

Exhibit 1

PARKLAND MAINTENANCE AGREEMENT **(Mueller Perimeter Parks)**

This Parkland Maintenance Agreement (Mueller Perimeter Parks) (the “**Agreement**”) is made and entered into as of the date last signed by the parties (the “**Effective Date**”) by and between the **CITY OF AUSTIN, TEXAS**, a Texas home-rule municipal corporation located in Travis, Hays, and Williamson Counties, Texas, (the “**City**”), by and through its Parks and Recreation Department, and the Mueller Master Community Inc., a Texas non-profit corporation commonly known as the Mueller Property Owner’s Association (“**Mueller POA**”).

RECITALS

WHEREAS, the Mueller POA, which was created in connection with the Mueller Master Community Covenant recorded under Document No. 2004238007 of the Official Public Records of Travis County, Texas, as it has been amended and as it may further be amended in accordance with its terms, is maintaining the real property described in **Exhibit A** and located in the City of Austin (the “**Parkland**”).

WHEREAS, per the Master Development Agreement dated December 2, 2004 (as amended from time to time, the “**MDA**”) between the City and Catellus Austin, LLC (“**Master Developer**”), the Perimeter Parks (as defined in the MDA) are to be dedicated to the City as parkland upon the satisfaction of certain conditions contained in the MDA. The Parkland described on **Exhibit A** as of the Effective Date are the Perimeter Parks that have satisfied those conditions.

WHEREAS certain park improvements have been constructed (the “**Parkland Improvements**”, as defined below) in the Parkland and which Parkland Improvements have been approved by the Parks and Recreation Department (“**PARD**”) as of the Effective Date hereof.

WHEREAS, per the MDA, following completion of the Parkland Improvements, (i) initially, the Mueller POA shall maintain the Parkland subject to an easement making the Parkland and Parkland Improvements publicly accessible as a benefit to the City and (ii) thereafter, the Parkland shall be dedicated to the City as more particularly set forth in the MDA (“**Public Dedication**”).

WHEREAS, the City set ambitious social, green building, and sustainability goals as part of the Mueller Plan for all development, including the Perimeter Parks.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants expressed herein, the Parties agree as follows:

I. DEFINITIONS

As used in this Agreement and in any exhibit incorporated in it, the following terms have the meanings assigned to each:

"Capital Repair/Replacement" means any repair or replacement of any portion of the Parkland Improvements that costs in excess of \$25,000; provided, however, that Capital Repair/Replacement does not include the maintenance of the Parkland Improvements addressed in Section IV below.

"Contractors" means, collectively, the Mueller POA's contractor(s) or subcontractor(s) and their respective employees, agents, materialmen, and suppliers employed to construct and/or maintain the Parkland Improvements and/or the Parkland.

"Director" means the Director of the City's Parks and Recreation Department, or its successor department.

"Insurance Requirements" means the insurance coverages required to be maintained by the Mueller POA as described in **Exhibit B**, which is incorporated into and made a part of this Agreement for all purposes.

"Maintenance Requirements" means the requirements set forth in **Exhibit D** to this Agreement, which is incorporated into and made a part of this Agreement for all purposes.

"Mueller POA Community Manager" means the POA Community Manager or other individual designated by the Mueller POA in accordance with Article III of this Agreement.

"Mueller Plan" means the plans for parkland at Mueller as depicted in the Mueller Illustrative Plan and Mueller Design Book, as amended from time to time.

"Park Rules" means the applicable requirements and conditions of Chapter 8-1 of the Austin City Code, as it may be amended from time to time, relating to the administration of public parks, and the guidelines and rules established by PARD for the use and enjoyment of public parks, as they may be amended from time to time, and any successor to such Code, guidelines, or rules.

"Party" means either the City or the Mueller POA and its respective successors and assigns; collectively, the City and the Mueller POA are the **"Parties."**

II. TERM

The term of this Agreement begins on the Effective Date and, unless terminated in accordance with other provisions of this Agreement, continues for an initial period of twenty (20) years. Thereafter, this Agreement will automatically renew for successive five (5) year periods every five (5) years unless terminated in accordance with other provisions of this Agreement; provided, however, that either party may choose not to renew and may terminate this Agreement by providing written notice to the other party at least twelve (12) months prior to the expiration of the then-current term. The initial term of twenty (20) years and any renewals are, collectively, the **"Term."**

III. DESIGNATION OF REPRESENTATIVES

The City designates the Director as its authorized representative to act on the City's behalf with respect to this Agreement.

