST00	DY03	2/2/2022
JOB NUMBER	DOCUMENT NUMBER	SHEET	REV
R586	0001945909	3 OF 3	-

STATE OF TEXAS §
 §
COUNTY OF DENTON §

**INTERLOCAL COOPERATION AGREEMENT
FOR A REGIONAL ANIMAL CONTROL FEASIBILITY STUDY**

THIS INTERLOCAL COOPERATION AGREEMENT FOR A REGIONAL ANIMAL CONTROL FEASIBILITY STUDY (the “Agreement”) is made and entered into on the 20th day of January, 2026, by and between the City of Justin, Texas, and the City of Decatur, Texas.

RECITALS

WHEREAS, the Cities are political subdivisions of the State of Texas authorized to enter into interlocal agreements pursuant to Chapter 791, Texas Government Code; and

WHEREAS, the Cities desire to evaluate the feasibility of establishing or enhancing regional animal control services to promote public health, safety, and animal welfare; and

WHEREAS, the Cities have determined that conducting a Regional Animal Control Feasibility Study (the “Study”) will assist in evaluating service needs, operational models, governance options, and associated costs; and

WHEREAS, the Cities desire to designate a single contracting and administrative agent to procure and manage professional services necessary to complete the Study; and

WHEREAS, the **City of Justin** has agreed to serve as the contracting and administrative agent for the Study on behalf of the participating cities; and

WHEREAS, the Cities desire to share in the cost of the Study, with the total financial obligation of each participating city not to exceed Four Thousand Dollars (**\$4,000.00**); and

WHEREAS, participation in the Study does not obligate any City to implement the Study’s recommendations or to enter into any future agreement for animal control service

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the Cities hereby covenant and agree as follows:

Section 1. Purpose. The purpose of this Agreement is to provide for the cooperative procurement and completion of a Regional Animal Control Feasibility Study through the

designation of the City of Justin as the contracting and administrative agent, and to establish the respective rights and obligations of the Cities related to participation in the Study.

Section 2. Definitions. In this Agreement:

“**Administrative Agent**” means the City of Justin, Texas”

“**City**” or “**Cities**” means the City of Justin and each participating municipality executing this Agreement.

“**Effective Date**” means the date on which this Agreement becomes effective pursuant to Section 3.

“**Study**” means the Regional Animal Control Feasibility Study described in this Agreement.

Section 3. Effective Date. This Agreement shall become effective upon execution by the City of Justin and at least one participating City (the “Effective Date”) and shall remain in effect until completion of the Study and final payment of all associated costs, unless earlier terminated in accordance with this Agreement.

Section 4. Scope of Study

The Study shall include, at a minimum, an evaluation of:

- Existing animal control service levels and needs;
- Potential regional or shared service models;
- Governance and operational structures;
- Capital and operational cost estimates; and
- Implementation considerations.

The specific scope of services shall be defined in the professional services agreement executed by the Administrative Agent.

The cities have agreed that the City of Justin will contract with Connolly Architects & Consultants. **See Exhibit B.**

Section 5. Administrative Responsibilities

The City of Justin, as Administrative Agent, shall:

- Procure professional consulting services in accordance with applicable law;
- Execute and administer the professional services agreement for the Study;
- Coordinate with participating Cities during the Study process; and

- Collect cost contributions from participating Cities as provided herein.
- Maintain records of expenditures related to the Study. Upon request the City of Justin shall provide a summary accounting of Study-related revenues and expenditures. Disclosure shall be limited to costs directly associated with the Study and shall not require production of unrelated City financial records.

Section 6. Financial Obligations.

Each participating City agrees to pay its proportionate share of the Study costs, not to exceed \$4,000 per City.

(b) Payments shall be made to:

City of Justin

Attn: Finance Department
415 N. College Avenue
Justin, Texas 76247

(c) No City shall incur any financial obligation under this Agreement beyond the stated cost cap unless expressly approved by that City's governing body.

Section 7. No Obligation to Implement.

Nothing in this Agreement shall obligate any City to adopt or implement the Study's recommendations or to enter into any future interlocal or service agreement related to animal control services.

Section 8. Termination.

Any City may withdraw from this Agreement upon written notice to the Administrative Agent prior to execution of the professional services agreement. After execution of such agreement, withdrawal shall not relieve a City of its obligation to pay its allocated share of incurred costs.

(Signatures located on the following page)

EXECUTION

IN WITNESS WHEREOF, the Cities have executed this Agreement in multiple counterparts as of the date first written above.

CITY OF JUSTIN, TEXAS

By: _____
Name: _____
Title: _____
Date: _____

PARTICIPATING CITY:

CITY OF DECATUR, TEXAS

Name: Nate Mara
Title: City Manager
Date: _____

Exhibit B

Connolly Architects & Consultants Contract

RESOLUTION _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DECATUR, TEXAS, APPROVING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF DECATUR AND PARTICIPATING CITIES FOR A REGIONAL ANIMAL CONTROL FEASIBILITY STUDY; AUTHORIZING EXECUTION OF THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Decatur, Texas is a political subdivision of the State of Texas authorized to enter into interlocal agreements with other political subdivisions pursuant to Chapter 791, Texas Government Code (Interlocal Cooperation Act); and

WHEREAS, the City Council recognizes the importance of ensuring effective, efficient, and sustainable animal control services that promote public health, public safety, and animal welfare; and

WHEREAS, the City of Decatur and other participating cities have identified a need to evaluate the feasibility of coordinated or shared regional animal control services in response to growth, service demands, and operational considerations; and

WHEREAS, the participating cities desire to jointly conduct a Regional Animal Control Feasibility Study to evaluate service needs, operational models, governance structures, and associated costs; and

WHEREAS, the Interlocal Cooperation Agreement (attached as **EXHIBIT A**) designates the City of Justin, Texas, as the contracting and administrative agent for the Study and establishes a cost-sharing structure with a financial cap for each participating city; and

WHEREAS, participation in the Study does not obligate the City of Decatur to implement any recommendations or to enter into any future agreement for animal control services; and

WHEREAS, the City Council finds that entering into the Interlocal Cooperation Agreement is in the best interest of the City of Decatur and serves a valid public purpose;

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

SECTION 1. The recitals set forth above are true and correct and are incorporated herein by reference as part of this Resolution.

SECTION 2. That, the City Council hereby approves the Interlocal Cooperation Agreement for a Regional Animal Control Feasibility Study.

SECTION 3. That, the City Manager is hereby authorized to execute the Agreement and all documents necessary to effectuate the City’s participation in the Study. See **EXHIBIT A** and **EXHIBIT B.**

SECTION 4. That this Resolution shall take effect immediately upon passage.

DULY PASSED by the City Council of the City of Decatur, Texas, on the 23rd of February, 2026.

ATTEST :

Mike McQuiston, Mayor

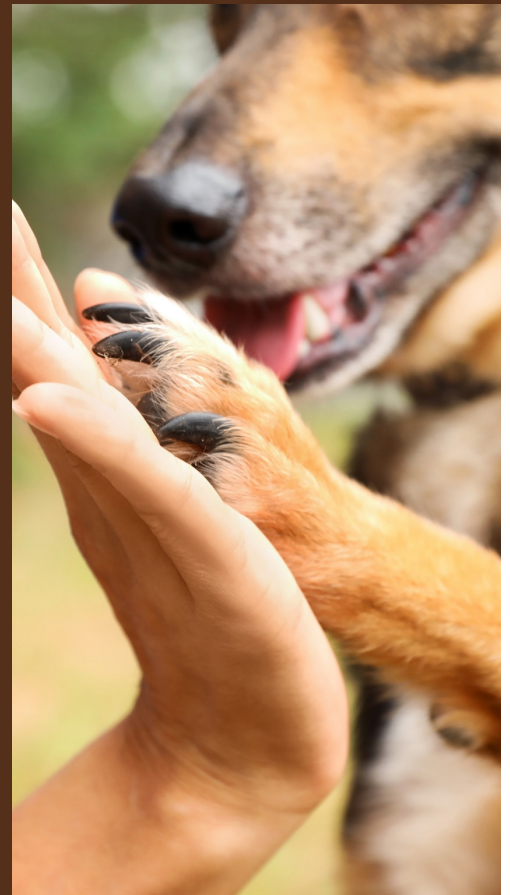
Asucena Delgado, City Secretary



JUSTIN
1887



**Request for Proposal
Animal Shelter Feasibility Study
CITY OF JUSTIN**



CONNOLLY ARCHITECTS
& CONSULTANTS

October 29, 2025

VIA EMAIL

Ms. Abbey Reese
Assistant City Manager
City of Justin
415 North College Avenue
Justin, TX 76247

Re: Request for Proposal
Feasibility Study
New Regional Animal Shelter

Dear Ms. Reese and the Selection Committee,

After learning more about your needs and ambitions, from your emails and telephone conversations, we feel this project is an exciting opportunity for Justin to be the regional animal services base for Decatur, New Fairview, Rhome, Boyd, Northlake, Paradise, Krum, and possibly Ponder and Denton and Wise Counties. The proposal is an attempt to meet the needs and expectations of the Stakeholders. As such, three phases are offered with options to provide the most appropriate ones that best fit the consensus of the Stakeholders' regional shelter needs.

Connolly is proud to bring 35 years of service, helping over 50 animal shelter clients create lasting, innovative, and enduring projects in the State of Texas. We are a nationally recognized leader in animal shelter design, providing shelter assessments and feasibility analyses on more than 70 projects across 21 states. Our firm is known as a thought leader in shelter design with experience managing regional facilities' diverse stakeholders' needs. Connolly's innovations in the building type include group housing habitats, animal adoption glass displays, digesters, and, most recently, adapting Trauma-Influenced Design to animal shelters.

Thank you very much for your consideration of Connolly Architects & Consultants. I will be the point of contact for this project - please contact me if you have any questions or need additional information.

Warm Regards,



Larry Connolly, FAIA
President
Connolly Architects & Consultants
512 771 4383
larry@connollyaia.com

Cover Letter

Table of Contents

A. Connolly Architects & Consultants

1. Information	1
2. Shelter Experience	2
3. Feasibility Studies	3
4. Shelter Projects	4
5. Staff	7

B. Feasibility Study

1. Understanding	8
2. Approach	9
3. Proposal	10
4. Deliverables	11
5. Schedule	12

Office

2414 Exposition Blvd., Suite A-2
Austin, Texas 78703

Primary Contact

Larry Connolly, FAIA
512-771-4383
larry@connollyaia.com

Firm History

Founded 1979, Midland Texas
Relocated 2000, Austin, Texas

Licensure Certifications

National Council of Architectural
Registration Boards
Architect Licenses in Florida,
Louisiana, Oklahoma & Texas
Fear Free™ Certified

Affiliations

American Institute of Architects
College of Fellows
National Animal Care & Control
Association
Texas Animal Care & Control
Association

Personnel

Architects: 2
Project Manager: 1
Engineering Consultant: 1
Veterinary Consultant: 1
Acoustical Consultant: 1

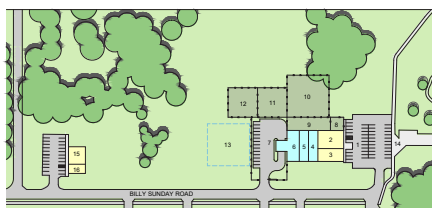
Connolly Architects & Consultants has a national reputation for expertise in animal shelter design. Focusing on this area of design and construction for three decades has brought a deep understanding of animal control and humane issues to our projects, as well as the application of progressive ideas about shelter design, and a commitment to improving conditions for shelter staff and the animals in their care.

Connolly’s national consulting practice includes more than 100 projects in 30 states. In addition to taking the lead on designing projects in our home state of Texas, we work with architecture firms, municipalities, counties and animal welfare groups around the country to help them turn their specific needs into shelters that efficiently and effectively support their mission. We do this through assistance with site selection, programming, conceptual design, materials selection, equipment schedules, and specifications tailored to their animal welfare needs.

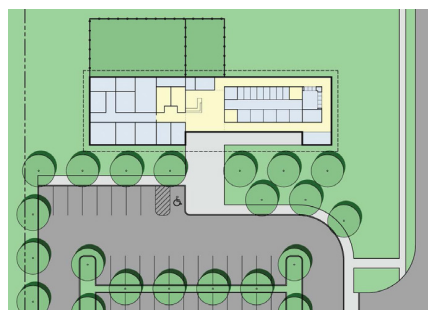
Each of our projects represents an evolving progression in designing animal care facilities. We help our clients improve their standard of care, increase adoption rates, reduce euthanasia rates, and create shelters that are a friendly, welcoming part of the community fabric. Many years of working with every kind of organization and project size - from the smallest rural kennels to urban, community-oriented facilities - allow us to see the best opportunities for every project.

Connolly’s work on the SPCA of Bexar County (now San Antonio Humane Society) was recognized with a Business Week/Architectural Record Award.

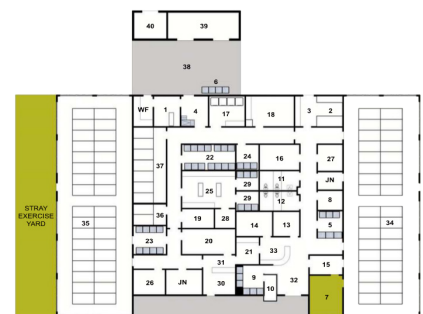
Connolly Architects was established in 1979 in Midland, Texas. The firm moved to Austin in 2000 and in 2006 became Connolly Architects & Consultants to acknowledge the addition of our nationwide animal care consulting services.



NEW CONSTRUCTION CONCEPTUAL SITE PLAN
Ames Animal Shelter, IA

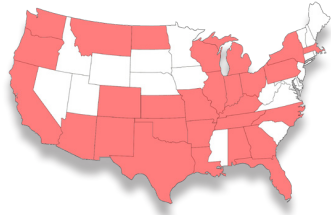


Pasadena Adoption Center, TX



Humane Society of the New Braunfels Area, TX

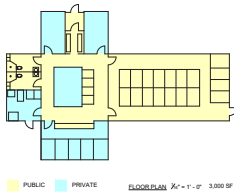
A.2 Shelter Experience



Design Services for more than 100 animal shelters in 30 states

- Feasibility Analysis
- Facility Assessment
- Architecture
- Strategic Agency Planning
- Programming
- LEED Certification
- Needs Assessment
- Work Flow Diagrams
- Interiors
- Site Analysis & Selection
- Capital Campaigns
- Sustainable Features
- Master Plans
- Animal Care Quality Control
- Equipment Selection

Projects in Texas unless otherwise noted. Regional shelters in bold.



FUNCTION	AREA DESIGNATION	COUNT				AREA (SQ FT)		TOTAL AREA (SQ FT)	
		ADULT	JUVENILE	QUARANTINE	OFFICE	ADULT	JUVENILE	ADULT	JUVENILE
RECEIVING AREA	RECEIVING AREA	1	1	1	1	1,000	1,000	1,000	1,000
	RECEIVING AREA	1	1	1	1	1,000	1,000	1,000	1,000
	RECEIVING AREA	1	1	1	1	1,000	1,000	1,000	1,000
	RECEIVING AREA	1	1	1	1	1,000	1,000	1,000	1,000
	RECEIVING AREA	1	1	1	1	1,000	1,000	1,000	1,000
	RECEIVING AREA	1	1	1	1	1,000	1,000	1,000	1,000
	RECEIVING AREA	1	1	1	1	1,000	1,000	1,000	1,000
	RECEIVING AREA	1	1	1	1	1,000	1,000	1,000	1,000
	RECEIVING AREA	1	1	1	1	1,000	1,000	1,000	1,000
	RECEIVING AREA	1	1	1	1	1,000	1,000	1,000	1,000
ADULT QUARTERS	ADULT QUARTERS	10	10	10	10	10,000	10,000	10,000	10,000
	ADULT QUARTERS	10	10	10	10	10,000	10,000	10,000	10,000
	ADULT QUARTERS	10	10	10	10	10,000	10,000	10,000	10,000
	ADULT QUARTERS	10	10	10	10	10,000	10,000	10,000	10,000
	ADULT QUARTERS	10	10	10	10	10,000	10,000	10,000	10,000
	ADULT QUARTERS	10	10	10	10	10,000	10,000	10,000	10,000
	ADULT QUARTERS	10	10	10	10	10,000	10,000	10,000	10,000
	ADULT QUARTERS	10	10	10	10	10,000	10,000	10,000	10,000
	ADULT QUARTERS	10	10	10	10	10,000	10,000	10,000	10,000
	ADULT QUARTERS	10	10	10	10	10,000	10,000	10,000	10,000
JUVENILE QUARTERS	JUVENILE QUARTERS	10	10	10	10	10,000	10,000	10,000	10,000
	JUVENILE QUARTERS	10	10	10	10	10,000	10,000	10,000	10,000
	JUVENILE QUARTERS	10	10	10	10	10,000	10,000	10,000	10,000
	JUVENILE QUARTERS	10	10	10	10	10,000	10,000	10,000	10,000
	JUVENILE QUARTERS	10	10	10	10	10,000	10,000	10,000	10,000
	JUVENILE QUARTERS	10	10	10	10	10,000	10,000	10,000	10,000
	JUVENILE QUARTERS	10	10	10	10	10,000	10,000	10,000	10,000
	JUVENILE QUARTERS	10	10	10	10	10,000	10,000	10,000	10,000
	JUVENILE QUARTERS	10	10	10	10	10,000	10,000	10,000	10,000
	JUVENILE QUARTERS	10	10	10	10	10,000	10,000	10,000	10,000



- Action Program for Animals, NM
- Aggieland Humane Society
- American Humane, DC
- Anderson County Humane Society**
- Animal Defense League of Texas**
- Animal Friends of Washington County**
- Animal Protectors of Allegheny, PA**
- Animal Service Center of the Mesilla Valley, NM**
- ASPCA, NY
- Citizens for Animal Protection**
- City of Abilene
- City of Ames, IA
- City of Austin
- City of Arlington
- City of Bedford
- City of Boerne
- City of Bryan
- City of Brownsville
- City of Carrollton
- City of Clovis, NM
- City of Columbus, GA
- City of Corpus Christi
- City of Corsicana
- City of Denison
- City of Denton
- City of El Paso
- City of Evanston, IL
- City of Fort Stockton
- City of Grand Prairie
- City of Houston
- City of Iowa Park
- City of Las Cruces, NM**
- City of Leavenworth, KS
- City of Lee's Summit, MO
- City of League City
- City of Lockhart
- City of Longview
- City of Lubbock
- City of Manhattan, KS
- City of Manteca, CA
- City of Midland
- City of Missouri City
- City of Nolanville
- City of Olathe, KS
- City of Pasadena
- City of Plano
- City of Oklahoma City, OK**
- City of Rockwall
- City of San Antonio
- City of San Marcos
- City of Schertz
- City of Spokane, WA
- City of Stillwater, OK**
- City of Taylor
- City of Texarkana**
- Clatsop County, OR**
- Clayton County, GA**
- Cobb County, GA**
- Columbia Greene Humane Society, NY**

- DeSoto Parish, LA**
- Easy Street Animal Shelter
- Emancipet
- Eos Bird Rehabilitation Center
- Fisher Kennels
- Four Paws and a Wake Up, NM
- Greater Huntsville Humane Society, AL**
- Gulf Coast Humane Society**
- Gwinnett County, GA**
- Harris County**
- Houston Humane Society**
- Humane Society of Boulder Valley, CO**
- Humane Society of Central Texas**
- Humane Society of El Paso**
- Humane Society of Erie County, OH**
- Humane Society of Grand Forks, ND
- Humane Society of Greater Miami, FL**
- Humane Society of the New Braunfels Area**
- Humane Society of the United States, DC
- Humane Society of Wichita County**
- Humane Society of the Willamette Valley, OR**
- Hill Country SPCA**
- It Takes a Village, IN**
- Kentucky Humane Society, KY**
- Laredo Humane Society**
- Lake County, FL
- Martha's Vineyard, MA
- Mason Company, OH
- Midland SPCA**
- Missoula Humane Society, MT**
- Monroe County Friends of Animals, TN
- Nashville Humane Association, TN
- Operation Kindness**
- Oklahoma Humane Society, OK**
- Ozaukee Humane Society, WI**
- Pin Oak Kennels
- Rancho Grande Kennels
- Remington Pet Ranch
- Robeson County, NC**
- Ruff Start Rescue, St. Croix, WI
- Rutherford County, TN**
- San Antonio Humane Society**
- SPCA of Brazoria County**
- Stanislaus County, CA**
- Texas Humane Heroes**
- The Pet Barracks
- The Pet Porters
- Town of Edgewood, NM**
- Town of Flower Mound
- Tri-City Animal Control Facility, Paseo, WA**
- Upper Valley Humane Society**
- Utopia Dog Hotel
- Wake County, NC**
- Washington County Humane Society, WI**
- We Care Animal Rescue, CA**
- Wichita Falls Humane Society**
- Williamson County**
- Woods Humane Society, CA**
- Yucca Vista Veterinary Clinic



Clovis Animal Shelter, Clovis, New Mexico

Role: Feasibility Study, Needs Assessment, Programming, and Architecture

An adaptive reuse of an existing warehouse to meet the animal welfare needs of a remote city in the desert. The new facility takes up most of the city block and is located in an area near synergistic land use areas like playing fields, a city park, a community center, and the zoo.

1.76 acres • 22,000sf • 113 Habitats • Covered Yards



City of Bryan Animal Center, Bryan, Texas

Role: Feasibility Study, Site Selection, and Architecture

The large dog and cat topiaries describe the building's purpose for and shade the large glass storefront in the lobby. The center includes interior and exterior get-acquainted areas that provide an opportunity for visitors to play with their prospective pets.

2.8 acres • 18,000sf • Dog Habitats: 60 • Cat Habitats: 80 • Get-Acquainted Areas: 4 • Livestock Stable • Spay & Neuter Clinic • After-Hours Training Room • Exercise Yards



Ames Animal Shelter, Ames, Iowa

Role: Feasibility Study, Needs Assessment, and Site Selection

The new shelter benefits from the synergy of being located between the old shelter, now a greenbelt trailhead, and an existing dog park. The dog park's existing parking lot was expanded to accommodate its shared use with the new shelter.