The Mueller POA designates the Mueller POA Community Manager as its authorized representative with respect to this Agreement. If the Mueller POA replaces its authorized representative, the Mueller POA shall promptly send written notice to the City with the replacement's contact information.

IV. MUELLER POA MAINTENANCE RESPONSIBILITIES

A. The Mueller POA shall cause the Parkland Improvements and the Parkland to be maintained in accordance with the Maintenance Requirements. The Mueller POA shall at all times keep and maintain, or cause to be kept and maintained, the Parkland Improvements and the Parkland in a good state of appearance and repair, ordinary use, wear, and tear excepted.

B. Within the Parkland, the Mueller POA shall: (i) mow all turf areas no less than 32 times each year; (ii) mow all prairie/wildflower/native areas one time each year; (iii) conduct annual tree inspections and provide tree care, unless changes to the schedule are agreed upon by both parties in writing due to weather conditions such as drought.

C. Unless approved in writing by the City: (i) the Mueller POA shall comply with the applicable Park Rules, and (ii) the Mueller POA shall not remove any Parkland Improvements from the Parkland unless the removed Parkland Improvements constitute an immediate threat to health or safety.

D. The Mueller POA is committed to an integrated pest management ("IPM") approach that utilizes the most environmentally sound approaches to pest management and reduces and eliminates, where possible, the volume and toxicity of chemical pest control treatments. The Mueller POA will coordinate with PARD and the Watershed Protection Department to update its IPM plan in alignment with existing best practices and City policy and shall obtain City approval of the plan.

E. Prior to September 1 each year during the Term of this Agreement, the Mueller POA will provide to the City an annual report along with its request for the City's annual payment. The annual report shall include: (i) a summary of the landscape maintenance, including tree care, that the Mueller POA completed during the prior year, (ii) a completed copy of the monthly tracking spreadsheet attached as **Exhibit D** to this Agreement for each month during the prior year, and (iii) copies of the invoices paid by the Mueller POA for landscaping charges to third-party providers.

F. If the Mueller POA and the City agree in writing that emergency repairs need to be undertaken immediately, the Mueller POA shall undertake the necessary repair and promptly submit the invoice(s) to the Director and the City shall be responsible to reimburse the Mueller

POA within five (5) business days of the date the City Council approves the reimbursement amount.

G. The Mueller POA will not change the use of or programming of the Parkland in a way that substantially deviates from the Mueller Plan without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned, or delayed.

H. The Mueller POA will require any volunteer who performs work in the Parkland to sign the Volunteer Release Form attached as **Exhibit E**.

I. The Mueller POA acknowledges and agrees that any payments by the City in addition to the Annual Payment are subject to the budgeting procedures and approval of City Council.

V. RESPONSIBILITIES OF THE CITY

A. The City shall have the right, acting reasonably, to (i) observe and inspect maintenance of the Parkland Improvements in order to ensure compliance with applicable laws and the terms of this Agreement, and (ii) inspect the Parkland in order to ensure the Mueller POA is abiding by the Maintenance Requirements, provided that, in each case, the City agrees not to interfere with the maintenance activities of the Mueller POA and/or its Contractors with respect to the Parkland and/or the Parkland Improvements.

B. The City, through PARD, and subject to annual appropriation, agrees to provide an annual payment in an amount to be agreed upon by the Parties to offset the anticipated maintenance costs for the Mueller POA to maintain the Parkland and the Parkland Improvements to the same or better level as if the City were to retain maintenance responsibility for the Parkland and Parkland Improvements in a manner consistent with other City maintained parkland and parkland improvements (the “**Annual Payment**”). Except for emergency repairs as described in Section IV(F) above, the Annual Payment, if any, shall be the City’s sole required contribution to the maintenance of the Parkland and the Park Improvements.

C. No more frequently than once every three calendar years, the Mueller POA may request an increase in the Annual Payment amount to account for inflation or cost increase. Requests for increased funding by the Mueller POA must be presented no later than January 31st and backup supporting the increase no later than March 31st for the following year’s City budget cycle. PARD staff will review the requested increase and, when appropriate, present the increased amount to City Council for consideration as part of its annual budget review and approval process. All Annual Payments and potential increases are subject to annual appropriation and approval by City Council.