5 Acres • 14,150 SF • 158 Habitats • 3 Exercise Yards



Linda McNatt Animal Care + Adoption Center, Denton, Texas

Role: Feasibility Study, Capital Campaign and Architecture

The LEED certified center features internal transparency that facilitates wayfinding for the visitor and monitoring capability for the staff. Storefront windows along the covered entry provide strong indoor-outdoor connections and make the center's activities and its adoptable pets visible to the public.

5 Acres • 18,156 SF • Dog Habitats: 93 • Cat Habitats: 81 • Get-Acquainted Areas: 5 • Meeting and Education Room • Medical/Surgery Suites



Flower Mound Animal Services, Flower Mound, Texas

Role: Feasibility Study, Needs Assessment, and Master Plan

The shelter benefits from the synergy of being on the corner of a town property dedicated to sports fields. Contrasting red brick and tan concrete block matches the town's other masonry municipal services' buildings. Large windows offer views into the cat group housing areas and natural light floods the hallways and staff work areas through light monitors in the roof.

4.5 Acres • 9,000 sf • 103 Habitats • After-hours training room

A.4 Shelter Projects

Mohave County Animal Shelter | Kingman, Arizona

Feasibility Study, Shelter Design + Animal Welfare Assurance | Evanston, Illinois



SIZE & FEATURES

3.9 Acres

12,120 sf

94 Habitats

3 Covered Areas

CLIENT REFERENCE

Nicole Magiameli
Animal Shelter Manager
Mohave County Animal Shelter
3423 N Burbank Street
Kingman, AZ 86409
mangin@mohave.gov
928 753 2727

Project Description + Type of Operation

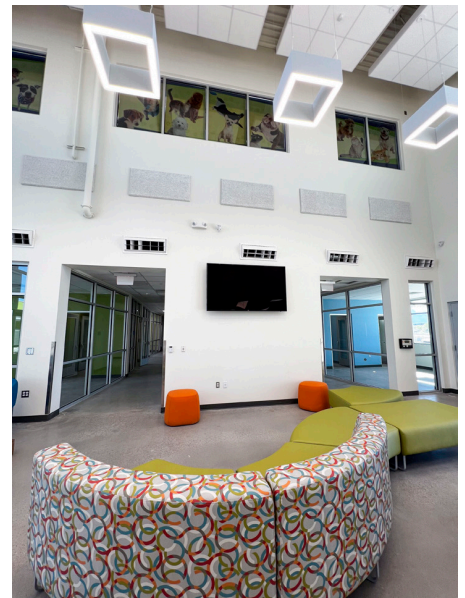
The feasibility study included a needs assessment and building programming to properly size the facility.

The new county regional animal shelter is an economical segmented L-shaped pre-engineered metal building (PEMB). Its sally port and dog get-acquainted areas are covered along with a new multi-purpose area off of the lobby. The areas next to the lobby are skewed to contrast with the institutional nature of the animal shelter building type. Similarly, the dog get-acquainted and play yards are organically shaped. Owner surrender and adoption lobby areas have separate entrances to avoid animal exchanges in the parking lot.

A.4 Shelter Projects

Animal Services Center of the Mesilla Valley

Feasibility Study, Programming + Architecture | Las Cruces, New Mexico



SIZE

36,200 sf

278 Habitats

LEED Certification

CLIENT REFERENCE

Arturo Gonzalez
Owner's Representative
agonzalez@ecmintl.com
915 351 1900

Project Description + Type of Operation

The new center is in the middle of an eight-acre triangular property located on the corner of a state highway and a residential boulevard. The feasibility study included a needs assessment and building programming for the project, which was completed in 2023 and serves southeastern New Mexico.

Its high-profile location on the busy corner supports the retail-inspired design, which features state of the art animal displays that do not require staff to assist with public viewing of adoptable animals.

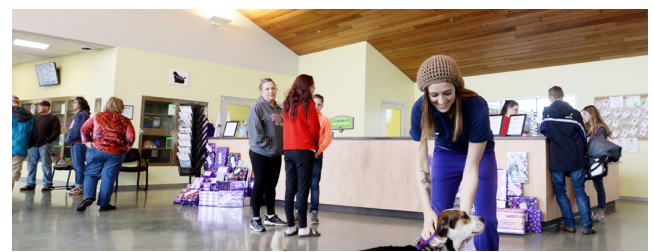
The five-building campus is anchored by the main building with cat group housing storefront displays and windows to the outside along with two single-habitat cat pods in the middle of the two-story lobby. Back of house, administration and support spaces are also included in the main building. Dogs available for adoption are housed in four pods and include group housing and single habitats, both with outdoor covered yards.

The old shelter building, now intake and clinic only, on bookends one side of the campus opposite a new dog park on the other. A large two-story photovoltaic courtyard provides separation between the main building and the dog pods. Having a campus with a courtyard provides the agency with generous circulation space at a fraction of the cost of enclosed hallways.

A.4 Shelter Projects

Longview Animal Care + Adoption Center

Feasibility Study, Master Plan + Architecture | Longview, Texas



SIZE

18,500 sf

158 Habitats

Spay and Neuter Clinic

Meeting and Education Room

CLIENT REFERENCE

Kevin Chumbley
City Engineer
Department of Public Works
933 Mobile Drive
Longview, TX 75604
kchumbley@longviewtexas.gov
903 237 1240

Project Description + Type of Operation

The feasibility study a needs assessment, building program and project budget to the City of Longview in the form of a master plan. The assessment established project goals and objectives that were determined by the City first responding to a tailored questionnaire and refined with meetings with the public, stakeholders and staff to achieve community consensus.

The building program identified six uses by work flow diagrams that were adapted to a 3.4 acre triangular site. The budget was based on historical data gathered and proved to be accurate.

The modified H-shaped building features clear separation between the public and staff areas. That division is maintained in the site plan with a front parking lot for the public and a back lot that doubles as employee parking and a service yard. There is a small get acquainted yard next to the dog adoption so family pets can meet their new siblings and determine compatibility and another large fenced yard next to the Stray Dog Kennels. Recently the center accomplished the rare feat of adopting out all available dogs on two consecutive weekends.

This project was completed for less than the construction contract - only deduct change orders.



Larry Connolly, FAIA - Principal

Larry Connolly is a nationally-recognized authority on shelter design who regularly presents workshops at conferences for the American Humane Association (AHA), Humane Society of the United States (HSUS), the National Animal Control Association (NACA), the Texas Federation of Humane Societies (TFHS) as well as animal control associations in Arkansas, Oklahoma and Texas. He served as the architect member of the HSUS Evaluation Team on two shelters and completed one shelter design consultation for the American Society for the Prevention of Cruelty to Animals (ASPCA). He has also contributed articles to [Animal Watch](#) and [NACA News](#) magazines. His work has appeared in [Animal Sheltering](#), [NACA News](#), [The Line](#), [Architecture](#) and [Texas Architect](#). In 2009, the Texas Society of Architects honored Larry with the John G. Flowers Award for Excellence in the Promotion of Architecture in the Media. He holds architectural licenses in Florida, Louisiana, Oklahoma, Texas, NCARB and is Fear Free™ certified. He lives in Austin, with Hopper, a Chiweenie.



Hunter Powell - Project Manager/Marketing Director

Hunter Powell joined Connolly as a Production Assistant in 2014. His responsibilities include the production of architectural contract documents as well as preparation of shelter evaluations, feasibility studies, work flow diagrams and master plans. Skilled in graphics and an Adobe InDesign expert, he coordinates the office computer network, the firm's marketing and the firm's web site. He is Fear Free™ certified and has a rescue German Shepherd mix and a Lab mix.



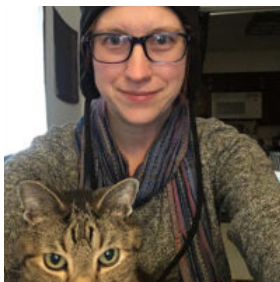
Mike Tibbetts, RA - QA/QC/Contract Administration & Field Services

Mike Tibbetts has previously worked with several firms in Austin, Port Arthur and Lufkin on both residential and commercial projects. At Connolly, he is responsible for design review to ensure project buildability, best construction value and code compliance as well as contract administration and construction observation.



Jeff Smith, P.E. - Livestock & Equestrian Design

Jeff Smith is by education and practice a structural engineer. He provides valuable insight to the structural buildability of proposed shelter concepts. In an additional capacity, as a third-generation rancher, he provides first hand user guidelines livestock and horse habitat and support spaces. He has three dogs, four quarter horses, cattle, barn cats and owls.

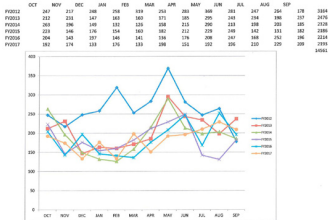


Becky Stuntebeck, DVM - Facility Design Veterinarian

Becky is a veterinarian formerly with the Koret Shelter Medicine Program at UC Davis. Besides helping adoption centers with their operational issues her interests include proactive population management and infectious disease prevention in shelters. She ensures our shelter honor the five domains as defined in The Guidelines for Animal Shelter Standards of Care by the Association of Shelter Veterinarians. Her pets are three aging cats and one rowdy puppy.



The concept of a regional animal shelter is not a new one and has a lot of precedents in the State of Texas. The obvious appeal is that the lower unit cost of building and operating a larger facility allows the Stakeholders to provide more and better animal services at a lower cost to the public. What makes the City of Justin's initiative to create a new Regional Animal Shelter unique is that the city and all its proposed Stakeholders (except Denton County) do not have an animal shelter facility either, and they all need one. It is the perfect opportunity to start from scratch based on Stakeholder's data.



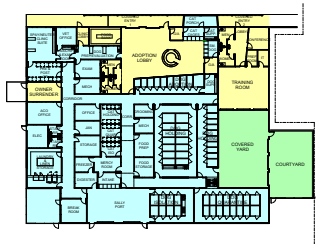
So, what Kind of Facility will the Cities of Justin, Decatur, New Fairview, Rhome, Boyd, Northlake, Paradise, Krum, Ponder, (maybe), and maybe also Denton and Wise Counties need and/or want? To answer that question, it is necessary to have collective community engagement to integrate their data with the goal of achieving consensus among the Stakeholders. This proposal includes a series of four Stakeholder meetings in Justin to present, discuss, comment, and approve a three-phase Feasibility Study to ensure everyone's Animal Control needs are met.