D. For the 2023-2024 fiscal year, the City will pay \$144,504 to the Mueller POA as its Annual Payment. This amount includes contributions to the maintenance costs of the Northwest and Southwest Perimeter Parks but does not include a contribution to the maintenance costs of the Southeast Perimeter Park. The Mueller POA will request a total of \$257,140 as the City’s Annual

Payment to maintain all three Perimeter Parks, including the skate park and pump track located in the Southeast Perimeter Park, in the 2024-2025 fiscal year budget cycle.

E. Subject to the requirements of this paragraph, the City will be responsible for the cost of all Capital Repair/Replacements and for their construction and installation, provided that the Mueller POA may, but is not obligated to, make a financial contribution to the cost of a given Capital Repair/Replacement. The Mueller POA will provide the City with written notice of the need for a Capital Repair/Replacement and the Parties will work together to identify the funding for and timing of such Capital Repair/Replacement.

F. All requests for payment by the POA, including requests for an increase in the Annual Payment, shall be submitted to PARD's accounts payable office at PARDaccounts payable@austintexas.gov.

VI. FUTURE PARKLAND IMPROVEMENTS

A. PARD staff will assist in the feasibility review of any proposed future Parkland Improvements through the Community Activated Park Project Program, the City's established review program for projects on parkland. Feasibility review for projects on any portion of the Parkland must include the Mueller POA's input. Both parties must support a project prior to approval. The City will construct and maintain all future Parkland Improvements and will be responsible for all costs and expenses of such construction and installation, provided that the Mueller POA may, but is not obligated to, make a financial contribution to the construction and/or installation of a given future Parkland Improvement.

B. Operations and maintenance obligations for future Parkland Improvements will be determined and agreed upon by the Parties prior to approving the project. All future projects proposed within any portion of the Parkland must be in compliance with the applicable recorded Mueller Design Book, as amended from time to time. For approved Parkland Improvements projects, PARD staff will obtain all permits and approvals necessary for the construction, installation, and maintenance thereof. The Mueller POA shall reasonably cooperate with PARD staff to provide information that is reasonably required or that will facilitate applications for permits and approvals with respect to the construction and installation of any future Parkland Improvements.

C. The parties acknowledge and agree that they may need to enter into a separate agreement to address the construction, operations, and maintenance of future Parkland Improvements.

VII. LIABILITY AND INDEMNIFICATION

A. THE MUELLER POA SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS CITY, ITS OFFICERS, APPOINTED OR ELECTED OFFICIALS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS (THE "INDEMNIFIED PARTIES"), AGAINST ALL COSTS, LIABILITIES, DAMAGES, CLAIMS, SUITS, ACTIONS, AND CAUSES OF ACTIONS ("CLAIMS"), TO THE EXTENT ARISING, DIRECTLY OR INDIRECTLY, OUT OF (A) A BREACH OF THIS

AGREEMENT OR VIOLATION OF LAW BY MUELLER POA, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, SUCCESSORS OR ASSIGNS, (THE “MUELLER POA PARTIES”), (B) A FALSE REPRESENTATION OR WARRANTY MADE BY THE MUELLER POA PARTIES IN THIS AGREEMENT (C) THE NEGLIGENCE, WILLFUL MISCONDUCT, OR BREACH OF A STANDARD OF STRICT LIABILITY BY THE MUELLER POA PARTIES IN CONNECTION WITH THIS AGREEMENT. CLAIMS TO BE INDEMNIFIED UNDER THIS ARTICLE INCLUDE CLAIMS FOR BODILY INJURY OR DEATH, OCCUPATIONAL ILLNESS OR DISEASE, LOSS OF SERVICES WAGES OR INCOME, DAMAGE, DESTRUCTION OR LOSS OF USE OF PROPERTY, AND WORKERS’ COMPENSATION CLAIMS. MUELLER POA’S OBLIGATIONS UNDER THIS ARTICLE ARE NOT EXCUSED IN THE EVENT A CLAIM IS CAUSED IN PART BY THE ALLEGED NEGLIGENCE OR WILLFUL MISCONDUCT OF THE INDEMNIFIED PARTIES.