Besides the above-mentioned Feasibility Study process to ensure Stakeholder consensus, it will include a focus on what the new Regional Animal Shelter's Project Goals should be. Typically, this includes, but is not limited to, some of the following objectives:

1. Accommodate the number of animals when Animal Control ordinances are enforced
2. Reduce the euthanasia rate and encourage adoptions
3. Consider including a Vet Clinic
4. Follow Animal Shelter Veterinarians' habitat guidelines
5. Minimize the spread of disease
6. Provide clean indoor air
7. Create a safe environment for staff, visitors, and animals
8. Provide sufficient parking and loading/unloading capacity for staff and the public
9. Have a facility that is easy to maintain and efficient to operate
10. Be a pleasant place to work and visit
11. Consider community outreach programs

FUNCTION	AREA	AREA NUMBER	AREA TYPE	AREA DESCRIPTION	AREA AREA (SQ FT)	AREA PERIMETER (FT)	AREA VOLUME (CU FT)	AREA COST (\$)	AREA COMMENTS
OFFICE	OFFICE	101	OFFICE	OFFICE	100	100	1000	10000	
	OFFICE	102	OFFICE	OFFICE	100	100	1000	10000	
	OFFICE	103	OFFICE	OFFICE	100	100	1000	10000	
	OFFICE	104	OFFICE	OFFICE	100	100	1000	10000	
	OFFICE	105	OFFICE	OFFICE	100	100	1000	10000	
	OFFICE	106	OFFICE	OFFICE	100	100	1000	10000	
	OFFICE	107	OFFICE	OFFICE	100	100	1000	10000	
	OFFICE	108	OFFICE	OFFICE	100	100	1000	10000	
	OFFICE	109	OFFICE	OFFICE	100	100	1000	10000	
	OFFICE	110	OFFICE	OFFICE	100	100	1000	10000	

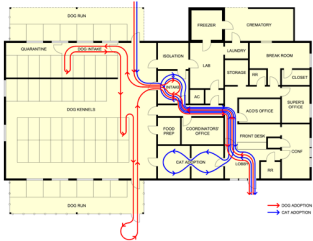
The approved Needs Assessment will be the basis for determining what spaces are needed in the new facility. Once the space needs have been determined, it is possible to select a site because there is enough information to determine how many acres are necessary.



Next, to determine the New Regional Animal Shelter's cost and schedule, a concept is necessary. Like the Needs Assessment, Site Selection, and Building Program, it too has a process that includes another Stakeholders Meeting in Justin to present the three design concepts to discuss, comment, and select the one that is most appropriate for the Stakeholders. Again, for the Regional Animal Shelter to be successful, there has to be consensus of approval of the project by the Stakeholders.

The three phases of study are sequential, and each has the benefit of Stakeholders' input, discussion, review, and comments, leading to their approvals.

1. Needs Assessment



A proprietary and comprehensive needs assessment data analysis process that identifies quantitative and qualitative programming guidelines, including an Animal Capacity Model broken down by jurisdiction. This creates the opportunity for the Regional Animal Shelter's Stakeholders to decide how the facility should best serve them.



In the absence of an existing shelter's intake statistics for the Stakeholder, state and national impound statistics will be used in coordination with each Stakeholder's population projections to determine the appropriate size facility. This statistical data will be coupled with the extent of animal services the Regional Shelter should provide. Also necessary will be the animal shelter's operations support spaces to accommodate the animals, the public, the staff, and even volunteers, should the Stakeholders choose to have such a facility.

The responses to the Questionnaire will be the basis for interaction/ adjacency priorities of the operational elements. The Facility Needs Assessment will be presented to the Stakeholders for discussion, comment, and approval.

2. Building Program & Site Selection



Based on the Stakeholders-approved Facility Needs Assessment, the Site Selection will evaluate multiple sites according to the shelter's Stakeholder's growth requirements. The Site Selection will be presented to the Stakeholders for discussion, comment, and approval.

3. Conceptual Design

Based upon the Stakeholder-approved needs assessment and building program, at least three conceptual design options for the Justin Animal Shelter Project will be presented.

Feasibility Study Document

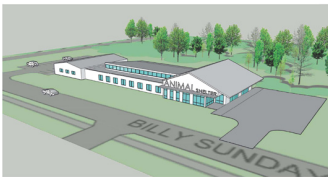
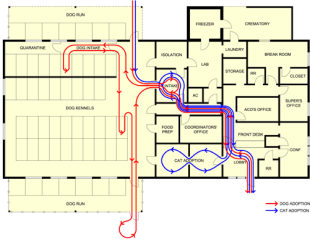
Phase I or Phase I & 2 or Phase I, 2 & 3 is published with the appropriate municipality and county sign-off signatures to formally document the Stakeholder consensus.

7.1 User Group:	
Dr. M. Stephen Dennis Project Name	Dean, College of Agricultural and Environmental Sciences <i>M. Stephen Dennis</i> 1-18-18 Date
Dr. Wayne Aitchay Project Name	Department Head, Agricultural and Consumer Sciences <i>Wayne Aitchay</i> 1-18-2018 Date
Dr. E. Wayne Schweitzer Project Name	Department Head, Wildlife, Sustainability, and Ecosystem Sciences <i>E. Wayne Schweitzer</i> 1/18/2018 Date
Dr. Frank DeLong Project Name	Department Head, Animal Science and Veterinary Technology <i>Frank DeLong</i> 1/18/18 Date
Mr. Adam Reed Project Name	Director of Facilities <i>Adam Reed</i> 1-18-18 Date
Ms. Susan Turbowle Project Name	Associate Director of Planning, Design, and Construction <i>Susan Turbowle</i> 1/18/2018 Date
7.2 System Member Administration:	
Dr. J. Dennis Laffan Project Name	President / CEO <i>J. Dennis Laffan</i> 1/18/18 Date
Dr. Rick Richardson Project Name	Interim Vice President for Finance and Administration <i>Rick Richardson</i> 01/23/18 Date
Dr. Karen Wump Project Name	Provost and Executive Vice President for Academic Affairs <i>Karen Wump</i> 1-19-18 Date

B.3 Feasibility Study Proposal

Phase 1 - Needs Assessment		\$15,000
1. Stakeholder Questionnaire	\$3,000	
2. Responses' data published	\$2,000	
3. Stakeholders Meeting in Justin ¹	\$5,000	
a. Goals		
b. Facility Size		
c. Budget		
d. Schedule		
e. Master Plan		
f. Options		
4. Needs Assessment Draft	\$5,000	
a. Stakeholder Presentation in Justin ²		
b. Discussion		
c. Comments		
d. Stakeholder-approved Draft		
e. Stakeholders' Sign-Off Signatures		
Phase 2 - Building Program & Site Selection		\$20,000
1. Building Program	\$10,000	
a. Animals		
b. Public		
c. Volunteers		
d. Staff		
e. Adjancencies		
2. Site Selection Options	\$5,000	
a. Visibility		
b. Accessibility		
c. Utilities		
d. Buildability		
3. Stakeholders' Meeting in Justin ³	\$5,000	
a. Program and Site Presentation		
b. Discussion		
c. Comments		
d. Final Draft		
e. Stakeholders' Sign-Off Signatures		
Phase 3 - Conceptual Design, Schedule & Budget		\$25,000
1. Conceptual Design Options (3 minimum)	\$15,000	
a. Floor Plan		
b. Site Plan		
c. Elevations		
d. 3D Model		
2. Project Schedule Options	\$2,000	
a. Drawings		
b. Bidding and Permitting		
c. Construction		
3. Project Budget Options	\$2,000	
a. Sort Cost		
b. Hard Costs		
4. Stakeholders' Meeting in Justin ⁴	\$6,000	
a. Design, Schedule and Budget Presentation		
b. Discussion		
c. Comments		
d. Final Draft		
e. Stakeholders' Sign-Off Signatures		
TOTAL FEE (includes four Stakeholders' Meetings in Justin)		\$60,000

Feasibility Study Phase Options	
Phase 1	\$15,000
Phase 1 & 2	\$35,000
Phase 1, 2 & 3	\$60,000



New Plano Campus Space Program
DRAFT #4 - November 1, 2008
Prepared by Dr. Deborah Lockwood, Executive Vice President of Educational Affairs/Chief Learning Officer

No.	Function/Space Name	Qty	NSF	Total NSF
2.0 Detail Instruction				
2.1	Classroom	10	1,100	1,100
2.2	Classroom	10	1,100	1,100
2.3	Classroom	10	1,100	1,100
2.4	Classroom	10	1,100	1,100
2.5	Classroom	10	1,100	1,100
2.6	Classroom	10	1,100	1,100
2.7	Classroom	10	1,100	1,100
2.8	Classroom	10	1,100	1,100
2.9	Classroom	10	1,100	1,100
2.10	Classroom	10	1,100	1,100
2.11	Classroom	10	1,100	1,100
2.12	Classroom	10	1,100	1,100
2.13	Classroom	10	1,100	1,100
2.14	Classroom	10	1,100	1,100
2.15	Classroom	10	1,100	1,100
2.16	Classroom	10	1,100	1,100
2.17	Classroom	10	1,100	1,100
2.18	Classroom	10	1,100	1,100
2.19	Classroom	10	1,100	1,100
2.20	Classroom	10	1,100	1,100
2.21	Classroom	10	1,100	1,100
2.22	Classroom	10	1,100	1,100
2.23	Classroom	10	1,100	1,100
2.24	Classroom	10	1,100	1,100
2.25	Classroom	10	1,100	1,100
2.26	Classroom	10	1,100	1,100
2.27	Classroom	10	1,100	1,100
2.28	Classroom	10	1,100	1,100
2.29	Classroom	10	1,100	1,100
2.30	Classroom	10	1,100	1,100
2.31	Classroom	10	1,100	1,100
2.32	Classroom	10	1,100	1,100
2.33	Classroom	10	1,100	1,100
2.34	Classroom	10	1,100	1,100
2.35	Classroom	10	1,100	1,100
2.36	Classroom	10	1,100	1,100
2.37	Classroom	10	1,100	1,100
2.38	Classroom	10	1,100	1,100
2.39	Classroom	10	1,100	1,100
2.40	Classroom	10	1,100	1,100
2.41	Classroom	10	1,100	1,100
2.42	Classroom	10	1,100	1,100
2.43	Classroom	10	1,100	1,100
2.44	Classroom	10	1,100	1,100
2.45	Classroom	10	1,100	1,100
2.46	Classroom	10	1,100	1,100
2.47	Classroom	10	1,100	1,100
2.48	Classroom	10	1,100	1,100
2.49	Classroom	10	1,100	1,100
2.50	Classroom	10	1,100	1,100
2.51	Classroom	10	1,100	1,100
2.52	Classroom	10	1,100	1,100
2.53	Classroom	10	1,100	1,100
2.54	Classroom	10	1,100	1,100
2.55	Classroom	10	1,100	1,100
2.56	Classroom	10	1,100	1,100
2.57	Classroom	10	1,100	1,100
2.58	Classroom	10	1,100	1,100
2.59	Classroom	10	1,100	1,100
2.60	Classroom	10	1,100	1,100
2.61	Classroom	10	1,100	1,100
2.62	Classroom	10	1,100	1,100
2.63	Classroom	10	1,100	1,100
2.64	Classroom	10	1,100	1,100
2.65	Classroom	10	1,100	1,100
2.66	Classroom	10	1,100	1,100
2.67	Classroom	10	1,100	1,100
2.68	Classroom	10	1,100	1,100
2.69	Classroom	10	1,100	1,100
2.70	Classroom	10	1,100	1,100
2.71	Classroom	10	1,100	1,100
2.72	Classroom	10	1,100	1,100
2.73	Classroom	10	1,100	1,100
2.74	Classroom	10	1,100	1,100
2.75	Classroom	10	1,100	1,100
2.76	Classroom	10	1,100	1,100
2.77	Classroom	10	1,100	1,100
2.78	Classroom	10	1,100	1,100
2.79	Classroom	10	1,100	1,100
2.80	Classroom	10	1,100	1,100
2.81	Classroom	10	1,100	1,100
2.82	Classroom	10	1,100	1,100
2.83	Classroom	10	1,100	1,100
2.84	Classroom	10	1,100	1,100
2.85	Classroom	10	1,100	1,100
2.86	Classroom	10	1,100	1,100
2.87	Classroom	10	1,100	1,100
2.88	Classroom	10	1,100	1,100
2.89	Classroom	10	1,100	1,100
2.90	Classroom	10	1,100	1,100
2.91	Classroom	10	1,100	1,100
2.92	Classroom	10	1,100	1,100
2.93	Classroom	10	1,100	1,100
2.94	Classroom	10	1,100	1,100
2.95	Classroom	10	1,100	1,100
2.96	Classroom	10	1,100	1,100
2.97	Classroom	10	1,100	1,100
2.98	Classroom	10	1,100	1,100
2.99	Classroom	10	1,100	1,100
2.100	Classroom	10	1,100	1,100



A. Needs Assessment

1. Needs Assessment Questionnaire
 - a. Justin
 - b. Decatur
 - c. New Fairview
 - d. Rhome
 - e. Boyd
 - f. Northlake
 - g. Paradise
 - h. Krum
 - i. Ponder
 - j. Denton County
 - k. Wise County
2. 8-11 Questionnaire Responses
3. Stakeholders' Discussion Meetings in Justin Agenda
 - a. Project Goals
 - b. Facility Size
 - c. Budget
 - d. Schedule
 - e. Master Plan
4. Needs Assessment Meeting Notes

B. Building Program & Site Selection

1. Current site needs
 - a. Building(s)
 - b. Parking
 - c. Exercise Yards
 - d. Livestock
2. Future Site Needs
 - a. Building(s)
 - b. Parking
 - c. Exercise Yards
 - d. Livestock

C. Conceptual Design

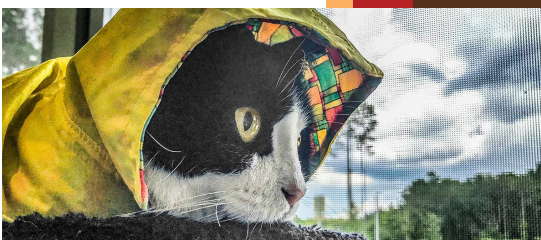
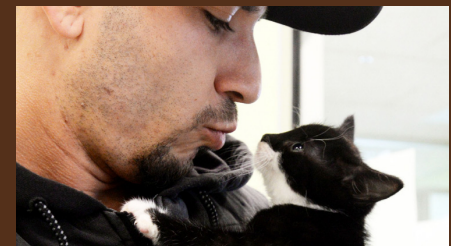
1. Site Plan
2. Floor Plan
3. Elevations
4. 3D Model Views

D. Feasibility Study Document


1. Phase 1 or Phase 1 & 2 or Phase 1, 2 & 3
2. Stakeholder sign-off signatures

B.5 Feasibility Study Schedule

TASK / WEEK	1	2	3	4	5	6	7	8	9	10	11	12
Phase 1 Needs Assessment												
Phase 1 Needs Assessment Stakeholder Comments & Approval												
Phase 2 Building Program & Site Selection												
Phase 2 Building Program & Site Selection Stakeholder Comments & Approval												
Phase 3 Conceptual Design Project Schedule Project Budget												
Phase 3 Conceptual Design, Project Schedule & Project Budget Stakeholder Comments & Approval												



CONNOLLY ARCHITECTS
& CONSULTANTS

	CITY OF DECATUR PERSONNEL POLICY		
Chapter 05	Conduct		
Section 14	Cash Handling Policy		
Revised By:	Nate Mara, City Manager	Revised Date:	February 13, 2026
Approved By:	Nate Mara, City Manager	Effective Date:	February 23, 2026

05.14 Cash Handling Policy

- A) Objective.** To ensure sound procedures and strong controls over the handling and safeguarding of cash; to reduce the possibility of loss or theft; to ensure the reconciliation of records, effective investigation, and resolution of discrepancies; and to mitigate the risk of misappropriation of funds. This policy has been developed to establish a uniform policy for collection, custody, reporting, deposit, auditing, and administration of cash handling.
- B) Responsibilities.** Cash received by the City should be guarded carefully. Each employee, from a front-line cash handler to a Department Manager, is expected to demonstrate a positive attitude in protecting the assets of the City. A clear responsibility lies with management to instill and maintain a cash-handling control system that will prevent, detect, or deter fraud.
- 1) Department Managers have the responsibility to:
 - a) Ensure the safeguarding of City funds;
 - b) Require clearly written and approved procedures for all areas of their department's cash-handling operation;
 - c) Ensure that procedures are in place in their departments to comply with this policy and to assume accountability for exceptions to and deviations from this policy; and
 - d) Report all losses to the Finance Director or the City Manager.
 - 2) Cash Handlers have the responsibility to:
 - a) Use due diligence in handling City assets so that reasonable protection is provided to those assets at all times;

- b) Report all losses to their department manager; and
- c) Report knowledge or suspicions of defalcation or a dishonest act by another City employee to their department manager, the Finance Director, or the City Manager.

C) Definitions.

- 1) Cash Handling - As used in this policy, cash handling describes the receiving, transmitting, safeguarding, and depositing of all funds of any type received by the City.
- 2) Cash Handler - As used in this policy, cash handler denotes any employee whose job description includes responsibility for receiving, transmitting, safeguarding, and/or depositing City funds of any type.
- 3) Cash Discrepancy - A cash discrepancy occurs when a cash handler drawer is over or short.
- 4) Dual Control - A process where two individuals verify funds.
- 5) Single Control - When an individual is solely responsible for funds.
- 6) Segregation of Duties – A process where no single person handles a transaction from beginning to end.
- 7) Chain of Custody – The documented, secure, and traceable process that tracks who collects, counts, transports, and deposits money.

D) Control Standards for Cash-Handling. Procedures should be in place which will ensure that all payments received are processed and accounted for. Each cash-handling operation shall include the controls listed below, as appropriate:

- 1) Maintain strict control over all receipts.
- 2) When warranted, each employee handling money should be assigned an individual cash box or drawer. Funds accepted by a cashier must remain under that cashier's sole control.
- 3) Shared cash drawers accessed by multiple individuals are generally not permitted without written approval of the Finance Director or their designee.
- 4) Maintain strict control over the access to funds. Never leave cash or checks unsecured.
- 5) Place a restrictive endorsement on checks at the time of receipt.
- 6) Use reserve cash for making change only.

E) Safeguarding Funds.

- 1) Strict control must be maintained over the access to funds at all times.
- 2) Dual control over the processing and storage of all cash funds should be used.
- 3) Individuals handling cash should be provided separate and secure work areas.
- 4) Private areas should be provided for cash reconciliation and deposit preparation. Only authorized individuals should be allowed in cash-handling areas.
- 5) Each cash handler is responsible to secure their station. No funds are to be left unattended or unsecured.
- 6) When funds are not in use, they must be stored in a locked location.
- 7) Vault combinations should be limited to the least number of individuals necessary, given the business needs of the department.
- 8) Vault or safe combinations should never be written down.
- 9) Duplicate keys (relating to safe boxes, etc.) will be placed in a locked key box under dual control.
- 10) It is the cash handler's responsibility to immediately notify their supervisor in the event a key is lost.
- 11) No replacement key will be made, but the lock on the cash receptacle in question is to be promptly replaced.

F) Transferring and/or Transporting Funds.


- 1) Chain of custody must be maintained at all times.
- 2) A cash count and reconciliation will occur whenever City funds change hands.

G) Reconciling, Depositing, and Recording Transactions.

- 1) Funds received through Utility Billing and Municipal Court must be reconciled and deposited daily. All other revenue sources must be reconciled and deposited on a weekly basis.
- 2) Confirmation must be sent to the Finance Department.

H) Robbery Incident Policy. Each department should have written procedures for use should a robbery take place. Each department should consult with Decatur Police Department on the development of robbery procedures for their cash-handling environment.

I) Record Retention Requirement. The Texas Local Government Code Local Records Retention Schedule requires the City to retain records pertaining to cash handling for three years after the close of each fiscal year.

	CITY OF DECATUR PERSONNEL POLICY		
Chapter 05	Conduct		
Section 22	Generative Artificial Intelligence (GenAI) Usage Policy		
Revised By:	Nate Mara, City Manager	Revised Date:	February 4, 2026
Approved By:	Nate Mara, City Manager	Effective Date:	February 23, 2026

05.22 Generative Artificial Intelligence (GenAI) Usage Policy

- A) **Purpose.** To establish clear guidelines for the responsible, ethical, and secure use of Generative Artificial Intelligence (GenAI) tools by all City of Decatur employees.
- B) **Scope.** This policy applies to all City of Decatur employees, contractors, volunteers, and temporary staff, regardless of the device, network, or platform used to access GenAI tools.
- C) **Policy.**
 - 1) **Employee Accountability.** Employees are fully responsible for the accuracy, appropriateness, and completeness of their work, including any content produced with the assistance of GenAI tools. All AI-generated outputs must be reviewed, verified, and corrected as needed before use in City operations. Failure to do so may result in disciplinary action.
 - 2) **Data Privacy and Security.** Employees must not enter sensitive, confidential, or restricted information—including but not limited to Personally Identifiable Information (PII), protected City data, internal deliberations, or security-related information—into GenAI tools. Information classified as confidential or sensitive under City policy, state law, or federal law must never be shared with external AI systems.
 - 3) **Training and Policy Awareness.** Employees are expected to remain informed about updates to this policy and emerging risks associated with AI technologies. Departments may require additional training based on operational needs or evolving legal requirements.
- D) **Bias, Accuracy, and Misinformation.** Any GenAI output that contains bias, inaccuracies, or misinformation must be corrected and should not be used in City operations. Furthermore, employees should exercise heightened caution when AI-generated content relates to public communication, legal interpretation, financial matters, or personnel issues.

E) Human Oversight. GenAI tools may support decision-making but may not replace human judgment. Critical decisions—including those involving public safety, personnel, legal interpretation, financial commitments, or policy implementation—must not rely solely on AI-generated content.

F) Prohibited Uses.

- 1) Employees may not use GenAI tools to circumvent established City processes, policies, approval pathways, or legal requirements.
- 2) GenAI tools may not be used to generate content that misrepresents City positions, creates unauthorized public communications, or produces deceptive or harmful material.
- 3) Employees may not use GenAI to produce any item that is false or misleading.


G) Compliance and Enforcement.

- 1) Non-compliance with this policy may result in disciplinary action consistent with City of Decatur personnel policies, up to and including termination of employment.
- 2) Violations involving data privacy or security may also trigger reporting obligations under state or federal law.

H) Amendments and Review. This policy will be reviewed periodically by the City Manager’s Office, Information Technology, Human Resources, and the City Attorney to ensure alignment with evolving technology, legal standards, and organizational needs. Amendments may be issued at any time.