B. The City shall give the Mueller POA written notice of any Claim asserted against an Indemnified Party. The Mueller POA shall assume on behalf of the Indemnified Parties and conduct with due diligence and in good faith the defense of all such Claims against the Indemnified Parties. The Indemnified Parties shall have the right (but not the obligation) to participate in the defense of any Claim with attorneys of their own selection and at their own cost and expense without relieving the Mueller POA of any obligations in this Agreement, provided that such participation does not interfere with the Mueller POA’s obligations of defense hereunder. In no event may the Mueller POA admit liability on the part of an Indemnified Party without the written consent of the City Attorney.

C. Maintenance of the insurance required under this Agreement will not limit the Mueller POA’s obligations under this Article. The Mueller POA shall require all Contractors to indemnify the City as provided in this Article.

D. In no event will the Mueller POA be responsible for any special, indirect, consequential, punitive, or exemplary damages suffered or incurred by the City under this Agreement.

VIII. INSURANCE

During the Term, the Mueller POA and any Contractor performing services with respect to the construction, installation, and/or maintenance of the Parkland Improvements and/or Parkland shall comply with the Insurance Requirements.

IX. TERMINATION; DEFAULT; REMEDIES

A. If either party breaches its obligations under this Agreement, the other party will notify the breaching party in writing of the specific breach(es). The breaching party will have thirty (30) calendar days from receipt of the notice in which to cure the breach(es), provided that, if the breach cannot be reasonably cured within the 30 calendar days and the breaching party has commenced and is diligently pursuing such course of action as is reasonably necessary to cure the breach, then the period during which the breach must be cured shall be extended for a period of

time as may be reasonable under the circumstances so long as the breaching party continues to diligently pursue such cure to completion.

B. If the breaching party has not cured any such violation as specified in the written notice within the required time, then the non-breaching party, at its sole option, shall have the right to terminate this Agreement. Any such termination shall be made by sending written notice (the “**Notice of Termination**”) to the breaching party, and the Notice of Termination shall be effective for all purposes 72 hours after deposited in the U.S. Mail, postage prepaid and mailed Certified Mail, Return Receipt Requested or when actually received when sent via recognized overnight delivery courier (e.g., FedEx).

C. Upon termination by the City, the Mueller POA shall assign and/or transfer to the City (i) the Mueller POA’s rights, title, and interest to any contracts and agreements related to the Parkland, and (ii) personal property of the Mueller POA located in the Parkland and used in connection with the Mueller POA’s obligations hereunder. In the event the Mueller POA fails to pay any of the expenses or amounts or perform any obligations specified in this Agreement, the City may, but shall not be obligated to do so, pay any such amount or perform any such obligations and the reasonable cost incurred in said performance shall immediately be due and payable by the Mueller POA to the City. In no event shall the City ever be entitled to receive, or the Mueller POA ever be liable for, consequential, exemplary, or punitive damages by reason of this Agreement.

D. Except as provided in Section IX(E), if the Mueller POA fails in the performance of any of its covenants, obligations or agreements contained in this Agreement related to tree trimming or mowing and such failure continues without the Mueller POA curing or commencing to cure such failure within all applicable grace and/or notice and cure periods, the City, after ten days additional written notice to the Mueller POA specifying such failure (or shorter notice if any emergency [meaning that there is imminent danger to the safety of persons or substantial damage to property] exists) may (but without any obligation to do so), as its sole remedy, perform the tree trimming or mowing or both, as applicable, and the reasonable cost incurred in said performance shall immediately be due and payable by the Mueller POA to the City.

E. Notwithstanding the provisions of Section IX(D) above, if the Mueller POA fails to perform a covenant, obligation, or agreement contained in this Agreement related to tree trimming or mowing as a direct result of the City’s failure to make an Annual Payment for that year and such failure continues without the Mueller POA curing or commencing to cure such failure within all applicable grace and/or notice and cure periods, the City, after ten days additional written notice to the Mueller POA specifying such failure (or shorter notice if any emergency [meaning that there is imminent danger to the safety of persons or substantial damage to property] exists) may (but without any obligation to do so), as its sole remedy and expense, perform the tree trimming or mowing or both, as applicable.

F. In the event of a material breach by the Mueller POA, termination of the Agreement pursuant to Section X(B) above does not relieve the Mueller POA of its obligation to pay any sum or sums due and payable to the City under the Agreement at the time of termination, or any claim for damages then or previously accruing against the Mueller POA under the Agreement. Any such termination will not prevent the City from enforcing the payment of any such sum or sums or claim

for damages by any remedy provided for by law, or from recovering damages from the Mueller POA for any default under the Agreement. All of the City's rights, options, and remedies under this Agreement are cumulative, and none of them is exclusive of any other.