I) Summary.

- 1) This policy reinforces employee responsibility, safeguards sensitive information, and ensures that human oversight remains central to all City operations involving GenAI.
- 2) Employees must verify AI-generated content, avoid sharing confidential information, and uphold City processes and ethical standards when using GenAI tools.

	CITY OF DECATUR PERSONNEL POLICY		
Chapter 05	Conduct		
Section 23	Animals in the Workplace		
Revised By:	Nate Mara, City Manager	Revised Date:	2/9/2026
Approved By:	Nate Mara, City Manager	Effective Date:	2/23/2026

05.23 Animals in the Workplace

A. **Purpose.** The City of Decatur is committed to providing a safe, healthy, and productive work environment for all employees. To support this objective, the City establishes the following policy governing the presence of animals in City facilities and workspaces.

B. **Definitions.**

- 1) Household Pet – A *household pet* is any domesticated animal kept for companionship or personal enjoyment, including but not limited to dogs, cats, birds, reptiles, rodents, or other animals typically maintained in a private residence. Household pets are not trained to perform specific tasks related to a disability and are not permitted in City facilities or workspaces.

- 2) Contract Animal – A *contract animal* is any animal brought onto City property by a third-party vendor, contractor, or performer for the purpose of providing entertainment, education, demonstrations, or public engagement at a City-approved event or program. These animals are not owned, handled, or supervised by City employees and are permitted only when authorized in advance by the City and when the vendor complies with all applicable laws, safety requirements, and contractual obligations.

- 3) Service Animal – A *service animal* is defined in accordance with 28 CFR 36.104 as a dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including physical, sensory, psychiatric, intellectual, or other mental disabilities. Service animals are working animals—not pets—and are permitted in City facilities so long as they remain under control and do not disrupt City operations.

- 4) Emotional Support Animal – An *emotional support animal* is an animal that provides comfort, companionship, or emotional well-being to an individual but is not trained to perform specific tasks related to a disability. Emotional support animals are not considered service animals under federal law and are not permitted in City facilities or workspaces.

- C. **General Policy.** Employees are not permitted to bring household pets into the workplace. This policy does not apply to Police or Fire Department animals that are part of an authorized law enforcement or first responder K9 program. The care, handling, deployment, and presence of Public Safety Department K9s shall be governed by departmental procedures and applicable law enforcement and emergency response standards.
- D. **Risk Avoidance.** Animals may pose risks, including, but not limited to:
- 1) Allergic reactions or health concerns for other employees;
 - 2) Fear, distraction, or discomfort among staff or visitors;
 - 3) Damage to City property or fouling of office spaces; or
 - 4) The City's obligation to maintain a safe and effective workplace, which takes precedence over any personal preference to bring an animal to work.
- E. **Regarding Outside Contract Animals.** Outside contract animals may be permitted on City property for City approved events or programs, provided that:
- 1) The animal does not pose a danger to employees, participants, or the public;
 - 2) The animal's presence does not interfere with City operations or create an undue burden on staff or facilities; and
 - 3) The vendor, contractor, or performer provides any documentation, certifications, or assurances required by the City, consistent with applicable laws, safety standards, and contractual obligations.
- F. **Regarding Service Animals.** In accordance with 28 CFR 36.104, employees who require the assistance of a service animal may be permitted to bring the service animal into the workplace, provided that:
- 1) The animal does not pose a danger to others;
 - 2) The animal's presence does not create an undue hardship for City operations; and
 - 3) The employee complies with any request by the City for reasonable documentation or clarification consistent with applicable law.
- G. **Conditions for Exclusion.** Employees with concerns for grievances regarding an animal in the workplace shall report the concern or grievance to the animal owner's supervisor. Service animals may be excluded from the workplace if the service animal:
- 1) Causes allergic reactions, fear, or physical/psychological discomfort to others;
 - 2) Distracts employees or interferes with work performance; or
 - 3) Reduces productivity or disrupts City operations.

H. **Prohibited Animals.** The following animals are strictly prohibited from City facilities, even when identified as contract or service animals under federal law:

- 1) Sick animals;
- 2) Animals with fleas or communicable diseases;
- 3) Animals lacking required vaccinations or carrying internal or external parasites;
- 4) Dogs that bark excessively or display aggressive behavior;
- 5) Animals that foul the inside or outside of City buildings; or
- 6) Animals that are in heat and have not been spayed or neutered.

I. **Owner Responsibilities.** Employees, individuals, or organizations who are permitted to bring a contract or service animals into the workplace when identified as service animals under federal law shall:

- 1) Maintain full control of the animal at all times;
- 2) Ensure the animal remains:
 - i. In the employee's physical presence, or
 - ii. In the employee's office or immediate work area;
- 3) Keep all dogs leashed at all times; and
- 4) Clean up after the animal immediately and completely.

J. **Liability.**

- 1) Employees are solely responsible for any injuries or property damage caused by their animal.
- 2) Any repair, cleaning, or maintenance costs resulting from an animal will be charged in full to the owner.
- 3) The City may, at its discretion, require the employee to maintain a liability insurance policy covering any damage or injury caused by the animal while on City premises. Minimum coverage amounts may be established by the City.
- 4) The City of Decatur is not liable for loss of, or injury to, any animal brought into the workplace under any circumstances. All employees in possession of an animal on City property assume all risks associated with the animal and acknowledge that the City is not responsible for compensation in regard to the animal in any regard.

K. **Administration.** This policy shall be administered by the City Manager or their designee. Violations may result in disciplinary action consistent with City personnel policies.



PRELIMINARY PLAT STAFF REPORT

TO: Honorable Mayor and City Council Members
FROM: Lisa Hannon, Planning Director
PUBLIC HEARING DATE: February 23, 2026
RE: PP-25-0008 – 700 S Deer Park Road – Nouvelle Terrace Lofts Addition

Applicant Request:

PP-25-0008 – Consider and take action to approve a request to preliminary plat Block A, Lots 1-22, 1X, 2X; Block B, Lots 1-8, 1X; Block C, Lots 1-20, 1X; Block D, Lots 1-11, 1X; Block E, Lots 1-4, 1X; being 8.496 acres, part of David Moses Survey, Abst. No. 537, City of Decatur, Wise County, Texas, also known as 700 S Deer Park Road. (**Nouvelle Terrace Lofts Addition**)

Summary of Applicant's Request:

Zheeno Rostam, property owner, has filed an application for a Preliminary Plat for the property located at 700 S Deer Park Road, Decatur, Texas.

Findings:

- Finding #1.** The property can be legally platted according to the Texas Local Government Code (TLGC), Section 212.
- Finding #2.** An amendment to the approved Planned Development, Ordinance No. 2023-06-16, is running concurrently with the preliminary plat application process.
- Finding #3.** The plat meets the minimum requirements of the City of Decatur's Zoning Ordinance, Subdivision Regulations, and the Design Standards.
- Finding #4.** The approval process for the preliminary plat is *ministerial*, meaning the decision to approve, approve with conditions, or deny the request cannot be arbitrary.

Conclusion(s):

- Conclusion #1.** An amendment to the approved planned development is required to address the dwelling units and lot sizes.
- Conclusion #2.** The PD amendment is running concurrently with the platting applications.
- Conclusion #3.** The application is in order, and statutory requirements have been met.

Conditions(s):

- Condition #1.** PD Amendment to be approved by the City Council.

Staff Recommendations - based on the aforementioned findings & conclusions:

Development Services staff recommends approval of PP-25-0007, subject to the above-referenced condition. Planning and Zoning recommended approval 6-0 with the staff's condition.

Attachments:

1. Location/Aerial Map
2. Preliminary Plat Exhibit

Exhibit "1" Location/Aerial Map

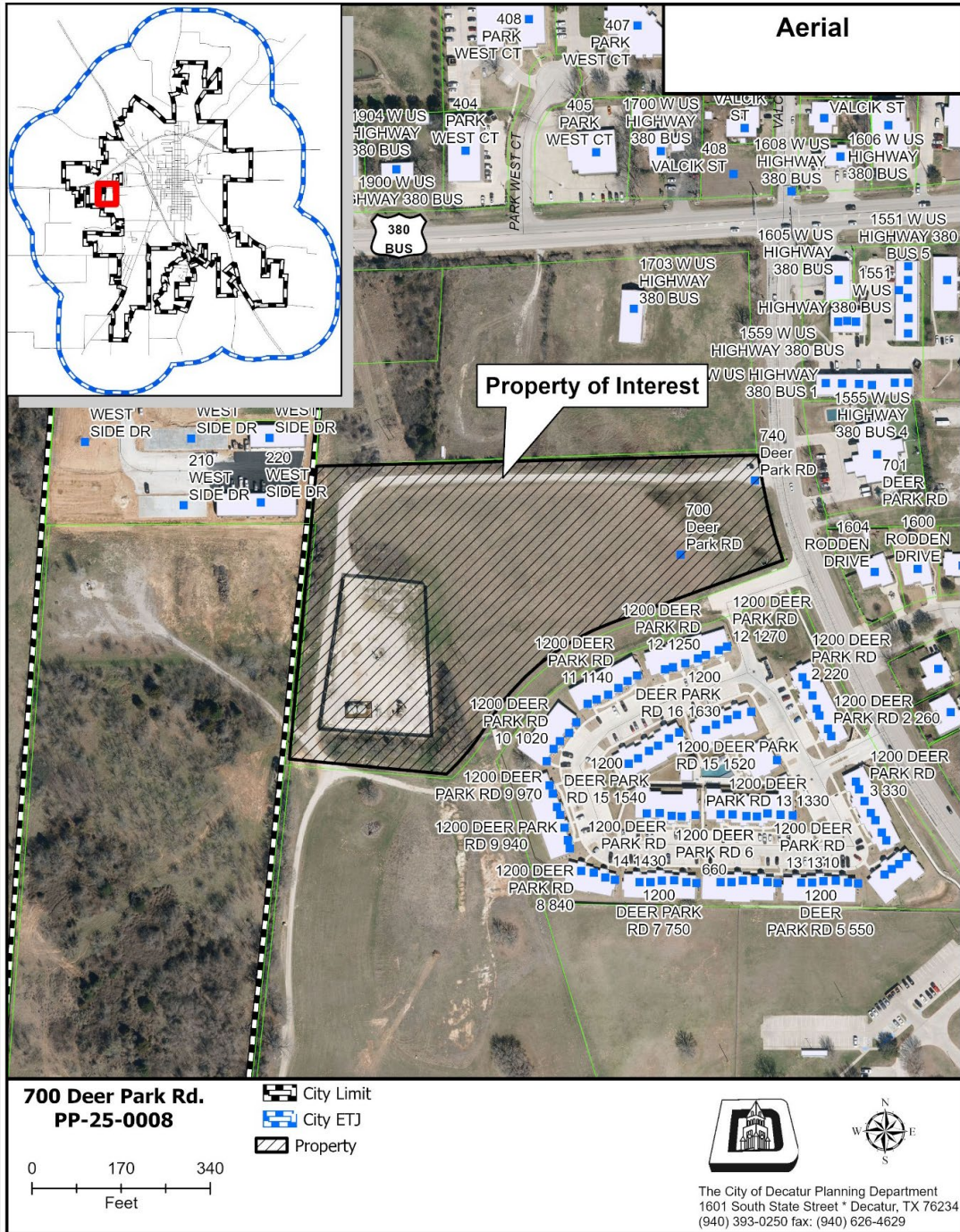


Exhibit "2" Preliminary Plat Exhibit





FINAL PLAT STAFF REPORT

TO: Honorable Mayor and City Council Members
FROM: Lisa Hannon, Planning Director
PUBLIC HEARING DATE: February 23, 2026
RE: FP-25-0010 – 1307 Deer Park – **(Vista Park)**

Applicant Request:

FP-25-0010 – Consider and take action to approve a Final Plat application for Lots 1X and 2-24, Block B, Lots 1-10, Block C, Lots 1-28 and 29X, Block D, Lots 2-13, 14X and 15-26, Block E, Lots 1-4, 5X and 6-23, Block F, Vista Park, Phase I-B, being 26.666 acres situated in the John C. Bullock Survey, Abstract Number 79, City of Decatur, Wise County, Texas.
(Vista Park Ph 1B)

Summary of Applicant's Request:

Troy Lewis of BridgeRock Developments has submitted the final plat application for the property located at 1307 Deer Park Road, Decatur, Texas.

Findings:

- Finding #1.** The property can be legally platted according to the Texas Local Government Code (TLGC), Section 212.
- Finding #2.** The plat meets the minimum requirements of the City of Decatur's Zoning Ordinance, Subdivision Regulations, and the Design Standards.
- Finding #3.** The approval process for the preliminary plat is *ministerial*, meaning the decision to approve, approve with conditions, or deny the request cannot be arbitrary.

Conclusion(s):

- Conclusion #1.** The application is in order, and statutory requirements have been met.
- Conclusion #2.** The final plat cannot be fully approved until the civil plan comments are addressed.

Conditions of Approval:

- Condition #1.** Final plat approval is contingent upon the civil plan comments being addressed.

Staff Recommendations - based on the aforementioned findings & conclusions:

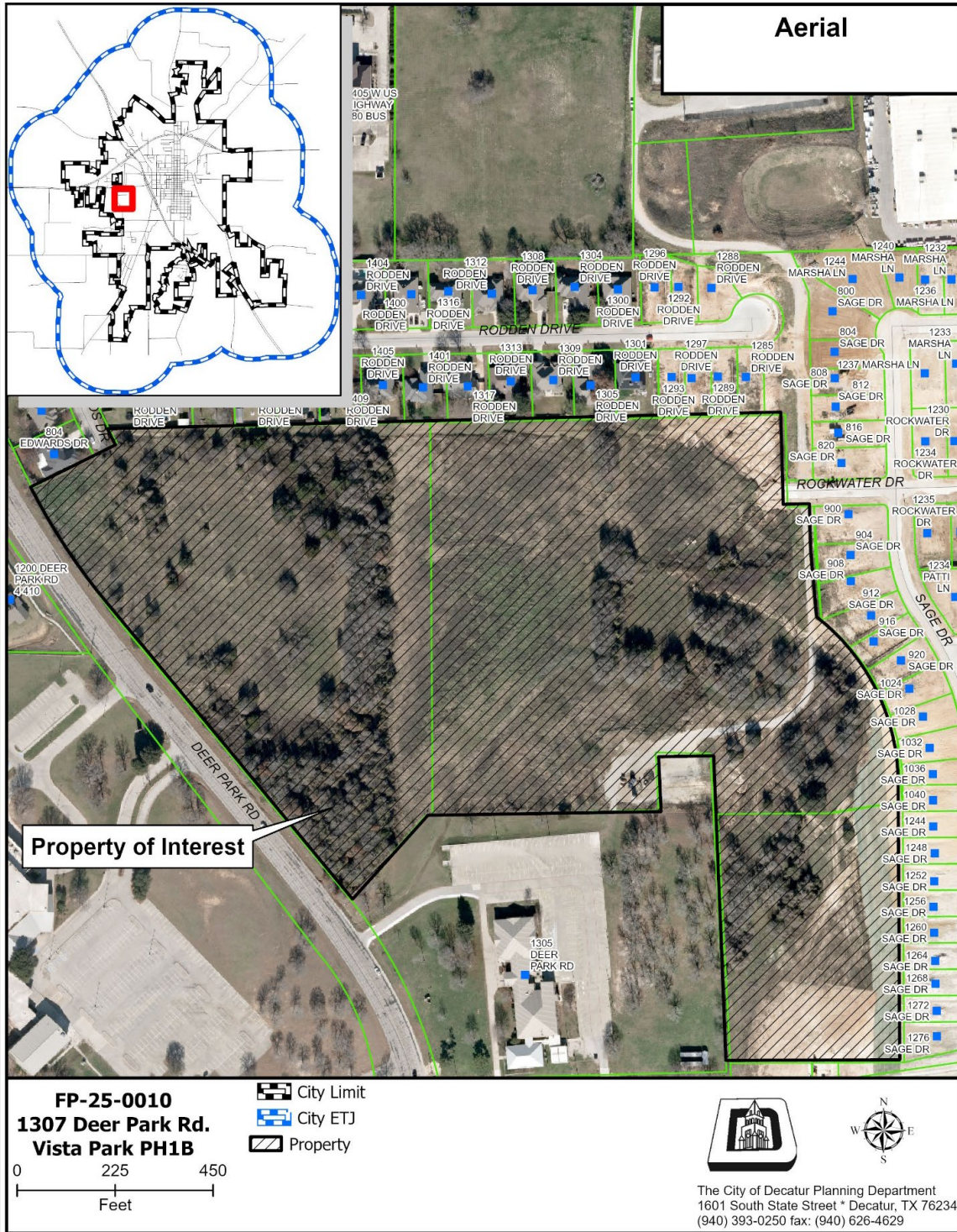
Development Services staff recommends conditional approval of FP-25-0010, with the above-referenced condition.

Planning and Zoning Commission recommended approval of FP-25-0010, 6-0.

Attachments:

1. Location/Aerial Map
2. Final Plat Exhibit

Exhibit "1" Location/Aerial Map





DEVELOPMENT SERVICES DEPARTMENT
 1601 S. STATE STREET
 BUILDING C
 DECATUR, TX 76234
 (940) 393-0250
planning@decaturtx.org

EVENT PERMIT APPLICATION

IMPORTANT: Applications for event permits must be submitted for processing at **least sixty (60) days prior** to the event. The following information is required for all event permits issued by the City of Decatur. Please be aware that approval does not exempt the applicant from any County, State, or Federal criteria that may apply to such event or activity. Non-refundable application fee shall be paid at the time of application, or the application will be returned. Rental fees and contract personnel fees will be paid upon approval of the event request. All questions must be answered. Incomplete applications will be rejected. Signature must be notarized, or the application will be rejected. For further information, contact the Development Services Department.

EVENTS REQUESTING TO CLOSE STREETS OR SIDEWALKS REQUIRE SPECIAL COUNCIL APPROVAL UNLESS OTHERWISE AUTHORIZED.

DATE RECEIVED:		PERMIT NO:			
Application Fee: \$50.00 (DUE AT TIME OF APPLICATION)		DRC DATE:			
Name of Event	The county seat sip n shop				
Applicant or Organization	The County Seat				
Event Date(s)	3/7/26				
Type: If the event is a joint venture between a not-for-profit organization and a for-profit company, the rental rates will be charged at the for-profit rate. Attach a copy of the non-profit status with IRS certification or a copy of the State of Texas tax exemption certificate. <input checked="" type="checkbox"/> For profit <input type="checkbox"/> Not-for-profit (type _____, provide IRS certification) <input type="checkbox"/> Joint Event					
Name of Responsible Party	Brendan Mitchell		Title	owner	
Address	107 s trinity st	City	Decatur	State	Tx
Phone #'s	9407368641	Email address		thecountyseatdecatur@gmail.com	
Description of Event	The sip n shop is a vendor market held in the parking lot behind 107 S trinity st in a privately owned parking lot. There will be various vendors selling good, we will also have a food truck selling food. There will be alcoholic beverages sold onsite.				

Event Location:

Indicate all areas intended to be used. Site plan is required at the time of application submittal, including location(s) of any signage, and/or parade/race route, as applicable. Site plan shall indicate the areas to be used for parking, location of portable toilets, and trash containers/dumpsters, as well as the layout of the event. In addition, an accessible route site plan is required.

Event Location Address			Property Owner			Letter of Authorization Provided	
107 S trinity St Decatur, TX			Barrister Holdings LLC			YES NO no letter needed.	
Set up Time			Event Time			Clean Up Time	
From	To	Date	From	To	Date	From	To
3:00PM	10:00pm	3/7/26					
Has this event been held in the past?				No Yes - When <u>monthly</u> since april 2024 Number of attendees <u>75</u>			
Anticipated crowd size for this event?				<u>75</u> . Peak Hours <u>6:00-9:00pm</u>			
Will there be a charge for parking?				No Yes - Amount charged? _____.			
Will off-site parking be available?				No <input checked="" type="checkbox"/> Yes _____			
Will any type of "shuttle" service from the parking to the entrance be provided?				No <input checked="" type="checkbox"/> Yes - By whom? _____.			
Will there be amplified music or entertainment?				No <input checked="" type="checkbox"/> Yes _____			
Will any street(s) or sidewalk(s) be closed?				No <input checked="" type="checkbox"/> Yes _____			
Has the traffic control plan been submitted, if applicable?				No <input checked="" type="checkbox"/> Yes _____			
Has a public safety plan been submitted, if applicable?				No <input checked="" type="checkbox"/> Yes _____			
Are off-premises directional signs or other types of advertising devices being requested?				No <input checked="" type="checkbox"/> Yes _____			
Will tents or canopies be used?				No <input checked="" type="checkbox"/> Yes - How many? <u>30</u> . What size(s)? <u>10x10</u> .			
Will alcoholic beverages be sold or consumed on the premises?				No <input checked="" type="checkbox"/> Yes - <input checked="" type="checkbox"/> Alcoholic Beverage Permit Holder <u>TCS Operations</u>			
Are fireworks planned?				No <input checked="" type="checkbox"/> Yes _____			
Does the applicant own the property where the event is to be held?				No - provide a letter of authorization from the property owner. Yes <input checked="" type="checkbox"/>			
Attached copies of the letter(s) that were supplied to all adjacent property owners.				Yes No <input checked="" type="checkbox"/>			