X. NO WAIVER

If at any time either Party fails to enforce its rights under this Agreement, whether or not any violations of it are known, such failure will not constitute a continuing waiver or estoppel of such Party's right to enforce this Agreement.

XI. NO RECOURSE

No recourse will be had against any elected official, director, officer, attorney, agent, or employee of either the City or of the Mueller POA, whether in office on the Effective Date of this Agreement or after such date, for any claim based upon this Agreement.

XII. NO ASSIGNMENT

A Party to this Agreement may not assign or transfer its interests under this Agreement unless agreed to in writing by the other Party; provided that, the Mueller POA may assign and transfer this Agreement without the City's prior written consent to a successor or assign of the Mueller POA's interest in this Agreement, and, in such event in which the successor or assign assumes the Mueller's POA's obligations under this Agreement accruing after such transfer, the Mueller POA shall thereby be released from any further obligations hereunder arising from and after such transfer, and City agrees to look solely to such successor in interest of the Mueller POA for the performance of the Mueller POA's obligations hereunder.

XIII. MISCELLANEOUS PROVISIONS

A. This Agreement constitutes the entire agreement between the Parties. Any previous agreement, assertion, statement, understanding, or other commitment before the date of this Agreement, whether written or oral, will have no force or effect. No agreement, assertion, statement, understanding, or other commitment during the term of this Agreement, or after the term of this Agreement, shall have any legal force or effect unless properly executed in writing by the Parties.

B. Each Party warrants and represents that the person signing this Agreement on its behalf is authorized to do so, that it has taken all action necessary to approve this Agreement, and that this Agreement is a lawful and binding obligation of the Party, except as may be limited by applicable bankruptcy, insolvency, or similar laws affecting creditor's rights, or, with respect to the City, governmental immunity under the Constitution and laws of the State of Texas.

C. The Parties bind themselves and their successors in interest, assigns and legal representatives to this Agreement.

D. Regardless of the actual drafter of this Agreement, this Agreement will, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against any Party.

E. The Agreement may be executed in multiple counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument. Facsimile or other electronic signatures (including PDF and via DocuSign or other similar program) appearing on this Agreement shall be as valid and binding as original signatures.

F. If the final judgment of a court of competent jurisdiction invalidates any part of this Agreement, then the remaining parts will remain in full force and effect.

G. This Agreement is made, and will be construed and interpreted under, the laws of the State of Texas. Mandatory venue for any lawsuit arising out of this Agreement shall be in a court located in the City of Austin, Travis County, Texas.

H. This Agreement may be amended only by a writing properly executed by each of the Parties. Provided the amendment does not increase the sum to be paid by the City to an amount in excess of the then-current administrative authority of the City Manager, and the form of amendment is approved by the City Law Department, the City Manager or the City Manager's designee is authorized to execute any amendment to this Agreement on behalf of the City without further authorization by the City Council.

I. All official communications and notices required to be made under this Agreement will be deemed made if sent by email or U.S. mail, postage prepaid, to the Parties at the addresses listed below:

If to the City:

Charles Vaclavik, or Successor
Division Manager, Operations and Maintenance
Parks and Recreation Department
City of Austin
P. O. Box 1088
Austin, Texas 78767
Charles.Vaclavik@austintexas.gov

If to the Mueller POA:

4550 Mueller Blvd.
Austin, Texas 78723
Attn: Mueller POA Community Manager
muellerPOA@associa.us

Either Party may change its address for notice from time to time. Notice of change of address shall be given by written notice in the manner detailed in this provision.

J. Mueller POA acknowledges that the City has provided notice of Article VIII,

Section 1 of the Austin City Charter, which prohibits the payment of any money to any person who is in arrears to the City for taxes, and of § 2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed to the City.

K. Mueller POA acknowledges that the City has provided notice that the City's payment obligations to Mueller POA, if any, are payable only from funds appropriated or available for the purpose of this Agreement. The City shall provide Mueller POA notice of the failure of the City to make an adequate appropriation for any fiscal year to pay the amounts due under the Agreement or the reduction of any appropriation to an amount insufficient to permit City to pay its obligations under the Agreement.

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EXECUTED to be effective as of the Effective Date set forth above.