Will private security be provided to protect exhibits, equipment, or facilities brought on-site for this event?	No <input checked="" type="checkbox"/> Yes – Name of Security Company _____.
Will food be sold, sampled, cooked, and/or catered on-site for this event?	No Yes – Do you have the Health Dept. Permit? yes No Yes <input checked="" type="checkbox"/>
Will temporary sanitary facilities be provided?*	No Yes <input checked="" type="checkbox"/>
*Portable sanitary facilities and hand-washing stations are REQUIRED for ANY event serving/selling food and/or beverages.	
Will disposable cardboard trash receptacles be provided?	No Yes <input checked="" type="checkbox"/>
Will additional refuse containers/dumpsters be provided? (If serving food, a dumpster is required)	No Yes – By Whom? _____ we have dumpster on site
Are live animals proposed to be part of this event?	No <input checked="" type="checkbox"/> Yes – Type? _____ . How Many? _____.
Are vehicles proposed to be part of this event?	No <input checked="" type="checkbox"/> Yes – Type? _____ , How Many? _____.
Will City of Decatur Personnel be requested?	Police – No <input checked="" type="checkbox"/> Yes Fire – No <input checked="" type="checkbox"/> Yes Public Works – No <input checked="" type="checkbox"/> Yes
Events on City Property. Please provide the City of Decatur with a Certificate of Insurance for Property and Liability coverage of the event, naming the City as additional insured. Combined Single Limit for Bodily Injury liability having minimum limits of \$1,000,000.00 per occurrence, and Property Damage liability of \$500,000.00. Insurance certificates must be provided prior to permit approval.	Do you have the appropriate insurance? No Yes <input checked="" type="checkbox"/> Is the City named as additional insured? No <input checked="" type="checkbox"/> Yes
Does this event require the use of City water?	No <input checked="" type="checkbox"/> Yes
Does this event require the use of electricity?	No Yes <input checked="" type="checkbox"/>
Telephone service shall be available on-site at the event for emergency purposes. List the name of the contact person responsible on the day of the event.	Name: Brendan Title: Mitchell Phone: Manager

During a review by various City Departments, additional conditions may be imposed. The permit is valid only for the time indicated on the ISSUED permit. In the event that the applicant fails to fulfill the requirement(s) (as outlined in the permit) or fails to obtain proper authorization to proceed, if conditions have changed, including but not limited to acts of God, pandemics, natural disasters, etc., or the expected outcomes, impacts, or conditions are substantially altered, then the permit will be voided immediately by authorized City Personnel.

I, the undersigned, will indemnify, defend, and hold harmless the City of Decatur, its agents, employees, officers, and all other associates, from and against all actions, in law or equity, from liability or claims for damages, demands, or judgements to any person or property which may result now or in the future from the conduct of this event.

The undersigned has read and voluntarily signed the release and waiver of liability and Indemnity Agreement, and further agrees that no oral representations, statements, or inducements apart from the foregoing written agreement have been made.

NOTORIAL CERTIFICATE – ACKNOWLEDGEMENT

_____.
Signature Organization

_____.
Type or Printed Name & Title Date

State of Texas
County of _____.

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this day of _____, 20____, by

who is personally known to me or who has produced _____, as identification.

_____.
(Signature of Notary)

(Notary Seal)



CITY OF DECATUR

DEVELOPMENT SERVICES
DEPARTMENT
1601 S. STATE STREET
BUILDING C
DECATUR, TX 76234
(940) 393-0250
Planning@DecaturTx.org

REQUEST FOR TEMPORARY CLOSING OF CITY STREETS

Request for Temporary Closing Form MUST be submitted to the the Development Services Department a minimum of sixty (60) days prior to the event	DATE RECEIVED:
--	-----------------------

Name of Event							
Applicant or Organization							
Address		City		State		Zip	
Phone #'s		Email address					
Description of Event							
Date of Event				Time of Event			
To		From		Begin		End	
Has this event been held in the Past?			<input type="checkbox"/> No <input type="checkbox"/> Yes – When _____				
Proposed Road(s) to Close (Specific Locations – Include Map)							
Proposed Detour Route (Include alternative road and map)							
Additional Notes & Comments Include ADA accessible route							
Signature		Type or Printed Name & Title			Date		

Office Use Only		
Decatur Police		
<input type="checkbox"/> Approved <input type="checkbox"/> Disapproved		Comment:
Signature	Type or Printed Name & Title	Date
Decatur Fire		
<input type="checkbox"/> Approved <input type="checkbox"/> Disapproved		Comment:
Signature	Type or Printed Name & Title	Date
Decatur Public Works / Engineering		
<input type="checkbox"/> Approved <input type="checkbox"/> Disapproved		Comment:
Signature	Type or Printed Name & Title	Date

The bearings are from the Texas Coordinate System, North Central Zone, NAD 83 Datum. The combined scale factor is 0.9997723. The distances are ground measurements.

COURTHOUSE SQUARE

3
BLOCK 5

PARCEL 2
2 2137 SqFt
0.049 Acres

PARCEL 1
3800 SQ. FT.
0.083 Acres



BLOCK 6

EAST MAIN STREET
S 89°37'10" E

SOUTH TRINITY STREET

MARKET STREET

BLOCK 1

BLOCK 4

PARCEL 3
0.124 Acres

PARCEL 5
0.134 Acres

PARCEL 4

0.05 Acres

Five parcels of land out of Block 3 and Block 5, ORIGINAL TOWN OF DECATUR, WISE COUNTY, TEXAS, according to the plat recorded in Volume G, Page 455, Deed Records, Wise County, Texas, being part of the same parcels of land as deeded to Kress Ft Worth, LLC. recorded in Instrument No. 201507392, Official Records, Wise County, Texas.

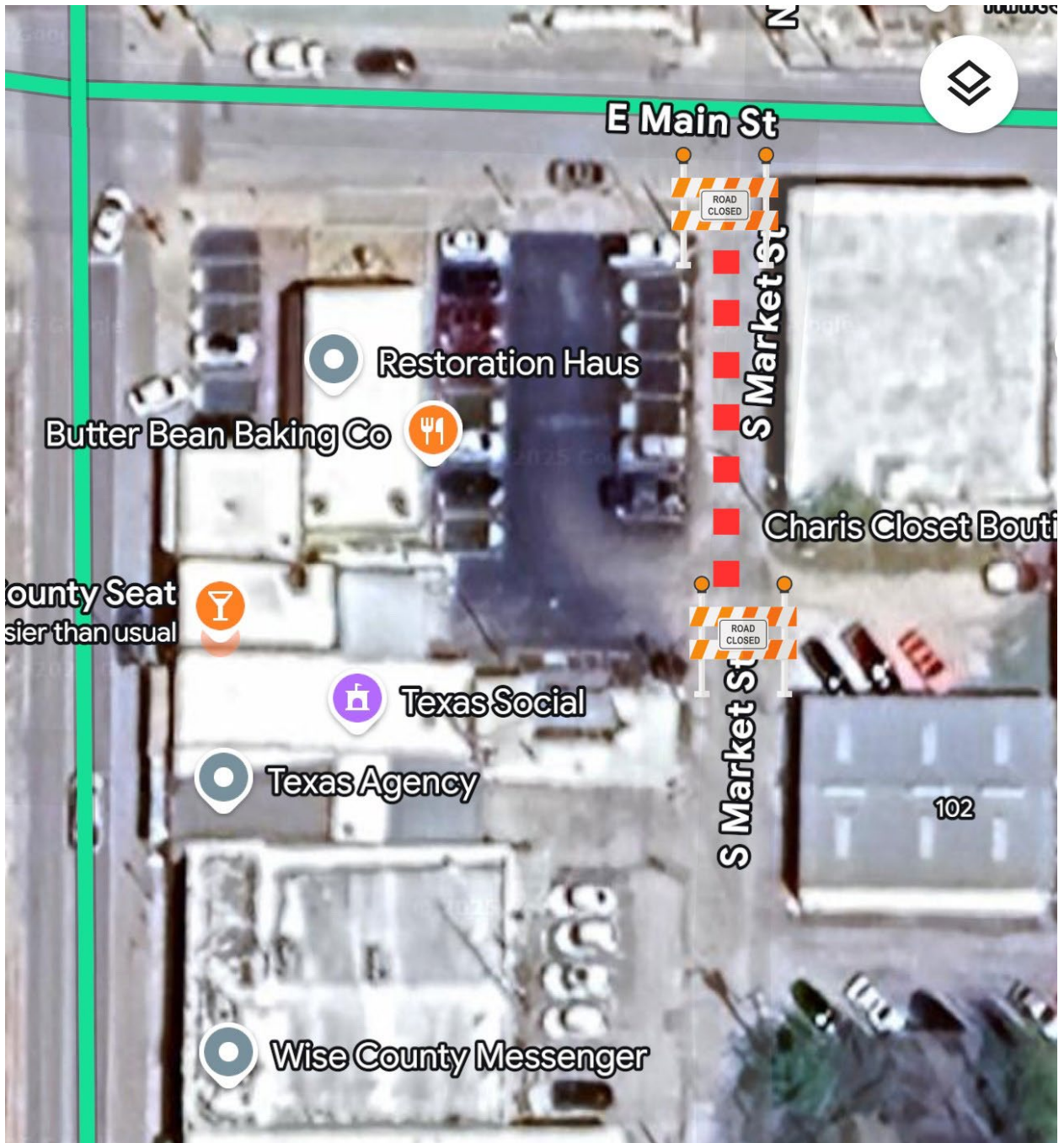
This plat was prepared from a true and accurate survey as surveyed on the ground by me on this date.
Tommy T. Edwards
Registered professional Land Surveyor No. 15899

Tommy T. Edwards

EDWARDS SURVEYING, L.L.C.
PROFESSIONAL LAND SURVEYING & MAPPING
1815-20 10TH ST. SUITE 400
DECATUR, TEXAS 76234
PH: 817-321-1111
WWW.EDSURV.COM



2020-122
November 19, 2020
Revised December 17, 2020



County Seat
sier than usual

E Main St

Restoration Haus

Butter Bean Baking Co

S Market St

Charis Closet Bouti

Texas Social

Texas Agency

S Market St

102

Wise County Messenger



STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Lisa Hannon, Planning Director

THRU: DRC Members

CITY COUNCIL DATE: February 23, 2026

RE: EV-26-0001 – Sip 'N Shop – March 7, 2026

Applicant Request:

EV-26-0001 – Consider and take appropriate action to approve a request to close Market Street between Main Street and the property line behind the County Seat from 3:00 p.m. to 10:00 p.m. for the Sip 'N Shop event to be held on March 7, 2026, from 6:00 to 9:00 p.m.

Summary of Applicant's Request:

The Sip 'N Shop is a vendor market held in the parking lot behind 107 S Trinity Street in a privately owned parking lot, in addition to Market Street. There will be various vendors selling goods, along with a food truck selling food. Alcoholic beverages will be sold onsite.

Findings:

- Finding #1.** This is the first of a total of eight (8) Sip 'N Shop events for 2026.
- Finding #2.** The event has been held each year since April 2024.
- Finding #3.** No objection from Police, Fire, or Public Works.
- Finding #4.** A Certificate of Insurance, naming the City of Decatur as additional insured, as well as certificate holder, is required to be submitted a minimum of two weeks prior to the date of the event.
- Finding #5.** Traffic-rated barricades are required for the street closure.
- Finding #6.** All food vendors/trucks are required to obtain a permit through the Health Inspector.

Condition(s):

- Condition #1.** A Certificate of Insurance, naming the City of Decatur as additional insured as well as certificate holder, is required a minimum of two weeks prior to the date of the event.

Staff Recommendations - based on the aforementioned findings & conclusions:

Attachments:

1. Site plan

Exhibit "1"
Site Plan