MUELLER MASTER COMMUNITY INC:

By: _____
Name: _____
Title: _____

**CITY OF AUSTIN, TEXAS
BY AND THROUGH ITS PARKS AND RECREATION
DEPARTMENT**

By: _____
Kimberly McNeeley, Director

APPROVED AS TO FORM:

CITY LAW DEPARTMENT

By: _____
Assistant City Attorney

Attachments:

- Exhibit A – Legal Description of Parkland
- Exhibit B – Insurance Requirements
- Exhibit C – Maintenance Requirements
- Exhibit D – Annual Monthly Reporting Spreadsheet
- Exhibit E – Volunteer Release Form

EXHIBIT A

Legal Description of the Parkland

- A. **Northwest Perimeter Park:** Lot 3, Block "D", MUELLER SECTION III RESUBDIVISION, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 200700270 of the Official Public Records of Travis County, Texas, SAVE AND EXCEPT a tract of 0.273 acres of land, more or less conveyed to the State of Texas by Deed recorded under Document No. 2006166091 of the Official Public Records of Travis County, Texas.
- B. **Southwest Perimeter Park:** Lot 1, Block 44; and Lot 1, Block 60, Amended Plat of MUELLER SECTION IV SUBDIVISION, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 200700092 of the Official Public Records of Travis County, Texas
- C. **Southeast Perimeter Park:** Lot 1, Block 109; and Lot 1, Block 110, Amended Plat of MUELLER SECTION VII-C SUBDIVISION, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201300171 of the Official Public Records of Travis County, Texas

EXHIBIT B

Insurance Requirements

Insurance. From and after the Effective Date of this Agreement, the Mueller POA and its Contractors, as applicable, shall carry insurance in the following types and amounts:

A. Commercial General Liability insurance with a minimum bodily injury and property damage per occurrence limit of \$1,000,000 for coverages A & B. The policy shall contain the following provisions and endorsements in favor of the City:

1. Contractual liability coverage for liability assumed under this contract;
2. City of Austin listed as an additional insured, endorsement CG 2010, or equivalent coverage;
3. 30-day Notice of Cancellation in favor of the City of Austin, endorsement CG 0205, or equivalent coverage; and
4. Waiver of subrogation endorsement CG 2404, or equivalent coverage.

B. Business Automobile Liability insurance for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident. The policy shall contain the following endorsements in favor of the City:

1. Waiver of Subrogation, endorsement TE 2046A.
2. 30-day Notice of Cancellation, endorsement TE 0202A.
3. Additional Insured endorsement TE 9901B.

Contractor Insurance. From and after the Effective Date of this Agreement, the Mueller POA shall cause any Contractor performing work with respect to the Parkland and/or Parkland Improvements to carry insurance in the following types and amounts for the duration of their respective contracts:

A. Workers' Compensation and Employers' Liability Insurance coverage. Minimum policy limits for Employers' Liability shall be \$500,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$500,000 bodily injury by disease each employee. Workers' Compensation coverage shall be consistent with statutory benefits described in the Texas Workers' Compensation Act, section 401. Coverage shall apply to the State of Texas. The policy shall contain the following endorsements in favor of the City:

1. Waiver of Subrogation, form WC 420304; and
2. 30-day Notice of Cancellation, form WC 420601.

B. Commercial General Liability Insurance with a minimum bodily injury and property damage per occurrence limit of \$1,000,000 for coverages A & B. The policy shall contain the following provisions and endorsements in favor of the City:

1. Blanket contractual liability coverage for liability assumed under this contract;
2. Completed Operations/Products Liability coverage;
3. Independent Contractors' coverage;
4. City of Austin listed as an additional insured, endorsement CG 2010;
5. 30-day Notice of Cancellation in favor of the City, endorsement CG 0205; and
6. Waiver of subrogation endorsement, endorsement CG 2404.

C. Business Automobile Liability insurance for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident. The policy shall contain the following endorsements in favor of the City:

1. Waiver of Subrogation, endorsement TE 2046A.
2. 30-day Notice of Cancellation, endorsement TE 0202A.
3. Additional Insured endorsement TE 9901B.

General: If any of the insurance policies are written for less than the amounts specified in these Insurance Requirements, the Mueller POA, or the Mueller POA's Contractor, as the case may be, shall carry umbrella or excess liability insurance for any differences in amounts specified. If excess liability insurance is provided, it shall follow the form of the primary coverage.

EXHIBIT C

Maintenance Requirements

The Mueller POA, through its Contractors and volunteers, if any, will provide the routine and preventative maintenance necessary to keep the Parkland clean, functional, and accessible. Examples of this level of maintenance include, but are not limited to, the following tasks:

1. Routine and Preventative Maintenance. Provide routine and preventative maintenance to keep the Parkland and the Parkland Improvements in a reasonably clean, sanitary, functional, sightly, and safe condition with ordinary use, wear, and tear excepted.
2. Turf/Grass Care. Grass will be mowed as needed, depending on the type and growing season. Weed control should be practiced so that no more than 25% of the surface has weeds present, at entrances only.
3. Irrigation. Irrigation within the Parkland utilizes the City's reclaimed water. All existing irrigation systems shall be inspected annually. Annual inspection shall include City required backflow testing. If required, repairs shall be made in a timely manner.
4. Natural/wildflower/prairie areas. These areas will be inspected annually to identify problem areas (weeds and invasive species) and mowed at a minimum of once a year to mimic animal grazing. Problem areas will be addressed on an as needed basis. Additional mowing, restoration or land management practices as directed by professional assessment may be required depending on seasonal weather. Wildflower areas will be reseeded as budgets allow.
5. Pavilions/Trellises (if any). A weekly check (at a minimum) will be conducted to ensure contracted cleaning services are being performed.
6. Litter Control/Surfaces. Trash and litter in the Parkland, including prior to each mowing or trimming, shall be picked up and removed from site. All dirt, grass clippings, fallen limbs, or other debris will be blown, swept, or otherwise cleaned from sidewalks, walkways, and curbs. Surfaces should be cleaned, repaired, repainted, or replaced when appearance has noticeably deteriorated. All landfill and recycling receptacles and dog waste stations will be inspected at least weekly and properly disposed of on an as needed basis.
7. Trails. Decomposed granite and concrete trails will be regularly maintained, including repairs to divots from natural causes or wear-and-tear by trail users. Extra care will be provided to keep grass and any weeds to the sides of the maintained trails.
8. Tree and Plant Care. Trees will be evaluated annually. Trees will be trimmed in accordance with City code and have invasive vines removed. Other plants, including those in specific gardens, will be maintained regularly, including with regular irrigation and mulch added, as necessary. Gardens at a minimum will be inspected annually to remove a reasonable amount of weeds and/or invasive species.

9. Pest Management. Using an integrated pest control management program, sites will be inspected annually and may be treated with pre-emergent herbicides or mechanical methods to reduce weeds and invasive species. Some moderate problems shall be tolerated at this level.
10. General Inspections, Repairs and Replacements. If applicable, Parkland Improvements, such as, but not limited to, playscapes/play features, trails, furnishings, signage, pavilions/trellises, water fountains, lights and/or landscaped areas shall be inspected monthly and minor repairs conducted as necessary. This includes identifying and removing graffiti to a commercially reasonable standard. The City shall be responsible for all major repairs or replacement of large capital expense items within the Parkland and shall evaluate needs and budget for repairs or replacement using the same standards applied to other City-owned parkland. The Mueller POA shall have permission per this Agreement to contribute to the total amount paid towards repairing or replacing the Parkland Improvement.
11. Skate Park and Pump Track (if any). The Skate Park and Pump Track shall be regularly maintained, including but not limited to, the removal of graffiti, vandalism repairs, trash, recycling and dog station collections, and bathroom cleanings.
12. Ponds (if any). Per a Memorandum of Understanding between the City's Watershed Protection Department (WPD) and PARD, not all ponds located within City Parkland are managed by WPD. WPD has evaluated the ponds within the Southwest and Southeast Perimeter Parks and is ready to take over their maintenance after the Parkland is dedicated, anticipated to be early 2024. The Mueller POA may, upon receipt of written approval from WPD or its successor department, provide additional maintenance above and beyond what the City provides. If there are water features within the Parkland other than those noted above, the parties will negotiate in good faith to agree on maintenance responsibilities for those features.
13. Art (if any). Any public art already installed at the time of Public Dedication will be inspected, maintained and repaired by the City and the Mueller POA will have no responsibility therefore.
14. Utilities. Mueller POA shall maintain utility accounts providing utility services to the Parkland at its expense.

EXHIBIT D

Annual Monthly Reporting Spreadsheet

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EXHIBIT E

Volunteer Release Form

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